

The undersigned _____

Born in _____ Prov. _____ (date) _____

Tax code/ID _____

Legal representative of the company _____

With legal office in _____ N. _____

City _____ Country _____

VAT Code _____

Phone _____ Fax _____ Portable _____







Web _____ Mail1 _____

Mail2 _____

* Any changes in the email must be communicated opportunely to ICEA

REQUESTS TO ICEA the following services

(flag the letter/s and box/es of interest)

A		Conformity Certificate – ICEA Organic Restaurant and Catering Standard. Voluntary system permitting the use of the related ICEA certification mark (Organic Restaurant, Organic Menù, Organic Ingredients). The undersigned declares that he/she knows and undertakes to observe, from today, ICEA Standard for Organic Restaurant and Catering (DTR 12), ICEA Regulation for Voluntary Certification RC.VOL and the ICEA list of fees.
B	   	Conformity Certificate – ICEA Vegetarian and Vegan Product Standard. Voluntary system permitting the use of the related ICEA certification mark (Vegetarian, Vegan, BioVegetarian, BioVegan). The undersigned declares that he/she knows and undertakes to observe, from today, ICEA Standard for Vegetarian and Vegan product (DTR 03), ICEA Regulation for Voluntary Certification RC.VOL and the ICEA list of fees for required services.
C		Conformity Certificate – Gluten free canteens standards (Voluntary system permitting the use of the related ICEA certification mark “Gluten free catering”. The undersigned declares that he/she knows and undertakes to observe, from today, ICEA Gluten Free canteens Standards (DTR 01), ICEA Regulation for Voluntary Certification RC.VOL and the ICEA list of fees for required services.
D	OTHERS	

Involvement in the activity of:

- | | |
|--|----------------------------------|
| <input type="checkbox"/> PRODUCER | <input type="checkbox"/> TOURISM |
| <input type="checkbox"/> RESTAURANT CANTEENS | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> BRAND OWNER | <input type="checkbox"/> OTHER |

Name/s of the line/s or products to be certified	Service request (signed A,B,C,D,E – see page 1)			

Other certifications obtained from the company

(es. ISO 9001, ISO 14000, SA 8000, other product certification, etc.)

Type (Certification Scheme)	Date (from)	(to)

Name of the person in charge as:	Name and Surname	Phone	email
Technical Director			
Quality Assurance			
Administration			

CONTRACTUAL CONDITIONS FOR THE SUPPLY OF THE AFORE MENTIONED SERVICES

1 GENERAL CONDITIONS

1.1 The procedures for the supply of control and certification services by ICEA and likewise, the OPERATOR's obligations are stated in ICEA's Certification Regulations concerned the services required (see table below), hereafter referred to as "**Certification Regulations**", in the version updated from time to time, which is part of the hereby contract.

Services	Certification Regulation Code	Standards Code
Organic Restaurant and Catering	RC.VOL	DTR 12
Vegetarian and vegan product	RC.VOL	DTR 03
Gluten free canteens	RC.VOL	DTR 01

1.2 By signing the hereby services application and contract, the operator declares to have received a copy and accepted all parts of the Certification Regulation and in force List of Fees.

- 1.3 In addition, the operator declares the conformity to the obligatory regulations related to the activities and products developed in the field of application of the requested certification.
- 1.4 The conditions of the hereby contract may be modified only through written document and with the agreement of the concerned parties, except for eventual price variation and therefore of the fee list as well as the control activity development modalities ruled in the applicable ICEA Regulation of Certification.
- 1.5 The communications by registered letter may be replaced by certified email in the case the Operator accepts expressly this communication modality, providing his/her PEC address and/or use the free PEC inbox given by ICEA.

2. OPERATOR'S CONTRACTUAL OBLIGATIONS

By signing the hereby services application and contract the OPERATOR undertakes to:

- a) Carry out the activities subject to certification in compliance with the Standard (DTR) in force and observe all the statutory provisions in force concerning the performed activities.
- b) To respect all the provided clauses of the ICEA applicable in force Regulations for the certification activity.
- c) In the starting phase of certification, to communicate eventual denied certifications or previously applied sanctions by certification bodies in the field of similar voluntary schemes certification of product.
- d) Allow ICEA personnel in charge and accrediting body free access to all facilities, records and documents considered necessary to do a proper inspection
- e) Accept that ICEA exchange information and documents with other certification bodies concerning problems related to the control and certification and eventual sanctions
- f) Accept, in case of infringement of the Standard and the Certification Regulation, the sanction measures provided by applicable in force ICEA Certification Regulation.
- g) Supply ICEA with all the information needed for the development of the inspection proper purposes.
- h) Inform ICEA of all changes in the activities subject to certification and the data contained in this Application (for example identification data of the operator, changes in production unit, type and composition of products, etc).
- i) Fulfil the financial and administrative obligations connected to the activities covered by this contract, acknowledging that ICEA's services required regard the delivery of technical resources and that consequently, ICEA cannot be held responsible for not attaining the certification objectives for which ICEA carries out a functional role.
- j) Refrain from further using the certification mark, the conformity label and/or any other indication referring to ICEA inspection and certification scheme after the expiry of the certificate or after the revocation of authorization to use the certificate and the mark in the cases provided for in the Certification Regulations.
- k) Keep record of all complaints received concerning the certified products for a minimum period of three years.
- l) Acknowledge the website www.icea.bio as a valid information instrument concerning eventual changes and/or integration involved in the ICEA Intern Technical Certification Regulation.
- m) Request ICEA the confirmation of the missing communication of the fees provided for the precedent year in case the OPERATOR does not receive any written information within

February 28th of every year concerning the applicable fees of the activities object of the hereby certification contract.

- n) In the case of Employers, to provide to ICEA inspectors detailed information regarding the specific risks of the place where their personnel will be destined and operate as well as concerning the prevention and emergency measures adopted in the development of their activities. Nevertheless the employer must abide by the regulation stated in the Article 26 of the Law Decree 81/2008.
- o) Verify and keep informed regarding the changes on the rules provided by the ICEA Intern Technical Certification Regulation, accepting from today that by signing below acknowledges and accepts the entire document, without any objection. ICEA for this purpose will inform punctually and opportunely to the operators through the website www.icea.bio.

3. ICEA'S CONTRACTUAL OBLIGATIONS

- 3.1 Carry out the inspection and certification activities with the expertise required for such activities, complying with the certification body's rules and regulations and observing the provisions of the Certification Regulations.
- 3.2 ICEA does not assume any responsibility whenever it cannot grant the certification mark, the conformity labels and/or the other indications referring to inspection and certification schemes due to the OPERATOR's exclusive fault, whereby the OPERATOR does not meet the requirements and the obligations provided for in the Certification Regulations, and are the prerequisites for a correct inspection and certification activity, holding as valid as the contractual provisions of the ICEA Certification Regulations.
- 3.3 In accordance with ISO 65/EN 17065 requirements and applicable general law, ICEA undertakes to maintain as strictly confidential all personal data and any information gathered in the course of inspection activities, foreseen by Certification Regulations except where the publication, transmission or communication of data is required, by the law or by judicial proceedings.
- 3.4 Undertakes to inform the OPERATOR of any changes and/or integration involved in the Certification Regulation and Standard (DTR) through the website (www.icea.bio) which is constantly updated.

4 FEES AND PAYMENT TERMS

- 4.1 As to the fees for services requested by ICEA under this contract, the OPERATOR shall pay ICEA the amounts specified in the Estimate or ICEA List of Fees currently in force for the activities subject to inspection and certification established by the competent ICEA Office. This List of Fees forms an integral part of this contract and shall be signed by the OPERATOR together with the contract.
- 4.2 Nevertheless, the OPERATOR is obliged to keep up with the updates on the current List of Fees whenever an inspection is made, and on changes in the provisions of ICEA Certification Regulations.
- 4.3 The payment of fees shall be made in accordance with the procedure established in ICEA List of Fees (or Estimate) in force.

5. VALIDITY AND DURATION – TACIT RENEWAL

- 5.1 The hereby contract shall become effective starting from the day ICEA receives a copy of it signed by the operator.



5.2 This contract shall be valid until December 31 of the following year from the year of its signing. It shall be considered as tacitly renewed for the following years if no written notice of termination is sent by any of the parties. Such communications shall arrive at least thirty days before the expiry of the contract.

6 RENUNCIATIONS AND ABROGATION OF CONTRACT

6.1 The OPERATOR may surrender the certification at any time, with a communication by written notice that shows a certain date, to be sent to the ICEA local competent office. The OPERATOR shall be however obliged to pay the flat and variable rates in addition to the anticipate expenses for the activities performed by ICEA, in accordance with the subscribed in force ICEA List of fees (or Estimate).

6.2 This contract will be considered as mutually abrogated from the moment the written notice of renunciation is relayed, holding as valid the rights of the local ICEA competent office to request the payment of fees for the activities carried out according to the above-mentioned point.

7. EXPLICIT TERMINATION CLAUSE

7.1 ICEA may terminate this contract and any agreements between the parties without giving prior notice in cases where the OPERATOR has not fulfilled the obligations laid down in this contract, violating the Intern Technical Regulations and the List of Fees that are part of this contract. To the solely purposes of eventual missing payment of the rate, the dissolution is recognised as a termination, and therefore the OPERATOR is obliged at this title, to pay the amount on base of the List of Fees, as stated in the point 6.1.

8. JURISDICTION

8.1 The place for all disputes arising from the execution and/or interpretation and/or application of the hereby contract shall be the Court of Bologna (Italy).

Bank references

BANK (name) _____ Office _____

IBAN _____

Town and date, _____

ICEA President
Paolo Lumaca

The OPERATOR



According to what proceed from Articles 1341 and 1342 of Italian Civil Code, the operator states that he/she has read and approve specifically the following clauses of the previous contract terms: Article 1.2 (receipt and approval of Certification Regulation and List of Fees), 1.3 (modification of the contract), 1.4 (Use PEC); article 2 (OPERATOR's contractual obligations); article 3 (ICEA contractual obligations), article 5.2 (tacit renewal); Article 6 (Renunciation and abrogation of contract); Article 7.1 (Explicit Termination clause); Article 8.1 (Jurisdiction)

Date _____

Signature _____



Information on the use of personal data

Istituto per la Certificazione Etica ed Ambientale (ICEA) - Bologna informs the OPERATOR that its personal data will be processed as follows:

DATA CONTROLLER: the Data Controller is ICEA, in the person of the President of the Board of Directors with registered office in Bologna, Via Giovanni Brugnoli no. 15, e-mail info@icea.bio.

NATURE OF THE PERSONAL DATA PROCESSED: The personal data processed consists of identification data (such as, by way of example: name, residence and/or domicile, telephone number, e-mail address, etcetera) and, more generally, contact data of the legal representative and/or, in any event, of the Operator's contact person.

PURPOSE AND LEGAL BASIS OF THE PROCESSING: the processing of personal data, supplied by you directly or in any case acquired, is aimed solely at the fulfilment of the contractual obligations undertaken in compliance with the principles of necessity and pertinence; the **legal basis** is the performance of the contract to which the Operator is a party; the provision of the services requested by the same, as well as the administrative and accounting fulfillments related to the contract described above (Art. 6, para. 1, letter b). The provision of data is necessary to perform contractual obligations properly: **refusal to provide such data may prevent the Controller from performing the services requested.**

Only with explicit consent may your data be processed for sending communications of a commercial nature concerning ICEA's services, events, conventions, fairs attended by or organised by the same ICEA, customer satisfaction surveys on the quality of the services rendered to improve the quality of the same; etcetera. The sending of informative and/or promotional material may occur not only by traditional means (such as paper mail and telephone calls with the Operator) but also by telematic and assimilated means (such as e-mail). The **legal basis of the processing for marketing purposes** is the express consent of the Operator (Art. 6, par. 1, letter a). Since the provision of data for this purpose is always optional, the interested party may revoke the consent previously given at any time.

METHODS OF PROCESSING: Concerning the purposes mentioned earlier, the data acquired will be processed with the use of procedures, including computerised procedures, and managed both directly and by third parties in the manner and to the extent necessary to pursue the purposes above and with procedures and organisational measures suitable to guarantee their security and confidentiality in compliance with the principles set out in EU Regulation 2016/679.

COMMUNICATION TO THIRD PARTIES AND DATA DISSEMINATION. Without prejudice to legal obligations, personal data may be shared with the following:

- a) Natural persons, employees and/or collaborators of the Controller who, as part of their duties, have been appointed and authorised to process such information;
- b) Third-party companies or other entities with which ICEA has signed service contracts, which perform outsourcing activities on behalf of the Controller in their capacity as Data Processor (by way of example, business consultants for administrative and accounting purposes, data processing centres, companies that provide IT security and software management services, legal consultants for the management of any disputes, etc.);
- c) Financial Offices, Institutions of the EU Ministries, State Offices, Regional Offices, and similar bodies complementary and/or synergic to the activity carried out by ICEA, and in general, all subjects to which the faculty of access to such information is recognised by normative and/or judicial provisions (such as Supervisory Bodies, Judicial Authorities, Public Authorities). These subjects will process the data in their capacity as autonomous Data Controllers.

Under no circumstances will your data be disseminated.

DATA TRANSFER: Your personal data may also be transferred, limited to the purposes mentioned above, to the following countries: Italy, Europe, United States

Concerning the possible transfer of data to Third Countries, the data controller ensures that the processing will be carried out, in any case, under the methods permitted by current legislation, as set out in EU Regulation 2016/679, in compliance with the adequacy decisions and model clauses approved by the European Commission.

STORAGE TIME: the data will be processed for the time necessary for the execution of the contract and, subsequently, for the fulfilment of legal obligations and/or administrative and accounting purposes; in any case, they

will be stored for a period not exceeding ten years from the termination of the relationship and, in any case, in compliance with the statute of limitations provided for by law. For data processed for marketing purposes, the processing will be performed until consent is revoked.

RIGHTS OF THE DATA SUBJECT: At any time, you may exercise your rights in respect of the Data Controller. Such rights are listed below, as provided for in **Articles 15, 16, 17, 18, 19, 20, 21, 22, ex EU Reg. 2016/679:**

1. The data subject has the right to obtain confirmation of the existence or non-existence of personal data concerning it, even if not yet recorded, their communication in an intelligible form and has the possibility to lodge a complaint with the Supervisory Authority.
2. The data subject has the right to be informed about:
 - the origin of personal data;
 - the purposes and methods of the processing;
 - the logic applied in the event of processing carried out with the aid of electronic instruments;
 - the identification details of the holder, the persons responsible and the representative designated according to Article 5(2);
 - of the entities or categories of entity to whom or which the personal data may be communicated or who or which may become aware of them in their capacity as designated representative(s) in the territory of the State, data processor(s) or person(s) in charge of processing;
3. The data subject has the right to obtain the following:
 - Updating, rectification or, when interested, integration of the data;
 - the cancellation, transformation into anonymous form or blocking of data processed in breach of the law, including data whose storage is not necessary for relation to the purposes for which the data were collected or subsequently processed;
 - certification that the above operations have been brought to the attention, also as regards their content, of those to whom the data have been communicated or disseminated, except where this proves impossible or involves a manifestly disproportionate effort compared to the right protected;
 - data portability.
4. The data subject has the right to object, in whole or in part:
 - a) For legitimate reasons for the processing of personal data concerning them, even if pertinent to the purpose of the collection;
 - b) The processing of personal data concerning them to send advertising or direct sales material or for carrying out market research or commercial communication.

To exercise your rights, contact ICEA (e-mail: privacy@icea.bio) at Via Giovanni Brugnoli, 15 - 40122 Bologna (BO).

You may also, at any time, revoke your consent to processing your data for marketing purposes by contacting or sending an e-mail to privacy@icea.bio.

Suppose you believe that processing your personal data violates data protection legislation. In that case, you have the right to lodge a complaint with the Italian Data Protection Authority, based in Rome, 00186, Piazza di Montecitorio no. 121 (www.garanteprivacy.it).

Manifestation of consent

Having read the above Privacy Policy,

regarding the processing of my personal data for marketing purposes:

I give my consent I deny my consent

Date _____

Signature _____ (only if hard copy)

However, you can always view the updated and complete version of the Privacy Policy by visiting our website: <https://icea.bio/privacy-policy/>