

Declaration of participation livestock owner dairy cattle

Registration for the Initiative Tierwohl for Cattle

– separate registration required for each official registration number as well as each production scope and, if applicable, for each section of a farm (in cases where different housing systems are operated under a single registration number) –

Company details

Company/trade name: _____

Street/No...: _____

Postcode: _____ City: _____ Country: _____

First name and surname **of legal representative**: _____

Telephone (landline and/or mobile): _____ Fax: _____

e-mail: _____

The Initiative Tierwohl (hereinafter referred to as "ITW") is a programme to promote animal welfare at the agricultural production level of livestock owners. Dairy farmers who are participants in the Initiative Tierwohl are to receive a price surcharge for the delivery of ITW slaughter cows in return for implementing the ITW requirements for dairy farming. The bodies within the Initiative Tierwohl have issued a recommendation on the amount of the price surcharge. The price surcharge will be shown separately on the slaughter invoices by the participating abattoirs and paid to the abattoir's trading partners (dairy farmers, producer groups, livestock dealers, etc.). With this in mind, I declare:

I would like to participate in the ITW Cattle initiative. I instruct and authorise

_____ as a coordinator to represent my interests in the ITW and, in this context, to make legally binding declarations on my behalf to the operating company of the Initiative Tierwohl, Initiative Tierwohl GmbH, as well as to third parties, in particular certification bodies, and to register the following location in the ITW database:

Registration number of the location:		
Participation by specific sheds within the farm (e.g. farm units) <i>Note: Details regarding the sheds must be included in the registration data sheet, annex 1m</i>	☐ No, the entire location is participating in an ITW programme	☐ Yes, only part of the location participates in the ITW programme mentioned above
Location certified according to the EU Eco Regulation or a standard of organic farming associations that guarantees a higher quality standard than the EU Eco Regulation	☐ No ☐ yes, namely according to:	
Location data	Name/designation	
	Street/No.	
	Postcode/town	
production scope	Dairy cattle	

Declaration of participation by livestock owners

Contact person for auditing (additional information on separate sheet if necessary)	First name and surname
	Telephone (landline/mobile)
	Fax/e-mail
	Best reached from...to (times)

Registration, approval

My coordinator will register the above location in the ITW database. By registering, I am registered for participation in the ITW Cattle. I am aware that the operating company will only decide on my participation in the ITW after conducting a programme audit. I am not entitled to approval for the ITW. If I am approved for the ITW by the operating company, my coordinator will inform me immediately of my approval and organise my participation in the ITW.

Obligations upon approval

By signing this declaration of participation, I undertake, in the event of my location being approved, to immediately acknowledge the following to the coordinator and also to the operating company

1. recognition of the ITW **programme manual**, including the conditions of participation for dairy cattle in the Manual Agriculture Rind, in its currently valid version. The ITW programme manual is the entirety of all documents published on the ITW website at www.initiative-tierwohl.de describing and implementing the programme in its currently valid version and applies to me. I will regularly inform myself about the currently valid requirements. Should changes come into force, the operating company will provide timely notification.
2. **to demonstrate** compliance with the requirements in accordance with the Manual Agriculture Manual Criteria Catalogue for Dairy Cattle from the implementation date specified by me in the ITW Cattle Registration Data Sheet (annex m) **in regular audits and inspections** in accordance with the ITW inspection system. I am aware that refusal to allow access to documents, to make copies or to document by means of photographs may result in a general K.O., loss of eligibility of delivery in the ITW and sanctions.
3. **I undertake to implement the requirements** documented and certified by the certification body **without exception** throughout the entire duration of my participation and to demonstrate implementation in the reviews provided for in the programme manual in accordance with the inspection system.

I will allow registered and unannounced audits and other checks by the certification bodies approved by the operating company, employees of the operating company and/or persons commissioned by the operating company on my company at any time and grant access to the necessary documents.

I am aware that my participant location may be sanctioned if the complete implementation of the requirements cannot be verified in the audits and other inspections.

4. I recognize that a price surcharge for my ITW slaughter cows will only be paid by the purchasing abattoir if it itself is a participant in Initiative Tierwohl. I am aware that the abattoir will only pay a price surcharge for ITW slaughter cows once to the trading partner who delivers the ITW slaughter cows. If I am not myself a trading partner of the abattoir, the party liable for paying me the price surcharge is the trading partner of the abattoir who delivers my ITW slaughter cows.

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The operating company and the bodies within ITW are entitled to adjust the recommended level of the price surcharge or to cancel it entirely if necessary. I have no claim for payment against the operating company. I am also aware that the operating company is not liable for the payment of a price surcharge by the abattoirs or for the amount of the price surcharge paid.

5. **Sanctions** must be complied with and any contractual penalties imposed must be paid directly to the operating company.

In the event of non-compliance with the requirements (Section 2)

- a) I will lose my eligibility of delivery in the ITW. The conditions of participation for dairy cattle in the Manual Agriculture Rind determine whether and how I can regain my eligibility of delivery in the ITW. I am aware that my location's eligibility of delivery may also be temporarily revoked if I pass the ITW audit or the review in accordance with the ITW inspection system, but nonconformities from the basic criteria of the QS scheme or a comparable recognised quality assurance system are found.
 - b) I am prepared to pay a contractual penalty to the operating company. The amount of this contractual penalty is based on the price surcharge that I have received for implementing the ITW requirements for cattle production from participant abattoirs since the last successful review in accordance with the ITW inspection system.
 - c) I may be temporarily or permanently excluded from further participation in the Initiative Tierwohl by the operating company. Temporary or permanent exclusion will result in the loss of my eligibility of delivery in the ITW.
 - d) In particularly serious cases, the operating company reserves the right to file a criminal complaint.
 - e) My certification body may withdraw the certification granted to me for the registered location and re-claim any certificate that may have been issued.
6. I agree to contribute to the **audit costs** and the **costs of administration and organisation** (grouping of livestock owners). The amount of my contribution will be determined between me and my coordinator (e.g. through a scale of fees). I undertake to pay the agreed amount to my coordinator on time.
 7. to inform my certification body and my group organiser immediately of any significant operational changes that could affect my location's participation in the ITW and call into question the validity of the certification.

Term, termination of agreement

My participation in the ITW Cattle is open-ended. I can terminate my participation with 3 months' notice to the end of the month.

My right to extraordinary termination for good cause remains unaffected. Good cause shall be deemed to exist in particular if the Cattle and Pig Advisory Board decides, in accordance with the conditions of participation, to make adjustments to the programme manual and the requirements of the ITW and these adjustments take effect for me during the period for which I have acquired or will acquire entitlements in the ITW. In this case, I may terminate my participation in the ITW with immediate effect at the time the adjustments take effect; in all other cases of termination of agreement for good cause, I may terminate my participation with immediate effect.

I must declare my termination of participation in the ITW to the coordinator. My termination shall only take effect upon receipt by the operating company (de-registration in the animal welfare database by the coordinator).

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I am aware that

1. I am not entitled to readmission to the ITW after termination of agreement. Termination of my participation in the ITW also terminates the coordinator's mandate and authorisation without the need for further declaration.
2. the financing of the operating company and its Initiative Tierwohl by the economic operators forms the basis of the ITW. If the activities of the operating company are completely discontinued for good cause, for example because the financing of the initiative can no longer be secured or the ITW cannot be continued without far-reaching changes for legal reasons, my participation in Initiative Tierwohl will also end. In this case, any claims I may have acquired against the operating company in the course of my participation shall lapse without replacement. By signing this declaration of participation, I expressly acknowledge this.

Commissioning/authorisation of the coordinator

The commissioning and authorisation of the coordinator associated with the declaration of participation shall take effect upon signature. My coordinator shall be liable under this commissioning and authorisation, both personally and for vicarious agents, only for intent and gross negligence. The limitation of liability does not apply to damages resulting from the breach of essential contractual obligations. In such cases, the coordinator is liable in accordance with the statutory provisions. In the event of a breach of essential contractual obligations, the coordinator's liability is limited to the foreseeable, typically occurring damage.

If I wish to continue participating in the ITW but change the coordinator, I may terminate the assignment and authorisation of the coordinator associated with the declaration of participation in writing to the coordinator by the third working day of the quarter to the end of the quarter. I am aware that the coordinator may effect the termination of agreement with the same notice period. When the termination of agreement takes effect, but no later than two months after the termination of agreement takes effect, I must have commissioned and authorised another approved coordinator by signing a new declaration of participation. During periods in which I have not commissioned and authorised a coordinator, I am not entitled to deliver.

I am aware that my participation in the ITW will automatically end if I have not appointed and authorised a new coordinator within two months of the termination of agreement taking effect. In this case, I am also obliged to implement the requirements of the ITW until the final confirmation audit.

My right to the termination of agreement and authorisation of the coordinator for good cause remains unaffected.

Place, date
tive

Livestock owner – Signature of legal representative

We hereby accept the appointment and authorisation associated with this declaration of participation.

Place, date

Coordinator – Signature of legal representative

Annexes

Data sheets for registration (annex m)
Data protection and consent form for livestock owner