

Declaration of participation for livestock owners suckling cow production

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/name: _____

street/No.: _____

Postal code: _____ City: _____ Country: _____

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

Phone (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. Suckling cow farmers who are participants in the Initiative Tierwohl are to receive a price surcharge for the delivery of ITW slaughter cows for implementing the ITW requirements for suckling cow production (contained in the cattle production criteria catalog). This price surcharge is freely agreed between the market participants and paid by the participating abattoirs to the abattoir's trading partner (suckling cow farmers, producer groups, livestock dealers, etc.). With this in mind, I declare:

I would like to be a participant in the ITW cattle programme. I instruct and authorize

_____ 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 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 (VVVO no.):		
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 EC Organic Regulation or a standard of organic farming associations that guarantees a higher quality standard than the EC Organic Regulation	☐ No ☐ Yes, according to:	
Location data	Name/designation	
	Street/No.	
	Zip code/city	
production scope	Suckling cow production	

Declaration of participation livestock owners

Contact person for auditing (additional information on separate sheet if necessary)	First and last name
	Phone (landline/mobile)
	Fax/e-mail
	Best time to reach me is from...to (times)

Registration, approval

My coordinator will register the above location in the ITW database. Upon registration, I am registered to participate 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 organize 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 suckling cow production 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 effect, the operating company will provide timely notification.
2. **I will demonstrate compliance** with the requirements for suckling cow production in accordance with the Manual Agriculture, Criteria Catalog for Cattle Production, and cattle production from the implementation date specified by me in the ITW Cattle Registration Data Sheet (annex m) **in regular audits and reviews** in accordance with the ITW inspection system. I am aware that refusal to allow inspection of documents, to make copies, or to provide photographic documentation 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 announced and unannounced audits and other inspections 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 will grant access to the necessary documents.

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

4. I recognize that a price surcharge for my ITW slaughter cows will only be paid by the abattoir recipient if it itself participates in the 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 debtor of any price surcharge to which I am entitled is the trading partner of the abattoir who delivers my ITW slaughter cows.

Declaration of participation livestock owners

The operating company and the bodies within ITW are entitled to adjust the recommendation for the Höhe of the price surcharge 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 paid price surcharge.

5. I agree to comply with **sanctions** and to pay any contractual penalties imposed 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 suckling cow production in Manual Agriculture 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 recognized quality assurance system are found.
 - b) I am prepared to pay a contractual penalty to the operating company.
 - 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. to contribute to the **audit costs** and the **costs of administration and organization** (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 coordinator immediately of any significant operational changes that could affect my location's participation in the ITW and jeopardize the validity of the certification.

Term, termination of agreement

My participation in the ITW Cattle is unlimited. is limited to the term of the certification. I can terminate my participation with three 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).

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 commissioning and authorization of the coordinator without the need for further declaration.

Declaration of participation livestock owners

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 for legal reasons without far-reaching changes, 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/authorization of the coordinator

The commissioning and authorization of the coordinator associated with the declaration of participation shall take effect upon signing. My coordinator shall be liable for this commissioning and authorization, both personally and for vicarious agents, only in cases of 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 coordinator's mandate and authorization associated with the declaration of participation in writing to the coordinator by the third working day of the quarter ending at the end of the quarter. I am aware that the coordinator may terminate the agreement within the same 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 authorized another approved coordinator by signing a new declaration of participation. During periods in which I have not commissioned and authorized 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 authorized 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 programme audit.

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

Place, date
the

Livestock owner – Signature of legal representative

We hereby accept the appointment and authorization 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