

Declaration of participation livestock owners calf production

Registration for the Initiative Tierwohl 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: _____

Initiative Tierwohl (hereinafter referred to as "ITW") is a programme to promote animal welfare at the agricultural production level of livestock owners. Calf farmers who are participants in the Initiative Tierwohl should receive a price surcharge for the delivery of ITW animals in order to implement the ITW requirements for calf production. The price surcharge for fattening calves is to be freely agreed between market participants and paid by the participating abattoirs to the slaughterhouse's trading partner (calf farmers, producer groups, livestock dealers, etc.). With this in mind, I declare:

I would like to participate in the ITW cattle program. I hereby 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	calf production	

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

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. **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 calf production in the Manual Agriculture Cattle 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 demand the return of 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 for an indefinite period. 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

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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.
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 signature. 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 by the third working day of the quarter ending at the end of the quarter. I am aware that the coordinator may effect the termination of 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.

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Place, date
tive

Livestock owner – Signature of legal representa-

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