

Declaration of Participation: Cattle 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) –

☐ New Registration for the Initiative Tierwohl ☐ Change of Programme

Company Information

Company/Business: _____

Street/No.: _____

Post Code: _____ City: _____ Country: _____

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

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

Email: _____

The Initiative Tierwohl (hereinafter referred to as "ITW") is a system designed to promote animal welfare at the agricultural production level among livestock owners. For cattle production, the Initiative Tierwohl offers the following programmes: *Stall plus Platz*, *Frischlufstall*, and *Auslauf/Weide*. As of the date of submission of this declaration of participation, the programmes correspond to Levels 2, 3 and 4 of *the scheme for uniform labelling of the Haltungsform*. Livestock owners participating in the Initiative Tierwohl are to receive a price surcharge for the delivery of ITW-certified cattle in recognition of their implementation of the ITW requirements for cattle production. The price surcharge is shown separately on the slaughter invoices by the participating abattoirs and paid out to the abattoir's trading partners (cattle production companies, producer cooperatives, livestock dealers, etc.). The bodies within the Initiative Tierwohl have issued a recommendation regarding the amount of the price surcharge for *Stall plus Platz*, which should serve as a guideline for agreements between the supplying cattle producer, the supplying trading partner, and the recipient. The price surcharge for *Frischlufstall* and *Auslauf/Weide* is negotiated bilaterally between the market participants.

With this in mind, I declare that I would like to participate in the programme (please check only one programme)

☐ *Stall plus Platz* ☐ *Frischlufstall* ☐ *Auslauf/Weide*

. I hereby commission and authorize

_____ as my 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 (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 under the EU Organic Regulation or a standard set by organic farming asso-	☐ No ☐ Yes, according to:	

Livestock Owner Participation Agreement

ciations that guarantees a higher quality standard than the EU Organic Regulation	
Location Data	Name/Designation
	Street/No.
	Post Code/City
production scope	cattle production
Contact person for auditing (additional information on separate sheet, if applicable)	First and Last Name
	Phone (Landline/Mobile)
	Fax/Email
	Best time to reach me: from...to (times)

Registration, Approval

The coordinator will register the above-mentioned location in the ITW database. With this registration, I am registered to participate in the ITW Cattle program. I understand that the operating company will decide on my participation in the ITW only after conducting a programme audit. I have no entitlement to approval for the ITW. If I am approved by the operating company to participate in the ITW, my coordinator will immediately inform me of the approval and organize my participation in the ITW.

Obligations Upon Approval

By signing this declaration of participation, I hereby commit myself—in the event of approval of my location—to the coordinator and directly to the operating company to

1. to recognize the ITW **programme manual**, including the participation requirements for cattle production as set forth in the *Agriculture Manual Cattle Production*, in its currently valid version. The ITW *programme manual* comprises all documents published on the ITW website at www.initiative-tierwohl.de regarding the program's description and implementation, in their currently valid versions, and which apply to me. I will regularly check for the currently valid requirements. Should any changes take effect, the operating company will provide timely notice.
2. **To demonstrate** compliance with the requirements set forth in the *Manual Agriculture for Cattle Production*—as of the implementation date specified by me in the ITW *Registration Data Sheet* (annex M), in accordance with the *ITW inspection system*, **through regular audits and inspections**. I am aware that refusing to allow access to documents, the making of copies, or documentation via photographs may result in a general K.O., the loss of my eligibility of delivery within the ITW, and the imposition of sanctions.
3. **to fully implement the requirements** documented and certified by the certification body throughout the entire duration of my participation and to demonstrate compliance during the inspections provided for under the inspection system outlined in the programme manual.

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I will at all times permit announced and unannounced audits and other inspections at my company by certification bodies approved by the operating company, employees of the operating company, and/or persons commissioned by the operating company, and I will grant access to the necessary documents.

I am aware that my participating location may be subject to sanctions if full compliance with the requirements cannot be verified during audits and other inspections.

4. I recognize that a price surcharge for my ITW cattle will be paid by the abattoir only if the abattoir itself is a participant in the Initiative Tierwohl. I am aware that the abattoir pays a price surcharge for ITW cattle only once to the trading partner who delivers the ITW cattle. Unless I am a trading partner of the abattoir myself, the party liable to pay me the price surcharge to which I am entitled is the trading partner of the abattoir who delivers my ITW cattle.

The operating company and the bodies within the ITW are entitled to adjust the recommended amount of the price surcharge for the *Stall plus Platz* programme as needed or to cancel it entirely. 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 out.

5. To comply with **sanctions** and pay any imposed contractual penalties directly to the operating company.

In the event of failure to comply with the requirements at (Section 2)

- a) I will be downgraded to a lower programme or lose my eligibility of delivery in the ITW. The terms and conditions for cattle production in the *Agriculture Manual Cattle Production* specify the circumstances under which I will be downgraded, lose my eligibility of delivery, and how I can regain my eligibility of delivery in the ITW.

I am aware that the location's eligibility of delivery may be temporarily revoked even if I pass the ITW audit or inspection in accordance with the ITW inspection system, but nonconformities with the basic criteria of the QS scheme or a comparable recognized quality assurance scheme are identified in the process.

- b) I am prepared to pay a contractual penalty to the operating company. The amount of the contractual penalty is based on the significance of the breached obligation and the severity of the violation; for *Stall plus Platz*, it is also based on the recommended price surcharge, and for *Frischlufstall* or *Auslauf/Weide*, also on the average market-standard price surcharge that I have received, as determined by the ITW, for implementing the ITW requirements since the last successful inspection 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 results in the revocation of my eligibility of delivery within the ITW.
 - d) In particularly serious cases, the operating company reserves the right to file a criminal complaint.
 - e) My certification body may revoke the certification granted to me for the registered location and, if applicable, demand the return of the certificate issued.
6. I agree to contribute to the **audit costs** as well as the **costs for administration and organization** (grouping of livestock owners). The amount of my contribution will be determined between me and my coordinator (e.g., through a fee schedule at). I agree to pay the agreed-upon amount to my coordinator by the due date.
 7. to immediately inform my certification body and my coordinator of any significant operational changes that could affect my location's participation in the ITW and jeopardize the validity of the certification.

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Term, Termination of Agreement

My participation in the ITW Cattle is indefinite. I may terminate my agreement with three months' notice to the end of the month.

My right to terminate the agreement for cause remains unaffected. Cause exists, in particular, if the Cattle and Pig Advisory Board decides, in accordance with the Terms of Participation, to make adjustments to the programme manual and the ITW requirements, and these adjustments take effect for me during the period for which I have acquired or will acquire entitlements under the ITW. In this case, I may terminate my participation in the ITW as of the effective date of the amendments; in all other cases of termination of agreement for good cause, termination takes effect immediately.

I must notify the coordinator of my termination of agreement with the ITW. My termination of agreement becomes effective only upon receipt by the operating company (deregistration in the ITW database by the coordinator).

I am aware that

1. I have no right to be readmitted to the ITW after termination of agreement. Termination of my participation in the ITW also terminates the coordinator's mandate and authorization without the need for any further declaration.
2. The financing of the operating company and its Initiative Tierwohl by the industry stakeholders constitutes the legal basis for the ITW. If the operating company's activities are completely discontinued for good cause—for example, because the initiative's financing can no longer be secured or because the ITW cannot be continued without far-reaching changes for legal reasons—my participation in the Initiative Tierwohl will also end. In this case, any claims I may have acquired against the operating company during the course of my participation shall lapse without compensation. By signing this declaration of participation, I expressly recognize this.

Appointment/Authorization of the Coordinator

The appointment and authorization of the Coordinator associated with this Declaration of Participation takes effect upon signature. My Coordinator is liable under this appointment and authorization—both personally and for vicarious agents—only for willful misconduct and gross negligence. This limitation of liability does not apply to damages resulting from a breach of material contractual obligations. In such cases, the coordinator is liable in accordance with statutory provisions. In the event of a breach of material 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 my coordinator, I may terminate the mandate and authorization of the coordinator associated with the declaration of participation in writing by the third business day of the quarter preceding the end of the quarter. I am aware that the coordinator may terminate the agreement with the same notice period. Upon the termination of agreement taking effect, but no later than two months after the termination of agreement takes effect, I must have appointed and authorized another licensed coordinator by signing a new participation declaration. During periods in which I have not appointed and authorized a coordinator, I am not entitled to receive deliveries.

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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. Even in this case, I am obligated to comply with the ITW's requirements until the final programme audit.
My right to terminate the agreement and authorization for the coordinator for good cause remains unaffected.

Place, Date
sentative

Livestock Owner – Signature of Legal Repre-

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 for livestock owner