Declaration of Participation: Livestock Owners in the Suckling Cow production

Registration for the Initiative Tierwohl

- A separate registration is required for each official registration number (Registration number according to the German Livestock Transport Regulation)
and, if applicable, for each sub-area of a company (in cases where different Haltungsformen are operated under a single registration number) –

☐ New Registration for the Initiative Tierwohl ☐ Change of programme

Company Information

Company/Business: _____

Street/No.: _____

Zip Code: _____ City: _____ State: _____

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

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

Email: _____

The Initiative Tierwohl (hereinafter referred to as "ITW") is a programme designed to promote animal welfare at the agricultural production level for livestock owners. For suckling cow farmers, the Initiative Tierwohl is offered for the *"Stall plus Platz," "Frischluftstall,"* and *"Auslauf/Weide"* programmes. Suckling cow farmers participating in the Initiative Tierwohl are to receive a price surcharge for the delivery of ITW slaughter cows in exchange for implementing the ITW requirements for suckling cow husbandry (included in the Cattle production Criteria Catalog). This price surcharge is freely agreed upon between market participants and is paid out by the participating abattoirs to the abattoir's trading partners (suckling cow farmers, producer cooperatives, livestock dealers, etc.).

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

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

I hereby commission and authorize participants

_____ as my representative to act on my behalf within 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 (VVVO No.):		
Participation by specific sheds within the farm (e.g. farm units) ***Note: Details regarding the sheds must be included in the registration data sheet, annex m***	☐ No, the entire location is participating in an ITW programme	☐ Yes, only part of the location participates in the ITW programme mentioned above
Site certified under the EU Organic Regulation or a standard set by organic farming associations that guarantees a higher quality standard than the EU Organic Regulation	☐ No	☐ Yes, specifically according to:

Livestock Owner Participation Agreement

Site Data	Name/Designation
	Street/No.
	ZIP Code/City
production scope	Suckling Cow Farming
Contact person for auditing (additional information on a separate sheet, if applicable)	First and Last Name
	Phone (Landline/Cell)
	Fax/Email
	Best reached from…to (times)

Registration, Admission

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

Obligations Upon Admission

By signing this declaration of participation, I hereby commit myself—in the event that my location is admitted—to the Bündler and directly to the operating company to

1. to accept the ITW programmeme **manual**, including the participation requirements for suckling cow farming in the Cattle Farming Manual, in its currently valid version. The ITW programmeme manual comprises all documents published on the ITW website at www.initiative-tierwohl.de regarding the programme'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 for suckling cow husbandry in accordance with the Agriculture Manual—Cattle, specifically the Criteria Catalog for Cattle Fattening, starting from the implementation date I specified in the ITW Cattle Registration Data Sheet (Appendix M), **through regular audits and inspections conducted** in accordance with the ITW inspection system. 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 in the programmeme manual in accordance with the inspection system.

   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 facility may be subject to sanctions if full compliance with the requirements cannot be verified during audits and other inspections.

4. To acknowledge that a price surcharge for my ITW slaughter cows will be paid by the purchasing abattoir only if it is a participant in the Initiative Tierwohl itself. I am aware that the abattoir pays a price surcharge for ITW slaughter cows to me only once, to the trading partner who delivers the ITW slaughter cows. 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 slaughter cows.

   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. 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 eligibility requirements for suckling cow farming in the Cattle Farming Manual 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 my 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 from 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, the severity of the violation, and the average market-standard price surcharge that, according to the ITW's assessment, I have received for implementing the ITW requirements since the last successful inspection in accordance with the ITW inspection system.
   c) , the operating company may temporarily or permanently exclude me from further participation in the Initiative Tierwohl. Upon temporary or permanent exclusion, my eligibility of delivery under the ITW will be revoked.
   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 group coordinator (e.g., through a scale of fees). I agree to pay the agreed-upon amount to my group coordinator by the due date.

7. To immediately inform my certification body and my group coordinator of any significant company changes that could affect my site's participation in the ITW and jeopardize the validity of the certification.

Term, Termination

My participation in the ITW Beef programme is indefinite. It is limited to the term of the certification. I may terminate my participation 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 Beef and Pork Technical Committee decides, in accordance with the terms of participation, to make adjustments to the programmeme 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 for good cause, termination takes effect immediately.

I must notify the coordinator of my termination of participation in the ITW. My termination becomes effective only upon receipt by the operating company (de-registration in the animal welfare database by the coordinator).

I am aware that

1. I have no right to be readmitted to the ITW after termination. Termination of my participation in the ITW also terminates the Bündler's mandate and authorization without the need for any further declaration.
2. The financing of the operating company and its Initiative Tierwohl by the economic 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 acknowledge 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 Aggregator is liable in accordance with statutory provisions. In the event of a breach of material contractual obligations, the Aggregator's liability is limited to the foreseeable, typically occurring damage.

If I wish to continue participating in the ITW but change my Bündler, I may terminate the appointment and authorization of the Bündler 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 Bündler may terminate the agreement with the same notice period. Upon the termination taking effect, but no later than two months after the termination takes effect, I must have appointed and authorized another licensed aggregator by signing a new declaration of participation. During periods in which I have not appointed and authorized an aggregator, I am not entitled to receive deliveries.

I am aware that my participation in the ITW automatically ends if I have not appointed and authorized a new Bündler within two months after the notice of termination takes effect. Even in this case, I am obligated to comply with the ITW's requirements until the final programmeme audit.
My right to terminate the appointment and authorization of the aggregator for good cause remains unaffected.

_____	_____
City, Date	Livestock Owner – Signature of Legal Representative

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

_____	_____
City, Date	Organizer – Signature of legal representative

Attachments Registration data sheets (Attachment m)
Data protection and consent for livestock owner