



# Declaration of Participation

Registration for the Animal Welfare Initiative - *Initiative Tierwohl*

- separate registration required for each location/site/VVO number and each production type -

## Company Details

Business/Company: \_\_\_\_\_

Street / Number: \_\_\_\_\_

Postal code: \_\_\_\_\_ Town: \_\_\_\_\_ County/State \_\_\_\_\_

Forename and surname **of legal representative:** \_\_\_\_\_

Telephone (landline and/or mobile): \_\_\_\_\_

Telefax/email: \_\_\_\_\_

The animal welfare initiative **Initiative Tierwohl** has been developed as a comprehensive programme to promote animal welfare at agricultural livestock production level. Livestock producers licensed for participation by the **Gesellschaft zur Förderung des Tierwohls in der Nutztierhaltung mbH** ("Company for the Promotion of Animal Welfare in Livestock Farming Ltd." - sponsoring company) shall receive animal welfare payments for the implementation of defined requirements relating to livestock production.

I would like to participate in the animal welfare initiative **Initiative Tierwohl**. I hereby commission and authorise \_\_\_\_\_ as my Coordinator, to safeguard my interests in the animal welfare initiative *Initiative Tierwohl*, to make legally binding declarations to the sponsoring company and any service providers appointed by the same and to register the following location/site in the animal welfare initiative database.

<b>Production type</b>	<input type="checkbox"/> Sow production <input type="checkbox"/> Piglet production <input type="checkbox"/> Pig fattening <input type="checkbox"/> Broiler Production <input type="checkbox"/> Turkey production
Location/Site Certified in accordance with European Organic Regulations or an organic farming organisation standard guaranteeing a higher quality standard than the European Organic Regulations.	<input type="checkbox"/> No <input type="checkbox"/> Yes, specifically in accordance with:
Registration number, <b>VVO number in Germany:</b>	
<b>Location/Site details</b>	Name/Designation
	Street / Number:
	Postal code/Town
	County/State
<b>Contact person for Initiative Tierwohl</b>	Forename and surname
	Telephone (landline and/or mobile)
	Telefax/email:
<b>Banking details</b>	Account holder

	SWIFT-BIC
	IBAN
	Name of bank
<b>Tax numbers</b>	<input type="checkbox"/> <b>Tax number</b> <input type="checkbox"/> VAT-ID _____
<b>VAT Status</b>	<input type="checkbox"/> flat rate farmer, exempt as per Section 24 para. 1 of the German VAT Act <input type="checkbox"/> opting farmer as per Section 24 para. 4 of the German VAT Act <input type="checkbox"/> Commercial enterprise <i>Note: German state and laender VAT advisers are currently trying to reach agreement as to whether the 10.7% flat rate of tax is applicable with regard to animal welfare payments.</i>

With this registration I have signed up to participate in the animal welfare initiative **Initiative Tierwohl**. I am aware that the promoting company shall ultimately decide with regard to my participation in the initiative. I am aware that I have no automatic right to participate in this initiative.

Should the sponsoring company approve my participation in the animal welfare initiative **Initiative Tierwohl**, my coordinator shall inform me immediately of this approval and organise my participation in the initiative.

By signing this Declaration of Participation, should my location/site be approved for participation, I hereby undertake:

1. To acknowledge and abide by the **Initiative Tierwohl** programme manual, especially the conditions of participation for livestock producers as amended.

I am aware that the requirements of the animal welfare initiative **Initiative Tierwohl**, the participating conditions for livestock producers (Farming manual - Participating Conditions for Pig Farming and Participating Conditions for Poultry Farming *Handbuch Landwirtschaft – Teilnahmebedingungen Schwein und Teilnahmebedingungen Geflügel*), the inspection system and all other documentation relevant to the implementation of the programme are published as amended on the initiative's website at [www.initiative-tierwohl.de](http://www.initiative-tierwohl.de) and as such together constitute the initiative programme manual. This programme manual is subject to continual updates and amendments by the sponsoring company committees. Notwithstanding this, the requirements I have selected as part of the animal welfare initiative remain unchanged during the certificate term.

I have read the participating conditions for livestock producers valid at the time of my registration sign-up.

2. To prove as part of a programme audit that I have implemented the requirements selected in the data sheet (annexes 1 a) to e)) pertaining to this Declaration of Participation from the implementation date I have stipulated. A certification body appointed by the coordinator shall conduct this programme audit. Its auditors are hereby authorised
  - a) To document the conditions found at my business location/site, especially with regard to the implementation of the animal welfare initiative in the programme audit and all subsequent audits by taking photographs or making copies of relevant documents. The certification body and auditors are authorised to pass the documents to the competent bodies within the animal welfare initiative **Initiative**

*Tierwohl.* Notwithstanding this, the certification body and auditors appointed by the coordinator shall undertake to treat any documents and information from my business in the strictest confidence.

- b) To access audit reports by QS-System or a comparable quality assurance scheme recognised by the sponsoring company in which I and my company location/site participate.

I am aware that refusal to grant access to records, to make copies or to document by taking photographs may lead to a general K.O. and consequential loss of eligibility to participate in the animal welfare initiative.

Following a successful programme audit, the certification body shall confirm the implementation of the selected requirements.

3. To implement the requirements documented and certified by the certification body for the entire period of the certificates validity without interruption and to verify implementation in unannounced verification audits as well as by means of the other audits provided for according to the inspection system in the programme manual.

I am aware that I can only make deletions, amendments or additions to the requirements I have selected in exceptional circumstances and only in accordance with the participating conditions for livestock producers (Fig. 2.4.2), as amended, which are published on the animal welfare initiative website ([www.initiative-tierwohl.de](http://www.initiative-tierwohl.de)). For each and every deletion, amendment or addition of requirements a new audit shall be conducted by the certification body in which:

- a) the requirements implemented so far are verified (verification audit) and  
b) the new requirements or amendments are documented and certified (programme audit).

My payment entitlements may lapse if I fail to have the requirements implemented so far verified and fail to have the new requirements or amendments documented and certified. Should my payment entitlements lapse, I shall be obligated to repay any animal welfare payments received since the last audit.

The commercial basis of the animal welfare initiative *Initiative Tierwohl* is the funding of animal welfare payments via retail businesses (grocery retailers). Since the programme fees for retail businesses are linked to the total quantity of fresh meat produce marketed and the number of retailers and livestock producers participating in the animal welfare initiative is subject to fluctuations, it is by no means certain and cannot be ruled out completely that the livestock producers' payment entitlements exceed the programme fees received by the sponsoring company (underfunding/shortfall). Within the sponsoring company, a financial committee of experts is set up which determines the level of programme fees payable by retail businesses to the sponsoring company and which is responsible for establishing and monitoring a cash reserve, as well as for determining and - if required - deferring the times at which animal welfare payments are made. If, in spite of the efforts of the finance committee there is expected to be a funding shortfall at the sponsoring company, the animal welfare payments may be partly or wholly deferred by postponing the due dates for payment. If the activities of the sponsoring company should be ceased completely for compelling reasons, for example because funding for the initiative can no longer be guaranteed, any deferred animal welfare payments shall lapse without replacement along with all of my other payment entitlements. By my signature affixed below this declaration of participation, I expressly acknowledge this.

4. The coordinator shall be notified of the number of animals reared, disposed of/sold or delivered for slaughter accurately to the day using the attached form "Notification of Livestock Movements" (Annex 2).

I can also directly notify the sponsoring company or its service providers of the animal figures as soon as the technical prerequisites to do so are created.

5. To allow at all times at my business announced and unannounced audits by certified bodies approved by the sponsoring company, a member of sponsoring company staff or an person appointed and authorised by the sponsoring company body and to allow the requisite examinations and access to the required documentation.
6. To comply with sanctions and pay any contractual penalties directly to the sponsoring company to which these claims have been assigned.

I am aware that should I fail to implement the requirements documented and certified in the programme audit,

- a) I am obligated to repay any animal welfare payments paid to me since the latest **passed** audit. At the same time my eligibility in the animal welfare initiative shall also lapse for the future.
  - b) I am obligated to return the certificate to the certification body.
  - c) Due to contravening the animal welfare initiative requirements I also have to expect the initiation of sanction proceedings. The independent sanctions committee formed within the sponsoring company may, in accordance with the rules of sanction procedure impose programme penalties up to the amount of € 100,000.00 as well as pronouncing temporary suspension or permanent exclusion from the animal welfare initiative *Initiative Tierwohl*.
  - d) In particularly serious cases it is to be expected that the sponsoring company shall file criminal charges.
7. To immediately inform the coordinator, the sponsoring company and - if there is a legal obligation to do so - the competent authorities with regard to critical events that are of significance for the animal welfare initiative. Critical events are occurrences that pose or could pose a risk to humans, animals, the environment, property assets or the animal welfare initiative on the whole.

These include in particular:

- a) All deviations from the requirements of the animal welfare initiative *Initiative Tierwohl*, the deviations could possibly pose a risk to animal welfare and animal health.
  - b) All legal or regulatory investigative proceedings brought against me if the proceedings are directly or indirectly oriented towards guaranteeing or implementing the relevant animal protection regulations.
  - c) All media research, critical media reports and public protests relating to my location/site that are directly or indirectly related to animal welfare or animal protection.
8. To contribute by way of a share of the costs arising for audits and for administration and organisation (pooling of livestock producers). The amount of the cost share will be determined between the coordinator and myself (for example via a scale of fees). I hereby undertake to pay my share of the costs to the coordinator at due date.

I am aware that via this commissioning and authorisation my coordinator himself and any vicarious agents are only liable with regard to criminal intent and gross negligence. The limitation of liability does not apply with regard to damages arising from the violation of fundamental contractual obligations. In such cases the coordinator is liable in accordance with statutory regulations. In the case of violation of contractually fundamental obligations the liability of the coordinator is limited to foreseeable, typically occurring damages.

I have obtained details regarding my rights and obligations arising from participation in the animal welfare initiative *Initiative Tierwohl* from the programme manual, in particular the Participating Conditions for Livestock Producers, published on the animal welfare initiative website ([www.initiative-tierwohl.de](http://www.initiative-tierwohl.de)) as amended.

I hereby consent that all data required for the animal welfare initiative (address data, audit reports, notifications of animal figures) may be stored by the coordinator or another office within the initiative and that said data can

be forwarded to the relevant department within *Initiative Tierwohl*. Personal and company-specific data - other than the fact that my company is participating in the animal welfare initiative *Initiative Tierwohl* or is temporarily suspended or permanently excluded - may only be passed to third parties with my prior consent; the sponsoring company and any service providers called in and obligated to maintain confidentiality by the same shall not be classed as third parties in this context.

I may terminate my participation in the animal welfare initiative *Initiative Tierwohl*, provided I give the notice stipulated in the respective Participating Conditions for Livestock Producers (Figure 2.3). I am aware that after giving notice on participation, a waiting period shall come into effect, during which I shall not be able to register again for participation in *Initiative Tierwohl* with the approved location/site. Along with termination of my participation in the animal welfare initiative the commissioning and authorisation of the coordinator shall also end without the need for further explanation.

The commissioning and authorisation of the coordinator associated with the Declaration of Participation shall come into effect with the signing of the same. Should I wish to continue my participation in the animal welfare initiative but would like to change coordinator, I may terminate the commissioning and authorisation of the coordinator associated with the Declaration of Participation by giving notice in writing to the coordinator by the third working day of any quarter to the end of that quarter. I am aware that the coordinator may also terminate by giving the same notice. When termination becomes effective, at the very latest upon expiry of a period of two months thereafter, I must have commissioned and authorised another, approved coordinator by signing a new Declaration of Participation. I am aware that:

- I shall not receive any animal welfare payments for periods in which I cannot prove to have commissioned and authorised a coordinator,
- My participation in the animal welfare initiative shall end automatically if, after expiry of a period of two months subsequent to termination becoming effective, I have failed to commission and authorise a new coordinator.

My right to terminate the commissioning and authorisation of the coordinator or my participation in the animal welfare initiative for exceptional reasons shall remain unaffected.

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Livestock producer – Signature - legal representative

We hereby accept the commissioning and authorisation associated with this Declaration of Participation.

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Coordinator - Signature - legal representative

**Annexes 1 a) to 1e)** Data sheets for registration

**Annex 2 a) to b)** Notification of Livestock Movements