

## Declaration of Participation

Registration for the Animal Welfare Initiative - *Initiative Tierwohl*

Poultry (Programme 2018 – 2020)

- separate registration required for each official registration 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: \_\_\_\_\_

E-Mail: \_\_\_\_\_

The Animal Welfare Initiative *Initiative Tierwohl* is a programme to promote animal welfare at agricultural livestock production level. Livestock producers licensed for participation in the programme 2018 – 2020 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 (programme 2018-2020)*. I hereby commission and authorise

\_\_\_\_\_ as my coordinator, to safeguard my interests in the Animal Welfare Initiative, to make legally binding declarations to the operating company and any service providers appointed by the same and to register the following location/site in the animal welfare initiative database.

<b>Registration number of the location, in Germany location number:</b>	
<b>Location/Site</b> 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 <span style="margin-left: 200px;"><input type="checkbox"/> Yes, specifically in accordance with:</span>
<b>Location/Site details</b>	Name/Designation
	Street / Number:
	Postal code/Town
	County/State
<b>Production Scope</b>	<input type="checkbox"/> Broiler production <input type="checkbox"/> Turkey production
<b>Contact person for auditing</b> (further information if necessary on extra sheet)	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"/> Tax number <input type="checkbox"/> VAT-ID _____
<b>VAT Status</b>	Animal Welfare Payments remain untaxed under reverse charge
<b>Main-supply-abattoir of the location (marketer)</b>	Name/ Designation
	Street/Number
	Postal Code/Town
	Country/ State

### **Registration, Authorisation**

My coordinator will register my location in the Animal Welfare Initiative database and will inform the mentioned marketer at the same time. With this registration I have signed up to participate in the Animal Welfare Initiative (*Programme 2018 – 2020*). My marketer can propose my registered location considering his available budget according to a random process for participating in the Animal Welfare Initiative. The operating company decides on the basis of the proposals, if I have an entitlement for animal welfare payments for participating in the Animal Welfare Initiative. I am aware, that I can participate in the Animal Welfare initiative on the suggestions of my marketer without receiving animal welfare payments. I am aware that I have no automatic right to participate in this initiative.

Should the operating company approve my participation in the Animal Welfare Initiative, my coordinator shall inform me immediately of this approval and my entitlement for payments and organise my participation in the initiative (among others: execution of audits).

### **Responsibilities when approval**

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

1. To acknowledge and abide by the **Animal Welfare Initiative Programme Manual**, especially the conditions of participation for livestock producers as amended. I am aware, that the Agricultural manual applies to me which I can find on the website [www.initiative-tierwohl.de](http://www.initiative-tierwohl.de) in the valid version.
2. To prove as part of a **programme audit** that I have implemented the requirements from the implementation date I have stipulated. 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.

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 audits according to the inspection system in the programme manual.

I will permit audits at any time either announced or unannounced by certification bodies authorised by the operating company, by employees of the operating company or by persons delegated by the operating company. I will allow the needed examination as well as inspection into the needed documents.

If I fail to have the requirements implemented so far verified, the operating company can exclude me from participating temporarily or permanently. In this case my payment entitlements lapse. I shall be obligated to repay any animal welfare payments received since the last audit. If my location passes the audit in spite of the non-implementation of basic criteria of the QS Scheme or of a comparable, accepted quality assurance scheme, my payment entitlements can lapse until I prove the implementation of corrective actions to the certification body.

I am aware that I may participate in the Animal Welfare Initiative but shall not receive any animal welfare payments if I am already obligated to implement a greater amount of available space due to regulations contained in animal protection legislation.

I am also aware that the commercial basis of the Animal Welfare Initiative is the funding of animal welfare payments via retail businesses which are the business fundamentals of the Animal Welfare Initiative. If the livestock producers' payment entitlements are exceeding the programme fees (underfunding/shortfall), the animal welfare payments may be partly or wholly deferred by postponing the due dates for payment. If the activities of the operating company should be ceased completely for compelling reasons, for example because funding for the initiative can no longer be guaranteed or the Animal Welfare Initiative cannot be continued due to legal reasons without far-reaching changes, 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. To comply with **sanctions** and pay any contractual penalties directly to the operating company to which these claims have been assigned. I am aware that should I fail to implement the requirements documented and certified in a 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 entitlements 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 operating 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.
  - d) in particularly serious cases it is to be expected that the operating company shall file criminal charges.
5. To contribute the **costs arising for audits** and for **administration and organisation** (coordinating of livestock producers). The amount of my contribution will be determined between my coordinator and me (for example via a scale of fees). I hereby undertake to pay the agreed contribution to my coordinator at due date.

### **Term and Termination**

My participation is limited to the duration of my certificate. With expiration or the withdrawal of my certificate my participation ends, no termination is required. During the term of my certificate

- a) I can terminate my participation with a period of six month to the end of month ordinarily.
- b) The operating company can set my participation undemanding
  - for broiler production with expiration of six month since creation of the certificate, after that with expiration of further six month
  - for turkey production with expiration of twelve month since creation of the certificate, after that with expiration of further twelve month

My participation can be set undemanding (entitlement of animal welfare payments lapse) if my marketer does not allot my company for participating in the Animal Welfare Initiative.

My right for extraordinary termination for important reasons remains unaffected. Important reasons include:

- a) If the expert committee/ project group determines adjustments of the manual und the requirements of the Animal Welfare Initiative and this will become valid during the time for which I gained entitlement or will gain entitlement.
- b) If my participation will be set undemanding as mentioned in point b) above.

In case a) I can terminate my participation in the Animal Welfare Initiative when the adjustments get effective, in case b) I can terminate my participation throughout a declaration to the operating company at the point where the status of undemanding gets effective.

I am aware that after termination I do not have a right for reapproval for participation in the Animal Welfare Initiative. With the termination of my participation in the Animal Welfare Initiative also the assignment and authorisation of my coordinator ends without any further declarations required.

Details to my rights and obligations from the participation in the Animal Welfare Initiative I took from the programme manual, especially from the Participating conditions for livestock owner. I am basically willing to support the further development of the Animal Welfare Initiative through occasional questioning and surveys that are conducted by the operating company.

### **Assignment/ Authorisation of coordinator**

Assignment and authorisation of the coordinator related to my participation enters into force upon its signing. 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.

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. Also in this case I am obligated to fulfil the requirements of the Animal Welfare Initiative until the last confirmation audit (Responsibilities when approval, number 3).

My right to terminate the commissioning and authorisation of the coordinator 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**

Datasheets for registration (1d) and 1e))  
Data protection declaration