

# Participation Declaration for livestock owners

Registration for Animal Welfare Initiative (Programme 2021 - 2023)

- **Separate registration required for each official registration number (Registration number according to the German Livestock Transport Regulation) and each production scope**

## Company data

Company/ trade name \_\_\_\_\_

Street/No.: \_\_\_\_\_

Post Code: \_\_\_\_\_ City: \_\_\_\_\_

Country: \_\_\_\_\_

First name and surname **legal representative**: \_\_\_\_\_

Telephone (land-line and/or mobile): \_\_\_\_\_ Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

The Animal Welfare Initiative (hereinafter: AWI) is a programme for the promotion of animal welfare at the agricultural livestock production level. Poultry producers, that are approved by the Gesellschaft zur Förderung des Tierwohls in der Nutztierhaltung mbH (operating company) for participation in the 2021 - 2023 AWI programme, receive an animal welfare payment from the operating company for AWI poultry production. This animal welfare payment is determined by the AWI. For the services provided to them by the operating company the participating abattoirs pay remuneration to the operating company, which also covers the commercial costs of the animal welfare payment from the operating company to the poultry producers. This amount of this payment is calculated in accordance with the quantity of AWI Poultry reported as delivered by the participating abattoirs. With this proviso I declare:

I wish to participate in the AWI (Programme 2021 - 2023) I commission and authorise

\_\_\_\_\_ as coordinator,  
to safeguard my interests in the AWI to issue the necessary legally binding declarations to the operating company and the service providers brought in by the operating company and to register the following location in the AWI database:

<b>Location Registration Number (Registration number according to the German Livestock Transport Regulation)</b>	
<b>Location</b> certified in accordance with EU Eco-regulation or a standard of an organic farming association with a quality standard higher than the EU Eco-regulation	<input type="checkbox"/> No <input type="checkbox"/> Yes, in accordance with:
<b>Location data</b>	Name/ identifier
<b>Location data</b>	Street/No.
<b>Location data</b>	Post code, City
<b>Production scope</b>	<input type="checkbox"/> Broiler production <input type="checkbox"/> Turkey production
<b>Contact for</b>	First name and surname

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<b>auditing</b> (where necessary please give further information on the attached sheet)	Telephone (land-line/mobile)
	Fax/e-mail
	Most convenient times for contact from ... to (times)
<b>Bank Details</b>	Account holder
	IBAN
	SWIFT-BIC
	Banking institute
<b>Tax number</b>	<input type="checkbox"/> Tax number <input type="checkbox"/> VAT ID
<b>Value added tax status</b>	<input type="checkbox"/> Farmer opting to pay VAT consolidated as a lump sum in accordance with § 24 (1) VAT Act <input type="checkbox"/> Farmer opting for standard VAT regime in accordance with § 24 (4) VAT Act <input type="checkbox"/> Commercial operation  <i>Note: Value added tax on the AWI sales figures must be paid irrespective of the individual value added tax status in accordance with general principles (standard tax rate)</i>

### **Registration, admission**

My coordinator shall register the aforesaid location in the AWI database. On registration I shall be registered for participation in the AWI (Programme 2021 - 2023). I am aware that the operating company does not take any decision on my participation in the AWI until after a programme audit has been conducted. I have no claim to admission to the AWI. If I am approved for participation in the AWI by the operating company, my coordinator shall inform me immediately of my admission and my participation in the AWI.

### **Duties on admission**

By signing this Participation Declaration I undertake directly to the coordinator and also to the operating company, for the case of the admission of my location:

1. to become conversant with the AWI **Programme Manual**, including the conditions for participation in the Agricultural Manual Poultry, as amended. The AWI Programme Manual is the entirety of all the documents describing the programme and its implementation, which are published on the AWI website, [www.initiative-tierwohl.de](http://www.initiative-tierwohl.de), in their current version and as they apply to me.
2. **in regular audits and inspections to provide evidence** of the implementation of the requirements in accordance with the Catalogue of Criteria for Poultry Producers as from the implementation date stated by me in the data sheets for registration in the 2021 - 2023 programme (Annexes 1 d) and 1 e)). I am aware that the refusal to allow inspection of documents, the production of copies or photographic documentation may result in a general critical ("K.O.") assessment, to the loss of eligibility of delivery in the AWI and to a system of sanctions.

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3. to provide evidence of the implementation without omission during the entire term of the certification of the requirements documented and certified by the certification body and to provide evidence of the implementation in the audit provided for in the programme manual in accordance with the inspection system.

I shall allow announced and unannounced audits to be undertaken on my premises by the certification bodies approved by the sponsoring company, employees of the sponsoring company or by persons commissioned by the sponsoring company and shall permit the necessary inspections, as well as inspection of the required documents.

I am aware that I and my participating location may be sanctioned, if the implementation without omission of the requirements in the audit and other inspections cannot be verified.

4. to acknowledge that the animal welfare payment for my services to the operating company (implementation of the AWI requirements in poultry production) is paid by the latter, only if the recipient abattoir itself participates in the Animal Welfare Initiative. I am aware that the operating company calculates my claim to the animal welfare payment on the basis of the quantity report from the recipient abattoir. I acknowledge the accuracy if its quantity reports in the relationship between the operating company and myself. I remain free to clarify any issues of discrepancies in quantity directly with my recipient abattoir.

The operating company and the AWI bodies are entitled to adjust the amount of the animal welfare payment, if required.

5. to pay **sanctions** to be complied with and penalties imposed for breach of contract directly to the operating company.

In the event of failure to implement the requirements (Section 2)

- a) I lose my eligibility of delivery to the AWI and the claims linked to the eligibility of delivery to payment of the animal welfare payment. The conditions for participation in the Agricultural Manual Poultry determine whether and how I can recover my eligibility of delivery to the AWI.  
I am aware that the eligibility of delivery of my location can also cease temporarily, if I pass the AWI audit or inspection in accordance with the AWI inspection system, but discrepancies from the basic QS system criteria or a comparable recognised quality assurance system are discovered.
  - b) I am prepared to pay a penalty for breach of contract to the operating company. The amount of this penalty for breach of contract depends on the animal welfare payment I have received from the operating company for implementing the AWI poultry production requirements since the last successful inspection in accordance with the AWI inspection system.
  - c) I may be temporarily or permanently excluded by the operating company from further participation in the Animal Welfare Initiative. Temporary or permanent exclusion causes my eligibility of delivery to cease to exist.
  - d) The operating company reserves the right to report a criminal offence in particularly serious cases.
  - e) My certification body is entitled to withdraw the certification granted to me for the registered location and where applicable, require the return of the certificate issued.
6. to participate in the **audit costs** and the **costs for administration and organisation** (bundling of livestock owners). The amount of my participation is determined between my coordinator and myself (e.g by means of a scale of fees) I undertake to pay the agreed amount in due time to my coordinator.
  7. to notify my certification body and my coordinator without delay of all material operational changes, the effect of which could call into question the effects on the participation of my location in the AWI and the continuing existence of the certification.

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### **Term and termination**

My participation in the AWI (Programme 2021 - 2023) is limited to the term of the certification. On the expiry or withdrawal of certification my participation ends without any need for a notice period. During the term of the certification I may terminate my participation by ordinary termination with a notice period of three months to the end of a month.

My right to extraordinary termination for good cause shall remain unaffected. Good cause exists in particular, if the technical committee or the project group in accordance with the conditions for participation decides on modifications to the Programme Manual and the AWI requirement and these become effective during a period, for which I have acquired or will acquire claims in the AWI. In this case I am entitled to terminate my participation in the AWI at the point in time of the entry into effect of the modifications; in all other cases I am entitled to terminate for good cause with immediate effect.

I must declare the termination of my participation in the AWI to my coordinator. My termination becomes effective in the first instance on receipt by the operating company (de-registration from the animal welfare database by the coordinator)

I am aware that:

1. Having terminated the participation I have no claim to re-admission to the AWI. With termination of my participation in the AWI the commissioning and authorisation of the coordinator also terminates, without any requirement for a further declaration.
2. The financing of the operating company and its Animal Welfare Initiative by the authorised economic operator is the implicit purpose of the AWI. If the activity of the operating company is completely discontinued, for instance, because the funding for the initiative can no longer be secured or it is impossible to continue the AWI for legal reasons without extensive changes, my participation in the Animal Welfare Initiative ends also. In this case any claims to remuneration, which I have acquired in the course of my participation against the operating company, cease to exist and no substitution shall be possible. By signing this Participation Declaration I take express cognisance of this.

### **Commissioning/authorisation of the coordinators**

On signature the commissioning and authorisation of the coordinator associated with the Participation Declaration comes into force. In his own right my coordinator accepts liability arising from this commissioning and authorisation; for vicarious agents he accepts liability only for culpable intent and gross negligence. The limitation of liability does not apply to loss arising from the breach of material contractual duties. In these cases the coordinator shall be liable in accordance with the statutory provisions. In the case of the breach of duties essential to the contract the operating company's liability is limited to foreseeable, typically occurring damage.

If I wish to continue to participate in the AWI, but wish to change coordinator, I am entitled to terminate the commissioning and authorisation of the coordinator associated with the Participation Declaration by the third day of the quarter by giving written notice to the end of the quarter to the coordinator. I am aware that the coordinator is entitled to terminate with the same notice. On the coming into effect of the termination, at the latest however on the expiry of two months from the coming into effect of the termination, I must have commissioned and authorised another approved coordinator by signing a new Participation Declaration. In the periods, during which I have not commissioned and authorised a coordinator, I have no eligibility of delivery.

I am aware that my participation in the AWI ends automatically, if on the expiry of two months from the coming into effect of the termination I have not commissioned and authorised a new coordinator.

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In this case also I am obliged to implement the AWI requirements up until the final confirmation audit. My right to terminate the commissioning and authorisation of the coordinator for good cause remains unaffected.

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

\_\_\_\_\_  
Livestock owner – Signature of legal representative

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

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

\_\_\_\_\_  
Coordinator – Signature of legal representative

**Annexes**      Data sheets on registration (Annexes 1 d) or 1 e))  
                    Data protection declaration