



## General Terms and Conditions IKB Kip

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**Disclaimer:**

The IKB Kip certification scheme has been translated with the greatest care and accuracy. In the event of any disagreement concerning the correct translation, the content, interpretation and operation of the IKB Kip certification scheme, the Dutch text of the IKB Kip certification scheme takes precedence in all cases.

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### **IKB KIP GENERAL TERMS AND CONDITIONS**

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The management of the AVINED foundation;

having regard to the fact that it is desirable, in view of the developments in the market for poultry meat, to regulate the use of quality control systems;

having regard to the fact that, to that end, uniform basic standards should be established, under which certification is possible;

whereas the Board of Directors was established by the management of the AVINED foundation by adopting the Board of Directors Regulations to maintain the balance between food safety and commercial interests through good governance by involving external and independent experts who determine the uniform basic conditions;

whereas the Board of Directors is authorised to administer the certification scheme on the basis of delegation to the extent laid down in the Board of Directors' Regulations;

having regard to the fact that the uniform basic standards should be based on an unbroken quality control system in each link in the chicken production chain, i.e. from the breeding/multiplication establishment right through to the slaughterhouse/cutting plant;

whereas the aim of IKB Kip is to strengthen the license to produce of participating farms in the poultry meat chain. This involves the trust in IKB Kip and the participating companies;

having regard to the fact that in view of the developments in the market for poultry meat it is desirable to have the certification scheme carried out by Certifying Bodies accredited by the Dutch Accreditation Board in accordance with ISO/IEC 17065;

decided to draw up the certification scheme IKB Kip.

On the 10<sup>th</sup> of March 2022 the Board of Directors (RvB) adopted the following:

#### **GENERAL TERMS AND CONDITIONS IKB KIP**

#### **DEFINITIONS**

##### Article 1

For the application of these IKB Kip General Terms and Conditions and its annexes, the following terms are understood to have the following meaning:



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Designated database for antibiotics registration poultry	: Article 1.27, first paragraph - as designated by the Minister of Economic Affairs - on the Decree on keepers of animals or a replacement measure, designated registry for the registration of antibiotics use on poultry;
Designated database for I&R poultry	: Article 38-hh - as designated by the Minister of Economic Affairs – on the Regulation regarding identification and registration of animals or a replacement measure, designated database for the registration of I&R Poultry;
Designated database for monitoring Salmonella in poultry	: Article 15b - as designated by the Minister of Economic Affairs – on the Regulation regarding prevention, control and monitoring of contagious animal diseases and zoonoses and TSEs animals or a replacement measure, for the registration of data related to the aforementioned regulation under article 98h
Action area (red)	: level of antibiotics use at which it is necessary to take immediate measures to lower antibiotics use quickly, also referred to by the term action level (red);
GTC IKB Kip	: General Terms and Conditions IKB Kip;
Antibiotics registration	: the details provided by the vet of antibiotics prescribed to IKB establishments, the probability diagnosis made by the vet and the observed clinical symptoms;
Antibiotic/antibiotics	: antibiotic as referred to in Regulation (EU) 2019/6 or any replacement regulation;
AVINED	: the AVINED foundation, which is a scheme manager and is listed in the trade register of the Chamber of Commerce under number 59546247;
Animal treatment plan	: a plan produced in consultation with the vet, as referred to in 'Template of Animal Health Plan and Animal Treatment Plan' (Annex 11 of the GTC IKB Kip), setting out in what cases and in which way antibiotics are used and in which way diseases/diseased animals are tackled, and if vaccinations are applied (in which cases);
Proprietary clothing and footwear	: clothing / footwear that must be worn inside company premises, before entering the clean area
Company premises	: the building in which the poultry is located, hatching eggs are processed and/or hatched, where poultry is slaughtered and dressed, or where poultry is boned, cut and/or packaged and the outhouse, production area, barns and rooms associated with the premises.
Company information	: the information (including audit findings, assessment results, certification decisions, the data registered in databases mentioned in the IKB Kip certification scheme as well as the collected and generated data) relating to the IKB Kip participant that is or will be collected within the framework of the IKB Kip certification scheme;
Animal health plan	: a plan produced by the vet and possible advisors, in consultation with the Poultry farmer as referred to in 'Template of Animal Health Plan and Animal Treatment Plan' (Annex 11 of the GTC IKB Kip), setting out which measures the

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	company takes to improve animal health and reduce use of antibiotics.
Business site	business establishment based at one address with at least one access road;
Company premises (the structure)	: a coherent whole of production units, consisting of one or multiple buildings or parts thereof, situated in one plot, where: <ul style="list-style-type: none"><li>- poultry is housed;</li><li>- hatching eggs are processed and/or hatched; and/or</li><li>- poultry is slaughtered, dressed, boned, cut and/or packaged for sale to third parties. Insofar as related to poultry, the workshop, shed, feed silo(s) etc. are also included;</li></ul>
Benchmark report	: report containing feedback on the prescribed antibiotics for an IKB establishment in a specific period;
Management	: the management of the AVINED foundation;
Competent authority	: the organisation (s) that are tasked in part, or tasked on behalf of the government, with, among other things, the supervision, investigation and/ or enforcement of statutory regulations;
Visitor	: all persons that enter the Company premises (the structure) (excluding the business owner and his staff)
Hatching egg(s)	: egg(s), originating from poultry and intended to be hatched, with the exception of vaccine eggs intended for the pharmaceutical industry;
Buffer area	: (changing) room situated between clean and unclean areas of the company premises;
Foreign IKB Kip participant	: IKB Kip participant of which the structure is located in a country other than the Netherlands;
CCvD	: Central Board of IKB Kip Experts (abbreviated to CCvD), as referred to in article 3 of the GTC IKB Kip established by the management by its decision on 21 January 2014;
IKB Kip certificate	: document, issued by or on behalf of the CA declaring that an establishment is certified in the framework of the IKB Kip scheme and which document only serves to identify the establishment or vet concerned as an IKB establishment;
IKB Kip certification scheme	: the IKB Kip General Terms and Conditions and its Annexes 1 to 13, as they currently are or will be in the future, as well as the stipulations in and arising from it: <ul style="list-style-type: none"><li>Annex 1: IKB Kip regulations (Annex 1.1 to 1.4);</li><li>Annex 2: IKB Kip certification criteria;</li><li>Annex 3: IKB Kip dispute resolution regulation;</li><li>Annex 4: IKB Kip quality mark regulation;</li><li>Annex 5: Certification conditions for IKB Kip Certifying Bodies;</li><li>Annex 6: Regulation of IKB Kip Central College of Experts;</li><li>Annex 7: Sample agreement for the application of the IKB Kip certification scheme;</li><li>Annex 8: Broiler evaluation system;</li><li>Annex 9: IKB Kip complaints procedure;</li><li>Annex 10: Description of samples taken and applications for exemption IKB Kip;</li></ul>

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	<p>Annex 11: Template of animal health and animal treatment plan for IKB Kip poultry farms; Annex 12: Procedure for the IKB Kip antibiotics registration; Annex 13: Board of Directors Regulations.</p>
Certification	: the supervision – including inspections and assessments – by or on the instructions of the CA of establishments of IKB Kip participants and the issue or revocation of IKB Kip certificates in accordance with the IKB Kip scheme;
Certifying Authority (CA)	: a legal entity which has entered into an agreement with the scheme manager in the framework of implementing the IKB Kip scheme, as a result of which it has been made responsible for inspecting and certifying IKB Kip participants;
Certification criteria	: certification criteria IKB Kip
Consumer	: any person who purchases poultry meat with the aim of consuming this meat or having others consume this meat. This includes institutions – such as hospitals etc., restaurants, company restaurants etc. where poultry meat is prepared and offered for consumption;
Inspection Body	: an Inspection Body (abbreviated to IB) is a legal entity accredited for the IKB Kip scheme according to the ISO / IEC 17020 standard and which is responsible for the inspection of IKB establishments and establishments that applied for participation in the IKB Kip scheme in the context of the implementation of the IKB Kip certification scheme;
CRA	: the Database Central Registration Antibiotics appointed by the scheme manager for the registration of antibiotics in the poultry sector. In this database, the prescribed and dispensed antibiotics are registered in the context of the 'IKB Kip approach to reducing antibiotics'. This database is managed by the AVINED foundation;
DDDA	: Defined Daily Dose Animal (measure for antibiotic use, which is calculated using the method for the calculation of antibiotics use, assigned by the scheme manager);
Day-old chicks	: poultry of less than 72 hours old;
Egg repository	: the area where all eggs to be delivered (grandparent company) or laid (hatchery) are stored;
Epizootic unit	: group of animals with the same immune status and same risk of infection. This means the group of animals have had the same vaccinations and share the same air volume;
Delegated scheme manager	: Board of Directors;
IKB Kip Disputes Committee	: the committee responsible for settling disputes between IKB Kip participants on the one hand and the scheme manager on the other;
Structured approach to antibiotics	: approach set out within IKB Kip to reduce the use of antibiotics;
GPD	: Regulation for Certified Poultry Veterinarians;
GPD vet	: Veterinarian as referred to in article 1.1 of the Law animals or the replacing law who is certified according to GDP as a Certified Poultry Veterinarian;

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Cocks	: male poultry;
Hens	: female poultry;
Origin pair	: all (grand)parent animal pairs that are located on the same company premises;
Main site of Multi-site	: responsible party of a Multi-site, the main site take the responsibility for the management of the Multi-site and recipient of the IKB Kip certificate;
HOSOWO authority	: recognised authority for activities associated with the hygienogram, barn inspection and/or water inspection;
Hygiene scan	: by the scheme manager appointed scan used to depict a poultry company's hygiene status and to increase awareness about company hygiene;
Hygiene lock	: area that must be passed before the clean area of the building/company premises can be accessed.
IKB records	: all documents that the IKB Kip participant has keep on file in the context of the IKB Kip scheme;
IKB establishment	: company certified by the certifying authority in the context of the IKB Kip certification scheme and to this end receives the IKB Kip certificate;
IKB Kip participant	: the (legal) person qualified as poultry farmer / poultry business, hatchery, slaughterhouse, cutter or multi-site, who has concluded the IKB Kip agreement with CA and which is currently still active;
IKB Kip barn sign	: the sign produced by the scheme manager for the designation of IKB Kip businesses.
Insertion	: the transfer of incubated eggs to a broiler house;
Setting	: the placement of eggs in an incubator;
IKB Kip quality mark	: the collective IKB Kip quality mark for the purpose of: - making the IKB establishment recognisable as certified establishment in context of the IKB Kip certification scheme. The IKB Kip quality mark is registered as European trademark with number 8114951 ; - communications concerning IKB establishments;
KIP number	: registration number assigned pursuant to Regulation identification and registration of animals or its successors;
KIP system	: The Database Poultry Flock Information System - this is also the database designated by the scheme manager for registration, including for I&R poultry and poultry salmonella monitoring. The KIP system is managed by the AVINED Foundation;
Complaint	: everyone can lodge a complaint, as referred to in article 21, concerning the IKB Kip certification scheme.
Flock	: all poultry with the same health and immunity status housed in the same barn and forming one epizoölogical unit;
Chick hatchery	: company premises that is not a poultry farm and that is used to set or hatch hatching eggs;
Multi-site	: a group or a collection of at least 20 (potential) IKB establishments as referred to in article 10;

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Rearing farm	:	company premises used for rearing breeding poultry and multiplication poultry until the stage where they can reproduce;
Breeding poultry	:	grandparent animals and parent animals of 72 hours and older that are housed until the stage in which they can produce eggs;
Set up	:	putting poultry in an empty barn;
Parent animal company	:	facility used for the production of eggs, intended for the production of broilers;
Parent animals:	:	poultry that is kept for the production of eggs intended for broiler production;
Parent animal hatchery	:	hatchery for parent animals;
IKB Kip Agreement	:	a written agreement, as referred to in 'Example Agreement on the Application of the IKB Kip Certification Scheme' (Annex 7 of the GTC IKB Kip) entered into between the potential IKB Kip participant and the CA in which the provisions of or pursuant to the IKB Kip certification scheme have been declared applicable;
(Great) grandparent animal company	:	facility used for the production of eggs, intended for the production of (grand)parent animals;
(Great) grandparent animals	:	poultry that is kept for the production of eggs for the production of grandparent or parent animals;
Transfer	:	the transfer of hatching eggs from an incubator to a hatcher / post-hatching device;
Land	:	grounds at one address which have been demarcated that the plot boundaries are clearly recognisable;
Pests	:	animals present on the site with characteristics that are considered to be pathogenic, harmful or undesirable
Pest control company	:	a professional company that provides services aimed at managing, preventing or controlling pests
Pest control	:	the implementation of the correct, durable population management measures, based on the biology and habits of the organisms in question and their relationship with the environment;
PLUIMNED	:	where reference is made to PLUIMNED in the certification scheme, AVINED must be read here as being the foundation with which PLUIMNED was merged on 29 December 2021 and which has taken over all of PLUIMNED's rights and obligations. PLUIMNED will be written out of the Certification Scheme in stages;
Poultry	:	chickens of the Gallus gallus line, reared or kept for the production of (hatching) eggs or poultry meat;
Poultry farmer	:	the natural or legal entity holding poultry on a commercial basis for the production of broilers or hatching eggs;
Poultry farm	:	company premises for the housing of poultry;
Potential IKB Kip participant	:	the (legal) person qualified as poultry farmer / poultry business, hatchery, slaughterhouse, cutter or multi-site, who is part of the IKB Kip certification scheme but who has not yet concluded an agreement with IKB Kip;

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Production area	:	the area in which poultry is slaughtered and/or cut;
Board of Directors	:	Board of Directors (BD) as referred to in article 2 of the IKB Kip General Conditions as established by the board by decision of 26 June 2018, based on delegation, charged with the management of the IKB Kip certification scheme, to the extent laid down in the Board of Directors Regulations;
Cycle	:	a (barn-specific) flock from the time it's set up until the last animal is removed (not including unloading and addition);
Cleaning company	:	A professional company that cleans poultry houses or the equipment in poultry houses;
Scheme manager	:	owner of the certification scheme IKB Kip, the AVINED foundation;
Link	:	poultry farm that is grandparent company, hatchery, rearing farm, broiler farm, parent company, abattoir or cutting plant;
Clean / unclean access road	:	the 'unclean' access road is the external company road, intended for suppliers, contractors, destructors and livestock commerce. This road is intended for the supply of feed and animals, disposal of animals, carcasses and manure (external transport). The 'clean' access road refers to all walkways and roads that are intended for internal transport. The clean area of the company premises is visibly separated from the unclean area;
IKB Kip secretariat	:	the secretariat of the scheme manager who, under supervision of the secretary, supports the scheme manager, CCvD, the Board of Directors and management during the daily management of and communication about the IKB Kip certification scheme;
Secretary	:	the (official) secretary appointed by the board who heads the IKB Kip secretariat;
Abattoir	:	an establishment for the slaughter and dressing of poultry;
Barn	:	space at a poultry farm where poultry is kept, with a ventilation facility that can be operated independently from other spaces;
Signalling area (orange)	:	level of antibiotics use at which it is necessary to take measures to reduce the antibiotics use (the use is high, warranting further attention and reduction measures), also referred to by the term signalling level (orange);
Barn clothing/footwear	:	clothing/footwear that must be worn before entering the barn (animal area);
Foundation	:	the AVINED foundation
Target area (green)	:	level of antibiotics use at which no immediate action is required to reduce the antibiotics use, also referred to by the term target level (green);
Structural multiple use	:	broiler farms and rearing of (great)grandparent animal companies that have been categorized at action area with regard to the use of antibiotics for three consecutive periods of six months;

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UDA veterinary medicine	: only available on prescription from a vet at a veterinarian or pharmacist. The owner / keeper of the animal is allowed to administer the medicine himself;
UDD veterinary medicine	: only a veterinarian can supply these medicines to the animal. Since 1 March 2014, antibiotics also have the UDD status. A poultry farmer is only allowed under strict conditions to administer antibiotics;
Hatching	: the hatching of chicks from transferred eggs under the proper conditions;
Partial unloading	: transport of poultry as a result of which the barn is not empty;
Cutting plant	: an establishment where poultry meat is deboned, cut out or cut, packaged or stored;
URA veterinary medicine	: only available on prescription from a vet at a veterinarian or pharmacist, but also from authorized traders. These traders need a special marketing authorization for this. Recognizable by the code URA (Only on Prescription Delivery);
Broiler farm	: establishment used for broiler farming;
Broilers	: poultry of 72 hours and older kept for the production of meat;
To trade	: having in stock or presenting to the public with an eye to selling, offering for sale, sale, delivery or any other form of marketing;
Visually clean	: free of dirt (such as manure and bedding), no visible liquids and excessive dust. Dirt created during the current day may be present;
Front area	: area between the company building entrance and the buffer zone, which is completely separated from the area in which the poultry is housed;
IKB Kip regulations	: the regulations and conditions referred to in 'Regulations IKB Kip' (Annex 1 of the GTC IKB Kip) that form part of the IKB Kip certification scheme and that are drawn up specifically for a certain link of the production chain and that have to be complied with by IKB establishments or certified Multi-sites operating in that specific link of the production chain;
Chairman	: the chairman of the AVINED foundation;
Complete unloading	: transport of poultry as a result of which the barn is empty;
Self-inspection programme	: system for independent sampling and inspection, which guarantee self-inspection as determined in Article 8.10 of Regulation regarding veterinary drugs and Article 8.5 of the veterinary drugs Decree. Note that 'self' can also refer to the participation in a programme as described above. This does not necessarily mean that the poultry farmer must inspect matters by him/herself.

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## MANAGEMENT AND MONITORING

### Article 2

1. The management is authorised to manage and supervise compliance with the IKB Kip certification scheme. The management may delegate some of these powers to a Board of Directors.





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2. The Board of Directors carries out the delegated part of the management of the certification scheme in accordance with the Board of Directors' Regulations adopted by the management.
3. The “Board of Directors Regulations” (Annex 13 to the GTC IKB Kip) contains further rules regarding the composition, tasks and functioning of the Board of Directors.

### **CENTRAL BOARD OF EXPERTS**

#### Article 3

1. There is an IKB Kip Central Board of Experts (hereafter CCvD).
2. The CCvD has been made responsible for advising on the day-to-day management referred to in Article 2 and for carrying out or arranging supervision as referred to in Article 2.
3. In the ‘Rules of Procedure of the IKB Kip Central Board of Experts’ (Annex 6 with the IKB Kip GTC), the scheme manager provides more detailed regulations for the composition, tasks and operation of the CCvD.

### **CERTIFYING AUTHORITY**

#### Article 4

1. There are Certifying Authorities (CAs) responsible for inspecting and assessing (potential) IKB Kip establishments for certification based on the IKB Kip certification scheme.
2. In the 'Certification Conditions for IKB Kip Certifying Authorities' (Annex 5 to the IKB Kip GTC) further regulations have been established for the recognition of Certifying Authorities.

### **COPYRIGHT**

#### Article 5

Save for exceptions as established by the law, no aspects of the IKB Kip certification scheme may be reproduced and/or made public in any form whatsoever (which also applies to full or partial processing) without written permission from the scheme manager (owner of the copyright).

### **APPLICATION**

#### Article 6

1. Applications for a (potential) IKB establishment with which a natural or legal entity wishes to participate in the IKB Kip certification scheme – possibly after a period of exclusion – are lodged by the operator or owner of the establishment to the CA in accordance with the ‘IKB Kip Certification criteria’ (Annex 2 to the IKB Kip GTC).
2. After the application referred to in clause one is registered, an IKB Kip agreement as in accordance with the 'Sample Agreement for the application of the IKB Kip Certification scheme' (Annex 7 of the GTC IKB Kip) is entered into by the potential IKB Kip participant and de CA, followed by a certification inspection conducted by the CA.



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3. The costs of the certification inspection referred to in clause 2 are borne by the natural or legal entities as referred to in clause 1 of this article.
4. The IKB Kip agreement is governed by Dutch law.

### Article 7 – cancelled per 1 june 2020

## EQUIVILANT SCHEMES AND REGULATIONS

### Article 8

1. On the advice of the BD, the management can recognise a certification scheme and/or quality scheme from the Netherlands or from abroad as a certification scheme and/or quality scheme at least equal to the guarantees provided by the guarantees offered by the IKB Kip certification scheme, at the expense of the natural or legal person who requests it in writing.
2. The costs of the recognition of a quality scheme as referred to in the first paragraph can be charged to the natural or legal person who submits a written request for this in accordance with the conditions of the first paragraph.
3. IKB establishments are allowed to accept hatching eggs and poultry produced and traded in accordance with the conditions of a recognised certification scheme and/or quality scheme as referred to in the first paragraph.
4. The IKB establishments can treat, process and trade the hatching eggs and poultry as IKB worthy referred to in the third paragraph in accordance with the relevant regulations in 'IKB Kip Regulations' (Annex 1 of the IKB Kip GTC).

## CERTIFICATION

### Article 9

1. If the certifying authority is of the opinion that the approval inspection shows that the IKB Kip participant complies with the provisions of or pursuant to the IKB Kip certification scheme or that there are no objections to its participation the IKB Kip certificate will be issued in order to certify the IKB Kip participant concerned.
2. The costs for participation in the IKB Kip certification scheme are borne by the IKB Kip participant.

## MULTISITE RECOGNITION IKB KIP

### Article 10

1. Within the IKB Kip certification scheme, it is possible for a group of potential IKB Kip establishments, with company premises (structure) as described in article 1, to apply for recognition as an IKB Kip Multi-site.
2. The companies as described in the first clause may be distributed over various links.
3. The group described in clause 1 must have one site operating as main site.



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4. If a Multi-site enters into an IKB Kip agreement, the agreement does not need to be co-signed by the individual establishments or business units (sub locations) which are constituents of the Multi-site and on whom obligations are imposed or to whom rights are granted by this agreement.
5. Certification of a Multi-site as described in the first paragraph also includes certification of the individual establishments or business units that form part of the Multi-site and at which the IKB Kip certification scheme is aimed. The IKB Kip certificate doesn't have to be applied for by the separate establishments or business units concerned.
6. The CA evaluates whether a Multi-site meets the requirements in clause 1, for the account of the Multi-site.
7. Multi-site certification takes place in conformity with the 'Certification Criteria IKB Kip' (Annex 2 to the GTC IKB Kip) and Annex 1.3 'IKB Kip Regulations for main site of a Multi-site' (Annex 1.3 to the GTC IKB Kip).

## REGISTERS

### Article 11

1. The scheme manager keeps a public register with the establishments that are certified in the context of the IKB Kip certification scheme.
2. The registry, as mentioned in the first paragraph, includes every listed company's (IKB) KIP number as well as a notice when the company is not certified and/or a notice when the company is in the possession of an IKB Kip certificate and the chain for which the IKB Kip certificate was issued.
3. The scheme manager can keep a register based on based on names and addresses (not for public use) where the establishments that are certified in the context of the IKB Kip certification scheme are mentioned. This register is only distributed to IKB Kip participants.
4. In addition to the public registry, the following data may be made accessible to IKB Kip participants:
  - a. (IKB) KIP number;
  - b. Name and address data;
  - c. date of certificate issues / certificate validation term;
  - d. status of certificate (accepted, terminated, suspended, extended, exclusion);
  - e. chain / product for which the certificate was issued.

## CENTRAL DATABASES/REPORTS

### Article 12

1. The IKB Kip certification scheme is using these databases:
  - a. KIPnet;
  - b. CRA;
  - c. KIP-system.



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2. In KIPnet, CAs register results of the inspections and certifications carried out in the context of the IKB Kip certification scheme. In addition, the results of the Salmonella inspections as conducted under the IKB Kip certification scheme are also registered in KIP.
3. The veterinarian with whom the IKB company has entered into an agreement within the framework of the IKB Kip certification scheme must enter all the prescribed or used antibiotics at the establishment of the IKB Kip participant in the CRA, including diagnosis of the clinical symptoms of poultry on the establishment of the IKB Kip participant.
4. The KIP system is used to register transfers of poultry within, from and to the IKB Kip participant's company.
5. The databases referred to in clause 1 are used by default and applicable to all Dutch IKB Kip participants. It is not possible for Dutch IKB Kip participants to participate in the IKB Kip certification scheme without being registered in the aforementioned databases.
6. Within the context of the IKB Kip certification scheme, the scheme manager may decide to create reports on the basis of the (company) data registered in the database mentioned in the first paragraph.

### COMPLIANCE WITH IKB KIP CERTIFICATION SCHEME

#### Article 13

1. Every IKB Kip participant is obliged to comply rigorously with the provisions of or pursuant to the IKB Kip certification scheme and with the IKB Kip agreement.
2. A Multi-site, as referred to in Article 8, that is certified in the context of the IKB Kip certification scheme must oblige every establishment or business unit covered by the IKB Kip certificate to comply rigorously with the provisions of or pursuant to the IKB Kip scheme and the IKB Kip agreement.

### SATUTORY PROVISIONS

#### Article 14

Every IKB Kip participant is obliged to comply rigorously with any statutory provision applicable in the country in which the IKB Kip participant's company premises and/or buildings are situated, insofar as relevant to the IKB Kip participant.

### OBLIGATION TO REPORT CHANGES

#### Article 15

1. Every IKB Kip participant is obliged to immediately inform the CA in writing of any change to the establishment or to the business operations that affects or may affect the IKB Kip agreement.
2. Changes as referred to in the first paragraph shall at least include:
  - a. any permanent or temporary discontinuation of the business operations;
  - b. liquidation or discontinuation of the business irrespective of the way in which this is done;
  - c. changes to the legal form of the establishment;
  - d. renovation of the company;



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- e. transfer of the establishment.
3. Following a change as referred to in clause 1, the CA can arrange for an inspection to be carried out at the expense of the natural or legal entity concerned who entered into an IKB Kip agreement with the CA.
4. In the event that a change is not immediately reported in writing as referred to in the first and second paragraphs, the CA may impose a measure as referred to in article 19.

### REGULATIONS FOR THE VARIOUS LINKS

#### Article 16

1. The regulations that must be observed by the individual IKB Kip participants and the business units that form part of a certified Multi-site, are set out in the 'IKB Kip Regulations' (Annex 1 to the GTC IKB Kip). Every link has its own regulations, which are set out in the separate annexes to the 'IKB Kip regulations'. They are:
  - a. Annex 1.1: IKB Kip regulations for chick hatcheries, abattoirs and cutting plants;
  - b. Annex 1.2: IKB Kip regulations for poultry farms;
  - c. Annex 1.3: IKB Kip regulations for the main site of a Multi-site;
  - d. Annex 1.4: IKB Kip regulations for safeguarding of antibiotics registry.

### USER RIGHT FOR THE IKB KIP QUALITY MARK/BARN SIGN

#### Article 17

1. Acquiring an IKB Kip certificate gives the IKB Kip participant and the main site of Multi-sites the right to use the IKB Kip quality mark on:
  - delivery notes;
  - statements;
  - invoices;
  - advertising signs;
  - or elsewhere, to make the company recognisable as an IKB establishment
  - to communicate concerning the poultry meat products produced and traded and/or operations with other IKB establishments and/or consumers subject to the provision that the IKB Kip quality mark, barring under written permission of the scheme manager, must not be used in statements made to consumers if a relationship is implied – of any nature whatsoever – between the poultry products and the IKB Kip quality mark.
2. The IKB Kip participants that obtained the user right referred to in clause 1 are only entitled to use it:
  - a. taking into account the provisions in or pursuant to the 'Quality mark regulation' (Annex 4 of the GTC IKB Kip) ; and
  - b. for as long as the IKB Kip agreement and the user right have not been terminated or suspended; as well as
  - c. for as long as the IKB Kip certificate is valid and not suspended.
3. The costs relating to the management, award, use and supervision of use of the IKB Kip quality mark, as well as the IKB Kip barn sign are for the account of the parties authorised to use it as referred to in article 2 of the 'IKB Kip Quality mark regulation' (Annex 4 of the GTC IKB Kip).



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4. The IKB establishment and main site of a Multi-site are entitled to use the barn sign. The barn sign is produced by or on behalf of the scheme manager.
5. Establishments joined up to a Multi-site can only use the barn sign if it has been issued via the Multi-site. The main site of the Multi-site ensures that the barn sign is returned to the main site of the Multi-site when the agreement between the associated company and the main site of the Multi-site is terminated.

## SUPERVISION

### Article 18

1. The CA arranges or commissions both announced and unannounced inspections of IKB Kip participants in the context of supervision of compliance with the provisions of or pursuant to the IKB Kip certification scheme or the IKB Kip agreement.
2. The checks referred to in the first paragraph regarding a certain IKB Kip participant can be carried out both on the establishment of the IKB Kip participant in question and on other IKB Kip participants and/or other establishments.
3. The findings of the inspections referred to in paragraph 1 are evaluated by or on behalf of the CA.
4. In the context of the certification, as well as the related inspection(s), assessment(s) and supervision by or on behalf of the scheme manager, the information as described in the 'IKB Kip Certification Criteria' (Annex 2 of the GTC IKB Kip) is applicable.
5. Company data may be reported - in certain cases upon request - to the scheme manager and/or designated authorities that are (by or on behalf of the government) responsible for the monitoring, detection and/or enforcement of relevant legislation.

## IMPLEMENTATION OF MEASURES

### Article 19

1. If the CA establishes in any way that an IKB Kip participant does not comply with the provisions in or pursuant to the IKB Kip certification scheme, the CA will implement a measure against the IKB Kip participant concerned.
2. In the event of an establishment or a business unit referred to in Article 10, second clause, does not or not properly comply with the provisions in or pursuant to the IKB Kip scheme or the IKB Kip agreement, measures are imposed against the certified Multi-site to which the establishment or business unit concerned belongs.
3. The imposition of measures by the CA is subject to the provisions in or pursuant to the 'IKB Kip certification criteria' (Annex 2 to the GTC IKB Kip) and 'IKB Kip regulations' (Annex 1 to the GTC IKB Kip) for the link concerned.
4. The imposed measures implemented can be reported by or for the CA – further to a request to this effect or of its own initiative – to bodies who have been given responsibilities by the government for such matters as enforcing statutory regulations.



## MEASURES

### Article 20

1. The measures imposed for non-compliance or improper compliance with the provision of or pursuant to the IKB Kip scheme and/or the IKB Kip agreement may consist of:
  - a. a written warning;
  - b. a follow-up inspection;
  - c. the requirement for creating an improvement plan;
  - d. an increased monitoring frequency at the expense of the IKB Kip participant;
  - e. suspension;
  - f. exclusion;
  - g. withdrawal of the right of the IKB Kip participant concerned to use the quality mark;
  - h. imposition of a structured approach to reduce the use of antibiotics;
  - i. an obligation to obtain external support for implementing the structured approach to reduce the use of antibiotics.

Several measures may be imposed or accumulated in case of one or multiple deficiencies at a IKB Kip participant.

2. When a participant with user right to the quality mark wholly or partially fails to comply with the provisions under or pursuant to the 'IKB Kip Quality mark regulation' (Annex 4 of the GTC IKB Kip), the CA that granted the user right to the IKB Kip participant concerned is entitled to impose a written warning, a follow-up inspection of the IKB Kip participant and/or a suspension of the IKB company('s certificate). and it is furthermore entitled to terminate the IKB Kip agreement as defined in Article 4, second clause with the IKP Kip participant concerned without the need for a notice of default or judicial intervention.

## DISPUTES AND COMPLAINTS

### Article 21

1. There is an IKB Kip Disputes Committee. In the 'IKB Kip Dispute resolution regulations' (Annex 3 to the IKB Kip GTC) further rules have been established in relation to the assembly, tasks, powers and operation of the IKB Kip Disputes Committee.
2. Any disputes that may arise regards the material provisions of the IKB Kip certification scheme will be settled by the IKB Kip disputes committee, by means of a binding recommendation wherein the IKB Kip participant and scheme manager are a party. In the event of such disputes the 'IKB Kip Dispute resolution regulations' (Annex 3 to the IKB Kip GTC) applies.
3. Disputes arising between any IKB Kip participant and the CA concerning aspects of the certification carried out by the CA or measures imposed by the CA, are adjudicated by the expert group set up by the CA by means of a binding ruling. The regulations applicable to disputes in which the certifying body is a party is the regulation established by the CA for dispute resolution by its disputes committee. CA will determine the name of the designated group of experts together with the scheme manager and will inform the scheme manager about disputes that are report to this group of experts.
4. Complaints from IKB Kip participants or natural or legal entities who are not IKB Kip participants concerning conduct of the scheme manager within the framework of the IKB Kip certification



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scheme can be lodged through a complaints committee. IKB establishments can use this procedure. The 'IKB Kip complaints procedure' (Annex 9 to the GTC IKB Kip) applies for dealing with complaints.

5. The CCvD will be informed, as soon as possible, regarding pending disputes and proceedings. The information will be provided anonymized.

### TERMINATION

#### Article 22

1. The IKB Kip agreement is entered into for an indefinite period.
2. Termination of the IKB Kip agreement other than by a measure being implemented referred to in Article 17, must be effected in writing, observing a minimum one month notice period.
3. After the term of notice referred to in the second clause has elapsed, the relevant details will be removed from the register referred to in Article 9.
4. In the event that a participant is suspended or disqualified, the entry in the register as intended under Article 11, notwithstanding the provisions of the preceding paragraph, will be maintained during the period of suspension or disqualification.

### RETURN OF DOCUMENTS UPON TERMINATION OR UPON THE IMPOSITION OF A MEASURE

#### Article 23

1. If participation in the IKB Kip certification (ex Article 20, second clause) scheme is terminated, the IKB Kip certificate and all other documents – and barn signs – relating to participation in the IKB Kip certification scheme must be returned to the CA or to the Inspection Body (hereafter referred to as IB).
2. If participation in the IKB Kip scheme has been suspended or terminated by implementing a measure as referred to in Article 19, the IKB Kip certificate and all other documents – and signs – relating to participation in the IKB Kip scheme must be returned immediately to the CA or the IB.
3. In the cases referred to in the first and the second clause, all use of the IKB Kip quality mark must cease immediately when the termination/suspension/exclusion becomes effective, on penalty of a fine of € 1500 per day that the breach continues, with a maximum of € 45,000, without prejudice to the right to compensation of all the loss suffered and expenses incurred.

### AMENDMENTS TO THE IKB KIP CERTIFICATION SCHEME AND THE IKB KIP AGREEMENT

#### Article 24

1. Any amendments to the IKB Kip scheme shall be considered to apply to the IKB Kip agreement. The IKB Kip participant are obliged to comply narrowly with these changes and to enforce compliance.
2. The IKB Kip certification scheme describes how changes in or pursuant to the IKB Kip certification scheme are determined.





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3. Amendments in the IKB Kip certification scheme are communicated by or on behalf of the scheme manager to the IKB Kip participants and the CA.
4. A copy of the IKB Kip certification scheme can be obtained from the scheme manager or be viewed on the website.

### **COSTS**

#### Article 25

1. The costs of participation in the IKB Kip certification scheme consist of a participation fee and the costs pertaining to the certification and inspections for the IKB Kip certification scheme and all other costs as referred to in the IKB Kip certification scheme.
2. The scheme manager will annually determine the amount of the participation fee which partly consists of the costs related to the management of the certification scheme and the costs related to the activities that the scheme manager deems useful or necessary for the promotion of its objectives. These are communicated in accordance with Article 24.
3. The costs of participation in the IKB Kip certification scheme must be paid to the CA or the scheme manager within the terms set for that, or in advance if so requested. The CCvD will determine which party sees to the collection of the participation fee.
4. In the event of an imposed measure and/or termination of the IKB Kip agreement and participation in the IKB Kip certification scheme, no refund will be offered for the participation fee paid by the IKB Kip participant up to that point in time.
5. In the event that the IKB Kip participant ends his/her IKB Kip agreement and participation in the IKB Kip certification scheme within 4 weeks after publication of the participation fees for the coming calendar year, the IKB Kip participant will not be required to pay the respective fee.

### **APPROACH TO REDUCING ANTIBIOTICS IKB KIP**

#### Article 26

1. The 'IKB Kip approach to reducing antibiotics use' consists among others of the following elements:
  - a. 1 to 1 relationship with a vet prescribed in accordance with the conditions of IKB Kip;
  - b. animal treatment plan;
  - c. animal welfare plan;
  - d. categorization in levels and evaluation of antibiotics use in rearing and broiler farms.
2. The classification in levels and the assessment system referred to under clause 1d is included in the regulations set out in the 'IKB Kip certification criteria' (Annex 2 of the GTC IKB Kip) and 'Regulations for poultry farms IKB Kip' (Annex 1.2E of the GTC IKB Kip).
3. In the context of the accreditation, vets prescribed in accordance with the conditions of IKB Kip record any prescribed and dispensed antibiotics in the CRA central database, including the diagnosis and clinical symptoms. AVINED manages this database. The power of disposition of the



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data lies with the Ministry of Economic Affairs, on the basis of regulations. The data from CRA are also used by the scheme manager and the CA, with regard to the IKB participants.

4. The scheme manager will pass on the name and address and other details regarding deliveries of antibiotics to rearing and broiler farms with structural frequent use to the NVWA. Rearing and broiler farms are considered to apply structural frequent use if they are assigned to the action level during three consecutive six-months periods. The NVWA will use this information in its policy of risk-oriented supervision in the poultry sector.

## IMPLEMENTATION

### Article 27

1. Further to a resolution of the chairman of the CCvD can:
  - a. impose temporary further conditions by way of an implementation decree for exceptional situations or in the event of calamities regarding subjects provided for in the IKB Kip certification scheme. Such decisions will be reported, as soon as possible, to the board and the Executive Board and submitted to the CCvD for approval as soon as possible;
  - b. grant full or partial dispensation of the provisions of or pursuant to the IKB Kip certification scheme for situations eligible for such dispensation and imposing conditions or regulations to the dispensation stipulating that if the conditions or regulations are not, not timely or not properly complied with the dispensation concerned is considered to have been repealed. The CCvD will be informed regarding the granted dispensations;
  - c. revoke any dispensation previously granted.
2. The IKB Kip participants are obliged to comply with and/or ensure compliance with the temporary further regulations, referred to in clause 1.
3. In the event of findings not described in the IKB Kip participation scheme and/or violation of the IKB Kip certification scheme's objectives, quality standards and/or general (public) image of the scheme/poultry industry, such as:
  - a. endangering the health of animals;
  - b. endangering food safety;
  - c. placing public health at risk;
  - d. harming animal welfare;
  - e. endangering (the public image of) the poultry industry and/or other livestock industries;
  - f. endangering the authenticity and/or public image of the IKB Kip certification scheme;the chairman of the CCvD, can instruct the certifying body of the IKB Kip participant concerned to impose a measure to be determined by the chairman of the CCvD, as described in Article 20 of the IKB Kip General terms and conditions.
4. Written decisions and/or instructions from chairman of the CCvD IKB Kip must be regarded as a decision and/or instructions of the scheme manager.

## LIABILITY

### Article 28

1. The liability of the scheme manager for any loss that directly or indirectly arises from or is connected with the IKB Kip certification scheme will at all times be limited to the amount covered by the scheme manager's liability insurance in the relevant case, plus the amount of the



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scheme manager's offset according to the relevant policy. If and insofar as there is no payment pursuant to the relevant insurance and the loss is not the result of intent or attributable recklessness on the part of the scheme manager, all liability is limited to an amount of € 25,000.

2. The scheme manager is not liable for loss that is the result of the scheme manager being provided incorrect or incomplete information and documents, or for consequential damages arising out of or in connection with the IKB Kip certification scheme. In any case, the latter refers to company image damage, trading losses, lost savings and damage due to business stagnation, etc.

### CONCLUDING PROVISIONS

#### Article 29

1. This regulation shall be cited as: IKB Kip General Terms and Conditions.
2. In all cases not provided for by the IKB Kip certification scheme or the law, the delegated scheme manager decides.
3. The General Terms and Conditions IKB Kip were last amended on the 17<sup>th</sup> of March 2023 and take effect on the 1<sup>st</sup> of June 2023.

On behalf of the Board of directors,

J. van Beurden,  
Chairman



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### **ANNEXES GENERAL TERMS AND CONDITIONS IKB KIP**

1. IKB Kip regulations, consisting of Annexes 1.1 to 1.4;
2. IKB Kip certification criteria;
3. IKB Kip dispute resolution regulation;
4. IKB Kip quality mark regulation;
5. Certification conditions for IKB Kip Certifying Bodies;
6. Regulation of IKB Kip Central Board of Experts;
7. Example Agreement on the Application of the IKB Kip Certification Scheme;
8. Broiler evaluation system;
9. IKB Kip complaints procedure;
10. Description of samples taken and applications for exemption IKB Kip;
11. Template of animal health and animal treatment plan for IKB Kip poultry farms;
12. IKB Kip structured approach of antibiotics;
13. Annex 13: Board of Directors Regulations.