



Agreement for the application of the IKB Kip certification scheme

Disclaimer:

The IKB Kip certification scheme and this agreement have 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 and this agreement, the Dutch text of the IKB Kip certification scheme and this agreement take precedence in all cases.

Certifying Authority (CA):

and

Name of IKB Kip participant
(Company name):

Legal form:

Chamber of Commerce number:

Company address:

ZIPcode and town:

Country:

Company registration number:

IKB Registration number:

Name of natural person running the
business/contact person:

Email address:

Address for correspondence:

ZIPcode and town:

Country:

Telephone number:

Mobile phone number:

Link: rearing grandparent breeding farm / grandparent breeding farm / rearing parent breeding farm / parent breeding farm / hatchery / broiler farm / slaughterhouse / cutting plant / main office of a multi-site



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hereinafter referred to as: contracting party

Whereas:

- As scheme manager, Stichting AVINED has established uniform basic standards, the IKB Kip certification scheme, which is based on a continuous quality management system in every part of the poultry meat sector from (rearing) grandparent breeding farms up to and including the cutting plant;
- the contracting party wishes to participate in the IKB Kip certification scheme and to enter into an agreement with the CA with regard to the certification and participation;

the contracting party and CA declare to have agreed as follows.

APPLICATION OF THE IKB KIP CERTIFICATION SCHEME

Article 1

This agreement is governed by the IKB Kip certification scheme, which comprises the IKB Kip General Conditions and its annexes. This agreement takes over the terminology of the IKB Kip General Conditions.

OBLIGATIONS OF THE CONTRACTING PARTY

Article 2

1. By signing this agreement, the contracting party declares to be familiar with the content of the IKB Kip certification scheme. The most recent version of the IKB Kip certification scheme can be obtained from the CA or downloaded from the scheme manager's website.
 2. The contracting party undertakes to uphold the provisions of the IKB Kip certification scheme as set out in the IKB Kip General Conditions and its annexes in current terms and in the future.
 3. The contracting party undertakes to inform the CA immediately of any findings and changes in relation to its company This includes in any case:
 - a. changes in the data given by the contracting party on page 1 of this agreement;
 - b. serious derogations from the IKB Kip certification scheme;
 - c. the notifications indicated as mandatory in the IKB Kip certification scheme.
 4. By signing this agreement, the contracting party gives the following instruction, for the purpose of the fulfilment of this agreement, if applicable in the country concerned:
 - a. for its vet to supply information with regard to all prescribed, supplied and used veterinary medicines in his company to the database designated in the IKB Kip certification scheme;
 - b. for the relevant authority and the manager of the relevant database of the country in which the IKB Kip participant is based for:
 - I. I&R of poultry;
 - II. antibiotics registration for poultry;
 - III. monitoring of Salmonella among poultry;
- to pass on current and historical information with regard to the contracting party's business to the CA and the scheme manager. Both the CA and the scheme manager can use the information concerned in the context of the implementation of this agreement.



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5. By signing this agreement, the contracting party instructs the competent authority of the country in which the IKB Kip participant is based to:
 - provide information about the findings in his company, and
 - the results/outcome of any inspections performed and samples taken in his company, on topics included in the IKB Kip certification scheme, such as but not limited to Salmonella, antibiotics, animal health, animal welfare and food safety to the CA and the scheme manager. Both the CA and the scheme manager can use the information concerned in the context of the implementation of the agreement.

PROCESSING OF COMPANY DATA AND EXCHANGE OF INFORMATION

Article 3

1. In the context of participation in the IKB Kip certification scheme, company data will be collected and processed under or pursuant to the IKB Kip certification scheme and the provisions in this agreement for the purposes referred to in the certification scheme, this agreement and Annex I to this agreement. These company data may furthermore be recorded in the databases and registers referred to in the IKB Kip certification scheme, this agreement and Annex I to this agreement.
2. In the context of participation in the IKB Kip certification scheme, a public register will be kept as set out in the IKB Kip General Conditions and in Annex I to this agreement. This public register may keep track of company data, such as the company registration number of IKB Kip participants, the status of the IKB Kip certificate and the category for which the IKB Kip certificate was issued. If the contracting party is suspended or excluded from participation, the record in the public register is maintained during the period of suspension and/or exclusion, regardless of whether this agreement was terminated.
3. In the context of the IKB Kip certification scheme, a non-public register will be kept as set out in the IKB Kip General Conditions and Annex I to this agreement.
4. The (company) data recorded, obtained or processed in the context of the IKB Kip certification scheme are exchanged and processed pursuant to the provisions in Annex I to this agreement. This annex forms part of this agreement and can be unilaterally changed by the CA, taking into account the provisions under or pursuant to the IKB Kip certification scheme and related provisions in the annex. The contracting party agrees in advance to any changes the CA may adopt in Annex I. The CA is obliged to inform the contracting party in advance of any changes to Annex I. If the contracting party is unable to agree to an amendment to Annex I, the contracting party can lodge an objection against it to the CA within four weeks from the amendment coming into effect. The objection will be dealt with taking into account the provision under or pursuant to the IKB Kip certification scheme and Annex I.
5. The contracting party agrees to it that communications relating to (its participation in) the IKB Kip certification scheme will be digital and that the contracting party's email address, indicated on the front page, will be used for that purpose.



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INSPECTIONS

Article 4

1. In relation to participation in the IKB Kip certification scheme and pursuant to the provisions in the IKB Kip certification scheme, the contracting party will be subject to both announced and unannounced (whether or not) risk-oriented inspections, in order to establish whether the contracting party is complying with the provisions of the IKB Kip certification scheme.
2. The contracting party undertakes to grant its collaboration to the inspections referred to in clause 1 of this article at all times.
3. By signing this agreement, the contracting party consents to inspections, including sampling, performed in the context of the IKB Kip certification scheme.

MEASURES

Article 5

1. If it emerges that the contracting party does not comply fully or not adequately with the terms of this agreement or the provisions of the IKB Kip certification scheme, a measure will be imposed on the contracting party pursuant to the IKB Kip certification criteria. An exhaustive list of the (financial) measures to be used is set out in the IKB Kip certification scheme.
2. The CA is not liable for any direct or indirect loss incurred by the contracting party as a result of having measures imposed.
3. If applicable, the scheme manager is entitled to communicate actively with regard to the measures imposed on the contracting party, with due consideration of the provisions in the IKB Kip certification scheme and Annex 1 to this agreement.

OBLIGATIONS OF CERTIFYING AUTHORITY

Article 6

The CA performs its activities independently and adequately or arranges for them to be carried out to the same standard. The activities performed in the context of this agreement involve implementation, assessment, certification and sanctioning based on the results of the inspections referred to in Article 4.

4. Inspections and evaluations are carried out pursuant to the provisions in the IKB Kip certification scheme.

IKB KIP QUALITY MARK

Article 7

The contracting party is entitled to use the IKB Kip quality mark, taking into account the provisions under or pursuant to the IKB Kip certification scheme. This right applies for the duration of this agreement and for as long as right to use the IKB Kip quality mark is not revoked by or on behalf of the scheme manager.



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LIABILITY

Article 8

1. For direct loss - other than that referred to in Article 5, clause 2, of this agreement - arising from or relating to the execution of this agreement, the CA's liability is always limited to the amount payable in the case concerned under the CA's liability insurance, plus the excess payable by the CA under the policy concerned. If and insofar no payment is made under the aforementioned insurance policy and if the loss is not the result of the CA's imputable negligence, any liability is limited to an amount of € 25,000.
2. The CA is not liable for indirect loss arising from or relating to the performance of an inspection within the context of the IKB Kip certification scheme. This includes in any case direct trading loss, loss of profit, lost savings and loss due to business interruption, etc.

DISPUTES

Article 9

Disputes between the contracting party and the CA, arising from or relating to the IKB Kip certification scheme, are dealt with taking into account the provision under or pursuant to the IKB Kip certification scheme. By signing this agreement, the contracting party agrees that such disputes will be settled by means of a binding opinion from the (dispute resolution) committee set up for that purpose.

COSTS

Article 10

1. The costs for participating in the IKB Kip certification scheme consist of the participant's contribution, the costs relating to the evaluation, certification, inspection, sampling and analysis for the IKB Kip certification scheme, any cancellation costs relating to inspections and the costs prescribed in the IKB Kip certification scheme, as applicable.
2. Each year, the certification authority establishes the participant's contribution.
3. The costs for participating in the IKB Kip certification scheme may be invoiced to the contracting party by the CA or by a person or body designated by the CA for that purpose.
4. In principle, the CA establishes yearly the costs of inspections, assessments certifications and cancellations . These rates can be obtained from the CA.

Article 11

1. The costs for participating in the IKB Kip certification scheme must be settled within the specified terms - or in advance if requested - to the CA or the scheme manager.
2. A failure to settle the costs for participating in the IKB Kip certification scheme may lead to suspension or exclusion from participating in the IKB Kip certification scheme.



CHANGES TO AND TERMINATION OF THE AGREEMENT

Article 12

1. The contracting party is obliged to comply with any changes in the obligations under this agreement, arising from changes made to the IKB Kip certification scheme.
2. The CA will forward any changes to the obligations arising from this agreement to the contracting party after learning about them.

Article 13

The CA is entitled to terminate this agreement with immediate effect and without judicial intervention, if:

- a. the contracting party is granted a suspension of payments;
- b. the contracting party is declared bankrupt;
- c. the contracting party is seriously harming animal health;
- d. the contracting party is compromising food safety;
- e. the contracting party is endangering public health;
- f. the contracting party seriously compromises animal welfare;
- g. the contracting party is compromising (the image of) the poultry sector and/or other animal sectors.
- h. When CA is no longer accredited as the certifying authority in the context of the IKB Kip certification scheme;
- i. the IKB Kip certification scheme is terminated.

Article 14

1. This agreement is entered into for an indefinite period.
2. The parties must observe a one-month notice period before terminating this agreement.

CONCLUDING PROVISION

Article 15

1. This Agreement is governed by Dutch law.
2. Any disputes arising as a result of participating in the IKB Kip certification scheme or related to this agreement that are not provided for by the IKB Kip certification scheme will solely be adjudicated by the competent Dutch court.

ANNEX

Article 16

The following annex forms part of this agreement:

- I. Exchange of information and processing (company) data.

Thus agreed by the Parties and duly signed.

(signature follows on the next page)



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ON BEHALF OF CONTRACTING PARTY

Name (in capitals):

.....

Signature:

Date:

Town:

ON BEHALF OF CERTIFYING AUTHORITY

Name (in capitals):

.....

Signature:

Date:

Town:



Annex I - Exchange of information and processing of (company) data

- For which purposes are (company) data processed and collected?

(Company and personal) data are collected and processed in the context of the contracting party's participation in the IKB Kip certification scheme. This is done to guarantee the execution of the IKB Kip certification scheme and the goals pursued with the IKB Kip certification scheme, such as promoting the quality level in the poultry meat sector, transparency for increasing the quality level and sustainability of the poultry meat sector.

- How is the information secured?

The CA will provide appropriate protection for the (business and personal) information.

- Which information can be processed, for example?

- I. The CA can report (or arrange reports of) inspection findings, evaluation results, certification decisions, measures and data that has been recorded, requested and generated upon request or otherwise to the scheme manager and/or by the bodies that are entrusted by or (also) on behalf of the government with tasks including the supervision, detection and/or enforcement with regard to statutory guidelines relating to subjects as set out in the IKB Kip certification scheme.
- II. The CA can use the inspection findings, evaluation results, certification decisions and the recorded data, requested data and generated data in the databases referred to in the IKB Kip certification scheme for automated spot checks (for decision-making) in the context of the IKB Kip certification scheme.
- III. The (company) data collected and recorded in the context of the participation in the IKB Kip certification scheme (inspection findings, analysis results, evaluation results, certification decisions, sanctions, requested and generated data) can be included in the non-public register for the IKB Kip certification scheme, where they can also be accessed by IKB Kip participants. The name and address data of the contracting party can also be included in the public register or for other applications, provided the contracting party is notified in advance .
- IV. The contracting party records, through its vet or otherwise, information with regard to all the prescribed, supplied and use of veterinary medicine as stipulated in the IKB Kip certification scheme for poultry accommodated at the contracting party's site in the database designated for that purpose in the IKB Kip certification scheme. The (company) data recorded in the database will be used in the context of the IKB Kip certification scheme.
- V. The contracting party records the information relating to the deliveries and removals of poultry to and from the contracting party's company as stipulated in the IKB Kip certification scheme, in the database designated for that purpose in the IKB Kip certification scheme. The (company) data recorded in the database are used in the context of the IKB Kip certification scheme.



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- VI. If the contracting party switches from the CA with whom it entered into this IKB Kip agreement, to another certifying authority for the IKB Kip certification scheme, the first mentioned CA will make the contracting party's (company) data available to the new certifying authority. If the contracting party of another certifying authority for the IKB Kip certification scheme switches to the CA, the CA is entitled to use the contracting party's (company) data obtained or collected by another certifying authority for the IKB Kip certification scheme.
- VII. Information known about the contracting party relating to findings in the context of participation in the IKB Kip certification scheme or other quality systems the contracting party has joined (such as inspection findings, evaluation results, certification decisions, sanctions, data requested and generated in the context of the IKB Kip certification scheme or aforementioned other quality systems) can be used for the IKB Kip certification scheme and the quality systems recognized by the scheme manager and/or that the contracting party has joined. This includes I&R data, information about the use of antibiotics, Salmonella and/or animal health. The aforementioned (company) data can be included in the designated database.
- VIII. The (company) data collected and recorded in the context of participation in the IKB Kip certification scheme (including inspection findings, evaluation results, certification decisions, sanctions, data requested and generated) can:
- be shared with the scheme manager;
 - be included in the databases, registers and (web) applications prescribed in the IKB Kip certification scheme;
 - be used for reports as prescribed in the provisions under or pursuant to the IKB certification scheme;
 - be used anonymised or otherwise for the purpose of research and projects to improve the animal health of poultry, for food safety, for the general interest of the poultry (meat) sector and the animal welfare of poultry; and
 - be used anonymised for communication in the interest of the IKB Kip certification scheme and the poultry meat sector.
- The contracting party's name and address data and other data regarding communication with the contracting party can be used by the scheme manager and the CA to communicate with and inform the contracting party.
- IX. Information known about the contracting party with regard to the use of antibiotics at the contracting party's business and on the poultry housed at the contracting party's business can be shared with the vet with whom the contracting party has entered into an agreement and with that vet's substitute.



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- What to do in the event of inaccuracies and objections?

Any inaccuracies in the records in the context of the IKB Kip certification scheme can be reported to the CA. The CA will then perform the corrections. The (company) data can be requested from the CA and made transparent upon request.

Can I object against the processing of (business and personal) data?

Complaints/objections with regard to the processing of (company and personal) data by the CA can be submitted to the CA in writing by registered mail. The CA will discuss them with the scheme manager and respond to the complaint or objection within four weeks from receipt. If the CA's response does not lead to the outcome preferred by the contracting party, it is possible to submit a complaint to the Dutch Data Protection Authority.

If an objection as referred to in Article 3 of this agreement submitted by a contracting party does not lead to a solution deemed satisfactory by the contracting party, the contracting party can terminate the agreement with immediate effect, in derogation from the provision in Article 14 of this agreement, within two weeks after the CA has sent its response to the objection.

- For how long is the (company's) information stored?

Except in the event of derogating statutory obligations, the (company) information obtained in the context of the IKB Kip certification scheme will be stored for 20 years and then anonymised and/or deleted. In particular circumstances, the information will be stored for a longer period, e.g. for historical, statistical and scientific research and to prevent fraud or to undertake alternative actions permitted or required by law.

- Who is responsible for the processing of your information?

The CA and the scheme manager (Stichting AVINED) are responsible for your (company and personal) information to be processed in the context of the IKB Kip certification scheme). This Annex is established by the CA in consultation with the scheme manager.

The CA can be contacted via +++ and is based in +++.



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The scheme manager can be contacted via: info@ikbkip.nl. For further information: www.ikbkip.com

- Which procedure is followed to amend this Annex?

The CA can establish this Annex unilaterally. Processing of data is necessary for the execution of the agreement. By signing this agreement, the contracting party consents to having its data processed pursuant to the provisions in this agreement and this Annex. Furthermore, the contracting party has consented in advance to the changes to this Annex adopted by the CA.

The CA can only amend this Annex in consultation with the scheme manager and must inform the contracting party in advance of any changes in this Annex.

- Where can you raise questions regarding the processing of your information?

If you have any questions about the processing of information, you can contact the CA via +++.