



Application Form for control and certification CLEAN LIFE (Cosmetics and Cleaners)

The operator

The undersigned _____
 born in _____ Prov. _____ (date) _____
 Tax code/ID _____
 Legal representative of the company _____
 With its legal offices in _____ Street number _____
 Town _____ Country _____
 Company VAT number _____
 Phone _____ Fax _____ Cell _____
 Web _____ email _____

Requests to ICEA the following services (*flag the letter/s and box/es of interest*)

- | | | |
|----------|--|---|
| A | | <p>Conformity Certificate – ICEA Environment-friendly Cosmetics Standard. <i>voluntary system permitting the use of the relevant certification mark (Eco Bio Cosmetics ICEA)</i>
 <i>The undersigned declares that he/she knows and undertakes to observe, from today, ICEA Standard for Environment-friendly Cosmetics (DTR 06), ICEA Regulation for Voluntary Certification RC.COSM and the ICEA list of fees.</i></p> |
| B | | <p>Conformity Certificate – ICEA Clean Cleaners Standard <i>voluntary system permitting the use of the relevant certification mark (Eco Bio Cleaners) issued by ICEA.</i>
 <i>The undersigned declares that he/she knows and undertakes to observe, from today, ICEA Standard for Clean Cleaners (DTR 07), ICEA Regulation for Voluntary Certification RC.DP and ICEA List of fees.</i></p> |
| C | | <p>Conformity Certificate to Eco Bio and Eco Cleaners ICEA <i>Voluntary system permitting the use of the relevant certification mark (Eco Cleaners) issued by ICEA.</i>
 <i>The undersigned declares that he/she knows and undertakes to observe, from today, ICEA Standard for Clean Cleaners (DTR 07), ICEA Regulation for Voluntary Certification RC.DP and ICEA List of fees.</i></p> |
| D | | <p>Conformity Certificate to COSMOS standards (www.cosmos-standard.org) <i>voluntary system permitting the use of the relevant certification mark ICEA COSMOS ORGANIC</i>
 <i>The undersigned declares that he/she knows and undertakes to observe, from today, COSMOS Standards, ICEA Regulation for Voluntary Certification RC.COSMOS, COSMOS regulation and ICEA and COSMOS fees for required services.</i></p> |
| E | | <p>Conformity Certificate to COSMOS standards (www.cosmos-standard.org) <i>voluntary system permitting the use of the relevant certification mark ICEA COSMOS NATURAL</i>
 <i>The undersigned declares that he/she knows and undertakes to observe, from today, COSMOS Standards, ICEA Regulation for Voluntary Certification RC.COSMOS, COSMOS regulation and ICEA and COSMOS fees for required services.</i></p> |

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As:

- | | | | |
|--------------------------|---------------|--------------------------|------------------------|
| <input type="checkbox"/> | PRODUCER | <input type="checkbox"/> | RAW MATERIALS PRODUCER |
| <input type="checkbox"/> | SUBCONTRACTOR | <input type="checkbox"/> | OUT SOURCER |

Name/s of the line/s to be certified

.....

.....

Other certifications obtained from the company (for ex. ISO 9000, ISO 14000, SA 8000, product certifications, etc.):

Type	Date (from)	(to)

Name of the person in charge as:	Name and Surname	Phone	email
Technical Director			
Quality Assurance			
Resp. Fairs and Events			
Administration			

Therefore the operator accepts the following conditions:

Art.1 General

- 1.1 The procedures for the delivery of certification services by ICEA and likewise, the OPERATOR's obligations are stated in ICEA's Certification Regulations concerned the services required (see table below), hereafter referred to as "**Certification Regulations**", which is part of this contract.
- 1.2 ICEA, undertakes to inform the operator of any changes and/or integration involved in the Certification Regulation through the website (www.icea.info) which is constantly updated.
- 1.3 Any changes or variations of contractual terms will be communicated to the operator at least 6 months before the entry into force of these changes or variations, by registered letter rr; in the period of 30 days. from the date of receipt of such letter the operator can:
 - communicate non-acceptance by stating it wish to terminate the contract within 30 days from receipt of ICEA letter with return receipt; such a cancellation does not involve any penalty, remaining only to sustain the economic charge of which accrued to the deadlines of the list of fees:
 - accept the proposed revisions or changes expressly, if ICEA has no reply within 30 days the proposed revision or change will implicitly be accepted.
- 1.4 By signing this contract, the operator declares to have received a copy and accept all parts of the Certification Regulation:

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Services	Certification Regulation Code	Standards Code
Eco Bio Cosmetics	RC.COSM	DTR 06
Eco Bio Cleaners	RC.DP	DTR 07
Eco Cleaners	RC.DP	DTR 07
COSMOS Organic	RC.COSMOS	COSMOS Standard
COSMOS Natural	RC.COSMOS	COSMOS Standard

Art.2 OPERATOR's contractual obligations

The OPERATOR undertakes to:

- a) Carry out the activities subject to certification in compliance with the Standard (DTR) and observe all the statutory provisions in force concerning the activities performed.
- b) Submit the documentation required by the said Regulations for certification activity.
- c) Allow Inspectors free access to facilities, records and documents considered necessary to do a proper inspection
- d) Accept, in case of infringement, the sanction measures provided for in the Certification Regulation.
- e) Supply ICEA with all the information needed for the inspection purposes.
- f) Inform ICEA of all changes in the activities subject to certification and the data contained in this Application (for ex. identification data of part involved, changes in production unit, agricultural areas, etc).
- g) Fulfil the financial and administrative obligations connected to the activities covered by this contract, acknowledging that ICEA's services required regard the delivery of technical resources and that consequently, ICEA cannot be held responsible for not attaining the certification objectives for which ICEA carries out a functional role.
- h) Refrain from further using the certification mark, the conformity label and/or any other indication referring to ICEA inspection and certification scheme after the expiry of the certificate or after the revocation of authorization to use the certificate and the mark in the cases provided for in the Certification Regulations.
- i) Keep record of all complaints received concerning the certified products.

Art.3 ICEA's contractual obligations

- 3.1 Carry out the inspection and certification activities with the expertise required for such activities, complying with the certification body's rules and regulations and observing the provisions of the Certification Regulations.
- 3.2 ICEA does not assume any responsibility whenever it cannot grant the certification mark, the conformity labels and/or the other indications referring to inspection and certification schemes due to the OPERATOR's exclusive fault, whereby the OPERATOR does not meet the requirement and the obligations provided for in the Certification Regulations, and are the prerequisites for a correct inspection and certification activity, holding as valid as the contractual provisions of the ICEA Certification Regulations.
- 3.3 In accordance with ISO 65 requirements and applicable general law, ICEA undertakes to maintain as strictly confidential all personal data and any information gathered in the course of inspection activities, foreseen by Certification Regulations except where the publication, transmission or communication of data is required, by the law or by judicial proceedings.

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Art.4 Fees and payment terms

- 4.1 As to the fees for services requested by ICEA under this contract, the OPERATOR shall pay ICEA the amounts specified in ICEA List of Fees (or Estimate) currently in force for the activities subject to inspection and certification established by the competent ICEA Office. This List of Fees forms an integral part of this contract and shall be signed by the OPERATOR together with the contract.
- 4.2 However, the OPERATOR is obliged to keep up with the updates on the current List of Fees whenever an inspection is made, and on changes in the provisions of ICEA Certification Regulations.
- 4.3 The OPERATOR's signature on the Inspection Report will bear witness to the OPERATOR's full knowledge and acceptance of fees and provisions, with no exceptions. To this end, ICEA will promptly and timely relay information to the operators through the web site www.icea.info
- 4.4 The payment of fees shall be made in accordance with the procedure specified in ICEA List of Fees (or Estimate) in force.
- 4.5 Every year, by February 28 ICEA will communicate any changes concerning fees to the operator by email or written communication. In the period of 30 days, from the date of receipt of such letter the operator can:
- communicate non-acceptance by stating it wish to terminate the contract within 30 days from receipt of ICEA letter r.r.; such a cancellation does not involve any penalty, remaining only to sustain the economic charge of which accrued to the deadlines of the list of fees:
 - accept the proposed revisions or changes expressly, if ICEA has no reply within 30 days the proposed revision or change will implicitly be accepted.

Art.5 Validity and duration – tacit renewal

- 5.1 The contract shall become effective starting from the day ICEA receives it.
- 5.2 This contract shall be valid until December 31 of the following year. It shall be considered as tacitly renewed for the following years if no written notice of termination is sent by any of the parties. Such communications shall arrive at least thirty (30) days before the expiry of the contract.

Art. 6 Renunciation and abrogation of contract

- 6.1 The OPERATOR may surrender the certification at any time, with a communication by email or other written communication that shows the correct day, to be sent to the ICEA local competent office .The OPERATOR shall be however obliged to pay the flat and variable rates for the activity performed by ICEA, in accordance with the subscribed ICEA List of fees (or Estimate).
- 6.2 This contract will be considered as mutually abrogated the moment written notice of renunciation is relayed, holding as valid the rights of the local ICEA competent office to negotiate the fee according to the List of Fees.

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Art.7 Explicit Termination clause

7.1 ICEA may terminate this contract and any agreements between the parties without giving prior notice in cases where the OPERATOR has not fulfilled the obligations laid down in this contract, violating the Regulations and the List of Fees that are part of this contract.

7.2 Also in case of termination the OPERATOR is anyway obliged to pay the due fees (fixed and variable fees and eventual expenses), based on ICEA list of fees (or estimate) signed with ICEA.

Art. 8 Jurisdiction

8.1 The place for all disputes arising from this contract concerning ICEA's tasks and responsibilities, rights and obligations shall be the Court of Bologna (Italy).

8.2 As to what was mutually assigned and under the competence of the local ICEA competent Office disputes concerning collection of payments shall be resolved in light of the relevant norms provided by the Civil Code.

Date _____

Signature _____

The undersigned _____

According to what proceed from Articles. 1341 and 1342 of Italian Civil Code states that you have read and approve specifically the following clauses of the previous contract terms: Art. 1.2, 1.3, 1.4 and 1.5 (receipt and approval of Certification Regulation); art.2 (OPERATOR's contractual obligations); art.3 (ICEA contractual obligations), art. 5.2 (tacit renewal); Art. 6 (Renunciation and abrogation of contract); Art. 7.1 (Termination clause); Art. 8.1 (Jurisdiction).

Data _____

Signature _____

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Information concerning personal data processing

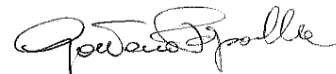
ICEA (Istituto per la Certificazione Etica ed Ambientale) – Bologna (Italy) informs the OPERATOR that his/her personal data will be handled as follows:

- **DATA CONTROLLER:** the person responsible for the handling of personal data is the Chairman of ICEA's Board of Directors, domiciled in the registered office of the Company. Email **presidente@icea.info**.
- **PURPOSE AND METHODS OF DATA PROCESSING:** the personal data submitted directly by you, or acquired through other means, will be used exclusively for the fulfilment of the contractual obligations and will be processed in ICEA's registered office. The personal data will be used, also via electronic media, exclusively when necessary to fulfil the above mentioned purposes and as prescribed by the law.
- **OBLIGATION TO SUBMIT DATA:** the data may be submitted to financial offices, institutions of the European Union, Ministries, State offices, regional offices, data processors, other entities that pursue the same social purposes or that are complementary or synergic. Data submission is mandatory to comply with contract requirements. Failure to submit data entails inability to fully meet law provisions and contractual obligations.
- **PERSONS TO WHOM THE PERSONAL DATA MAY BE COMMUNICATED OR SUBJECTS WHO MAY ACQUIRE SUCH DATA:**
- Our collaborators, who perform the above mentioned activities on our behalf, may acquire the personal data and will fully respect the obligations deriving from law provisions.
- **DATA OWNER'S RIGHTS:** quoted hereafter art. 7 of Italian Legislative Decree n. 196 of 30.06.2003, declaring the right of the interested party.

The Responsible of personal data declares also that the structure, the organization of the same and the electronic instruments are according to law according to what foreseen by the Technical standards for what regards minimum requirements for what regards workplace security.

The involved party declares expressly its rights as established by art. 7.

The responsible for personal data treatment
(Gaetano Paparella)



Art. 7 of Italian Legislative decree n. 196 of 20.06.2003 (Right to access personal data and other rights)

1. The data owner shall have the right to obtain confirmation as to whether or not personal data concerning him/her exist, regardless of their being already recorded, and communication of such data in intelligible form.
2. The data owner shall have the right to be informed:
 - a) of the source of the personal data;
 - b) of the purposes and methods of the processing;
 - c) of the logic applied, if the processing is carried out with the help of electronic means;
 - d) of the identification data concerning data controller, data processors and the representative designated
 - e) of the entities or categories of entities to whom the personal data may be communicated or who may get to know such data in their capacity as designated representatives in the State's territory, data processors or persons in charge of the processing.
3. The data owner shall have the right to obtain:
 - a) the updating, rectification or, whenever interested, integration of data;
 - b) the erasure, anonymizing or blocking of data that have been processed unlawfully, including data retention of which is unnecessary for the purposes for which they have been collected or subsequently processed;
 - c) a declaration that the operations under a) and b), and also their contents, have been notified to the entities to whom the data were communicated or disseminated, unless this proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected.
4. The data owner shall have the right to object, totally or partially:
 - a) on legitimate grounds, to the processing of personal data concerning him/her, even though they are relevant to the purpose of the collection;
 - b) to the processing of personal data concerning him/her, wherever it is relayed for the purpose of sending advertising material or direct selling or market surveys or commercial communications.

Fully informed of the characteristics of the treatment and noting that the same is made in full observance of Privacy Code and of general authorizations of the authority, express approval of use of my personal data, also to be communicated to third parties.

The OPERATOR (involved in personal data treatment)

Date _____

Signature _____