



Application for Inspection and Certification CLEAN LIFE (Eco Bio Cosmetics & Cleaners)

The Operator

The Undersigned _____

Born In _____ Prov. _____ (date) _____

Fiscal Code/Id _____

Legal representative of the company _____

With its legal office in _____ address no. _____

City _____ Country _____

Company Reg. number. _____

Phone _____ Fax _____ Mobile _____

Web _____ Mail _____

Requests ICEA to supply the following services (mark the box/es of interest)

A		<p>Compliance Certificate – ICEA Environment-friendly Cosmetics Standard. <i>Voluntary system permitting the use of the relevant certification mark (Eco Bio Cosmetics ICEA)</i></p> <p><i>The undersigned declares that he /she knows and undertakes to observe the ICEA Standard for Environment-friendly Cosmetics (DTR 06), ICEA Regulation for Voluntary Certification RC.COSM and the ICEA list of fees.</i></p> <p><input type="checkbox"/> It also requires the evaluation and certification for the European standard COSMOS</p>
B		<p>Compliance Certificate – ICEA Clean Cleaners Standard <i>Voluntary system permitting the use of the relevant certification mark (Eco Bio Cleaners) issued by ICEA.</i></p> <p><i>The undersigned declares that he /she knows and undertakes to observe ICEA Standard for Clean Cleaners (DTR 07), ICEA Regulation for Voluntary Certification RC.DP and the ICEA list of fees.</i></p>

As (mark the box/es of interest):

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

Name/s of the line/s to be certified

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

Type	Date (from)	(to)

Names of the persons who are in charge of:	Name and Surname	Phone	e.mail
Technical Director			
Quality Assurance			
Resp. Fairs and Events			
Administration			

ICEA Environment-friendly Cosmetics (RC.COSM) Documents attached	ICEA Clean Cleaners (RC.DP) Documents attached
<input type="checkbox"/> copy of receipt for payment of the entry fee due to the Inspection System. Amount and mode of payment are stated every year by ICEA Assembly of Consortium Members (ASC). <input type="checkbox"/> Applicant's Chamber of Commerce Registration Certificate. <input type="checkbox"/> Copy of VAT Number Certificate. <input type="checkbox"/> ICEA INFORMATION FORM FOR ICEA ENVIRONMENT-FRIENDLY COSMETICS CERTIFICATION (M.RCCOSM 02); <input type="checkbox"/> LIST OF FEES FOR ICEA ENVIRONMENT-FRIENDLY COSMETICS INSPECTION AND CERTIFICATION (M.RCCOSM 03) signed on the original for acceptance. <input type="checkbox"/> (if accepted) Declaration authorizing the use of personal data. <input type="checkbox"/> List (reference No.) of all products for which certification is requested. <input type="checkbox"/> Facsimile of label on the package. <i>ICEA will assess whether the label complies with the relevant Standard and whether conformity indications, LOGO, description and presentation of product are correct.</i> <input type="checkbox"/> Copy of administrative and health authorizations required by current legislation, including plan of facilities and intended use of premises. <input type="checkbox"/> Organization Chart and declaration signed by Production Manager. In case this declaration is not produced, ICEA reserves the right to carry out a preventive inspection visit (at Operator's charge) in order to verify the compliance of facilities and staff dedicated to the products to be certified. <input type="checkbox"/> Quality Plan of products to be certified, indicating measures implemented for monitoring and governing critical points. <input type="checkbox"/> Broad Annual Production Plan, indicating quality and quantity of products. <input type="checkbox"/> Number, full address and details of Production Units (or other involved Organizations) dedicated to the products to be certified. <input type="checkbox"/> (In case of third-party processing) Copy of the contract signed with the Processor, whereby the Processor <ul style="list-style-type: none"> • undertakes to perform contract operations in compliance with this Regulation and all the relevant regulations and/or standards. • undertakes to give advance notice of date and time when processing begins. • undertakes to allow ICEA appointed staff free access to relevant processing units and documentation. • indicates the Processor's broad qualitative/quantitative Annual Production Plan. 	<input type="checkbox"/> copy of receipt for payment of the entry fee due to the Inspection System. Amount and mode of payment are stated every year by ICEA Assembly of Consortium Members (ASC). <input type="checkbox"/> Applicant's Chamber of Commerce Registration Certificate. <input type="checkbox"/> Copy of VAT Number Certificate. <input type="checkbox"/> ICEA INFORMATION FORM FOR ICEA CLEAN CLEANERS CERTIFICATION (M.RCDP 02); <input type="checkbox"/> LIST OF FEES FOR ICEA CLEAN CLEANERS INSPECTION AND CERTIFICATION (M.RCDP 03) signed on the original for acceptance. <input type="checkbox"/> (if accepted) Declaration authorizing the use of personal data. <input type="checkbox"/> List (reference No.) of all products for which certification is requested. <input type="checkbox"/> Facsimile of label on the package. <i>ICEA will assess whether the label complies with the relevant Standard and whether conformity indications, LOGO, description and presentation of product are correct.</i> <input type="checkbox"/> Copy of administrative and health authorizations required by current legislation, including plan of facilities and intended use of premises. <input type="checkbox"/> Organization Chart and declaration signed by Production Manager. In case this declaration is not produced, ICEA reserves the right to carry out a preventive inspection visit (at Operator's charge) in order to verify the compliance of facilities and staff dedicated to the products to be certified. <input type="checkbox"/> Quality Plan of products to be certified, indicating measures implemented for monitoring and governing critical points. <input type="checkbox"/> Broad Annual Production Plan, indicating quality and quantity of products. <input type="checkbox"/> Number, full address and details of Production Units (or other involved Organizations) dedicated to the products to be certified. <input type="checkbox"/> (In case of third-party processing) Copy of the contract signed with the Processor, whereby the Processor <ul style="list-style-type: none"> • undertakes to perform contract operations in compliance with this Regulation and all the relevant regulations and/or standards. • undertakes to give advance notice of date and time when processing begins. • undertakes to allow ICEA appointed staff free access to relevant processing units and documentation. • indicates the Processor's broad qualitative/quantitative Annual Production Plan.

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.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.
- 1.4 By signing this contract, the operator declares to have received a copy and accept all parts of the Certification Regulation:

Services	Certification Regulation Code	Standard Code
Eco Bio Cosmetics	RC.COSM	DTR 06
Eco Bio Detergents	RC.DP	DTR 07

Art.2 OPERATOR's contractual obligations

The OPERATOR undertakes to:

- 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.
- Submit the documentation required by the said Regulations for certification activity.
- Allow Inspectors free access to facilities, records and documents considered necessary to do a proper inspection
- Accept, in case of infringement, the sanction measures provided for in the Certification Regulation.
- Supply ICEA with all the information needed for the inspection purposes.
- Inform ICEA of all changes in the activities subject to certification and the data contained in this Application (es. Identification data of part involved, changes in production unit, agricultural areas, etc).
- Fulfill 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.
- 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.
- Keep record of all complaints received concerning the certified products.

Art.3 ICEA's contractual obligations

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- 3.1 Carry out the inspection and certification activities with the expertise required for such activities, complying with the certification bodies' 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.

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).

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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.

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 Only in case of the fee payment, the resolution is considered as renunciation and therefore the total amount to be given by the operator is calculated according to the ICEA List of fees (or estimate)

Art. 8 Competent Courts

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 of the Operator* _____

The Undersigned _____

According to the effects of Articles. 1341 and 1342 of 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).

Date _____ *Signature* _____

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:

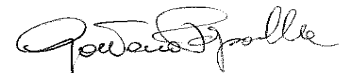
- **DATA CONTROLLER:** the person responsible for the handling of personal data is the Chairman of ICEA's Board of Directors, domiciled in the registered office of the Company. E-mail presidenza@icea.info.
- **PURPOSE AND METHODS OF DATA PROCESSING:** the personal data submitted directly by you, or acquired 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 fulfill 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, specifies the rights of data subjects.

The person responsible for the handling of personal data declares, moreover, that structure, organization and electronic means comply with the technical Standards specifying minimum safety measures.

The data owner expressly declares he/she has read his/her rights.

The person responsible for the handling of personal data:

(ICEA President Gaetano Paparella)



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, anonymization 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.

Date

Signature of the Operator
