



ICEA
M.RCCOSM 01
M.RCCOSMOS 01

**APPLICATION FORM
COSMETICS CERTIFICATION**
Ed.03 Rev.00 - 01.10.2013

The undersigned _____
Born in _____ Prov. _____ (date) _____
Tax code/ID _____
Legal representative of the company _____
With legal office in _____ N. _____
City _____ Country _____
VAT Code _____
Phone _____ Fax _____ Portable _____
Web _____ Mail1 _____
Mail2 _____

* Any changes in the email must be communicated opportunely to ICEA

REQUESTS TO ICEA the following services (flag the letter/s and box/es of interest)

A



Conformity Certificate – ICEA Environment-friendly Cosmetics Standard. Voluntary system permitting the use of the related certification mark (EcoBio Cosmetics ICEA)

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.

B



Conformity Certificate – ICEA Natural Cosmetics Standard. Voluntary system permitting the use of the related certification mark (Natural Cosmetics ICEA)

The undersigned declares that he/she knows and undertakes to observe, from today, ICEA Standard for Natural Cosmetics (DTR 02), ICEA Regulation for Voluntary Certification RC.COSM and the ICEA list of fees for required services.

C



**COSMOS
ORGANIC**

Conformity Certificate to COSMOS standards (www.cosmos-standard.org)

Voluntary system permitting the use of the related certification mark ICEA COSMOS ORGANIC

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.

D



**COSMOS
NATURAL**

Conformity Certificate to COSMOS standards (www.cosmos-standard.org)

Voluntary system permitting the use of the related certification mark ICEA COSMOS NATURAL

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.



E



**COSMOS
APPROVED**

CONTROL OF DOCUMENTARY ASSESSMENT related to the production processes of raw materials/ingredients, useful to the issuance of the Conformity Statement to COSMOS Standard and to the publication of the list in the Website.

Involved in the activity of:

- | | |
|--|---|
| <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 or products to be certified	Service request (signed A,B,C,D,E – see page 1)			

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

Type (Certification Scheme)	Date (from)	(to)

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

CONTRACTUAL CONDITIONS FOR THE SUPPLY OF THE AFORE MENTIONED SERVICES

1 GENERAL CONDITIONS

1.1 The procedures for the supply of control and 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**", in the version updated from time to time, which is part of the hereby contract.

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



COSMOS Natural	RC.COSMOS	COSMOS Standard
----------------	-----------	-----------------

- 1.2 By signing the hereby services application and contract, the operator declares to have received a copy and accepted all parts of the Certification Regulation and in force List of Fees.
- 1.3 In addition, the operator declares the conformity to the obligatory regulations related to the activities and products developed in the field of application of the requested certification.
- 1.4 The conditions of the hereby contract may be modified only through written document and with the agreement of the concerned parties, except for eventual price variation and therefore of the fee list as well as the control activity development modalities ruled in the applicable ICEA Regulation of Certification.
- 1.5 The communications by registered letter may be replaced by certified email in the case the Operator accepts expressly this communication modality, providing his/her PEC address and/or use the free PEC inbox given by ICEA.

2. OPERATOR'S CONTRACTUAL OBLIGATIONS

By signing the hereby services application and contract the OPERATOR undertakes to:

- a) Carry out the activities subject to certification in compliance with the Standard (DTR) in force and observe all the statutory provisions in force concerning the performed activities.
- b) To respect all the provided clauses of the ICEA applicable in force Regulations for the certification activity.
- c) In the starting phase of certification, to communicate eventual denied certifications or previously applied sanctions by certification bodies in the field of similar voluntary schemes certification of product.
- d) Allow ICEA personnel in charge and accrediting body free access to all facilities, records and documents considered necessary to do a proper inspection
- e) Accept that ICEA exchange information and documents with other certification bodies concerning problems related to the control and certification and eventual sanctions. In the case of COSMOS certification, ICEA may exchange information and documents with COSMOS – Standard AISBL.
- f) Accept, in case of infringement of the Standard and the Certification Regulation, the sanction measures provided by applicable in force ICEA Certification Regulation.
- g) Supply ICEA with all the information needed for the development of the inspection proper purposes.
- h) Inform ICEA of all changes in the activities subject to certification and the data contained in this Application (for example identification data of the operator, changes in production unit, type and composition of products, etc).
- i) 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.
- j) 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.
- k) Keep record of all complaints received concerning the certified products for a minimum period of three years.
- l) Acknowledge the website www.icea.info as a valid information instrument concerning eventual changes and/or integration involved in the ICEA Intern Technical Certification Regulation.

- m) Request ICEA the confirmation of the missing communication of the fees provided for the precedent year in case the OPERATOR does not receive any written information within February 28th of every year concerning the applicable fees of the activities object of the hereby certification contract.
- n) In the case of Employers, to provide to ICEA inspectors detailed information regarding the specific risks of the place where their personnel will be destined and operate as well as concerning the prevention and emergency measures adopted in the development of their activities. Nevertheless the employer must abide by the regulation stated in the Article 26 of the Law Decree 81/2008.
- o) Verify and keep informed regarding the changes on the rules provided by the ICEA Intern Technical Certification Regulation, accepting from today that by signing below acknowledges and accepts the entire document, without any objection. ICEA for this purpose will inform punctually and opportunely to the operators through the website www.icea.info

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 requirements 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/EN 45011 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.
- 3.4 Undertakes to inform the OPERATOR of any changes and/or integration involved in the Certification Regulation and Standard (DTR) through the website (www.icea.info) which is constantly updated.

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 the Estimate or ICEA List of Fees 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 Nevertheless, 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 payment of fees shall be made in accordance with the procedure established in ICEA List of Fees (or Estimate) in force.

5. VALIDITY AND DURATION – TACIT RENEWAL

- 5.1 The hereby contract shall become effective starting from the day ICEA receives a copy of it signed by the operator.
- 5.2 This contract shall be valid until December 31 of the following year from the year of its



signing. 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.

6 RENUNCIATIONS AND ABROGATION OF CONTRACT

6.1 The OPERATOR may surrender the certification at any time, with a communication by written notice that shows a certain date, to be sent to the ICEA local competent office. The OPERATOR shall be however obliged to pay the flat and variable rates in addition to the anticipate expenses for the activities performed by ICEA, in accordance with the subscribed in force ICEA List of fees (or Estimate).

6.2 This contract will be considered as mutually abrogated from the moment the written notice of renunciation is relayed, holding as valid the rights of the local ICEA competent office to request the payment of fees for the activities carried out according to the above mentioned point.

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 Intern Technical Regulations and the List of Fees that are part of this contract. To the solely purposes of eventual missing payment of the rate, the dissolution is recognised as a termination, and therefore the OPERATOR is obliged at this title, to pay the amount on base of the List of Fees, as stated in the point 6.1.

8. JURISDICTION

8.1 The place for all disputes arising from the execution and/or interpretation and/or application of the hereby contract shall be the Court of Bologna (Italy).

Bank references

BANK (name) _____ Office _____

IBAN _____

Town and date, _____

ICEA President
Pietro Campus

The OPERATOR

According to what proceed from Articles 1341 and 1342 of Italian Civil Code, the operator states that he/she has read and approve specifically the following clauses of the previous contract terms: Article 1.2 (receipt and approval of Certification Regulation and List of Fees), 1.3 (modification of the contract), 1.4 (Use PEC); article 2 (OPERATOR's contractual obligations); article 3 (ICEA contractual obligations), article 5.2 (tacit renewal); Article 6 (Renunciation and abrogation of contract); Article 7.1 (Explicit Termination clause); Article 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. 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 for 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

(Pietro Campus)

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 _____



ICEA
M.RCCOSM 01
M.RCCOSMOS 01

APPLICATION FORM
COSMETICS CERTIFICATION
Ed.03 Rev.00 - 01.10.2013