



## **Convention for authorizing the use of the GI 'Prosciutto di Parma' for composite, processed or transformed products**

between

**Consorzio del Prosciutto di Parma**, VAT No. 00252820345, with registered office in Parma, Largo Calamandrei 1/A, association of producers for the protection of PDO Parma Ham, in the person of its Director Stefano Fanti (hereinafter also referred to as "*the Consortium*")

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\_\_\_\_\_, VAT no. \_\_\_\_\_, with registered office in \_\_\_\_\_, in the person of its *pro-tempore* legal representative (hereinafter also '*the Applicant*')

Jointly *The Parties*.

### WHEREAS

- The Consorzio del Prosciutto di Parma is a body with functions of protection, promotion, valorization and general care of the interests related to the product Parma Ham, recognized as Protected Designation of Origin (PDO) by EC Regulation No. 1107/96, as well as of consumer information;
- among other things, the Consorzio del Prosciutto di Parma is the holder of numerous trademark registrations - national, european and international - including, purely by way of example, the wording Prosciutto di Parma, the wording Parma Ham and the image of the Ducal Crown, alone or in combination with the above-mentioned names;
- In carrying out the activities provided for by law, the Consorzio also cooperates in the supervision, protection and safeguard of PDO Parma Ham from abuse, acts of unfair competition, counterfeiting, improper use of the protected designation of origin and any conduct prohibited by law;
- Under Regulation (EU) No. 1143/2024, producers of a pre-packaged processed foodstuff, containing as an ingredient the product designated by the geographical indication, who intend to use the geographical indication "Prosciutto di Parma" in the name of the said foodstuff, in labelling, presentation and advertising material must provide prior notification to the Consorzio and obtain from the same a specific acknowledgement for the purpose of using the name "Prosciutto di Parma" in the name of the foodstuff, on the wrappings used for the pre-packaging of the product, on the labels and related packaging, as well as in the presentation or advertising of the same product, by whatever means disseminated; from which follows the obligation for users to submit for prior assessment and consequent authorization by the Consorzio the wrappings, labels, packaging or pre-packaging, together with any form of presentation and/or advertising that they intend to carry out in order to promote or incentivize the sale of the product in question, to any channel intended and to be disseminated by any means.

All of the above, hereby, having regard to the relevant provisions of the law,

It is agreed that:



1. The preamble and annexes form an integral part of this Convention (hereinafter referred to as the "Convention").
2. The Applicant, on \_\_\_\_\_ made express prior notification to use the Prosciutto di Parma GI for a new type of product identified as " \_\_\_\_\_ ". \_\_\_\_ g, - with a percentage of Prosciutto di Parma equal to \_\_\_\_\_% in the stuffing ( \_\_\_\_% in the finished product) - branded " \_\_\_\_\_ ", of which it will start production at its plant located at \_\_\_\_\_.
3. The graphic design/label of the packaging and the product data sheet " \_\_\_\_\_ " \_\_\_\_ g - previously assessed and authorized by the Consorzio - are attached to this Convention and form an integral part of it.
4. This Agreement exclusively concerns the processed product as identified above. In the event that the Applicant wishes to change or integrate the graphic appearance of the packaging and/or the quantity of the processed product and/or the presentation material of the product itself (e.g. advertising material), the relevant (new) packaging and/or graphic appearance must be notified in advance and verified by the Consorzio.
5. The Consorzio, in compliance with the law and the conditions set out below, authorizes the Applicant to use the Prosciutto di Parma GI in the sales designation of the processed product covered by this Agreement.
6. The Applicant accepts and undertakes to comply with the following conditions:
  - i. The indication "Protected Designation of Origin" and/or its abbreviation "PDO" could not be used on the label, in accordance with the second sentence of Article 37(7) of Regulation (EU) 2024/1143, only if placed after the protected designation, so that it is clear and not likely to mislead the consumer that such indications and/or abbreviations refer to the ingredient "Prosciutto di Parma" and not to the composite, processed, or transformed product in which that ingredient is used;
  - ii. The font size used for the reference to the protected designation on the labeling, presentation, or advertising of the composite, processed, or transformed product may not be larger (and must therefore be equal to or smaller) than the font size used for the company name, the trademarks used by the company, and the trade name of the composite, processed, or transformed product; these provisions also apply to any related translations into foreign languages;
  - iii. In the labeling, presentation, or advertising of the composite, processed, or transformed product subject to authorization, the use of the Union symbols referred to in the third sentence of Article 37(7) of Regulation (EU) 2024/1143 is prohibited, as well as the Prosciutto di Parma logo/trademark,;
  - iv. Without prejudice to the above provisions, the label may also include, exclusively in addition to the name "Prosciutto di Parma," a translation of that name into another language. However, the abbreviation "DOP" may not appear following such a translation, even if translated;



- v. only Prosciutto di Parma will be used, according to the types chosen from time to time by the Applicant company, purchased from suppliers/packers subject to inspections by the competent inspection body;
- vi. the Prosciutto di Parma used will be stored in a dedicated section within the premises of the Applicant's plant;
- vii. the Prosciutto di Parma used will be included in the Applicant's internal traceability system, which guarantees the traceability of the raw material used even from the processed product;
- viii. a documentary control system will be guaranteed, based on the "load - unload" principle, which will make it possible to identify with certainty how many packages of " \_\_\_\_\_ " \_\_\_\_ g, can be produced from a given quantity of raw material; in particular, the Applicant undertakes to keep records on:
  - quantity of Prosciutto di Parma received;
  - number of packages of " \_\_\_\_\_ " \_\_\_\_ g, produced for each individual process;
  - quantity of Prosciutto di Parma used in the production of the composite product;
- ix. The Consortium will be guaranteed the possibility to check Prosciutto di Parma in storage, at the time of release and during the preparation of the finished product, guaranteeing access to the Applicant's plant;
- x. guarantees that in the compound covered by the agreement, Prosciutto di Parma will be the only component of the product category 'Cured meats and meat products';
- xi. undertakes and guarantees to market the product covered by this Convention only and exclusively in the EU Member States;
- xii. undertakes to comply with the reproduction of images relating to Parma Ham, following the indications provided by the Consorzio. To this end, it undertakes to obtain the Consorzio's approval of the photographic reproduction of the protected product, before it is placed on the packaging of " \_\_\_\_\_ ". \_\_\_\_ g.;
- xiii. recognizes in any case the Consorzio's right to prior authorization of the labels and/or wrappers covered by this agreement (and any subsequent amendments);
- xiv. since Prosciutto di Parma is the characterizing ingredient of the finished product, its percentage must be indicated in the list of ingredients. If it is at least 20% of the total filling, the preposition "Prosciutto di Parma" may be used in the sales denomination in a distinctive way which will be indicated by the Consorzio (example: "Parma Ham Tortellini"); if, on the other hand, the percentage is at least 10%, the preposition "with" before "Prosciutto di Parma" must be used in the product denomination (example: Tortellini with Prosciutto di Parma);



- xv. undertakes to keep up-to-date the incoming and outgoing data (so-called mass balance) of the Prosciutto di Parma purchased and the packs of the product covered by this Agreement that have been produced at the same time;
  - xvi. undertakes to always specify on sales invoices of the product in question the wording: *'product authorized by the Consorzio del Prosciutto di Parma;*
  - xvii. undertakes to keep a copy of this agreement, as well as any supplements thereto, at its premises and to comply with all legal provisions applicable to the case in question;
  - xviii. guarantees that all stages of production and storage of raw materials will take place at the factory located at \_\_\_\_\_;
  - xix. guarantees that the authorization granted by the Consortium shall not be transferred to third parties, not even in sub-concession, either free of charge or for consideration; it undertakes to inform the Consorzio of any change in the company name and/or address of the company itself and/or of the plant.
7. This Agreement - and therefore the related authorisation to use the name "Prosciutto di Parma" for the product " \_\_\_\_\_ " \_\_\_\_ g. is valid for a period of 2 years from the date of its granting, with possible renewal to be expressly agreed upon by the parties. Should the Applicant cease its activity, i.e. the production of the processed product in question, this agreement shall also cease with the consequent immediate revocation of the authorization to use the Prosciutto di Parma designation.
8. This Agreement - and therefore the related authorization to use the name "Prosciutto di Parma" for the product " \_\_\_\_\_ ". \_\_\_\_ g - may also be revoked ex officio - and without notice - by the Consorzio if infringements are found to have been committed by the Applicant. In this case, it shall be at the Consorzio's discretion to assess whether to grant a new authorisation, without prejudice to the Consorzio's right to apply to the Authorities for appropriate measures, including compensation for any damages suffered. The same possibility of revocation of the authorization, with withdrawal from the agreement, or its modification, is reserved to the Consorzio should legislative developments regarding Protected Designation of Origin products make such a measure appropriate - expressly or implicitly - or should it be made necessary by the needs of the sector or the Consorzio.
9. Any dispute connected with and/or resulting from this agreement shall be the exclusive competence of the Court of Parma.
10. Each Party undertakes to strictly comply with the national, european and international legislation on personal data, as amended and supplemented from time to time, and with any other applicable legal provision on the protection of personal data, including the provisions issued by the "Garante per la protezione dei dati personali" or any other competent authority on the protection of personal data. In this regard, each Party undertakes, by way of example but not limited to, to process the personal data to which it has access in the performance of the activities covered by this Convention, only to the extent strictly necessary for the performance of such activities and for no other purpose and to adopt appropriate technical and organisational security measures to prevent the accidental or unlawful destruction, unlawful loss, alteration, unauthorised disclosure of or access to personal data.



11. Obligation to comply with the Organizational Model pursuant to national Legislative Decree 231/01 and the Code of Ethics of Consorzio del Prosciutto di Parma.

\_\_\_\_\_ is aware that the Parma Ham Consortium has adopted and implements an Organisation, Management and Control Model pursuant to Legislative Decree 231/01 with the relevant Code of Ethics, which it declares to have read on the company website ([https://www.prosciuttodiparma.com/wp-content/uploads/2020/05/03.-CPP\\_231\\_Parte-Generale\\_Modello-231\\_v.pdf](https://www.prosciuttodiparma.com/wp-content/uploads/2020/05/03.-CPP_231_Parte-Generale_Modello-231_v.pdf)) and to have understood. \_\_\_\_\_ adheres to the principles of the aforementioned Model as well as its annexes and undertakes to respect its contents, principles, and procedures and, in general, to prevent and abstain from any conduct liable to give rise to the offence hypotheses indicated in Legislative Decree 231/01 and its subsequent amendments and additions and set out in the aforementioned Model. It also undertakes to respect, and to ensure that any of its collaborators respect, all the principles contained in the aforementioned documentation. Violation of the rules set forth in the aforesaid documents will represent a serious breach of contractual obligations capable of determining the termination of this agreement.

Parma, \_\_\_\_\_

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Consorzio del Prosciutto di Parma