

**REGULATION ON THE USE OF THE GUARANTEE MARK 'XXXX'****Article 1. Object.**

The purpose of this Regulation is to regulate the conditions of use, authorisation, and management of the Guarantee Mark 'XXXX', which is owned by the Municipal Council of the Royal City of Gáldar, in order to guarantee the provenance and identity and to promote the unique and differentiated quality of this product, attested by compliance with the requirements set out in this document and in the product technical standards or specifications under this Regulation. The Trade Mark Owner neither produces, manufactures nor markets the product.

The Guarantee Mark 'XXXX', is established as a voluntary scheme that allows operators to make the differentiated quality of this product known, and provides consumers with a guarantee on the specific characteristics of the product endorsed by the controls put in place.

**Article 2. Ownership of the Trade Mark**

The Guarantee Mark 'XXXX', which is owned by the Municipal Council of Gáldar, with No CIF P3500900, is registered with the Spanish Patent and Trademark Office (OEPM). Independent body of the Ministry of Industry, Trade and Tourism.

**Article 3. Address of the Trade Mark Owner.**

The address of the owner of the Guarantee Mark is Calle Capitán Quesada No 29 (35460) Gáldar. Gran Canaria, Canary Islands.

**Article 4. Legal Framework.**

The Mark 'XXXX' shall be governed by the provisions of this Regulation and the provisions of Law 17/2001 of 7 December on marks, and Royal Decree 678/2002 of 12 July approving the regulation for the implementation of Law 17/2001 of 7 December on trade marks.

**Article 5. Products covered by the Guarantee Mark.**

White and red onions that meet the characteristics defined in the Technical Specification (Article 6) and have fulfilled all the requirements in their production and processing (handling) as well as in the legislation in force may be covered by the Guarantee Mark.



## **Article 6. Product technical specifications.**

### **Article 6.1. Product.**

Onion is the bulb of the biennial herbaceous plant, of the genus *Allium* species *cepa* L., when it has completed the first development cycle and has entered vegetative rest. The bulb is formed by the bases of the leaves converted into storage organs that are attached to the stem in the form of a disc; the commercially usable part.

### **Article 6.2. Geographical delimitation.**

The production area of the onions covered by the Guarantee Mark 'XXXX' shall consist of agricultural holdings cultivating onions in the regions of Sardina, Los Quintana, el Agazal, Los Silos, Las Rosas, and Piso Firme in the municipality of Gáldar; and the regions of Los Llanos and Troya in the municipality of Agaete on the island of Gran Canaria, and which are entered in the Register of Onion-Producing Agricultural Holdings for the Guarantee Mark 'XXXX'

### **Article 6. 3. Varieties**

Onions (bulbs of the species *Allium cepa* L.) covered by the Guarantee Mark 'XXXX' are the white and red onion varieties harvested from May to September, which are traditionally cultivated in the regions of Sardina, Los Quintana, Agazal, Los Silos, Las Rosas, Piso Firme, Los Llanos, and Troya.

### **Article 6.4. Cultivation practices**

1.The production of onions covered by the Guarantee Mark 'XXXX' shall be made from plant-propagating materials (onions) produced by the farmers themselves or by nurseries registered in the Register of Suppliers of Seeds and Nursery Plants.

2.The cultivation practices shall be carried out in compliance with the good agricultural practices contained in the Code of Good Agricultural Practices of the Canary Islands.

All practices shall be duly recorded in the field notebook, including the date of planting, planted area, provenance of seedlings (onion) and/or seeds.

3.The Trade Mark Owner may authorise the application of new cultural practices, treatments, or work that constitute an advance in agricultural technique, provided that they are found to not adversely affect the quality of the onions.

### **Article 6.5. Collection and transport**

1. Without prejudice to compliance with the general requirements imposed by current legislation, the techniques used in collection and transport shall be carried out with the greatest care, according to the different phenological stages:

Early or tender onion: before the end of its cycle, i.e. before the full swelling of the bulb.

Dried ripe or cured onion: plants that have completed their cycle and



whose bulbs have gone through a period of curing or resting.

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2.The field logbook shall record the date of collection, the type of onion according to its phenological state (tender or cured), and the kilograms harvested.

3.However, to meet market trends and demands, the Trade Mark Owner may consider the application of new techniques (phenological states) aimed at improving processes and product quality.

#### **Article 6.6. Storage**

1.The handling and packaging warehouses of users of the Mark that are not on the producer's own farm must be registered in the Register of Onion Storage and Packaging Units authorised for the Guarantee Mark 'XXXX'

2.The techniques used in the handling, preparation, and packaging of onions shall be those appropriate to obtain products of the highest quality and always in accordance with current legislation.

3. No chemical treatments are allowed on stored onions.

4.The Trade Mark Owner shall promote the incorporation of new practices that support advances in food technology, provided that they do not compromise the quality of the onions and are sufficiently tested.

#### **Article 6.7. Packaging and labelling**

1.The Trade Mark Owner shall adopt and register a logo as a symbol of the Guarantee Mark 'XXXX'.

2.The onions must comply with the morphological characteristics of each variety. They must be presented as whole onions, whether cured or not. They must be healthy, free of pests, firm and consistent, devoid of hollow stems, free from deformation and without sprouting.

3. The packer shall have a management book (self-monitoring), in which the operations carried out at this stage must be recorded for the onions for the Guarantee Mark 'XXXX'.

4.Where the packer is not the farmer him or herself, in order to ensure traceability, the onions must be properly identified and accompanied by a delivery note or equivalent document showing the quantity (kg) of onions delivered, the producer (or holding), the variety, the lot number and the date of harvest, which the packer shall keep and record in the self-monitoring book.

5.Onions covered by the Guarantee Mark 'XXXX' may be presented on the market in different packages, formats, and weights, provided that they do not detract from the quality and characteristic of the onions.

6.Each package shall be labelled in accordance with the general rules on the labelling, presentation and advertising of foodstuffs in force. The guarantee seal of the Guarantee Mark 'XXXX' must be prominently displayed, in addition to the general data established in the applicable legislation.



7. Trade marks, emblems, symbols, advertising slogans or any other type of advertising used on used for the onions protected by the Guarantee Mark 'XXXX' may not be used, even by the Trade Mark Owners themselves, in the marketing of other onions.

#### **Article 6.8. Registration and Records**

1. The Trade Mark Owner shall keep the following registers:

- ✓ Register of Onion-Producing Agricultural Holdings for the Guarantee Mark 'XXXX';
- ✓ Register of Onion Storage and Packaging Units authorised for the Guarantee Mark 'XXXX'.

2. Applications for use of the mark shall be addressed to the Trade Mark Owner, accompanied by the data, documents and supporting documents required in each case by the provisions and regulations in force, on the forms available to the Trade Mark Owner for that purpose.

3. The Trade Mark Owner shall refuse entries which do not comply with the provisions of the regulations governing use or with the agreements adopted on additional technical conditions to be met by holdings and storage and packaging installations.

4. Registration in these Registers does not exempt interested parties from the obligation to register in any other Registers that may be generally established.

5. Likewise, the application for registration, which shall be provided for this purpose by the Trade Mark Owner, shall include the applicant's commitment to comply with the Regulations of Use (Annex II).

6. The Trade Mark Owner shall provide the proprietors registered in the Registers of this Technical Specification with a certificate of said registration.

7. For the validity of the entries in the corresponding Registers, it shall be essential to comply at all times with the requirements regarding registration established in this Technical Specification, and the Trade Mark Owner must be notified of any modification that affects the data provided in the registration within a maximum period of 15 days.

#### **Article 6.9. Control system**

6.9.1. The Guarantee Mark Control Body shall verify the requirements set out in this technical specification.

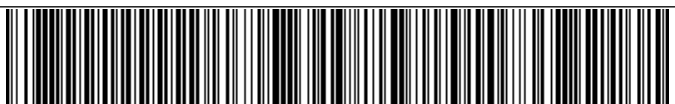
6.9.2. The controls for authorisation and entry in the Register of the Guarantee Mark shall be as follows, upon request for formal authorisation as specified in Annex I:

a) Inspection visits to the agricultural holdings producing onions, including the calculation of production capacity, storage, and packaging



sites. This shall be conducted at least once per year.

b) Inspections at storage and/or packaging centres registered in the Register of Onion Storage and/or Packaging Units authorised for the Guarantee Mark 'XXXX'. This shall be conducted at least once per year.



d) Review of documentation and the traceability system of the productions.

e) Analytical controls on pesticide residues, in the field and/or at storage and packaging sites. This shall be conducted at least once per year.

6.9.3. Where, following the authorisation process, the Control Body finds that they comply with the conditions of the technical specification of the product, the Control Body shall authorise the use of the guarantee mark 'XXXX'.

6.9.4. As part of the authorisation process, applicants for the Guarantee Mark symbol shall sign an agreement to comply with the conditions set out in the technical specification, as set out in Annex II.

6.9.5. The Control Body shall establish a control and verification scheme with the necessary stages, process and periodicity, defined through certification procedures, to ensure adequate compliance with this Regulation and its Technical Specification in the different production stages for the Guarantee Mark 'XXXX'

6.9.6. For control purposes and to ensure the correct traceability of the product, operators who use the Guarantee Mark 'XXXX' must keep a field book or a storage or packaging centre record, as applicable, which shall be at the disposal of the Control Body. Each year, the producer shall provide the Control Body with the quantities of onions processed in the marketing year.

6.9.7. Failure to comply with the conditions under which the use of the Guarantee Mark 'XXXX' is authorised may lead to the immediate revocation or suspension of the authorisation for use, as well as to the taking of legal measures by the Trademark Owner.

6.9.8. If non-conformities are detected, the Control Body shall submit a report thereon to the Technical Commission for the Guarantee Mark 'XXXX', which, in accordance with its powers, shall propose appropriate measures.

#### **Article 6.10. Treatment of deviations and non-conformities.**

They shall be treated in accordance with the provisions of the following section.

#### **Article 6.11. Infringements, penalties and procedures**

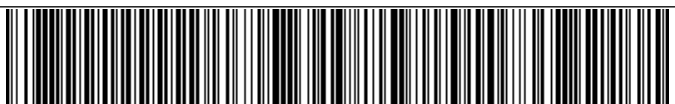
Without prejudice to the penalties that may be applied by the various Public Authorities, the Trade Mark Owner shall penalise infringements in accordance with the following classification: minor, serious, and very serious infringements. These shall then be sanctioned with a warning, notification, temporary suspension of the use of the Mark, or removal from the Register(s) of the Mark, in accordance with the following articles.

The Trade Mark Owner may suspend or cancel the registrations when the



holders of the Mark do not comply with these requirements.

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## **Article 6.12. Classification of infringements**

### **6.12.1. Minor infringements.**

Non-compliances of a minor nature are those in which goodwill on the part of the infringer is presumed, and which are attributed to errors, omissions, inaccuracies or errors in the records of the control system and of the traceability of the production and marketing of the products, which affect neither the guarantee of the quality of the productions nor the prestige of the Guarantee Mark. The following shall be regarded as minor infringements:

- a) Omitting data in the declarations for registration in the different Registries, the data and supporting documents that in each case are precise, provided that they are not determinative for the registration.
- b) Omitting specific data relating to harvest declarations or product movements.
- c) Not communicating minor changes of the conditions under which the use of the Mark was granted to the Trade Mark Owner if they do not jeopardise the quality of the product.

### **6.12.2. Serious infringements**

Infringements of a serious nature are those which, even assuming goodwill on the part of the infringer, may cause the deterioration of the quality of the productions, or which put the certification scheme or the prestige of the Guarantee Mark into question:

- a) Failure to notify the Control Body of the Guarantee Mark of any changes in the production and product characteristics, in relation to those included in the application giving rise to the authorisation of use in force.
- b) Failure to comply with the current rules on hygienic practices for the production, preservation, and transport of products, which may jeopardize the prestige of the Mark or the quality of the product.
- c) Failure to comply with the specific rules relating to production, handling and storage set out in this Product Technical Specification.
- d) A minor infringement not remedied after the period set out in the corresponding action plan.

### **6.12.3. Very serious infringements.**

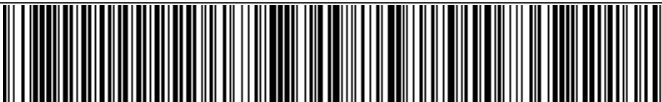
Infringements of a very serious nature are those for which the provisions of the Regulation of the Guarantee Mark are not complied with as regards the responsibility that the distinguished product meet the characteristics established in Article 6 of the Product Technical Specification and the lot certificates granted, assuming bad faith on the part of the producer who is awarded the Guarantee Mark:

- a) Marketing or packaging as a product covered by the Guarantee Mark, a fraudulent product of its type, regardless of where it has been produced.
- b) Falsifying or lying on the label of the product covered by the Guarantee Mark regarding its quality.



c) Falsifying or concealing laboratory and quality reports.

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- d) Using the Guarantee Mark for purposes other than those for which it has been granted.
- e) Carrying out actions that may damage the good name and reputation of the Guarantee Mark.
- f) To not actively collaborate with or to hinder the control and surveillance tasks that are requested (provision of data, records, and sampling) by the technicians of the Control Body of the Guarantee Mark.
- g) Improper possession, negotiation, or use of the documents, labels, and other distinctive features of the Guarantee Mark, as well as their falsification.
- h) Dispatching, circulating or marketing of products with the trademark reserved for use associated with the Guarantee Mark, outside the defined and accepted control scheme.
- i) Processing, packaging or labelling in premises other than in holdings registered and authorised by the Control Body of the Guarantee Mark.
- j) In general, any act that contravenes the provisions of the Regulations of the Guarantee Mark, the Technical Specification on Application, or provisions of application of the Guarantee Mark emanating from the control body of the Mark that harms or discredits the Guarantee Mark, or involves the improper use of it.

### **Article 6.13. Penalties**

#### **6.13.1.** Infringements shall be penalised according to the following scale:

- a) **Minor infringements:** These non-compliances shall be addressed with a warning to the infringer and the requirement for a written action plan to remedy the deficiencies within the time deemed appropriate by the control body.
- b) **Serious infringements:** These non-compliances shall be addressed with from a warning to the infringer and the requirement for a written action plan to remedy the deficiencies within the time deemed appropriate by the control body, to a temporary suspension of the use of the Guarantee Mark for a period of 6 months.
- c) **Very serious infringements:** These non-compliances shall be addressed with temporary or complete suspension of the authorisation to use the Guarantee Mark, and the refusal to granting it again within a period of 12 months.

**6.13.2.** In general, failure to comply with the conditions under which the use of the Guarantee Mark 'XXXX' is authorised may lead to the immediate revocation or suspension of the authorisation for use, as well as to the taking of legal measures deemed appropriate by the Trademark Owner.

### **Article 7. Technical Committee of the Guarantee Mark.**

7.1. A Technical Committee is established with the functions,



composition, and operation indicated below.

7.2. The Technical Committee's tasks consist of:



1. To report on the technical specifications of the product, and propose modifications.
2. To propose the granting or refusal of use of the Mark to applicants.
3. To propose the revocation and suspension of the use of the Mark in case of non-compliance with the regulatory conditions of use.
4. To propose inspection and control measures to ensure the proper use of the Mark 'Cebollas de Gáldar' by authorised users.
5. To encourage measures for promoting and protecting the Mark.
6. Any other task entrusted in relation to the Mark 'XXXX' by the Trade Mark Owner.

7.3. The Committee shall consist of:

- President or delegate councillor for Local Development of the Municipal Council of Gáldar.
- Secretary, an official of the Local Development Area of the Municipal Council of Gáldar.
  - Member, a technician from the District Agency for Agricultural Extension of Gáldar, of the Agricultural Advisory Service and Fisheries Development Service of the Island Council of Gran Canaria.
  - In carrying out its tasks, the Committee may rely on the support of experts and technicians from the Island Council and Municipality Council who are not members thereof, technicians from other administrations, organisation representatives, and representatives of users of the Mark, as deemed necessary by the Technical Commission for the better performance of its tasks.

7.4. Operation:

Meetings.

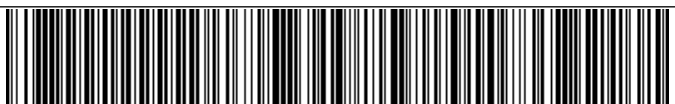
- a. A quorum for attendance is established, requiring the presence of the president and/or delegate, the secretary and the member.
- b. In exceptional cases, meetings shall be held when deemed necessary by the president on their own initiative or on the proposal of a simple majority of its members. At least one shall be held annually.

7.5. Committee resolutions.

1. Resolutions shall be adopted by a simple majority of the members present, understood as such when the votes in favour exceed the votes against.
2. In the event of a tie, the President shall have a casting vote.



3.The vote can be either affirmative or negative. Members of the committee may also abstain from voting.



## **Article 8. Persons authorised to use the Mark.**

All operators who comply with the conditions laid down in this Regulation and have been authorised to do so may use the Mark 'XXXX'.

## **Article 9. Procedure for authorising the use of the Mark.**

The authorisation application, in accordance with the model set out in Annex I to this Regulation, shall be addressed to the President of the Municipal Council, and shall be completed and accompanied by the following documentation:

Documents proving the applicant's identity and, if applicable, the authorisation of the person acting on their behalf. To this end, the following must be provided:

For Natural Persons: Tax Identification Number (NIF) and Tax Identification Number for Foreign Individuals (NIE).

For Legal Entities or Joint Assets: Tax Identification Code, deed and/or establishment agreement, statutes and its amendments, if applicable.

If acting through a representative: NIF/NIE of the representative and authorisation of their representation, which may be done by any of the following means: Power of Attorney, document of the governing body that accredits the representation, or by any other legally valid that provides reliable evidence.

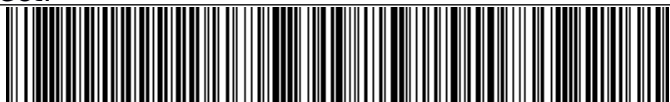
Proposed model for the use of the Mark symbol on the final product.

Express acceptance and submission, by the applicant, of the regulations governing the operation of this Guarantee Mark, applicable technical specifications, the regulations applicable to the use of the Mark, and any that may be established in the authorisation decision. (Annex II)

Presentation: The application shall be submitted to the General Registry of the Municipal Council of Gáldar. Applications may also be submitted through the means provided for in Article 16 of Law 39/2015 of 1 October on the Common Administrative Procedures of Public Administrations.

Authorisation: Applications for authorisation shall be assessed by the technicians of the Agricultural Advisory, and Agricultural and Fisheries Development Service of the Island Council of Gran Canaria, which shall act as the control body for the Guarantee Mark. The corresponding report shall be submitted to the Technical Committee for the Guarantee Mark for its approval or rejection. In urgent cases, the tasks of the Technical Committee may be assumed by its president, who must report on the corresponding proposal at the next meeting of the Technical Committee.

The maximum period within which the express decision must be notified may in no case exceed three (3) months, and applicants may consider their application to have been rejected if, after that period, they have not received notification to that effect.



Applicants who have been received positive response to their request for authorisation must, as a prerequisite to the granting, communicate their express acceptance of the conditions for the authorisation of the use of the Guarantee Mark (Annex II).

authorisations for the use of the Guarantee Mark shall have an initial duration of thirty-six months (36), starting from the day following the notification of the Decision authorising its use. After this period, if there is no notification as to the contrary by the Trade Mark Owner, it shall be considered renewed for equal periods of twelve months (12).

#### **Article 10. Fees**

For the exercise of the tasks related to the use of the Guarantee Mark, the Municipal Council of Gáldar shall not establish any public fees or charges.

#### **Article 11. Control and supervisory body**

Verification of the requirements in the corresponding technical specification authorising the use of the Mark 'XXXX', and any other requirements that may be established in the authorisation decision, shall be carried out through the Agricultural Advisory, and Agricultural and Fisheries Development Service of the Island Council of Gran Canaria, which shall act as the control body for the Guarantee Mark.

To this end, the control body shall be responsible for monitoring and guaranteeing the identity, characteristics and quality of the products covered by the Guarantee Mark, by verifying the application of the procedures set out in the technical specifications, which shall be based mainly on self-control systems, audits and inspections. It shall, in any case, maintain independence and impartiality in the performance of its duties.

In the performance of its duties, the Agricultural Advisory, and Agricultural and Fisheries Development Service of the Island Council of Gran Canaria may have the support of entities, which must be authorised for that purpose by the Trade Mark Owner, by means of an express decision, following a report from the Technical Committee for the Guarantee Trademark. Any external entity or body that participates in the aforementioned control shall work under the supervision of the Agricultural Advisory, and Agricultural and Fisheries Development Service of the Island Council of Gran Canaria

#### **Article 12. Symbol.**

The distinctive symbol, which is reproduced in Annex III, shall be included on a mandatory basis in each sales unit of the product until its final destination, appearing in a visible place and with geographical identity characteristics set out in the aforementioned Annex, and any future modifications that may occur in the development of this Regulation.

It may be affixed either annexed to the user's brand through individual





labels, or by printing as part of the product label, or by other means that must be specifically authorised for each applicant and product as part of the authorisation process for the use of the Mark.

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The symbol may only be used by holders who have obtained express authorisation for use under the conditions indicated in the authorisation, and never in any way that may damage the Mark's reputation or image, cause discredit, or mislead consumers.

**Article 13. Register of Producers covered by the Guarantee Mark 'XXXX'.**

A Register of Producers covered the Guarantee Mark 'XXXX' is created in the competent area of the Municipal Council, which shall include users authorised to use the Mark.

Registration in the Register shall occur ex-officio once the authorisation for the use of the Mark has been granted.

The registration shall include the identification data of the authorised natural persons, legal entities, or joint assets. The data contained in this Register shall be protected by the provisions of L.O. 15/1999 Title II, of 13 December (Organic Law on the Protection of Personal Data).

**Article 14. Responsibilities of the users of the Guarantee Mark.**

Natural persons, legal entities, or joint assets that use the Guarantee Mark shall be responsible for ensuring that the guarantee product meets the characteristics established in the Technical Specification, as well as for ensuring that the use of the Mark complies with this Regulation and the authorisation granted.

The authorised natural persons, legal entities, and joint assets shall be solely responsible for any defects and issues with the products they place on the market, as well as any potential consequences these may cause to third parties, and shall not, at any time, hold the Trade Mark Owner or external entities that may assist in their control liable.

In any case, the user of the Mark must assume on their own account the compensation and damages caused to third parties that derive from their actions or omissions.

**Article 15. Obligations of the users of the Guarantee Mark.**

Authorised users shall comply with the following obligations:

- Strictly comply with the conditions, registrations, and limitations set out in the decision authorising the use of the Mark 'XXXX', as well as communicate any changes in the productive characteristics and products in relation to those included in the application giving rise to the authorisation in force.
- Actively collaborate in the established control and surveillance tasks, facilitating these through the provision of data, records, and sampling by the technicians entrusted with such actions.
- Collaborate in promoting and disseminating the Mark, ensuring its good name and reputation, and refraining from actions that may



harm it.

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- Provide the Municipal Council of Gáldar, through the Local Development Agency, the Technical Commission or external collaborating and authorised entities, with all the data required to carry out the tasks entrusted to it in relation to the Mark, including production and marketing data.

#### **Article 16. Obligations of the Guarantee Mark Owner.**

The Municipal Council of Gáldar, the Trade Mark Owner, undertakes to, at all times, ensure the confidentiality of the reports and data resulting from its control activities in relation to the Mark.

Through the means involved in its management, the Trade Mark Owner shall inform applicants or authorised persons requesting it about various aspects related to the Mark, especially concerning the procedures for obtaining it, technical specifications, promotion, and any other matters related to the Mark.

Promote the good image and notoriety of the Mark, safeguard it, and prevent its improper use, either ex officio or upon complaint from individuals.

#### **Article 17. Suspension and revocation of authorisation.**

The authorisation for the use of the Mark may be suspended or revoked at any time in the event of non-compliance with the technical specifications and conditions upon which the granting of the authorisation for use was based, in accordance with the treatment of non-conformities or deviations as set out in the corresponding Technical Specification of the product.

Suspension or revocation shall be effected by decision of the President of the Municipal Council, at the proposal of the Technical Committee, after completion of the corresponding proceedings with a user hearing for a period of ten days.

The authorisation may be revoked for lack of use or continued activity for a period of twelve months or more, without there being any justification for the revocation.

If the user or the trademark authorised to use the Guarantee Mark changes, whether by sale, bankruptcy, merger, liquidation, etc., the authorisation shall be deemed to have expired, and the holder thereof may not transfer the authorisation for the use of the Mark, requiring the new holder to begin a new process of application for authorisation, where appropriate.

The authorised user may not offer the right to use the Mark as guarantee, nor may this right be seized or be subject to enforcement measures.

The Mark may only be used by the user expressly authorised by the Trade Mark Owner, and the authorised person may not, in whole or in part, transfer the rights deriving from the authorisation.



The withdrawal of the authorisation shall entail the cancellation of the registration in the Register of Producers covered by the Guarantee Mark.

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### **Article 18. Protection.**

In the case of infringement of the Mark, the Trade Mark Owner shall be entitled to exercise the corresponding measures for its protection, and the user is expressly prohibited from exercising any type of action in this regard.

If any person authorised to use the Mark learns of an infringement or any unlawful use of it, they must inform the Trade Mark Owner so that the owner can take all relevant actions.

### **Article 19. Amendments to the Regulation.**

The Trade Mark Owner shall be the only entity authorised to make any modifications it deems appropriate, and shall make them public so that they are known by the operators and consumers.

### **Article 20. Development.**

It is the responsibility of the Governing Board of the Municipal Council of Gáldar to approve any measures necessary for the implementation and development of this Regulation, on a proposal from the Technical Committee for the Mark.

This instrument (Royal Decree, Order ...) has undergone the procedure provided for in Directive (EU) 2015/1535 of the European Parliament and of the Council of 9 September 2015 laying down a procedure for the provision of information in the field of technical regulations and of rules on Information Society services, and Royal Decree 1337/1999 of 31 July regulating reporting in the area of technical rules and regulations and regulations related to Information Society services.

### **Final provision.**

This Regulation shall be published in full in the Official Gazette of the Province, and shall enter into force the day following its publication in the Official Gazette of the Province.

Thus, making it public for general knowledge.

Gáldar, on \_\_\_\_\_ 2024.

**The President of the Municipal Council of Gáldar.**



**ANNEX I**

**APPLICATION FORM FOR AUTHORISATION TO USE THE GUARANTEE MARK 'XXXX'.**

**Applicant details.**

Name or business name:					
Surname 1:				Surname 2:	
NIF/NIE/CIF:					
Address					
Town/City			Post code:		
Email					
Landline:			Mobile phone:		Fax:

**HEREBY REQUESTS**

**authorisation for the use of the Mark as well as the Registration in the corresponding Register of:**

\_\_\_\_\_ **Onion-Producing Agricultural Holdings for the Guarantee Mark 'XXXX'.**

Municipality	Industrial estate	Plot	Enclosure	Surface area

\_\_\_\_\_ **Onion Storage and/or Packaging Units authorised for the Guarantee Mark 'XXXX'.**

Municipality	Industrial estate	Plot	Enclosure

**To this end, please find attached:**

- Valid Certificate of Registration in the General Health Register of Foodstuffs. (only for storage and/or packaging units)

Gáldar, on \_\_\_\_\_ 202\_.



## ANNEX II

I \_\_\_\_\_, with NIF/NIE \_\_\_\_\_, on behalf of \_\_\_\_\_, with CIF \_\_\_\_\_.

I hereby **ACCEPT** the granting of the use of the Guarantee Mark 'XXXX' under the conditions laid down and **I commit** to comply with all the conditions established in the Product Technical Specification, authorising the Control Body of the Guarantee Mark 'XXXX' to carry out the controls it deems necessary at the stages of production, reproduction, packaging, transport, storage and/or marketing, as well as their records.

I understand that, in accordance with the provisions of the Regulation for the use of the Guarantee Mark 'XXXX', failure to comply with the conditions under which its use is authorised may lead to the immediate revocation or suspension of the authorisation of use, and, if necessary, to the taking of legal measures by the owner of the Guarantee Mark 'XXXX'

Gáldar, on \_\_\_\_\_ 202\_.

Pursuant to the provisions of the L.O. 15/1999 of 13 December on the Protection of Personal Data, the Municipal Council of the Royal City of Gáldar, informs that the data requested and collected in this application will be entered into files owned by this Island Council for the uses and purposes provided for in the Law for the performance of its tasks. These data will be used to fulfil the purposes of the relationship between this Institution and citizens, and will be treated confidentially. Citizens may exercise their rights of access, opposition, rectification, or cancellation, provided for in the Law, by sending the relevant request to the Municipal Council of the Royal City of Gáldar.





**ANNEX III**

**Symbol of the Guarantee Mark 'XXXX'**

This document has been electronically signed by:	
LUIS CELESTINO ARRAEZ GUADALUPE - DIRECTOR AGUASANTAS NAVARRETE GARCIA - HEAD OF SERVICE COORDINATION TECHNICAL SECTION	Date: 19/11/2024 - 13:23:25 Date: 19/11/2024 - 13:07:13
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