

# *Consorzio del Formaggio Parmigiano-Reggiano*

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*Sede: Via J. F. Kennedy, 18 - IT 42124 Reggio Emilia - Cod. Fiscale P. IVA 00621790351  
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## **HEADING 1 – NAME – HEADQUARTERS – DURATION – PURPOSE – TASKS – OPERATIVE AIMS**

### **Article 1**

#### **SETTING-UP AND NAME**

The “Consorzio del Formaggio Parmigiano-Reggiano” is a voluntary Consortium set up in compliance with Articles 2602 to 2615 bis of the Italian Civil Code and with Article 14 of Law no. 526 of 21 December 1999.

### **Article 2**

#### **HEADQUARTERS**

The Consortium headquarters are in Reggio Emilia, Italy, at Via J. F. Kennedy, 18.

### **Article 3**

#### **DURATION**

The duration of the Consortium is set until 31 December 2030.

Upon expiration, the Consortium duration may be extended by the Extraordinary General Meeting of the Consortium members, with the favourable vote of the majorities required – including in second call - for the approval of resolutions.

In case of extension, absent or dissenting Consortium members in the Extraordinary General Meeting shall still have the right to withdraw.

Withdrawal shall be notified within 60 days of the date of approval of the extension resolution.

### **Article 4**

#### **PURPOSE**

The Consortium is a non-profit association and is expressly forbidden to distribute any profits, which shall be reinvested in compliance with Article 17 below.

In full compliance with the Italian and EU regulations and the relevant international agreements and treaties, the Consortium has the following purposes:

- a) To protect the designation of origin of the “Parmigiano Reggiano” cheese, in compliance with Article 13 of Regulation (EC) No. 510/06, with the Italian legislation and with the international agreements and treaties;
- b) To control "Parmigiano Reggiano" cheese, in co-operation with the agri-food product quality protection and anti-fraud Central Body of the Ministry of Agriculture, Food Sovereignty and Forestry (MASAF);

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- c) To enhance the production of "Parmigiano Reggiano" cheese;
- d) To promote, to make circulating and known the Protected Designation of Origin and the marks reserved to it, aiming at the general protection of the interests relating to such designation;
- e) To promote the consumption of "Parmigiano Reggiano" cheese in Italy and abroad, as well as to develop and support any and every initiative, also commercial, aimed at promoting "Parmigiano Reggiano" cheese and at enhancing its image and reputation, including holding shares in and setting up companies or consortium associations.

## Article 5

### TASKS

Within the scope of the activities aimed at the achievement of its purposes, the Consortium shall perform the tasks that are necessary and appropriate to protect the interest of the "Parmigiano Reggiano" PDO, in particular:

- a) It shall define the "Parmigiano Reggiano" production policy, by establishing the Specifications and the relevant Regulations, promoting any amendments to be submitted to the competent Bodies for approval;
- b) It shall be the holder of the marks of the "Parmigiano Reggiano" PDO and the secondary and relating ones, as well as the signs registered pursuant to the law and it shall grant them for use to those so entitled pursuant to Regulation (EC) No. 510/06 and other law provisions;
- c) It shall start and promote any action before any competent body and court having jurisdiction, both national and international, for the protection and preservation of the "Parmigiano Reggiano" PDO and of its reputation, appearing before any court or authority as representative of the common interests of the Consortium members that are the producers of the "Parmigiano Reggiano" PDO cheese;
- d) It shall start and promote any action before any competent body and any court having jurisdiction, both national and international, for the protection and preservation of the marks and signs of which it is the only holder and depositary;
- e) It shall be the only entity authorized to perform the distinctive "Parmigiano Reggiano" PDO marking on the cheese wheels produced by the Consortium members and by those so entitled that are included in the Authorized Body's control plan;
- f) It shall enforce the provisions for the invalidation of the marks of origin in compliance with the Marking Regulation included in the Production Specifications;
- g) It shall order the withdrawal of the marks of origin upon notification from the bodies in charge of ensuring that the Specifications is complied with and it may order the enforcement of penalties;
- h) It shall act for the protection, control and safeguarding of the "Parmigiano Reggiano" PDO pursuant to Article 14 of Law no. 526 of 21 December 1999 and any subsequent amendments and additions;

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- i) It shall ensure that no other product bears names, marks and/or other distinctive marks that could breach the “Parmigiano Reggiano” PDO, also in the interest of consumers, or causes damage to the “Parmigiano Reggiano” PDO;
- j) It shall verify that the quantity of protected product undergoing quality control by the authorized Body and the quantity put on the market are equal;
- k) It shall carry out all tasks and activities that may be required by the Regional governments, by the State and by the European Union;
- l) It shall promote resolutions on agreements in the agri-food system.

## Article 6

### OPERATIVE AIMS

In fulfilling its tasks, the Consortium shall also:

- a) Propose and implement, within the limits of its competence, all the initiatives aimed at the technical, qualitative and economic improvement of the "Parmigiano Reggiano" cheese, to preserve its typicality and its specific characteristics;
- b) Assist the Consortium members, giving them all appropriate instructions so that they can produce cheese that complies with the highest quality standards of “Parmigiano Reggiano” cheese;
- c) Promote and implement all the initiatives aimed at improving every production step, by offering its co-operation, including the provision of technical services;
- d) Promote the training of the staff involved in the production of “Parmigiano Reggiano” cheese, also organizing specific training courses;
- e) Facilitate, organize and take part in initiatives aimed at promoting “Parmigiano Reggiano” cheese, at enhancing its fame, image, reputation, circulation and consumption both in Italy and abroad;
- f) Set up special bodies, or trading companies of which it may hold the entire share capital, acquire stakes in bodies, companies or agencies that may, in any way, favour the achievement of the Consortium’s aims;
- g) Carry out all tasks and activities that may be required by the European Union, by the State and by the Regional governments;
- h) Co-operate with the relevant Control Bodies and/or authorized private bodies having the task of guaranteeing that the “Parmigiano Reggiano” cheese bearing the Protected Designation of Origin complies with the specifications set forth in the Specifications in accordance with Regulation (EC) No. 510/06 and any subsequent law provisions;
- i) Within the scope of the supervisory activity of “Parmigiano Reggiano” cheese, carry out all the actions – also in court – aimed at the rigorous protection of the designation, distinctive signs and marks, as well as at repressing abuses and irregularities by anyone, at preventing and repressing any

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offences or conducts prejudicing the interests of the PDO, of the Consortium and/or of its members, with express right to claim compensation of the damage suffered;

j) Develop projects entailing also the direct purchase by the Consorzio del Formaggio Parmigiano-Reggiano to be used: a) for its institutional activities; b) for promotional activities to increase Parmigiano Reggiano cheese penetration in the markets; c) for charity activities;

## **HEADING II – PRODUCTION AREA AND CHEESE CHARACTERISTICS**

### **Article 7**

#### **PRODUCTION AREA AND PRODUCT CHARACTERISTICS**

The area of production of “Parmigiano Reggiano” cheese consists of the provinces of Parma, Reggio Emilia, Modena, Bologna (left side of the Reno river), Mantua (right side of the Po river).

The area of production and the product characteristics are established in the Production Specifications.

## **HEADING III – PROVINCIAL OFFICES AND PERIPHERAL STRUCTURES**

### **Article 8**

#### **PROVINCIAL OFFICES**

The Consortium shall have Provincial Offices in each of the Provinces of Parma, Reggio Emilia, Modena, Mantua and Bologna, whose functions and operations are governed by Articles 22 and subsequent ones herein as well as by the Consortium Procedures.

### **Article 8-bis**

#### **PERIPHERAL STRUCTURES**

The Consortium Board of Directors shall have the power to establish, modify or close peripheral structures, branches, agencies and representation offices both in Italy and abroad.

## **HEADING IV – MARK, SIGNS AND THEIR AFFIXING**

### **Article 9**

#### **PRODUCT IDENTIFICATION**

The origin of “Parmigiano Reggiano” cheese shall be proven by marks and specific signs, affixed on the wheels or on the packaging, in accordance with the registered Production Specifications.

### **Article 10**

#### **TITLE ON AND HOLDING OF THE MARKS**

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The Consortium shall be the exclusive and only owner and holder of the marks of which in Article 9 above and of other marks that have been duly registered and that will be registered in the future, which may be affixed on “Parmigiano Reggiano” cheese in accordance with the Specifications.

## **Article 11**

### **PROHIBITIONS OF USE**

The players of the supply chain shall be strictly prohibited from using the “Parmigiano Reggiano” PDO marks in any way, or however from using names, models, patents, distinctive signs other than those authorised by the Consorzio del Formaggio Parmigiano-Reggiano.

The Consortium members shall be prohibited from using the Consortium name, without prior written authorization by the Board of Directors, on any printed or advertising material or from reproducing the Consortium marks and distinctive signs.

The mark shall be affixed to “Parmigiano Reggiano” packaging in compliance with the Specifications.

The players of the supply chain shall be expressly prohibited from using, registering, having someone register, or using in any way, both in Italy and abroad, designations, marks and/or other distinctive signs, including domain names, which may in any way imitate, evoke, recall and however be mistaken for or create confusion with the marks, distinctive signs and names of which the Consortium is the owner, or from using designations that may be misunderstood for and however may encroach upon, imitate or evoke the “Parmigiano Reggiano” PDO or exploit its reputation, or translations, dialect expressions, abbreviations, etc. of this Designation.

## **HEADING V – CONSORTIUM MEMBERS**

### **Article 12**

#### **CONSORTIUM MEMBERS**

The following players of the “Parmigiano Reggiano” cheese supply chain shall have the right to become members of the Consortium:

a) Milk producing farmers, having their breeding farms entirely within the production area and whose milk is used for the production of “Parmigiano Reggiano” PDO cheese and having being issued the certificate of conformity by the Control Body. Milk-producing farmers may be represented by associations, established in compliance with the law, of milk-producing farms whose holdings are entirely located in the production area and whose milk is used for the production of “Parmigiano Reggiano” PDO cheese.

The farms shall give specific written proxy to the association;

b) “Parmigiano Reggiano” producing dairies whose plants are located within the area of production and have been issued the certificate of conformity by the Control Body, or by another competent body;

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c) maturers of “Parmigiano Reggiano” PDO cheese that hold the product until the end of the minimum maturation period established by the “Parmigiano Reggiano” PDO Specifications, and/or cutters, having storehouses or plants within the production area, as well the certificate of conformity issued by the Control Body, or by another competent body.

All Consortium members shall prove to have the product available and to undergo inspections by the Control Body.

## **Article 13**

### **APPLICATION FOR ADMISSION**

The application to become a member of the Consortium shall be submitted in writing to the competent Provincial Office.

The application for admission shall contain:

a) indication of the name of the Sole-proprietor firm, or the name or company name and legal form of the company, the company headquarters, the personal particulars of its owner or the legal representative signing the application, the nature of the activity carried out and the characteristics, number and description of the production units and their characteristics.

In case the application is submitted by a Company or legal person, it shall enclose certified copies of the Memorandum of Association, Articles of Association and of the resolution passed by the Management Body approving the admission application, as well as the indication of a member of its Board of Directors (if any), whose powers are entered in the Company Register of the competent Chamber of Commerce, Industry, Craft Trade and Agriculture;

b) The declaration that the applicant has examined and is fully aware of the Articles of Association, Production Specifications and other Consortium Regulations and that the applicant undertakes to comply with them, as well as to fulfil all obligations provided for by thereby, as well as to abide by all resolutions by the Consortium Bodies;

c) The statement of the relevant type of occupation pursuant to Article 12.

The Consortium member holding, also by right of enjoyment, several production units for the processing of milk into Parmigiano Reggiano (Dairies) shall subscribe as many shares of the Consortium fund as the number of production units held.

The Consortium member holding several production units, be they located in the area for which the same Provincial Office is competent or in different Provincial Offices, shall submit an application to each Provincial Office competent for the location of each production unit, specifying that he/she/it is already a Consortium member and in which Provincial Office he/she/it is already a member.

Each Consortium member shall participate in the operations of the Provincial Office competent for the location of his/her/its production unit, based on the quantity of cheese produced in the production unit for the processing of milk into Parmigiano Reggiano cheese (Dairy) located in the area for which the same Provincial Office is competent.

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After consulting the relevant Provincial Office, the Board of Directors shall resolve on the application.

In the Provincial Offices and in the Consortium, the legal persons admitted shall be represented by their legal representative pro-tempore or by the Member of their Board of Directors (if any), whose powers are entered in the Company Register of the relevant Chamber of Commerce, Industry, Craft Trade and Agriculture.

Membership of the Consortium shall become effective with the registration in the “Register of Members”, after the applicant has paid the subscription fee.

Bankrupts or those however subject to receivership procedures, as well as enterprises having interests conflicting with those of the Consortium shall not be admitted as Consortium members and shall not remain members.

Minors, incapacitated and disqualified persons may be members of the Consortium with the authorizations envisaged by the law and through their representative.

## **Article 14**

### **OBLIGATIONS OF CONSORTIUM MEMBERS**

Consortium members shall have the following obligations:

- a) To comply with the Articles of Association, the Production Specifications and other Regulations issued by the Consortium;
- b) To follow and comply with the resolutions adopted by the Consortium Bodies;
- c) To pay the membership fees and contributions pursuant to these Articles of Association, as well as to pay any and all amounts due to the Consortium for any reason and on any grounds;
- d) To pay any additional or extraordinary contributions they are required to pay by national or EU competent authorities for the PDO protection;
- e) To offer all necessary or useful cooperation to achieve the purpose, aims and objective of the Consortium to the Consortium Bodies;
- f) To refrain from any conduct that is incompatible with the Consortium’s existence, rules and regulations and operations;
- g) For the protection of the PDO Parmigiano Reggiano, to refrain – on their own behalf and on behalf of third parties - from producing any cheeses comparable to or which may be confused with Parmigiano Reggiano, at the Parmigiano Reggiano production establishments included in the control system (all active dairy identification numbers and related EEC stamp). With resolution passed by the Board of Directors, endorsed by the ordinary General Meeting of the Consortium Members, after approval by the MASAF, the Regulation setting out the criteria to identify cheeses comparable to or which may be confused with Parmigiano Reggiano is approved, along with the operational methods to manage the measure;

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- h) To allow the documentary audits aimed at the traceability of the marketed product;
- i) To submit to the inspection activities carried out by the competent Bodies, in accordance with Regulation (EC) 510/06 or, however, having the task of guaranteeing compliance of the “Parmigiano Reggiano” cheese having the Protected Designation of Origin status with the Specifications;
- j) To give the Consortium all the data and information that it will request in order to perform its institutional duties and those provided for by these Articles of Association.

The premises of the production units for the production of “Parmigiano Reggiano” cheese (Dairies) shall be built and/or designed in such a way as to allow the Consortium Bodies to perform all and any relevant controls and inspections.

In any case, several production units for the production of “Parmigiano Reggiano” cheese (Dairies) having different dairy identification numbers shall not have common, adjoining or neighbouring premises.

## Article 15

### RIGHTS OF CONSORTIUM MEMBERS

The Consortium members shall have the right to:

- a) Take part in the Consortium operations, based on the programmes prepared by the Consortium;
- b) Take part and cast their vote in the Meetings of Provincial Offices pursuant to Articles from 22 to 28 of these Articles of Association;
- c) Take part and cast their vote in the General Meeting of Consortium Members and in the Extraordinary General Meeting, pursuant to Articles from 29 to 36 of these Articles of Association;
- d) Use, subject to the Consortium’s prior authorisation, the marks and signs on the cheese produced by them, by affixing such marks and signs on the wheels produced by them in compliance with the rules of law, the provisions of these Articles of Association, the Production Specifications, the Marking Regulation, which is an integral part of the Production Specifications, as well as with other Regulations and provisions issued by the Consortium;
- e) Receive the Consortium’s assistance on all topics dealt with in these Articles of Association.

Every production unit for the processing of milk into Parmigiano Reggiano cheese (Dairies) held by the Consortium member shall have the right to its own identification number.

## Article 16

### WITHDRAWAL, FORFEITURE, EXCLUSION, SUSPENSION

Consortium members shall be allowed to withdraw from the Consortium at any time.



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The right of withdrawal shall be exercised by giving the related notification to the Board of Directors, in the person of the President, which shall be sent by registered letter with notice of receipt to the Consortium's registered office or to its certified e-mail address.

The withdrawal notification shall state the name of the withdrawing Member, his/her/its domicile for the service of all notifications and communications concerning the proceeding, his/her/its certified e-mail address, dairy identification number and, if the withdrawing member is a company, it shall contain a copy of the withdrawal resolution passed by its corporate bodies; the Member shall be compliant with the communications concerning the wheels produced and the quantities of milk processed up to the time of the withdrawal notification.

The right of withdrawal may be exercised only for the withdrawing Member's entire share in the Consortium.

If validly exercised, withdrawal shall be effective as of the time when the Board of Directors is informed of it, at its first meeting after the withdrawal notification, at which it shall acknowledge it and shall instruct for the withdrawal to be entered in the "Register of Members".

The Consortium Member shall forfeit such capacity in the event he/she/it no longer meets the requirements for admission pursuant to Article 12.

Forfeiture shall be resolved by the Consortium Board of Directors within twelve months from the date on which the Consortium learns that the Consortium member no longer meets the requirements pursuant to Article 12.

Forfeiture shall be effective from 31 December of the year in which it is ruled pursuant to the previous paragraphs.

A Consortium member may be excluded from the Consortium, after being suspended, with resolution by the Board of Directors, if the member concerned:

- a) Commits serious breaches or infringements of the Articles of Association or Regulations and, specifically, when his/her/its conduct causes detriment to the Consortium's operations, reputation or prejudices its work;
- b) Is late in payment, for over six months, with regard to fees, contributions and any other amount due to the Consortium, for whatever reason;
- c) Is adjudicated bankrupt or is undergoing a debt-restructuring procedure.

A Member may be temporarily suspended, by resolution of the Board of Directors, in case he/she/it defaults its obligations or perpetrates minor breaches of the Consortium's Articles of Association and Regulations or is late in paying any amounts due, pursuant to letter b), for periods of less than 6 months.

It shall be possible to appeal against forfeiture, suspension and exclusion resolutions within 30 (thirty) days of the date of notification of said forfeiture and/or exclusion, by means of an Arbitration pursuant to Article 53.

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The member subject to withdrawal, forfeiture or exclusion shall have no right to reimbursement of the Consortium fees paid and shall not be entitled to the repayment of any contributions given to the Consortium for any reason and on any grounds.

The Consortium Member subject to withdrawal, forfeiture, suspension or exclusion shall comply with all the obligations he/she/it has assumed and shall pay the Consortium fees and the contribution referred to in Article 18, paragraph 1, letter a) below, which have accrued up to the time when withdrawal, forfeiture, suspension or exclusion become effective, including if assumed or accrued in previous financial years.

Furthermore, the Consortium Member subject to withdrawal, forfeiture, suspension or exclusion shall pay the revenues due for any services provided by the Consortium as referred to in Article 18, paragraph 1, letter b), for the wheels produced up to the time when the withdrawal, forfeiture, suspension or exclusion become effective, up to completion of the relevant quality inspections, stamping of signs and cancellation of the marks in accordance with the production specifications of the "Parmigiano Reggiano" PDO. In the event the Consortium member continues production (in compliance with the set prerequisites), despite withdrawal, forfeiture, suspension or exclusion, such member shall continue to pay an all-including contribution pursuant to the law until the actual end of any production activity.

The Consortium Member subject to exclusion shall pay compensation of any substantiated damage, without prejudice to the penalty pursuant to Article 52 below.

The Consortium Member subject to suspension or exclusion shall not be entitled to any contributions given by the Consortium for initiatives intended for its members.

## **HEADING VI – CONSORTIUM FUND - MANAGEMENT – ANNUAL REPORT AND FINANCIAL STATEMENTS**

### **Article 17**

#### **CONSORTIUM FUND**

The contributions from Consortium Members and the assets purchased with such contributions shall make up the Consortium Fund pursuant to Article 2614 of the Italian Civil Code.

The "Consortium Fund" shall consist of an unlimited number of shares having a value not lower than Euro 1,000.00 (one thousand point zero zero) per Consortium Member.

The net value of the consortium fund as recognized in the Balance Sheet shall be calculated, at the financial year closure, by the algebraic addition of:

- Fund initially paid in upon establishment of the Consortium;
- Fees paid in by the Consortium members admitted;
- Any new capital contributions resolved by the General Meeting of Consortium Members;
- Financial results as per the annual financial statements (operating surpluses and deficits);

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- Positive or negative extraordinary items that cannot be attributed to continuing operations, such as voluntary contributions paid by Consortium members or third parties (public or private bodies), as well as any legacies or donations;
- Any additional or extraordinary contributions that the Consortium Members are required to pay by national or EU competent authorities for the PDO protection.

Any operating profits shall be reinvested in investments or initiatives within the Consortium purpose, after provision to a special reserve.

With regard to obligations taken in the Consortium's name by the persons that have the power to represent it, third parties may enforce their rights exclusively on the Consortium Fund, pursuant to Article 2615, paragraph 1 of the Italian Civil Code.

## Article 17bis

### PROVISION FOR SEVERE MARKET CRISES

The Consortium may allocate a portion of the amounts paid by its Members as additional or extraordinary contributions that they are required to pay by national or EU competent authorities for the PDO protection to a specific Provision for severe market crises.

The amounts allocated to that Provision may be used, after the Board of Directors passes the related resolution, for actions aimed at addressing risks and damage linked to market crises via investments to develop demand, rebates, contributions, product destination outside the supply chain and, however, via the tools that the Board of Directors may deem appropriate.

## Article 18

### OPERATING RESOURCES

Operating requirements shall be met by means of:

- a) An annual all-inclusive contribution due for the management of the activities of protection, supervision, promotion, enhancement, consumer information and general management of the “Parmigiano Reggiano” PDO, including the use of the PDO marks;
- b) The additional or extraordinary contributions paid by the dairies pursuant to Article 14 letter d) and not allocated to the provision for severe market crises under Article 17bis.
- c) Revenues from any services supplied;
- d) Contributions to the management from public or private bodies.

The extent of the contributions, of which at item a) shall be fixed by the Board of Directors and ratified by the Ordinary General Meeting of Consortium Members, in proportion to the quantity of product inspected and/or certified by the Control Body; those referred to in point b) shall be resolved by the Ordinary General meeting of Consortium Members.

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For the categories of “milk-producing farmers” and “cheese maturers and/or packers”, the amount of contributions may not exceed the relevant representation percentages established in Article 21.

The share of contributions, of which in item a) above, relating to the category of producing Dairies, shall be calculated, pursuant to Ministerial Decree No. 410 of 12 September 2000, issued by the Ministry of Agricultural, Food and Forestry Policies, on all players in the same category, including if not belonging to the Consortium; therefore the contribution paid by the latter, calculated pursuant to the above mentioned Ministerial Decree No. 410/2000 shall never be lower than the one due by the Consortium members and it shall always take into account the total costs borne by the Consortium for all and any activities carried out by the same in the Parmigiano Reggiano cheese general interest as set forth by the mentioned decree.

The Consortium shall have the power to suspend any separable service to anyone, including any third-party assignees of the Consortium Member concerned, in case of non-payment of the Consortium contributions.

At the beginning of each financial year, the Board of Directors shall fix the proportional extent of the financial endowment of each Provincial Office, to be calculated based on the contributions actually paid in by each single Provincial Office.

## **Article 19**

### **FINANCIAL YEAR AND FINANCIAL REPORTING**

The financial year shall begin on 1 January and close on 31 December of each year.

At the end of each financial year, the Board of Directors:

- a) Shall prepare the Consortium draft annual report and financial statements (consisting of the Balance Sheet, Income Statement and Explanatory Note to the Financial Statements) to be submitted, within the terms laid down in the Articles of Association, to the General Meeting of Consortium Members for approval;
- b) Shall, moreover, submit the draft budget for the following financial year to the General Meeting of Consortium Members for approval.

## **Article 20**

### **CONSORTIUM BODIES**

The Consortium Bodies shall be the following:

- a) Meetings and Board of the Provincial Offices;
- b) The General Meeting of the Consortium Members;
- c) The Board of Directors;
- d) The Executive Committee;

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e) The President;

f) The Board of Auditors.

Each Provincial Office, in full compliance with the criteria for representation pursuant to Ministerial Decree of 12 April 2000, shall have the right to elect at least one member of the Bodies pursuant to items c) and d).

## **Article 21**

### **REPRESENTATION IN CONSORTIUM BODIES**

Each category set forth in Article 2 item a) (matured cheese supply chain) of Ministerial Decree of 12 April 2000 shall have the right to be represented in the Consortium Bodies in a percentage proportional to the quantity of product put into the “Parmigiano Reggiano” PDO supply chain in the individual provinces and in the entire production area, should such quantity be sufficient to express at least one member (with rounding up).

Pursuant to Ministerial Decree of 12 April 2000:

1. Dairies producing “Parmigiano Reggiano” PDO cheese shall be entitled to a minimum representation percentage of 66%;
2. Farmers producing milk used to produce “Parmigiano Reggiano” PDO cheese shall be entitled to a maximum representation percentage of 17%;
3. Maturers and/or packers of “Parmigiano Reggiano” PDO cheese shall be entitled to a maximum representation percentage of 17%.

It is agreed that the minimum and maximum percentages set forth in the previous item shall, pursuant to the above-mentioned Ministerial Decree of 12 April 2000, apply in the event that the categories of which in items 2 and 3 contribute to the same maximum extent to the overall production of “Parmigiano Reggiano” PDO cheese; should this not occur, the above-specified maximum percentages, relating to categories 2 “milk-producing farmers” and 3 “cheese maturers and/or packers”, shall be reduced proportionately.

The data required for the calculation of such quantities shall be established annually by the Board of Directors based on the data supplied and/or approved by the Control Body that is authorized for the PDO, with reference to the previous year.

Each Provincial Office shall have the right to be represented in the Board of Directors and in the Executive Committee.

## **HEADING VII – GENERAL MEETINGS AND BOARDS OF PROVINCIAL OFFICES**

### **Article 22**

#### **COMPOSITION OF PROVINCIAL OFFICE GENERAL MEETINGS**

# *Consorzio del Formaggio Parmigiano-Reggiano*

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Provincial Office General Meetings shall consist of the Consortium Members registered with the individual Offices. The Consortium Members that have been in the “Register of Members” for at least three months and are up to date with the payments of the fees, contributions and any amount due to the Consortium shall have the right to vote and to speak.

A Consortium Member that is not up to date with the payments of the fees, contributions and any amount due to the Consortium shall have the right to participate in the Provincial Office Meetings but shall not have the right to vote or to speak.

A Consortium Member may appoint another Consortium Member by written proxy signed by the same or by its legal representative or by the person with general power for the relations with the Consortium, whose power is entered in the Company Register of the relevant Chamber of Commerce, Industry, Craft Trade and Agriculture, in case the Member is a legal person, to be handed over to the Chair of the Meeting before it begins.

Each Consortium Member shall be given more than one proxy.

A Consortium Member that has not the right to vote for not being up to date with the payment of the fees, contributions and any amount due to the Consortium shall not be given a proxy.

Meetings may be held via teleconference or videoconference, upon condition that the Chair, also thorough his/her staff, can ascertain the identity and the right to participate of those present, regulate the meeting performance, ascertain and announce the voting results; upon condition that the minute-taker can suitably follow the meeting events that are recorded in the minutes, that those present can take part in the discussion, send and receive deeds and documents, and that they can vote simultaneously on the items on the agenda. The notice convening the Meeting shall set forth the venues connected via teleconference or videoconference by the Consortium.

If these requirements are met, the Meeting shall be deemed held in the venue where the Chair is and where the Secretary of the Meeting shall be so as to allow the minutes to be drawn up and signed, as well as the relevant register.

## **Article 23**

### **CALLING**

Provincial Office Meetings shall be called by the Chair of the Provincial Office.

These Meetings shall be called to discuss the items on the agenda.

Provincial Office Meetings shall be called by the Chair of the Provincial Office to resolve on the topics dealt with in article 24 letters a) and b); meetings shall be called by the Provincial Office Board whenever it is deemed expedient for the issues subject to its competence.

The notice convening the Meeting shall set forth the day, time and venue set for the Meeting, as well as the items on the agenda, and shall be sent to the Consortium Members, to their domicile, by registered post with proof of receipt, at least eight days before the meeting date and posted-up, for same eight-day period, at the Provincial Office concerned.

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Meetings may also be called via fax, e-mail or legal-mail, within the above-mentioned terms, upon condition that the fax number or e-mail address are set forth in the relevant list attached to the "Register of Members".

These notices shall set forth also the data of second call, if any, which may also be the day after the one of first call.

The Meetings shall be valid, in first call, when at least half plus one of the Consortium Members are present either personally or by proxy, and, in second call, irrespective of the number of Consortium Members present or personally or by proxy.

General Meetings shall resolve by simple majority of the votes given by those so entitled; those who have abstained from voting shall not be considered in calculating the quorum required to pass a resolution.

## Article 24

### COMPETENCES OF THE PROVINCIAL OFFICE MEETINGS

The Provincial Office Meeting shall:

a) Elect the members of the Provincial Office Board, in compliance with the representation criteria pursuant to Ministerial Decree of 12 April 2000 and with the methods set forth in the Consortium Procedures. The members of the Provincial Office Board shall be on the Consortium Board of Directors by right, pursuant to Article 31, paragraph c); pursuant to article 2 of Law no. 154 of 28 July 2016, on the list of candidates to the Board of Directors, at least one third of the candidates shall belong to the least represented gender. In the event of absence of candidates of the least represented gender, the candidates on the list shall be elected upon condition that the actual absence of eligible candidates belonging to the least represented gender has been recorded in the minutes.

The provisions of this article shall apply for three consecutive terms of office, starting from the first renewal of the Board of Directors after 25 August 2017.

For the first renewal of the Board of Directors after 25 August 2017 at least one fifth of the candidates shall belong to the least represented gender, under penalty of inadmissibility of the list.

b) Appoint, for Board integration purposes pursuant to Article 38, the future Consortium Directors, who will replace the Directors due to leave office during the financial year, choosing them from among the Consortium Members so entitled pursuant to item a) above, and within the category in compliance with the provisions of Ministerial Decree of 12 April 2000;

c) Discuss the topics regarding the Provincial Office operations;

d) Discuss the items on the agenda of the Consortium Ordinary General Meeting;

Only the Consortium Members registered with the Provincial Office may be elected to the same Provincial Office Board or, in case of legal persons, their legal representatives or their proxies pursuant to Article 13.

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## **Article 25**

### **VOTING PROCEDURES IN PROVINCIAL OFFICE MEETINGS**

Ten days before the Provincial Office Meetings, the Consortium Board of Directors shall post up, at the Consortium Headquarters and at each Provincial Office - in this case with regards to the Consortium Members from the Provincial Office concerned - the list of votes assigned to each Consortium Member and the representatives of the categories and Provincial Offices for the General Meeting of the Consortium Members.

The votes shall be assigned as follows:

- For milk-producing farmers: maximum 1/6 of total votes;
- For producing dairies: minimum 2/3 of total votes;
- For cheese maturers and/or packers: maximum 1/6 of total votes.

For the category of Dairies, each Consortium Member shall have the right to a maximum of four votes, based on the production ascertained by the Board of Directors in accordance with the following criteria:

- One vote if its production is lower than the average of the production area;
- Two votes if its production is equal to the average and lower than twice the average of the production area;
- Three votes if its production is equal to twice and lower than three times the average of the production area;
- Four votes if its production is equal to or higher than three times the average of the production area.

Voting shall normally be by showing a card handed over by the Chair at the beginning of the Meeting and representing the number of votes to which the Member is entitled. In case of secret ballot, the Consortium Members shall be given as many cards as the number of votes which each one of them is entitled to.

Voting to approve measures concerning individual persons shall always be by secret ballot, as well as if requested by the majority of voters.

Provincial Office Meetings may be preceded by category Meetings.

## **Article 26**

### **CHAIR OF THE MEETING AND MINUTE-TAKING**

The Meeting of the Provincial Office Members shall be chaired by the Provincial Office Chair or, in his/her absence, by the senior Director of the Board (and in case of equal seniority of office, by the oldest).



# *Consorzio del Formaggio Parmigiano-Reggiano*

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Before the opening formalities are completed, the Meeting shall have the power to request that the Chair be elected from among the Consortium Members present.

The resolutions of the Provincial Office Meetings regarding items a) and b) of article 24 shall be recorded in the minutes signed by the Chair and Secretary appointed by the Chair, and in case no list belonging to the list represented gender is submitted, the actual absence of eligible candidates belonging to the least represented gender shall be recorded in the minutes.

## **Article 27**

### **PROVINCIAL OFFICE BOARD - COMPOSITION - OPERATIONS**

The Provincial Office Board shall consist of at least two Directors. In the event that only one Director may be elected due to the representation criteria envisaged by the Articles of Association, this shall be the Provincial Office Chair.

The Provincial Office Board shall be called by the Chair.

The notice calling the Board meeting shall set forth the date, time and venue set for the meeting, as well as the items on the agenda and shall be sent to the Directors at least eight days in advance.

Meetings may also be called via fax, e-mail or legal-mail, sent at least three days in advance, upon condition that the fax number or e-mail address are set forth in the relevant list.

Even though not called in compliance with the set procedures, a Board of Directors' meeting where all those so entitled are present and state, before the meeting is opened, that they can discuss the items on the agenda shall be validly convened.

The Arbitration Clause pursuant to Article 53 below shall apply to Provincial Office Board Members and to the litigations brought by the same against the Consortium or by the Consortium against them and shall be binding for them with the acceptance of their office.

Holding equivalent or similar offices in other Consortia for the protection of products that belong to the same product type as Parmigiano Reggiano cheese and are similar to and/or compete with the same, as well as holding office as member of the Board of Directors or Executive Committee of said consortia or however holding representation and/or executive offices of any type and nature in the same shall all be reasons for incompatibility with and ineligibility to the office as Provincial Office Board Member and, therefore, the person concerned may not be elected and, if elected, shall fall from office.

The following conditions shall also be reasons of incompatibility with and ineligibility to the office as Provincial Office Director and shall cause the person concerned, if elected, to fall from office:

a) the candidate operates (both in Italy and abroad, both personally and through enterprises referable to the same) in the production of cheeses that belong to the same product type as Parmigiano Reggiano cheese and are comparable to and/or competing with it;

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b) holding office as member of the Executive Committee or equivalent body, or as Manager in partnerships and companies, subject both to the Italian and foreign law, having, as corporate purpose, directly or through subsidiaries, associates or affiliates, the production and marketing of products that belong to the same product type of Parmigiano Reggiano cheese and are comparable to and/or competing with the same, the turnover related to which represents at least 1/3 (one third) of said cheese aggregate turnover of the subsidiary, associate and affiliate companies.

The Consortium Executive Committee shall be entitled to ask the elected Director all the information on the ineligibility and/or incompatibility reason dealt with in this Article, requiring the Director concerned to show all deeds and/or documents deemed necessary and/or relevant to ascertain the truth; the Executive Committee shall also have the power to start the investigations deemed necessary and/or expedient appointing whomever is deemed qualified to perform this task. Should the candidate or Director refuse to provide the above-mentioned information, or should such information be incomplete or untruthful, or should the candidate not cooperate with the investigations started by the Executive Committee, the same candidate shall become ineligible and, if elected, shall fall from office.

After completing the preliminary investigation phase, which shall not last over 30 (thirty) days, the Executive Committee shall report to the Board of Directors that shall adopt the consequent resolutions.

Provincial Office Board Meetings may be held via teleconference or videoconference, upon condition that the Chair, also thorough his/her office staff, can ascertain the identity and right to participate of those present, regulate the meeting performance, ascertain and announce the voting results; upon condition that the minute-taker can suitably follow the meeting events that are recorded in the minutes, that those present can take part in the discussion, send and receive deeds and documents, and that they can vote simultaneously on the items on the agenda.

If these requirements are met, the Provincial Office Board Meeting shall be deemed held in the venue where the Chair is and where the Secretary of the Meeting shall be so as to allow the minutes to be drawn up and signed, as well as the relevant register.

## **Article 27-bis**

### **TERM OF OFFICE OF PROVINCIAL OFFICE DIRECTORS**

The Provincial Office Directors shall be Consortium Members (for legal persons their Legal Representatives or the Members of their Board of Directors, where such legal persons have one, who shall be authorized by a specific power of attorney filed with the relevant Chamber of Commerce, Industry, Craft Trade and Agriculture) and shall be in office for four financial years and may be re-elected; the above without prejudice to the provisions of Articles 44 and 47 for the Members that will sit on the Executive Committee and for the Provincial Office Chair.

If, in the financial year, one or more Directors leave office, the Consortium Board of Directors shall replace them by means of a resolution approved by the Board of Auditors, choosing them from among the Consortium Members so entitled pursuant to Article 24 item a), upon nomination by the Board of

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the Provincial Office to which the replaced Directors belonged and within the same category pursuant to Ministerial Decree of 12 April 2000.

The Directors so appointed shall remain in office until the renewal of the Board of Directors.

If the majority of Directors or all Board Members leave office, the procedures pursuant to Article 2386 of the Italian Civil Code shall apply.

A Director losing his/her capacity as Consortium Member, both because he/she loses the requirements pursuant to Articles 12 and 13, and because the company or entity he/she represents loses said requirements, shall fall from office.

Moreover, a Director falls from office if, for whatever reason, he/she loses his/her capacity as Shareholder of the Board Member or as Managing Director of the company or entity member of the Consortium.

Also a Director who fails to attend more than three consecutive meetings of the Provincial Office Board without justifiable reason shall fall from office.

A Board Member's removal from office shall be resolved by the Board of Directors and approved by the Board of Auditors.

After the expiry of its term of office, the Provincial Office Board shall continue to operate with an extension of term to fill the vacancy until the new Board of Directors has taken office, after having being elected pursuant to these Articles of Association, and its operations shall not need to be approved.

## **Article 28**

### **FUNCTIONS OF THE PROVINCIAL OFFICE BOARD**

The Provincial Office Board shall:

- a) Appoint the Provincial Office Chair;
- b) Call the Provincial Office Meetings;
- c) Implement the resolutions of the Provincial Office Meetings, of the Consortium Board of Directors, of the Consortium Executive Committee and of the General Meeting of Consortium Members;
- d) Maintain relations with the Consortium Members, by periodically informing them of the Consortium operations;
- e) Discuss and establish the guidelines for the Provincial Office expense budget and take note of the final annual expense report of the Provincial Office.

### **HEADING VIII - GENERAL MEETING OF CONSORTIUM MEMBERS**

## **Article 29**

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## COMPOSITION

Continuous and active participation by the Consortium Members in all Meetings shall be a Member duty and, at the same time, it is a prerequisite for the achievement of the Consortium's objectives.

All Consortium Members that have been on the "Register of Consortium Members" for at least three months shall have the right to participate in the Consortium General Meeting.

The Consortium Members that have been in the "Register of Members" for at least three months and are up to date with the payments of the fees, contributions and any amount due to the Consortium shall have the right to vote and to speak in the Meeting.

A Consortium Member that is not up to date with the payments of the fees, contributions and any amount due to the Consortium shall have the right to participate in the Provincial Office Meetings, but shall not have the right to vote or to speak as specified above.

A Consortium Member may appoint another Consortium Member proxy by written proxy signed by the same or by its legal representative or by the person with general power for the relations with the Consortium, whose power is entered in the Company Register of the relevant Chamber of Commerce, Industry, Craft Trade and Agriculture, in case the Member is a legal person, to be handed over to the Chair of the Meeting before it begins.

Each Consortium Member shall not be given more than two proxies.

A Consortium Member that has not the right to vote for not being up to date with the payment of the fees, contributions and any amount due to the Consortium shall not be given a proxy.

The General Meetings shall be either ordinary or extraordinary.

The ordinary General Meeting of the Consortium Members shall be called by the Board of Directors, at least once a year to approve the final annual report within 120 (one hundred and twenty) days of the financial year closing date.

The General Meeting of the Consortium Members shall be called also if it so requested by the Board of Auditors or by at least half of the members of the Board of Directors.

Eight days before the General Meetings of the Consortium Members, at the Consortium Headquarters and at each Provincial Office, the Consortium Board of Directors shall post up the list of votes assigned to each Consortium Member and the representatives of the categories and Provincial Offices for the General Meetings of the Consortium members.

The votes shall be assigned as follows:

- For milk-producing farmers: maximum 1/6 of total votes;
- For producing dairies: minimum 2/3 of total votes;
- For cheese maturers and/or packers: maximum 1/6 of total votes.

# *Consorzio del Formaggio Parmigiano-Reggiano*

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For the category of Dairies, each Consortium Member shall have the right to a maximum of four votes, based on the production ascertained by the Board of Directors in accordance with the following criteria:

- One vote if its production is lower than the average of the production area;
- Two votes if its production is equal to the average and lower than twice the average of the production area;
- Three votes if its production is equal to twice and lower than three times the average of the production area;
- Four votes if its production is equal to or higher than three times the average of the production area.

## **Article 30**

### **CALLING FORMALITIES**

The General Meeting, both ordinary and extraordinary, shall be called by the Consortium President, following a relevant resolution by the Board of Directors by means of notice setting forth the items on the agenda, as well as the date, time and venue set for the meeting, both for first call and second call, if any, which shall be fixed at least twenty-four hours after the first call; said notice shall be sent to the Consortium Members to their domicile with the following alternative procedures, preferably the one at item a) below:

- a) by registered post to be sent to the Consortium Members, at least eight days before the day set for the meeting and by posting it up, for the same eight-day period, at the Consortium Headquarters and at the Provincial Offices;
- b) delivery or posting the notice to the Consortium Members, on any medium, through any communication system, including fax, e-mail and legal-mail, with proof of receipt, as long as the fax number or e-mail address are on the relevant list attached to the "Register of Consortium Members", to be sent at least eight days before the Meeting, and by posting up said notice, for the same eight-day period, at the Consortium Headquarters.

At its discretion and in addition to the compulsory procedures of which in the previous items a) and b), the Board of Directors may use any other publicity form aimed at better circulating the Meeting calling notice among the Consortium Members.

Should the above-mentioned formalities not be met, the Meeting shall be validly convened when all Consortium Members having the right to vote are present, either in person or by proxy, as well as the majority of the members of management and control bodies; in this case, the members of the management and control bodies not present shall be promptly informed of the resolutions taken.

The ordinary General Meeting may be convened in a venue other than the Consortium Headquarters, as long as it is within the area of production.

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The relevant notice shall be sent, at least ten days before the Meeting, to the Provincial Office Chairs, at the relevant Provincial Office.

The Provincial Office Chairs shall call the Provincial Office Meetings following the procedures set forth in Article 23 above.

Meetings may be held via teleconference or videoconference, upon condition that the President, also thorough his/her office staff, can ascertain the identity and the right to participate of those present, regulate the meeting performance, ascertain and announce the voting results; upon condition that the minute-taker can suitably follow the meeting events that are recorded in the minutes, that those present can take part in the discussion, send and receive deeds and documents, and that they can vote simultaneously on the items on the agenda. The notice convening the Meeting shall set forth the venues connected via teleconference or videoconference by the Consortium.

If these requirements are met, the Meeting shall be deemed held in the venue where the Chair is and where the Secretary of the Meeting shall be so as to allow the minutes to be drawn up and signed, as well as the relevant register.

The extraordinary General Meeting of Consortium Members shall be convened in the province with the highest number of Consortium Members.

## **Article 31**

### **COMPETENCES OF THE ORDINARY GENERAL MEETING OF CONSORTIUM MEMBERS**

The Ordinary General Meeting of Consortium Members shall resolve on the agenda proposed by the Board of Directors and on the following subject-matters:

- a) Approval of the Consortium's annual report and financial statements;
- b) Approval of the Consortium's budget;
- c) Confirmation of the Directors elected by the Provincial Office Meetings, after ensuring that the representation right of the various member categories, as well as the right to gender equality pursuant to Law no. 154 of 28 July 2016 have been complied with; in the event of absence on the list of candidates to the Provincial Office General Meetings pursuant to article 24 letter a) of candidates belonging to the least represented gender, the election of candidates shall be confirmed upon condition that the actual absence of eligible candidates belonging to the least represented gender has been recorded in the minutes; the provisions of this article shall apply for three consecutive terms of office, starting from the first renewal of the Board of Directors after 25 August 2017; for the first renewal of the Board of Directors after 25 August 2017 at least one fifth of the candidates shall belong to the least represented gender, under penalty of inadmissibility of the list.
- d) Election of the Board of Auditors, both standing and alternate members, as well as of its Chair, conditions of ineligibility, incompatibility and falling from office;

# Consorzio del Formaggio Parmigiano-Reggiano

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- e) Approval and change of Internal Procedures regarding the representation of the supply chain categories inside Consortium Bodies, the election of Provincial Office Board Members and assignment of votes in the Meeting;
- f) Approval of and change to the internal regulations that do not require approval by the MASAF or by other authorities;
- g) Endorsement of the Regulation, as approved by the Board of Directors, that sets out the criteria to identify cheeses comparable to or which may be confused with Parmigiano Reggiano and the operational methods to manage the measure.
- h) Confirmation of the amount of the different contribution due by the Consortium Members, based on the relevant contribution to production, as established by the Board of Directors;
- i) Confirmation of the penalties provided for in Article 52 below, resolved by the Board of Directors.

## **Article 32**

### **COMPETENCES OF THE EXTRAORDINARY GENERAL MEETING OF CONSORTIUM MEMBERS**

The Extraordinary General Meeting of Consortium Members shall resolve on the agenda proposed by the Board of Directors and on the following subject-matters:

- a) Approval of and amendments to the Consortium Articles of Association (to be submitted to the relevant Ministry for the statutory remarks);
- b) Approval of and changes to the Specifications and relevant Regulations to be submitted to the approval of the competent Ministry;
- c) Extension of the duration or early dissolution of the Consortium;
- d) Appointment and powers of liquidators;
- e) Other subject-matters envisaged by the law.

## **Article 33**

### **MEETING VALIDITY**

The General Meeting of Consortium Members, if extraordinary, shall be validly convened in first call when two thirds of the Consortium Members are present, if ordinary, they shall be validly convened in first call when half plus one of the Consortium Members are present.

The General Meeting of Consortium Members shall be validly convened in second call, if extraordinary, when at least one third of the Consortium Members is present, if ordinary, irrespective of the number of Consortium Members present either in person or by proxy.

# *Consorzio del Formaggio Parmigiano-Reggiano*

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The Chair of the Meeting shall ascertain and declare that the meeting is validly convened when opening the same, and the validly convened meeting shall remain as such until its closure although, during its operations, part of the Consortium Members present leaves the meeting venue.

The majority required to pass resolutions of the general meeting, both ordinary and extraordinary, both in first and in second call, shall be at least one half plus one of the votes given by the Meeting during voting operations. Those who have abstained from voting shall not be considered in calculating the quorum required to pass a resolution.

Extraordinary General Meeting resolutions relating to the approval of or amendments to the Articles of Association, the Production Specifications and other Regulations to be approved by the relevant Ministry, as well as the extension or early dissolution of the Consortium and its liquidation, with the relevant appointment of the liquidators, shall be passed with a majority of at least three fifths of the votes given by the Meeting during voting operations. Those who have abstained from voting shall not be considered in calculating the quorum required to pass a resolution.

## **Article 34**

### **MINUTE-TAKING OF MEETINGS**

The General Meeting resolutions shall be recorded in the minutes signed by the Chair and by the Secretary.

In the event of absence on the list of candidates to the Provincial Office General Meetings pursuant to article 24 letter a) of candidates of the least represented gender, the election of candidates shall be confirmed upon condition that the actual absence of eligible candidates belonging to the least represented gender has been recorded in the minutes.

The Extraordinary General Meeting minutes shall be taken by a Notary.

## **Article 35**

### **VOTING PROCEDURES**

Both in ordinary and extraordinary General Meetings, voting shall normally be open, by showing a card handed over by the Chair at the beginning of the Meeting and representing the number of votes to which the Member is entitled. In case of secret ballot, the Consortium Members shall be given as many cards as the number of votes which each one of them is entitled to.

Voting may also be electronic, if the Meeting venue is duly equipped.

During ordinary and extraordinary meetings, voting shall always be by secret ballot when approving measures concerning individual persons or if requested by the majority of voters.

## **Article 36**

### **CHAIR/PRESIDENT OF THE MEETING**



# *Consorzio del Formaggio Parmigiano-Reggiano*

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The Meeting shall be chaired by the Chair/President of the Board of Directors or, in his/her absence, by the senior Deputy Chair, unless the Meeting elects a Chair.

The General Meeting of Consortium Members shall always have the right to elect its own Chair, so requesting before the opening formalities are concluded.

Upon the Chair's proposal, the General Meeting shall appoint a Secretary.

## **HEADING IX – BOARD OF DIRECTORS**

### **Article 37**

#### **COMPOSITION OF THE BOARD OF DIRECTORS**

The Board of Directors shall consist of:

a) from a minimum of 28 (twenty-eight) members representing the Dairies, up to a maximum of 42 (forty-two) members coming from the remaining categories, elected by the Provincial Office Meetings and confirmed by the General Meeting of Consortium Members. Each Provincial Office shall in any case be represented in the Board of Directors by at least one Director;

b) 4 (four) members without the right to vote, appointed as follows:

- 1 (one) representing the Chambers of Commerce, Industry, Craft Trade and Agriculture of the Emilia-Romagna Region;

- 1 (one) representing the Chambers of Commerce, Industry, Craft Trade and Agriculture of the Lombardy Region;

- 1 (one) representing the Regional Councillorship for Agriculture of the Emilia-Romagna Region;

- 1 (one) representing the Regional Councillorship for Agriculture of the Lombardy Region;

The Arbitration Clause pursuant to Article 53 below shall apply to the Members of the Board of Directors and to the litigations brought by the same against the Consortium or by the Consortium against them and shall be binding for them with the acceptance of their office.

Holding equivalent or similar offices in other Consortia for the protection of products that belong to the same product type as Parmigiano Reggiano cheese and are similar to and/or compete with the same, as well as by holding office as member of the Board of Directors or Executive Committee of said consortia or however holding representation and/or executive offices of any type and nature in the same shall all be reasons for incompatibility with and ineligibility to the Office as Consortium Director and, therefore, the person concerned may not be elected and, if elected, shall fall from office

The following conditions shall also be reasons of incompatibility with and ineligibility to the office as Consortium Director and shall cause the person concerned, if elected, to fall from office:

# Consorzio del Formaggio Parmigiano-Reggiano

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a) the candidate operates (both in Italy and abroad, both personally and through enterprises referable to the same) in the production of cheeses that belong to the same product type as Parmigiano Reggiano cheese and are comparable to and/or competing with it;

b) holding office as member of the Executive Committee or equivalent body, or as Manager in partnerships and companies, subject both to the Italian and foreign law, having, as corporate purpose, directly or through subsidiaries, associates or affiliates, the production and marketing of products that belong to the same product type of Parmigiano Reggiano cheese and are comparable to and/or competing with the same, and the relevant turnover represents at least 1/3 (one third) of said cheese aggregate turnover of the subsidiary, associate and affiliate companies.

The Consortium Executive Committee shall be entitled to ask the elected Director all the information on the ineligibility and/or incompatibility reason dealt with in this Article, requiring the Director concerned to show all deeds and/or documents deemed necessary and/or relevant to ascertain the truth; the Executive Committee shall also have the power to start the investigations deemed necessary and/or expedient appointing whomever is deemed qualified to perform this task. Should the Director refuse to provide the above-mentioned information or should such information be incomplete or untruthful or should the same not cooperate with the investigations started by the Executive Committee, the same Director shall fall from office by right.

After completing the preliminary investigation phase, which shall not last over 30 (thirty) days, the Executive Committee shall report to the Board of Directors that shall adopt the consequent resolutions.

The Consortium Board of Directors' Meetings may be held via teleconference or videoconference, upon condition that the Chair/President, also thorough his/her office staff, can ascertain the identity and right to participate of those present, regulate the meeting performance, ascertain and announce the voting results; upon condition that the minute-taker can suitably follow the meeting events that are recorded in the minutes, that those present can take part in the discussion, send and receive deeds and documents, and that they can vote simultaneously on the items on the agenda.

If these requirements are met, the Board of Directors' Meeting shall be deemed held in the venue where the Chair/President is and where the Secretary of the Meeting shall be so as to allow the minutes to be drawn up and signed, as well as the relevant register.

## **Article 38**

### **TERM OF OFFICE**

The Directors, to be chosen from among the Consortium Members, (for legal persons their legal representatives or members of their Board of Directors, if any, having been granted the relevant powers, and whose powers have been duly registered with the competent Chamber of Commerce, Industry, Craft Trade and Agriculture), shall remain in office for four financial years and may be re-elected.

# *Consorzio del Formaggio Parmigiano-Reggiano*

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If, during the financial year, one or more Directors leave office, the Board of Directors shall replace them by means of a resolution approved by the Board of Auditors, choosing them from among the Consortium Members so entitled pursuant to Article 24 item a), upon nomination by the Board of the Provincial Office to which the replaced Directors belonged and within the same category pursuant to Ministerial Decree of 12 April 2000.

The Directors so appointed shall remain in office until the renewal of the Board of Directors.

If the majority of Directors or all Directors leave office, the procedures pursuant to Article 2386 of the Italian Civil Code shall 2386 of the Italian Civil Code.

A Director losing his/her capacity as Consortium Member, both because he/she loses the requirements pursuant to Articles 12 and 13, and because the company or entity he/she represents loses said requirements, shall fall from office.

Moreover, a Director falls from office if, for whatever reason, he/she loses his/her capacity as Shareholder of the Board Member or as Managing Director of the company or entity member of the Consortium.

A Director who fails to attend more than three consecutive meetings of the Consortium Board without justification shall fall from office.

A Director's removal from office shall be resolved by the Board of Directors and approved by the Board of Auditors.

After the expiry of its term of office, the Board of Directors shall continue to operate until the new Board of Directors has taken office, after having being elected pursuant to these Articles of Association, and its operations shall not need to be approved.

## **Article 39**

### **CALLING**

The Board of Directors shall be called by the Executive Committee or by the President of the Consortium, when requested by at least one third of the Directors, specifying the items to be put on the agenda.

The meeting shall be called at least eight days before the day set for the meeting, by sending a notice setting forth the date, time and venue set for the meeting, as well as the agenda.

In case of an emergency, the Board meeting may be called via telegram or fax or e-mail with three-day notice.

The meeting shall be validly convened if all Directors having the right to vote and all the Standing Auditors are present and if they state, before the meeting is opened, that they can discuss the items on the agenda.

## **Article 40**

# Consorzio del Formaggio Parmigiano-Reggiano

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## **MEETING VALIDITY**

The meetings shall be validly convened if the majority of the Directors in office having the right to vote is present.

Voting shall normally be open by show of hands.

Voting shall be by secret ballot if regarding measures that concern individual persons or when it is so requested by 2/3 of the Directors having the right to vote.

Resolutions shall be passed by majority. With an equal number of votes, in case of open vote, the President's vote shall prevail, while in case of secret ballot, an equal number of votes shall cause the proposal to be rejected.

## **Article 41**

### **POWERS OF THE BOARD OF DIRECTORS**

The Board of Directors shall elect its Chair/President from among its members, as well as the Deputy Chairs – one, two or three – belonging to Provincial Offices also other than the one to which the Chair/President belongs.

Where the Deputy Chairs are appointed, the Board shall appoint one of them as Substitute Deputy Chair.

The Board of Directors shall appoint the Executive Committee from among its members and establish its tasks and powers.

The Board of Directors shall be vested with the most extensive powers for the management of the Consortium, since it shall have the task of performing all ordinary and extraordinary management operations that are not specifically reserved to the General Meeting by the law or these Articles of Association.

Therefore, only by way of an example and not limited to, the Board of Directors shall be in charge of:

- a) Establishing the quotas in the Consortium Bodies of the representatives of the different occupational categories, in accordance with the legislation in force, as well the relevant procedures;
- b) Resolving on the admission, withdrawal and forfeiture of Consortium Members and on their possible exclusion;
- c) Resolving on the calling of both ordinary and extraordinary General Meeting;
- d) Resolving on the ineligibility and/or incompatibility of candidates with the offices of Provincial Office Director, member of the Board of Directors and/or Executive Committee and, if elected, on their removal from office;

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- e) Implementing the General Meeting's resolutions and carrying out all the actions delegated by the General Meeting and establishing the Consortium internal Procedures and Regulations;
- f) Checking the Consortium Members' productions relating to the latest production year, for the assignment of votes to the individual Consortium Members in the Provincial Office Meetings, based on the data supplied and/or confirmed by the Control Body;
- g) Establishing the admission fee for the Consortium Members, as well as the amount of the annual overall contribution, pursuant to Article 18, subject to the approval of the General Meeting of Consortium Members;
- h) Resolution, for each financial year, of the amount of the additional contribution to be allocated to the Provision for severe market crises in accordance with Article 17bis;
- i) Resolution of the use of the Provision for severe market crises under Article 17 bis and of the methods for said use
- j) Establishing the fees for the services supplied;
- k) Approving the expense budgets proposed by the Provincial Offices, as well the relevant actual expenses;
- l) Preparing the Consortium actual accounts, as well as a budget proposal, to be submitted to the ordinary General Meeting for approval;
- m) Recruiting and dismissing staff, establishing the relevant duties and remunerations;
- n) Approving the lists of the experts in charge of marking operations, selected by the Provincial Offices, and appointing the members of Appeal Commissions and Commissions for the Assessment of Experts;
- o) Resolving on lawsuits involving the Consortium either as plaintiff or defendant;
- p) Purchasing, selling and exchanging immovable property, authorizing registrations, cancellations, deferments of mortgages and renouncing legal mortgages;
- q) Carrying out transactions with the Inland Revenue and with any other authority, both public and private;
- r) Taking out short-, medium- and long-term loans, also secured by mortgages;
- s) Establishing special bodies or trade companies, of which the Consortium may hold the entire share capital. It shall moreover have the power to acquire interests in bodies, companies or entities that could facilitate the achievement of the Consortium's objectives;
- t) Developing projects entailing also direct purchasing by the Consorzio del Formaggio Parmigiano-Reggiano, to be used: a) for its institutional activities; b) for promotional activities to increase Parmigiano Reggiano cheese penetration in the markets; c) for charity activities;

# Consorzio del Formaggio Parmigiano-Reggiano

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u) resolving on the penalties pursuant to Article 52 below, which shall however be approved by the General Meeting of the Consortium Members;

v) More in general, carrying out all transactions and authorizing the finalization of all deeds and agreements, also extraordinary management ones, which are deemed useful to achieve the Consortium's objectives.

## **Article 42**

### **DELEGATION OF POWERS**

The Board of Directors shall have the right to delegate part of its powers provided for in Article 41 above to the Executive Committee, to the Chair/President, to the Deputy Chairs, as well as to one or more Directors, setting the relevant limits and performance procedures, as well as the reporting and control times and procedures.

## **Article 43**

### **REIMBURSEMENT OF EXPENSES AND REMUNERATIONS**

The Directors shall be entitled to reimbursement of the expenses borne on behalf of the Consortium while performing their tasks. The Ordinary General Meeting may resolve the assignment of remunerations and attendance fees for the Chair/President, the Deputy Chairs, the Directors and the members of the Executive Committee.

## **HEADING X - EXECUTIVE COMMITTEE**

## **Article 44**

### **COMPOSITION**

It shall consist of a minimum of 9 to a maximum of 11 members, who may not be elected for more than three consecutive terms, without prejudice to the provisions of Article 47 below.

Members by right shall be:

- The Consortium President;
- The Consortium Deputy Chair/s;
- The Provincial Office Chairs.

The elected members shall be: the Directors selected by the Board of Directors from among its members.

In order to ensure representation of the various business categories in the Executive Committee, at least one of its Directors elected by the Board of Directors shall belong to the category of "Milk-producing farmers" and one to the category of "cheese maturers and/or packers", upon condition that the number of these Directors is not lower than half of the members of the Board of Directors that can be elected for each of the two categories.

# *Consorzio del Formaggio Parmigiano-Reggiano*

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Ineligibility to and/or incompatibility with the office as Member of the Board of Directors and removal from office if elected shall automatically entail ineligibility to and/or incompatibility with the office as member of the Executive Committee and removal from office, if appointed.

## **Article 45**

### **POWERS**

The Executive Committee shall exercise the powers that the Board of Directors has granted to it pursuant to Article 42 above with detailed initial proxy and subsequent specific provisions.

The Executive Committee shall carry out the preparation and preliminary examination of the matters subject to the competence of the Board of Directors and, if necessary, shall adopt emergency resolutions, to be submitted for approval to the Board of Directors.

## **Article 46**

### **CALLING**

The Executive Committee shall be called by the President by sending the relevant notice, also via fax or e-mail, to the Committee members and to the Auditors, setting forth the venue, date and time set for the meeting, as well as the agenda. The meeting shall be validly convened if the majority of the Committee members are present and shall resolve by simple majority of those present.

Even though not called in compliance with the set procedures, an Executive Committee meeting where all those so entitled are present (including the Auditors) and, before the meeting is opened, state they can discuss the items on the agenda, shall be validly convened.

The meetings shall be chaired by the Consortium President or, if absent, by the Substitute Deputy Chair or, if the latter is also absent, by the Senior Deputy Chair, and, if absent, by the member who is the oldest by age.

The Executive Committee Meetings may be held via teleconference or videoconference, upon condition that the Chair, also thorough his/her office staff, can ascertain the identity and right to participate of those present, regulate the meeting performance, ascertain and announce the voting results; upon condition that the minute-taker can suitably follow the meeting events that are recorded in the minutes, that those present can take part in the discussion, send and receive deeds and documents, and that they can vote simultaneously on the items on the agenda.

If these requirements are met, the Executive Committee Meeting shall be deemed held in the venue where the President is and where the Secretary of the Meeting shall be so as to allow the minutes to be drawn up and signed, as well as the relevant register.

## **HEADING XI - PRESIDENT/CHAIR – DEPUTY CHAIRS**

### **Article 47**

#### **PRESIDENT/CHAIR - DEPUTY CHAIRS**

# *Consorzio del Formaggio Parmigiano-Reggiano*

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The Chair of the Board of Directors shall be the President of the Consortium and he/she shall also chair the Executive Committee.

The Chair of the Board of Directors shall not be in office for more than three consecutive terms.

Departing from Article 44, the Board of Directors may elect as Chair also a Director who has already served three consecutive terms as Member of the Executive Committee; in this case, the Chair so elected may hold office for not more than three consecutive terms.

The President/Chair shall be vested with the legal representation of the Consortium towards third parties and in court, as well as with the power to sign on behalf of the Consortium.

In case he/she is absent and/or unavailable, the President/Chair shall be substituted by the Substitute Deputy Chair and, if the latter is also absent, by the senior Deputy Chair.

## **HEADING XII - BOARD OF AUDITORS**

### **Article 48**

#### **COMPOSITION – OPERATIONS AND TASKS**

The Board of Auditors shall consist of three Standing Auditors and three Alternate Auditors, who shall all be registered with the special Register of Auditors.

The Auditors shall be elected by the General Meeting of the Consortium Members.

Candidates to office as Auditors shall provide the General Meeting of the Consortium Members with appropriate information on any management and control roles held in other companies.

This information shall be provided by publishing it at the Consortium Provincial Offices at least fifteen days before the General Meeting.

The Auditors shall be in office for four financial years and may be re-elected.

In case an Auditor, after being appointed, accepts a management or control role that might affect the choice made by the General Meeting, he/she shall inform the Consortium and the other Auditors of this.

The Board of Auditors shall perform the control functions as provided for by the Law, it shall supervise on compliance with the Articles of Association and with the civil and tax legislation; it shall also be tasked with the statutory audit of the accounts, unless the General Meeting resolves otherwise.

Standing Auditors shall be required to attend the Board of Directors' meetings and may attend the Executive Committee meetings.

An Auditor, who, without justification, does not attend two meetings of the Board of Auditors in the same financial year, shall fall from office with resolution passed by the other Auditors and shall be replaced by an Alternate Auditor elected by the General Meeting.



# *Consorzio del Formaggio Parmigiano-Reggiano*

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tel. + 39 0522 307741 - fax + 39 0522 307748 e-mail: staff@parmigiano-reggiano.it*

The Arbitration Clause pursuant to Article 53 below shall apply to the Auditors and to the litigations brought by the same against the Consortium or by the Consortium against them and shall be binding for them with the acceptance of their office.

Holding equivalent or similar offices in other Consortia for the protection of products that belong to the same product type as Parmigiano Reggiano cheese and are similar to and/or competing with the same, as well as by holding office as member of the Board of Directors or Executive Committee of said consortia or however holding representation and/or executive offices of any type and nature in the same, as well as providing professional services to the same shall all be reasons for incompatibility with the office as Consortium Auditor and, therefore, the person concerned may not be elected and, if elected, shall fall from office.

The following conditions shall also be reasons of incompatibility with the office as Auditor and shall cause the person concerned to fall from office, if elected:

- a) the Auditor operates (both in Italy and abroad, both personally and through enterprises referable to the same) in the production and marketing of cheeses that belong to the same product type as Parmigiano Reggiano cheese and are comparable to and/or competing with it;
- b) holding office as member of the Board of Directors or as Manager or Auditor in partnerships and companies, subject either to the Italian or foreign law, having, as corporate purpose, directly or through subsidiaries, associates or affiliates, the production and marketing of products that belong to the same product type of Parmigiano Reggiano cheese and are comparable to and/or competing with the same, the turnover related to which represents at least 1/3 (one third) of the aggregate turnover for cheese of the subsidiary, associate and affiliate companies.

The General Meeting may delegate the Consortium President/Chair to ask the appointed Auditor all and any relevant information relating to ineligibility and/or incompatibility causes set forth in this Article, authorizing the same to require the Auditor to show all deeds and/or documents deemed necessary and/or useful to prove the truth; the President/Chair shall have the obligation to report to the General Meeting by a deadline fixed by the same Meeting.

The meetings of the Board of Auditors may be held also via teleconference or videoconference, upon condition that the President/Chair can ascertain the identity and right to participate of those present, as well as regulate the meeting operations; upon condition that the minute-taker can suitably follow the events being recorded in the minutes and those present can take part in the discussion, as well as send and receive deeds and documents.

If these requirements are met, the Board of Auditors' Meeting shall be deemed held in the venue where the President/Chair is, so as to allow the minutes to be drawn up and signed, as well as the relevant register.

## **HEADING XIII DISSOLUTION**

### **Article 49**

#### **CAUSES FOR DISSOLUTION**

# *Consorzio del Formaggio Parmigiano-Reggiano*

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The Consortium shall dissolve due to the causes set forth in Article 2611 of the Italian Civil Code.

## **Article 50**

### **APPOINTMENT OF THE LIQUIDATION BODY**

In case of dissolution of the Consortium, the General Meeting of Consortium Members shall appoint one or more liquidators, establishing the relevant powers.

The liquidation expenses shall be charged to the Consortium Fund; in case they are not entirely covered by the Fund, they shall be charged pro-quota to the Consortium Members.

## **Article 51**

### **ALLOCATION OF REMAINING ASSETS**

The Consortium remaining assets resulting from the liquidation financial statements, after repayment to the Consortium Members of their fees paid to the set up the Consortium Fund, shall be used for the benefit of the community pursuant to Article 26 of Legislative Decree of the Provisional Head of State No. 1577 of 14 December 1947 as amended and shall never, for any reason, be distributed to the Consortium Members.

## **HEADING XIV PENALTIES**

## **Article 52**

### **PENALTIES**

The Board of Directors, subject to approval by the General Meeting of Consortium Members, shall prepare a list of breaches of the obligations as Consortium Members, fixing the amount of the penalty for each of them the amount of the penalty to be inflicted to the Consortium Members having committed said breaches, without prejudice for the provisions of Article 16 and for the application of any penalties pursuant to the law and further damage.

Any change to this list and these penalties shall be made before the beginning of the financial year; should that not be the case, the changes shall apply only starting from the financial year following the one in which they were approved.

Consortium Members shall be informed of the penalties and of any change to the same by posting the relevant notice up for thirty consecutive days at each Provincial Office.

## **HEADING XV - BOARD OF ARBITRATORS AND ARBITRATION CLAUSE**

## **Article 53**

Any litigation arising on the interpretation and implementation of these Articles of Association and of the Consortium Regulations, as well as those on resolutions and/or deeds of the General Meeting and of the Management Bodies, the litigations on transferable rights relating to the relations between the Consortium and its Members, or between Consortium Members shall be referred exclusively to a

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tel. + 39 0522 307741 - fax + 39 0522 307748 e-mail: staff@parmigiano-reggiano.it*

Board of Arbitrators consisting of three Arbitrators, with the exception of those relating to the payment of Consortium fees and contributions, of contributions pursuant to Article 16 of the Articles of Association and of penalties pursuant to the law, which shall be referred to a Court of Law.

The Board of Arbitrators shall be appointed upon request of one of the Parties by the Presiding Judge of the Law Court of Reggio Emilia, Italy, who shall also appoint one of the arbitrators as Board Chair.

The Party indenting to start the arbitration procedure shall inform the other Party of this intention by serving copy of the relevant introductory petition at least three days before filing it with the Registrar' Office of the Presiding Judge of the Law Court of Reggio Emilia; to be valid said petition shall state, under penalty of invalidity, all fact of rights and facts of law supporting the petition, as well as the requests to be put forward to the Board of Arbitrators.

The Board of Arbitrators shall abide by the rules of law and the arbitration award shall be given within 180 (one hundred and eighty) days from the acceptance of their appointment, unless such term is extended by the Parties.

The Board of Arbitrators shall give its award without procedural formalities, without prejudice for compliance with the cross-examination principle and with the mandatory rules pursuant to 35 of Legislative Decree No. 5 of 17 January 2003.

The award shall not be impugned, without prejudice for the application of Article 36 of Legislative Decree No. 5 of January 17, 2003. This arbitration clause shall apply also to litigations started by directors, liquidators and auditors or against the same and shall be binding towards the same with the acceptance of their offices.

## **HEADING XVI FINAL PROVISIONS**

### **Article 54**

#### **FINAL PROVISIONS**

Regulations pursuant to articles 21-29-37-44 and those relating to representation in the Consortium Bodies shall comply with the rules of law in force on Consortia for PDO protection, currently established by Ministerial Decree No. 61414 of 12 April 2000 issued by the Ministry for Agricultural, Food and Forestry Policies and subsequent amendments and additions.