



Intellectual Property Center, 28 Upper McKinley Rd.  
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Publication Date : **05 December 2023**

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<b>1</b>	<b>ALLOWED GEOGRAPHICAL INDICATION PUBLISHED FOR-THIRD-PARTY OBSERVATION.....</b>	<b>2</b>
1.1	Allowed Geographical Indication.....	2
<b>2</b>	<b>CODE OF PRACTICE.....</b>	<b>5</b>
<b>3</b>	<b>CERTIFICATION FROM THE CONCERNED GOVERNMENT AGENCY OR EQUIVALENT INDEPENDENT BODY.....</b>	<b>75</b>



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## 1 ALLOWED GEOGRAPHICAL INDICATION PUBLISHED FOR THIRD-PARTY OBSERVATION

### 1.1 *Allowed Geographical Indication*

No.	Application Number	Filing Date	Geographical Indication	Applicant	Goods
1	G/4/2023/00003	11 October 2023	PARMIGIANO REGGIANO	CONSORZIO DEL FORMAGGIO PARMIGIANO REGGIANO	Foodstuffs



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<b>Application No:</b>	G/4/2023/00003
<b>Geographical Indication:</b>	<b>PARMIGIANO REGGIANO</b>
<b>Filing date:</b>	11 October 2023
<b>Applicant(s):</b>	CONSORZIO DEL FORMAGGIO PARMIGIANO REGGIANO
<b>Address:</b>	Via J. F. Kennedy, 18 Reggio Emilia 42100 Italy
<b>Goods:</b>	Foodstuffs
<b>Geographical Area:</b>	The defined geographical area comprises the part of the province of Bologna to the left of the River Reno, the part of the province of Mantua to the right of the River Po, and the provinces of Modena, Parma and Reggio Emilia.”
<b>Disclaimer/s:</b>	None
<b>Quality, Characteristics, or Reputation</b>	<p><b>DESCRIPTION OF THE GOODS TO WHICH THE GEOGRAPHICAL INDICATION APPLIES</b></p> <p>‘Parmigiano Reggiano’ is a hard cheese made from raw cow’s milk, which is partially skimmed by allowing the cream to rise to the surface. The cheese is scalded and slowly matured. The milk must not undergo any heat treatment and has to come from cows fed primarily on fodder obtained in the area of origin. The cheese must be matured for at least 12 months. ‘Parmigiano Reggiano’ can be sold whole, in portions or grated.</p> <p><b>QUALITY REPUTATION OR OTHER CHARACTERISTICS ESSENTIALLY ATTRIBUTABLE TO THE GEOGRAHICAL ORIGIN</b></p> <p>Among the most important natural factors are the characteristics of the soil found within the defined geographical area coupled with climate conditions that directly influence both the composition of the natural flora and the fermentation of the cheese itself. With regard to human factors, as well as the historical importance of the cheese to the loca economy, it should be noted that the complex operations performed on ‘Parmigiano Reggiano’ cheese have been developed over centuries of traditional cheesemaking practices within the production area, handed down from generation to generation with respect for authentic and unvarying local practices.</p> <p>The specific physical, chemical and microbiological properties of the milk that guarantee the specific characteristics and quality of ‘Parmigiano Reggiano’ cheese are basically the result of the diet fed to the dairy cows, based on fodder from the area of origin and with a strict ban on the use of silage of any kind. The minimum twelve-month maturing period, which - given the specific climate conditions present - must take place within the defined geographical area, is a necessary stage to bring about the specific enzyme processes through which the product obtained by processing milk can take on the characteristics that are unique to ‘Parmigiano Reggiano’..</p> <p>‘Parmigiano Reggiano’ has the following characteristics: 1. The cheeses are cylindrical with a slightly convex or virtually straight heel and flat faces with a slightly raised edge. 2. The flat faces have a diameter of 35 cm to 45 cm and the heel height is 20 cm to 26 cm. 3. The</p>



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<p>minimum weight of each cheese is 30 kg. 4. The outer rind is a natural straw colour. 5. The rind is approximately 6 mm thick. 6. The body of the cheese is between light straw-coloured and straw-coloured. 7. The cheese's characteristic aroma and taste are fragrant, delicate and flavoursome without being pungent. 8. The body of the cheese is fine-grained and flaky in texture. 9. The minimum fat content in dry matter is 32 %. 10 The cheese contains no additives. 11. It has a cyclopropane fatty acid ratio of less than 22 mg per 100 g of fat (already accounting for uncertainty of measurement, gas chromatography-mass spectrometry (CG-MS) method).</p>
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## CODE OF PRACTICE

# *Consorzio del Formaggio Parmigiano-Reggiano*

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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);

# Consorzio del Formaggio Parmigiano-Reggiano

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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**

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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 last 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).

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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.

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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.

# *Consorzio del Formaggio Parmigiano-Reggiano*

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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;

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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.

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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.

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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**



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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;

# *Consorzio del Formaggio Parmigiano-Reggiano*

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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;

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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.

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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**

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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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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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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.



# **DISCIPLINARE DI PRODUZIONE**

## **DEL FORMAGGIO PARMIGIANO REGGIANO**

\* \* \*

### **STANDARD DI PRODUZIONE DEL FORMAGGIO**

La DOP Parmigiano Reggiano è un formaggio a pasta dura, cotta e a lenta maturazione, prodotto con latte crudo, parzialmente scremato, proveniente da vacche la cui alimentazione è costituita prevalentemente da foraggi della zona d'origine. Il latte non può essere sottoposto a trattamenti termici e non è ammesso l'uso di additivi.

Tutto il latte introdotto in caseificio deve essere conforme ai Regolamenti di Produzione del Parmigiano Reggiano.

Per l'intero allevamento il tempo di mungitura del latte destinato alla DOP, di ciascuna delle due munte giornaliere consentite, comprensivo del relativo trasporto in caseificio, deve essere contenuto entro le sette ore.

Il latte della mungitura della sera e quello della mungitura del mattino sono consegnati integri al caseificio entro due ore dalla fine di ciascuna mungitura. Il latte non può essere sottoposto a processi di centrifugazione.

Il latte può essere raffreddato immediatamente dopo la mungitura e conservato ad una temperatura non inferiore a 18°C.

Il latte della sera viene parzialmente scremato per affioramento naturale del grasso in vasche di acciaio a cielo aperto. Il latte del mattino, dopo la consegna in caseificio, viene miscelato con il latte parzialmente scremato della sera precedente; può anche essere sottoposto ad una parziale scrematura per affioramento naturale del grasso.

Il rapporto grasso/caseina del latte in caldaia, calcolato come valore medio ponderato dei lotti caldaia nel giorno di lavorazione, non può essere superiore a 1,1 + 12%.

E' possibile conservare un'aliquota di latte del mattino, fino ad un massimo del 15%, per la caseificazione del giorno successivo. In tale caso il latte, che deve essere conservato in caseificio in appositi recipienti di acciaio ad una temperatura non inferiore a 10°C, dovrà essere steso, unitamente al latte della sera, nelle vasche per l'affioramento naturale del grasso.

Al latte è addizionato il siero-innesto, una coltura naturale di fermenti lattici ottenuta dall'acidificazione spontanea del siero residuo della lavorazione del giorno precedente.

La coagulazione del latte, ottenuta con l'uso esclusivo di caglio di vitello, è effettuata nelle caldaie tronco-coniche di rame per ottenere fino a due forme per ciascuna caldaia.

Le caldaie devono essere utilizzate una sola volta al giorno. E' possibile riutilizzare il 15% delle caldaie per una seconda caseificazione.

Alla coagulazione seguono la rottura della cagliata e la cottura. Si lasciano quindi sedimentare i granuli sul fondo della caldaia in modo da ottenere una massa compatta. Tali operazioni devono avvenire entro la mattinata.

Dopo la sedimentazione, la massa caseosa è trasferita negli appositi stampi per la formatura.

Dopo alcuni giorni, si procede alla salatura per immersione in una soluzione salina. La maturazione deve protrarsi per almeno 12 mesi, a partire dalla formatura del formaggio. In estate la temperatura del magazzino di stagionatura non può essere inferiore a 16°C.

Il Parmigiano Reggiano presenta le seguenti caratteristiche:

- forma cilindrica a scalzo leggermente convesso o quasi diritto, con facce piane leggermente orlate;
- dimensioni: diametro delle facce piane da 35 a 45 cm, altezza dello scalzo da 20 a 26 cm;
- peso minimo di una forma: kg 30;
- aspetto esterno: crosta di colore paglierino naturale;
- colore della pasta: da leggermente paglierino a paglierino;
- aroma e sapore della pasta caratteristici: fragrante, delicato, saporito ma non piccante;
- struttura della pasta: minutamente granulosa, frattura a scaglia;
- spessore della crosta: circa 6 mm;
- grasso sulla sostanza secca: minimo 32%;
- additivi: assenti;
- amminoacidi liberi totali: maggiori del 15% delle proteine totali (metodo HPLC e cromatografia a scambio ionico);
- composizione isotopica e minerale: tipica del Parmigiano Reggiano; risulta depositata presso il Consorzio del Formaggio Parmigiano-Reggiano, presso l'Organismo di Controllo e il Ministero delle politiche agricole alimentari e forestali e determinata con metodiche di spettrometria di massa su rapporti isotopici (IRMS);
- acidi grassi ciclopropanici: inferiori a 22 mg/100 g di grasso (dato già comprensivo dell'incertezza di misura, Metodo gascromatografico con rivelatore a spettrometria di massa (GC-MS)).

Per quanto non specificato si fa riferimento alla prassi consacrata dagli usi locali, leali e costanti.

La zona di produzione comprende i territori delle province di Bologna alla sinistra del fiume Reno, Mantova alla destra del fiume Po, Modena, Parma e Reggio nell'Emilia.

Il confezionamento del formaggio Parmigiano Reggiano grattugiato e in porzioni con e senza crosta deve essere effettuato all'interno della zona di origine al fine di garantire la qualità, la tracciabilità e il controllo.

A tal fine, per il formaggio Parmigiano Reggiano da sottoporre alle operazioni di cui sopra, deve essere sempre garantita la tracciabilità delle forme da cui proviene (matricola, mese/anno produzione e peso).

Come già previsto dal D.P.C.M. 4.11.1991 la denominazione di origine del formaggio "Parmigiano Reggiano" è estesa alla tipologia grattugiato, ottenuta esclusivamente da formaggio intero avente diritto alla denominazione di origine di cui trattasi, a condizione che le operazioni di grattugia siano effettuate nell'ambito della zona di produzione del formaggio medesimo e che il confezionamento avvenga immediatamente senza nessun trattamento e senza aggiunta di sostanze atte a modificare la conservabilità e le caratteristiche organolettiche originarie.

La tipologia della denominazione in parola è riservata al formaggio grattugiato avente anche i parametri tecnici e tecnologici sotto specificati:

- umidità: non inferiore al 25% e non superiore al 35%;
- aspetto: non pulverulento ed omogeneo, particelle con diametro inferiore a 0,5 mm non superiori al 25%;
- quantità di crosta: non superiore al 18%.

E' consentito il confezionamento di porzioni di Parmigiano-Reggiano, destinato alla vendita assistita ed immediata, nell'esercizio dove è stato preparato.

Al fine di garantire l'autenticità e consentire la corretta identificazione del formaggio Parmigiano Reggiano immesso sul mercato preconfezionato, grattugiato e in porzioni, ogni confezione dovrà recare un contrassegno costituito, nella parte superiore, dalla figura di una fetta e di una forma di formaggio Parmigiano Reggiano e da un coltellino nonché, nella parte inferiore, dalla scritta PARMIGIANO REGGIANO, come da rappresentazione grafica che segue, che dovrà essere riprodotto in quadricromia secondo le modalità tecniche definite dal Consorzio mediante apposita convenzione.



Al fine di consentire al consumatore la corretta identificazione della stagionatura del formaggio Parmigiano Reggiano preconfezionato immesso sul mercato in porzioni superiori ai 15 grammi, nell'etichettatura deve figurare l'indicazione dell'età minima del formaggio.

L'indicazione nell'etichettatura della matricola o della denominazione del caseificio è obbligatoria soltanto nel caso di grattugiato/porzioni ottenuti da forme marchiate "Premium" ai sensi dell'articolo 15 del Regolamento di marchiatura.

Gli operatori (allevatori produttori di latte, caseifici, stagionatori, grattugiatori e porzionatori) sono inseriti nel sistema di controllo ed iscritti in appositi elenchi gestiti dall'Organismo di controllo ed assicurano, mediante registrazioni documentali in autocontrollo, soggette alla verifica dell'Organismo di controllo, la prova dell'origine per quanto riguarda i mangimi, le materie prime e i prodotti che provengono dalla zona di origine, nonché il fornitore e il destinatario, documentando per ogni fase le partite in entrata, le partite in uscita e la correlazione tra le stesse.

# REGOLAMENTO DI MARCHIATURA

## CAPITOLO I

### Disposizioni generali e definizioni

#### Art. 1 - I marchi

1. I segni distintivi del formaggio Parmigiano Reggiano sono rappresentati dai marchi d'origine e dai marchi di selezione.
2. La marchiatura d'origine è eseguita a cura dei singoli caseifici mediante:
  - a) l'apposizione di una placca di caseina recante i codici identificativi della forma;
  - b) l'impiego di apposite matrici (fasce marchianti) imprimenti sulla superficie dello scalzo di ogni forma la dicitura a puntini "Parmigiano-Reggiano" (cfr. Immagine n. 1), nonché la matricola del caseificio produttore, l'annata e il mese di produzione.
3. La marchiatura di selezione è effettuata dal Consorzio del Formaggio Parmigiano-Reggiano, come riportato nei successivi Art. 4, 5, 6, 7 e 8, dopo l'effettuazione delle operazioni di controllo da parte dell'Organismo di controllo autorizzato.

#### Art. 2 - Compiti del Consorzio del Formaggio Parmigiano-Reggiano

1. Il Consorzio, ai sensi della legge n. 526/1999, stabilisce le modalità per l'impiego dei marchi, nel rispetto del disciplinare di produzione e vigila sul loro corretto utilizzo presso i caseifici. In caso di uso non corretto dei marchi di origine o di altra inosservanza al disciplinare depositato ai sensi del Regolamento (UE) N. 1151/12 e successive modifiche, verificato dagli Organi a ciò preposti, il Consorzio dispone il ritiro delle matrici marchianti e delle placche e/o l'applicazione di una misura sanzionatoria secondo le norme vigenti.
2. Il Consorzio assegna ad ogni caseificio produttore di Parmigiano Reggiano un numero di matricola, che viene anche comunicato all'Organismo di controllo ed inserito nel sistema di controllo.
3. L'uso sulle forme di altri contrassegni non previsti dal presente Regolamento deve essere espressamente autorizzato dal Consorzio, che ne fissa le caratteristiche e le modalità applicative, in quanto gli stessi non possono sovrapporsi ai marchi DOP e devono assicurare la prevalenza di questi ultimi.

#### Art. 3 - Obblighi dei caseifici

1. I caseifici che intendono produrre Parmigiano Reggiano, almeno quattro mesi prima dell'inizio dell'attività, debbono inoltrare domanda al Consorzio, comunicando che sono inseriti nel sistema di controllo, per l'assegnazione del numero di matricola e per la richiesta delle matrici marchianti e delle placche di caseina, al fine di effettuare la marchiatura di origine.
2. I caseifici sono responsabili del corretto uso e della conservazione delle fasce marchianti e delle placche di caseina, che sono loro fornite in dotazione fiduciaria.

3. I caseifici debbono tenere quotidianamente aggiornato il Registro di Produzione, vidimato dal Consorzio, che sarà a disposizione dell'Organismo di controllo per l'espletamento della sua attività, e delle competenti Autorità.

4. I caseifici hanno l'obbligo di mantenere il rendiconto di tutta la produzione. In caso di non corretta tenuta della rendicontazione, saranno applicate le sanzioni previste dalla normativa vigente.

5. I caseifici hanno l'obbligo di mettere o di far mettere a disposizione del Consorzio il formaggio per le operazioni di classificazione, apposizione dei bolli e annullamento dei marchi previste dagli articoli 4, 5, 6, 7, 8 e 9. In caso di inadempienza il Consorzio dispone, secondo le modalità previste dal piano di controllo, il ritiro delle matrici marchianti e delle placche e/o l'applicazione di una misura sanzionatoria.

6. I caseifici sono tenuti a fornire al Consorzio ed ai suoi incaricati tutti gli elementi utili per l'applicazione del presente Regolamento.

#### Art. 4 - Definizione dei lotti produttivi e operazione di espertizzazione

1. La produzione del caseificio è divisa in lotti e più precisamente:

a) 1° lotto: il formaggio prodotto nei mesi da gennaio ad aprile;

b) 2° lotto: il formaggio prodotto nei mesi da maggio ad agosto;

c) 3° lotto: il formaggio prodotto nei mesi da settembre a dicembre.

2. Prima della marchiatura di selezione, tutte le forme di Parmigiano Reggiano sono esaminate da una Commissione nominata dal Consorzio, composta da esperti iscritti in un elenco tenuto dallo stesso e comunicato all'Organismo di controllo.

3. Le operazioni di espertizzazione e di apposizione dei marchi devono avvenire all'interno della zona di origine.

## **CAPITOLO II**

### Procedure

#### Art. 5 – Espertizzazione

Le operazioni di espertizzazione sono espletate per i tre lotti di produzione in tre periodi, secondo il seguente calendario:

a) il formaggio del primo lotto è espertizzato a partire dal 1° dicembre dello stesso anno;

b) il formaggio del secondo lotto è espertizzato a partire dal 1° aprile dell'anno successivo;

c) il formaggio del terzo lotto è espertizzato a partire dal 1° settembre dell'anno successivo.

#### Art. 6 - Classificazione del formaggio

1. L'espertizzazione del formaggio avviene attraverso la valutazione dell'aspetto esterno, della struttura e delle caratteristiche olfattive della pasta, avvalendosi dell'esame con il martello e con l'ago in riferimento agli usi ed alle consuetudini, secondo la classificazione riportata in allegato.

2. Al fine di approfondire l'oggettività dell'espertizzazione, le commissioni devono procedere al taglio di almeno una forma per lotto e, comunque, non meno di una ogni mille o frazione di mille, per valutarne le caratteristiche strutturali ed organolettiche. Ai caseifici è fatto obbligo di mettere a disposizione le forme indicate dagli esperti da sottoporre al taglio e di consentire l'eventuale prelievo di una porzione delle stesse.

#### Art. 7 - Apposizione dei bolli ad inchiostro

Contestualmente alle operazioni di espertizzazione, di cui all'Art. 6, alle forme sono applicati bolli provvisori ad inchiostro indelebile per caratterizzare le seguenti categorie definite nell'allegato:

- a) prima categoria, costituita dalle forme classificate come formaggio Parmigiano Reggiano "scelto sperlato", "zero" ed "uno";
- b) seconda categoria, costituita dalle forme classificate come formaggio Parmigiano Reggiano "mezzano" o "prima stagionatura";
- c) terza categoria, costituita dalle forme classificate come formaggio "scarto" e "scartone".

#### Art. 8 - Apposizione dei contrassegni

- 1. Sulle forme di prima e di seconda categoria, si appone un bollo ovale imprimente la dicitura "Parmigiano Reggiano Consorzio Tutela" e l'anno di produzione (cfr. Immagine n. 2);
- 2. il formaggio di seconda categoria è sottoposto all'identificazione mediante un contrassegno indelebile da applicarsi sullo scalzo della forma;
- 3. le suddette operazioni potranno essere effettuate dopo sette giorni dall'avvenuta espertizzazione, su indicazione dell'Organismo di controllo.

#### Art. 9 - Annullamento marchi

Sulle forme di terza categoria, unitamente a quelle con gravi difetti strutturali che non ne hanno consentito la stagionatura ed a quelle che hanno subito correzioni tali da compromettere l'estetica della forma e/o la qualità della pasta e/o i contrassegni identificativi del mese, dell'anno di produzione e della matricola del caseificio, saranno asportati i marchi a cura degli addetti del Consorzio, o le stesse dovranno essere consegnate ad una o più strutture di trasformazione convenzionate con il Consorzio. Per tali forme, il caseificio dovrà conservare la documentazione prodotta dalle suddette strutture da cui risulti l'avvenuto annullamento dei marchi. L'annullamento dei marchi è effettuato anche per le forme sulle quali non sono stati correttamente applicati i marchi stessi.

#### Art. 10 - Redazione dei verbali

Per le operazioni di espertizzazione, di identificazione e bollatura delle forme di prima e di seconda categoria e di annullamento dei marchi, per ognuno dei lotti o per le frazioni di lotto della partita, è redatto un verbale che deve essere sottoscritto dal personale preposto a svolgere tali operazioni e dal legale rappresentante del caseificio o da persona da esso espressamente incaricata.

#### Art. 11 – Ricorsi

1. I caseifici possono ricorrere avverso l'esito della espertizzazione inviando apposita notifica al Consorzio entro quattro giorni dal termine di ogni singola sessione di espertizzazione, a mezzo lettera raccomandata.

2. I ricorsi sono esaminati da una Commissione di Appello che disporrà l'eventuale riesame del formaggio entro 15 giorni dal ricevimento della notifica. Tale commissione è nominata dal Consorzio ed è composta da almeno tre membri non facenti parte delle Commissioni di Espertizzazione di cui all'Art. 4.

### **CAPITOLO III**

#### Altre disposizioni

##### Art. 12 - Richiesta di correzione dei marchi di origine

Per le forme che nel corso della maturazione presentassero difetti di crosta tali da richiedere un intervento di correzione nella zona della placca, il caseificio dovrà richiedere al Consorzio l'applicazione di un bollo indelebile sostitutivo della placca stessa. Il caseificio dovrà conservare e consegnare al Consorzio le placche asportate.

##### Art. 13 - Richiesta di annullamento marchi di origine

Per le forme che nel corso della maturazione, presentassero gravi difetti tali da non consentirne la prosecuzione della stagionatura, i caseifici avranno la facoltà di richiedere, prima dell'espertizzazione, l'annullamento dei marchi di origine a cura del Consorzio o la consegna come indicato all'Art. 9.

##### Art. 14 - Cessione di forme prima del dodicesimo mese

1. Il formaggio può essere immesso al consumo con la denominazione di origine protetta Parmigiano Reggiano solo quando la forma riporta il bollo ovale di selezione e ha compiuto i 12 mesi di stagionatura minima.

2. Nel caso di cessione di forme prima del compimento del 12° mese di stagionatura, ma comunque in zona di produzione, anche se riportanti il bollo ovale, le bolle di consegna e le fatture dovranno riportare la seguente dizione, già sottoscritta dal legale rappresentante del caseificio, sui verbali di espertizzazione e di marchiatura: "Il formaggio non può essere immesso al consumo con la denominazione tutelata Parmigiano-Reggiano prima del compimento del 12° mese".

##### Art. 15 - Marchi "Export" e "Premium"

1. A partire dal compimento del 18° mese di maturazione, i detentori di Parmigiano Reggiano possono richiedere al Consorzio l'apposizione del marchio "Export". Il formaggio, per potersi



fregiare del suddetto marchio, deve presentare le caratteristiche merceologiche previste per il Parmigiano Reggiano “scelto sperlato” di cui all’allegato richiamato nell’art. 7.

2. A partire dal compimento del 24° mese di maturazione, i detentori di Parmigiano Reggiano possono richiedere al Consorzio l’apposizione del marchio “Premium”. Il formaggio, per potersi fregiare del suddetto marchio, deve presentare le caratteristiche merceologiche previste per il Parmigiano Reggiano “scelto sperlato” di cui all’allegato richiamato nell’art. 7. Inoltre, per ogni lotto di stagionatura, deve essere attribuito un giudizio di analisi sensoriale al formaggio e l’idoneità sarà attribuita solo al formaggio che avrà un giudizio superiore rispetto al dato medio del Parmigiano Reggiano secondo le modalità operative definite dal Consorzio.

3. Le forme certificate di cui ai paragrafi precedenti possono acquisire l’idoneità a fregiarsi dei marchi sopra indicati anche se la stagionatura è proseguita in locali situati al di fuori della zona di produzione.

4. Le spese relative alle operazioni di marchiatura sono a carico dei richiedenti.

#### Art. - 16 Costi

1. Per la consegna delle matrici marchianti e delle placche di caseina, a garanzia dell’adempimento degli obblighi relativi, è facoltà del Consorzio di richiedere ai caseifici un deposito cauzionale nella misura che sarà dallo stesso annualmente fissata.

2. Per il servizio di annullamento dei marchi per le forme di terza categoria di cui agli articoli 9 e 13 e per l’apposizione del bollo sostitutivo delle placche di cui all’art. 12, ai caseifici sarà richiesto un rimborso spese per forma, nella misura che sarà stabilita dal Consorzio.

3. Per la sostituzione delle matrici marchianti usurate anzitempo, o comunque deteriorate, verrà richiesto ai caseifici un rimborso spese.

#### Allegato

### CLASSIFICAZIONE MERCEOLOGICA DEL FORMAGGIO

La classificazione si riferisce al formaggio al momento dell’espertizzazione.

#### **1. Parmigiano Reggiano “scelto sperlato”**

Tale qualifica viene attribuita a quelle forme immuni da qualsiasi difetto sia esterno che interno (pezzatura, crosta, martello, ago, struttura della pasta, aroma, sapore) in qualsiasi modo rilevabile, sia alla vista sia al collaudo dell’ago e del martello.

#### **2. Parmigiano Reggiano “zero (0) e uno (1)”**

Tale qualifica comprende:

a) **zero**: le forme che, pur rispondendo alle caratteristiche di scelto, presentano sulla crosta fessure superficiali, piccole erosioni, spigoli leggermente rovinati e qualche piccola correzione senza che la forma risulti deformata.

b) **uno**: le forme aventi leggere anomalie di struttura ed in particolare:

- uno o due vescicotti (cavità di forma circolare od oblunga creatasi nella pasta) di diametro non superiore ai 3-4 cm e sempre che, sondato il vescicotto con l'ago, questo non riveli difetti olfattivi;
- vespaio localizzato (zona di pasta spugnosa) di pochi centimetri senza difetti olfattivi;
- alcune "bocche di pesce" e cioè occhi di forma oblunga, non superiori ai 3-4 cm;
- leggere sfoglie, costituite da alcune fessurazioni della pasta, di lunghezza non superiore ai 3-4 cm;
- occhi radi e non eccessivamente ripetuti;
- le forme cosiddette "lente", e cioè quelle che alla percussione con il martello rivelano un suono sordo.

### **3. Parmigiano Reggiano "mezzano"**

In questa classe sono comprese le forme con:

- vescicotti di diametro superiore ai 3-4 cm immuni da difetti olfattivi;
- vespai immuni da difetti olfattivi;
- occhiatura diffusa nella forma (occhi lucidi, rotondi, di diametro medio-piccolo);
- alcune fessurazioni e spacchi disposti orizzontalmente;
- fessurazioni e spacchi orizzontali localizzati in prossimità di un piatto e/o interessanti parte dello scalzo;
- correzioni in scalzo o in piatto in assenza di difetti olfattivi eseguite a regola d'arte, di entità tale da non compromettere significativamente l'aspetto esteriore della forma.

### **4. Formaggio "scarto"**

In questa classe sono comprese le forme con:

- bombatura molto accentuata dei piatti della forma;
- pasta spugnosa con grande e diffusa occhiatura;
- fessurazioni orizzontali multiple e diffuse con conformazione a "libro";
- grosse fenditure e spacchi diffusi su gran parte della forma;
- grossa cavità localizzata al centro o in zona sub-centrale a forma sferica od oblunga con o senza pasta spugnosa;
- correzioni in scalzo e/o in piatto profonde ed estese;
- forme con evidenti difetti olfattivi.

## 5. Formaggio “scartone”

A questa classe appartengono tutte le forme nelle quali si nota la presenza di numerosi e gravi difetti e cioè tutte quelle che non possono, per la loro qualità, essere comprese nelle categorie sopra specificate.

### SCHEDA RIPRODUZIONI GRAFICHE

Immagine n. 1

A black and white reproduction of the text 'PARMIGIANO REGGIANO' in a bold, sans-serif font. The text is arranged in two lines, with 'PARMIGIANO' on the top line and 'REGGIANO' on the bottom line.

Immagine n. 2



## **REGOLAMENTO DI ALIMENTAZIONE DELLE BOVINE**

### **Art. 1 - Campo di applicazione**

Il presente regolamento stabilisce le modalità per l'alimentazione degli animali destinati a produrre latte per la trasformazione in Parmigiano Reggiano e, se non diversamente specificato, si applica alle vacche in lattazione, alle vacche in asciutta ed alle manze dal sesto mese di gravidanza compreso. Negli articoli seguenti gli animali appartenenti alle predette categorie verranno denominati "bovine da latte".

### **Art. 2 - Principi generali per il razionamento**

Il razionamento delle bovine da latte si basa sull'impiego di foraggi del territorio di produzione del formaggio Parmigiano Reggiano. Nella razione giornaliera, almeno il 50% della sostanza secca dei foraggi deve essere apportata da fieni.

La razione di base, costituita dai foraggi, deve essere convenientemente integrata con mangimi in grado di bilanciare l'apporto dei vari nutrienti della dieta. La sostanza secca dei mangimi nel loro complesso non deve superare quella globalmente apportata dai foraggi (rapporto foraggi/mangimi non inferiore a 1).

Non debbono essere somministrati alle bovine da latte alimenti che possono trasmettere aromi e sapori anomali al latte e alterarne le caratteristiche tecnologiche, alimenti che rappresentano fonti di contaminazione e alimenti in cattivo stato di conservazione.

### **Art. 3 - Origine dei foraggi**

Nell'alimentazione delle bovine da latte:

- almeno il 50% della sostanza secca dei foraggi utilizzati deve essere prodotta sui terreni aziendali, purché ubicati all'interno del territorio di produzione del formaggio Parmigiano Reggiano;
- almeno il 75% della sostanza secca dei foraggi deve essere prodotta all'interno del territorio di produzione del formaggio Parmigiano Reggiano.

### **Art. 4 - Foraggi ammessi**

Possono essere somministrati alle bovine da latte:

- i foraggi freschi ottenuti da prati naturali, da prati stabili polifiti e da prati di erba medica e di erba di trifoglio;
- gli erbai di loietto, di segale, di avena, di orzo, di frumento, di granturchino, di sorgo da ricaccio, di panico, di erba mazzolina (*Dactylis*), di festuca, di fleolo (*Phleum*), di sulla, di lupinella, somministrati singolarmente o associati tra loro;
- gli erbai di pisello, veccia e favino, purché associati con almeno una delle essenze foraggere di cui al punto precedente;

- i fieni ottenuti a mezzo dell'essiccamento in campo o mediante ventilazione forzata (aeroessiccazione con temperature inferiori a 100°C) delle essenze foraggere predette;
- il foraggio trinciato ottenuto dalla pianta intera del mais a maturazione latteo-cerosa o cerosa, somministrato immediatamente dopo la raccolta;
- le paglie di cereali, con esclusione di quella di riso.

Possono, altresì, essere utilizzati per l'alimentazione delle bovine da latte i foraggi delle essenze sopraindicate, ad esclusione del trinciato di mais, trattati termicamente con temperatura pari o superiore a 100°C, nella dose massima di 2 kg/capo/giorno. Tale apporto non può essere cumulato con la quota di foraggi disidratati eventualmente fornita con i mangimi.

#### Art. 5 - Foraggi e sottoprodotti vietati

Per evitare che gli insilati, anche attraverso il terreno ed i foraggi, possano contaminare l'ambiente di stalla, negli allevamenti delle vitelle, delle manze fino al sesto mese di gravidanza e delle bovine da latte, sono vietati l'uso e la detenzione di insilati di ogni tipo.

Le aziende con allevamenti di bovine da latte devono assicurare la gestione in ambienti distinti e separati delle eventuali attività agricole di "altre filiere" (bovini da carne, digestori, ecc.); in queste ultime è consentita la detenzione e l'uso dell'insilato di cereali e di sottoprodotti.

E', comunque, vietata anche la semplice detenzione in azienda di insilati di erba conservati in balloni fasciati, trincee, platee o con altre tecniche.

Nell'alimentazione delle bovine da latte è vietato:

a) l'impiego di:

- foraggi riscaldati per fermentazione;
- foraggi trattati con additivi;
- foraggi palesemente alterati per muffe e/o altri parassiti, imbrattati oppure contaminati da sostanze tossiche o comunque nocive;

b) l'impiego di:

- colza, ravizzone, senape, fieno greco, foglie di piante da frutto e non, aglio selvatico e coriandolo;
- stocchi di mais e di sorgo, brattee e tutoli di mais, paglia di riso, nonché quella di soia, di medica e di trifoglio da seme;
- ortaggi in genere ivi compresi scarti, cascami e sottoprodotti vari allo stato fresco e conservati;
- frutta fresca e conservata nonché tutti i sottoprodotti freschi della relativa lavorazione;
- barbabietole da zucchero e da foraggio, ivi compresi le foglie ed i colletti;

- melasso in forma liquida (fatto salvo l'utilizzo previsto all'art. 6), lieviti umidi, trebbie di birra, distiller, borlande, vinacce, vinaccioli, graspe ed altri sottoprodotti agroindustriali;
- tutti i sottoprodotti della macellazione, ivi compreso il contenuto del rumine;
- tutti i sottoprodotti dell'industria lattiero-casearia.

#### Art. 6 - Materie prime per mangimi

Nell'alimentazione delle bovine da latte possono essere utilizzate le seguenti materie prime:

- cereali: mais, sorgo, orzo, avena, frumento, triticale, segale, farro, miglio e panico;
- semi di oleaginose: soia, lino, girasole;
- semi di leguminose: fava, favino e pisello proteico;
- foraggi: farine delle essenze foraggere ammesse;
- polpe secche di bietola;
- concentrato proteico di patate.

Possono inoltre essere utilizzati nei mangimi complementari composti:

- la carruba, in quantità non superiore al 3%;
- il melasso, in quantità non superiore al 3%.

E' consentito l'uso di mangimi in blocchi melassati, anche in forma frantumata, nella dose massima giornaliera di 1 Kg. a capo. In ogni caso, l'impiego dei blocchi melassati non è compatibile con l'impiego di mangimi contenenti melasso.

Sono ammesse, inoltre, preparazioni zuccherine e/o a base di glicole propilenico e glicerolo, in forma liquida o disperse nei mangimi, nella dose massima complessiva di 300 grammi/capo/giorno.

Fatto salvo quanto previsto dall'art. 8, possono essere, inoltre, utilizzati i prodotti e gli alimenti consentiti dalla legislazione vigente per le bovine da latte previa sperimentazione del Consorzio del Formaggio Parmigiano Reggiano che, verificata la compatibilità, ne dà comunicazione agli organismi preposti.

#### Art. 7 - Uso dei mangimi complementari semplici e composti, integrati e non

I mangimi devono essere corredati da «cartellini» in cui siano indicate le singole materie prime in ordine decrescente di quantità.

E' vietato l'impiego di polpe secche di bietola se umidificate.

I mangimi non possono essere conservati all'interno della stalla.

La quantità complessiva di grasso greggio apportata da prodotti e sottoprodotti della soia, del lino, del girasole, del germe di mais e del germe di frumento non deve superare i 300 grammi/capo/giorno.

#### Art. 8 - Materie prime per mangimi e prodotti vietati

Non possono essere impiegati nell'alimentazione delle bovine da latte:

- tutti gli alimenti di origine animale: farine di pesce, carne, sangue, plasma, penne, sottoprodotti vari della macellazione e i sottoprodotti essiccati della lavorazione del latte e delle uova;
- i semi di cotone, veccia (comprese le svecciature), fieno greco, lupino, colza, ravizzone e vinaccioli;
- il riso e i suoi sottoprodotti;
- i tutoli e gli stocchi di mais trinciati e/o macinati;
- le farine di estrazione, i pannelli e gli expeller di arachide, colza, ravizzone, cotone, vinaccioli, semi di pomodoro, girasole con meno del 30% di proteine, babassu, malva, neuk, baobab, cardo mariano, cocco, tabacco, papavero, palmisto, olive, mandorle, noci e cartamo;
- la manioca, le patate e i derivati, ad eccezione del concentrato proteico di patata;
- gli alimenti disidratati ottenuti da ortaggi, frutta ed i sottoprodotti della loro lavorazione nonché gli alimenti disidratati ottenuti da trinciati di mais e da insilati di ogni tipo;
- le alghe, ad eccezione di quelle coltivate ed impiegate quali integratori di acidi grassi essenziali nella dose massima di 100 grammi/capo/giorno;
- tutti i sottoprodotti delle birrerie (trebbie essiccate) e dell'industria dolciaria o della panificazione;
- i terreni di fermentazione;
- l'urea e i derivati, i sali di ammonio;
- il concentrato proteico di bietole (CPB), le borlande e i distiller di ogni tipo e provenienza.

Non possono essere somministrati alle bovine da latte, né direttamente, né come ingredienti dei mangimi i saponi e tutti i grassi (oli, seghi, strutti, burri) siano essi di origine animale o vegetale. Possono essere usati lipidi di origine vegetale solo come supporto e protezione di micronutrienti, nella dose massima di 100 grammi/capo/giorno.

Non possono essere somministrati alle bovine da latte mangimi che contengano:

- additivi appartenenti al gruppo degli antibiotici;
- gli antiossidanti butilidrossianisolo, butilidrossitoluolo ed etossichina.

Come supporto per gli integratori minerali e vitaminici non possono essere utilizzati prodotti non ammessi dal presente Regolamento.

Non possono essere somministrati alle bovine da latte mangimi rancidi, ammuffiti, infestati da parassiti, deteriorati, imbrattati oppure contaminati da sostanze tossiche o comunque nocive.

Non possono essere somministrati, alle bovine da latte, mangimi che contengano foraggi dei quali non si conosca la provenienza, tagliati in modo grossolano.

In ogni caso i foraggi eventualmente presenti nei mangimi complementari in farina o in pellet non possono superare la lunghezza di 5 mm.

#### Art. 9 - Animali provenienti da altri comparti produttivi

Le bovine da latte provenienti da filiere produttive diverse da quella del Parmigiano Reggiano possono essere introdotte negli ambienti delle vacche in lattazione ed in asciutta dopo non meno di quattro mesi dall'introduzione nell'azienda.

In tale periodo le bovine da latte devono essere alimentate conformemente alle norme del presente Regolamento e il latte, eventualmente prodotto, non può essere conferito in caseificio.

Le aziende agricole non appartenenti alla filiera Parmigiano Reggiano sono autorizzate al conferimento del latte dopo non meno di quattro mesi dalla visita ispettiva.

#### Art. 10 - Alimentazione con Piatto Unico

Gli alimenti possono essere somministrati alle bovine da latte mediante la tecnica del "Piatto Unico", che consiste nella preparazione di una miscela omogenea di tutti i componenti della razione prima di distribuirli agli animali.

La preparazione della miscela deve avvenire nell'allevamento che la utilizza.

Inoltre:

- non è consentita la miscelazione di foraggi verdi, nemmeno nel caso in cui si impieghi il trinciato fresco di mais. Se si utilizzano foraggi verdi, questi vanno somministrati a parte;
- le operazioni di preparazione non possono essere eseguite all'interno della stalla;
- se si procede all'umidificazione della massa (umidità superiore al 20%), la miscelazione deve essere effettuata almeno due volte al giorno e la distribuzione deve avvenire immediatamente dopo la preparazione;
- anche se non si procede all'umidificazione della massa, la conservazione della stessa deve essere effettuata al di fuori della stalla e la distribuzione in greppia della miscelata deve essere effettuata almeno una volta al giorno.

#### Art. 11 - Nuovi prodotti e tecnologie

L'eventuale impiego di alimenti non contemplati dal presente Regolamento, così come le variazioni delle dosi utilizzabili e l'introduzione di modalità di preparazione e di somministrazione non previste, sono condizionate dall'esito favorevole delle sperimentazioni e degli studi valutati dal



Consorzio del Parmigiano-Reggiano e, in caso di esito positivo, potranno costituire oggetto di richiesta di modifica del disciplinare di produzione.

## PRODUCTION SPECIFICATIONS

### FOR PARMIGIANO REGGIANO CHEESE

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#### PARMIGIANO REGGIANO CHEESE PRODUCTION STANDARDS

The Parmigiano Reggiano PDO is a hard, cooked and slowly matured cheese, made from raw, partially skimmed milk from cows whose feed consists mainly of forage grown in the area of origin. The milk may not undergo any heat treatments and the use of additives is not allowed.

All milk delivered to the dairy shall comply with the Production Regulation of Parmigiano Reggiano cheese.

The time for milking the whole cattle on each of the two milkings allowed to produce milk intended for the PDO product shall not exceed seven hours, inclusive of the relevant delivery time to the dairy.

The milk obtained from the evening milking and from the morning milking is delivered raw to the dairy, within two hours from the completion of each milking. The milk may not undergo centrifugation.

The milk may be chilled immediately after milking and kept at a temperature not lower than 18°C.

The milk from the evening milking is partially skimmed by natural surface skimming in open steel tubs. After delivery to the dairy, the milk from the morning milking is mixed with the partially skimmed milk of the previous evening; it may also undergo a partial skimming of the cream naturally risen to the surface.

The fat/casein ratio of the milk in the vat, calculated as weighted average value of the vat batches on the processing day, may not exceed  $1.1 + 12\%$ .

A portion of the milk from the morning milking, up to maximum of 15%, may be set aside to make cheese the following day. In this case, the milk shall be kept at the dairy in special stainless steel containers at temperatures that are not below 10°C, it shall be laid in the tubs for the natural rising of cream to the surface together with the milk from the evening milking.

Milk is added fermented whey, which is a natural culture of lactic ferments obtained from spontaneous acidification of the whey remaining from the cheese-making processing of the previous day.

Milk coagulation, obtained exclusively by the use of calf rennet, takes place in the bell-shaped copper vats to make up to two wheels for each vat.

The vats shall be used only once a day. No more than 15% of the vats may be used for a second cheese-making process on the same day.

Following coagulation, the curd is broken up and cooked. The granules are then given the time to settle on the bottom of the vat, so as to obtain a solid mass. These operations shall be performed by the end of the morning.

After settling, the cheese mass is transferred into the appropriate moulds to form the wheels.

After a few days, the salting is performed by immersing the wheels in brine. Maturation shall continue for at least 12 months, starting from the cheese moulding. In summer the temperature in the maturation room may not be lower than 16°C.

Parmigiano Reggiano shall have the following characteristics:

- cylindrical shape, with slightly convex or almost straight sides, with flat faces, slightly round-edged;
- dimensions: diameter of the flat faces ranging from 35 to 45cm, side height ranging from 20 to 26cm;
- minimum weight of a wheel: 30Kg;
- external appearance: rind of a natural straw colour;
- colour of the cheese: from light straw yellow to straw yellow;
- characteristic aroma and flavour of the cheese: fragrant, delicate, flavoursome but not pungent;
- texture of the cheese: minutely granular, it breaks into slivers;
- thickness of the rind: about 6mm;
- fat on dry matter: 32% minimum;
- additives: absent;
- total free amino acids: more than 15% of total proteins (HPLC method and ion exchange chromatography);
- isotopic and mineral composition: typical of Parmigiano Reggiano; it is on file at the Parmigiano Reggiano Cheese Consortium, at the Control Body and the Ministry for Agricultural, Food and Forestry Policies and it is determined via isotope ratio mass spectrometry (IRMS) methods;
- cyclopropane fatty acids; lower than 22mg/100g of fat (figure inclusive of the measurement uncertainty, gas chromatographic method with mass spectrometry detector (GC- MS)).

For anything not directly provided for herein, reference is made to the practices set by fair and constant local usages.

The production area includes the land in the provinces of Bologna to the left of River Reno, Mantua to the right of River Po, Modena, Parma and Reggio nell' Emilia.

The packaging of Parmigiano Reggiano cheese, grated and in pieces with and without rind, shall be carried out exclusively within the area of origin with the aim of guaranteeing quality, traceability and control.

For this purpose, full traceability of the Parmigiano Reggiano wheels (dairy number, production month/year and weight) used for the above mentioned operations shall be guaranteed.

As provided for by Decree of the Italian Prime Minister of 4 November 1991, the protected designation of origin "Parmigiano Reggiano" is extended to grated cheese, obtained from whole cheese wheels bearing the protected designation of origin "Parmigiano Reggiano", upon condition that grating is performed within the cheese production area and that the grated cheese is packaged immediately afterwards, without any processing or addition of substances likely to modify its preservation or original organoleptic features.

The designation type in question is reserved to grated cheese meeting also the following technical and technological parameters:

- moisture: not lower than 25% and not higher than 35%;
- appearance: not powdery and homogeneous, particles having a diameter smaller than 0.5 mm do not exceed 25%;
- amount of rind: not higher than 18%.

Parmigiano Reggiano portions may be packaged at the dairies where it has been produced, to be sold immediately at the dairy outlet by dairy staff.

In order to guarantee the authenticity and identification of the pre-packed, grated or portioned Parmigiano Reggiano placed on the market, each pack shall bear a mark consisting, in its upper part, of a Parmigiano Reggiano wheel in the back and a wedge upfront with the typical almond-shaped knife, while, at the bottom, the PARMIGIANO REGGIANO wording, as per the following graphic image, which shall be reproduced with a four-colour processing in accordance with the technical methods set by the Consortium in the relevant agreement.



To allow consumers to correctly identify the maturation of pre-packaged Parmigiano Reggiano cheese placed on the market in pieces weighing more than 15 grams, the minimum age of the cheese shall be written on the label.

The presence on the label of the dairy number or name is mandatory only if the grated cheese/pieces are made from wheels bearing the "Premium" mark pursuant to article 15 of the Marking Regulation.

Operators (milk-producing farmers, dairies, entities maturing the cheese, entities grating or cutting the cheese) are part of the control system and included in relevant lists managed by the Control Body and shall ensure, by means of their self-monitoring documentary records audited by the Control Body, evidence of the origin of the feeds, raw materials and products from the area of origin, as well as the supplier and receiver, keeping records of every stage of all incoming and outgoing batches, as well as their matching.

## MARKING REGULATION CHAPTER I

### General Provisions and Definitions

#### Article 1 - Marks

1. The distinctive marks of Parmigiano Reggiano cheese are represented by the marks of origin and selection marks.
2. The marks of origin are affixed by the individual dairies by:
  - a) affixing a casein plate with the codes identifying the wheel;
  - b) using appropriate matrices (stencilling bands) that engrave on the side rind of each wheel the wording “Parmigiano Reggiano” in pin dots (see Image No. 1), as well as the identification number of the production dairy, the year and month of production.
3. The selection mark is performed by the Parmigiano Reggiano Cheese Consortium, as provided for in Articles 4, 5, 6, 7 and 8 given below, after the authorised Control Body has performed the necessary checks.

#### Article 2 - Tasks of the Parmigiano Reggiano Cheese Consortium

1. Pursuant to law no. 526/1999, the Consortium establishes the procedures to use the marks in compliance with the Production Specifications and monitors their proper use at the dairies. In the event of improper use of the marks of origin or other breaches of the Specifications pursuant to Regulation (EU) No. 1151/12 as amended, checked by the competent Bodies, the Consortium arranges for the withdrawal of the stencilling bands and casein plates and/or application of a sanctioning measure in compliance with the regulations in force.
2. The Consortium assigns a dairy identification number to every Parmigiano Reggiano producer; this number is given to the Control Body and included in the control system;
3. Any use on the wheels of other marks that are not envisaged by this Regulation shall be expressly authorized by the Consortium, which establishes the relevant features and affixing methods. Such marks shall not be superimposed to the PDO marks, thus ensuring that the latter prevail.

#### Article 3 - Obligations of Dairies

1. The dairies intending to produce Parmigiano Reggiano cheese shall submit the relevant application to the Consortium, at least four months before the beginning of production operations. They shall specify that they have been included in the control system in order to be given a dairy identification number, stencilling bands and casein plates, which are necessary to affix the marks of origin.
2. Dairies shall be responsible for the proper use and keeping of stencilling bands and casein plates, which are supplied on a fiduciary basis.

3. Dairies shall update their Production Books on a daily basis, which shall be authenticated by the Consortium and shall be made available to the Control Body to perform its duties, as well as to the relevant Authorities;

4. Dairies have the obligation to keep records of their entire production. Should dairies fail to keep the required records, sanctions shall apply as provided for by the regulations in force.

5. Dairies have the obligation to make the cheese available or to ensure it is made available to Consortium for the operations of classification, mark-affixing and mark-cancellation to be carried out pursuant to Articles 4, 5, 6, 7, 8 and 9. In case of non-fulfilment of this obligation, in line with the procedures provided for in the Control Plan, the Consortium shall arrange for the withdrawal of stencilling bands and casein plates and/or for the application of sanctioning measures.

6. Dairies shall be required to provide the Consortium and its authorized agents with all and any elements that are useful for the implementation of this Regulation.

#### Article 4 - Definition of production lots and quality inspection

1. The production of each dairy shall be subdivided into lots, i.e.:

a) 1st lot: cheese produced from January to April;

b) 2nd lot: cheese produced from May to August;

c) 3rd lot: cheese produced from September to December.

2. Before affixing the selection marks, each single wheel of Parmigiano Reggiano cheese is inspected by a Committee appointed by the Consortium, consisting of experts included in the relevant list that is kept by the Consortium and notified to the Control Body.

3. Quality inspection and mark affixing operations shall be performed in the area of origin.

## CHAPTER II

### Procedures

#### Article 5 – Quality Inspection

Quality inspection shall be performed for the three production lots in three periods of time, based on the following schedule:

a) the cheese in the first lot shall be inspected starting from 1 December of the year of production;

b) the cheese in the second lot shall be inspected starting from 1 April of the following year;

c) the cheese in the third lot shall be inspected starting from 1 September of the following year.

#### Article 6 – Cheese Classification

1. The cheese quality inspection is performed by assessing the external appearance of the wheels, the texture and aroma of the cheese paste, examining the wheels with a percussion hammer and with a screw-needle, in accordance with usages and customs; the quality inspection outcome is the cheese classification given in the Annex.

2. In order to make the quality inspection as objective as possible, Committees shall cut at least one wheel per lot and, in any case, at least one in one thousand or fraction of a thousand, to assess its texture and organoleptic features. Dairies shall make the wheels chosen by the experts available to be cut and shall allow the taking of a portion of the same.

#### Article 7 - Ink Stamping

Concomitantly with the quality inspection, pursuant to Art. 6, provisional indelible-ink stamps shall be affixed to the wheels to mark the following categories as defined in the Annex:

- a) first category, consisting of the wheels classified as “first-grade”, “zero” and “one”
- b) second category, consisting of the wheels classified as “medium-grade” or “Prima Stagionatura” Parmigiano Reggiano cheese;
- c) third category, consisting of the wheels classified as “downgraded” and “reject”.

#### Article 8 - Hot-iron Marking

- 1. First and second category wheels shall be hot-iron branded with an oval mark bearing the wording “Parmigiano Reggiano Consorzio di Tutela” and the year of production (see Image No. 2);
- 2. second-category cheese shall be identified by an indelible mark on the sides of the wheels;
- 3. the above operations may be carried out seven days after the quality inspection, based on the instructions given by the Control Body.

#### Article 9 - Cancellation of the marks

The Consortium staff shall remove the marks from third-category wheels, as well as from wheels showing serious structural defects that have prevented the cheese from being matured and from wheels that have been mended in such a way to prejudice their appearance and/or the quality of the cheese and/or the marks showing the month and year of production, and the dairy identification number. Alternatively, these wheels shall be delivered to one or more processing firms, with which the Consortium has signed a specific agreement. With regard to these wheels, the dairy shall keep the documentation issued by such processing firms, proving that the marks have been cancelled. The marks shall be cancelled also from wheels where such marks have not been affixed correctly.

#### Article 10 - Drawing-up of Inspection Records



A report shall be drawn up to record quality inspection, hot-iron marking and stamping of first and second category wheels, as well as cancellation of the marks for each lot or lot fraction of the production batch. This report shall be signed by the staff in charge of such operations and by the legal representative of the dairy or by a person expressly appointed for the purpose.

#### Article 11 – Appeals

1. Dairies shall have the right to appeal against the quality inspection outcome by sending the relevant notice to the Consortium within four days of the date of the completion of the quality inspection, via registered letter;
2. Appeals shall be examined by an Appeal Committee, which may decide to repeat the quality inspection within 15 days of notice receipt. This Committee shall be appointed by the Consortium and it shall consist of at least three members that are not part of the Quality Inspection Committees, pursuant to Art. 4.

### CHAPTER 3

#### Other provisions

##### Article 12 - Request for mending the Marks of Origin

For wheels that, during maturation, have developed rind defects requiring mending in the area where the casein plate is located, the dairy concerned shall request the Consortium to affix an indelible stamp replacing the casein plate. The dairy concerned shall keep and hand over all removed plates to the Consortium.

##### Article 13 - Request for cancellation of the Marks of Origin

For wheels that, during maturation, have developed such serious defects so as to prevent maturation from being continued, dairies shall have the right to request the Consortium to cancel the Marks of origin or to deliver the cheese to processing firms as provided for in Article 9, before the quality inspection. 9.

##### Article 14 - Transfer of wheels before the 12th month of maturation

1. Cheese may be placed on the market for consumption under the Parmigiano Reggiano protected designation of origin only when the wheel bears the oval hot-iron mark and has reached 12 months of minimum maturation.
2. In case of any transfer of wheels that have not reached their 12th month of maturation, but within the area of production, and even if already bearing the oval hot-iron mark, delivery notes and invoices shall contain the following statement, already signed by the dairy's legal representative on the quality inspection and marking reports: "Cheese shall not be put on the market for consumption under the Parmigiano Reggiano protected designation before having reached the 12th month of maturation".

##### Article 15 - "Export" and "Premium" Marks

1. Starting from the 18th month of maturation, Parmigiano Reggiano holders may request the Consortium to affix the "Export" mark. To be eligible

for the above mark, the cheese shall meet the characteristics set for "first-grade" Parmigiano Reggiano pursuant to the Annex specified in article 7.

2. Starting from the 24th month of maturation, Parmigiano Reggiano holders may request the Consortium to affix the "Premium" mark. To be eligible for the above mark, the cheese shall meet the characteristics set for "first-grade" Parmigiano Reggiano pursuant to the Annex specified in article 7. Moreover, for each maturation lot, a sensory analysis score shall be assigned to the cheese and suitability for this classification shall be assigned only to the cheese having a score higher than the Parmigiano Reggiano average according to the procedures defined by the Consortium.

3. The wheels certified according to the previous paragraphs may become suitable to bear the above mentioned marks even if maturation continues in premises located outside the production area.

4. Any expenses relating to marking operations shall be paid by those requesting marking.

#### Article - 16 Costs

1. To deliver stencilling bands and casein plates, as a guarantee of the fulfilment of the relevant obligations, the Consortium shall be entitled to ask the dairies for a guarantee deposit, whose amount shall be fixed on an annual basis.

2. For the service of mark cancellation for third-category wheels, pursuant to Articles 9 and 13, and to affix the stamp replacing casein plates, pursuant to Article 12, dairies shall be asked to refund expenses for each wheel as established by the Consortium.

3. Dairies shall be refund expenses for early replacement of worn or decayed stencilling bands.

#### Annex

##### PRODUCT TYPE CLASSIFICATION OF CHEESE

Classification refers to the cheese at the time of quality inspection.

#### 1. "First-grade" Parmigiano Reggiano

This qualification is given to those wheels that are free from any external and internal defects (size, rind, hammer, screw needle, cheese texture, aroma, flavour) that can be detected both visually and by a screw needle and hammer inspection.

#### 2. "zero (0) and one (1)" Parmigiano Reggiano

This qualification includes:

a) **Zero:** wheels that, although meeting the specifications for first-grade cheese, have surface splits on the rind, small erosions, slightly worn edges and some limited mending that, however, do not cause wheel deformation.

b) **one:** wheels having slight texture anomalies, specifically:

- one or two holes (round and oblong cavities that have formed in the cheese) with diameters not exceeding 3-4cm and upon condition that no aroma defects are found with the probe inspection;
- localised hornet's nest (area of spongy cheese) of a few centimetres without any aroma defects;
- a few "fish mouths", i.e. oblong holes, not exceeding 3-4cm in size;
- thin leaves, formed by some slits in the cheese, not exceeding 3-4cm in length;
- widely-spaced and not excessively recurrent small holes;
- so-called "loose" wheels, i.e. wheels that have a hollow sound when tapped with the hammer.

### **3. "Medium-grade" Parmigiano Reggiano**

This category includes wheels having:

- holes exceeding 3-4cm in diameter without any aroma defects;
- hornet's nests without any aroma defects;
- small holes spread throughout the wheel (glossy, round small holes, small-medium sized in diameter);
- some slits and splits arranged horizontally;
- horizontal slits and splits located near one of the wheel faces and/or concerning part of the side;
- mending on the sides or faces without any aroma defects, performed well, and of such a size that they do not significantly affect the external appearance of the wheel.

### **4. "Downgraded" cheese**

This category includes wheels having:

- very evident swelling of the wheel faces;
- spongy paste with large and widespread holes;
- multiple and widespread horizontal slits in a folded configuration;
- large slits and splits scattered on most of the wheel;
- large cavity in the centre or around the centre having a circular or oblong shape, with or without spongy paste;
- deep and extensive mending to the sides and/or faces;
- wheels with evident aroma defects.

## 5. "Reject" cheese

This category includes all those wheels characterized by the presence of a number of serious defects, that is to say all those wheels that cannot be included in the above categories, due to their quality.

### GRAPHIC REPRODUCTIONS

Image No. 1

PARMIGIANO  
REGGIANO

Image No. 2



## FEEDING REGULATION FOR DAIRY COWS

### Article 1 - Scope of application

This regulation establishes the feeding programmes for cows that provide milk to be used to produce Parmigiano Reggiano cheese. Unless otherwise specified, in this regulation “dairy cows” shall mean lactating cows, dry cows and heifers from the sixth month of pregnancy on. In the following articles, the animals in the above categories are referred to as “dairy cows”.

### Article 2 - General principles for Feed Composition

The composition of the feed for dairy cows is based on the use of forage grown in the area of production of Parmigiano Reggiano cheese. In the daily feed, at least 50% of forage dry matter shall be provided by hay.

The base feed, consisting of forage, shall be appropriately supplemented with feeds that can balance the intake of the various diet nutrients. The total dry matter provided by feeds shall not exceed the total dry matter provided by forage (forage/feed ratio not lower than 1).

Dairy cows shall not be given feeds that may confer anomalous aromas and flavours to the milk and alter its technological features, nor feeds that may be sources of contamination or badly preserved.

### Article 3 - Origin of forage In the

feeding of dairy cows:

- at least 50% of forage dry matter shall be provided by forage produced on the farm land, upon condition that it is located in the area of production of Parmigiano Reggiano cheese;
- at least 75% of forage dry matter shall be provided by forage grown in the area of production of Parmigiano Reggiano cheese.

### Article 4 - Permitted forage Dairy

cows may not be given:

- fresh forage obtained from natural meadows, stable mixed meadows and lucerne and clover meadows;
- crops of ryegrass, rye, oat, barley, wheat, maize, aftermath sorghum, Italian millet, cocksfoot (*Dactylis*), fescue, timothy-grass (*Phleum*), French honeysuckle, sainfoin, given singularly or mixed together;
- crops of pea, vetch and field bean, upon condition that they are combined with at least one of the forage essences specified in the previous point;

- hay obtained by drying the above-specified forage essences in fields or by forced ventilation (air-drying at temperatures not exceeding 100°C);
- cut forage obtained from the whole maize plant, at milk-wax or wax ripening stage, given immediately after harvesting;
- cereal straw, with the exception of rice straw.

The feed of dairy cows may also include the above forage essences, with the exception of maize cut forage, that have been thermally-treated at temperatures equal to or higher than 100°C, up to a maximum amount of 2kg/head/day. This amount may not be combined with the portion of dehydrated forage that may be given by means of feeds.

#### Article 5 - Forbidden forage and by-products

In order to prevent possible contamination from silage of the cowshed environment, including via the ground and forage, the storage and use of any type of silage is forbidden on the farms rearing calves, heifer up to their sixth month of pregnancy and dairy cows.

Farms with dairy cow breeding shall ensure the management of agricultural activities relating to “other chains” (beef cattle, digesters, etc.) in different and separated environments; in the latter, the possession and use of cereal silage and by-products is allowed.

Even the storage of grass silage preserved in wrapped bales, trenches, stacks or with other techniques is anyway forbidden.

In the feeding of dairy cows, the following is forbidden:

a) use of:

- forage heated by fermentation;
- forage treated with additives;
- forage that is obviously mouldy and/or contaminated by other parasites, soiled or contaminated by toxic or noxious substances;

b) use of:

- rapeseed, rape, mustard, fenugreek, fruit-tree leaves and other leaves, wild garlic and coriander;
- maize and sorghum rapiers, maize bracts and corncob, straw from rice, as well as soy, lucerne and seed clover;
- vegetables in general, including fresh and preserved rejects, waste and by-products;
- fresh and preserved fruit, as well as all fresh by-products from fruit processing;
- sugar and forage beets, including leaves and tops;

- liquid molasses (without prejudice for the use provided for in Article 6), moist yeasts, brewery distillation residues, distillers, cereal fermentation by-products, marc, grape seeds, grape stalks and other agri-food industry by-products;
- all slaughtering by-products, including the rumen content;
- all dairy industry by-products.

#### Article 6 - Feed raw materials

In the feeding of dairy cows, the following raw materials may be used:

- cereals: maize, sorghum, barley, oat, wheat, triticale, rye, spelt, millet and Italian millet;
- seeds of oleaginous plants: soy, flax, sunflower;
- seeds of leguminous plants: broad bean, field bean and protein pea;
- forage: flours of permitted forage essences;
- dried beet pulp;
- potato protein concentrate.

Moreover, the following may be used in complementary compound feeds:

- carob-bean, up to a maximum of 3%;
- molasses, up to a maximum of 3%.

The use of molasses block feeds, also crushed, shall be allowed up to a maximum daily amount of 1Kg per head. However, the use of molasses blocks is not compatible with the use of feeds containing molasses.

Sugar and/or propylene glycol and glycerol preparations shall be permitted, either liquid or added to the feeds up to a maximum total amount of 300g/head/day.

Without prejudice to the provisions of Article 8, the products and feeds permitted by the legislation in force for dairy cows shall be allowed, after the relevant testing has been carried out by the Parmigiano-Reggiano Cheese Consortium, which, after assessing their compatibility, so informs the relevant bodies.

#### Article 7 - Use of simple and compound complementary feeds, both supplemented and non-supplemented

Feeds shall have label tags specifying the single raw materials they contain in decreasing order of content.

The use of dried beet pulp is forbidden, if it has been wetted.

Feeds may not be stored inside the cowshed.

The total amount of crude fat provided by soy, flax, sunflower, maize germ and wheat germ products and by-products shall not exceed 300g/head/day.

#### Article 8 - Forbidden raw materials and products

The following shall not be used in the feeding of dairy cows:

- all animal products: fish flours, meat, blood, plasma, feathers, sundry by-products of the slaughtering industry, as well as any dried by-products from milk and egg processing;
- cotton seeds, vetch (including scourings), fenugreek, lupine, rapeseed, rape and grape seeds;
- rice and its by-products;
- cut and/or grounded maize corncob and rapiers;
- extraction flours, cakes and expellers of peanut, rapeseed, rape, cotton, grape seeds, tomato seeds, sunflower seeds with less than 30% protein, babassu, common mallow, Niger seed, baobab, Silybum Marianum, coconut, tobacco, poppy, palm kernel, olives, almonds, walnuts and Carthamus tinctorius;
- manioc, potatoes and derivatives, with the exception of potato protein concentrate;
- dehydrated feeds obtained from vegetables and fruit and by-products from their processing, as well as dehydrated feeds obtained from shredded maize and from any type of silage;
- seaweeds, with the exception of those grown and used as essential fatty acid supplements, up to maximum dose of 100g/head/day;
- all by-products from breweries (dried distillation residues) and bakery industry;
- fermentation soils;
- urea and its derivatives, ammonium salts;
- beet protein concentrate (Italian acronym: CPB), cereal fermentation by-products and distillers of any type and origin.

Dairy cows shall not be given directly or as feed ingredients, soaps and all fats (oils, tallows, clarified pork fat, butters) of animal or vegetable origin.

Lipids of vegetable origin may be used only as a support and protection of micronutrients, up to a maximum dose of 100g/head/day.

Dairy cows shall not be given feeds containing:

- additives belonging to the antibiotics group;
- antioxidants, namely butylated hydroxyanisole, butylated hydroxytoluene and ethoxyquin.

As a support for mineral and vitamin supplement, products that are not permitted by this Regulation shall not be used.



Dairy cows shall not be given feeds that are rancid, mouldy, infested with parasites, decayed, soiled or contaminated by toxic or noxious substances.

Dairy cows shall not be given feeds containing forage of unknown origin, coarsely cut.

In all cases, any forage contained in the complementary feeds, either as flour or pellets, shall not exceed 5mm in length.

#### Article 9 - Animals coming from other production sectors

Dairy cows coming from production chains other than that of Parmigiano Reggiano cheese may be introduced into the premises housing lactating and dry cows after at least four months of their arrival at the farm.

During this period of time, these dairy cows shall be fed in compliance with this Regulation and any milk produced by them shall not be delivered to the dairy.

Farms not belonging to the Parmigiano Reggiano production chain shall be authorized to deliver their milk to the dairy after at least four months of the relevant inspection.

#### Article 10 - Unifeed

Dairy cows may be fed using the Unifeed technique, which consists in the preparation of a homogeneous mix of all the daily feed ingredients before giving them to the animals.

The preparation of the mix shall take place on the farm using it. Moreover:

- no addition of green forage shall be made, not even if freshly cut maize is used. If green forage is used, it shall be given separately;
- preparation shall not be carried out inside the cowshed;
- if the mass is wetted (moisture higher than 20%), mixing shall be carried out at least twice a day and the feed shall be distributed immediately after being prepared;
- even if the mass is not wetted, it shall be kept outside the cowshed and distributed into the manger at least once a day.

#### Article 11 - New products and technologies

Any use of feeds not provided for in this Regulation, as well as any change to set amounts and preparation and administration methods that are not envisaged herein, shall be subject to a favourable result of testing and studies assessed

by the Parmigiano-Reggiano Cheese Consortium. In case of a favourable result, they may be the subject-matter of a request for amendment of the Production Specifications.

CONSORZIO DEL FORMAGGIO  
PARMIGIANO - REGGIANO  
SEDE REGGIO EMILIA  
IL PRESIDENTE





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## **CERTIFICATION FROM THE CONCERNED GOVERNEMENT AGENCY OR EQUIVALENT INDEPENDENT BODY**



Brussels, 24/9/2023



## EXTRACT FROM THE REGISTER

### OF PROTECTED DESIGNATION OF ORIGIN AND PROTECTED GEOGRAPHICAL INDICATIONS ESTABLISHED BY ARTICLE 11 OF REGULATION (EU) NO 1151/2012

1. Name: Parmigiano Reggiano
2. Class: Class 1.3. Cheeses
3. File number: PDO-IT-0016
4. Type: Protected Designation of Origin (PDO)
5. Country: Italy
6. Date of registration: 21/06/1996
7. Legal instrument: Official Journal L 148, 21.06.1996

João ONOFRE  
Head of Unit