



True Friends of
Natural and Organic
Cosmetics

Commitment declaration for certification bodies

Version 5. 2014



A system in which consumers can trust



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Natural and Organic
Cosmetics

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Commitment Declaration for Certification Bodies

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Commitment declaration for Certification bodies

In the declaration below, the following

(hereinafter referred to as the **Certification Body**)

Contact person:

VAT number

makes the following commitment to

NATRUE AISBL

MAI- Maison des Associations Internationales
40, rue Washington
B - 1050 Brussels
Belgium

(hereinafter referred to as **NATRUE**)



Chapter 1. Terminology and references

ATTENTION! For the French market please exchange the following terms as indicated below in any communication concerning NATRUE:

Certifier/Certification Body = “Organisme de Contrôle”

Certification = “Contrôle”

Certificate = “Attestation de Conformité”

Certified = “contrôlé” or “conforme aux critères”

Whenever NATRUE mentions “Company” it always includes the “manufacturer” according to the EU Cosmetics Regulation 1223/2009/EU article 2 d): ‘manufacturer’ means any natural or legal person who manufactures a cosmetic product or has such a product designed or manufactured, and markets that cosmetic product under his name or trademark;’.

Whenever NATRUE mentions „cosmetics“ or “cosmetic product” it always includes any finished cosmetic product as defined by and complying with the requirements of the current European cosmetics legislation, such as skin care, hair care, oral care, decorative cosmetics, sun protection and perfumes.

Whenever NATRUE mentions „raw material“, it always includes any single raw material and any mixture of two or more single raw materials which is/are intended to be used as ingredient(s) for a cosmetic product.

Whenever NATRUE mentions „product“, it always includes any cosmetic product and raw material as defined above.

“Whenever NATRUE mentions “Intellectual Property” this refers to all NATRUE rights in trademarks, trade names and labels, and, in addition, all copyright or copyrightable material, designs, know-how, customer information, proprietary information and intellectual property rights developed and maintained by NATRUE exclusively for the implementation of the NATRUE Certification Programme”.

Whenever NATRUE mentions “NATRUE Label” this refers to the private label owned by NATRUE AISBL aimed at identifying natural and organic cosmetics in compliance with the NATRUE Criteria outlined in the document “NATRUE Label: requirements to be met by natural and organic cosmetics”

Whenever NATRUE mentions “NATRUE Certification” this refers to the process of granting the NATRUE Label

Whenever NATRUE mentions NATRUE Certification Programme this refers to the framework in which the NATRUE Label is granted.

Whenever NATRUE mentions a “Certification Body” this refers to a third-party conformity assessment body operating certification schemes

Whenever NATRUE mentions NATRUE Accreditation (or simply *Accreditation*) this refers to a set of actions (including assessment, supervision and on site audit) carried out by



IOAS aimed at verifying and monitoring the adherence of Certification Bodies to the “NATRUE Requirements for Certification Bodies”.

Whenever NATRUE mentions IOAS this refers to the International Organic Accreditation Service, a partner of NATRUE in the context of the NATRUE Accreditation

Whenever NATRUE mentions NATRUE Criteria Explanatory session this refers to a physical or virtual session aimed at explaining the NATRUE Criteria

The NATRUE Accredited Certification Body Annual Fee refers to the fee to which NATRUE Accredited Certification Bodies are subject, as laid down in Annex A

Whenever NATRUE mentions “ILMC”, this refers to the International Label Management Center which is the department of NATRUE AISBL in charge of promotion and administration of the NATRUE Label.

Whenever NATRUE mentions “NAC” this refers to NATRUE Approved Certification Body. Only those Certification Bodies publically listed on the NATRUE website are NACs.

Whenever NATRUE mentions NATRUE Accredited Certifier this refers to a Certification Body which has received NATRUE Accreditation via IOAS.

Chapter 2. Foreword

2.1 NATRUE AISBL (International Not for Profit Association) based in Brussels is The International Natural and Organic Cosmetics Association, whose objective is to ensure the availability of quality natural and organic cosmetic products for consumers worldwide. NATRUE has identified two main areas of activity to reach this objective:

- To ensure the availability of premium raw materials through appropriate ingredient regulation
- In the absence of a regulatory definition for natural and organic cosmetics to provide strict international criteria (the NATRUE Label)

2.2 NATRUE has therefore developed a set of criteria for global use to define natural cosmetics, natural cosmetics with organic portion and organic cosmetics, as well as natural, derived natural and nature-identical ingredients, and has designed a label, which is globally protected.

Chapter 3 Framework for Certification

3.1 As a preliminary, all Certification Bodies are eligible for approval by NATRUE, subject, however, to fulfilling the requirements of this commitment declaration.

3.2 Certification Bodies are requested to perform the NATRUE Certification in accordance with the “NATRUE Requirements for Certification Bodies” available at www.natrue.org

3.3 A Certification Body, in order to demonstrate fulfilment of the “NATRUE Requirements for Certification Body”, must be formally accredited by IOAS.

3.4 This commitment declaration Version 5 must be signed once the Certification Body has received Accreditation by IOAS.



3.5 The timeframe for Accreditation of Certification Bodies and NACS is publically available on the NATRUE Website www.natrue.org

Chapter 4 NATRUE Criteria Explanatory Session

4.1 The NATRUE Criteria Explanatory Session is aimed at presenting the main aspects of the NATRUE Criteria. It consists of a virtual or physical session with NATRUE key experts.

4.2 New applicant Certification Bodies (meaning those Certification Bodies which have not previously contracted with NATRUE – Commitment Declaration Version 4), in order to be able to perform the NATRUE Certification, are requested to participate in the most up-to-date NATRUE Criteria Explanatory Session.

4.3 NACs are requested to follow the guidelines of the NATRUE Requirements for Certification Bodies in this regard – cfr “NATRUE Requirements for Certification Bodies 6.2.3 b pag. 8)

4.4 Participation in the NATRUE Criteria Explanatory Session can follow the IOAS Accreditation, or take place in parallel with it, as appropriate.

4.5 The NATRUE Criteria Explanatory Session costs between 100 € per person (virtual session) to 200 € per person (physical session). Without prejudice to the ability, upon agreement, to participate in a physical session, NATRUE encourages new applicant Certification Bodies to take part in virtual sessions.

Chapter 5 - Fees

5.1 The Certification Body commits to pay to NATRUE the fees as laid down in Annex A

5.2 The fee has been set with the purpose of supporting NATRUE activities and projects and in particular the promotion, protection and development of the NATRUE Label. NATRUE hereby undertakes to keep the fee to a minimum and, in any event, at such level that all Certification Bodies can be approved by NATRUE, subject to fulfilling the requirements of this commitment decision. The fee shall be periodically reviewed with a view to ensuring this.

5.3 Regular payment of the fees is a mandatory requirement for Certification Bodies. Failure to settle the invoice within 6 months of its issuance will be met by a formal letter by NATRUE. In the event of failure to pay within 1 month of issuance of such formal letter, NATRUE reserves the right to stop the cooperation with immediate effect.



Chapter 6 Best Efforts

6.1 The Certification Body shall use commercially reasonable best efforts to support the NATRUE Label at all times. In particular, the Certification Body will not disparage or take such actions that are intended to harm the name, goodwill or reputation of NATRUE.

Chapter 7 Intellectual Property Matters

7.1 All Intellectual Property is and shall remain the exclusive property of NATRUE. A Certification Body hereby acknowledges and agrees that NATRUE is the exclusive owner of all Intellectual Property, and agrees to preserve and respect all such Intellectual Property”.

Chapter 8 Dispute Resolution

8.1 In the event of a dispute arising from this agreement, the parties agree to seek an amicable solution. In case no amicable solution can be found the parties agree to submit the dispute to arbitration in lieu of litigation. In such cases, a three-person arbitration panel will be used. Each party will select one member of the panel and those two panel members will select the third panel member. The parties agree to be bound by the decision of the arbitration panel.

8.2 If NATRUE and/or a third party have concrete reason to believe that the Certification Body may have awarded the NATRUE Label to a company although the finished cosmetic product or the raw material does not comply with the NATRUE criteria for natural cosmetics, natural cosmetics with an organic portion and organic cosmetics, NATRUE shall inform the Certification Body concerned thereof. NATRUE may then appoint an independent third party to investigate this matter. The Certification Body agrees that this person shall examine all necessary documentation in order to ascertain if the complaint is legitimate. During this process the Certification Body shall adduce all information to refute the allegation. NATRUE and the Certification Body shall be informed of the findings of the investigation. In the event that the complaint is legitimate and the Certification Body has falsely awarded the NATRUE Label to a company, NATRUE may take such action as it deems appropriate, including terminating this agreement with immediate effect. NATRUE reserves its right to take legal measures against the Certification Body

Chapter 9 Termination of the Agreement

9.1 This commitment shall apply for an unlimited period of time.

9.2 Either party can terminate this agreement by giving one year written notice to the other party.

9.3 In the event that it terminates its activities for NATRUE, the Certification Body shall transfer all current processes to another Certification Body which has been officially appointed by NATRUE in such a way as to ensure that the procedure continues smoothly for the company(ies) being certified.



Chapter 10 Final statement

10.1 No verbal subsidiary agreements have been made. Amendments, supplements and additions to this contract shall only be valid if they have been agreed in writing between the parties to the contract.

10.2 If a provision in this contract is or becomes invalid, this shall not affect the validity of the remainder of the contract. The parties shall undertake to replace the invalid provision by a valid provision which is as close as possible to the commercial objective of the invalid provision. The same shall apply in the event that this contract proves to contain a loophole.

Place, date

Certification body

(Signature and company stamp)

Brussels,

Place, date

NATRUE



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Contacts

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