



Commitment Declaration for Certification Bodies

NATRUE version 6.1 -2020

NATRUE

The International Natural and Organic Cosmetics Association
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Commitment Declaration for Certification Bodies

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Annex 1: Certification Body Annual Fee

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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
Rue Washington 40 – 2nd Floor
1050 Brussels
Belgium

(hereinafter referred to as **NATRUE**)

Chapter 1. Foreword

1.1 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)

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

Chapter 2. Framework for Certification

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

2.2 Certification Bodies are requested to perform the NATRUE Certification in accordance with the “*NATRUE Requirements for Certification Bodies*” available at <https://www.natrue.org/our-standard/natrue-approved-certifiers-nacs/>

2.3 A Certification Body, in order to demonstrate fulfilment of the “*NATRUE Requirements for Certification Body*”, must be formally accredited. *IOAS has become the main accreditation body of NATRUE Certifiers*

2.4 This commitment declaration Version 6 must be signed once the Certification Body has received Accreditation by IOAS.

2.5 Further information for Accreditation of Certification Bodies and NACs are publicly available on the [IOAS website](#).

Chapter 3. NATRUE Criteria Explanatory Session

3.1 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.

3.2 New applicant Certification Bodies (meaning those Certification Bodies which have not previously contracted with NATRUE – Commitment Declaration Version 5), in order to be able to perform the NATRUE Certification, are requested to participate in the most up-to-date NATRUE Criteria Explanatory Session.

3.3 NACs are requested to follow the guidelines of the NATRUE Requirements for Certification Bodies in this regard – cf. NATRUE Requirements for Certification Bodies 6.2.3 b page. 8)

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

3.5 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 4. Fees

4.1 The Certification Body commits to pay the NATRUE fees for Certification bodies as laid down in *Annex A*

4.2 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.

4.3 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 5. Best Efforts

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 6. Intellectual Property Matters

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 7. Dispute Resolution

7.1 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.

7.2 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 8. Termination of the Agreement

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

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

8.3 In case of suspension or withdrawal of the accreditation, the Accreditation Body shall inform NATRUE immediately and stop reference to accreditation of that Certification Body (subject to the normal appeals process of the Accreditation Body). During suspension, the certification body cannot make new NATRUE certification

decisions, though existing certifications are unaffected. In case of accreditation withdrawal, the Certification Body must stop any NATRUE certification activity and remove any reference to NATRUE. Reapproval of the Certification Body would be based upon review by NATRUE.

8.4 In the event that it terminates its activities for NATRUE, the Certification Body must inform all his clients in order for them to officially appoint another NATRUE Approved Certifier and to transfer processes to the respective newly appointed Certification Body(ies) in such a way as to ensure that the procedure continues smoothly for the company(ies) being certified and/or approved. Upon receipt of the Certification Body's intention to terminate its activities for NATRUE, NATRUE shall immediately inform the Accreditation Body to coordinate the withdrawal period. After withdrawal of the accreditation, the Certification Body must stop any NATRUE certification activity, meaning no NATRUE certification decisions can be made through existing certifications are unaffected, and remove any reference to NATRUE.

Chapter 9. Final statement

9.1 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.

9.2 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

Brussels,

Place, date

Certification body

NATRUE

(Signature and company stamp)