

Policy for Certification of Private Label Products Within the Cradle to Cradle Certified[™] Certification Scheme

Version 1.1

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THE CRADLE TO CRADLE CERTIFIED PRODUCTS PROGRAM POLICY FOR CERTIFICATION OF PRIVATE LABEL PRODUCTS

REVISION	SECTION	TYPE OF CHANGE	DATE	AUTHORIZED BY
1.0	Initial Release		April 6, 2015	S. Klosterhaus
1.1	6.2	Added requirement for the private label certification applicant company to sign a documentation form to verify the Private Label Product meets the conditions for inclusion into the scope of certification.	October 2020	S. Klosterhaus
1.1	7	Added requirement for Intermediary Agents (if applicable) to sign a documentation form to verify the Private Label Product meets the conditions for inclusion into the scope of certification.	October 2020	S. Klosterhaus

1 Purpose

This policy is intended to provide the conditions and procedures for private label product certification within the *Cradle to Cradle Certified*TM Certification Scheme.

2 Normative References

Cradle to Cradle Certified Product Standard, V3.1 Cradle to Cradle Certified Material Health Assessment Methodology Certification Scheme for the Cradle to Cradle Certified Products Program Policy for Certification Extension within the Cradle to Cradle Certified Product Certification Scheme Policy for Manufacturers to Maintain Product Certification Compliance Within the Cradle to Cradle Certified Certification Scheme Cradle to Cradle Certified Fees Schedule

3 Definitions

3.1 Assessment Body (AB): An entity accredited by C2CPII to conduct assessments sufficient in scope and rigor to support a certification decision based on the Cradle to Cradle Certified Product Standard (the 'standard'). ABs may be accredited to conduct full assessments or assessments limited to specific categories of the standard.

3.2 Certification Body (CB): An entity accredited by C2CPII to perform conformity audits, render certification decisions, and issue certificates based on the standard in accordance with the principles of ISO 17065.

3.3 Certification Scheme for the Cradle to Cradle Certified Products Program (Certification Scheme): The document which delineates the functions, responsibilities, relationships, and processes for entities engaged in Cradle to Cradle Certified product certification.

3.4 Certification Scheme Owner (Scheme Owner): The Cradle to Cradle Products Innovation Institute (C2CPII).

3.5 Certified Product: A product that has achieved Cradle to Cradle certification.

3.6 Cradle to Cradle Certified Product Standard (the 'standard'): The governing standard that serves as the basis for all Cradle to Cradle product certifications.

3.7 Fees: Certification fees charged by C2CPII that are separate from AB or CB fees.

3.8 Original Equipment Manufacturer (OEM): The producer of a product that has achieved Cradle to Cradle certification.

3.9 Private Label Entity: The entity that sells a Cradle to Cradle Certified product under a brand name different from the one used by the OEM.

3.10 Private Label Product: A product identical in every way, except for brand name and packaging, that is produced using the same materials and processes in the same facility as a Cradle to Cradle Certified product.

3.11 Certification Agreement: The legally binding document that commits an entity to adhere to the terms for proper usage of Cradle to Cradle Certified marks and intellectual property.

4 Applicability

This policy applies to the producers of Cradle to Cradle Certified products and any entity that wishes to sell Cradle to Cradle Certified products under a brand name different from the original certified product.

5 Conditions

5.1 Qualification

An OEM must demonstrate to the Cradle to Cradle Products Innovation Institute (C2CPII) that a proposed Private Label Product meets the requirements for the inclusion into the scope of the certification for a specific product. In order to qualify, the product must be identical in every way, except brand name and packaging, to a Cradle to Cradle Certified product. This product must be manufactured in the same facility, using the same materials and processes as the certified product.

5.2 Packaging

5.2.1 To include packaging in the scope of certification, one of the following shall be demonstrated:

(a) The Private Label Product's packaging uses the same materials (and no other additional) as the OEM product's packaging, and packaging is included in the scope of the OEM product certification, or

(b) An AB has assessed the Private Label Product's packaging and made a certification recommendation, which is accepted by the CB.

5.2.2 If the packaging of the Private Label Product cannot be demonstrated to conform to the certification requirements via 5.2.1, such packaging shall be excluded from the scope of certification.

5.2.3 No exclusion shall exempt any packaging from meeting general packaging requirements of the Cradle to Cradle Certified Product Standard.

5.3 Terms of Certification

5.3.1 Provided the terms of Private Label certification are met and payment of fees remains current, Private label certification continues throughout the duration of the OEM certification period.

5.3.2 Regardless of the date a Private Label Product certification is granted, the Private Label certification shall expire on the same date as the OEM certification containing the Private Label Product in its scope of certification.

5.3.3 Private Label Product certification may be withdrawn for reasons solely in the domain of the Private Label Entity, such as non-payment of fees, or failure to adhere to the terms and conditions of the Cradle to Cradle Certified Certification Agreement, or any action deemed by C2CPII to be detrimental to the mission and values of the Cradle to Cradle Certified Products Program.

5.3.4 Withdrawal of Private Label Product certification for reasons deemed by C2CPII to be exclusively in the domain of the Private Label Entity shall in no way affect the OEM certification.

5.4 Fees

5.4.1 Cradle to Cradle Certified Private Label Product certification shall be subject to fees set by C2CPII, as stated in the Cradle to Cradle Certified Fees Schedule.

5.4.2 Private Label certification fees are regarded as separate, and shall have no bearing on the certification of OEM Cradle to Cradle Certified products.

5.4.3 Private Label Product certification fees for a period less than the full period of certification covered by the OEM certification shall be pro-rated accordingly.

5.4.4 Failure to meet payment terms of Private Label certification fees shall result in withdrawal of Cradle to Cradle Certified Private Label certification.

5.4.5 At the sole discretion of C2CPII, fees may be modified in individual instances of single use, or low volume limited use of Cradle to Cradle Certified Private Label certification.

6 Process

6.1 An OEM indicates to C2CPII its intent to include a Private Label Product into its scope of certification.

6.2 C2CPII provides the OEM and Private Label certification applicant company with a documentation form to verify the Private Label Product meets the conditions for inclusion into the scope of certification.

6.3 Upon receipt of Private Label Product verification documentation, C2CPII may elect to expand the scope of certification to include the Private Label Product.

6.4 C2CPII informs the OEM of its decision.

6.5 If approved, the C2CPII contacts the Private Label Entity with the necessary documentation, including a Certification Agreement, for inclusion of its Private Label Product into the scope of certification.

6.6 Upon execution of the legally binding agreement to the terms and conditions of certification, and payment of appropriate fees to the C2CPII, the Private Label Entity may declare its Private Label Product to be Cradle to Cradle Certified.

7 Intermediary Agents

To the extent the Private Label Entity relies upon any Intermediary agent(s) (such as traders, brokers or distributors), all intermediary agents must complete and sign the Certificate Product Private Label Verification Form so as to establish a chain of custody and authenticity that the Private Label Product is the same as the OEM certified product.