



# **Trademark Use and Surveillance Policy**

## **The Cradle to Cradle Certified™ Products Program**

**Version 1.0**

**2016**

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## **Trademark**

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Cradle to Cradle® and C2C® are registered trademarks of MBDC, LLC.

For more information about the Cradle to Cradle Products Innovation Institute and the Cradle to Cradle Certified Products Program, visit [www.c2ccertified.org](http://www.c2ccertified.org).

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**THE CRADLE TO CRADLE CERTIFIED PRODUCTS PROGRAM  
TRADEMARK USE AND SURVEILLANCE POLICY REVISION HISTORY**

<b>REVISION</b>	<b>SECTION</b>	<b>TYPE OF CHANGE</b>	<b>DATE</b>	<b>AUTHORIZED BY</b>
1.0	Initial Release		January 21, 2016	S. Klosterhaus

# 1 General

## 1.1 Purpose

This policy is intended to delineate actions and processes relating to proper use conformance of the *Cradle to Cradle Certified™* Product certification mark.

## 1.2 Applicability

This policy is applicable to all activities related to the use of the Cradle to Cradle Certified Product certification marks by the Cradle to Cradle Certified Products Institute, the Cradle to Cradle Certified Products program, certificate holders, as well as any and all authorized entities using the Marks, including for example their agents, subsidiaries, affiliates and other entities related to any of the aforementioned entities who are authorized to use or affix the Marks. It may also be referenced and cited by users of Cradle to Cradle Certified products, or any member(s) of the public or its representatives with interest in the program, the mark, or entities using the Mark.

## 2 Normative References

ISO/IEC 17065-2012: *Conformity assessment – Requirements for bodies certifying products, processes, and services*

ISO Guide 27: *Guidelines for corrective action to be taken by a certification body in the event of misuse of its mark of conformity*

## 3 Definitions

Unless the context otherwise clearly indicates, with respect to the following defined words used in this policy document, the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine

Client: An entity seeking or holding Cradle to Cradle certification for its product(s).

Certification Scheme: The overall system for ensuring consistent application of the *Cradle to Cradle Certified Product Standard* for the purpose of certifying product(s).

Cradle to Cradle Products Innovation Institute (C2CPII): The 501(c)(3) organization based in San Francisco, California that is responsible for promulgating the adoption of Cradle to Cradle® principles; and administering and maintaining the *Cradle to Cradle Certified Product Standard*.

Cradle to Cradle Certified Products Program (CPP): The program operating within the C2CPII that oversees and conducts certification activities in accordance with ISO 17065.

Cradle to Cradle Certified Products certification mark (the Mark): The Mark licensed by a client to represent certified conformance to the *Cradle to Cradle Certified Product Standard*.

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

*Cradle to Cradle Certified Products Program Trademark Use Guidelines*: The document that delineates and demonstrates the proper application(s) of the Cradle to Cradle Certified Product certification mark.

Misuse: Any use of the Cradle to Cradle Certified Product certification mark that does not conform to the terms set forth in the Trademark License Agreement or is not applied in accordance with the *Cradle to Cradle Certified Products Program Trademark Use Guidelines*.

Misuser: Person or entity engaged in the misuse of the Cradle to Cradle Certified certification mark.

Surveillance: Activity conducted for the purpose of monitoring the use of the Cradle to Cradle Certified Product certification mark.

Trademark License Agreement (TLA): The legally binding document that licenses a Client to use and affix the Marks and further governs the use of the Marks and participation in the Certification Scheme.

## **4 Conditions**

#### **4.1 Active certification requirement**

To use the mark in any way, a product must be actively certified in accordance with the *Certification Scheme for the Cradle to Cradle Certified Products Program*, and the person or entity proposing to use or affix the Marks must have executed a TLA licensing the use or affixation of such Marks.

#### **4.2 Conformance**

Adherence to the terms stated in the TLA and application of the mark in accordance with the *Cradle to Cradle Certified Products Program Trademark Use Guidelines* shall constitute conformance with the conditions for proper use.

#### **4.3 Non-conformance**

Non-conformance shall be identified by any use of the mark that does not meet the requirements delineated in the TLA, or is not applied in accordance with the Trademark Use Guidelines. Infringement, or any other unauthorized use or misuse of the Mark by parties not engaged in the Certification Scheme shall also be considered a non-conformance under this policy.

### **5 Surveillance**

In accordance with the certification scheme, surveillance is required as a condition for maintaining certification.

#### **5.1 Conducting surveillance**

5.1.1 Surveillance may be conducted by

- a) CPP staff
- b) Agents of the C2CPII
- c) Entities operating within the Certification Scheme
- c) The public, or its representatives
- d) Governmental agencies

5.1.2 Surveillance shall be conducted with appropriate rigor to yield a clear indication(s) of the existence of non-conformance, and to document and

memorialize such indication(s) of non-conformity, including for evidentiary purposes.

## **5.2 Surveillance output**

Should surveillance indicate non-conformance, details and supporting evidence shall be submitted to the CPP.

## **5.3 Qualification**

The CPP staff shall solely determine the validity of the reported non-conformance, except in cases involving governmental entities.

# **6 Addressing non-conformance**

## **6.1 Evaluation**

6.1.1 The CPP staff shall begin a corrective action process by identifying and defining the non-conformance.

6.1.2 The CPP staff shall determine the scope of non-conformance.

- a) Products affected
- b) Point(s) of non-conformance (on-product, in advertising, point of sale, sales/marketing materials, etc.)
- c) Duration of non-conformance
- d) Volume of products affected by non-conformance
- e) Person(s) and/or entities responsible for non-conformance
- f) Commercial impact of non-conformance, including any sales or other commercial advantages gained through non-conformance
- g) Tangible impact of non-conformance, including any adverse impact on the consuming public, the environment, etc.
- h) Other relevant factors, including the intent (if any) behind the incident of non-conformity

### **6.1.3 Documentation**

- a) The non-conformance shall be documented with supporting evidence.
- b) The scope of non-conformance shall be documented.



## **6.2 Planning corrective action**

6.2.1 The CPP staff may seek the aid of legal counsel or other qualified outside resource to determine an effective course of corrective action. Where indicated by this determination, legal counsel located in the jurisdiction of the non-conformance may be consulted or retained.

6.2.2 A corrective action plan shall be developed to address non-conformance. This plan shall consider relevant factors to attain an effective outcome.

- a) Scope of misuse
- b) Intent of misuse
- c) Impact of misuse
- d) Type of entity misusing the mark
- e) Other factors affecting remediation

6.2.3 A corrective action plan shall cover

- a) Appropriate method(s) for initially engaging the misuser
- b) Notification of non-conformance to misuser
- c) Determination of certification status during corrective action
- d) Corrective action requirements
- e) Special Conditions (e.g. disposition of non-conforming existing materials, inventories, etc.)
- f) A timeline for resolution

## **6.3 Notification of non-conformance**

6.3.1 Notification of non conformance shall be directed to the person(s) or entity responsible for the non-conformance in accordance with the corrective action plan.

6.3.2 Notification of non-conformance shall include clear communication of non-conformance supported by documentation and evidence.

6.3.3 Notification of non-conformance may include legal reference(s) relevant to remediation of the non-conformance.

## **6.4 Corrective Action**

6.4.1 Corrective action shall be initiated and implemented by appropriate qualified persons, individually or in conjunction with one another.

- a) CPP staff

- b) Legal counsel retained by the CPP
- c) Additional legal counsel located in relevant jurisdictions
- d) Oversight bodies
- e) NGOs
- f) Governmental agencies

6.4.2 Corrective Action requirements shall be sufficient to achieve conformance, provided however that CPP shall be authorized to pursue all legal remedies and equitable relief for any harm caused to the Marks, the CPP, C2CPII, or MBDC.

## **6.5 Resolution**

6.5.1 The non-conformance shall be closed when the CPP informs the person(s) or entities responsible for the misuse that the matter has been resolved by fulfilling the corrective action requirements.

6.5.2 Resolution may require additional communication by any person(s) or entities involved in the remediation process. These communications may be to customers, stakeholders, governmental agencies, general public, or other interested parties.

## **6.6 Non-compliance**

In the event the misuser does not cooperate with, or does not enact the corrective action requirements of the CPP, the CPP shall proceed using any or all available legal and equitable measures to ensure the misuser complies with the CPP.

## **6.7 Documentation**

6.7.1 The notification of non-conformance shall include

- a) Delineation of the non-conformance
- b) Evidence of the non-conformance
- c) A requirement for misuser to counter-sign the notification to acknowledge receipt of the notification and understanding of its contents

6.7.2 The remediation agreement shall include

- a) Remediation Requirements
- b) Special conditions (e.g. disposition of non-conforming existing materials, inventories, etc.)
- c) Dates for meeting the requirements
- d) Appropriate legal language, including for example an undertaking by misuser to engage appropriate preventative measures against any future misuse
- e) Signature of the misuser agreeing to the terms and conditions for remediation

6.7.3 Additional documentation may be required.

- a) Public announcements
- b) Communication with misuser's customers
- c) Stakeholder communications
- d) Documents required by government agency or other relevant entity
- e) Other documentation deemed essential to attain conformance

6.7.4 Resolution of the non-conformance shall be documented

- a) The person(s) or entity responsible for the misuse shall be informed of the resolution.
- b) A resolution agreement shall be executed.
- c) If determined to be a necessary condition of resolution, additional communication shall take place as directed.

6.7.5 Non-compliance

All actions taken to address non-compliance shall be documented.

## **7 Records**

Records of activity relating to trademark misuse shall be retained in accordance with the *Cradle to Cradle Certified Products Program Policy for Document and Record Control*, and as required by law, or required by any other organization governing the activities of the CPP.