

**LETTER OF PARTICIPATION/COMMITMENT FOR ASSOCIATE
MEMBERS TO THE A.I.S.E. CHARTER FOR SUSTAINABLE
CLEANING – Version 2010**

(Ver. 1 October 2010)

A COMMITMENT by _____
("the Company") with a principal place of business at _____
et des Produits d'Entretien aisbl with its legal seat at 15A, Herrmann Debroux, 1160
Brussels, Belgium ("A.I.S.E."), dated _____, _____

WHEREAS

The Charter for Sustainable Cleaning ("Charter 2005") is a voluntary industry scheme developed by A.I.S.E. and launched on 1 December 2004. It is intended to promote sustainable development in the manufacture of household / industrial cleaning and maintenance products placed on the market in the Charter 2005 region;

Charter 2005 requires manufacturing companies, which may join the scheme as Ordinary Members, to have in place systems for continual assessment and review of sustainability performance at every important stage of the manufacturing process; such companies are entitled to use the Charter 2005 Trademarks;

Associate Membership provides the framework for non-manufacturing companies to work in partnership with their supplying or sub-contracting manufacturers to meet the general requirements of Charter 2005 and to use the Charter 2005 Trademarks on products;

Charter 2005 has been upgraded in 2010 with a view to ensure its continued relevance with regard to sustainability ("Charter 2010"); such upgrades may be introduced in the future by A.I.S.E. at any time and following consultation with all interested parties; Charter 2005 members, both Ordinary and Associate, are encouraged but not obliged to upgrade to Charter 2010;

Charter 2010 builds on the Charter 2005 principles and mainly adds a product dimension to which companies can voluntarily participate and under which they can indicate that their products meet advanced sustainability criteria defined by A.I.S.E. for specific product categories, the "Advanced Sustainability Profiles" ("ASP"); Charter 2010 terms, conditions and operating rules ("Operating Rules") are provided in Appendix 4;

A.I.S.E. commits to establish ASPs for those product categories covered by A.I.S.E. and where companies have manifested interest, and to keep those established ASPs up to date;

The ASPs will be updated on a regular or a need basis after consultation of the Charter 2010 member companies and with appropriate transitional arrangements so as to maintain a satisfactory level of sustainability throughout the duration of the scheme;

Charter 2005 may be phased out in the future subject to sufficient migration of Members to Charter 2010;

Associate Membership Agreement Version 2010 provides the framework for non-manufacturing companies to work in partnership with their manufacturing suppliers or sub-contractors to meet the upgraded requirements of Charter 2010 Sustainability Procedures, use the Advanced Sustainability Profiles as relevant, and participate in the reporting requirements of the Key Performance Indicators;

The company named on the unit of final consumption of a product and to whom any complaint would normally be addressed by the user or consumer is regarded as the company responsible ("Company Responsible") for the purposes of Charter 2010 and this Agreement;

Products may bear the Charter 2010 Trademarks on pack and in related information provided those products have been manufactured by an Ordinary Member of Charter 2010 under the Charter 2010 Operating Rules;

Any manufacturer of products which can independently meet the full verification and reporting conditions of Charter 2010, whether it is a Company Responsible or not, may apply to be admitted as an Ordinary Member of Charter 2010 subject to the eligibility criteria;

In the case where a Company Responsible is not the direct manufacturer but has sourced a product from an Ordinary Member of Charter 2010, the Company Responsible may use the Charter 2010 Trademarks on or in relation to the product in question through Associate Membership of Charter 2010;

Where an Associate Member was committed to Charter 2005 under the previous Associate Membership Agreement, upgrading to Associate Membership Agreement Version 2010 is necessary for using the ASP system but does not exclude the possibility to continue to use Charter 2005 Trademarks on products manufactured by Ordinary Members remaining in Charter 2005; Associate Members committing to Charter 2010 may benefit from the use of the Charter 2005 Trademarks on products manufactured by Ordinary Members remaining in Charter 2005.

The Company has applied to the A.I.S.E. to be recognised as an Associate Member of Charter 2010 and has agreed to make the commitments set out below;

A.I.S.E. is satisfied that the Company currently meets the eligibility requirements of Charter 2010;

With regard to the Products listed in Appendix 2 to be manufactured following the Charter 2010 requirement, and/or for which an ASP is claimed, where the Company was committed to Charter 2005, commitment to Charter 2010 automatically terminates any previous commitment to Charter 2005 with the Company following the rules defined to ensure transition between Charter 2005 and 2010 as laid down in the Operating Rules;

This Agreement confers upon the Company the rights of Associate Membership;

Now the Company **HEREBY COMMITS** to the following:

1. The Operating Rules of Charter 2010 as provided in Appendix 4 shall be an integral part of this Agreement and shall be incorporated in this Agreement by this reference;
2. To support continual improvement in sustainability of the soap, detergent and maintenance sector as contained in the aims of Charter 2010, and to encourage and to assist implementation of improvements; also to strive to do nothing that may be detrimental to the aims of Charter 2010 or may bring Charter 2010, A.I.S.E. or its members into disrepute;
3. Relevant Products placed on the market under its name as a Company Responsible and bearing the Charter 2010 Trademarks for products for which no ASP is claimed/available shall have been manufactured either
 - i) by a manufacturing company fully admitted as an Ordinary Member of Charter 2010,or
 - ii) by a manufacturing supplier or sub-contractor acting together with the Company and having been verified jointly with the Company on the same basis as applies to a Charter 2010 Ordinary Member.

In addition, Products for which an ASP is claimed shall have been manufactured at a site included within the CSP verification of the Charter 2010 Ordinary member and shall meet all other requirements of the Operating Rules in Appendix 4.

4. In the case of 3 ii) above the right to use the Charter 2010 Trademarks on pack or in related information applies only to the Company's products which have been covered by CSP verification. This right does not confer on the Company or the supplier or the sub-contractor any general right to use the Charter 2010 Trademarks on other products.
5. To inform A.I.S.E. upon initial commitment and for each subsequent update using the form provided in Appendix 2, of products participating in Charter 2010, and to inform A.I.S.E. using the form provided in Appendix 3 of Products for which relevant ASP status is claimed.
6. To co-operate with A.I.S.E. and Ordinary Members for the purpose of independent external verification.
7. To provide such information as Charter 2010 Ordinary Members may reasonably request to meet their Key Performance Indicators ("KPI") reporting obligations under Charter 2010, and in the case of 3 ii) above to accept responsibility for ensuring the KPI reporting obligations are respected.
8. To comply with the terms of the Trademark Licence granted as part of this Agreement.
9. To comply promptly with any request from A.I.S.E. to confirm compliance with this Agreement or the Trademark Licence.
10. The Company acknowledges that amendments to the Charter 2010 Operating Rules, and in particular to the ASPs, that were not foreseen at the time of signature, may be introduced on a regular or on a need basis with appropriate transitional arrangements and after consultation with all Charter 2010 member companies; the Company accepts the implementation of these amendments;
11. This Agreement shall remain in full force and effect until terminated either:
 - i) by the Company at any time serving a prior written notice of no less than six (6) months by registered mail upon A.I.S.E. of it withdrawing from Charter 2010 or
 - ii) by A.I.S.E. serving a prior written notice of no less than six (6) months by registered mail upon the Company following the Company's failure to meet material requirements under the Charter and/or this Commitment and /or being in a material breach of the terms of the Trademark Licence. A.I.S.E. must provide the Company with written notice to the Headquarters Address specifying the Company's material failure or material breach. If such failure and/or breach is remedied by the Company within sixty (60) days from receipt of such notice the termination by A.I.S.E. for the respective failure or breach shall be null and void or
 - iii) by A.I.S.E. serving a prior written notice of no less than twelve (12) months upon the Company following a decision by A.I.S.E. to terminate Charter 2010 for legal or regulatory reasons or with a view to implementing a major upgrade of Charter 2010.

In case the Company is dissatisfied with any decision of A.I.S.E. in relation to Charter 2010 on grounds that it may prejudice its interests, the parties shall first seek to settle the matter out of court. Should this fail either the matter shall be submitted solely and exclusively to binding arbitration in accordance with the rules and procedures of the Belgian Center for Mediation and Arbitration (CEPANI).

It is further agreed between the parties that any hearing shall be held in Brussels, Belgium, that the proceedings shall be conducted in the English language and that the arbitral tribunal shall be composed of one (1) arbitrator.

In construing and interpreting this Agreement, the arbitrator shall be bound by and shall apply the laws of Belgium.

The decision of the arbitrator shall be final and binding upon the parties and judgement upon award may be entered into and enforced by any court having jurisdiction thereof.

Costs will be dealt with according to the standard practices of CEPANI.

This Commitment and the rights, duties and responsibilities of the Company and A.I.S.E. under Charter 2010 shall continue in full force and effect during any notice period.

I hereby confirm that I have read the Operating Rules.

.....
(Signature)

.....
(Name and position)

Please add your contact details:

Company name:

Title:

First name:

Name:

Position:

Address:

.....

.....

Telephone:

Fax:

Email:

APPENDIX 1

List of countries for which the Company commits to the A.I.S.E. Charter for Sustainable Cleaning

(please tick as appropriate)

EU:

- All
- Austria
- Belgium
- Bulgaria
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Ireland
- Italy
- Latvia
- Lithuania
- Luxembourg
- Malta
- Netherlands (The)
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Sweden
- United Kingdom

Others:

- Iceland
- Norway
- Switzerland
- Liechtenstein

APPENDIX 2

**A.I.S.E. Charter for Sustainable Cleaning, 2010 Upgrade
Associate Membership Overall Declaration**

_____ (“Company”) hereby declares that the following supplied Products have been produced by a supplier which has successfully passed the entrance check by an external verifier according to the principles of the Charter for Sustainable Cleaning:

<u>Brand</u>	<u>Product category</u> (e.g. softener, fabrics, ...)	<u>Product type</u> (e.g. regular, concentrated, doses, ...)	<u>Size</u> (e.g. 1 litre, 2 kg., ...)	<u>Supplying company</u>	<u>Provider</u>
...	
...	
...	
...	

By “Products” it should be understood Stock Keeping Units (SKUs) for one brand variant with the same formulation per country.
An SKU is a number assigned to an item that describes its unique characteristics.

The information in this table will be kept confidential to the A.I.S.E. Secretariat and the external Verifier carrying out verifications on the Company’s Products.
The Associate Member can only place the Charter 2010 Trademarks on the Products that are listed in this table and are supplied by a company which has successfully passed the entrance check by an external verifier according to the Operating Rules of the Charter for Sustainable Cleaning – Version 2010.

This table needs to be updated each time the Associate Member intends to use the Charter 2010 Trademarks on an additional product.

Please send the completed annex to:
A.I.S.E. · Avenue Herrmann Debroux 15 A · B-1160 Brussels;
info@sustainable-cleaning.com · Fax: 00 32 2 679 62 79
(This information will stay only be accessible to A.I.S.E. and its independent verifier)

Date: .././....

Name and Signature:

This appendix is available in Word format to facilitate the declaration.

APPENDIX 3

A.I.S.E. Charter for Sustainable Cleaning, 2010 Upgrade Products for which the Company is claiming the ASP logo

_____ (“Company”)
hereby declares that the following Products fulfill the relevant ASP criteria and carry the ASP
Charter logo.

“Products” means all Stock Keeping Units (SKUs) for one brand variant with the same formulation
per country. An SKU is a number assigned to an item that describes its unique characteristics.

NB: A new ASP assessment has to be done

- as soon as an upgraded ASP version for a product category has been activated
- as soon as a product has been re-formulated

In case of a new ASP assessment or the manufacturing of an ASP product has been
terminated, this table needs to be updated and provided to A.I.S.E.

Date: .. /.. /....

Name and Signature:

Please send the completed annex to:

A.I.S.E. · Avenue Herrmann Debroux 15 A · B-1160 Brussels;

info@sustainable-cleaning.com · Fax: 00 32 2 679 62 79

(This information will stay only be accessible to A.I.S.E. and its independent verifier)

ASP product category and version (year)	Product / Brand name / SKU reference	Version of Product / Brand name / SKU reference	Country	Provider

This appendix is available in Word format to facilitate the declaration.

Appendix 4

Charter 2010 Operating Rules

The Operating Rules can be downloaded at the following address:

http://www.sustainable-cleaning.com/content_attachments/documents/Charter2010_OperatingRules_ver01_October2010.pdf