



Association Internationale de la Savonnerie, de la Détergence et des Produits d'Entretien
International Association for Soaps, Detergents and Maintenance Products

A.I.S.E. CHARTER FOR SUSTAINABLE CLEANING

Charter distributors clarification note

(Version 1.4, 8 December 2005.)

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1 Introduction

The Charter¹ addresses sustainability in the manufacture of household and cleaning products placed on the market in the A.I.S.E. Region. A.I.S.E. recognizes that distributors, retailers, importers and other organisations placing such products on the market, under their own name but not manufactured by them, share the same interest as manufacturers in promoting sustainability, and will have an important role in contributing to the success of the Charter.

The purpose of the Charter is to promote continual improvement in product sustainability in the entire household and cleaning product industry. Therefore the Charter scheme specifically offers such non-manufacturing organisations a simple route to participate.

2 Definitions

Manufacturing Company: A manufacturing company of cleaning products and/or systems belonging to the industry sector (A.I.S.E. definition).

Member Company: A manufacturing company member of a National Association member of or belonging to the A.I.S.E network.

Non-Member Company: A manufacturing company belonging to the industry sector but not a member of a National Association belonging to A.I.S.E.

Ordinary Member of the Charter: A manufacturing company as defined in categories which has been admitted to the Charter, fulfilling all Charter obligations (entrance check, correct CSP and KPI reporting, etc.).

Distributor: A non-manufacturing company; included are retailers, wholesalers, importers and other distributors who are placing cleaning products or cleaning systems on the market under their own name (i.e., own label, private label, or retailer label).

Associate Member of the Charter: Distributors which have confirmed to A.I.S.E. that their supplier(s) are Member of the Charter, signed the Associate Membership agreement, as well as the licence agreement.

Company Responsible: The company named on the unit of final consumption of a Relevant Product and to whom any complaint would normally be addressed by the user or consumer.

Relevant product: Household and industrial cleaning and maintenance products placed on the market in the Charter region. Relevant Products may bear the Charter Logo on pack and in related information provided those products have been manufactured under the conditions applying to Ordinary Members of the Charter.

Verifier: An auditing company which has met the acceptance criteria as defined by A.I.S.E. for becoming an official verifier to the Charter.

¹ This document is intended for readers who already have some basic knowledge of the Charter and its principles. Should you need additional background to better understand this document, please visit the explanatory pages on www.sustainable-cleaning.com

3 Basic Principle

Associated members are allowed to use the Charter logo only for those products of manufacturers that are committed to the Charter. This means that relevant products may bear the Charter Logo on pack and in related information provided those products have been manufactured by a supplier that is in one of the two situations below:

- Either the **supplier offers a “full service”** to the distributor; in this case, the supplier is responsible for all the Charter Sustainability Procedures (CSP's). As soon as the supplier is an ordinary member of the Charter, the distributor only has to sign the associate membership agreement (AMA) in order to be associated to the Charter.

A distributor using the Charter symbol on or in relation to a relevant product, has the direct responsibility of ensuring that the manufacturer of the product is an ordinary member of the Charter.

There is no charge to the distributor for the licence. However, a manufacturer which is not a member of a national association will pay an annual administration fee of Euro 1500 to A.I.S.E. to become an ordinary member of the Charter. Members of national associations do not pay this administration fee.

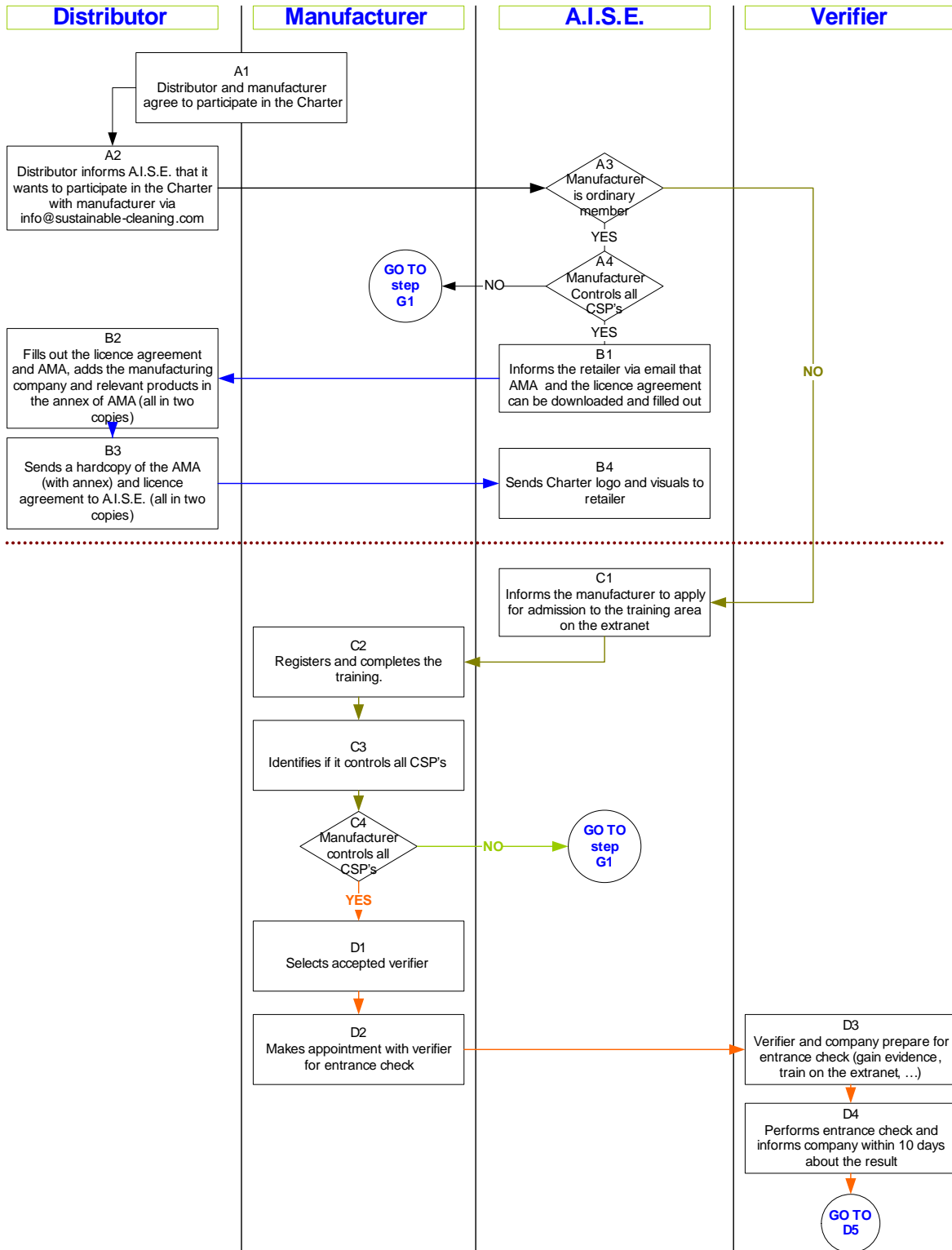
A list of manufacturers which are ordinary Charter members is given on the public Charter website as well as an overview of participating distributors.

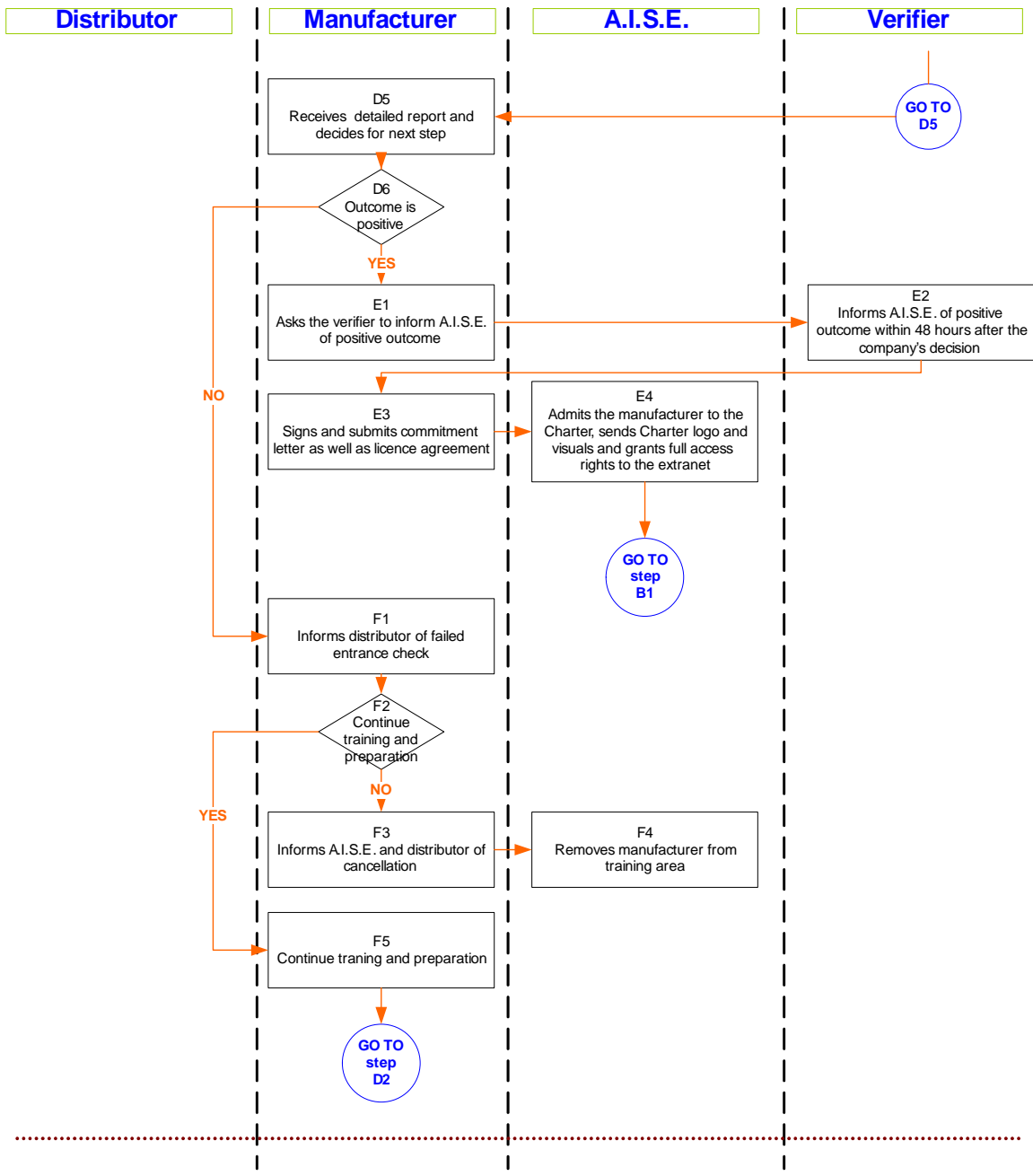
- If the **supplier is responsible for a part of the CSP's and the distributor for another part**, the Company Responsible has to collect all the necessary information from the manufacturing supplier or sub-contractor in order to produce supporting documents and evidence for all CSP's (under control of both parties, distributor and manufacturing company). This joint verification process will be conducted on the same basis as applies to an Ordinary Member. The verification process should take place at the location and in a way that would facilitate the verifier's work.

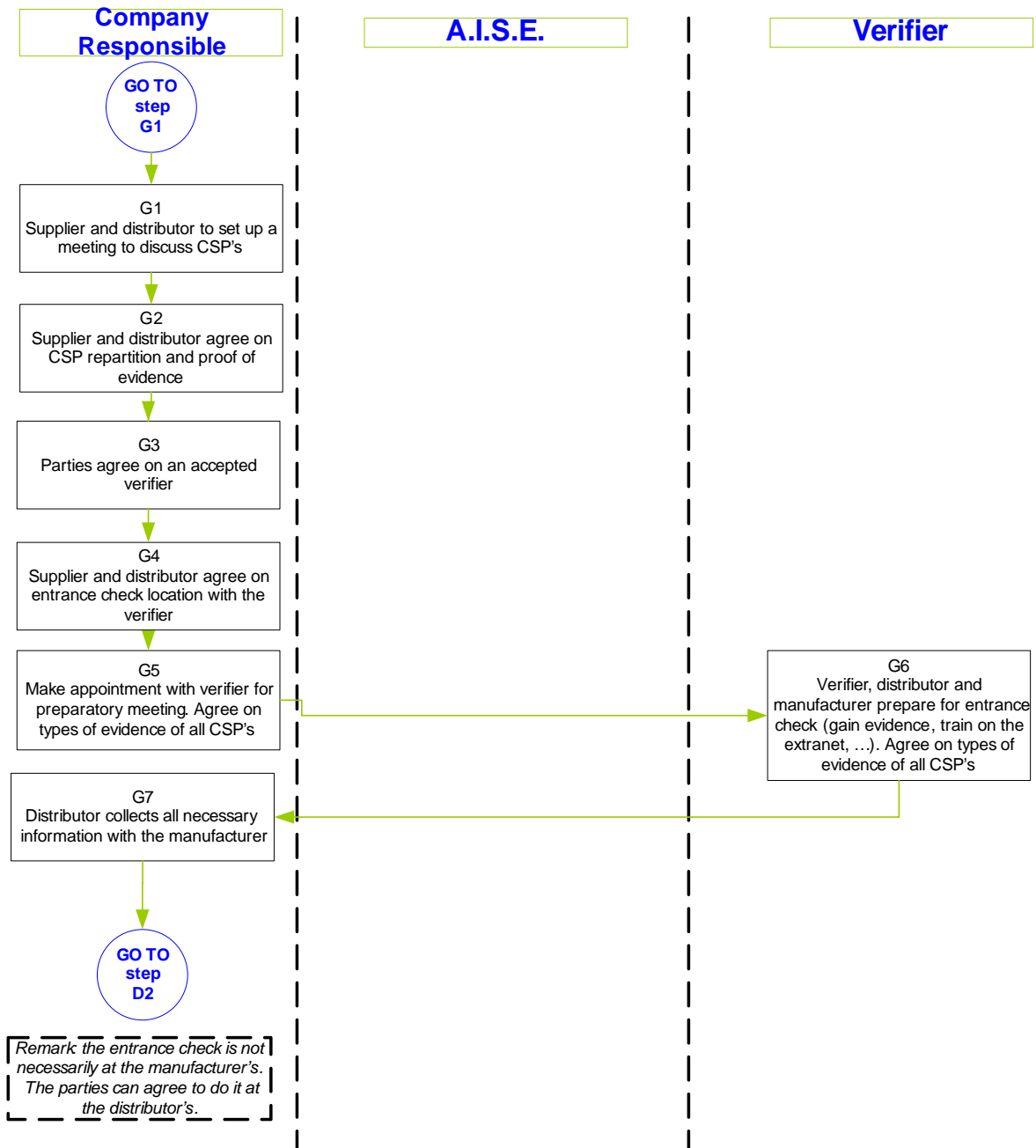
In the case of joint CSP control, the Charter Logo may only be used on pack or in related information of Relevant Products which have been the subject of verification. Unlike an ordinary member, the distributor nor the manufacturer have any general right to use the Charter Logo on other products.

In both cases, the Company Responsible is responsible for collecting the information and organizing the entrance check with the verifier. Of course, by signing the AMA, the distributor commits to deliver the necessary information (CSP and KPI) and to respect the guidelines relative to the Charter.

4 Entrance check process







5 Products manufactured outside the Charter Area

The Charter is primarily concerned with promoting the sustainability of products placed on the market in the Charter area (EU 25 + Iceland, Norway and Switzerland).

Where a product is manufactured outside the Charter area and is imported and placed on the market of one or more countries within the Charter area by a non-manufacturing organization (or by the manufacturer) as company responsible, the Charter does not prevent that product from bearing the Charter symbol provided that the manufacturer is a full member of the Charter.

Exactly the same commitments to the CSPs and verification process apply to manufacturers situated outside the Charter area as to those situated inside the Charter area.

KPI reporting by manufacturers outside the Charter area will be likewise required but only the data relating to KPIs '4 - Consumer and customer safety' and '5 – Consumer user information' will be aggregated with the data from manufacturers inside the Charter area; the other data will be kept separate in order to avoid distortion of the overall picture in the Charter area.

A.I.S.E. may decide to aggregate the data of the other KPI's in a later stage in case there is no risk of distortion.

The minimum requirement of 50% of the production being covered by the entrance check and 75% within three years for imported products / products produced outside the Charter area will be applied in the following way:

- the manufacturer (= supplier to the distributor) has to report his total production destined for the Charter area as well as;
- the amount which is covered by his commitment to the Charter, which needs to be at least 50% at the date of the entrance check and 75% within three years, when all CSP's have to be implemented;
- The manufacturer strives to cover 100% of his production destined for the Charter area by the Charter.

6 Agreement and Licence

Distributors wishing to use the Charter symbol will be asked to sign an **Associate Membership Agreement (AMA)** and a **Licence Agreement** granting the appropriate permissions.

Associate Membership Agreement:

- Sets out the terms under which a distributor participates in the Charter, namely as 'Associate Member';
- Stipulates that distributors are required to support their suppliers in their CSP and KPI reporting to A.I.S.E.;
- Obliges the distributor to inform A.I.S.E. appropriately (while respecting confidentiality) about his supplying manufacturers and their membership of the Charter.
- Includes the notice periods for termination;
- Requires the distributor to observe the licence agreement;
- Refers to the condition that participating distributors will be listed on the Charter public website as associate member;

Copies of this Letter can be downloaded from the Charter website (www.sustainable-cleaning.com). It must be signed by the distributor and returned as a paper copy to A.I.S.E. along with the Licence agreement. An annex to the AMA has to be sent to the Project Manager of

the Charter (Deloitte) and will provide him with information on the distributors supplying manufacturers. This is necessary to identify the products to which the Charter applies. This annex will be treated with the utmost confidentiality and the Project Manager will sign accordingly a non-disclosure commitment.

Licence Agreement:

This Agreement contains the detailed permissions and conditions for use of the Charter symbol which is a registered trade mark. Copies of this Agreement can be downloaded from the Charter website (www.sustainable-cleaning.com). It must be signed by the non-manufacturing organization and returned as 2 paper copies to A.I.S.E. along with the Charter Agreement Letter.

7 KPI reporting

Distributors and their supplier also have the obligation to meet their KPI reporting obligations under the Charter, just as Ordinary Member do. By analogy with the CSP control, there are two possibilities as to KPI obligations:

- Either the **supplier offers a “full service”** to the distributor; in this case, the supplier owns and controls all relevant information for all applicable KPI's. The supplier is solely responsible for the KPI reporting obligations. There is no further interaction with the distributor.

The procedure to be followed is further detailed in: “KPI reporting specifications” which can be found on the extranet. The procedure is the same as for an Ordinary Member.

- If the **supplier owns and controls relevant information on some KPI's and the distributor on other KPI's**, there is a joint responsibility for KPI reporting obligations.

The supplier and the distributor have to collect all necessary information in order to report properly and timely on all applicable KPI's. Therefore there is a need for a good collaboration and interaction between the distributor and its suppliers.

Apart from the joint responsibility and information exchange between both parties, the reporting procedure for the supplier remains the same as for an Ordinary Member. The procedure is further detailed in: “KPI reporting specifications” which can be found on the extranet.

8 Questions and Answers

1) How do non-manufacturing organisations apply?

Non-manufacturing organizations can directly apply (via the Charter website) for a licence to use the Charter symbol. A.I.S.E. provides a standard ‘Associate Membership Agreement Letter’ and ‘Licence Agreement’ for signature, and these can be found on the Charter website. The Charter Agreement Letter commits the company to observe the aims and objectives of the Charter, and the Licence Agreement grants the right to use the Charter symbol.

2) Can a manufacturer apply on behalf of a distributor?

No. The distributor must apply directly to A.I.S.E.; a manufacturer may assist the distributor by obtaining the documents on its behalf, but the documents must be signed by the distributor and returned direct to A.I.S.E.

3) Can a manufacturer sub-licence the Charter symbol to a distributor?

No, there must be a direct contractual relationship between the A.I.S.E. and the distributor.

4) Are there any costs involved in the grant of the Licence?

No, the licence is granted free of charge to distributors and member companies.

5) Are there any costs involved for a manufacturer of an own label, private label or retailer label product requested by a distributor to become a member of the Charter

If the participating supplier to the distributor is not a member of a National Association belonging to A.I.S.E. the supplier should pay an annual administration fee of 1500 Euro. This is also stipulated in the non-member version of the company commitment letter.

6) Does the manufacturer of an own label, private label or retailer label product have to be a member of A.I.S.E. or of a National Association belonging to A.I.S.E. in order to apply to be a member of the Charter?

No. See also the answers on the previous questions as well as the main introduction to the Charter.

7) Does the distributor have to be a member of A.I.S.E. or of a National Association belonging to the A.I.S.E.?

No.

8) Can a distributor apply the Charter logo to products having not been manufactured by a company member of the Charter (even if it is the same brand)?

No. The logo may only apply to the products that are produced by either a supplier who is a full Member of the Charter or by a supplier that passed the joint entrance check together with the distributor. In both situations, only the products covered by the concerned supplier are entitled to wear the Charter logo.

9) How will A.I.S.E. enforce these rules?

If information is received by A.I.S.E. about any contravention of this condition, A.I.S.E. will seek an assurance that the *company responsible* is in full compliance; in the absence of this assurance the right to use the trade-marked Charter symbol will be withdrawn according to the terms laid down in the Licence Agreement.

10) How long does the licence last?

There is no fixed time limit; as long as the participating supplier(s) and NMO fulfil all obligations of the Charter.

11) Will the Charter be revised from time to time?

A.I.S.E. reserves the right to modify the Charter at any time. However, it is not expected that major revisions to the Charter will be made more frequently than at three year intervals. Issues and queries relating to its operation, and proposals for modification, may raise with the A.I.S.E. Charter Steering Group at any time.