

## **SMK GENERAL CERTIFICATION CONDITIONS**

### **Valid for Milieukeur, On the way to PlanetProof, and Barometers**

*These general certification conditions relate to the use of the certification schemes that SMK develops and manages. The certification conditions apply to certification bodies that are licensees of SMK and companies that have applied for or obtained a certificate, namely certificate holders. Certification bodies declare that they agree with these certification conditions by signing a licensing agreement with SMK. Certificate holders agree to these certification conditions by applying for a certificate at a certification body. The appendix to these conditions contains a list of definitions, in which these and other terms are explained.*

*These general certification conditions replace the Milieukeur Certification System Regulations and General requirement applicable to Milieukeur and are part of the certification standards of SMK. The Milieukeur Certification System regulations and General Requirements cease to apply when these certification conditions come into effect. The current and applicable version is published on the SMK website, [www.smk.nl](http://www.smk.nl).*

#### Article 1. Standards

1. SMK lays down such criteria for product groups that if a product has a quality mark or certificate, the consumer or buyer knows for certain that the product or service complies with strict environmental standards. Naturally, products eligible for a quality mark are of more than sufficient functional quality.
2. The criteria that apply to products, product categories, or services are included in a certification scheme. SMK holds the rights to this scheme.
3. By signing a contract with the certification body, applicants undertake to be bound by these general certification conditions and may acquire the right to use the quality mark for their product, provided that this product complies with the criteria laid down by SMK.

#### Article 2. Registration, investigation, assessment, and supervision

1. If an applicant wishes to obtain a certificate for a product or service, it must make a written application for a certificate to one of the certification bodies. The applicant signs a contract with the certification body.
2. The applicant or certificate holder shall provide the certification body with all the information required for certification. The applicant or certificate holder shall cooperate with all inspections (planned and unplanned) and assessments that take place within the framework of the certification.
3. The certification body will assess whether the service, product, and/or the production process meets the required standards. The result of the initial investigation – the investigation preceding certification that may involve several partial investigations – must comply with the norm value. The certification body must periodically (usually once a year) re-investigate the product and production process, in accordance with the frequency specified in the applicable certification scheme. Certification is conducted by a certification body in accordance with the NEN-EN-ISO/IEC 17065 standard.
4. If any complaints are received, it is possible to conduct an additional assessment (see Article 9). The result of an annual or additional assessment will be deemed unsatisfactory if it deviates negatively from the norm value. The sanctions that can be imposed by the certification body are set out in Article 12. The applicant is liable for the cost of the assessment.
5. A certificate will be issued only if the company meets at least the mandatory requirements of the scheme and consents to these general certification conditions. During the periodic inspection or assessment, it is stated for each agro/food

scheme whether nonconformity with these mandatory requirements is permitted. The requirements are divided into three levels: *Minor*, *Major* and *Critical Major*. If a *Minor* nonconformity is established, the certificate holder is given a maximum of six months to repair it. A *Major* nonconformity must be repaired within one month. If the certificate holder has not complied with its obligations by the end of the agreed period, the certificate is revoked. A *Critical Major* leads to the immediate revocation of the certificate and exclusion for a maximum of one year. The period for repairing an established nonconformity begins on the date the certification body sends its decision to the certificate holder. A certificate holder/participant is always given the opportunity to demonstrate that a nonconformity was wrongly established.

6. A report will be made of the assessment within two months or within such other pre-agreed period following acceptance of the application. The applicant will be notified of the decision on whether to grant the certificate within one month of the report being prepared. Such decisions must be able to satisfy a test of reasonableness. Any dispute in this regard will be determined by binding recommendation in accordance with Article 15 of these general certification conditions.

### Article 3. Word mark, logo, and certificate

1. The use of the certificate, word mark, and logo is specified in the certification scheme. As soon as and for as long as the right to use a quality mark is granted to the certificate holder, it is entitled to use this quality mark on and/or with the relevant product, its packaging, and/or in leaflets and advertising for the product. There may never be any misunderstanding about the certification status of the product.
2. The form, size, typeset, and colour of the quality mark (word mark and logo) must comply with the rules laid down by SMK, which can be consulted via the quality marks on the SMK website ([www.smk.nl](http://www.smk.nl)).
3. The certification body and certificate holder may not use the word mark and logo as their own manufacturing or trademark.
4. Advertising by the certificate holder is governed by the Dutch Environmental Advertising Code.
5. The certificate of the quality mark must include at least several statements. These are set out in Appendix II to these general certification conditions.
6. SMK will act against the unlawful use of the quality mark.
7. The word mark and logo of the quality mark are registered as a collective trademark at the Benelux Office for Intellectual Property (BOIP). SMK will act against any unlawful use of the word mark and logo of the quality mark.

### Article 4. Duration of the contract

1. The certification body grants the applicant the right to use the quality mark for an indefinite period. However, the certification body is entitled to stipulate a fixed period during which this right remains valid. If the certification scheme in question includes specific requirements relating to the period of validity of the certificate, those requirements take precedent.
2. The certification body is obliged to make the applicant's right to use the quality mark dependent upon:
  - a. compliance with the current requirements;
  - b. compliance with the contract;
  - c. the existence of current certification schemes for the relevant product or product group.
3. The certificate will be revoked if:
  - a. the certification body establishes a *Critical Major* at the company;
  - b. the certification body so decides after the company has failed to repair nonconformities within the agreed period;

- c. the company deregisters for certification;
- d. the certification body has another compelling reason to believe that the company can no longer meet the requirements of the scheme (such as insolvency of the company).

#### Article 5. Application

1. For the right to use the quality mark or on the award of the certificate, the certification body will issue a separate certificate to the applicant for each product or product group. When this right of use is extended, the certification body will issue a new certificate to the certificate holder for each extension period.
2. For the periods that any issued certificates are valid, the certificate holder has to always comply with the requirements relevant to the product specified on the certificate. The certificate holder will take adequate measures for this purpose. The certification body is entitled to verify that these measures are effective and to assess their application.
3. The certificate holder has all applicable permits and complies with all relevant national, international, and regional laws and regulations in relation to the certification requirements.
4. If the certificate holder has a summons (a failure of the company to comply with applicable environmental laws and regulations, established by the government), it must notify the certification body within one week of receipt of or establishing it has a summons.
5. If the certificate holder has marketed or supplied products with the quality mark of which it is subsequently established or suspected to have significant nonconformities, it must notify the certification body of this fact immediately. The certificate holder has to take all possible steps to prevent risk to the environment and to public health and safety.
6. If the certification scheme is revised, SMK may specify whether a transition period applies. This will be stated in the publication of the certification scheme. During this transition period, existing certificate holders (and participants) may choose to have inspections (and assessments) conducted on the basis of the previous or current certification scheme. During the next inspection (or assessment), once the transition period has ended, compliance with the current certification scheme is mandatory. New certificate holders (and participants) must always comply with the current certification scheme.
7. If the certificate holder wishes to make any change to the design and/or manufacturing process of a product for which a certificate has been issued, it may not market the changed product with the quality mark until the certification body has been able to assess whether the change in design still meets the relevant requirements.

#### Article 6. Supply chain management (if applicable)

1. Supply chain management is possible next to individual certification. A company that wishes to function as supply chain manager (i.e. certificate holder) shall familiarise itself with all the supply chain management requirements established in the relevant certification scheme and sign a contract with a certification body.
2. The management/board of the supply chain manager designates a person responsible for performing the duties of the supply chain manager. The supply chain manager may also outsource these tasks to a third party, such as an external consultant. However, the supply chain manager remains the certificate holder and is therefore ultimately responsible. The tasks can also be assigned to multiple people.
3. The person responsible for the tasks of the supply chain manager has at least a higher professional education (HBO) diploma in crop husbandry, livestock husbandry, or food technology, in keeping with the scope of the certification

scheme. An alternative is a senior secondary vocational education (MBO) diploma in crop husbandry, livestock husbandry, or food technology, in keeping with the scope of the certification scheme, with at least two additional years of experience in the field of product assessment and/or certification. When there is doubt as to whether the person responsible for the tasks of the supply chain manager meets the education and professional competency requirements, the person's CV can be submitted to the SMK Panel of Experts.

4. The supply chain manager develops and maintains procedures for supply chain management, including rules for the admission of new participants, rules for the deregistration/suspension of participants, a complaint procedure for participants, and communication with participants.
5. The supply chain manager develops, manages, and implements a procedure for assessing its participants in accordance with the requirements and assessment guidelines of the relevant certification scheme. The procedure describes at least the following: the assessment and reporting methods, the frequency of assessments (all participants at least annually), and follow-up steps if nonconformities are established.
6. The supply chain manager shall report new participants that have been assessed and have met the established requirements to the certification body within five working days. Only after confirmation of receipt of the registration may certified products/services be sold by the relevant participant under the supply chain managers logo.
7. If a participant has deregistered or is temporarily unable to meet the certification requirements, the supply chain manager shall report this to the certification body in writing within five working days along with any follow-up agreements.
8. The supply chain manager shall impose a registration prohibition of up to two years on the participant if:
  - a. the participant fails to notify the supply chain manager that it can no longer meet the certification requirements, while the participant can reasonably be expected to have been aware of this;
  - b. the participant does not comply with follow-up agreements with the supply chain manager (within the prescribed period)
9. If the participant wishes to end participation, it shall send the proof of participation to the supply chain manager within five working days after written deregistration.

#### Article 7. Fees

1. For each period for which the right to use the quality mark or certificate is granted or extended, the certificate holder is liable to pay a fee to SMK – either via the certification body or via the disclosure of turnover figures to the certification body. This annual contribution applies for each calendar year, or part of a calendar year, in which products of a company are certified.
2. The certificate holder must also pay SMK a one-time registration fee.
3. SMK determines the rates for registration fees and contributions and may alter these rates annually. If the rates are altered, SMK shall send the certification body a new rate sheet. The rate sheet is also published on the SMK websites. Altered rates do not apply to a current period.

#### Article 8. Inspections and frequency

1. In case of an unplanned inspection, one working day's notice may be given so the certificate holder/participant has time to gather the required data. The certificate holder/participant may postpone the unplanned inspection once for compelling reasons.
2. Inspections of an independent certificate holder are conducted at the frequency specified in the relevant certification scheme.

#### Article 9. Additional inspections and nonconformities

1. The certification body is entitled to conduct an additional re-investigation of the product and production process if, for example:
  - a. it has received complaints that give cause for such re-investigation;
  - b. it has made specific agreements with the certificate holder about the resolution of nonconformities;
  - c. it has received a request from the certificate holder to change the level if it participates in a Barometer.
2. If an additional inspection reveals that the requirements have not been complied with, the certification body may impose any of the sanctions listed in Article 12. If there is a dispute as to whether the relevant product still complies with the quality requirements stipulated by SMK, the sanction will not be imposed unless and until the certification body's appeal body has given a provisional decision. This decision will be made within forty-eight hours and has the effect of suspending the right to use the quality mark or certificate.
3. If the certificate holder is no longer able to meet the certification requirements, temporarily or permanently, due to certain circumstances, it shall notify the certification body of this fact in writing within two working days of establishing it. The certification body is authorised to impose a registration prohibition of up to two years if the certificate holder fails to give notice that it is no longer able to meet the certification requirements, while the certificate holder could reasonably have been expected to have been aware of this.
4. In the event of disasters and force majeure situations, the certificate holder may request the Panel of Experts to issue a temporary exemption, possibly with additional conditions, for temporary nonconformity with one or more mandatory criteria. This exemption will be issued after consultation with the relevant certificate holder(s) and/or certification body/bodies.
5. If the certificate holder makes agreements with the certification body to repair the nonconformities, those agreements must be fulfilled within the agreed period.

#### Article 10. Liability

The liability for the products/services manufactured, marketed, and/or supplied by the certificate holder lies entirely with the certificate holder.

The certificate holder expressly acknowledges that SMK and the certification body accept no liability whatsoever in this regard.

#### Article 11. Sanctions of the certification body

If, despite repeated warnings, the certificate holder fails to comply with the requirements of the certification scheme within such period as is stipulated by the certification body, or if the applicant or certificate holder exercises in bad faith its right to use the quality mark or certificate, or uses or continues to use the quality mark or certificate for a product without the consent of the certification body, or through published material, advertising, communications, or otherwise directly or indirectly gives the impression to the market or the public or allows such impression to be made, that it has been given such consent by the certification body:

- a. the certification body may require it to recall the products still on the market or in possession of end users that wrongfully bear the quality mark in exchange for their invoice price or compensation, and to give notice of such recall in the media;
- b. the certification body will conduct an additional inspection in respect of all related products of the certificate holder that are marketed under the quality mark. This additional inspection will be at the expense of the certificate holder;
- c. the certification body may require the applicant or certificate holder to pay a fine to the certification body equal to the actual or expected annual contribution, together

with a similar level of fine for each failure to comply with the obligations referred to in this article, without the need for the certification body to give any notice of default or prove that it has suffered any loss in those cases.

#### Article 12. Publication

1. Any form of publication by the applicant or the certificate holder of reports or letters sent to them by the certification body is only possible insofar as publication is in full and in the language in which they were written. The prior written consent of the certification body is required for publication in all other circumstances.
2. The certification body provides SMK periodically information about certificate holders. This concerns, among other things, information about compliance to the criteria and hectares, sales volumes or production volumes of certified products by the certificate holders.
3. SMK publishes on her websites the company name, contact details and certified products of the certificate holders. Personal data will not be published. SMK uses contact details of certificate holders to inform them about relevant standard developments.

#### Article 13. Confidentiality

SMK has to use all the resources at here disposal to ensure the confidentiality of all information concerning investigations, quantities, and all other commercial matters (including the manufacturing process) relating to the products manufactured or marketed by the applicant or the certificate holder which comes into here possession by virtue of this contract and the activities performed under it.

#### Article 14. Disputes

1. Any dispute regarding the activities of the certification body in relation to the application for, and extension of, the quality mark or award of the certificate should be submitted to the certification body's appeal body.
2. If there is disagreement between the complainant and the certification body concerning the interpretation of the certification scheme, SMK must be informed of this disagreement. SMK will then submit the interpretation dispute to the SMK Panel of Experts.

#### Article 15. Complaints about the licence

Any complaint about the implementation of these general certification conditions or the performance of the licensing agreement between SMK and the certification body will be heard by SMK's Complaints Committee in accordance with the procedure as set in SMK's complaint procedure.

#### Article 16. Amendments to the certification conditions

Any amendments to these certification conditions will bind the certification body and the applicant or certificate holder only once a new version of the certification scheme is published.

#### Article 17. Contract between the certification body and certificate holder

1. The contract between the certification body and the certificate holder regulates the use of the quality mark, certificate, and logo for a particular product. This contract is in accordance with the requirements for accreditation and contains the following elements, which must be covered in that contract:

- a. a statement declaring that these general certification conditions apply to the contract;
- b. the amount and method of payment of the fee;
2. Insofar as not already stipulated in these general certification conditions, SMK may give additional instructions for the contract between the certification body and the applicant/certificate holder.
3. If a certificate holder wants to switch from a certification body (issuing certification body) to another certification body (accepting certification body), then the certificate and the inspection frequency can be extended by the accepting certification body if the ~~following~~ conditions of the IAF Mandatory Document for the Transfer of Accredited Certification of Management Systems (MD 2:2017) are met, whereby:
  - a. The inspection dossier is transferred from the issuing certification body to the accepting certification body.
  - b. the accepting certification body checks the inspection dossier for completeness and does not identify any unresolved nonconformities or (temporary) exemptions from certification.
  - c. the first inspection and issuing of the new certificate by the accepting certification body takes place before the expiration of the validity of the certificate that was issued by the issuing certification body.
  - d. In the agreement between the accepting certification body and the certificate holder it should be noted that the terminated certificate of the previously issuing certification body will no longer be used. Sanctions from violating this regulation should be included in the agreement.
  - e. in the event of a transferral during a calendar year, the accepting certification body will collect the contribution at the end of that year. No one-off registration fees will be owed in such cases.
4. If one or more of the aforementioned conditions cannot be met, then the certificate holder will be regarded as a new applicant by the accepting certification body.

#### Article 18. Allocation of tasks between SMK and the certification body

The tasks are allocated as follows:

- a. SMK is responsible for determining the product group eligible for the quality mark or certificate;
- b. SMK is responsible for drawing up the certification schemes;
- c. the certification body is responsible for awarding individual certificates and monitoring compliance.

## **Appendix I Definitions**

The following terms have the stated meaning in these regulations:

- a. SMK: the Stichting Milieukeur (SMK), registered in The Hague;
- b. articles: the Foundation's articles, executed on 5 February 2009, or a later version of them;
- c. supervisory board: SMK's supervisory board;
- d. director: the director and manager of SMK, tasked with and responsible for the general leadership and management of SMK;
- e. panels: the non-food and food/agro panels of experts of SMK;
- f. quality mark: name and logo, filed by SMK as a collective trademark, which serves as proof and designation of the certificate. The quality marks that SMK issues include Milieukeur and PlanetProof.
- g. barometer: comparison instrument, based on which certificates are issued on several levels;
- h. certification body: the certification body that has the right under a licensing agreement with SMK to award the certificate;
- i. product: the goods manufactured, to be manufactured, and/or marketed or the service, to be supplied by the applicant or certificate holder;
- j. applicant: the natural person or legal entity wishing to acquire the right to use the quality mark for such product as it specifies;
- k. certificate: the document issued by the certification body indicating a justified confidence that a clearly described product complies with the requirements set down by SMK in a certification scheme for that purpose, on the basis of which the right to use the quality mark is acquired;
- l. certificate holder: the natural person or legal entity in receipt of one or more certificates from the certification body and thus with the right to use a quality mark for one or more of its products;
- m. company: in the context of these certification conditions, all businesses, institutes, and other organisations, both for-profit and non-profit, which supply products or provide services to third parties. A company may have more than one branch. To be considered a single company with several branches, the administrative records relevant to certification must be available at the headquarters.
- n. branch: Branch of a company or institute that carries out business activities at a location other than that where the headquarters are (legally) registered. A branch is accountable to the headquarters for its operational management turnover. (Synonyms: subsidiary, branch office, daughter company)
- o. headquarters: A company's principal place of business, where it is legally registered and, as such, its address on file with the Chamber of Commerce. The branches are managed from the headquarters. The relevant administrative records for the branches are available at the headquarters.
- p. inspection: review by certification body;
- q. initial inspection: first inspection after registration (by certification body);
- r. periodic inspection: follow-up inspection of an existing certificate holder or participant.;
- s. assessment: review by supply chain manager;
- t. initial assessment: first assessment after registration (by supply chain manager);
- u. periodic assessment: follow-up assessment of an existing certificate holder or participant;

- v. supply chain manager: company or legal entity that manages the production, sale, and assessment system of a group of companies (participants) according to the conditions of the certification scheme and permits certified products or services to be produced and/or marketed under its authority. In supply chain management, one certificate is issued to a group of companies: only the supply chain manager has a certificate in its name and all participating companies (producers, processors, etc.) fall in the chain under that single certificate (supply chain participants therefore do not have their own certificate). The supply chain manager is responsible that all participants comply to all requirements; if one of the participants does not comply, this has consequences for the entire chain's certificate. The advantage is that the supply chain manager takes over some of the assessments at the participant from the CB (which constitutes a saving on certification costs) and controls the administration and supply chain sales. The supply chain manager therefore pays the certification costs and contributions for the entire chain. All things considered, this calls for a greater effort from the supply chain manager.
- w. participant: company or legal entity that falls under the certificate of a supply chain manager;
- x. transition period: a period established to give current certificate holders the opportunity to implement new requirements after revision of the certification scheme.
- y. Minor: a nonconformity with little effect on the required sustainability level of the certified product or certified service or the reliability of the standard (six-month reparation period);
- z. Major: a nonconformity with great effect on the required sustainability level of the certified product or certified service or the reliability of the standard (one-month reparation period);
- aa. Critical Major: a nonconformity with an unacceptable effect on the required sustainability level of the certified product or certified service or the reliability of the standard. This nonconformity leads to the immediate revocation of the certificate and a suspension of maximum one year. If a longer period is necessary, the case is submitted to the Panel of Experts.

**Appendix II Example certificate**

The certificate must contain at least the following:

<p>_____ declares on the basis of inspections [and tests]  <i>(name of certification body)</i></p> <p>that the product/service* _____  <i>(product type/service + any brand name)</i></p> <p>of _____  <i>(name and address of certificate holder)</i></p> <p><b>&lt;Logo of the quality mark **&gt;</b></p> <p>meets the requirements of the quality mark X/Barometer Y level Z certification scheme, as established by the SMK Agro/Food/Non-Food Panel of Experts.</p> <p><b>Applicable certification scheme:</b>  Code and serial number of certification scheme:</p> <p><b>Certificate details:</b>  Registration number : <i>(certification body's identification code + unique number, max. 10 positions)</i>  Date of issue of certificate :  Validity of certificate : <i>(indefinite unless otherwise specified by the certification body)</i></p> <p><b>Signature:</b>  Place :  Signature :  Signed by :</p> <p>Current information about certified products/services and certification schemes is published on the SMK websites.</p>
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\* For On the way to PlanetProof Plant products, the cultivation system for the production needs to be included. For example: tomatoes from protected cultivation on substrate.

\*\* For use of the logos, see 'Logo guidelines' on the SMK quality labels websites.