

Natural Products Association Standard and Certification for Natural Personal Care Products

Application

Thank you for supporting the Natural Products Association Standard and Certification for Natural Personal Care Products. Please read and complete each section listed below fully in clear, legible handwriting or type.

Please initial each page and mail, email or fax your completed application to:

Mail: NPA Natural Seal Program Email: jakins@NPAinfo.org Fax: (202) 223-0250
1773 T St. NW
Washington, DC 20009

Receipt of your application will be acknowledged within two weeks.

Information on program requirements, including the association's Natural Standard, illustrative lists of allowed and prohibited ingredients, details of allowed processes and other information can be found at www.TheNaturalSeal.org. The NPA Natural Certification program for Personal Care Products requires complete transparency by the applicant and, in keeping with the spirit of the Standard, NPA staff will request information that confirms natural sourcing of each ingredient, total composition of each ingredient, extraction information for oils and extracts, and manufacturing instructions. An application is not considered complete until all the requested documentation has been provided to NPA staff. For further assistance, please contact Natural Products Association staff at **(202) 204-4726**.

Application Checklist

Be sure to complete all four sections of this application.

Section I: Applicant Information

- 1) Application
- 2) Company Product Lines worksheet
- 3) Site Quality Summary

Section II: Payment

Section III: Product Information*

- 1) Copy of label
- 2) Quantitative Formula (Safety Assessment/Raw Material Breakdown)
- 3) Current Certificate of Analysis for each ingredient
- 4) Composition document of each ingredient – Supplier-provided documentation for the total composition
- 5) Manufacturing Instructions or flow chart

Section IV: Natural Personal Care Certification Program Agreement

* Auditors may request additional document including but not limited to Master Manufacturing Records, Master Batch Records, and Standard Operating procedures.

Section I

Applicant Information

Business Name _____ NPA Member Number (if applicable) _____

Name (last) _____ (first) _____ (title) _____

Address _____

City _____ State _____ Zip/Postal Code _____ Country _____

Telephone (include area/country code) _____ E-mail _____

Fax (include area/country code) Dedicated number _____ Web site _____

How did you hear about the Natural Certification program?

NUMBER OF SKUS SUBMITTED _____

Please list all products you wish to submit. If you need more room, you may attach a spreadsheet.*

SKU# _____ Name of product _____

SKU# _____ Name of product _____

SKU# _____ Name of product _____

SKU# _____ Name of product _____

SKU# _____ Name of product _____

Section I

* Contact NPA staff if you are introducing multiple product sizes or kits/packs using previously certified products.

Section I

Site Quality Overview Datasheet

Click here to [download the Site Quality Overview Datasheet template](#).

Section 1. SITE OVERVIEW			
NAME AND ADDRESS OF SITE RESPONSIBLE:			
CORPORATE OWNERSHIP (IF DIFFERENT FROM SITE ABOVE):			
SITE DETAILS			
SIZE:		HISTORY:	
GENERAL AND PRODUCT LIABILITY INSURANCE LEVELS:		UNION:	
SPECIFY TYPE(S) OF PRODUCTS/INGREDIENT(S) MANUFACTURED/PRODUCED/SUPPLIED BY THE SITE AND THEIR INTENDED APPLICATIONS:			
SITE ACTIVITIES CONDUCTED:			
ORGANIZATIONAL CHART:			
Section 2. EVIDENCE OF COMPLIANCE			
DESCRIPTION OF QUALITY SYSTEMS:		SAMPLE	
OTHER CERTIFICATIONS OR EXTERNAL AUDIT PROGRAMS (COLIPA, ISO or GMP CERTIFICATION):			
DATE OF LAST FDA OR STATE AGENCY cGMP INSPECTION AND OUTCOME (PROVIDE COPY OF REPORT OF OBSERVATIONS FROM LAST FDA OR STATE INSPECTION):			
Section 3. ADDITIONAL INFORMATION			
HACCP (IF APPLICABLE):			
STATISTICAL PROCESS CONTROL/PROCESS ANALYTICAL CONTROL:			
CORPORATE BIOTERRORISM ACT COMPLIANCE:			
MEMBERSHIP IN INDUSTRY TRADE GROUPS:			
Section 4. REVISIONS			

Section III

Product Submission Checklist

Date _____

Company Name: _____ NPA Member # (if applicable) _____

Contact Name and Title: _____

Phone: _____

Email: _____

Number of Products submitted: _____

For each product submitted, you will be asked to provide the following documents and information

Attached:

- Copy of the label
- Quantitative formula (**Safety Assessment/Raw Material Breakdown**)
- Ingredient Documentation – this documentation is needed for each ingredient:
 - INCI/CTFA ingredient listing
 - Composition document showing total composition [e.g. MSDS (EU), product data sheet, composition statement (on supplier letterhead)]
 - Current Certificate of Analysis (COA)
 - Contact information for ingredient supplier
 - Citation to applicable CFR regulation for colors added
 - Other (e.g., natural sourcing of ingredients, extraction process for extracts and oils) _____
- Manufacturing instructions
 - Flow chart
- Other information requested by the auditor*

** Auditors may request additional document including but not limited to Master Manufacturing Records, Master Batch Records, and Standard Operating procedures.*

Section III

Raw Material Breakdown Template

Click here to [download the Raw Material Breakdown Template](#).

Raw Material Breakdown

Product Name:
Product SKU#

Internal RM #	Supplier	Ingredient (trade name where applicable)*	Raw Material Breakdown [†] (using INCI nomenclature if applicable)	source of raw material	% in Ingredient	% in FF [§]	CAS#
1000-01		EXAMPLE - Water	water	N/A	100.00%	65.00%	7732-18-5
1000-56		EXAMPLE - Essence of Orange					
			ethanol	corn (plant)	96.00%	C	64-17-5
			citrus aurantium dulcis (orange) peel oil	orange (plant)	4.00%	F	8008-57-9
1000-55		EXAMPLE - Xanthan Gum	xanthan gum	fermented glucose	100.00%	D	11138-66-2
1000-73		EXAMPLE - Coconut Oil	cocos nucifera (coconut) oil	coconut (plant)	100.00%	D	8001-31-8
1000-03		EXAMPLE - Glycerine USP grade	glycerin	plant	100.00%	D	56-81-5
1000-10		EXAMPLE - Jimmy's® Natural Preservative Mix					
			benzoic acid	synthetic	20.00%	0.40%	65-85-0
			allowed synthetic	synthetic	20.00%	0.40%	xxxx-xx-x
			glycerin	vegetable	60.00%	E	56-81-5
						100.00%	

*: list ALL ingredients used in formula (complete disclosure required)

†: list ALL raw materials in ingredient, including preservatives and other incidentals (complete disclosure required)

§: % in final formula - FDA codes are acceptable (A=>50%, B= 25-50%, C= 10-25%, D= 5-10%, E= 1-5%,F=0.1-1%, G= < 0.1%)

Section IV

Natural Personal Care Certification Program Agreement

This NATURAL PERSONAL CARE CERTIFICATION PROGRAM AGREEMENT (this "Agreement"), is dated as of _____, 20__ (the "Effective Date"), by and between the Natural Products Association ("NPA"), and _____ ("Participant").

WHEREAS, NPA is an association consisting of members including certain manufacturers and distributors who sell, market, distribute or produce personal care products ("Products");

WHEREAS, NPA maintains a Natural Standard Certification Program, which certifies products, and establishes standards for the quality of certain personal care products;

WHEREAS, the Natural Standard Certification Program is administered by NPA's Natural Standard Advisory Committee (the "Committee");

WHEREAS, NPA has agreed to make certification services available in order to certify the Materials (defined below) for Participant's Products submitted to NPA for review and audit;

WHEREAS, Participant desires that NPA provide, and NPA desires to provide, access to the certification services under NPA's Certification Program (as defined below); and

WHEREAS, the services provided in connection with this Agreement are of mutual interest and benefit to both NPA and to the Participant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF WORK. NPA, in accordance with the terms and conditions of this Agreement, agrees to use reasonable effort to cause the scope of work, outlined in this document ("Scope of Work"), to be performed in accordance with the terms and conditions set forth herein. A new Scope of Work shall be issued for new Materials submitted by Participant to NPA under this Agreement. Each such Scope of Work shall be subject to and deemed a part of this Agreement.

2. CONSIDERATION. Participant will pay NPA in accordance with the pricing set forth on the applicable Scope of Work. Participant will provide 100% of the total contract consideration upon execution of this Agreement and any subsequent Scope of Work in advance of any certification of Materials to be undertaken in connection herewith. Payment should be made to:

Natural Products Association
1773 T Street, NW
Washington, DC 20009
Phone: (800)-966-6632
Fax (202)-223-0250
jakins@NPAinfo.org

All payments should reference the NPA Certification Program and include the Participant's name, and the Materials submitted. All payments shall be made in U.S. dollars. No binding agreement shall be created, and NPA shall have no duty to perform under this Agreement with regards to any particular Scope of Work until NPA has received: (i) a copy of this Agreement duly executed by the Participant, (ii) payment of the price set forth in the applicable Scope of Work, and (iii) the Materials to be submitted to NPA pursuant to the terms of this Agreement.

3. **PRINCIPAL SERVICE PROVIDER.** The Committee shall be the principal service provider for the certification program (the “Certification Program”). If, for any reason, the Committee is unable to continue to serve as the principal service provider, and a successor acceptable to both NPA and to the Participant is not available, this Agreement shall be terminated at the election of NPA and NPA shall have no further obligation to Participant in connection with any services to be provided hereunder.

4. **MATERIALS.** Participant acknowledges that the certification of the procedures, quantitative formulas, protocols and additional related documents used in producing the Products (the “Materials”) depends on the quality of the Materials delivered to, and reviewed by, NPA. Participant’s personnel will be responsible for proper collection and delivery of Materials to NPA. Participant acknowledges that NPA will not review Materials that are illegible.

5. **OWNERSHIP AND USE OF CERTIFICATION RESULTS.** Participant acknowledges and agrees that NPA owns all right, title and interest in and to any certification results provided by NPA to Participant pursuant to the Certification Program (the “Certification Results”). NPA hereby grants to Participant, and Participant hereby accepts, a non-exclusive, revocable license to use the Certification Results solely for Participant’s business purposes. Participant shall have no right to distribute, transfer, publish or otherwise disseminate the Certification Results, in each case, without the express written permission of NPA. Participant further acknowledges and agrees that NPA may use the Certification Results for any purpose.

6. **REPORTING.** Participant acknowledges and agrees that this Agreement may be provided by NPA to the Auditor (defined below) in connection with the performance of NPA’s obligations hereunder, and that such disclosure shall not be a violation of NPA’s confidentiality obligations under Section 10.

7. **AUDIT REPORT AND APPEALS.**

a. **Audit Report.** Pursuant to the Certification Program, a third party auditor (the “Auditor”) will write a review report (the “Audit Report”) utilizing NPA’s audit report protocol as further described in the Third-Party Audit Review. Compliance and deficiencies of the Materials provided by the Participant will be evaluated based on the Natural Standard and the Certification Program requirements. The Audit Report will disclose deficiencies, if any, of the Materials and will note required corrective actions and timelines in which such deficiencies must be corrected. The Audit Report and level of compliance (recorded as “% Natural”) to the Natural Standard will be forwarded to NPA. During the Audit Report process, the Auditor will review all necessary Materials.

b. **Audit Appeals.** Participant may appeal its audit rating, given by the Auditor, to the Committee. The Audit Report and level of compliance will be forwarded to the Participant and the Committee. The Committee will hear and decide on the appeal and such decision rendered by the Committee will be considered final.

8. **USE OF NPA SEAL.** NPA will make high-resolution copies of the seal available to the Participant if the Participant meets the Natural Standard. The seal will be used in accord with the terms of use as further described in the NPA Natural Standard Seal Terms of Use provided therewith. Participant will notify NPA in writing of the Products and the representative batch/lot or identifying code which are incorporating the seal within fifteen (15) business days of the Product and its representative batch/lot or identifying code being marketed.

9. **REPRESENTATIONS AND WARRANTIES.**

a. Participant represents, warrants and covenants to NPA that: (i) Participant has the full right and authority to enter into this Agreement; (ii) upon execution by Participant, and countersignature by NPA, this Agreement becomes a valid and binding agreement enforceable against Participant in accordance with its terms; (iii) the execution of this Agreement and the performance by Participant hereunder shall not violate, breach, be inconsistent with, or cause a default under any agreement between Participant and a third party; (iv) as of the Effective Date and to the knowledge of Participant, there are no existing or threatened actions, government investigations, notices, suits or claims pending against it with respect to its right to enter into and perform its obligations under this Agreement, (v) Participant is responsible for the actions of its affiliates in connection herewith and to their adherence to the terms and conditions of this Agreement, (vi) Participant will comply with all requirements of the Certification Program; (vii)

the information provided to NPA, as described in the confidentiality agreement between Participant and NPA, in connection with this Agreement, is true and correct, (viii) Participant will comply with all applicable international, federal, state and local laws and regulations regarding the use, handling and preparation of the Materials, and participation in the Certification Program, and (ix) Participant maintains a policy or program of insurance or self-insurance at levels sufficient to support its indemnification obligations under this Agreement.

b. NPA represents, warrants and covenants to Participant that: (i) upon execution by NPA, and countersignature by Participant, this Agreement becomes a valid and binding agreement enforceable against NPA in accordance with its terms; and (ii) NPA is responsible for the actions of its affiliates in connection herewith and to their adherence to the terms and conditions of this Agreement.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means (i) the terms and conditions of this Agreement; (ii) any proprietary or confidential information or material, including all trade secrets in tangible form disclosed hereunder that is marked as "Confidential" at the time it is delivered to the receiving party, (iii) proprietary or confidential information or material, including all trade secrets, disclosed orally hereunder which is identified as confidential or proprietary when disclosed, and (iv) any information the receiving party gains access to; provided, however that the above information shall not be deemed Confidential Information to the extent the receiving party can establish by competent written proof that such information:

a. was already known to receiving party other than under an obligation of confidentiality owed to the disclosing party at the time of disclosure;

b. was generally available to the public or otherwise part of the public domain at the time of its disclosure hereunder to the receiving party;

c. becomes generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party in breach of this Agreement;

d. is independently developed by the receiving party without reference to any Confidential Information disclosed by the disclosing party; or

e. is subsequently disclosed to the receiving party by a person other than the disclosing party without breach of any legal obligation to the disclosing party. Confidential Information, including the terms and conditions of this Agreement, shall not be disclosed to any third party without prior written consent of the disclosing party. Notwithstanding the foregoing sentence, NPA may disclose the terms and conditions of this Agreement to those persons (including the Committee and the Auditor) to which NPA deems such disclosure necessary in order to operate the Certification Program; provided, however, that NPA shall require that such persons agree not to disclose Confidential Information other than for the purposes hereof. This Section 10 shall survive termination of this Agreement.

11. EQUITABLE RELIEF. The parties acknowledges and agrees that due to the unique nature of Confidential Information, there can be no adequate remedy at law to compensate the disclosing party for the breach of any provision of Section 10; that any such breach shall allow third parties to compete unfairly with the disclosing party resulting in irreparable harm to the disclosing party that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, the disclosing party, as applicable, shall be entitled to injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond), in addition to whatever remedies the disclosing party may have at law.

12. CERTIFICATION LIMITATIONS. Participant acknowledges, affirms and agrees that (i) the Certification Program is not designed to ensure the quality of Materials, or to ensure compliance with applicable international, federal/national, state or local laws and regulations, (ii) NPA shall not be required, nor shall Participant attempt to require NPA to offer evidence or testimony in any legal proceeding on Participant's behalf with respect to any Materials submitted for the Certification Program, and (iii) NPA, may, if there is a threat of imminent harm from the Materials as determined in NPA's sole discretion, contact regulatory authorities.

13. LIMITATION OF LIABILITY. PARTICIPANT AGREES TO HOLD HARMLESS AND INDEMNIFY NPA FROM

AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, INJURY, CLAIM, JUDGMENT, AND SETTLEMENT, INCLUDING ALL REASONABLE COSTS AND EXPENSES THAT NPA MAY SUFFER, WHETHER DIRECT OR INDIRECT, RELATING TO ANY PERSONAL INJURY, PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT OR ECONOMIC LOSS CLAIM BROUGHT BY A THIRD PARTY, RELATING IN ANY WAY TO THE MANUFACTURE, MARKETING, SALE OR USE OF MATERIALS OR PRODUCT. PARTICIPANT SHALL INDEMNIFY, DEFEND AND HOLD NPA HARMLESS FROM ANY LIABILITY RESULTING FROM OR RELATED TO THE USE BY THE PARTICIPANT OF THE CERTIFICATION RESULTS PROVIDED BY NPA TO PARTICIPANT UNDER THIS AGREEMENT. IN NO EVENT SHALL NPA BE LIABLE TO PARTICIPANT OR ANY PERSON FOR BREACH OF ANY OBLIGATIONS UNDER SECTION 10, LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF GOODWILL, OR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR SHALL NPA BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT EQUAL TO THE TOTAL PAYMENTS BY PARTICIPANT TO NPA DURING THE SIX MONTH PERIOD PRIOR TO THE POINT IN TIME ANY CLAIM AROSE. THIS SECTION 13 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

14. WARRANTIES. NPA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE ACCURACY OF THE CERTIFICATION RESULTS, ANY PRODUCT(S) BASED ON MATERIALS PROVIDED TO NPA OR EVALUATED UNDER THE CERTIFICATION PROGRAM, WHETHER AND CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE CERTIFICATION RESULTS OR ANY MATERIALS OR PRODUCT. NPA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES SUFFERED BY ANY PARTICIPANT OR THIRD PARTY RESULTING FROM THE USE OF THE CERTIFICATION RESULTS OR ANY MATERIALS OR PRODUCT. THIS SECTION 14 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

15. NOTICES. Any notices required to be given or which shall be given under this Agreement shall be in writing delivered by first class mail addressed to the parties as follows:

NPA:

Brent Weickert
Sr. Vice President/CFO
Natural Products Association
1773 T Street, NW
Washington DC 20009

Participant:

[Contact Person]
[Title]
[Name of Participant]
[Address]

16. FORCE MAJEURE. NPA shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused due to circumstances reasonably beyond NPA's control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression or terrorism, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences.

17. RELEASE. Under no circumstances, or any theory of liability, shall NPA be liable to Participant for any acts, errors, or omissions of any third party in the performance of its duties as successor service provider. Participant hereby irrevocably waives any and all claims against NPA arising out of or related to the acts, errors or omissions of any successor service provider, under this Agreement.

18. ASSIGNMENTS. This Agreement shall not be assignable by either party without the prior written consent of the other party. Any attempt to assign this Agreement without such prior written consent shall render the attempted assignment null and void. Notwithstanding anything in this Section 18 to the contrary, each party may freely assign and/or transfer this Agreement in connection with merger, reorganization, or a sale or transfer by operation of law of

its business or substantially all of the assets of its business.

19. **GOVERNING LAW.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of Illinois without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Illinois to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a state or federal court in Cook County, Illinois, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

20. **INDEPENDENT CONTRACTOR.** NPA and the Participant are independent contractors and neither is an agent, joint venturer, or partner of the other.

21. **ENTIRE AGREEMENT.** This Agreement embodies the entire and only understanding between NPA and the Participant for this project, and any prior or contemporaneous representations, either oral or written are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representative of the parties. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (a) the Agreement; and (b) the applicable Scope of Work.

[signature page follows]

thenaturalseal



[PARTICIPANT]

By: _____
Signature:

Print Name:

Title:

Date: _____

NATURAL PRODUCTS ASSOCIATION

By: _____
Signature:

Print Name:

Title:

Date: _____