

RSB – ROUNDTABLE ON SUSTAINABLE BIOMATERIALS

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Consolidated RSB EU RED Procedure on Communications and Claims

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Introduction

This procedure sets out the requirements you shall meet when using the RSB trademarks (e.g. RSB name, RSB logo, RSB Strapline) and EU RED compliance claims in association with certified products (“on-product claims”) or in your general communication.

The objective of these requirements is to ensure you make an easy, correct and truthful application and use of the RSB trademarks and EU RED compliance claims to avoid misleading claims and uses which could damage the integrity, credibility, reputation and good name of the RSB and RSB Participating Operators.

You shall use this procedure if you are an RSB EU RED Participating Operator, a RSB recognised certification body, an accreditation body, a RSB member or another user of the RSB trademark as defined in this procedure.

Main changes from the previous version (Version 2.0)

- a. This standard was turned into a procedure and entirely re-written using the “plain English” approach, which aims to make the content clearer and unambiguous to a broad audience
- b. The description of RSB Trademarks is now included in Section B. (previously described in the requirements). This section also clarifies which articles of the Renewable Energy Directive and Fuel Quality Directive are covered by RSB recognition by the European Commission.
- c. The general requirements (Section F.1) were streamlined to remove duplications.
- d. Claims under F.2.3 were grouped together to avoid duplications.
- e. Users of RSB Trademarks may now propose alternative claims, but these have to be validated by the RSB Secretariat and, where relevant, the Certification Body.
- f. Additional “EU RED compliant” claims are now included for material certified by another EU-recognised scheme (see also RSB-STD-11-001-20-001).
- g. Additional “off-product” claims for non-certified Participating Operators, RSB Accreditation Body and RSB Members were added (Section F.4). New claims were also added to the existing ones for certified POs and CBs.
- h. Off-product claim for CB was updated from “RSB-recognised” to “RSB-accredited” (Section F.4)
- i. The numbering was updated.

Main changes from the previous version (Version 3.0)

- a. Section B (Scope) was amended to reflect the fact that the latest version of this document prevails over previous versions.

Main changes from the previous version (Version 3.2)

- a. Additional user groups of the RSB trademarks were added and the authorisation process has been described in more detail.
- b. Logo use requirements were added.

Main changes from the previous version (Version 3.2)

- a. RSB Strapline was added to the procedure.
- b. The new RSB logo replaced the previous RSB logo.
- c. Minor language modifications

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A. The aim of this procedure

The aim of this procedure is to ensure that:

- claims and communication using the RSB Trademarks and EU RED compliance claims meet the provisions of ISO 14021 (1999) (Environmental Labels and Declarations – self-declared environmental claims (type II environmental labelling));
- misleading claims and communication about the RSB trademarks (e.g. RSB name, RSB logo) and EU RED compliance claims are avoided;
- you may publicly communicate your participation in the RSB certification systems and/or your support to the RSB; and
- RSB EU RED-certified products may be promoted among your customers, using the RSB Trademarks and compliance claims.

Section F.1 of this procedure defines general requirements.

Section F.2 of this procedure defines specific requirements for “on-product” communication and use of RSB Trademarks for operators using 100% RSB EU RED-compliant material or a mix of RSB EU RED-compliant and non-RSB EU RED-compliant material (RSB and RSB EU RED compliance claims).

Section F.3 of this procedure defines specific requirements for “on-product” communication and claims for operators using material certified by another EU-recognised scheme (EU RED compliance claims).

Section F.4 of this procedure defines requirements for participating operators, certification bodies, accreditation body and RSB members using RSB trademarks in their communication, such as internet pages, signboards, corporate documents, leaflets and similar (off-product claims).

Section F.5 defines requirements for the use of the RSB logo.

B. What this procedure covers

This procedure is valid worldwide, and specifies the requirements for the use of the RSB trademarks and EU RED compliance claims.

This procedure applies to products and entities within the scope of an RSB EU RED Participating Operator, certification bodies, the accreditation body, RSB Members, and any other users of the RSB trademark as defined in this procedure.

The RSB Trademarks include:

- The initials “RSB”, the name “Roundtable Sustainable Biomaterials”, the RSB logo and the RSB Strapline ‘Trusted Solutions for New World®’ any and all representations thereof in any format whatsoever;
- Any and all references to the good name of the RSB, to the RSB itself, to the RSB certification systems, to the RSB and Consolidated RSB EU RED standards and/or to any other valuable asset of the RSB;
- Any and all claims, marks, labels, logos, signs and other graphic representations which refer to or represent the RSB and/or any part thereof.

EU RED Compliance refers to the claim that can be made by RSB EU RED Participating Operators for final products within their scope of certification, and other EU RED-certified material that is accepted into their supply. It means that Articles 17(2), 17(3)(a, b and c), 17(4) and (5), and 18(1) of Directive 2009/28/EC, and Articles 7b(2), 7b(3)(a, b and c), 7b(4) and (5), and 7c(1) of Directive 98/70/EC have been complied with. The European Commission officially recognises that RSB EU RED certification provides a sufficient proof of compliance with these articles¹.

C. Version and date

The version 3.3 of the Consolidated RSB EU RED Procedure on Communication and Claims shall be effective on 6th March, 2017.

Whenever any contradiction or inconsistency exists between this version and previous versions of this procedure the latest version shall prevail. Any new version of this procedure will be notified immediately via email to all Participating Operators, Certification Bodies, RSB Accreditation Body and other users of the RSB Trademarks.

D. Note on use of this procedure

This procedure is binding for all constituents (i.e. Participating Operators, certification bodies, accreditation bodies and RSB members). In case of conflict between this standard and the EU Market Access Standard (RSB-STD-11-001), the latter shall prevail.

Whenever “**Biomass/Biofuel**” is listed in this document, participating operators may pick the most appropriate term to their operations.

All RSB trademarks and any and all representations thereof in any format whatsoever are the sole and exclusive property of RSB. Any reference to and/or use of the RSB trademarks and/or of any and all representations thereof by the RSB certification systems and any constituent of the RSB certification systems shall follow the provisions of this procedure.

The use of the RSB Trademarks is granted by the RSB Secretariat.

The RSB Secretariat may deny or withdraw the right to reference and/or use the RSB trademarks at its sole discretion at any time, if reference to and/or use of the RSB trademarks:

- does not comply with the requirements of this procedure, or if
- and/or any action by a user of the RSB Trademark reflects badly on the good name of the RSB, the RSB certification systems and/or any other entity closely affiliated with the RSB

E. Terms and definitions

For the purposes of this standard, the terms and definitions given in RSB-STD-01-002 RSB Glossary of Terms will apply.

¹ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2011:190:0073:0074:EN:PDF>

F. Requirements

1. General Requirements

1. 1. The use of RSB trademarks and EU RED compliance claims will be granted under the conditions described in this procedure per the following table:

Type	Certification Status	Type of Logo	Claim
Operator	Certified	RSB Certified and Strapline	On-product & Off-product
Member	Not Certified	RSB Member	Off-product
Member	Certified	RSB Certified + RSB Member + Strapline	On-product & Off-product
Partner (MoU)	Not Certified	General RSB Logo, and branding elements on dedicated informational material for partnership or project	Off-product
Partner (Event)	Not Certified	General RSB Logo, RSB Strapline and branding on promotional material (e.g. event banners, brochures, invites, websites)	Off-product
Partner (Certification Body)	Not Certified	General RSB Logo	Off-product
Partner (Consultants or Training Providers)	Not Certified	General RSB Logo	Off-product
Media Organisations	Not Certified	General RSB Logo	Off-product
Educational or research organisations	Not Certified	General RSB Logo	Off-product

1. 2. The RSB trademarks may only be used after authorisation has been granted by the RSB Secretariat as specified for each user group:
1. 2. 1. For certified operators, the use of the RSB trademarks is granted through the Participating Operator Agreement.
1. 2. 2. RSB Members may use the RSB trademarks after membership had been accepted according to the *RSB Articles of Association*. The RSB trademarks may be used for general communication only. The use of the RSB trademarks is not permitted for product-related communication.
1. 2. 3. RSB Partners (MoU) may only use the RSB trademarks if a Memorandum of Understanding (MoU) has been signed by the RSB that includes specific

provisions for the use of the RSB trademarks. RSB trademarks may only be used for the scope of the MoU.

1. 2. 4. RSB Event Partners (e.g. conference organisers) shall accept the terms and conditions for the use of the RSB trademark by signing the agreement in the annex of this procedure. No separate contract on trademarks use is needed. The RSB trademarks shall only be used on specific promotional material for the event which RSB supports or is engaged with.
1. 2. 5. Certification Bodies may only use the RSB trademark if a valid CB agreement with the RSB is in place and a valid accreditation for RSB certification is obtained. CB shall only advertise or promote services that are within the scope of their accreditation.
1. 2. 6. Organisations offering training, consultancy or technical advice on the RSB systems shall sign an agreement with the RSB to obtain permission to use the RSB trademarks in training materials and for promotional purposes. They shall not imply that RSB endorses any training, consultancy or technical advice unless agreed otherwise.
1. 2. 7. Media organisations shall accept the terms and conditions for the use of the RSB trademark by signing the agreement in the annex of this procedure. No separate contract on trademarks use is needed. Media organisations are free to use the RSB trademarks if the information is correct.
1. 2. 8. Educational or research organisations shall accept the terms and conditions for the use of the RSB trademark by signing the agreement in the annex of this procedure. No separate contract on trademarks use is needed.
1. 3. Other users not mentioned in the above table shall contact the RSB Secretariat to request permission for logo use.
1. 4. The RSB trademarks shall not be used in a way that could cause confusion, misinterpretation or loss of credibility of the RSB certification scheme.
1. 5. The use of RSB trademarks by any other third-party is not permitted, unless a written authorisation allowing its use under certain conditions is granted by the RSB Secretariat. The unauthorised use of the RSB trademarks is prohibited and can lead to a criminal charge.
1. 6. Persons or corporate entities are fully responsible, accountable and liable for the use of the RSB trademarks or EU RED compliance claims, including for third parties acting on your behalf.
1. 7. When using the RSB trademarks together with another trademark, compliance claim or label from another standard/certification which is not officially recognised by the RSB, RSB trademarks must be equally visible and displayed in a way which does not imply any relation to, endorsement of, or association with the other standard/certification.
1. 8. Any misuse of the RSB trademarks or EU RED compliance claims which you notice within one's scope of certification, including sub-contractors, shall be reported to the RSB Secretariat.

2. Use of RSB Trademarks on documentation associated with RSB EU RED-certified biomass and biofuels (“on-product claims”)

2. 1. You may only use RSB Trademarks for on-product communication and claims under the following conditions:
 2. 1. 1. You possess a valid licensing agreement with the RSB Secretariat and a valid RSB participant code; and
 2. 1. 2. You possess a valid certificate of conformity issued by an RSB recognised certification body, which includes the Consolidated RSB EU RED Chain of Custody Standard (RSB-STD-11-001-20-001); and
 2. 1. 3. You meet all requirements and the intent of this procedure; and
 2. 1. 4. The final products included in your scope of certification are derived in whole or in part from RSB EU RED-compliant biomass and derivatives.
2. 2. If you fulfilled the conditions listed under 2.1 above, you may use on-product communication as follows:
 2. 2. 1. For products containing RSB EU RED-compliant product (e.g. packaging, tank, dispensers etc.), or on systems used for the transportation of these products (e.g. transportation tanks & pipelines); and
 2. 2. 2. For documentation associated with RSB EU RED-compliant product (e.g. invoice, bills of lading, transport notes, product transfer documents, etc.) where the use of the RSB Trademarks refers to the RSB EU RED-compliant product contained in a particular consignment or lot.
2. 3. You shall only use RSB Trademarks in relation to RSB EU RED-compliant products included in your scope of certification.
2. 4. You shall provide the following information together with RSB Trademarks:
 2. 4. 1. A product description, which is
 - Applied to the packaging, dispenser or transportation system next to the on-product use of the RSB Trademarks; or
 - Compiled in a separate document which is freely and readily available to the customer (e.g. on an internet page, a leaflet, the offer or the invoice). In this case the on-product use of the RSB Trademarks shall list a reference to the product description (e.g. “for further information see”).
 2. 4. 2. RSB EU RED short claim, as defined in 2.5.1
 2. 4. 3. For biofuel producers and biofuel blenders, Greenhouse Gas intensity of the product (for other products, see 2.5.4)
 2. 4. 4. RSB participant code
 2. 4. 5. RSB webpage address (www.rsb.org)
2. 5. **On-product claims and documentation for certified RSB EU RED-compliant biomass/biofuel:**
 2. 5. 1. For RSB EU RED-compliant biomass produced under the “identity of product preserved” or “product segregation” chain of custody models, the RSB short claim shall be: “**RSB EU RED Compliant Biomass/Biofuel**” or “**RSB EU RED Compliant Biomass/Biofuel**”. You may use an equivalent claim of your choice upon prior written agreement by the RSB Secretariat

and your certification body.

2. 5. 2. For RSB EU RED-compliant biomass produced under the “mass balance” chain of custody models, the RSB short claim shall be: **“Product mix contains RSB EU RED Compliant Biomass/Biofuel”** or **“Product mix contains RSB EU RED Compliant Biomass/Biofuel”**. You may use an equivalent claim of your choice upon prior written agreement by the RSB Secretariat and your certification body.
2. 5. 3. For product leaving the facility, one or more of the following claims shall be included in its documentation (e.g. on invoices, bills of lading, transport notes, product transfer documents) (as defined in 2.4):
 2. 5. 3. 1. On-product claims for *“Identity Preserved” chain of custody model*:

“This consignment/lot/batch of certified biomass/biofuel is certified as being in compliance with RSB standards. [Optionally [It is derived entirely from biomass produced by [producer of origin]/in region(s)].”

[Note: the particular operation of origin (city, state/province, country) of the biomass may be indicated]

“This consignment/lot/batch of certified biomass/biofuel has been stored and transported separately from uncertified biomass/biofuel product”.

“In the associated documentation, this batch of biomass/biofuel was tracked separately from uncertified biomass/biofuel.”

“In the biomass/biofuel production process, this biomass/biofuel was tracked in physical mass and in associated documentation separately from other batches of biomass/biofuel.”
 2. 5. 3. 2. On-product claims for *“Product segregation”*:

“This consignment/lot/batch of biomass/biofuel is certified as being in compliance with RSB standards.”

“This consignment/lot/batch of biomass/biofuel contains biomass/biofuels which are compliant with RSB standards.”

“In the associated documentation, this biomass/biofuel was tracked separately from biomass/biofuel not compliant with the RSB standards.”

In the biomass/biofuel production process, this biomass/biofuel was tracked in physical mass and in associated documentation separately from biomass/biofuel product not compliant with the RSB standards.”
 2. 5. 3. 3. On-product claims for *“Mass balance”*:

“The equivalent mass of this biomass/biofuel originated from production operations certified as being in compliance with RSB standards.”

“This biomass/biofuel is made up of a mix of biomass/biofuel compliant with the RSB standards, and other biomass/biofuels which have not been evaluated for compliance with the RSB standards. The corresponding mass of certified materials has been tracked in the associated documentation.”
2. 5. 4. Required Claim on Greenhouse Gas Savings (Biofuel Producers and Biofuel Blenders only):

Participating Operators who meet all the requirements described in

Criteria 3.a, 3.b and 3.c of the Consolidated RSB EU RED Principles & Criteria (RSB-STD-11-001-01-001) may use the following claim in the information attached to the product (as defined in Section 2.4):

“Over its production lifecycle, this biofuel provides [x] % greenhouse gas savings compared to a fossil fuel equivalent” ([x] being the exact GHG savings, as calculated above; [y] being the origin of the reference fossil product being replaced by the bio-product.

3. EU RED compliance claims for biofuels certified through other sustainability systems recognised by the European Union

3. 1. If your biomass/biofuel is derived from material certified by a certification scheme other than RSB, that is recognised by the European Union², you may use EU RED Compliance claims for on-product communication if:
 - 3 1. 1. You have a valid licensing agreement with the RSB Secretariat and a valid RSB participant code; and
 - 3 1. 2. You have a valid certificate of conformity issued by an RSB recognised certification body, which includes Consolidated RSB EU RED Standard on Chain of Custody (RSB-STD-11-001-20); and
 - 3 1. 3. You meet all requirements and the intent of this procedure; and
 - 3 1. 4. The outgoing products included in your scope of certification are derived entirely from biomass and intermediaries certified by a scheme recognised by the European Union.
- 3 2. If you fulfilled the conditions listed under 3.1 above, you may use EU RED compliance claims in the following manner:
 - 3 2. 1. On products containing EU RED compliant product (e.g. packaging, canister, tank, etc.), or on systems used for the transportation of these products (e.g. transportation tanks, tubes, pipelines); and
 - 3 2. 2. On documentation associated with EU RED compliant product (e.g. invoice, packaging list, advertisement, brochure, etc.).
- 3 3. You shall only use EU RED Compliance claims in relation to EU RED compliant products included in your scope of certification.
- 3 4. You shall provide the following information:
 - 3 4. 1. EU RED Compliance claim, as defined in 3.5.1
 - 3 4. 2. RSB participant code
 - 3 4. 3. RSB webpage address (www.rsb.org)
 - 3 4. 4. The EU RED approved sustainability certification scheme(s) to which upstream biomass and/or raw materials are certified.
- 3 5. On-product claims and documentation for EU RED compliant biomass/biofuel:
 - 3 5. 1. For EU RED-compliant biomass produced using the “identity of product preserved”, “segregation” or “mass balance” chain of custody tracking models the EU RED short claim shall be: **“EU RED compliant**

² http://ec.europa.eu/energy/renewables/biofuels/sustainability_schemes_en.htm

Biomass/Biofuel”.

- 3 5. 2. If you are making EU RED Compliance claim on documentation associated with the transport of EU RED compliant material, one or more of the following claim shall be included in the information attached to the product (as defined in 3.4), following a “mass balance” chain-of-custody model:

“The equivalent mass of this biomass/biofuel product originated from production operations certified as being in compliance with the EU RED.”

“This biomass/biofuel product contains a mix of biomass/biofuel products compliant with the EU RED and other biomass/biofuels products, which have not been evaluated for compliance with the EU RED. The corresponding mass of certified materials has been tracked in the associated documentation.”

- 3 6. RSB explicitly does not allow operators certified by schemes other than the RSB to make claims of RSB compliance on product transfer documentation, unless approved through an equivalency analysis approved by RSB. Product claims on transfer documents for material certified to EU RED recognised schemes besides RSB are restricted to EU RED compliance only, as described in Sec 3.5.

4. Documentation and use of RSB Trademarks in general communication (“off-product claims”)

4. 1. RSB EU RED Participating Operators, (both certified and those still in the application process) RSB recognised certification bodies, RSB accreditation body and RSB Members may use the RSB trademarks for off-product communication (e.g. internet, email signature, signboards, corporate documents, brochures, leaflets, etc.) as follows:

4. 1. 1. *Participating Operators (non-certified)*: You may use the following claim in your off-product communication related to the RSB certification systems:

“Supporting socially and environmentally ethical production of Biomass and Biofuels”

You may use an equivalent claim of your choice upon prior written agreement by the RSB Secretariat and your certification body.

4. 1. 2. *Participating Operators (certified)*: If you meet requirements 2.1.1 to 2.1.5, you may use one of the following claims in your off-product communication related to the RSB certification systems:

“Delivering socially and environmentally ethical Biomass/Biofuels certified by the Roundtable on Sustainable Biomaterials (RSB)”

“Sourcing socially and environmentally ethical Biomass/Biofuels certified by the Roundtable on Sustainable Biomaterials (RSB)”

“[Name of Company] is proud to be RSB EU RED-certified”

You may use an equivalent claim of your choice upon prior written agreement by the RSB Secretariat and your certification body.

4. 1. 3. *RSB-accredited Certification Bodies*: You may use the RSB trademarks together with one of the following claims in your off-product communication related to the RSB certification systems:

“RSB-accredited certification body”.

Supporting RSB’s certification that verifies the biomass, biofuels and bio products are socially responsible, environmentally sustainable and credibly-sourced.

You may use an equivalent claim of your choice upon prior written agreement by the RSB Secretariat.

4. 1. 4. *Accreditation Body*: If you hold a valid recognition by the RSB, you may use the RSB trademarks together with one of the following claims in your off-product communication related to the RSB certification systems:

“RSB-recognised accreditation body”

Supporting RSB’s certification that verifies the biomass, biofuels and bio products are socially responsible, environmentally sustainable and credibly-sourced.

You may use an equivalent claim of your choice upon prior written agreement by the RSB Secretariat.

4. 1. 5. *RSB Members*: You may use the RSB trademarks together with the following claim:

“Member of the Roundtable on Sustainable Biomaterials”

You may use an equivalent claim of your choice upon prior written agreement by the RSB Secretariat.

4. 2. If you are using the claims defined in 4.1.1. to 4.1.4., you shall include the following information in the documentation:

4. 2. 1. The applicable RSB EU RED compliance claim as defined in 4.1.1 to 4.1.4;

4. 2. 2. one of the following:

4. 2. 2. 1. RSB participant code (Participating Operators);
4. 2. 2. 2. Registration code for accreditation (certification bodies); or
4. 2. 2. 3. Validity dates for recognition (accreditation body).

4. 3. If you are using the claim defined in 4.1.2, you shall provide to the public, upon request, the percentage of RSB EU RED/EU RED compliant product out of the total products you handle/produce.

5. Logo Use Requirements (to be followed as per the CI Guide)

5. 1. The logo user shall not
5. 1. 1. change the proportions of the RSB logo;

5. 1. 2. change or add contents to the RSB logo;
5. 1. 3. make the RSB logo to be part of other information, not covered by scope of certification;
Example: If an operator discloses product related GHG emissions on a voluntary basis (e.g. biomaterial producers who are not obliged to conduct a GHG calculation) the RSB logo shall not be used in a way that could lead the consumer to the opinion the GHG calculation was part of the certification.
5. 1. 4. place the RSB logo with another border or background;
5. 1. 5. change the shape of the border of background of the RSB logo;
5. 1. 6. rotate the RSB logo;
5. 1. 7. violate the clear space around the RSB logo;
5. 1. 8. combine the RSB promotional logo with the user's own branding in a way which implies association;
5. 1. 9. place the RSB logo on a strongly patterned background or image using the RSB logo as a watermark;
5. 2. RSB Members may use the member logo on any of the following:
 - Website, social media, email signatures and other online channels
 - Presentations/Events
 - Newsletters
 - Annual Reports
 - Press releases
 - Banners and signage
 - Brochures and other collateral
 - Other promotional items



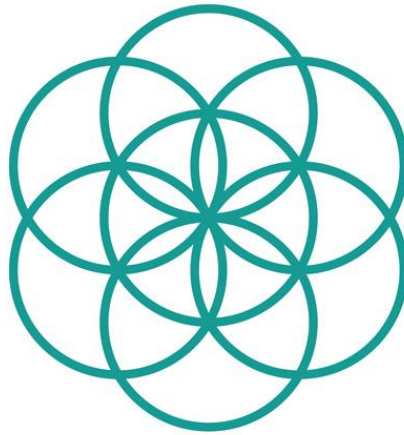
5. 3. Certified Operators who hold valid certificates may use the certified logo on any

of the following:

- On-product (trucks, shipments, packaging, tanks) if applicable
- Website, social media, email signatures and other online channels
- Presentations/Events
- Newsletters
- Annual Reports
- Press releases
- Banners and signage
- Brochures and other collateral
- Other promotional items



5. 4. Entities that have received RSB approval for use of the RSB trademarks may use the RSB general logo on any of the following in accordance with the guidelines set forth earlier in this document:
- Website, social media, email signatures and other online channels
 - Presentations/Events
 - Newsletters
 - Annual Reports
 - Press releases
 - Banners and signage
 - Brochures and other collateral, Other promotional items



RSB[®]

Roundtable on
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www.rsb.org

Annex: RSB Logo Use Agreement

As a representative of _____, I hereby confirm that I have read and understand the RSB trademarks use requirements as outlined in the *RSB Procedure on Communication and Claims* (RSB-PRO-11-001-50-001), and that _____ will use the RSB trademarks in accordance with those requirements.

I understand that this trademarks use agreement can be terminated by the RSB if provisions are not met or entity acts against the interest of the RSB.

Signature

Date

Please sign and return to RSB at info@rsb.org.