



CONTENTVERIFIED

# *CVI 3000 Standard*

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# Content Verified Ingredient Verification

## CVI 3000 Standard

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## A. Definitions

1. Audit - A means to verify compliance with a standard or set of standards, rules, regulations, or other requirements against which a company or product is being measured and that the company must meet. Audits can range in duration depending on size or organization, and can be performed as a desk audit (review of documents and records) only, an on-site audit only, or a combination of both.
2. Bulk – Nonretail container used for shipping or storage of a verified product that is not used in the retail display or sale of the product.
3. Company Principal - Any person who is a partner, officer, director, holder, manager, or owner of the company applying for verification.
4. Component (or ingredient component) - Materials that are physically mixed together into a multi-component ingredient.
5. Cosmetic – (1) Articles intended to be rubbed, poured, sprinkled, or sprayed on, introduced into, or otherwise applied to the human body or any part thereof for cleansing, beautifying, promoting attractiveness, or altering the appearance, and (2) articles intended for use as a component of any such articles; except that such term shall not include soap.
6. Health and Beauty Care Products - (1) products in the categories of over-the-counter remedies and medicines; (2) personal care items, such as toothpaste, shaving cream, and mouthwash; (3) hair care items, such as shampoo, conditioners, setting lotions, and home permanents; (4) body care items, such as body lotion, skin moisturizer, and facial applications; and (5) cosmetics, including face makeup and perfume. In mass merchandise outlets and supermarkets, health and beauty care aids are displayed in a department separate from other merchandise.
7. Handle - To sell, process, re-label, or package products covered by CVI 3000.
8. Handling operation - An operation or portion of an operation that receives or otherwise acquires and processes, packages, or stores products covered by CVI 3000.
9. Ingredient - Materials that are added directly to a multi-ingredient finished health and beauty care product. An ingredient can be a single component, or it can be a mixture of components.
10. Ingredient statement - The list of ingredients contained in a product shown in their common and usual names in the descending order of predominance.
11. Inspection. The act of examining and evaluating the production or handling operation of an applicant for verification or verified operation to determine compliance with CVI 3000.
12. Inspector - Any person retained or used by *Content Verified* to conduct inspections of verification applicants or verified handling operations.
13. Label - (a) *Labeling* includes all written, printed, or graphic matter accompanying an article at any time while such article is in interstate commerce or held for sale after shipment or delivery in interstate commerce. (b) *Label* means any display of written, printed, or graphic matter on the immediate container of any article, or any such matter affixed to any consumer commodity or affixed to or appearing upon a package containing any consumer commodity. (CFR Title 21 Sec. 1.3)
14. Lot (or batch) number - A unique code consisting of letters, numbers, or symbols, or any combination thereof from which one can determine the complete history of the manufacturing, processing, packaging, holding, and distribution of a batch or lot covered by CVI 3000.
15. Manufacture (handle) – Processing of health and beauty care products to include but not limited to heating, cooking, drying, mixing, grinding, extracting, fermenting, distilling, preserving, dehydrating, freezing, chilling, or otherwise manufacturing and includes the packaging, or otherwise enclosing health and beauty care products in a container.
16. National Organic Program (NOP) - The program authorized by the Organic Foods Production Act of 1990; and implemented by the Code of Federal Regulations 7 CFR part 205.
17. Non-compliance - Lack of conformance with CVI 3000.
18. Organic content - That portion, expressed as a percentage, of the finished product, ingredient, ingredient component or processing intermediate that comes from NOP certified organic agricultural material.
19. Organic Ingredient – Any NOP certified ingredient used to calculate the total organic content of a CVI 3000 standard verified product.
20. Products - Finished goods or ingredients covered by CVI 3000.
21. Production location - A location or site that is involved in handling, processing, or final point of production or assembly of products or of ingredients to be included in a final product.
22. Records - Any information in written, visual, or electronic form that documents the activities undertaken by a manufacturer verified to CVI 3000.

23. Retail Product – Any product that is labeled for consumer purchase.

## B. Introduction

### 1. Purpose

- a. *Content Verified* is an international custom auditing and verification company providing evaluation, development and verification services to manufacturing, distribution, and various handling operations. Recognizing the inconsistencies in evaluating and verifying the organic content of health and beauty care products, *Content Verified* created *Content Verified Ingredient (CVI) 3000 Standard*. The *CVI 3000 Standard* is designed:
  - i. To provide a transparent, consistent and comprehensive third-party evaluation and verification program for health and beauty care products.
  - ii. To provide clear and truthful labeling information to the consumer pertaining to the certified organic status of ingredients and the organic content claim of health and beauty care products.
  - iii. To encourage participation by manufacturers of health and beauty care products to support organic farming by using organic ingredients.
  - iv. For those companies who manufacture or handle products that contain certified organic ingredients but do not comply with the USDA NOP Standard.
- b. Participation in the *Content Verified* CVI 3000 program is voluntary and open to companies that manufacture, label, and/or trade health and beauty care ingredients or products.
- c. The *Content Verified* program verifies organic ingredients used to manufacture health & beauty products in the US and around the world.

### 2. Scope

- a. The *CVI 3000 Standard* provides third-party evaluation and verification of certified organic ingredients, total organic content, and specified labeling claims for health and beauty care products. The *CVI 3000 Standard* may be used to:
  - i. Provide third-party verification of organic content, ingredients and agreed upon label claims for health and beauty care products to consumers.
  - ii. Provide verification of compliance with California's COPA 2003 standard which requires that any health or beauty product using the term "organic" on the label must have a minimum of 70% organic content.
  - iii. Provide third-party verification of organic content that may be required by other countries importing health and beauty care products using the term "organic" on the label.
- b. The *CVI 3000 Standard* must not be used to:
  - i. Certify food products for human or animal consumption.
  - ii. Certify any ingredients or products to the USDA National Organic Program (NOP) 7 CFR 205 regulations.
- c. The *CVI 3000 Standard* does not verify product quality.
- d. The *CVI 3000 Standard* does not evaluate or verify accuracy of labels or label formatting for compliance to FDA regulations or other required federal, state, or international labeling requirements.

### 3. Principles

- a. *Timeliness*. *Content Verified* makes every effort to respond to applicant and client requests promptly, but makes no guarantee of the length of time necessary to complete the verification process. Client or applicant response time for submitting required documentation, additional information requested, or fees to *Content Verified* will affect the time involved to complete the process.
- b. *Equal Opportunity*:
  - i. Verification of operation sites and products are determined solely on the merits of the operator's documented practices as compared to requirements of *CVI 3000* standards. *Content Verified* does not exclude from participation or product verification on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, marital or family status.
  - ii. *Content Verified* reserves the right to discontinue the review process or refuse renewal of verification service to an applicant or verified operation for inappropriate applicant or client contact with *Content Verified* representatives. An applicant or client whose service is discontinued or refused for inappropriate contact shall be liable for the costs of services provided up to the time of

termination of services. *Content Verified* may discontinue or refuse services for the following client actions toward *Content Verified* representatives:

- (1) Harassing, abusing or demeaning remarks or actions either verbally or written;
- (2) Communications outside the normal procedural methods;
- (3) Monetary transactions or offers of transactions that constitute a conflict of interest;

- c. *Rights and Responsibilities.* *Content Verified* has made every effort to provide a clear description of the rights and responsibilities of applicants or clients, as participants of the *CVI 3000* verification program, and for *Content Verified*, as the administrator of the program. *Content Verified* welcomes any questions or requests for clarification and encourages participation by all interested parties in the continuous improvement and development of *Content Verified* policies and *CVI 3000* standards. You may contact *Content Verified* by email, phone, or fax at any time.
- d. *Confidentiality.*
  - i. In order to perform accurate and thorough evaluations of products requested for organic content verification, *Content Verified* must access all pertinent information regarding each product and each operation site where the product is manufactured or handled. This includes the identity, composition and source of every ingredient, the operation's manufacturing and handling processes, and recordkeeping systems for all ingredients and the final product. *Content Verified* has established confidentiality policies and procedures to respect the client's rights of maintaining proprietary information and the consumer's right to know what materials are used in the production of products they purchase. By submitting a signed application form, the client agrees to provide *Content Verified* with access to confidential business information according to the principles described in this section.
  - ii. All records and information provided by a client are stored in locked file cabinets or a highly secured electronic database in the *Content Verified* office, which is protected by an electronic security system.
  - iii. All *Content Verified* representatives, to include staff, internal and external auditors, inspectors, and contractors are required to sign a Confidentiality Agreement which is kept on file in the *Content Verified* office. By signing the confidentiality agreement, *Content Verified* representatives agree to protect and maintain confidential information and documentation according to defined procedures and further agree not to use this information for any purpose other than direct performance of work duties assigned by *Content Verified*.
  - iv. Full access to client files is limited to authorized representatives of *Content Verified* who have signed a confidentiality agreement, unless the client provides a written authorization to release information to a specified third party, or unless *Content Verified* is ordered by subpoena, court order, or public proceeding to disclose this information.
  - v. Client file copies transferred to authorized representatives of *Content Verified* for review, audit, inspection or investigation, are transferred in a secure manner, cannot be copied, and must be returned to the *Content Verified* office where they are securely stored.
  - vi. When a client or third party supplier submits information, deemed proprietary by that party, directly to *Content Verified*, all documentation must be clearly marked "CONFIDENTIAL" on each page of each document containing such information. Such confidential information will be filed in a separate file marked confidential and access is limited to authorized representatives of *Content Verified* who have signed a confidentiality agreement.
  - vii. Exemptions to Confidentiality:
    - (1) Information that is public domain (e.g. Freedom of Information Act, disclosure by a producer, manufacturer, product patent, or publication) is excluded from confidentiality.
    - (2) All company contact information submitted on the general application and company and product information included on the Letter of Verification issued by *Content Verified* as a result of the *CVI 3000* verification process pursuant to *CVI 3000 section H.5.* is available to the public.
    - (3) Website Listing: A complete and accurate list of the current verification status for operations and products verified to *CVI 3000* standards will be posted and maintained monthly on the *Content Verified* website at [www.contentverified.com](http://www.contentverified.com).
- e. *Conflicts of Interest.* *Content Verified* makes every effort to prevent conflicts of interest at all stages of the verification process and to provide impartial evaluation and verification of organic ingredients and content percentages for health and beauty care products requested for verification. To ensure impartiality in the verification process and decision making, *Content Verified* has established the following policies and procedures:

- i. *Content Verified* excludes any *Content Verified* representative from work, discussions, and decisions in all stages of the verification process for companies or products in which they have a vested interest. Vested interest is defined as:
  - (1) Direct commercial, financial, or family interest in a company or product, to include, but not limited to direct ownership, investments, stock options, receipt of brokerage fees or commissions, interests in leased or jointly owned real, capital, or personal property, and production, distribution or sale of a specific product being reviewed, or a competing operation or product.
  - (2) Employment, consultation, or business transactions within a twelve-month period prior to receipt of the application.
- ii. All *Content Verified* representatives, to include staff, internal and external auditors, inspectors, and contractors are required to complete and sign a Conflicts of Interest disclosure prior to performing any duties with *Content Verified*. *Content Verified* representatives must update the document annually thereafter, and during the year as necessary, to fully disclose all current companies or products in which they have a vested interest. *Content Verified* representatives who fail to provide full disclosure on the Conflicts of Interest disclosure statement are subject to disciplinary action up to and including termination.
- iii. *Content Verified* representatives are prohibited from accepting monetary transactions or offers of transactions, other than the prescribed fees for *Content Verified* services, from clients or applicants for verification.
- iv. *Content Verified* ensures that the final decision to verify an operation site or product is made by an Administrative Review panel.
- v. If *Content Verified* determines that any *Content Verified* representative who participated in the verification process of an operation or product had a conflict of interest during the verification or decision making process, *Content Verified* will reevaluate and perform a new verification process from the point of the conflict of interest at the expense of *Content Verified*.
- f. *Contact Information.*

<i>Content Verified</i>	
Mailing Address:	30520 Rancho California Rd, Ste 107-101, Temecula, CA 92591 USA
Phone:	760-802-0134
Fax Phone:	760-454-2337
Website:	<a href="http://www.contentverified.com">www.contentverified.com</a>
E-mail:	<a href="mailto:info@contentverified.com">info@contentverified.com</a>

## C. General Requirements for Verification

1. All handling operations, including each site for multiple site operations or portions of the operation that are independently contracted, seeking to receive or maintain *CVI 3000* verification for health and beauty care products must:
  - a. Complete and submit *Content Verified* application forms and supporting documentation for each operation site that manufactures or handles organic ingredients or products requested for verification;
  - b. Comply with *CVI 3000* standards and applicable organic production and handling requirements;
  - c. Establish, implement, maintain and update annually an organic system plan and recordkeeping plan that is submitted to *Content Verified*;
  - d. Permit on-site inspections with complete access to the handling operation and records, including non-verified production and handling areas, structures, and offices by authorized representatives of *Content Verified*;
  - e. Submit the applicable fees charged by *Content Verified*; and
  - f. Immediately notify *Content Verified* concerning any change in a verified operation, or any portion of a verified operation, that affects information submitted on the application forms. Changes that affect information submitted on the organic systems plan or product application must be submitted to *Content Verified* for update and verification prior to implementation.
2. Information and documentation submitted by a handling operation for verification of an operation and health and beauty care products must accurately reflect business information and actual practices, procedures, and product formulations. Any operation that makes false statements to *Content Verified* is subject to fines up to \$5,000 per occurrence and/or denial of verification, or non-compliance actions, including suspension or revocation of verification.

3. Any operation that knowingly sells, labels or represents product as *CVI 3000 Verified*, except in accordance with *CVI 3000* standards, is subject to fines up to \$5,000 per occurrence and non-compliance actions, including suspension or revocation of verification.

#### **D. Exclusions from Verification**

1. A handling operation or portion of a handling operation is excluded from the requirements of verification, except for the requirements for the prevention of commingling and contact with prohibited substances as set forth in *CVI 3000 section E.2.* with respect to any *CVI 3000 Verified* products, if such operation or portion of the operation only sells, stores, or distributes organic health and beauty care products labeled as *CVI 3000 Verified* that:
  - a. Are packaged or otherwise enclosed in a container prior to being received or acquired by the operation; and
  - b. Remain in the same package or container and are not otherwise processed while in the control of the handling operation.

#### **E. Organic Production and Handling Description**

1. Mechanical or biological methods, including but not limited to cooking, baking, curing, heating, drying, mixing, grinding, churning, separating, distilling, extracting, cutting, fermenting, preserving, dehydrating, freezing, chilling, or otherwise manufacturing, and the packaging, canning, jarring, or otherwise enclosing product in a container may be used to process a product for the purpose of retarding spoilage or otherwise preparing the health and beauty care product for market.

#### **F. Organic System Plan**

1. The handler of a production or handling operation, except as excluded under *CVI 3000 section E*, intending to sell, label, or represent health and beauty care products as *CVI 3000 Verified* must develop an organic production or handling system plan that is agreed to by the handler and *Content Verified*. An organic system plan must meet the requirements set forth in this section for organic production or handling. An organic production or handling system plan must include:
  - a. A description of practices and procedures to be performed and maintained, including the frequency with which they will be performed;
  - b. A list of substances to be used as a production or handling input, ingredient, or processing aid indicating its composition and source for each health and beauty care product requested for verification;
  - c. A description of the monitoring practices and procedures to be performed and maintained, including the frequency with which they will be performed, to verify that the plan is effectively implemented;
  - d. A description of the recordkeeping system implemented to comply with the requirements established in *CVI 3000 section G*;
  - e. A description of the management practices and physical barriers established to prevent commingling of organic and nonorganic ingredients and products; and
  - f. Additional information deemed necessary by *Content Verified* to evaluate compliance with the standard.

#### **G. Recordkeeping**

1. **Recordkeeping by Verified Operations**
  - a. A verified operation must maintain records concerning the production, handling, and distribution of health and beauty care products that are or that are intended to be sold, labeled, or represented as *CVI 3000 Verified*.
  - b. Such records must:
    - i. Be adapted to the particular business that the verified operation is conducting;
    - ii. Fully disclose all activities and transactions of the verified operation in sufficient detail to be readily understood and audited, and must:

- (1) Trace organic ingredients or products from purchase and receipt to the distribution of finish product and from finished product back to each organic and nonorganic ingredient used in the manufacturing and handling of verified product formulations, as applicable to the operation.
  - (2) Verify the certified organic status at the time of purchase and receipt of all ingredients included in organic content calculation by maintaining on file a current organic certificate, and, if applicable, a letter of verified organic content issued by an accredited certifier of the USDA NOP, or a letter of verified organic content verification issued by *Content Verified*. Organic certificates and letters of verified organic content must have been issued within 18 months prior to product purchase. Use of ingredients or product without documented organic status verification at time of manufacturing, will be disqualified from organic content calculation and may result in non-compliance action.
    - iii. Be maintained for not less than 3 years beyond their creation; and
    - iv. Be sufficient to demonstrate compliance with *CVI 3000* standards.
  - c. The verified operation must make such records available for inspection and copying during normal business hours by authorized representatives of *Content Verified*.
2. **Recordkeeping by *Content Verified***
- a. *Content Verified* will maintain records according to the following criteria:
    - i. Records obtained from the applicant for *CVI 3000* verification of the operation site and product will be maintained for not less than 3 years from their receipt.
    - ii. Records created by *Content Verified* regarding applicants for *CVI 3000* verification of the operation site and product will be maintained for not less than 5 years beyond their creation.
    - iii. All records and information will be maintained in accordance to *CVI 3000 section B.3.d*.

## H. Verification Process

### 1. Application for Verification

- a. A handling operation seeking verification of organic content of health and beauty care products under the *CVI 3000 Standard* must submit an application and fees to *Content Verified* for each operation site that manufactures or handles health and beauty care products or ingredients requested for verification.
- b. The operation site must complete information on required CVI application forms. All forms and supporting documentation must be submitted in electronic format (eg. email, cd) to *Content Verified*. Application forms not submitted in electronic format will be converted to the required format and an additional fee will be charged for this service.
- c. The application and supporting documentation must be submitted in English. If original supporting documentation is in a language other than English, submit a copy of the original and an English translation of the supporting documentation.
- d. *Content Verified* can only process completed application forms. The application must include the following for evaluation and audit:
  - i. CVI general application form. The application must include the name of the person completing the application; the applicant's business name, address, and telephone number; and, when the applicant is a corporation, the name, address, and telephone number of the person authorized to act on the applicant's behalf;
  - ii. CVI Organic systems plan form describing manufacturing or handling practices and required recordkeeping systems pursuant to *CVI 3000 section F*.
  - iii. CVI product application form, additional documentation required as specified in the form, and color copies of all associated labels for each product requested for verification providing information pursuant to *CVI 3000 section I. and J*.
  - iv. CVI supplier verification form providing information pursuant to *CVI 3000 section I.c*.
  - v. Organic certificates and, if applicable, letters of verification for each organic ingredient and supplier;
  - vi. Records used in the recordkeeping system as defined in the organic systems plan proving audit trail traceability pursuant to *CVI 3000 section G.1*. for products requested for verification. Copies of actual records must be submitted for products currently in production at time of application, or immediately following the first production of product requested for verification and may include, but is not limited to the following:

- (1) Invoices and receiving documentation for all organic ingredients and products
  - (2) Production or batch records from the most recent production run for each product requesting verification.
  - (3) Sales and shipping documentation
  - (4) All other records used in recordkeeping system defined by the applicant in the organic systems plan.
- vii. Other information necessary to determine verification with *CVI 3000* standards.

## 2. Application Review Process

- a. *Initial Application Review*: Upon receiving an application for verification, *Content Verified* will:
  - i. Review the application materials to ensure completeness.
  - ii. Acknowledge receipt of application materials, notify the applicant of any missing or additional documentation required, and provide the due date that the documentation must be received to continue the review process.
  - iii. Provide an invoice for estimated review and additional fees to the applicant.
- b. *Application Review*: Within a reasonable time after the application is accepted and payment received for review and additional fees, a *Content Verified* auditor will perform an application review to include:
  - i. Review and evaluate information provided in the application materials received, perform a desk audit, product evaluation, and prepare a decision recommendation.
    - (1) Auditor may contact the applicant to request additional information or documentation required to complete the review process and provide the due date that the documentation must be received.
    - (2) Decision recommendations may include a request for an on-site inspection to be performed.
  - ii. Provide an invoice for annual verification fees, and adjustment for review and additional fees, as applicable.
- c. *Verification Decisions*. An administrative review panel will review the desk audit, reviewer recommendations, on-site inspection report, as applicable, and any additional information requested from or documentation supplied by the applicant to determine a verification decision. *Content Verified* will notify the client of the results of the verification decision.
  - i. If *Content Verified* determines that the verified operation is complying with *CVI 3000 standards*, *Content Verified* will grant verification in accordance with *CVI 3000 section H4*.
  - ii. If *Content Verified* determines that there is insufficient information or documentation to make a verification decision, *Content Verified* will notify the applicant that further information is required with a due date documentation must be received and/or require an onsite inspection before a decision is made.
  - iii. If *Content Verified* has reason to believe, based on the review of the information specified in *CVI 3000 section H.2.-4* and any on-site inspection, that a verified operation is not complying with the requirements of *CVI 3000*, *Content Verified* shall provide a written notification of non-compliance to the operation in accordance with *CVI 3000 section L.2*.
  - iv. Notwithstanding *paragraph iii. of this section*, if *Content Verified* has reason to believe that an applicant for verification has willfully made a false statement or otherwise purposefully misrepresented the applicant's operation or its compliance with the verification requirements pursuant *CVI 3000 standards*, *Content Verified* may deny verification without first issuing a notification of non-compliance.
- d. *Application Withdrawal*. The applicant may withdraw its application at any time. The verification process is discontinued upon notification of the application withdrawal. An applicant who withdraws its application shall be liable for the costs of services provided up to the time of withdrawal of its application.
- e. *Discontinuation of Verification Process*. Review and verification of the application may be discontinued by *Content Verified* for an applicant's withdrawal of application, nonpayment of fees, failure to submit sufficient information or documentation by the required due date, refusal of an on-site inspection or inappropriate contact with *Content Verified* staff as defined in *CVI 3000 section B.3.b*. An applicant shall be liable for the costs of services provided up to discontinuation of the verification process.

## 3. On-site Inspections

- a. An on-site inspection of each production unit, facility, and site that manufactures or handles *CVI 3000 Verified* products and that is included in an operation for which verification is requested shall be conducted a minimum of one time every three years by *Content Verified* for the purpose of determining

whether to approve the request for verification or whether the verification of the operation should continue.

- i. *Content Verified* may conduct additional on-site inspections of applicants for verification and verified operations to determine compliance with the *CVI 3000* standards.
- ii. Additional inspections may be announced or unannounced at the discretion of the *Content Verified* or as required by adverse action or complaint investigations pursuant to *CVI 3000 section L*.
- b. All on-site inspections must be conducted when an authorized representative of the operation who is knowledgeable about the operation is present and at a time when facilities and activities that demonstrate the operation's compliance with or capability to comply with the applicable provisions the *CVI 3000* Standards can be observed, except that this requirement does not apply to unannounced on-site inspections.
- c. The on-site inspection of an operation must verify that the information, including the organic system plan, provided in accordance with *CVI 3000 sections C and F* accurately reflects the practices used or to be used by the applicant for verification or by the verified operation;
- d. The inspector must conduct an exit interview with an authorized representative of the operation who is knowledgeable about the inspected operation to confirm the accuracy and completeness of inspection observations and information gathered during the on-site inspection. The inspector must also address the need for any additional information as well as any issues of concern. The inspector does not make verification decisions and is not authorized to direct the applicant or client to correct issues of concern or perceived non-compliances in a specific manner.
- e. At the time of the inspection, the inspector shall provide the operation's authorized representative with a receipt for any samples taken by the inspector. There shall be no charge to the inspector for the samples taken.
- f. A copy of the on-site inspection report and any analysis results will be sent to the inspected operation by *Content Verified*.

#### 4. **Granting Verification**

- a. If *Content Verified* determines that the organic system plan and all procedures and activities of the applicant's operation are in compliance with the requirements of the *CVI 3000 Standard* and that the applicant is able to conduct operations in accordance with the plan, *Content Verified* will grant verification. The verification may include requirements for the correction of minor non-compliances within a specified time period as a condition of continued verification. Notification of granting or continued verification and, if applicable, of conditional verification and the due date to submit required documentation will be sent to the applicant.
  - i. *Content Verified* will issue a letter of organic content verification which specifies the:
    - (1) Operation name and contact information
    - (2) Site name and address
    - (3) Effective date of the letter of verification
    - (4) Revision date, as applicable
    - (5) Renewal due date
    - (6) Type of business (e.g. distributor, manufacturer, etc.)
    - (7) Product identification and verification information
      - (i) Product name, associated brand names, and identification codes
      - (ii) Organic content percentage.
      - (iii) Verification status
      - (iv) Verification entry date
      - (v) Verification exit date, as applicable
    - (8) Name, address, and telephone number of *Content Verified*
- b. The applicant must pay all review and additional fees due for services before *Content Verified* will issue the Letter of Verification.
- c. Once verified, a handling operation's Letter of Verification continues in effect for one year from the effective date of Letter of Verification, or until updated or surrendered by the handling operation or suspended or revoked by *Content Verified*, whichever occurs first.

#### 5. **Continuation of Verification**

- a. *Correction of Minor Non-Compliances*. When verification is granted or renewed on the condition of correction of minor non-compliances, the client must submit applicable documentation to prove that the correction of the non-compliance has been implemented by the due date specified in the notification.

Upon submission of the documentation to prove correction of a non-compliance, *Content Verified* will process the information in accordance with *CVI 3000 section H.2.c*. If the client fails to submit sufficient documentation by the due date specified, *Content Verified* will initiate non-compliance actions in accordance with *CVI 3000 section L2*.

- b. *Company and Product Changes*.
  - i. Changes to the verification of an operation may be submitted to *Content Verified* at anytime during the verification period by submitting a CVI application for changes to include CVI forms applicable to the requested change, supporting documentation, a complete and accurate update of information submitted pursuant to *CVI 3000 section H.*, and the applicable fees required in *CVI 3000 section M*. Additions, deletions and changes to the operation that affect information submitted on the verified application, organic systems plan, or product application must be submitted for update and verification prior to implementation.
  - ii. *CVI 3000* verification is not transferable. If ownership of a verified operation site changes, the previous owner under which the verification was issued, must notify *Content Verified* immediately upon completion of the transaction. A new general application and applicable fees must be submitted within 15 days to *Content Verified* by the new owners to include information verifying that the manufacturing or handling processes and ingredients are the same. If there are substantial changes to the operational processes or product formulations, a complete application packet and associated fees must be submitted and will be processed as a new applicant in accordance with *CVI 3000 sections H. 1.-4*.
- c. *Annual renewal of verification*. To renew verification, a verified operation must submit annually to *Content Verified*, 60 days prior to the renewal due date identified on the Letter of Verification of Organic Content, annual verification fees and a renewal application for each operation site that requests continued *CVI 3000* verification. The verification status of verified handling operations that make timely application for renewal of verification will not expire during the renewal process. The verification status of handling operations who fail to make timely application for renewal of verification will expire as scheduled unless renewed prior to the scheduled expiration date. Handling operations with an expired verification status must not represent any services performed or products manufactured or handled after the expiration date as *CVI 3000 Verified*.
  - i. The renewal application must include the following for evaluation and audit:
    - (1) CVI general renewal application form.
    - (2) Updated CVI organic systems plan form to include any changes, additions, or deletions to the previous year's organic system plan intended to be undertaken in the coming year.
    - (3) New or revised CVI product application forms and color copies of any new or updated labels associated for each product requested for verification.
    - (4) Updated CVI supplier verification form
    - (5) An update on the correction of minor non-compliances previously identified by *Content Verified* as requiring correction for continued verification.
    - (6) Organic certificates and, if applicable, letters of verification for each organic ingredient and supplier;
    - (7) Records used in the recordkeeping system as defined in the organic systems plan proving audit trail traceability pursuant to *CVI 3000 section G. 1*.for products requested for verification. Copies of actual records must be submitted for verified products currently in production or sale at time of application renewal and may include, but is not limited to the following:
      - (i) Invoices and receiving documentation for all organic ingredients and products
      - (ii) Production or batch records from the last production run for each product requesting verification
      - (iii) Sales and shipping documentation
      - (iv) All other records used in recordkeeping system defined by the applicant in the organic systems plan.
      - (v) Other information necessary to determine verification with *CVI 3000* standards.
  - ii. Following the receipt of the renewal application materials and fees, *Content Verified* will, within a reasonable time, perform an onsite inspection and audit of the verified operation pursuant to *CVI 3000 section H.2. -4*.

## H. Product Verification, Composition, Content Calculation and Labeling

## 1. Application for Product Verification

- a. The applicant or clients must submit CVI product application forms for each unique product formulation. A unique product formulation is defined as a formulation of the same ingredients in the same form and ratio quantities, utilizing the same processing or handling steps and processing aids or intermediates. For unique product formulations that are packaged under multiple product labels, including private labels, the applicant may submit one product application form identifying each associated label on the form. A color copy of each label associated to the unique formulation must be submitted with the product application.
- b. The applicant must disclose the composition of all current and anticipated formulations of health and beauty care products requested for verification, identifying all production or handling inputs, ingredients, feedstock, and processing aids (including water and salt) and the associated quantities used. If a product contains a multi-ingredient product as a component of the final product, all ingredients of the multi-ingredient component must be disclosed.
- c. The applicant must submit all current and anticipated supplier sources for each production or handling input, ingredient, and processing aid used in the composition of health and beauty care products requested for verification.

## 2. Product Composition

- a. All ingredients or products identified as organic in the product application and as identified in the ingredient statement of Health and beauty care products sold, labeled, or represented as *CVI 3000 Verified* must be certified to the USDA National Organic Program (NOP) by an accredited certifier. Only NOP certified or *CVI 3000 Verified* ingredients or products may be included in the calculation of the product's organic percentage.

## 3. Calculating Organic Content Percentage

- a. The percentage of certified organic ingredient content in health and beauty care product sold, labeled, or represented as *CVI 3000 Verified* must be calculated by:
  - i. Dividing the total net weight (excluding water and salt) of combined organic ingredients at formulation by the total weight (excluding water and salt) of the finished product.
  - ii. Dividing the fluid volume of all organic ingredients (excluding water and salt) by the fluid volume of the finished product (excluding water and salt) if the product and ingredients are liquid.
  - iii. For products containing organically produced ingredients in both solid and liquid form, dividing the combined weight of the solid ingredients and the weight of the liquid ingredients (excluding water and salt) by the total weight (excluding water and salt) of the finished product.
- b. Water and salt included in the formulation of health and beauty care products are excluded in the calculation of organic content, *except*,
  - i. Water used to reconstitute an organic concentrated ingredient to single strength is allowed to be included as part of the total organic content. For products containing ingredients identified as liquid or dry concentrates and where water is used to reconstitute the concentrates, the calculation should be made on the basis of single strength concentrations of the ingredients. Product applications must clearly identify the specific quantity of water associated to reconstitute a specific concentrated ingredient to single strength. Documentation is required to prove reconstitution ratios.
- c. Organic claims and content percentages of ingredients must be certified and/or documented by an NOP accredited certifier or *CVI 3000 Verified*. Documentation of organic claims and percentages for ingredients or processing aids are required for verification. Below is a description of organic claim percentages allowed for content calculation and the conditions of use.
  - i. 100% - Ingredients must be listed as 100% organic on the organic certificate or documented by an NOP accredited certifier to calculate 100% of the ingredient quantity.
  - ii. 95% - Ingredients listed as "organic" on the organic certificate must be calculated as 95% of the ingredient quantity, unless exact higher organic content percentage is documented by an NOP accredited certifier.
  - iii. 70% - Ingredients listed as "Made with Organic" on the organic certificate must be calculated as 70% of the ingredient quantity, unless the exact higher organic content percentage is documented by an NOP accredited certifier.
  - iv. Ingredients or products that are not certified organic to NOP standards but contain certified organic ingredients must have exact the organic content percentage verified and documented by an NOP accredited certifier or *CVI 3000 Verified* to be included in organic content calculation.

- d. When conditions may apply to alter the quantity of a specific substance used in the product formulation, (e.g. adjust ingredient content to balance pH level), the applicant must use the highest quantity allowed for the deviation, as defined by quality specifications, in the calculation of organic content. The product application must list the highest quantity allowed and include a description of the conditions required for variation, quality specifications, and the deviation range.
- e. The content percentage of all certified organic ingredients in a health and beauty care product must be rounded down to the nearest whole number.
- f. The percentage must be determined by the handler who affixes the label on the consumer package and verified by *Content Verified*. The handler may use information provided by the NOP certified or *CVI 3000 Verified* operation in determining the percentage.

## J. Labels, Labeling, and Promotional Information

### 1. Use of the term, “organic.”

- a. The verified operation is responsible for using the term, “organic,” on labels and in labeling health and beauty care products in accordance with applicable State, Federal or International requirements. *Content Verified* and the *CVI 3000 Standard* does not verify nor guarantee accuracy of labels or label formatting for compliance of all applicable laws and regulations within any given jurisdiction, but reserves the right to request documentation that verifies compliance with such requirements and reserves the right to report non-compliances to the appropriate agencies.
- b. The term “organic” used to identify specified ingredients and total organic content on product labels or promotional materials must be used only for ingredients certified organic to the USDA National Organic Program by an accredited certifier and verified by *Content Verified*.
- c. Health and beauty care product labels verified to *CVI 3000* standards must provide clear and truthful information pertaining to the organic status of ingredients and the organic content claim. Labels that provide false or misleading information to the consumer will not be approved as *CVI 3000 Verified* products.

### 2. *CVI 3000 Verified* Product Labeling Requirements

- a. All health and beauty care products labeled, sold, or represented as *CVI 3000 Verified* must identify on product packaging:
  - iv. Product name, company name and company contact information. Such information must match information submitted to *Content Verified* during the verification process.
  - v. Lot number or production identification code.
- b. All health and beauty care products labeled, sold, or represented as *CVI 3000 Verified* may display on product packaging:
  - iv. In the ingredient statement, identify each organic ingredient with the word, “organic,” or with an asterisk or other reference mark which is defined below the ingredient statement to indicate the ingredient is certified organic.
    - (1) Water or salt included as ingredients cannot be identified as organic.
    - (2) If an organic and nonorganic form of the same ingredient is used in the product formulation, both organic and nonorganic forms must be identified separately, or must be listed as a nonorganic ingredient.
  - v. Display the organic ingredient content percentage as verified in the product verification. Organic content percentages must be displayed as a whole number in accordance with *CVI 3000 section 1.3.e*.
  - vi. Identify the product as third party verified with the statement “*CVI 3000 Verified*”, “*Verified by Content Verified*”, or similar statement, and/or display *CVI 3000 Verified* seal, *except that*:
    - (1) If *Content Verified* or *CVI 3000 Verified* claim or seal is displayed, the label must also identify organic ingredients in the ingredient statement in accordance with *paragraph i. of this section*.
    - (2) The *CVI 3000 Verified* seal must be used in accordance with *CVI 3000 section J.3*.

### 3. Use of the *Content Verified CVI 3000 Verified* Claim and Seal

- a. The *Content Verified CVI 3000 Verified* claim and seal may be used only in direct connection with *CVI 3000 Verified* operation sites, products, and labels and may be displayed on verified product packaging and associated promotional materials in accordance with *CVI 3000 section J2*.

- b. The *CVI 3000 Verified* seal must not be altered in form or design from the copy of the seal provided by *Content Verified*, except that the color of the seal may be changed at the discretion of a verified operation to suit the coloring of verified product packaging. Various file formats of the seal are available. Contact the *Content Verified* office for a copy of the seal.
- c. Use of the *CVI 3000 Verified* seal is prohibited on all labels, product packaging and promotional materials upon the effective date of verification status changes to withdrawal of a verified operation site, or product, or suspension or revocation of verification of an operation, or portion of an operation, except, as allowed in accordance with *CVI 3000 section L.1.e*. *Content Verified* will allow up to 30 days to remove packaging and labels with the *Content Verified CVI 3000 Verified* claim or seal from the stream of commerce. Continued use of the CV name and/or seal will be fined at \$5000.00 per occurrence, per 30 days after the stream of commerce allowance is up.
- d. In accordance with *Content Verified* policy and U.S. trademark law, all parties who supply, market or distribute products for use in production, processing, and/or handling of Health and Beauty Care products are required to honor the integrity of the *CVI 3000 Verified* Seal. Should a product listing fail to be renewed, or if a product is delisted for any other reason, all use of the Seal or Letter of Verification as well as any reference to the product's *CVI 3000 Verified* status must cease as of the date of delisting. In such cases the Seal and any reference to a product's *CVI 3000 Verified* status must be blocked out or removed immediately from labels on products delivered into commerce after termination of the product's *CVI 3000 Verified* status.
- e. The supplier must discontinue production and circulation of advertising, promotional materials, catalogue listings, and all other forms describing or promoting the product as *CVI 3000 Verified* in print, electronic, and broadcast media. *Content Verified* is not responsible for any loss related to the use of a product displaying the *CVI 3000 Verified* seal when that product does not appear or is listed as withdrawn, suspended, or revoked on the current *Content Verified website*.
- f. If any party is found to be in violation of the Letter of Verification and Seal Use Policy, *Content Verified* will require that party to take immediate corrective action. Such actions may include, but are not limited to:
  - i. Removal or modification of the OMRI Listed seal on product labels, in advertising and promotions (in print, electronic, or broadcast media).
  - ii. Removal or correction of references made to a product's *CVI 3000 Verified* status in the text of advertising or marketing materials.
  - iii. Modification of a website or other materials in order to clarify which specific products have *CVI 3000 Verified* status.
  - iv. Removal of product labels from the marketplace, by either buying back the product or blanking out the Seal and unauthorized references *CVI 3000* or *Content Verified*.
  - v. Discontinued circulation of advertising, promotional materials, catalogue listings, and all other forms describing or promoting the product as *CVI 3000 Verified*.
  - vi. *Content Verified* reserves the right to take legal action against a *CVI 3000 Verified* client or any other party for any unauthorized use of the trademarked *CVI 3000 Verified* seal and to seek damages and reimbursement of attorney's fees and costs incurred in bringing any civil action, arbitration, or mediation to enforce its rights in licensing the *CVI 3000 Verified* seal. In addition to legal actions, *Content Verified* reserves the right to forfeit a product review or remove a product from the *CVI 3000 Verified* listing for violation of this policy.

## K. Complaints, Investigations and Product Sampling

### 1. Complaints

- a. *Submitting Complaints*. Complaints about *Content Verified* personnel and third party complaints alleging non-compliance with *CVI 3000* standards must be submitted to *Content Verified* in writing and must:
  - i. Identify the notification as a formal complaint.
  - ii. Include the name, address and contact information of the person submitting the complaint.
    - (1) Anonymous complaints will not be considered valid unless they are submitted with evidence that *Content Verified* deems credible and compelling.
    - (2) *Content Verified* does not guarantee the anonymity of the complainant. Upon request from the complainant and at the discretion of *Content Verified*, *Content Verified* may endeavor to keep the identity of the complainant confidential.

- iii. Provide a full description of the complaint, including dates and names of the persons, companies, and/or products involved, and the actions witnessed or evidence of specific *CVI 3000* standards alleged to have been compromised.
- iv. Include supporting evidence, if available.
- b. *Preliminary Investigation. Content Verified* will conduct a preliminary investigation to determine if the complaint is relevant to the business conducted by *Content Verified* and requirements of *CVI 3000* standards and to determine if the complaint may be valid. The preliminary investigation includes a review of the complaint description and evidence submitted by the complainant and review of information on file with *Content Verified* that relates to the complaint.
  - i. A letter of acknowledgement will be sent to the complainant that includes the results of the preliminary investigation.
  - ii. A notification letter will be sent to the person or company the complaint was issued against, to include a description of the complaint, the results of the preliminary investigation, and if applicable, further action as determined by the results in accordance with *CVI 3000 section L*.
- c. *Complaint Investigation*: If the Preliminary Investigation determines the complaint to be relevant and valid, *Content Verified* may conduct an investigation pursuant to *CVI 3000 section K2*.
- d. *Complaint Resolution. Content Verified* will notify the complainant of the final resolution of the complaint.
- e. *Complaint Withdrawal*. If a complaint is withdrawn prior to completion of an investigation, the investigation is automatically discontinued unless *Content Verified* determines that the case has sufficient merit to be pursued. If *Content Verified* decides to continue an investigation under these circumstances, the investigation is considered independent of the original complaint and *Content Verified* will not notify the complainant of the outcome.

## 2. Investigations

- a. *Content Verified* may initiate an investigation of a verified operation, operation site, or product when *Content Verified* determines through review, onsite inspection, monitoring, or receipt of complaint that the operation, operation site, or product may not be in compliance with *CVI 3000* standards. Investigation procedures may include:
  - i. Written request for additional information or documentation required to determine compliance and perform an audit of documentation received from a complainant, the verified operation and on file at *Content Verified* in accordance with *CVI 3000 sections H.2.b*.
  - ii. Perform announced or unannounced on-site inspection in accordance with *CVI 3000 section H.3*.
  - iii. Require product sampling and analysis in accordance with *CVI 3000 section K.3*.
  - iv. Determine compliance and provide written notification of the verification decision in accordance with *CVI 3000 section H.2.c*.
- b. If a verified operation fails to cooperate with any request made by *Content Verified* as part of an investigation, including but not limited to failure to allow an onsite inspection or to submit requested documentation by required dates, *Content Verified* will initiate suspension or revocation actions applicable to the investigation in accordance with *CVI 3000 section L*.

## 3. Product Monitoring and Sampling

- a. *Content Verified* reserves the right to monitor *CVI 3000 Verified* products in the stream of commerce and to require the collection and analysis of product samples from the stream of commerce or operation site during an inspection, or investigation of a complaint or non-compliance action to determine compliance of the verified operation and products. Costs for the collection and analysis of product samples during an on-site inspection, or due to complaint or compliance investigation of an operation site or product are the responsibility of the client.
- b. *Content Verified* will maintain sample integrity and clearly document the chain of custody for all samples collected. *Content Verified* representatives are required to document sample collection, identification, storage, transportation, and receipt of product samples collected in accordance with paragraph a. of this section.
- c. Product samples collected for analysis will be sent to an accredited laboratory selected by *Content Verified*. Chemical analysis must be made in accordance with the methods described in the most current edition of the *Official Methods of Analysis of the AOAC International* or other current validated methodology applicable to the testing required to determine compliance.
- d. Analysis results and a copy of the chain of custody documentation will be sent to the client unless the testing is part of an ongoing compliance investigation.

## L. Compliance and Adverse Action Appeals

### 1. Withdrawal of Verification

- a. A verified operation may voluntarily withdraw a verified operation site and or product from verification at any time during the verification period, except when a compliance investigation pertaining to the operation site or product is ongoing. Voluntary withdrawal from verification must be submitted in writing to *Content Verified* and becomes effective the date the written notification is received by *Content Verified*.
- b. The verification status of handling operations who fail to make timely application for renewal of verification will expire as scheduled in accordance to *CVI 3000 section H.5.c.* and will be changed to withdrawn verification status effective as of the expiration date.
- c. Operations who have voluntarily withdrawn from verification, or were changed to a withdrawn verification status due to failure of submitting timely application for renewal, may submit a new application for verification at any time.
- d. Handling operations with a withdrawn verification status must not sell, label or represent any products manufactured or handled on or after the effective date of the withdrawn status as *CVI 3000 Verified*.
- e. Verified products packaged at a verified operation prior to the effective date of the withdrawn verification status change may be sold and represented as *CVI 3000 Verified* only if the operation site submits documentation identifying the product name, manufacture or handling dates and specified lot numbers or production identification codes for the verified product in inventory at the time of withdrawal from verification.

### 2. Non-compliance Action Procedure

- a. *Notification.* When an inspection, review, or investigation of a verified operation by *Content Verified* reveals any non-compliance with *CVI 3000* standards, a written notification of non-compliance shall be sent to the verified operation. Such notification shall provide:
  - i. A description of each non-compliance;
  - ii. The facts upon which the notification of non-compliance is based; and
  - iii. The date by which the verified operation must rebut or correct each non-compliance and submit supporting documentation of each such correction when correction is possible.
- b. *Rebuttal.* Client must send a written rebuttal, description of corrections and time frame to correct non-compliances, supporting documentation, and applicable fees to *Content Verified* by the due date identified on the notification letter.
- c. *Resolution.* When a verified operation demonstrates that each non-compliance has been resolved, *Content Verified* will send the verified operation a written notification of non-compliance resolution.
- d. *Proposed suspension or revocation.* When rebuttal is not received by the due date identified in the notification later, or is unsuccessful, or when correction of the non-compliance is not completed within the prescribed time period, *Content Verified* will send the verified operation a written notification of proposed suspension or revocation of verification of the entire operation or a portion of the operation, as applicable to the non-compliance. When correction of a non-compliance is not possible, the notification of non-compliance and the proposed suspension or revocation of verification may be combined in one notification. The notification of proposed suspension or revocation of verification shall state:
  - i. The reasons for the proposed suspension or revocation;
  - ii. The proposed effective date of such suspension or revocation;
  - iii. The impact of a suspension or revocation on future eligibility for verification; and
  - iv. The right to request mediation pursuant to *CVI 3000 section L.3.* or to file an appeal pursuant to *CVI 3000 section L.4.*
- e. *Willful violations.* Notwithstanding *paragraph a. of this section*, if *Content Verified* has reason to believe that a verified operation has willfully violated *CVI 3000* standards, *Content Verified* shall send the verified operation a notification of proposed suspension or revocation of verification of the entire operation or a portion of the operation, as applicable to the non-compliance.
- f. *Suspension or revocation.*
  - i. If the verified operation fails to correct the non-compliance, to resolve the issue through rebuttal or mediation, or to file an appeal of the proposed suspension or revocation of verification, *Content Verified* shall send the verified operation a written notification of suspension or revocation.

- ii. *Content Verified* must not send a notification of suspension or revocation to a verified operation that has requested mediation pursuant to *CVI 3000 section L.3.*, or filed an appeal pursuant to *CVI 3000 section L.4.*, while final resolution of either is pending.
- g. *Eligibility.*
  - i. A verified operation whose verification has been suspended under this section may at any time, unless otherwise stated in the notification of suspension, submit a request to *Content Verified* for reinstatement of its verification. The request must be accompanied by evidence demonstrating correction of each non-compliance and corrective actions taken to comply with and remain in compliance with the *CVI 3000 Standard*.
  - ii. A verified operation or a person responsibly connected with an operation whose verification has been revoked will be ineligible to receive verification for a period of up to 5 years following the date of such revocation. *Content Verified* may, when in the best interest of the verification program, reduce or eliminate the period of ineligibility.
  - iii. *Violations of CVI 3000 Standard.* In addition to suspension or revocation, any verified operation that makes a false statement to *Content Verified* or knowingly sells or labels a product as *CVI 3000 Verified*, except in accordance with *CVI 3000* standards, shall be subject to a penalty of not more than \$5,000 per violation.
  - iv. *Public Notification.* The status of operations or products with a withdrawal, suspension, or revocation of verification status will be posted on the *Content Verified* website for one year, unless or until the status has been revised by *Content Verified* through the application, verification, or resolution processes, whichever comes first.

### 3. Independent Nonbinding Mediation

- a. Any dispute with respect to denial of verification or proposed suspension or revocation of verification under this part may be mediated at the request of the applicant for verification or verified operation and with acceptance by *Content Verified*. Mediation must be requested in writing to *Content Verified*. The request for mediation will be reviewed by *Content Verified* to determine if the mediation request will be accepted.
- b. If the *Content Verified* rejects the request for mediation, *Content Verified* shall provide written notification to the applicant for verification or verified operation. The written notification shall advise the applicant for verification or verified operation of the right to request an appeal, pursuant to *CVI 3000 section L.4.*, within 30 days of receipt of the written notification of rejection of the request for mediation.
- c. If mediation is accepted by *Content Verified*, such mediation shall be conducted by a qualified mediator mutually agreed upon by the parties to the mediation. The parties to the mediation shall have no more than 30 days to reach an agreement following a mediation session. If mediation is unsuccessful, the applicant for verification or verified operation shall have 30 days from termination of mediation to appeal the *Content Verified* decision pursuant to *CVI 3000 section L.4.* Any agreement reached during or as a result of the mediation process shall be in compliance with *CVI 3000* standards.
- d. *Content Verified's* Program Administrator may review any mediated agreement for conformity to the *CVI 3000 Standard* and may reject any agreement or provision not in conformance with *CVI 3000* standards.

### 4. Adverse Action Appeal Process

- a. General
  - i. Persons subject to *CVI 3000* standards who believe they are adversely affected by a non-compliance decision of *Content Verified* may appeal such decision to *Content Verified's* Program Administrator.
  - ii. All written communications between parties involved in appeal proceedings must be sent to the recipient's place of business by a delivery service which provides dated return receipts.
  - iii. All appeals shall be reviewed, heard, and decided by persons not involved with the decision being appealed.
- b. Appeals
  - i. *Verification appeals.* An applicant for verification may appeal *Content Verified's* notice of denial of verification, and a verified operation may appeal *Content Verified's* notification of proposed suspension or revocation of verification to the *Content Verified* Program Administrator.

- (1) If the Program Administrator sustains verification applicant's or verified operation's appeal of a certifying agent's decision, the applicant will be granted verification, or a verified operation will continue its verification, as applicable to the operation.
  - (2) If the Program Administrator denies a verification applicant's or verified operation's appeal, *Content Verified* shall send the verified operation a written notification of suspension or revocation in accordance with *CVI 3000 section K.4*.
- ii. *Filing period.* An appeal of a non-compliance decision must be filed within the time period provided in the letter of notification or within 30 days from receipt of the notification, whichever occurs later. The appeal will be considered "filed" on the date received by *Content Verified*. A decision to deny, suspend, or revoke verification will become final and non-appealable unless the decision is appealed in a timely manner.
  - iii. *Where and what to file.*
    - (1) Appeals to *Content Verified* must be filed in writing to the address and person identified in the letter of notification with applicable fees.
    - (2) All appeals must include express acknowledgement of the adverse decision, detailed reasons for the appeal including any new information for consideration, supporting documentation, as applicable, and a description of the client's desired resolution.

## M. Fees

1. *Content Verified* provides a current schedule of fees to the applicant and verified client with the initial or renewal application. Fees are charged by a two-part structure; an annual verification fee for each operation and cost of service fees for review, audit, inspection and miscellaneous services. Both fees are renewed annually. Fees are subject to change without notice. A copy of the current fee schedule is available upon request by email, phone, or fax.
2. *Annual Verification fee.* The annual verification fee is based on a flat rate which includes verification of two products. Each additional product after two is charged an additional fee. Once verification has been granted, annual verification fees are non-refundable.
3. *Cost of Service fees.* Cost of service fees are charged for direct costs and/or the current hourly rate per hour of *Content Verified* representative time necessary to complete the required task. Fees are charged according to the following schedule:
  - a. Initial Application fee: Applicants for initial verification must submit a nonrefundable application fee with the application.
  - b. Review and audit fees: Current hourly rate per hour of *Content Verified* representative time.
  - c. Inspection or Sampling fees: All direct costs plus current hourly rate per hour of *Content Verified* representative time
  - d. Investigation: All direct costs plus current hourly rate per hour of *Content Verified* representative time
  - e. Rebuttal and Appeal fees: Current hourly rate per hour of *Content Verified* representative time. A \$200 deposit per product is due with rebuttal or appeal.
  - f. Mediation fees: All costs incurred.
  - g. Miscellaneous Services fee: Includes, but is not limited to, transferring application forms to required CVI forms, provision of public documents or other permitted information or other miscellaneous services requested by the client. Client is charged the current hourly rate per hour of *Content Verified* representative time, plus cost of materials and postage, as applicable.
  - h. Other fees and charges:
    - i. Wire Transfer Fee: \$35 U.S.
    - ii. NSF Fee (checks returned for insufficient funds): \$25 U.S.
4. *Estimates and Invoicing.* *Content Verified* will issue an invoice or estimate of the cost of services to each applicant or client. New applicants will be issued an estimate invoice based on the information provided on the initial application. Verified clients will be issued an estimate invoice based on the current verification information and sent with the verification renewal notification prior to the renewal date. A final invoice will be issued after the verification process is complete to adjust for actual cost of services and changes to an operation site or products.
5. *Payment for Fees.* All payments to *Content Verified* must be made in US dollars. *Content Verified* accepts payment by check, money order, PayPal, or wire transfer.

- a. Clients who choose to pay fees by wire transfer should contact *Content Verified* for wire transfer information. Clients are responsible for all wire transfer fees and should add the wire transfer fee to the payment sent.
- b. The client or applicant will be charged the NSF fee for a check returned by the bank for insufficient funds.
6. *Refund Policy*: All fees are non-refundable (including annual verification fees for operation sites or products that are withdrawn, suspended, or revoked from verification during the verification year). Fees cannot be transferred to another product or company and are subject to revision at any time. *Content Verified* returns surplus fees paid on estimates for adjustment to actual cost of service.
7. *Financial Hold Policy*: All required fees must be included with an application. *Content Verified* does not begin work on the verification process until all applicable fees have been received. If, during the course of an operation or product verification or appeal, the applicant fails to pay a fee or other charge, such as inspection or sampling costs, etc., *Content Verified* discontinues the verification process until all required fees and charges are paid.
8. *Financial Disputes*: Financial disagreements between *Content Verified* and a client or applicant may be a discrepancy in the financial records kept by either party. A financial discrepancy in a client or applicant's record is handled in written correspondence or with a phone call. Discrepancies that cannot be resolved in this manner will be treated as disputes.
  - a. Financial disputes pertaining to outstanding payments claimed to have been paid must be verified in writing with acceptable documentation proving payment receipt. Acceptable documentation includes, depending on the method of payment, a check number and a copy of the front and back of the cancelled check for payment by check, a bank receipt for payment by wire transfer, or a PayPal receipt for payment through PayPal. Upon receipt and verification of such documentation, *Content Verified* records will be corrected. If payment is not verified in writing and corrected as described, the client is responsible to submit payment for the full amount within the stated time period. Outstanding payments that an applicant or client refuses to pay are handled according to the financial hold policy defined in *paragraph 7. of this section*.

## **N. Amendments to CVI 3000 Standards**

1. *CVI 3000 Standards* are based on laws and regulations or other third party standards and are designed to ensure effective application of *CVI 3000 standards* in the verification process. The *CVI 3000 Standards* are published and made available to interested parties on the *Content Verified* website [www.contentverified.com](http://www.contentverified.com). Revisions to *CVI 3000 Standards* are determined by the *Content Verified* Program Administrator and Administrative Review Panel. *Content Verified* will update policies and standards as necessary to reflect:
  - a. Amendments to the relevant standards or regulations since last published edition;
  - b. Amendments to other applicable laws and regulations since last published edition;
  - c. Changes required to maintain compliance with applicable accreditation systems;
  - d. Results of court order issued since last published edition;
  - e. Selected recommendations from *Content Verified* representatives;
  - f. Advances in science and technology;
  - g. Clerical corrections and improvements.