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**EWG VERIFIED**™**: BABY DIAPERS MASTER AFFIDAVIT**

My name is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am capable of and have the authority to make this Affidavit, and I am personally acquainted with the facts herein stated.

I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (company name), with a principal address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

I declare, to the best of my knowledge and belief, that the following information is true, correct, and complete with respect to each product listed herein seeking to use the EWG VERIFIED mark under license (“Licensed Product”), based on the standards set forth in the EWG VERIFIED Licensing Criteria: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Company discloses all of the Licensed Product’s intentionally added ingredients to EWG and publicly on the product’s packaging and website.
2. Licensed Product does not contain the following chemicals or materials intentionally added to the Licensed Product or used in the manufacturing of the components and raw materials thereof:
	1. Parabens
	2. Phthalates
	3. Bisphenols
	4. Fragrances and fragrance ingredients, such as essential oils
	5. Formaldehyde and formaldehyde-releasing compounds
	6. Formaldehyde-resin glues
	7. Colophony or rosin-based adhesives
	8. Lotions or ingredients intended to function as skin conditioning agents or skin protectants, as defined by INCI Reported Functions
	9. Optical brighteners, for whitening purposes
	10. Antibacterial or preservative agents
	11. Organotin compounds
	12. Polyvinyl chloride
	13. Flame-retardant chemicals
	14. Per and polyfluorinated chemicals
	15. Chlorine or elemental chlorine-free bleaching agents
	16. Substances classified as carcinogenic or mutagenic, or as sensitizers or reproductive or aquatic toxicants under the Globally Harmonized System of Classification and Labelling of Chemicals
	17. Dyes and pigments not approved for use in cosmetics and food in the US and EU, and those that do not meet EWG’s restrictions on heavy metals and other contaminants
	18. Plant-derived natural fibers, including but not limited to cotton, linen and hemp, contaminated with pesticides
3. Licensed Product meets EWG’s restrictions on hazardous chemicals that may contaminate diapers.
4. No dyes or pigments were used in components of the Licensed Product that are in direct contact with the baby’s skin, and any dyes or pigments used in the manufacturing of the Licensed Product and its raw materials are included on EWG’s list of allowed dyes and pigments.
5. Products bearing the EWG VERIFIED mark shall not include wetness indicators that are made with chemicals linked to human health harms, such as quaternary ammonium compounds.
6. Licensed Product complies with EWG’s VOCemissions standards.
7. Licensed Product, including its components and packaging, use only plastic or plastic polymers EWG lists as acceptable.
8. A minimum of 90% by weight of the fluff or pulp used in the Licensed Product is sourced from sustainably managed forests, as certified by an independent third party.
9. Company’s “environmental-friendly” or “green” claims, made on Licensed Product packaging or in associated marketing materials comply with FTC’s [Guide for the Use of Environmental Marketing Claims.](https://www.ftc.gov/news-events/media-resources/truth-advertising/green-guides)

I fully understand, acknowledge, and agree that as a condition of being and remaining an authorized licensee, my company:

1. Must submit to EWG (with all personally identifiable information redacted) all reports of noncompliance and/or defects that could create a substantial product hazard or unreasonable risk of serious injury or death for all Products bearing EWG’s licensed mark, with the understanding that EWG will not publicly disclose these reports unless it provides thirty (30) days’ advance written notice to the company with the good-faith reason a public disclosure is necessary.
2. Must submit to the Consumer Product Safety Commission and all reports of noncompliance and/or defects for all Products bearing EWG’s licensed mark.

I fully understand, acknowledge, and agree that:

1. EWG will annually review and update its criteria, including lists of prohibited substances and allowed plastics, dyes and pigments. If Company is unable to meet the updated criteria within eighteen (18) months, Company will no longer be able to manufacture or distribute products with EWG’s licensed mark that do not comply with the new criteria.
2. Notwithstanding the foregoing, should scientific evidence emerge, demonstrating with reasonable certainty, that an ingredient poses significant harm to human health, EWG reserves the right to request that the company will stop producing any packaging/product bearing the EWG licensed mark OR remove the ingredient within one hundred and eighty (180) days from EWG’s request.
3. Companies must phase out the use of ingredients linked to environmental harm, such as halogenated organic compounds, often used as pH indicators, within 2 years of signing a VERIFIED contract.
4. Company must partake in two additional meaningful plastics and waste reduction initiatives from EWG’s list within two years of signing an EWG VERIFIED contract. Companies that do not provide proof of action by the two-year mark are subject to removal from the program.
5. EWG has the right to perform random product testing, including through qualified third-party testing services, to ensure that Products meet the provisions outlined in EWG’s Licensing Criteria and may use third-party services to do so.
6. During the course of a product audit, EWG has the right to request additional data to substantiate the product’s safety.

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Name Date

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_ )

 Before me, the above-signed authority, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name), who being by me duly sworn deposed the foregoing Affidavit. On this \_\_\_\_\_\_ day of \_\_\_\_\_\_,

 IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (month), \_\_\_\_\_\_\_\_\_ (year).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)