

Code of conduct of the Netherlands Nutrition Centre (Stichting Voedingscentrum Nederland) for collaboration with third parties

The Nutrition Centre provides information on, and encourages consumers to make, healthier and more sustainable food choices. To carry out this mission, the Nutrition Centre works with partners from the public and private sectors, with healthcare providers, and other non-government organisations (NGOs). In doing so, the Nutrition Centre aims to enhance the range and quality of its activities, as well as involve other societal actors in pursuing its objectives.

The Nutrition Centre is aware that in many cases its primary objectives are not the same as those of its potential partners. Especially (but not exclusively) when working with commercial parties, it is very important to ensure that such collaboration does nothing to compromise the Nutrition Centre's independence and integrity.

That is the reason for this Code of Conduct.

Part 1 of this Code outlines the principles upheld by the Nutrition Centre.

Part 2 gives the rules and procedures that apply to our own organisation and employees.

Part 3 describes the requirements that we set for our partners.

This Code does not apply to parties whose services we pay for.

Part 1: Principles for guaranteeing integrity

The Nutrition Centre places paramount importance on its own integrity. To us, integrity means reliability, independence and transparency.

Reliability

The Nutrition centre ensures reliability by only issuing nutrition information and recommendations that is/are based on scientific data on which the scientific community has reached a consensus. All recommendations by the Health Council (see www.gr.nl/en) form the basis for the information issued by the Nutrition Centre. For this reason, the Nutrition Centre does not issue any recommendations based on research results by current or potential collaborative partners.

Independence

Independent information provision – The Nutrition Centre is itself responsible for the content of the information provided, and for ensuring its reliability. The Nutrition Centre therefore does not use or communicate any information or studies by third parties – or cooperate in the dissemination of such information – that do(es) not satisfy the requirements for reliability as stated in this Code.

Independence and funding – The Nutrition Centre is financed by grants from the national government, and from general funds intended for public benefit. The Nutrition Centre does not accept funding from other parties. The Nutrition Centre uses its own funds to pay for activities that are carried out as part of partnerships with third parties.

Independent collaboration – The Nutrition Centre participates in collaboration on a non-exclusive and non-discriminatory basis. However, the Nutrition Centre may collaborate exclusively with a partner on a certain project for a limited period of time, in order to prevent the same activity from being organised with multiple parties simultaneously.

The Nutrition Centre chooses whether or not to collaborate with a particular party entirely at its own discretion. Such decisions are made according to the Nutrition Centre's mission, the nature of the project, this Code, and the available manpower and finances.

Transparency

The Nutrition Centre maintains transparency regarding all of its activities, including any partnerships entered into with third parties. For this reason, each time a partnership is entered into with third parties, as soon as it is implemented and therefore becomes visible to consumers, key information about the partnership will be published on the Nutrition Centre's website, including:

- A. the purpose and nature of the partnership;
- B. the parties involved; and
- C. the Nutrition Centre's obligations under the partnership.

Part 2: Internal regulations and procedures

This section describes the regulations and procedures maintained by the Nutrition Centre in order to uphold the principles outlined in Part 1. These regulations apply to all of the Nutrition Centre's bodies and employees.

Initiating a partnership

A partnership can be initiated by either a third party or by the Nutrition Centre itself. If an employee of the Nutrition Centre is approached by a third party concerning a potential partnership, he or she must report this immediately to a member of the Management Team (a list of current members can be found at www.voedingscentrum.nl). Before independently approaching any third parties with a view to potential collaboration, Nutrition Centre employees must first present the proposal with the relevant member of the management team.

The decision of whether to enter into further discussions with third parties, based on an initiative by either the third party or an employee, must always be made by the relevant member of the management team. Any such discussions must be reported to the management team.

If it is decided to enter into further discussions, the potential partner must first be tested against the partner criteria listed in Part 3.

If the potential partner meets the partner criteria, a project proposal will be drawn up outlining the nature and purpose of the collaboration. It must also include a summary of the interests of both the Nutrition Centre and the potential partner in the collaboration, and any possible conflicts of interest. The project proposal will also be evaluated according to the partnership criteria listed in Part 3.

The approval of the management team is required prior to entering into any partnerships.

During collaborative projects

Collaborative projects lasting longer than one year will be evaluated annually to verify whether the partner and the project satisfy the partner and partnership criteria. The project manager must report regularly to his/her manager, and quarterly to the management team.

Integrity regulations

Nutrition Centre employees do not accept donations or gifts from existing or potential partners, and any offer of a gift from a current or potential partner exceeding the value of €50 must be reported to a manager immediately.

No Nutrition Centre employees shall have or take out any direct or indirect financial or participatory interests in a current or potential partner, or work for any such partner other than as part of a collaborative project.

Part 3: Conditions for collaboration

Partnership criteria

Any collaboration/partnership between the Nutrition Centre and a third party must meet the following criteria:

- The partnership must contribute effectively to the mission and objectives of the Nutrition Centre;
- The partnership must not violate any local, national or international laws or regulations;
- The Nutrition Centre must retain full autonomy and authority with regard to the information and recommendations issued concerning benefits and/or dangers in the field of health and sustainability of nutrition.

Partner criteria

The Nutrition Centre is aware that the interests of potential partners (especially those who operate in the food industry) can differ from those of the Nutrition Centre. In each case, the Nutrition Centre will therefore need to assess whether any potential collaboration is advisable, given the nature of the business and the reputation of the potential partner.

The following partners are excluded in any case:

- Organisations participating in the production of tobacco products and/or alcoholic drinks;
- Organisations that are predominantly dependent on the sale of tobacco products and/or alcoholic drinks;
- Organisations that are predominantly characterised by the sale and/or production of foodstuffs that do not promote a healthy lifestyle.

Partnership agreements

Partnership agreements are entered into for a limited period, which shall be no longer than required in order to implement the project. Projects suitable for longer periods shall be entered into on the basis of fixed terms to be continually renewed.

All partnership agreements shall be drawn up in writing. A summary of the partnership arrangement will be published on the Nutrition Centre's website.

All partnership agreements must contain a unilateral termination clause for the Nutrition Centre, subject to due observance of a reasonable notice period. The Nutrition Centre may terminate the partnership agreement at any time and with immediate effect in the event of any violation of this code.

This code shall form an integral part of any partnership agreement.

Other provisions

No partner may offer donations or gifts to the Nutrition Centre or to any of its employees.

Likewise, no partner may make a promise to any employee regarding any form of employment or contract.

Partners must not take any action or issue any statements that could damage the reputation of the Nutrition Centre.