

@2025 Better Cotton Initiative (BCI). This document is protected by copyright. All rights are reserved. Written permission by BCI is required for reproduction in entirety or portion.

#### **Version History**

This Claims Framework enters into force on the date of its publication and replaces the Claims Framework version 3.1.

Responsibility for the Claims Framework is held by the BCI Secretariat. Readers shall use the latest copy of this (and any other related documents). Any discrepancies between copies, versions or translations shall be resolved by reference to the definitive version of the requirements maintained on the BCI website at <a href="https://www.bettercotton.org">www.bettercotton.org</a>.

Version No	Date	Comments		
On-Product Mark User Guide	October 2015	Launch of On-Product Mark and User Guidance.		
Claims Framework Version 1.0	January 2017	Publication of Claims Framework version 1.0.		
Claims Framework Version 1.1	June 2018	Update to Claims Framework version 1.0.		
Claims Framework Version 2.0	November 2019	Full revision & publication of Claims Framework version 2.0.		
Annexe v2.0	July 2021	Annexe to Claims Framework version 2.0 with implementation guidance.		
Claims Framework Version 3.0	December 2021	Full revision & publication of Claims Framework version 3.0.		
Claims Framework Version 3.1	July 2023	Update to Claims Framework version 3.0.		
Annexe v3.1	January 2024	Annexe 3 for 'Traceability Sourcing Claims' to Claims Framework version 3.0.		
Claims Framework Version 4.0	January 2025	Full revision & publication of Claims Framework version 4.0.		



#### Interpretation

English is the official language of the Claims Framework. In the case of any inconsistencies between versions, reference shall be made to the English version.

Verbal forms for the expression of provisions (adapted from ISO/IEC Directives Part 2: "Rules for the structure and drafting of International Standards"):

- "shall" indicates requirements strictly to be followed to conform to the requirements.
- "should" indicates that among several possibilities one is recommended as particularly suitable, without mentioning or excluding others, or that a certain course of action is preferred but not necessarily required.
- "may" indicates a course of action permissible within the limits of the document.
- "can" is used for statements of possibility and capability, whether material, physical or causal.

#### Disclaimer

The review and approval of any claims referred to in this Claims Framework or any communications related thereto ('Communications') and the provision of legal advice towards its members, certified organisations or other stakeholders is neither an obligation nor statutory task and objective of BCI. BCI shall and will review and, as relevant, approve each Communication only to determine whether they are in line with the Claims Framework. Neither the Claims Framework and its provisions, nor any granting or rejection of approvals, any suggestions, any requested adjustments, deletions and/or additions, and/or any comments or statements by BCI on any Communications, be it prior to, in the course of or after the approval process, and regardless of whether issued towards the main claims contact of an organisation, or any director, employee or representative of an organisation, or any third party ('Communications-related Statement'), constitute legal review and/or advice. It is each organisation's sole, own responsibility to ensure that any Communication that is put into use is in compliance with any and all applicable law (including all laws, statutes, regulations, bye-laws, mandatory codes of conduct and mandatory guidelines) to the Communications and/or their use, including, without limitation, any and all provisions on unfair competition, business conduct, marketing communication, claims, in particular sustainability claims, and product labelling applicable in the territory in which the Communication will be used. It is incumbent upon each organisation, and BCI encourages, to seek legal advice from qualified legal counsel for each territory where a Communication will be used, particularly in cases of doubt.

Accordingly, except in cases of fraud, gross negligence or wilful misconduct, any and all liability of BCI towards each organisation in relation to any Communications and any Communications-related Statements is – to the extent legally possible – excluded. In particular, BCI shall not be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages, including without limitation damages for loss of profits, loss of revenue, reputational loss, contractual penalties, fines imposed by statutory bodies and authorities, costs for warning letters or legal assistance, and costs and other expenses that third parties may claim compensation or refund for in relation to the Communications and/or the Communications-related Statements, even if BCI is advised of the possibility of any such damages.



## **Table of Contents**

Glos	ssary		6
Ove	rview		10
	1.1 Introduction		10
	1.2 Scope & Application		10
	1.3 Claims Review Process		11
	1.4 Assurance and Monitoring		11
	1.5 Nonconforming Claims		11
	1.6 Trademark License Agreements		12
	1.7 Termination of Use		12
Org	anisational Claims		14
2	Organisational Claims for Memb	ers	
	2.1 General Requirements for Organisa	ational Claims	
	for Members		14
	2.2 Membership Statements		15
	<ul><li>2.3 Sourcing Declarations</li><li>2.4 Farm Results Contribution Claims</li></ul>		15 17
	2.5 Life Cycle Impact Assessment Res	ulte	17
3	Certification Claims for Certified Or		17
0			1.0
	<ul><li>3.1 General Requirements for Certifica</li><li>3.2 Certified Producer Organisations</li></ul>	tion Claims	18 18
	3.3 Chain of Custody Certified Organis	ations	19
4	Non-certified, Non-Member BCP		13
7	4.1 Mass Balance Participation Claims		19
5	Certification Bodies	•	12
O		tion Dodg Oleine	1.0
	<ul><li>5.1 General Requirements for Certifica</li><li>5.2 Scope Claims</li></ul>	tion Body Claims	19 20
	3.2 Scope ciains		20
Proc	Juct-Level Claims		21
6	B2B Product-Level Claims		
	6.1 General Requirements for B2B Lab	el Use	21
	6.2 Unfinished Good Eligibility for B2B	Label	22
	6.3 B2B Label Design Requirements		22
7	B2C Product-Level Claims		
	7.1 General Requirements for the B2C	Label	23
	7.2 Finished Product Fligibility for B20	Lahel	24



7.3	7.3 B2C Label Design Requirements		
7.4	In-Store Signage	26	
7.5	Non-Certified Retailer Use of the B2C Label	26	
7.6	Supplier/Manufacturer Members with Retail/Brand Activity	27	
Resourc	es & Contact	28	
Annexe I: Claims Eligibility Table		29	
Annexe	II: Phase-Out of the Mass Balance Label	30	



## Glossary

'Audit' means a process to assess an organisation's conformance and implementation of a set of requirements performed by a Certification Body.

'BCI' means the Better Cotton Initiative, a membership organisation registered in Switzerland.

**'BCI Certification Logo'** means the logo that signifies an organisation's conformance with the BCI Standards and Certification. It shall be used exclusively by Certified Organisations, in accordance with the requirements outlined in the B2C Label Design & Logo Use Guidelines and the B2B Label & Logo Use Guidelines.

**'BCI Cotton'** means cotton produced by BCI Farmers under the BCI Standards or recognised equivalent standards. This includes both Physical BCI Cotton and Mass Balance Orders.

**'BCI Label'** means a certification Claim used at the Product-Level to indicate that a Finished Product or an Unfinished Good contains Physical BCI Cotton. This can be either in the form of the B2C Label or the B2B Label used by certified RB Members or Certified Organisations respectively.

**'BCI Standards'** means one or more normative documents that comprise the BCI Standard System including the Principles and Criteria, the CoC Standard and the Claims Framework.

**'BCP' or Better Cotton Platform'** means the BCI online system for tracking purchases and sales of BCI Cotton. The BCP is a trademarked online system used only by BCI and registered organisations that buy, sell or source BCI Cotton.

**'B2B Label'** means the certification Claim used at the Product-Level for Unfinished Goods containing Physical BCI Cotton. Unfinished Goods with the B2B Label are used by certified Supplier/Manufacturer Members. Please refer to the B2B Label & Logo Use Guidelines for B2B Label requirements, illustrations and user guidance.

**'B2C Label'** or **'BCI Content Label'** means the certification Claim used at the Product-Level for eligible Finished Products containing Physical BCI Cotton. Finished Products with the BCI Content Label are typically sold by certified Retailer/Brand Members. Please refer to the B2C Label Design & Logo Use Guidelines for B2C Label requirements, illustrations and user guidance.

**'Certification'** means the process by which a business or service is evaluated and verified by a Certification Body as being in conformity with the requirements of the BCI Standards. Certification results in the issuance of a Scope Certificate.

'Certification Approval Number' means the unique identification number assigned to a Certified Organisation, which consists of eight digits in the format XXXXXXX-X (e.g., 1234567-8). This number is used to verify an organisation's certification status and conformance with the CoC Standard.

**'Certification Body'** means an independent third-party responsible for assessing and verifying whether a product, process, business, or service conforms with the requirements of the BCI Standards which have been approved by BCI. Certification Bodies conduct audits, issue certificates, and monitor ongoing conformity to the standard. A list of BCI Approved Certification Bodies is available on the <u>BCI website</u>.

**'Certified Organisation'** means an organisation that has completed a successful audit and has been awarded Certification and issued a Scope Certificate by a Certification Body.



'Channel' means any medium or platform for communication through which a Claim is made, including but not limited to Claims made at the point of sale, whether digital (e-commerce product page) or print (in-store, physical product packaging including hang tags or labels); product advertisements whether print or digital including product catalogues, customer newsletters, social media; and sustainability reports and web pages.

'Claim' means any explicit or implicit communication, statement or assertion made in writing; by using imagery including, but not limited, to logos; or by any other means including weblinks or QR codes made by an organisation on any Channel which relates to BCI or the BCI Standards and includes all Claims outlined in this Claims Framework.

'Claims Training' means the mandatory BCI Claims training webinar for Retailer/Brand Members that must be completed prior to submitting a Claim for review to BCI. Details are available on the BCI website.

'CoC Standard' means the BCI Chain of Custody Standard available on the BCI website.

**'Farmer/Grower'** means persons of any gender, background and identity and any member of households or family who share cotton farming duties. Tenants and sharecroppers are also considered farmers/growers if they share input costs and are primarily responsible for cotton production practices.

**'Finished Product'** means a product that has completed all stages of production and manufacturing and is in its final form, ready for sale or distribution to the end consumer for use as end-use product.

'Independent Assessment' means the process by which an individual or organisation, outside of an RB Member's organisation, assesses the conformity of the RB Member's cotton fibre consumption measurement against BCIs requirements and guidance. More information is available on the BCI website.

'In-Store Signage' means any visual display or graphic material used within a physical retail store to convey information to consumers. Examples include banners, posters, digital displays, and window decals.

'Marketing Toolkit' means the toolkit for RB Members that provides guidance for marketers on how to use the Claims contained in the Claims Framework in a way that is effective for the audience and remains credible and in line with the requirements contained in this Claims Framework.

'Mass Balance Order' means any cotton or cotton-containing product (after ginner level) which is bought or sold under the BCI Mass Balance Chain of Custody model.

'Member' means a company or organisation that has applied for and been approved as a member of BCI. A full list of Members is available on the BCI website.

'Membership Documents' means the Member Code of Practice, the Terms of Membership, the Member Monitoring Protocol and any other document containing membership requirements.

'Membership Logo' means the BCI logo that Members can use to display their BCI membership. Membership Logos are illustrated in the B2C Label Design & Logo Use Guidelines and the B2B Label & Logo Use Guidelines available on the website. Request for their use can be made directly through the Portal.

'myBetterCotton' or 'Portal' means the online portal available to Members only that is used to submit Claims for review by BCI. Requests to access the portal can be made to helpdesk@bettercotton.org.

'Non-Certified Retailer' means a Retailer/Brand who is not a Member or a Certified Organisation but who sells the Finished Products of RB Members which are eligible for use of the B2C Label.



'Nonconforming Claim' or 'NCC' means any Claim that is not in conformance with this Claims Framework or with any applicable national law or regulations.

**'Non-Member BCP Supplier'** means a Supplier/Manufacturer that has access to the BCP for the purchase and sale of Physical BCI Cotton or Mass Balance Orders, which is not a Member.

'Organisational Claims' means any statement, logo use, or communication related to the overall practices, achievements, or commitments of an organisation to BCI contained in Section 2 of this Claims Framework. These Claims may not be made at the Product-Level.

'Physical BCI Cotton' means cotton produced by BCI Producers and traded under the Physical CoC Models.

'Physical CoC Models' means a supply chain model that tracks physical movement of Physical BCI Cotton through the supply chain. These models are made up of Segregation Single Country, Segregation Multi-Country and Controlled Blending only.

'Point of Purchase' means an area in a store where transactions occur and shoppers purchase their items.

'Principles and Criteria' or 'P&Cs' means the BCI farm-level sustainability standard for cotton production. It defines environmental, economic, and social requirements that all Producers must meet to become certified to sell their cotton as BCI Cotton. The P&Cs are available on the website.

'Product-Level' means any Claim that is either physically apposed or attached to a product or used directly in proximity or in connection with the sale of a product or range of products. This definition is not Channel specific and includes any Claim which relates to, or may influence the purchase of, a product or range of products.

**'Producer'** means an individual, group, or entity that holds a valid license or certification to grow and supply BCI Cotton in accordance with the Principles and Criteria.

'Retailer/Brand' means an organisation involved in the sourcing, distribution, or sale of cotton-containing finished products. This includes brands that design and develop Finished Products, which may be sold directly to consumers or through retailers, as well as retailers that offer such products through their own sales channels.

**'Retailer/Brand Central Function'** means the main site or headquarters that is responsible for the operations of a Retailer/Brand. Activities performed at the central function may include product development, buying, supply chain management, marketing, sales and administration.

'Retailer/Brand Member' or 'RB Member' means a Member that is a Retailer/Brand.

**'Scope Certificate'** means a document issued by a Certification Body that verifies an organisation's conformance with either the Principles and Criteria or the CoC Standard.

**'SM Member with RB Activity'** means an SM Member which also operates as a Retailer/Brand and is paying a Volume-Based Fee on the Retailer/Brand portion of their BCI Cotton sourcing.

**'Supplier/Manufacturer'** means any business-to-business (b2b) organisation that operates for-profit activity within the cotton supply chain, from buying and selling to processing which is beyond the farm-gate and before the Retailer/Brand. This excludes middlemen, sourcing agents and brokers.



'Supplier/Manufacturer Member' or 'SM Member' means a Member that is a Supplier/Manufacturer.

'Tier 1 Supplier' means a direct supplier to an organisation, typically focused on providing Finished Products.

'Trademark License Agreement' means a formal agreement that grants a Certified Organisation the right to use the BCI Label or associated trademarks in accordance with the terms and conditions set forth by in the agreement.

**'Volume-Based Fee'** means the fee paid by Retailer/Brand Members or SM Members with RB Activity calculated based on the total amount of BCI Cotton sourced and recorded in the BCP.

**'Unfinished Good**' means a product or material that has undergone some level of processing but has not yet reached the final stage in the manufacturing process. An Unfinished Good is typically in an intermediate state, requiring further processing, assembly, or transformation in order to become a Finished Product.

Any other defined terms included herein, if not otherwise defined, follow those contained in the Better Cotton Chain of Custody v1.0 Terminology and Definitions. If there are inconsistencies in any of the definitions in these documents, those contained herein shall prevail.



## Overview

#### 1.1 Introduction

The Claims Framework has been established to allow relevant stakeholders to communicate about their involvement with BCI in a way that is transparent, meaningful and protects the credibility of the programme. BCI does not require Members or Certified Organisations to make Claims. All Claims are voluntary. In this way, the Claims Framework enables BCI Members, Certified Organisations and other relevant stakeholders to make credible Claims about their involvement with BCI by setting forth the requirements to do so. The Claims Framework forms part of the BCI Standard System. To learn more about the BCI Standard System, please visit our website. Members must adhere to the Claims Framework in addition to any requirements held in any Membership Documents. Certified Organisations who are eligible to make Claims must also adhere to any applicable requirements in this Claims Framework.

Minor revisions may be made to the Claims Framework, annually, to ensure requirements are fit for purpose, in line with industry best practice and legislative requirements. Full revisions of the Claims Framework occur at a minimum every 5 years, in line with requirements in <a href="ISEAL's Code">ISEAL's Code</a> of <a href="Good Practice for Sustainability Systems">Good Practice for Sustainability Systems</a> ('ISEAL Code'). BCI reserves the right to make substantive changes to the Claims Framework as necessary, at any point in time, to reflect evolving regulatory requirements, and, as relevant, to discontinue any claims offering that may be contrary to national or international legal requirements.

#### **Important**

The guidance in this document is based on BCl's experience and interpretation of current legislation, industry best practice and expert advice received. The review, granting of approvals, rejections and/or suggestions for Claims made by BCl does not constitute legal advice. The choice to make Claims, and the responsibility to ensure they conform with relevant laws and regulation, lies with the organisation making the Claim. A Claim maker's approach to sustainability Claims should be reviewed by their legal advisors.

## 1.2 Scope & Application

This Claims Framework contains eligibility requirements for Claims available to different BCI stakeholder groups who wish to communicate their involvement with the BCI Standard System.

BCI reserves the right to require organisations to withdraw from all applicable Channels any Claims made that do not conform with this Claims Framework or, as appropriate, signal to the relevant Certification Body when a Claim made by a Certified Organisation does not conform. These include Claims that may be technically in line with this Claims Framework but that are used in a context that would render the Claim misleading, leave too much room for interpretation or whose nature could put the credibility or reputation of BCI in disrepute.



#### 1.3 Claims Review Process

BCI has an internal review process to ensure Claims remain consistent, credible and in accordance with this Claims Framework.

- 1.3.1 All Claims covered by this Claims Framework as well as any additional messaging about BCI outside of its scope, made by Retailer/Brand Members shall be reviewed by the BCI Claims Team prior to use, unless stated otherwise herein.
- 1.3.2 Retailer/Brand Members will receive the outcome of the review process within a maximum of ten (10) working days after the Claim has been received unless otherwise communicated to the Member by BCI. BCI will advise the Member if any amendments to Claims submissions are required prior to their use.

#### Note

The BCI Claims team receives Claims submissions for review and provides a response directly via myBetterCotton. Detailed instructions and guidance on submitting Claims are available on <a href="myBetterCotton">myBetterCotton</a>.

1.3.3 For other organisation types, Claims are deemed to be conformant if they meet the applicable requirements outlined in this Claims Framework. Any Claims that fail to meet these requirements will be considered Nonconforming Claims (NCCs). BCI reserves the right to request offending organisations to remove NCCs, make amendments, and/or to pursue legal action against any organisation who engages in making NCCs. Additionally, BCI may implement a formal Claims approval process for organisations found to be making NCCs.

## 1.4 Assurance and Monitoring

Producers, businesses and consumers alike depend on the integrity of BCI Claims as trusted mechanisms that connect improved practices at the farm with market demand.

BCI oversees the use of Claims and its trademarks for both Organisational Claims and Certification Claims in line with our monitoring protocols and in accordance with the ISEAL Code. This includes proactive monitoring for both the use of trademarks and the BCI Label across physical / in-store product packaging, online product pages and promotional / marketing material.

BCI also uses market surveillance and web-crawlers to detect Claims which do not conform with the Claims Framework, in addition to conducting transaction reviews on the BCP to identify cases of misuse.

## 1.5 Nonconforming Claims

BCI reserves the right to categorise nonconformity with this Claims Framework as a Nonconforming Claim, which may be classified as minor, major, or critical depending on the nature and severity of the infraction. NCCs include but are not limited to improper use of BCI Claims or intellectual property.



When made aware of a NCC, BCI will send an official warning and corrective action plan to the Claim maker. If the corrective action plan is not completed and submitted to BCI within the allotted timeframe contained in the official warning, BCI may, in its sole discretion, decide to take further action which may include temporary suspension of Certification by the Certification Body, suspension of BCI Membership, or initiation of legal proceedings.

BCI reserves the right to request offending organisations to remove NCCs, make amendments, and may implement a formal Claims approval process for organisations found to be making NCCs.

## 1.6 Trademark License Agreements

BCI safeguards the use of its name and logos to prevent any unauthorised, improper or fraudulent application. This ensures that organisations eligible to use the BCI name or logos consistently adhere to the applicable requirements set forth in this Claims Framework, any Trademark License Agreement and any other relevant documents including the B2C Label Design & Logo Use Guidelines and the B2B Label & Logo Use Guidelines.

Certified Organisations seeking to use the BCI Label, name or logo to promote their Certification and/or use of BCI Cotton in products are required to hold a valid Trademark License Agreement. It is recommended that this is signed immediately after successful completion of the Audit directly with the Certification Body upon the issuance of the Scope Certificate to the organisation. Otherwise, Certified Organisations may make an application to sign a Trademark License Agreement to helpdesk@bettercotton.org.

Certified Organisations that do not intend to use a BCI Label or promote their Certification using a logo, are not required to enter into a Trademark License Agreement.

Members who have not undergone Certification may use a Membership Logo without signing a Trademark License Agreement. The use of the Membership Logo is subject to review and authorisation by BCI by submitting a request via myBetterCotton.

#### 1.7 Termination of Use

- 1.7.1 In line with the requirements set forth in the Membership Documents, organisations who terminate their membership or have their membership terminated by BCI are no longer eligible to use Membership Claims, which are reserved for Members. In such cases:
  - a. All Membership Claims, and particularly those that suggest an organisation is an active BCI Member by using the BCI name and/or logo shall be removed from all Channels, unless they've been included in a published document (e.g. annual sustainability report) for a past period of time or are time bound.
  - b. The organisation shall oversee the phase-out of all Product-Level Claims, ensuring that only products with a BCI Label approved during a period of valid membership continue to be sold.



- **1.7.2** Organisations who no longer possess a Scope Certificate are not eligible to use Claims that require Certification. In such cases:
  - a. The organisation shall immediately cease using Certification Claims and relevant logos, unless they've been included in a published document (e.g. annual sustainability report) or are time bound.
  - b. The organisation shall oversee the phase-out of the use of the BCI Label, ensuring that only products with a BCI Label approved during a period of valid Certification continue to be sold.

#### Note

In order for a Retailer/Brand to be eligible to undergo Certification, they must be an RB Member. If their membership is terminated, they are therefore no longer eligible for Certification and their Scope Certificate will be suspended or cancelled, as the case may be, by their Certification Body.



## Organisational Claims

Organisational Claims refer to any statement, logo, or communication related to the overall practices, achievements, or commitments of an organisation. These Claims are not specific to individual products but instead relate to the organisation or parts of the organisation. Organisational Claims may be made through various Channels, including company websites, sustainability reports, marketing materials, or other communications. Organisational Claims are split out into the following types:

- Organisational Claims for Members
- Certification Claims for Certified Organisations
- Non-certified, Non-Member BCP Suppliers
- Certification Bodies

## 2 Organisational Claims for Members

The Claims outlined in this section are referred to as 'Organisational Claims' and are designed to support Members communicate their participation in the BCI Programme either by:

- Membership Statements (2.2);
- Sourcing Declarations (2.3);
- Farm Results Contribution Claims (2.4); or
- Life Cycle Impact Assessment Results (2.5).

## 2.1 General Requirements for Organisational Claims for Members

- **2.1.1** The organisation shall be a Member.
- 2.1.2 Retailer/Brand Members shall have completed the Claims Training.
- **2.1.3** Organisational Claims for Members shall not be used at a Product-Level.
- **2.1.4** Retailer/Brand Members shall have their Organisational Claims for Members Claims reviewed by the BCI Claims Team prior to publication, unless stated otherwise.
- **2.1.5** Organisational Claims for Members shall only be made across the following Channels:
  - a. Sustainability websites;
  - b. Sustainability and/or annual reports;
  - c. Social media when the content is not related to the sale of a specific product or range of products;
  - d. Any other Channel as agreed between the organisation and the BCI Claims Team.



### 2.2 Membership Statements

A Membership Statement enables Members to communicate their commitment to BCI's mission by highlighting their involvement in the organisation's membership programme.

- **2.2.1** Membership Statements should adhere to the following language:
  - a. '[We are/Organisation Name is] a [optional: proud] member of Better Cotton.'
  - b. '[We are/Organisation Name is] partner/s with Better Cotton to improve cotton farming globally.'
  - c. '[We are/Organisation Name is]' committed to improving cotton farming practices globally with Better Cotton.
- 2.2.2 A Member may choose to:
  - a. Use the Membership Statements independently;
  - b. Combine the Membership Statements with the Membership Logo;
  - c. Use the Membership Logo exclusively without any Membership Statement;
- **2.2.3** The use of any Membership Logo shall be in line with the B2C Label Design & Logo Use Guidelines and/or the B2B Label & Logo Use Guideline.
- 2.2.4 RB Members may use a Membership Statement and/or a Membership Logos on In-Store Signage at the Point of Purchase provided the proposed use is in line with the B2C Label Design & Logo Use Guidelines and examples contained in the Marketing Toolkit or otherwise agreed between BCI and the RB Member.

## 2.3 Sourcing Declarations

Sourcing Declarations allow Members who source BCI Cotton to communicate their intended and past sourcing efforts to their stakeholders. This can be done using declarations of:

- Sourcing Targets, and/or
- Sourcing Volumes
- **2.3.1** Retailer/Brand Members wishing to make Sourcing Declarations shall be up-to-date with their annual cotton consumption calculations and have met the applicable Independent Assessment requirements.
- **2.3.2** Members may make Sourcing Declarations using Souring Target Claims or Sourcing Volume Claims in any combination, provided all applicable requirements are met and each declaration adheres to the defined criteria.
- **2.3.3** Any variations to the language of Sourcing Declarations requires prior written approval from the BCI Claims Team.



#### Sourcing Targets

Sourcing Target Claims allow Members to publish timebound targets for cotton sourcing as part of their overall raw material sourcing strategies.

- **2.3.4** Sourcing Targets should adhere to the following language:
  - a. '[We are/Organisation Name is] committed to sourcing X% of our cotton as BCI Cotton by [insert year].
    - +optional inclusion: under the [Insert type of Chain of Custody Model: 'Mass Balance', 'Physical Segregation'] Chain of Custody.'
  - b. '[We are/Organisation Name is] committed to sourcing X% of our cotton as BCI Cotton, [insert other cotton sustainability programmes] by [insert year].'
  - c. Members that participate in the Traceability Programme and, for Retailer/Brand Members, have paid the Traceability Activation Fee, the following statement may be made:
    - '[We are/Organisation Name is] committed to sourcing X% of our cotton as Physical (Traceable) BCI Cotton by [insert year].'

#### Guidance

Sourcing Targets could be considered future environmental performance Claims depending on the context in which they are used. BCI recommends that Members ensure these Claims are only made when supported by a transparent plan for achieving their targets, and that progress towards targets is reported on a regular basis and are in line with any applicable requirements set out in the EU Unfair Commercial Practices Directive or other relevant applicable legislation.

#### Sourcing Volumes

Sourcing Volume Claims are statements which allow Members to report on the volumes of BCI Cotton sourced over a given time period.

- **2.3.5** Sourcing Volume Claims should adhere to the following language:
  - a. 'In [Insert Year], [we/Organisation Name] sourced X% of our cotton as BCI Cotton.'
    - + **Optional inclusion**: under the [Insert type of Chain of Custody Model: 'Mass Balance', 'Physical Segregation'] Chain of Custody.'
    - + Optional inclusion: 'This represents X kg of lint cotton.'
  - b. 'In [Insert timeframe], [we/Organisation Name] sourced X% of the cotton for our [insert product line] as BCI Cotton under the'
    - + **Required inclusion**: '[Insert type of Chain of Custody Model: 'Mass Balance', 'Physical Segregation'] Chain of Custody].'



#### Sourcing Volumes by Country of Origin for Physical BCI Cotton

Sourcing Volumes by Country of Origin Claims are a calculation of the amount of Physical BCI Cotton sourced by a Member as a percentage of their total cotton lint consumption for a defined timeframe, broken down by country of origin.

- **2.3.6** Country of Origin Claims should adhere to the following language:
  - a. The Physical (Traceable) BCI Cotton we sourced in [insert defined time period] came from [X% from country X, Y% from country Y, etc.] or [country X, country Y].
- 2.3.7 Country of Origin Claims shall be made based on the country-level sourcing data available in the BCP.
- 2.3.8 Country of Origin Claims shall only be made for volumes sourced through Physical CoC Models.

#### 2.4 Form Results Contribution Claims

Farm Results Contribution Claims are intended to demonstrate a Retailer/Brand Member's contribution to BCI's global impact at the field-level, via their field-level investments, by equating the volumes of BCI Cotton sourced by the RB Member for a given year to field-level results for a given season.

- **2.4.1** A Retailer/Brand Member may request their annual farm contribution results necessary to make Farm Results Contribution Claims from BCI directly through the Portal from the end of each fiscal year.
- **2.4.2** Farm Results Contribution Claims shall only be made by Retailer/Brand Members for sustainability reporting purposes.
- **2.4.3** Upon issuing the Farm Results Contribution Claims, BCI will provide the Retailer/Brand Member with an accompanying methodology and guidance document. The Retailer/Brand Member shall adhere to the Claims outlined within the document and shall not make any Claims beyond those specified.
- **2.4.4** If the data provided by BCI is manipulated in any way, or reporting relates to additional contribution factors not provided by BCI, the RB Member shall publish a statement alongside the Claim that states that the data was not provided by BCI and does not relate to the BCI programme.

#### Guidance

The context in which Farm Results Contribution Claims are made should not give the audience the impression that impacts can be traced back to a specific farm, project or country or that they result in an overall benefit or improvement to a product or a product line's sustainability footprint.

## 2.5 Life Cycle Impact Assessment Results

BCI performs country-level life cycle impact assessments (LCIA) for BCI Cotton production, from the cotton extraction stage until the gin gate. LCIA metrics that are available for BCI Cotton include global warming (CO2), eutrophication, water use and abiotic depletion (fossil fuels).



- **2.5.1** Members may request an LCIA dataset for a given country of production directly from BCI through the Portal.
- **2.5.2** Upon request, BCI will provide a Member with the LCIA results provided the RB Member sourced BCI Cotton during the previous calendar year.
- **2.5.3** Upon issuing the LCIA dataset, BCI will provide the Member an accompanying methodology and guidance document. No Claims, statements or uses of the LCIA datasets may be done outside of what is prescribed in the methodology document.
- **2.5.4** The use of BCI LCIA datasets is optional, and compliance with relevant regulatory requirements or specific reporting frameworks is the responsibility of the Member.

## 3 Certification Claims for Certified Organisations

Certified Organisation Claims allow organisations to communicate about their participation in the certification programme and conformance with the BCI Standards.

## 3.1 General Requirements for Certification Claims

- **3.1.1** The organisation shall hold a scope certificate with their Certification Body.
- **3.1.2** Certified Organisation Claims shall not be used at a Product-Level.
- **3.1.3** The organisation may use the text Claims as standalone Claims, or alternatively may use them alongside the applicable BCI Certification Logo.
- **3.1.4** Retailer/Brand Members shall obtain approval from the BCI Claims Team prior to publication of the Claim

## 3.2 Certified Producer Organisations

- 3.2.1 Organisations certified to the BCI Principles and Criteria are permitted to make the following Claims:
  - a. '[We are/Our farm/Organisation Name is] certified to the Better Cotton Standard System.'
  - b. '[We are/Our farm/Organisation Name is] certified to the Better Cotton Principles and Criteria, a holistic approach to sustainable cotton production which covers the three pillars of sustainability: environmental, social and economic.'
  - c. The cotton we produce is certified to the [Better Cotton Standard/Better Cotton Principles and Criteria.



## 3.3 Chain of Custody Certified Organisations

- **3.3.1** Organisations certified to the CoC Standard are permitted to make the following Claims:
  - a. '[We are/Organisation Name is] Better Cotton Chain of Custody Certified.'
  - b. '[We are/Organisation Name is] certified against the Better Cotton Chain of Custody Standard.'
  - c. '[We are/Organisation Name is] certified to purchase and sell Physical (Traceable) BCI Cotton.'
  - d. Optional additional text:

'The Better Cotton Chain of Custody Standard is the key framework that connects BCI Cotton supply to demand, ensuring its integrity throughout the supply chain.'

## 4 Non-certified, Non-Member BCP Suppliers

Non-certified, Non-Member BCP Suppliers are Supplier/Manufacturer organisations that are not Members or Certified Organisations. Non-Member BCP Suppliers are limited to buying or selling BCI Cotton as Mass Balance Orders. The only Claims that are available to these organisations are those outlined in section 4.1.1 below.

## 4.1 Mass Balance Participation Claims

- **4.1.1** Non-Member BCP Suppliers can make the following Mass Balance Participation Claims related to their participation in the Mass Balance Chain of Custody:
  - a. [We are/Organisation Name is] authorised to buy and sell Mass Balance BCI Cotton.
  - b. [We/Organisation Name] supply Better Cotton Claim Units for Mass Balance BCI Cotton.
- **4.1.2** Mass Balance Participation Claims shall be used as organisational Claims only and never at the Product-Level.

## 5 Certification Bodies

Approved Certification Bodies (CBs) are permitted to use Claims to promote their services to prospective clients.

## 5.1 General Requirements for Certification Body Claims

- **5.1.1** Only Approved Certification Bodies listed on BCI's website shall use Certification Body Claims.
- **5.1.2** The Certification Body shall ensure the text Claim that is used is applicable to their certification scope.



**5.1.3** Certification Body Claims may be used, either alongside the 'BCI Certification Body' logo, or as standalone Claims.

## 5.2 Scope Claims

- **5.2.1** The Certification Body shall only make Claims limited to the following language:
  - a. '[We are/Organisation Name is] an approved Certification Body for audits against the Better Cotton Chain of Custody Standard.
  - b. [We are/Organisation Name is] an approved Certification Body for audits against the Better Cotton Principles and Criteria.'
  - c. '[We are/Organisation Name is] an approved Certification Body for audits against the Better Cotton Chain of Custody Standard and Principles and Criteria.'



## **Product-Level Claims**

The only Claims that are permitted for use at the Product-Level are the use of one of the BCI Labels, illustrated in either the B2C Label Design & Logo Use Guidelines for Finished Products or the B2B Label & Logo Use Guidelines for Unfinished Goods.

Use of a BCI Label is an optional Claim at the Product-Level that signifies a product or good contains Physical BCI Cotton. The application of a BCI Label is detailed in two sections: B2B Product-Level Claims for Unfinished Goods (Section 5) and B2C Product-Level Claims Finished Products (Section 6). The rules and requirements differ between these sections based on whether a BCI Label is intended for business-to-business (B2B) use within the supply chain or is directed at consumers and end-users of Finished Products (B2C).

Claims at the Product-Level are only available to certified Supplier/Manufacturer Members and Retailer/Brand Members who hold a Scope Certificate and Trademark License Agreement.

## 6 B2B Product-Level Claims

BCI allows certified Supplier/Manufacturer Members to use the B2B Label to physically identify Physical BCI Cotton goods and products throughout processing and shipping, as well as to help business customers identify Physical BCI Cotton products upon the receipt of goods.

While the B2B Label can help supply chain organisations identify products containing Physical BCI Cotton, it is the responsibility of the organisation purchasing goods or products with the B2B Label to conduct additional checks to ensure that items meet the criteria outlined in the CoC Standard. The B2B Label is not permitted for use in business-to-consumer (B2C) contexts or on Channels where end consumers may be the target audience.

## 6.1 General Requirements for B2B Label Use

- **6.1.1** The B2B Label shall only be used by Suppliers/Manufacturers that:
  - a. are a Member;
  - b. are certified against the CoC Standard;
  - c. hold a Scope Certificate; and
  - d. have entered into a Trademark License Agreement with BCI.
- **6.1.2** The B2B Label shall only be used on the following Channels:
  - a. Product labels or tags;
  - b. E-commerce platforms, adjacent to Physical BCI Cotton Unfinished Goods;
  - c. Product catalogues;
  - d. Sales invoices.



### 6.2 Unfinished Good Eligibility for B2B Label

- **6.2.1** The B2B Label shall only apply to Unfinished Goods sold in business-to-business contexts where the purchasing organisation will further process the product.
- **6.2.2** The B2B Label shall only be applied to Unfinished Goods purchased and sold through Physical CoC models.
- **6.2.3** An Unfinished Good must contain at least five (5) percent Physical BCI Cotton in order to be eligible to have the B2B Label on it.
- **6.2.4** The B2B Label shall be removed during the manufacturing or processing of the Finished Product.

### 6.3 B2B Label Design Requirements

- **6.3.1** The B2B Label shall appear as it is illustrated in the B2B Label & Logo Use Guidelines. No changes or adaptations to the B2B Label may be made other than what is provided for in this subsection 6.3.
- **6.3.2** The following elements are required when an organisation is applying the B2B Label to Unfinished Goods:
  - a. BCI Cotton Logo; and
  - b. The Certification Approval Number of the organisation conducting the sale of the goods.
- **6.3.3** The organisation may optionally include the percentage of Physical BCI Cotton content in the Unfinished Good on the B2B Label.

#### Guidance for 6.3 B2B Label Design Requirements:

- A preview of the B2B Label is available in the B2B Label & Logo Use Guidelines.
- The Certification Approval Number is listed on the Scope Certificate.
- For fabric mills selling Unfinished Goods to an end-product manufacturer, the Certification Approval Number on the B2B Label should be that of the fabric mill, not the end-product manufacturer's.



## 7 B2C Product-Level Claims

BCI allows certified Retailer/Brand Members to use the B2C Label to allow consumers to identify Physical BCI Cotton Finished Products. It is the responsibility of the Retailer/Brand Member purchasing Finished Products to conduct additional checks to ensure that the Finished Products meet the criteria outlined in the CoC Standard and this Claims Framework.

## 7.1 General Requirements for the B2C Label

- **7.1.1** Except as otherwise provided for in this subsection, the B2C Label shall only be used by Retailer/Brands that:
  - a. are a Member;
  - b. have completed the Claims Training;
  - c. are certified against the CoC Standard;
  - d. hold a Scope Certificate; and
  - e. have entered into a Trademark License Agreement with BCI.
- **7.1.2** Non-Certified Retailers and SM Members with Retail/Brand Activity may use the B2C Label provided the requirements in subsection 7.5 and subsection 7.6, respectively, are satisfied.
- **7.1.3** The B2C Label shall only be used on the following Channels:
  - a. Digital or printed hang tags;
  - b. Sewn-in Labels;
  - c. Product catalogues;
  - d. E-commerce platforms and webstore pages; and
  - e. In-Store Signage.
- **7.1.4** All uses of the B2C Label on Finished Products shall be submitted for review to the BCI Claims Team once the conditions in subsection 7.1.1 have been satisfied

#### Note:

BCI authorises use of the B2C Label at the artwork level. This means that the same artwork may be used across different eligible Physical BCI Cotton Finished Products, provided all applicable requirements are met.



## 7.2 Finished Product Eligibility for B2C Label

#### General Requirements

**7.2.1** The B2C Label shall meet the following eligibility criteria

Chain of Custody Model	Minimum content of Physical BCI Cotton*	Percentage Required on the B2C Label?		
Segregation (Single Country)	30% of total weight of Finished Product	If BCI Cotton is not the majority fibre in the product (e.g. 55% polyester, 45% BCI Cotton), the BCI Cotton percentage shall be displayed on the label.		
Segregation (Multi-Country)	30% of total weight of Finished Product	If BCI Cotton is not the majority fibre in the product (e.g. 55% polyester, 45% BCI Cotton), the BCI Cotton percentage shall be displayed on the label.		
Controlled Blending	No Claims at Product-Level allowed			
Mass Balance	No Claims at Product-Level allowed			

<sup>\*</sup>Refer to Product Eligibility Calculation Exclusions below to calculate the Physical BCI Cotton content

- **7.2.2** BCI permits minor discrepancies of up to ±3% between the actual fabric composition of the Finished Product and the percentage stated on the B2C Label provided:
  - a. Deviations reflect variations arising from all factors such as Finished Product process fluctuations and rounding.
- **7.2.3** When a deviation exceeds the ±3% tolerance, the organisation notifies BCI. BCI will determine the appropriate course of action in its sole discretion.

#### **Exclusions for Product Eligibility Calculations**

- **7.2.4** BCI permits the inclusion of non-BCI Cotton as minor fabric components of Finished Products, provided they are separate from the claimed component and in line with the eligibility requirements in this subsection. This allows organisations to include small amounts of non-BCI Cotton within BCI certified Finished Products without affecting the eligibility of the Finished Product for labelling.
  - a. Under no circumstances shall non-BCI Cotton components be counted towards the certified BCI Cotton percentage displayed on the B2C Label.
- **7.2.5** The following non-BCI Cotton components may be excluded from the product eligibility requirements in 7.2.1
  - a. Edgings and trimmings which are not a fundamental part of the Finished Product;
  - b. Lining fabrics (unless they are part of the main Finished Product composition);
  - c. Interfacing for small product components e.g. pockets;



<sup>\*\*</sup>As above

- d. Decorative accessories e.g. embellishments;
- e. Waistband; and
- f. Stitching and threading.
- **7.2.6** Where non-BCI components form a major part of the Finished Product (constituting more than ten (10) percent), Physical BCI Cotton shall be used in the trims in order for the B2C Label to be applied to that Finished Product.
  - a. Trims sourced as Physical BCI Cotton may be used towards the minimum BCI Cotton content calculations outlined in 7.2.1 above.
- 7.2.7 Where the majority component of Finished Products is non-fabric (such as wooden baskets, plastic frames, steel stands, etc.), these components may be excluded from the calculation of the overall Finished Product weight and the B2C Label may be used provided:
  - a. The fabric component meets the Finished Product eligibility criteria outlined in this subsection.
  - b. When applying the B2C Label to these Finished Products, the B2C Label shall clearly indicate the specific component of the Finished Product to which the B2C Label applies.
  - c. BCI has been notified of the exclusions applied in the artwork review submission.

## 7.3 B2C Label Design Requirements

#### Required B2C Label Elements:

- 7.3.1 All uses of the B2C Label on Finished Products shall be done in accordance with the B2C Label Design & Logo Use Guidelines and include the following elements:
  - a. The BCI Cotton Logo;
  - b. The B2C Label Required Accompanying Claim;
  - c. The RB Member Certification Approval Number;
  - d. The BCI QR Code or URL; and
  - e. If the Physical BCI Cotton content in the Finished Product does not represent the majority fibre component of the Finished Product, the percentage of BCI Cotton.

#### Optional B2C Label Elements:

- **7.3.2** The following elements can be included on the B2C Label as optional additions:
  - a. Unless otherwise required, the percentage of Physical BCI Cotton content in the Finished Product; and
  - b. Any optional accompanying Claims as outlined in the B2C Label Design & Logo Use Guidelines.
- **7.3.3** When applying the B2C Label elements as outlined 7.3.1 and 7.3.2 above, the organisation shall ensure the design reflects the guidance contained in the B2C Label Design & Logo Use Guidance.



- **7.3.4** The B2C Label shall include the Required Accompanying Claim as outlined in the B2C Label Design & Logo Use Guidelines and not deviate from it.
- 7.3.5 The Certification Approval Number used on the B2C Label shall always belong to the certified Retailer/Brand Member, regardless of which organisation applies the B2C Label to the Finished Product or conducts the final sale of the Finished Product, unless an exception has been explicitly approved by BCI.

#### Guidance:

For Retailer/Brand Members certified under the Multi-Site Criteria as part of their Chain of Custody Certification, the Certification Approval Number displayed shall be that of the Retailer/Brand's Central Function as specified on the Scope Certificate.

For Supplier/Manufacturers who will be applying the B2C Label on Finished Products on behalf of certified Retailer/Brand Member customers, they should obtain the Retailer/Brand Member's Certification Approval Number directly from the Retailer/Brand Member and verify that the Retailer/Brand Member is certified. The Certification Approval Number is listed on the Retailer/Brand Member's Scope Certificate.

## 7.4 In-Store Signage

The use of a B2C Label on In-Store Signage is permitted, provided the following requirements are satisfied:

- **7.4.1** The certified RB Member is sourcing a minimum of 50% of their overall cotton consumption as Physical BCI Cotton.
- 7.4.2 The In-Store Signage with the B2C Label shall:
  - a. Be placed next to, above, in visual range or close proximity to any Finished Products that contain the B2C Label;
  - b. Contain a Membership Statement and/or Membership Logo; and
  - c. Include the following statement:
    - 'Look for the BCI Label for products that contain BCI Cotton' or a variation of the same in accordance with the examples contained in the Marketing Toolkit.
- **7.4.3** The use of the B2C Label on In-Store Signage must not suggest that all cotton in a store is BCI Cotton and must be displayed in line with the requirements above and any relevant guidelines in the B2C Label Design and Logo Use Guidance.

#### 7.5 Non-Certified Retailer Use of the B2C Label

Certified Retailer/Brand Members may sell their Finished Product to Non-Certified Retailers for sale to end-consumers. A Finished Product that is sold to a Non-Certified Retailer is still eligible to carry the B2C Label, provided it meets the Finished Product Eligibility requirements outlined in subsection 7.2, and that the following conditions are satisfied:



#### Physical B2C Label Use:

**7.5.1** B2C Labels printed and physically attached to Finished Products shall be exclusively applied to Finished Products either by the certified RB Member or their end-product manufacturer. Non-Certified Retailers are prohibited from independently creating, applying, or modifying physical B2C Labels or product tags.

#### Digital B2C Label Use:

- **7.5.2** Any new use of the B2C Label made by a Non-Certified Retailer shall be limited to e-commerce-level Claims.
- **7.5.3** The Non-Certified Retailer shall acknowledge and accept the terms and conditions governing the use of the B2C Label by signing a Retailer Declaration for Use of B2C Labels prior to selling labelled products.
- **7.5.4** The Non-Certified Retailer shall attend a Claims Training prior to using the B2C Label on Finished Products.

## 7.6 Supplier/Manufacturer Members with Retail/Brand Activity

- **7.6.1** In cases where an SM Member with Retailer/Brand Activity also wishes to use the B2C Label, the B2C Label shall only be applied to Finished Products provided the following conditions are satisfied:
  - a. The Retailer/Brand activity of their business represents no more than 25% of their total textile business turnover.
  - b. The SM Member with RB Activity is certified to both the supplier and manufacturer criteria and the brand assessment criteria in the CoC Standard.
  - c. The SM Member with RB Activity contributes to field investments through the payment of a Volume-Based Fee covering the retail portion of their business.
- **7.6.2** Supplier/Manufacturer Members that are not considered SM Members with Retailer/Brand Activity that operate a business model whereby they rent Finished Products to another business for end-use (e.g. uniforms in the service industry) may use a sewn-in B2C Label on the Finish Products provided.
  - a. They are certified to the CoC Standard;
  - b. The Finished Products meet the eligibility requirements for sewn-in label use.
  - c. The sewn-in B2C Label use is approved by BCI.

#### Guidance:

If an SM Member is unsure if their processes meet requirement 7.6, the organisation may contact claims@bettercotton.org for clarity. BCI reserves the right to determine if an SM Member is eligible to use the BCI Label.



## Resources & Contact

For more information about BCI and our standard system, please visit our website to see the following resources:

- Principles and Criteria
- Chain of Custody Standard

To further help you communicate your involvement with the BCI Standard System in conformity with the Claims Framework, we've developed the following resources:

- B2C Label Design & Logo Use Guidelines
- B2B Label & Logo Use Guidelines
- Retailer and Brand Member Marketing Toolkit

For general Claims enquiries, please contact claims@bettercotton.org.

To gain access to the myBetterCotton portal, please contact helpdesk@bettercotton.org.

For information on how to submit a Claim on the myBetterCotton portal, please contact claims@bettercotton.org.

All queries from certification bodies or related to the certification procedure should be addressed to certification@bettercotton.org.



## Annexe I: Claims Eligibility Table

The following table is an illustration of all Claims contained in this Claims Framework, the use of which are subject to the fulfilment of applicable requirements and subject to Member type. Member types can be found within the Glossary of this document.

Claim Type		Eligibility Requirements					
		Organisation Type	Claims Training	Certification	Trademark License Agreement	Submission on Portal	
<u>Organisational Claims</u>	Membership Statements	All members	Required for RB Members	N/A	N/A	Required for RB Members	
	Sourcing Declarations	All members	Required for RB Members	N/A	N/A	Required for RB Members	
	Farm Results Contribution Claims	RB members	Required for RB Members	N/A	N/A	Required for RB Members	
	Life Cycle Impact Assessment Results	Members	Required for RB Members	N/A	N/A	N/A	
	Certified Producer Organisation Claims	Producers	N/A	Certified to P&Cs	N/A	N/A	
	Chain of Custody Certified	RB Members SM Members Non-Member BCP Supplier	Required for RB Members	Certified to CoC Standard	Yes	Required for RB Members	
	Certification Body Claims	Certification Bodies	N/A	N/A	N/A	N/A	
Product Level Claims	B2B Label	SM Members	N/A	Certified to CoC Standard	Yes	N/A	
	B2C Label	RB Members	Required for RB Members	Certified to CoC Standard	Yes	Required for RB Members	



# Annexe II: Phase-Out of the Mass Balance Label

The Mass Balance On-Product Mark (OPM) is a label that was available most recently as part of the Claims Framework version 3.1, and in previous iterations dating back to 2015. The OPM was available to eligible RB Members, and intended to allow RB Members to communicate their support of BCI, to consumers, via Finished Products.

Once this Claims Framework enters into force, BCI will no longer issue permission or approval for first time use of the OPM. RB Members with existing approval for OPM use made prior to January 2025, will be able to continue to use the OPM **until May 2026.** RB Members using the OPM are responsible for ensuring the OPM is no longer in circulation after May 2026.

The RB Member using the OPM shall also ensure that the mass balance statement\* remains in use on the website of both the RB Member (at the group level) and the individual brand using the OPM, for the duration of the OPM use and until the OPM has been fully phased out and no longer appears on Finished Products.

#### \*Mass balance statement;

**Option 1:** Better Cotton is sourced via a chain of custody model called mass balance. This means that Better Cotton is not physically traceable to end products, however, Better Cotton Farmers benefit from the demand for Better Cotton in equivalent volumes to those we 'source.'

**Option 2:** Members may, alternatively, write their own definition of mass balance, however, this must feature the words 'mass balance' and make it clear that Better Cotton is not physically traceable to end products that feature the OPM.



