

TruStone Initiative

Stakeholders working towards
responsible business conduct
in the natural stone sector



TruStone Initiative

Stakeholders working towards responsible business conduct
in the natural stone sector

Agreement second term | February 2025



NOA

Nederlandse
Ondernemersvereniging voor
Afbouwbedrijven



Power in People
act:onaid



Contents

Management Summary	3
TruStone Initiative	5
A – Preamble.....	6
B – Definitions	7
C – Provisions.....	12
Article 1 – Goals	12
Article 2 - Scope	13
Article 3 – Participation of companies and public authorities	13
Article 4 – Evaluation.....	14
Article 5 - Role of the companies affiliated with the Initiative	14
Article 6 – Role of the Parties.....	16
Article 7 – Role of public authorities	19
Article 8 – Role of sector organisations.....	20
Article 9 – Role of civil society organisations and trade unions	21
Article 10 – Governance	22
Article 11 - Complaints and Dispute Mechanism.....	23
Article 12 – Financing	24
Article 13 – Duration of the Initiative	24
Article 14 – Joining the Initiative	24
Article 15 – Termination of the Initiative.....	25
Article 16 - Final provision	25
D - Statement of Adhering Companies concerning the TruStone Initiative.....	26
E – Statement of Contracting Entities regarding the TruStone Initiative.....	29
F – Statement of Support for the TruStone Initiative	30
G – Appendices.....	31
Appendix 1 – Frameworks and guidelines for the assessment framework.....	32
Appendix 2 – Division of roles, processes and criteria for dialogues and projects	35
Appendix 3 – Example of SRP criteria.....	41
Appendix 4 – Financial contributions per company	45
Appendix 5 – Provisional budget.....	47
Appendix 6 – Criteria for accession of Parties	48

Management Summary

The TruStone Initiative aims to establish itself as the European standard for responsible natural stone. During the first term (2019–2024), a solid foundation was built in the Netherlands and Flanders. In the second term, the Initiative will align as closely as possible with European developments in the field of International Responsible Business Conduct (IRBC), with the goal of gradually expanding collaboration. The ultimate objective is to evolve into a European Multi-Stakeholder Initiative.

Why this Initiative?

Many companies are committed to International RBC and responsible supply chain management. In fact, society and public authorities expect them to be. Furthermore, this is laid down in international guidelines and obligations such as the United Nations Guiding Principles on Business and Human Rights (UNGPs), the Guidelines for Multinational Enterprises of the Organisation for Economic Co-operation and Development (OECD) and the core labour standards of the International Labour Organisation (ILO). In the near future, under European legislation (CSRD and CSDDD), large enterprises will also be obliged to implement responsible supply chain management and to report on this.

If a company finds that it is involved in child labour, for example, or causes or contributes to environmental pollution, the company usually has options to do something about it itself. However, this often concerns complex problems in emerging markets and developing countries further down the chain, which companies may be associated with through business relationships. In these situations, public authorities often fail to protect rights, while (individual) companies can usually provide only part of the solution to a problem. Together with other companies and other parties - such as civil society organisations and public authorities - the chance of a solution is greater. This is where the TruStone Initiative can provide added value.

What is expected of the companies?

Importing companies participating in the Initiative will have to carry out a so-called due diligence process within one year of signing up. Due diligence is a process by which companies identify and address risks to prevent negative effects on society and the environment as a result of their activities. In concrete terms, this means that companies in the natural stone sector systematically investigate whether they, either directly or via the chain of their suppliers or buyers, are contributing to damage or loss caused to people, animals, nature and the environment, somewhere within the chain. Not only does this concern actual damage or loss, but also the risk of that damage or loss occurring. Companies that have identified their involvement in causing damage or loss, or the risk thereof, must take action against it. Due diligence is not a one-time action; it is an ongoing process and part of their business operations.

Based on the outcomes of the due diligence process, companies will have to periodically draw up their own Action Plan. In it they explain how they tackle risks and in any case include the themes included in the Initiative. They then submit this plan for assessment to an independent secretariat. The secretariat assesses based on the principles of reasonableness and fairness, i.e. the size of the company is taken into account, among other things.

The participating companies are not alone in their efforts. The aim of the Initiative is for companies, their industry organisations, public authorities, trade unions and civil society organisations to join forces and tackle the problems together. In addition, support is provided by an independent secretariat.

When companies carry out due diligence, it contributes to improvements in the chain. The Initiative does not guarantee that nothing will ever go wrong in the supply chain again. Although it *does* guarantee that problems are solved faster and more effectively. It is important that companies can demonstrate that they have carefully completed a due diligence process, that they have prioritised their risks in dialogue with their stakeholders and that they have addressed high-priority risks to the best of their ability.

What do companies get out of it?

Participating companies respond to existing normative guidelines (see above) and as such are aimed at the future and the inevitable developments towards sustainability. Taking concrete steps towards a positive impact on human rights and the environment creates a broader view of possible risks within the company and also benefits the reputation of companies.

Public authorities are among the pool of important buyers of natural stone. Sustainable Public Procurement (SP) by public authorities is therefore of great importance. The Initiative can help companies meet SP requirements.

Major European customers to which the legislation (CSRD and CSDDD) applies must have insight into their chains and therefore increasingly opt for importers who have their due diligence in order. Participating in TruStone helps with this.

What will people in production countries notice?

The aim of the Initiative is to achieve concrete results for injured parties. In particular, the Initiative focuses on the following themes: discrimination and gender, child labour, forced labour, living wage, freedom of association and collective bargaining, health and safety, land rights and living environment.

The Initiative also offers injured parties access to remedy.

TruStone Initiative

Parties

1. **Benelux Natural Stone Association**, hereinafter referred to as BNSA, established in Roeselare, Belgium, duly represented by **Isabel Gruwez**,
2. **Nederlandse Ondernemersvereniging voor Afbouwbedrijven**, hereinafter referred to as NOA, established in Veenendaal, the Netherlands, duly represented by **John Kerstens**,
3. **Arte di Granito B.V.**, hereinafter referred to as Arte, established in Helmond, the Netherlands, duly represented by **Niels van den Beucken**,

Parties 1 to 3 are hereinafter jointly referred to as: "Industry organisations and companies",

4. **ACV Bouw – Industrie & Energie** hereinafter referred to as ACV BIE, established in Brussels, Belgium, duly represented by **Patrick Vandenberghe**,
5. **CNV**, established in Utrecht, the Netherlands, duly represented by **Piet Fortuin**,
6. **Federatie Nederlandse Vakbeweging**, hereinafter referred to as FNV, established in Utrecht, the Netherlands, duly represented by **Petra Bolster**,

Parties 4 to 6 are hereinafter jointly referred to as: "the Trade Unions",

7. **ActionAid**, established in Amsterdam, the Netherlands, duly represented by **Laura Klokke**,
8. **Arisa**, established in Utrecht, the Netherlands, duly represented by **Sandra Claassen**,
9. **WSM vzw**, hereinafter referred to as WSM, established in Brussels, Belgium, duly represented by **Bart Verstraeten**,

Parties 7 to 9 are hereinafter jointly referred to as: "Civil society organisations",

Hereinafter together referred to as: Parties

have agreed on the following in this Agreement:

A – Preamble

General considerations

1. Businesses create jobs and well-being, innovation and economic growth. The business community – as producers, exporters, investors, buyers and partners – can make an important contribution to sustainable growth and full employment in production or supply chains.
2. Yet the globalisation of the natural stone chain also means that companies active in the natural stone sector may be directly or indirectly involved in the adverse impacts of their activities on people and the environment elsewhere in the world.
3. Sustainable growth is achieved through dialogue between stakeholders, in which a dynamic balance is sought between ecological, economic and social ambitions. Responsible Business Conduct is the contribution that businesses make to sustainable growth and development.
4. The OECD Guidelines for Multinational Enterprises (hereinafter referred to as: OECD Guidelines) form the basis for International Responsible Business Conduct (international RBC, or IRBC). The OECD guidelines are the most comprehensive guidelines in the field of IRBC, which also include a dispute mechanism. This includes the elements of the UN Guiding Principles on Business and Human Rights (hereinafter referred to as: UNGPs) and the ILO core labour standards.
5. The UNGPs formulate a 'duty to protect human rights' for the public authority, which also aims to remove obstacles for companies to fulfil their 'responsibility to respect human rights'. Public authorities are also important purchasers of natural stone. Sustainable Public Procurement by public authorities is therefore of great importance;
6. In 2015, the United Nations (UN) adopted the development agenda for 2015 – 2030. The agenda consists of 17 Sustainable Development Goals (hereinafter referred to as: SDGs). If a company wishes to contribute to the SDGs, due diligence in accordance with the OECD Guidelines and UNGPs is a basic requirement.
7. In recent years, the European Commission has shaped a legislative framework in which supply chain responsibility is the norm with the Corporate Sustainability Due Diligence Directive (CSDDD), the Corporate Sustainability Reporting Directive (CSRD) and the Forced Labour Regulation.
8. Trade unions, civil society organisations and their local partners representing or supporting workers and communities whose rights are violated in the production chain or supply chain are essential partners in identifying and prioritising risks and in formulating and implementing solutions.

Specific considerations

1. Companies are expected to conduct business with respect for human rights and the environment, as laid down in the international OECD Guidelines and the UNGPs.
2. According to these guidelines, companies are expected to identify, prevent and mitigate the actual and potential negative impact of their activities, to account for how they deal with the identified risks and, where appropriate, to take or cooperate in taking remedial measures (due diligence or RBC risk management).
3. Performing due diligence is a first and necessary step for achieving results. Due diligence in accordance with the UNGPs and OECD Guidelines is not a one-off exercise, but an ongoing effort.
4. Provided companies perform adequate due diligence, it contributes to improvements in the chain. The Initiative does not guarantee that nothing will ever go wrong in the supply chain again. Although it *does* guarantee that

problems are solved faster and more effectively. It is important that companies can demonstrate that they have carefully completed a due diligence process in dialogue with their stakeholders and that they have addressed high-priority risks to the best of their ability.

5. Implementing due diligence is a learning process.
6. More can be expected from companies the larger they are, the more leverage they have on the value chain, the more experience they have and/or the greater the IRBC risks they face.
7. The companies that commit to this Initiative and their expectations can differ substantially (see Appendix 1).
8. Adhering companies can participate in collective projects (see Article 6). Even in a partnership, each company has its own responsibility for carrying out effective due diligence.
9. Companies that join the Initiative benefit because they, among other things,:
 - i) anticipate inevitable developments in society's expectations regarding international RBC and international chain responsibility in the natural stone sector; they are thus better prepared for the future;
 - ii) can count on a social coalition of partners who, within their respective capabilities, will support them in tackling the aforesaid themes in the production or supply chain;
 - iii) themselves can make their affiliation with the Initiative public;
 - iv) can count on good practices being made public in reports, in consultation with the Parties;
 - v) may expect, in the event of information about any (alleged) involvement of their company in adverse societal impacts in their production or supply chain, that the Parties involved in the Initiative will not make that information public without due consultation;
 - vi) may participate in collective projects jointly developed or to be developed by the Parties within the framework of this Initiative; only companies affiliated with the Initiative are eligible for co-financing;
 - vii) can more easily demonstrate that they meet the IRBC conditions that apply when applying for financial support from the Dutch central government and the Flemish government in the field of international trade;
 - viii) can more easily demonstrate that they comply with the IRBC conditions that apply to tenders issued by contracting authorities.
10. Public authorities are important buyers of natural stone. Several municipalities have received negative publicity in recent years on account of the association of child labour in the extraction and processing of natural stone used in public spaces. Sustainable Public Procurement (SP) by public authorities is therefore of great importance.
11. Contracting authorities in the TruStone Initiative are working specifically on further improving the sustainability of the natural stone production chain. This benefits their societal and administrative reputation.
12. Adhering contracting authorities can receive support in the Sustainable Public Procurement of natural stone.

B – Definitions

Party

The Parties are the signatories to the TruStone Initiative. The Parties are responsible for the activities and goals agreed in the Initiative.

Adhering company

Companies that have signed the Statement of Adhering Companies commit to the provisions contained therein. These may be companies that have signed the Initiative

(the Parties), as well as companies that have signed the Statement of Adhering Companies after signing the Initiative.

Stakeholder

Within the Agreement: Any individual, organisation or group of individuals who can influence the results of the Initiative or who can be influenced by the results of the Initiative.

In the chain: Stakeholders or interested parties are people or groups of people who may be harmed by the activities of a company, as well as people or groups (or their legitimate representatives) who have rights or interests in the subjects covered by the OECD Guidelines, such as trade unions and NGOs.

Adhering authority

Adhering Authorities have signed the Statement for contracting authorities to the Initiative and commit themselves to the provisions contained therein.

Contracting authority

The state, a region/province, a city/municipality, a water board or a public-law institution or a partnership of these public authorities or public-law institutions placing a public contract.

Production and supply chain

A production, supply or value chain is the process from raw material to consumer or user.

IRBC risks

IRBC risks concern the actual and potential negative impact of the activities of companies in a production or supply chain. This does not concern the risks for the company itself, but the rights of, and actual and potential negative impact on, other stakeholders. Examples include issues such as child labour, exploitation of workers or environmental damage linked to buyers in the Netherlands or Flanders via international supplies.

Due diligence

Due diligence in the field of (International) RBC is a continuous process in which companies identify, prevent and mitigate the actual and potential negative impact caused by their own company or business relationships in the production or supply chain, and in which they account for how they deal with the identified (risks of) negative impact.

Due diligence includes the following steps:

- 1) Formulating IRBC policy and integrating it into business processes;
- 2) Analysing and determining precautionary measures;
- 3) Stopping, preventing and mitigating negative consequences;
- 4) Monitoring progress and results;
- 5) Communication;
- 6) Remediation.

References:

- OECD Guidelines for Multinational Enterprises (2011, revised in 2023)
- UN Guiding Principles on Business and Human Rights

Prioritisation

A company may find that, due to the number of risks and/or the limited size of the organisation, it is not possible to address all identified risks simultaneously. In that case, a company can prioritise the identified risks. Prioritisation is an essential element within

due diligence. Giving priority to certain matters does not mean that other matters are less important, or that one right is more important than another. Its main purpose is to enable activities to be tackled sequentially and resources to be deployed according to the severity of potential negative impacts. Prioritisation should take place in consultation with stakeholders and experts.

When prioritising risks, a coherent assessment must be made on the basis of the following:

- How serious is the identified negative effect, in terms of magnitude, number of people affected and potential irremediability of the consequences?
- How likely is the negative effect to occur; what is the probability of a negative effect materialising?

References:

- OECD Guidelines for Multinational Enterprises (2011, revised in 2023)
- UN Guiding Principles on Business and Human Rights

Circular chains

At least equivalent application (recycling or upcycling) of natural stone previously used for paving, tiling, grave cover or interior design.

International Social Criteria or ethical clauses

The International Social Criteria (ISC) or ethical clauses aim to promote international labour standards, such as combating forced labour, slavery, child labour and discrimination. The application by public authorities of international social criteria to large contracts for supplies, services and works contributes to the elimination of such abuses in the procurement chain. In concrete terms, companies must comply with the ISC by carrying out due diligence in accordance with OECD guidelines.

Within the Dutch central government, the use of ISC is mandatory for tenders within risk categories and above the European procurement threshold. Local authorities are free to use the same application of ISC as the central government. However, a broader application is also possible, as is an application for contracts below the European procurement threshold. This is possible for both the central government and local authorities, provided it is proportionate.

References:

<https://www.pianoo.nl/themas/maatschappelijk-verantwoord-inkopen-mvi-duurzaam-inkopen/mvi-thema-s/internationale-sociale-voorwaarden>

Confidentiality

To ensure the successful implementation of the Initiative, it is important that the Parties can communicate with each other in confidence and that the information they share with each other in light of the Initiative remains confidential. Information that the Parties indicate to be confidential will therefore not be shared externally, i.e. outside the group of Parties involved in the implementation of the Initiative.

Commercially sensitive information

Strategic information that, when exchanged, could influence the future behaviour of competitors, such as information about past, current or future: (i) prices and price aspects (e.g. current prices, discounts, refunds, calculation methods), pricing strategy, planned price changes (increase/decrease) etc., (ii) other trading conditions; (iii) cost structures, profit margins, capacity or production; (iv) plans regarding future business strategies, investment strategies, product strategies and marketing strategies, (v) procurement or tendering plans or other commercial strategies, (vi) sales volumes and

sales figures, sales quotas or market shares, (vii) internal technical developments and (viii) individual contacts with customers and suppliers, such as status and content of annual negotiations.

Commercially sensitive information from individual companies must not end up with other companies, in particular competing companies. Companies share the necessary information for monitoring and reporting with the Parties through an independent entity, i.e. the secretariat. The secretariat acts as a 'filter'; it removes any commercially sensitive information or, where possible, replaces it with anonymised data and/or presents it in aggregated form.

Occupational safety and health

All workers, worldwide, have the right to a safe and healthy working environment. Employers are obliged to actively limit risks, inform employees and involve them in safety issues. Unsafe and unhealthy working situations also occur in the natural stone sector, including a high risk of accidents (e.g. unsafe use of machinery, shortage of personal protective equipment) and serious occupational health problems (e.g. silicosis and lung cancer due to exposure to quartz and fine dust) and extremely long working days.

References:

- C155 Occupational safety and Health Convention, 1981
- C187 Promotional Framework for Occupational safety and Health Convention, 2006

Core conventions

The ILO has adopted a total of eight Fundamental Conventions on four themes that each member state must adhere to. These are based on fundamental labour rights and are also referred to as the "core conventions". The themes are: freedom of association, forced labour, child labour and equal treatment. All ILO member states are expected to respect and comply with these principles, regardless of ratification.

Discrimination

Discrimination involves unequal treatment of people in the same situation. Discrimination occurs not only on the basis of gender, but also on the basis of other personal characteristics that are irrelevant to the performance of the job, such as discrimination on the basis of caste, religion, ethnicity or migration background.

Discrimination occurs in, among other things:

- policy and practice regarding healthy and safe working conditions;
- policy and practice regarding equal pay for equal work, promotion (prospects) and salary levels;
- incidents of intimidation in the workplace and the measures taken against them;
- the distribution based on gender, caste, religion, ethnicity or migration background across the various positions in the production chain.

References:

- C100 Equal Remuneration Convention, 1951
- C111 Discrimination (Employment and Occupation) Convention, 1958
- C183 Maternity Protection Convention, 2000
- C190 Violence and Harassment Convention, 2019

Forced labour

It involves labour or services exacted from a person under threat of some kind of punishment. Involuntariness in the context of forced or compulsory labour need not only

be the result of violent coercion, such as violence or the threat of violence, but can also manifest itself in more subtle forms; for example, through the confiscation of identity documents or psychological coercion.

There are many manifestations, including:

- Debt bondage: forced employment on account of a prior debt or contractual obligation, sometimes even arisen before the worker's birth;
- Forced labour for the purpose of production in prisons, labour camps or captivity;
- Work under duress and in inhumane conditions for no or irregular pay;
- Coercive labour: people are indirectly forced to work overtime, because their normal wages are too low to live on.

This may also involve a link to human trafficking. The purpose of human trafficking is usually exploitation, one form of which is forced or compulsory labour.

References:

- C29 Forced Labour Convention, 1930
- C105 Abolition of Forced Labour Convention, 1957
- ILO Protocol 2014 to the Forced Labour Convention

Child labour

Child labour occurs when a child (under 18) performs work that violates his/her right to education, is harmful to the child's physical and/or mental health and his/her spiritual, moral or social development. Based on ILO Convention 138, a minimum age of 15 years is maintained. National legislation with a higher standard takes precedence.

Exceptions to the age of 15 are possible in countries identified by the ILO where economic conditions and educational facilities are underdeveloped. The ILO determines these countries at the request of the countries concerned and after consultation with representative employers' and workers' organisations.

A child aged 12 to 14 years may perform light economic work, normally for about 12 to 14 hours per week, depending on the legislation. The work may not interfere with the child's formal or regular education, nor may it be harmful to the child, otherwise it instantly qualifies as child labour. The concept of child labour also applies to young people aged 15 to 17 who do hazardous work or who are engaged in the worst forms of child labour, including slavery and prostitution.

References:

- C138 Minimum Age Convention, 1973
- C182 Worst Forms of Child Labour Convention, 1999

Freedom of association

Freedom of association means that workers have the right to unite in trade unions and collectively bargain their working conditions. Employee representatives are not subject to discrimination and have access to all necessary workplaces to enable them to carry out their representative duties. Employers are positive about the activities of trade unions and adopt an open attitude towards the organisational activities of these associations.

Freedom of association includes at least:

- freedom of association;
- the right of workers to unite in trade unions;
- the right to collective bargaining;
- the right to strike.

References:

- C87 Freedom of Association and Protection of the Right to Organise Convention, 1948
- C98 Right to Organise and Collective Bargaining Convention, 1949

Living wage

The Universal Declaration of Human Rights (1948) states that everyone who works has the right to just and favourable remuneration, ensuring for himself and his family an existence worthy of human dignity. The OECD Guidelines include a recommendation on paying wages at least adequate to meet the basic needs of workers and their families.

In its labour standards, the ILO defines a living wage as follows: "the level of wages sufficient to meet the basic living needs of an average-sized family in a particular economy." This means that a worker can at least afford food, rent, healthcare, education, clothing and transportation, while also being able to save.

The living wage can vary by country, region and sometimes even by city. The level can be calculated using the so-called Anker Methodology. Companies that are SA8000 certified conform to this method. Another method is the Asia Floor Wage (AFW). By comparing purchasing power, this method indicates what a living wage is in various Asian manufacturing countries. The Fair Wage Method defines a fair wage based on twelve dimensions, including living and minimum wages, but also overtime, contracts, communication and social dialogue.

Reference:

- Universal Declaration of Human Rights, Article 23.
- C100 Equal Remuneration Convention, 1951 (No. 100)

Land rights and living environment

The extraction of natural stone can have negative impact on the environment (land degradation, loss of biodiversity, deforestation, water scarcity, salinization and pollution of soil, water and air). Pollution of soil, water and air poses health risks to communities living near the natural stone quarries.

Natural stone projects can lead to violations of land rights, such as land expropriation, forced relocations and destruction of graves and other sites of cultural value. Land and use rights are a human rights issue due to their direct link to the right to food, water and a clean environment.

Transportation and extraction processes (such as the use of explosives) can cause nuisance and damage to houses and the surrounding area.

Reference:

- Voluntary Guidelines on Land Tenure, 2012

C – Provisions

Article 1 – Goals

1. The provisions are aimed at:
 - achieving substantial steps of improvement on specific IRBC risks within the production or supply chain of the natural stone industry for groups experiencing negative consequences;

- providing a joint solution to problems that companies cannot fully solve by themselves;
 - providing individual companies with tools to prevent and combat the (potential) negative impact on people and the environment caused by their own company or business relations in the production or supply chain, if they occur.
2. The Parties regard scaling up the Initiative within Europe as a condition for safeguarding these goals in the longer term.

Article 2 - Scope

1. All disputes relating to this Initiative or any agreements related thereto will be settled by the competent court. However, a party may only turn to the court in a manner other than preliminary relief proceedings if the dispute has not been resolved in accordance with the [Rules of Procedure of the Complaints and Dispute Mechanism of 1 March 2021](#) (see article 11).
2. The Initiative concerns the actions of primarily Dutch and Belgian companies or companies active on the Dutch and Belgian market. The Steering Committee may decide to admit companies from other countries as members. The Parties aim to achieve scaling up and collaboration with other initiatives within Europe within a period of 3 to 5 years (see Article 7, paragraph 1).
3. The OECD Guidelines form part of the basis for this Initiative, whilst none of the provisions in this Initiative are intended to limit the scope or operation of the OECD Guidelines or to cause a conflict with them.
4. The provisions of this Initiative will be implemented by all Parties in accordance with applicable international, European and national law.
5. With this Initiative, the Parties do not seek to enter into anti-competitive agreements, nor do they intend to restrict competition on the natural stone market(s) to the detriment of consumers.

Article 3 – Participation of companies and public authorities

1. The Parties believe that for the representativeness and impact of the Initiative it is necessary that:
 - a. individual companies sign a statement indicating that they support the Initiative, endorse the goals of the Initiative and will act in accordance with the provisions set out in Article 5 of the Initiative (hereinafter referred to as: Statement of Adhering Companies, Chapter D of this Initiative);
 - b. contracting authorities sign a statement indicating that they support the Initiative, endorse the goals of the Initiative and will act in accordance with the provisions set out in Article 7 of the Initiative (hereinafter referred to as: Statement of Adhering Authorities, Chapter E of this Initiative), and that contracting authorities will apply the International Social Criteria (ISCs), including due diligence, in as many tenders as possible and monitor compliance with those conditions. Unless otherwise stated, the Parties assume that public authorities that have already signed the Statement during the first term will continue their participation;
2. Companies that do not hold a position in the natural stone chain and organisations involved can become beneficiary members. They sign the Statement of Support (Chapter F of this Initiative). Beneficiary members make a financial contribution of at least the basic rate applicable to associate members. These members are listed on the website www.trustone.nl and can use tools. The Steering Committee may set additional conditions for becoming a beneficiary member.
3. The Parties agree that they will approach as many companies and contracting authorities as possible to sign the Statement:

- a. The trade associations will actively recruit among their supporters. Other parties too will use their networks and contacts to ask companies to sign the Statement.
- b. The Parties will also contact companies that are not affiliated with one of the trade associations in the sector, but that do trade and/or produce natural stone in or via the Netherlands/Belgium.
- c. The Parties will use their networks and contacts to ask contracting authorities to sign the Statement.
- d. The Parties will also focus on companies and organisations that purchase natural stone, such as in the kitchen industry, funeral sector, garden centres, DIY stores, etc. (Firms of) Architects will also be involved.

Article 4 – Evaluation

1. No later than 3 years after signing the Initiative, an independent evaluation (mid-term review) will be carried out on behalf of the Steering Committee, in which both the progress and the functioning of the Initiative will be assessed in the light of opportunities for European scaling up and collaboration.
2. The evaluation will be published, without commercially sensitive information.

Article 5 - Role of the companies affiliated with the Initiative

Companies that import natural stone

1. Dutch and Belgian companies and, in the future, companies from other affiliated countries, that import natural stone from outside the affiliated countries, can qualify for full membership.
2. The Parties expect those companies to sign a Statement in which the companies indicate that they agree to the following provisions. They agree to:
 - a) conduct a due diligence process within one year of joining the Initiative, based on an assessment framework. As regards natural stone that has been extracted and/or processed in high-risk countries, companies must complete all steps in the framework. As regards natural stone that has been extracted and processed in non-risk countries, companies can suffice by completing steps 1 and 2.1 of Appendix 1. For the time being, the Parties are focusing on high-risk countries outside the EEA. The Parties may amend the list of high-risk countries;
 - b) Prepare periodic reports as part of their due diligence process and submit them to the secretariat for assessment (see Article 6). The report must contain the following components:
 1. A list of name and address details and/or geographical coordinates of factories and quarries. For specific regions, the Parties may also designate other links in the chain that need to be mapped out;
 2. Findings of the steps to be taken in the due diligence process. To this end, companies must complete a questionnaire;
 3. An action plan in which companies substantiate which risks they prioritise and how they tackle those risks according to the SMART principle.
3. Adhering companies must consider sourcing another supplier if that supplier cannot be persuaded to cooperate and a possible joint approach by the companies and Parties affiliated with the Initiative does not lead to the desired result. In doing so, they will observe the guidelines regarding responsible disengagement.
4. The assessment of the report is carried out on the basis of the assessment framework. The assessment framework is based on the framework from the first term. The Parties will simplify the framework for small enterprises in the first six months after launch. They will also align the framework for companies directly

subject to the CSRD with the legal requirements relevant to them. Frameworks and guidelines for these adjustments are listed in Appendix 1.

5. When assessing a company's efforts, the secretariat will apply reasonableness and fairness, i.e. it will take into account the size of the company, its impact on the value chain, its level of experience and the extent of IRBC risks incurred.
6. Based on the assessment, companies are classified into the following levels:

Level 1	The company has insight into 20% of quarries and 50% of factories The company has a due diligence score of at least 20%
Level 2	The company has insight into 40% of quarries and 75% of factories The company has a due diligence score of at least 40%
Level 3	The company has insight into 60% of quarries and 100% of factories The company has a due diligence score of at least 60%
Level 4	The company has insight into 75% of quarries and 100% of factories The company has a due diligence score of at least 75% Impact indicators yet to be worked out
Level 5	The company has insight into 90% of quarries and 100% of factories The company has a due diligence score of at least 90% Impact indicators yet to be worked out

In year 1, the first assessment takes place and each company is classified at a level. Companies can move up or down in subsequent assessments. New companies that already have experience with due diligence can start at a higher level.

7. When determining the insight percentages, circular chains may be included as a chain that is 100% transparent. The Steering Committee can impose additional conditions on circular chains. In year 1 of the second term, a working group will explore whether new conditions are necessary and, if so, which ones and when.
8. In year 1, a working group will be set up with the task of developing impact indicators for all themes from Article 6, paragraph 13. Substantive guidelines have already been developed for four themes, which form the basis for these indicators. The impact indicators apply from level 4 and aim to enable companies to distinguish themselves by demonstrating the impact of their work.
9. Companies at levels 1 and 2 are assessed each year. From level 3 onwards, large and medium-sized enterprises are fully assessed one year, followed by only an assessment of the progress of the action plan the next, whereas small enterprises from that level are fully assessed once every two years as standard. See further Appendix 1. If they supply to public clients, they can also request an assessment of the action plan in the interim.
10. Continuous improvement serves as the starting point. The Parties expect the following timeline to be feasible for companies:
 - level 1: 1 year;
 - level 2: 1 year;
 - level 3: 2 years.

For companies entering at a higher level, the timeline from that level applies.

11. The Parties expect that companies will experience a maximum delay of 1 year compared to the timeline in paragraph 10. Companies that take longer to complete levels 1 and 2 are offered the opportunity to follow relevant knowledge modules within the SER framework agreement. Companies that experience delays from level 3 onwards will receive an annotation when listed on the website (see paragraph 10). Special circumstances, such as responsible disengagement, or business economic reasons such as takeovers, may justify exceptions. The Steering Committee decides – based on written arguments provided by the company – whether special circumstances apply. If this is not the case, the Steering Committee can remove the company from the Agreement and communicate this publicly – by mentioning this in

the annual report - or it can be given the opportunity to submit an improvement plan to achieve the desired progress after 1 year.

12. Adhering companies are listed on the TruStone website including their Action Plan, the date of joining, the level they are classified in, progress made in previous years and, in the event of delays from level 3, an explanatory note. Assessments obtained by adhering companies in the first term are not listed, but *can* be requested from the secretariat.
13. Adhering companies will communicate publicly based on the OECD Guidelines and the provisions in the Initiative. The Parties will revise the public communications guideline in year 1. The SME standards from the CSRD will be included in this.

Companies that purchase exclusively from Dutch or Belgian importers

14. Companies that do not import themselves, but exclusively purchase natural stone from importers from the Netherlands or Belgium – or other future adhering countries – may be eligible for associate membership.
15. Associate members can receive support in implementing the six steps of due diligence. At a minimum, they are expected to:
 - ask importers where they purchase from, what their policy is with regard to IRBC and investigate to what extent the themes mentioned in this Initiative are reflected in it;
 - consider looking for another importer if no satisfactory response is received within the first year or if an importer has little or no IRBC policy in place or is unwilling to develop one;
 - encourage Dutch and Belgian importers from whom they purchase to participate in the Initiative;
 - report on their purchases to the secretariat.

Article 6 – Role of the Parties

Tasks of the secretariat

1. There is an independent secretariat which, among other things, has the following tasks:
 - supporting Parties in developing tools and activities that help adhering companies carry out their due diligence;
 - guiding the process towards European upscaling;
 - acting as reference point in the field of due diligence for companies and providing feedback to adhering companies when drawing up an action plan;
 - assessing the quality of the action plans that companies importing from high-risk countries will draw up annually as part of their due diligence and the annual progress that companies make. In its assessment, the secretariat will apply reasonableness and fairness in relation to the specific circumstances of the individual company concerned;
 - random assessment of the efforts of associate members;
 - random verification of data provided and improvements reported by the companies. The secretariat will be given sufficient resources to carry out this task and can call on the knowledge and expertise of civil society organisations in production countries through the networks of the Parties.
 - providing information regarding the due diligence by adhering companies, within the available capacity of the secretariat, when this is requested by public authorities within the framework of a tender involving natural stone.
 - Aggregating and anonymising commercially sensitive information, including the compilation of a list of natural stone suppliers.

- In addition, the secretariat – within its available capacity – can also play a role in dialogues and projects, in accordance with the division of roles and decision-making processes in Appendix 2.

Support for companies

2. The Parties jointly offer the following aid(s) to promote due diligence:
 - a web tool that also includes a helpdesk facility through which companies can confidentially submit their reports, as referred to in Article 5, paragraph 1. The secretariat will treat the data in this web tool confidentially and in accordance with the provisions made in the contract for services between the Parties and the SER (the Assignment Agreement);
 - organisation of training, development of guidelines, standard texts and risk analyses and support for companies in the field of due diligence. The implementation can be carried out by the Parties involved in the Initiative or (other) experts.

Transparency and the ability to report

3. The secretariat will draw up a list of importers and their production locations ('linked list'). Using the linked list, the Parties decide where to start joint projects. This list is only accessible to affiliated civil society organisations via a secure web environment with unique login codes. They can use this list to effectively implement impact projects and to quickly follow up on reports to prevent escalation. The organisations do not share the information and sign a statement indicating that they will treat the information confidentially.
4. The secretariat draws up an aggregated list of production locations, without the possibility of creating a link between a production location and any of the companies ('aggregated list'). If risks and/or violations are identified, (local) collaboration partners/affiliated trade unions can submit a request to the Civil Society Organisation and Trade Union sections represented in the Steering Committee of the Initiative to gain insight into the data from the aggregated list that is relevant to them. In doing so, the following procedure applies:
 - a) The Civil Society Organisation and Trade Union sections request the data from the aggregated list that is relevant to them from the secretariat by e-mail and share this with the (local) collaboration partners/affiliated trade unions after the latter have signed a confidentiality clause.
 - b) If the identified risks and/or violations occur at suppliers of adhering companies, the Civil Society Organisation and Trade Union sections will report this to the secretariat.
 - c) The secretariat will notify adhering companies that purchase from the relevant supplier of the report and proceed to facilitate contact and/or dialogue between the adhering companies and the relevant Civil Society Organisation(s) and/or Trade Union(s).
 - d) The Parties aim to arrive at a solution/approach through dialogue to resolve the identified risks and/or violations within the capabilities of the adhering companies (which may be expected subject to reasonableness and fairness). In the event of systemic risks and/or violations, the Parties may explore the options for initiating a joint project to address the identified risks and/or violations.
5. The secretariat draws up a complete list of quarry areas from which the adhering companies purchase, without the possibility of creating a link between a supplier and one of the companies. The civil society organisations support the secretariat in compiling this list. This list is published.
6. The secretariat will publish the action plans of adhering companies, without the possibility of creating a link between a supplier and one of the companies.

7. The first phase of the second term will examine how the goals of public transparency – namely visibility of the Initiative and access to remedy – can be achieved in other ways, if necessary. Any subsequent provisions resulting from this must be sufficiently supported among the members.

Monitoring and reporting

8. The Parties will prepare an annual report for publication on the results achieved and concrete improvements in the production or supply chain, in which the data submitted by companies to the secretariat are presented in aggregated form and are therefore not traceable to individual companies, unless otherwise agreed with companies.
9. The Parties, in collaboration with local partners and civil society organisations, will monitor progress on the priority themes by means of random samples, for the purpose of evaluating the Initiative after 3 years. Resources will be made available for this. The evaluation is published without commercially sensitive information.

Promotion and information

10. The Parties are investigating how the joint leverage can be utilised even more. This includes promoting and propagating the Initiative, sharing knowledge and experiences and influencing standards & initiatives.
11. The Parties will develop a well-designed and consistent marketing/information policy for the introduction and maintenance of the Initiative, aimed at all buyers, including consumers.
12. Resources will be made available in the budget for communications. This budget is used for three purposes, in proportion to each other: 1) public communication on the progress of the Initiative; 2) international outreach; 3) promotion of the Initiative, particularly aimed at private and business markets in the Netherlands and Belgium. For the first two goals, the secretariat takes the lead. The secretariat coordinates with the communications working group in which of the three sections the Parties are represented. For the third goal, the sector organisations take the lead. In the first two years, BNSA will take the lead. This is followed by an evaluation. The sector organisations test the content of campaigns in advance with the communications working group. This can be done by e-mail. The working group will be given at least five working days to respond. If there is a difference of opinion between the sector organisations and the working group, the Steering Committee will decide.

Joint approach to specific themes

13. In mutual consultation and coordination with the stakeholders, the Parties have identified seven specific themes that currently deserve priority attention in the field of international responsible business conduct from companies active in the natural stone sector in the Netherlands and Flanders. These themes are, in random order:
 - discrimination and gender;
 - child labour;
 - forced labour;
 - living wage;
 - freedom of association and collective bargaining;
 - health and safety;
 - land rights and living environment (including pollution of soil, water and air).

14. The selection of themes was made jointly by the Parties on the basis of observations of negative social impact by the natural stone sector. In the due diligence process of individual companies, it cannot be ruled out that they also encounter other problems in their production or supply chain, such as corruption and loss of biodiversity.
15. During the term of the project, the Parties will in any case continue the projects described in Appendix 2. The Steering Committee will assess new projects on the basis of the criteria in Appendix 2. At the start of the Agreement, the Steering Committee will determine how and, if necessary, at what times a decision will be made on the start-up of new collective projects. If only one project is proposed to the Steering Committee, it will decide for itself whether the project offers added value.
16. For the success of the collective projects, the Parties consider it crucial to collaborate with international initiatives on these themes. Several EU countries have started national initiatives that focus on one or more of these themes. International organisations such as the ILO (Better Work Programme), Unicef, IndustriAll, BWI, OECD, UN Environment etc., also have programmes and activities in production countries that focus on tackling the themes mentioned. This Initiative needs to align with these to ensure its effectiveness and impact.
17. The Parties agree to communicate their knowledge on the specific themes in all parts of the production or supply chain, including in local languages and to flexible or informal workers.

Article 7 – Role of public authorities

Policy coherence between Dutch and Flemish governments

The Parties will encourage central governments of countries involved in the Initiative to commit to the following efforts:

1. Actively putting the subject of 'multi-stakeholder collaboration in the natural stone sector' on the agenda and promoting it within the EU. In this context, the Dutch and Flemish governments will, together with countries that have started similar initiatives or that are interested in them (such as Germany), investigate where the similarities between these initiatives lie and draw up a roadmap to scale up the national initiatives to European level. This involves public authorities, companies, trade unions and civil society organisations.
2. Committing diplomatic representatives, such as embassies, to support the signatories of this Initiative in implementing their IRBC policy, including by providing information on IRBC in the natural stone sector in the local context and by focusing on economic RBC diplomacy within the framework of their economic relations. An example of such diplomacy is the mediator role of embassies in bringing companies into contact with local authorities and stakeholders in the event of (preventing) possible negative impact. If so requested, an embassy can actively approach the local authority and stakeholders.
3. Promoting the Initiative in bilateral and multilateral relations as part of Dutch and Flemish policy.
4. Making efforts to ensure that, during the term of the Initiative, missions for international entrepreneurship (knowledge, networking, troubleshooting and in some cases financing) are aligned with the results that this Initiative aims to achieve in the stated production countries. In principle, representatives of all Parties to this Initiative may participate in the delegations.

Sustainable Public Procurement

5. The Parties will promote that:
 - a. Respecting human rights and labour rights for buyers is not a choice, but a condition;
 - b. Adhering contracting authorities purchase from companies that can demonstrate that they carry out due diligence in accordance with the OECD guidelines and achieve results in tackling problems, for example by participating in the IRBC Natural Stone Initiative.
6. Adhering contracting authorities apply the criteria included in Appendix X or similar in new tenders involving natural stone;
7. Adhering contracting authorities report annually to the secretariat on their tenders involving natural stone.
8. The Parties will promote the inclusion of the criteria of Appendix 3 in the standard contract documents for civil and hydraulic engineering projects and in guidelines from central governments, such as the SPP criteria tool.
9. The Parties will encourage other contracting authorities to also apply the criteria of Appendix 3 or similar.
10. The Parties will endeavour to ensure that adhering contracting authorities apply the criteria of Appendix 3 or similar in accordance with the following timeline:

Level of ambition	Basis	Significant	Ambitious
After 1 year	70%	30%	0%
After 3 years	50%	30%	20%
After 5 years	20%	30%	50%

11. The Parties, supported by the secretariat, undertake recruitment activities aimed at membership of sector organisations of architectural firms and construction companies or at signing the Statement of Support by individual architects and construction companies.
12. The secretariat can be contacted for reports on tenders that do not pay attention to due diligence (ISC). The Parties take the initiative to enter into discussions with the relevant public authority regarding the future application of the ISC.
13. The Parties request the central governments at EU level to promote that due diligence in accordance with OECD guidelines is also given proportionate and sufficiently decisive weight in tenders in other Member States and to report on this no later than one year after signing up.
14. The Parties will make resources available to issue a public report, as part of the mid-term review, on all tenders from Adhering Authorities in which natural stone is the subject of the procurement contract.
15. Adhering Authorities and companies can have action plans submitted by adhering companies assessed by the TruStone secretariat.

Article 8 – Role of sector organisations

1. The trade associations will approach all companies directly or indirectly affiliated with them to sign the Statement concerning the Initiative.
2. The importance of compliance with the Initiative will be a regular agenda item at the General Membership Meetings and board meetings of the trade associations.
3. The trade associations will endeavour to ensure that sufficient members participate in the thematic projects set up jointly by all Parties during the term of the Initiative to ensure their success.
4. The trade associations further ensure that their members are well represented at stakeholder meetings of the Initiative.

Article 9 – Role of civil society organisations and trade unions

1. The affiliated civil society organisations and trade unions:
 - a) will make their knowledge and expertise available, where possible, within the framework of the goal of the Initiative. In the event that civil society organisations and trade unions do not have the capacity, knowledge or expertise to achieve this goal (because they or their networks are not present in all high-risk countries, because they do not have the expertise on a particular theme or for other reasons), an effort is expected from these Parties to share information and find support within their international networks to the best of their ability. This role can be shaped by, among other things, gathering information in production countries through known organisations or networks, offering perspectives for action to adhering companies, working together with adhering companies to develop tools for their actions, consulting with organisations in the relevant countries to find ways to monitor the situation and efforts of adhering companies;
 - b) This applies to activities that fall under the Agreement and aim to increase impact and thus improve the situation for stakeholders in the chains. These activities and their progress will be discussed during the Steering Committee meetings. This concerns the following activities and efforts that take place within the framework of the Agreement, such as:
 - with regard to risk analyses: initiating and coordinating the analysis of risks
 - with regard to outreach: initiating contacts with civic society organisations outside the Agreement
 - activities within the framework of Agreement projects as described in Appendix 2
 - reporting actual and potential abuses in the production chains of adhering companies.
 - providing knowledge on specific themes

At the start of the Agreement, the WG Impact (with representatives from civil society organisations and the sector) will, with support from the secretariat, further describe the roles of each party with regard to the Agreement projects in Appendix 2 and draw up an impact plan within a period of 3 months following the start of the Agreement. The impact plan contains an overview of who takes on which role and ultimate responsibility in which Agreement projects, with which deadline. The plan also clearly shows where other Parties, partners, etc. should play a supporting role in making the projects possible. Once drawn up, this plan is discussed at each meeting of the Impact Working Group and, if necessary, adjusted. The Steering Committee discusses the plan during each consultation and takes any decisions necessary to ensure the progress of the projects.
 - c) also actively promote the provisions and principles in this Initiative among their supporters and within coalitions and (international) networks in which they participate;
 - d) bring new insights that are important for the IRBC risk management of companies in the natural stone sector to the attention of the Parties via the Steering Committee and put them on the agenda when (joint) action by the Parties is required, for example in the form of initiating a theme project;
 - e) will make an active contribution, particularly with regard to the thematic projects, to arrive at a perspective for action for companies;
 - f) will, where possible, use their own networks in production countries to aid the projects;
 - g) are prepared to share knowledge with other Parties and adhering companies on current issues and examples;

- h) are prepared to report feedback about abuses in the sector to the Steering Committee in a timely manner (early warning);
 - i) will, where possible, make information available to companies about projects with partners in production countries at the beginning of production chains. Where these projects are specifically relevant to the natural stone sector, they will indicate whether and how companies can join;
 - j) actively support the other Parties in approaching companies in the natural stone sector that are not affiliated with the industry organisations.
2. Civil society organisations and trade unions, supported by the secretariat, promote awareness of their expertise and working methods among companies.

Article 10 – Governance

Meeting of the Parties

1. All Parties signing the Initiative have a seat in the meeting of the Parties (hereinafter referred to as: Meeting of the Parties).

Steering Committee

2. The Meeting of the Parties will establish a Steering Committee (hereinafter referred to as: Steering Committee). The Steering Committee is represented in three sections: trade associations and individual companies (4 people), trade unions (2 people), civic society organisations (2 people). Each section appoints one deputy.
3. If parties from other European countries join the Initiative, the number of seats in the Steering Committee may be increased. The Parties will then decide on a new distribution of seats.
4. Central governments may send observers. Observers can participate in deliberations, but have no voting rights.
5. The Steering Committee draws up standing orders for its working methods. The regulations also specify the terms of office in more detail, so that the continuity of the Steering Committee can be guaranteed.
6. The Steering Committee may appoint an independent chair, not affiliated with either party, who will be elected by the Parties subject to consensus. The chair has no voting rights.
7. The Steering Committee makes decisions based on consent. This means that a decision is taken by agreement, without any insurmountable objection from one or more of the Parties to the Initiative.
8. The Steering Committee monitors compliance with the Initiative on behalf of all Parties and supervises its implementation. When the adjustment of the implementation requires measures not described in the Initiative, the Steering Committee has the mandate of the Parties to decide on this.
9. The Steering Committee decides on new projects, initiatives, major adjustments to ongoing projects and on collaboration with other Parties that can strengthen the implementation of the Initiative or takes decisions on starting or terminating projects carried out within the framework of the Initiative. Progress on this will be explained at the annual meeting of the Parties. That meeting has an advisory role.
10. The Steering Committee publish annual reports on the progress of the implementation and the results achieved by the Initiative. In the report, the Steering Committee addresses:
 - the efforts made and results achieved by the Parties;
 - the activities within the framework of the thematic projects and the results achieved;
 - the progress of due diligence at individual companies in the sector.

11. The Steering Committee organises annual gatherings for the Meeting of the Parties at which the progress of the Initiative is discussed and the Steering Committee accounts for the policy pursued. The Meeting of the Parties approves the annual work plan and budget of the Steering Committee. Each year, it discharges the Steering Committee for the policy it has pursued.

Secretariat

12. In the performance of its duties, the Steering Committee is assisted by a secretariat, which may be part of a broader secretariat for the embedding of similar initiatives, such as the IRBC Agreements.
13. The Steering Committee appoints the coordinator of the secretariat on the basis of a nomination by the organisation where the secretariat will be located. The coordinator is then involved in the compiling of the secretariat staff.
14. The coordinator of the secretariat is accountable to the Steering Committee.
15. The secretariat is responsible for the tasks described in Chapters A, B and C of this Initiative. In addition, the secretariat supports the Steering Committee in organising the aforesaid meetings, maintains contacts and promotes collaboration with relevant national and international initiatives, takes care of external communication about the Initiative and provides the Steering Committee with information relevant for assessing the progress of the Initiative.
16. The secretariat is responsible for ensuring that commercially sensitive information from companies is handled with due care and - if this information is further distributed - that it will be aggregated or anonymised so that it cannot be traced back to individual companies.

Article 11 - Complaints and Dispute Mechanism

Establishment of a complaints and disputes committee

1. The independent complaints and disputes committee appointed during the first term of TruStone will remain in place for at least one year thereafter. The composition of the committee remains unchanged. If, at the start of TruStone 2.0, one or more members of the committee no longer wish to continue their task, the appointment procedure will be initiated as described in the [Complaints and Dispute Mechanism of 1 March 2021](#). This mechanism can be found on the TruStone website.
2. The procedures applicable to complaints and disputes and the roles of the Parties and the secretariat in this are also described in the [Complaints and Dispute Mechanism of 1 March 2021](#).
3. A complaints mechanism working group will be set up (with at least one participant per section and the secretariat) within the first three months of the start of the Agreement. Within a term of one year, this working group will have the responsibility to:
 - a) Have drawn up a list of existing complaints mechanisms that affiliated companies can join, as well as the conditions that apply to joining these existing mechanisms
 - b) Have informed adhering companies about this list and, where possible, to have initiated contact
 - c) Make a proposal to the Steering Committee to make joining one or more existing complaints mechanisms as realistic and applicable for as many adhering companies as possible
 - d) Have investigated how local complaints mechanisms can be set up within the framework of each of the collective projects that are run on behalf of the TruStone Initiative at that time

The working group also ensures that the investigation and the proposal to the Steering Committee will also be discussed and coordinated with sector-wide efforts by the SER on 'access to remedy'.

4. After presenting the proposals of the working group, the Steering Committee will decide whether and in what way the current complaints committee mechanism will be continued
5. If a cross-sectoral dispute mechanism is set up, the Initiative will join it. If not, the current mechanism will be continued.
6. By making this agreement, the Parties and adhering companies do not prejudice the possibilities for those who experience negative impact to seek a solution to issues that arise in specific cases in the application of the OECD Guidelines, through the National Contact Point for the OECD Guidelines or other legitimate complaint mechanisms.

Article 12 – Financing

1. Support for the implementation of this Initiative is based on the balanced financing of a budget, included in Appendix 5.
2. The financial contribution of companies to the budget of this Initiative, as agreed by the Parties and as described in paragraph 1, is included in Appendix 4, per type of company.
3. In addition to an annual financial contribution, companies that sign the Statement of Adhering Companies use their own resources for due diligence and projects.
4. As regards collective projects developed or to be developed within the framework of this Initiative, only companies that have signed the Statement are eligible for co-financing.

Article 13 – Duration of the Initiative

1. The new term of the Initiative comes into effect on 1 March 2025.
2. If, against all expectations, a situation arises in which insufficient companies sign up to the Agreement, or in which civic society organisations do not have sufficient funding for their activities to support the Agreement, the Parties may decide, on 1 March, that the Agreement will not proceed.
3. After 5 years at the latest, a decision will be made on whether the Initiative will be continued, in the light of opportunities for European scaling up and collaboration.

Article 14 – Joining the Initiative

1. This Agreement is open to accession by other organisations and institutions that wish to/can contribute to the objectives formulated in this Agreement within the framework of their public and/or social tasks.
2. An organisation or institution that wishes to join this Agreement can submit an application to the Steering Committee of the Agreement.
3. The Parties will be informed in advance by the secretary of the Steering Committee of the intended accession. If there is a need from among the members, the relevant organisation or institution can be heard first.
4. The Steering Committee will assess the request for accession on the basis of criteria set out in Appendix 6. In case of approval, the Agreement is joined by signing the Statement of Accession by the acceding organisation or institution and the chair of the Steering Committee.

Article 15 – Termination of the Initiative

1. Any Party or Adhering Company to the Initiative may terminate its participation in the Initiative, stating reasons, through the Steering Committee, starting 1 year after signing the Initiative or the Statement of Adhering Company respectively. Termination will be effected by means of written notice to the Steering Committee.
2. The relevant Party or Adhering Company may terminate their participation with effect from the following year, subject to a notice period of six months. Civil society organisations that are Parties may, in the event of a lack of financing or termination of their respective organisation, cancel their participation as from the following year.
3. If a Party or Adhering Company terminates its participation in the Initiative, the Initiative will continue to exist for the remaining Parties to the Initiative, insofar as its content and purport do not oppose this.
4. In the event of a Party or Adhering Company's culpable failure to comply with a decision of the complaints and disputes committee, even after being reminded to do so, the Initiative may be terminated by the Parties with respect to the relevant Party or Adhering Company. In that case, no notice period applies.

Article 16 - Final provision

1. This Agreement is governed by Dutch law.
2. If, in the last year of the term of the Agreement, it appears that an extension is necessary within the framework of a possible follow-up, the Parties may decide on an extension subject to approval by the Steering Committee and the SER and a sufficient budget to finance this extension.

D - Statement of Adhering Companies concerning the TruStone Initiative

The undersigned declares to have taken note of the provisions made in the Multi-Stakeholder Initiative TruStone, signed in February 2025, with the aim of supporting companies in fulfilling their international social responsibility, and to endorse the objective and methodology of the Initiative.

Under this Initiative, the signatory companies accept the provisions made in Article 5 and assume the following obligations:

Companies that import natural stone

1. Dutch and Belgian companies and, in the future, companies from other affiliated countries, that import natural stone from outside the affiliated countries, can qualify for full membership.
2. The Parties expect those companies to sign a Statement in which the companies indicate that they agree to the following provisions. They agree to:
 - a) conduct a due diligence process within one year of joining the Initiative, based on an assessment framework. As regards natural stone that has been extracted and/or processed in high-risk countries, companies must complete all steps in the framework. As regards natural stone that has been extracted and processed in non-risk countries, companies can suffice by completing steps 1 and 2.1 of Appendix 1. For the time being, the Parties are focusing on high-risk countries outside the EEA. The Parties may amend the list of high-risk countries;
 - b) Prepare periodic reports as part of their due diligence process and submit them to the secretariat for assessment (see Article 6). The report must contain the following components:
 1. A list of name and address details and/or geographical coordinates of factories and quarries. For specific regions, the Parties may also designate other links in the chain that need to be mapped out;
 2. Findings of the steps to be taken in the due diligence process. To this end, companies must complete a questionnaire;
 3. An action plan in which companies substantiate which risks they prioritise and how they tackle those risks according to the SMART principle.
3. Adhering companies must consider sourcing another supplier if that supplier cannot be persuaded to cooperate and a possible joint approach by the companies and Parties affiliated with the Initiative does not lead to the desired result.
4. The assessment of the report is carried out on the basis of the assessment framework. The assessment framework is based on the framework from the first term. The Parties will simplify the framework for small enterprises in the first six months after launch. They will also align the framework for companies directly subject to the CSRD with the legal requirements relevant to them. Frameworks and guidelines for these adjustments are listed in Appendix 1.
5. In its assessment, the secretariat will apply reasonableness and fairness, i.e. will take into account the size of the company, its impact on the value chain, its level of experience and the extent of IRBC risks incurred.

6. Based on the assessment, companies are classified into the following levels:

Level 1	The company has insight into 20% of quarries and 50% of factories The company has a due diligence score of at least 20%
Level 2	The company has insight into 40% of quarries and 75% of factories The company has a due diligence score of at least 40%
Level 3	The company has insight into 60% of quarries and 100% of factories The company has a due diligence score of at least 60%
Level 4	The company has insight into 75% of quarries and 100% of factories The company has a due diligence score of at least 75% Impact indicators yet to be worked out
Level 5	The company has insight into 90% of quarries and 100% of factories The company has a due diligence score of at least 90% Impact indicators yet to be worked out

In year 1, the first assessment takes place and each company is classified at a level. Companies can move up or down in subsequent assessments. New companies that already have experience with due diligence can start at a higher level.

7. When determining the insight percentages, circular chains may be included as a chain that is 100% transparent. The Steering Committee can impose additional conditions on circular chains. In year 1 of the second term, a working group will explore whether new conditions are necessary and, if so, which ones and when.
8. In year 1, a working group will be set up with the task of developing impact indicators for all themes from Article 6, paragraph 13. Substantive guidelines have already been developed for four themes, which form the basis for these indicators. The impact indicators apply from level 4 and aim to enable companies to distinguish themselves by demonstrating the impact of their work.
9. Companies at levels 1 and 2 are assessed each year. From level 3 onwards, large and medium-sized enterprises are fully assessed one year, followed by only an assessment of the progress of the action plan the next, whereas small enterprises from that level are fully assessed once every two years as standard. See further Appendix 1. If they supply to public clients, they can also request an assessment of the action plan in the interim.
10. Continuous improvement serves as the starting point. The Parties expect the following timeline to be feasible for companies:
 - level 1: 1 year;
 - level 2: 1 year;
 - level 3: 2 years.

For companies entering at a higher level, the timeline from that level applies.

11. The Parties expect that companies will experience a maximum delay of 1 year compared to the timeline in paragraph 10. Companies that take longer to complete levels 1 and 2 are offered the opportunity to follow relevant knowledge modules within the SER framework agreement. Companies that experience delays from level 3 onwards will receive an annotation when listed on the website (see paragraph 10).
Special circumstances, such as changing suppliers on account of the old supplier not cooperating after repeated requests, or business economic reasons such as takeovers, may justify exceptions. The Steering Committee decides – based on written arguments provided by the company – whether special circumstances apply. If this is not the case, the Steering Committee can remove the company from the Agreement and communicate this publicly – by mentioning this in the annual report – or it can be given the opportunity to submit an improvement plan to achieve the desired progress after 1 year.

12. Adhering companies are listed on the TruStone website including their Action Plan, the date of joining, the level they are classified in, progress made in previous years and, in the event of delays from level 3, an explanatory note. Assessments obtained by adhering companies in the first term are not listed, but *can* be requested from the secretariat.
13. Adhering companies will communicate publicly based on the OECD Guidelines and the provisions in the Initiative. The Parties will revise the public communications guideline in year 1. The SME standards from the CSRD will be included in this.

Companies that purchase exclusively from Dutch or Belgian importers

14. Companies that do not import themselves, but exclusively purchase natural stone from importers from the Netherlands or Belgium – or other future affiliated countries – may be eligible for associate membership.
15. Associate members can receive support in implementing the six steps of due diligence. At a minimum, they are expected to:
 - ask importers where they purchase from, what their policy is with regard to IRBC and investigate to what extent the themes mentioned in this Initiative are reflected in it;
 - consider looking for another importer if no satisfactory response is received within the first year or if an importer has little or no IRBC policy in place or is unwilling to develop one;
 - encourage Dutch and Belgian importers from whom they purchase to participate in the Initiative;
 - report on their purchases to the secretariat.

Signatory companies further declare that they agree with the provisions in the other articles relevant to them and with the working methods of the complaints and disputes mechanism that the Parties have established within the framework of this Initiative.

This Statement is valid for the duration of the Initiative and can be terminated, with reasons, through the Steering Committee of the Initiative after 1 year from the date of signing. After termination, the company continues to be bound by the Statement for six months. The Steering Committee makes the termination public. A company cannot terminate its Statement during a dispute.

The Statement is considered terminated in the event of: bankruptcy, business cessation, death of the proprietor. This may also apply in case of: a change in the Initiative that has demonstrably serious negative consequences for the company or the takeover by another company, if termination of this Initiative constitutes a resolutive condition to sale.

If a company that has signed the Statement ceases its activities in the natural stone sector during the term of the Initiative, it may terminate its Statement from that date onwards, thereby terminating all obligations associated with that Statement from the date of termination.

Signature:

Organisation:

Name:

Date:

E – Statement of Contracting Entities regarding the TruStone Initiative

The undersigned public authority hereby declares that it has taken note of the provisions made by the Parties in the TruStone Initiative, signed in February 2025, with the aim of supporting contracting authorities in Sustainable Public Procurement, and that it endorses the objective and methodology of the Initiative.

Participating authorities will make maximum use of the current opportunities for Sustainable Public Procurement in public contract legislation when purchasing natural stone and declare:

- when issuing new tenders, to ask their Contractors:
 - to carry out due diligence on natural stone; or
 - to submit a report demonstrating that the natural stone suppliers carry out due diligence.

In the Netherlands, this corresponds to the application of the International Social Criteria (ISC). Adhering contracting authorities include this as a contractual condition in the execution phase of the contract and monitor compliance with it. The following applies to all contracts: apply or explain.

- to seek to align their tenders as much as possible with the approach chosen in the Initiative and the action plans to be drawn up by companies within that framework.

This Statement is valid for the duration of the Initiative and can be terminated, with reasons, through the Steering Committee of the Initiative after 1 year from the date of signing. After termination, the public authority continues to be bound by the Statement for one year. The Steering Committee makes the termination public.

Signature:

Organisation:

Name:

Date:

F – Statement of Support for the TruStone Initiative

Signed party

- declares to have taken note of the text of the TruStone Initiative signed in February 2025;
- expresses support for the goals pursued by the Parties with this Initiative;
- is prepared to collaborate with the Parties and to seek synergies between its own activities and the implementation of the Initiative;
- is prepared to contribute to the achievement of the goals and the execution of the activities within the framework of the Initiative;
- is prepared to communicate its support for the Initiative externally;
- (if the Party includes affiliated companies active in the natural stone sector:) will recommend its members to join the Initiative;
- is prepared to participate in the stakeholder group with which the Parties can discuss the progress and implementation of the Initiative;
- can make a financial contribution of at least the basic rate for associate members and in that case agree to be listed as a beneficiary member on the website www.trustone.nl.

Signature:

Organisation:

Name:

Date:

G – Appendices

Appendix 1 – Frameworks and guidelines for the assessment framework

Goals

The content of the assessment framework is based on the texts of the TruStone Initiative and the international guidelines cited therein. These guidelines are the labour standards of the International Labour Organisation (ILO), the OECD Guidelines for Multinational Enterprises, and the UN Guiding Principles for Business and Human Rights. The due diligence concept described in these guidelines forms the basis of the assessment framework.

The assessment framework provides participating companies with insight into how the periodic assessment of their efforts is made, as well with insight into the steps they can take and the areas in which they still need to make progress. In order to ensure that goals and actions on topics such as child labour, living wage, health and safety are clearly in their sights, companies can achieve the highest number of points for those components. This encourages the call for action.

The assessment framework enables the TruStone Initiative secretariat to better report at an aggregated level on the progress that participating companies and Parties are making in making the sector more sustainable and on joint activities to be developed.

Weighing

The number of points that can be earned for questions varies. Points were awarded primarily based on the importance of the question. In other words, the extent to which the question contributes to the obligations that are part of the Initiative and the extent to which they contribute to identifying, mitigating and addressing negative consequences in the chain. The points awarded thus stimulate companies' efforts in the most important parts of the due diligence process.

The ratios below per step in the due diligence process differ for companies that import exclusively from non-risk countries (category B) and companies that also import from high-risk countries (category C), because fewer due diligence steps apply to category C companies than to category B companies.

Due diligence step	Category B		Category C	
International RBC Policy	24	24%	24	9%
Integration within organisation	32	32%	32	11%
Overview in the chain	32	32%	32	11%
Insight/prioritisation of risks	0		56	20%
Actions and objectives	0		64	23%
Evaluate effectiveness	0		24	9%
Public communication	12	12%	28	10%
Complaints mechanism	0		20	7%

Total	100	100%	280	100%

Threshold scores

Threshold scores or percentages have been determined for the participating companies. The percentage is calculated based on the ratio between the total points that can be achieved and the points actually achieved. Based on the percentage achieved, companies are classified into the following levels:

Level 1	The company has insight into 20% of quarries and 50% of factories The company has a due diligence score of at least 20%
Level 2	The company has insight into 40% of quarries and 75% of factories The company has a due diligence score of at least 40%
Level 3	The company has insight into 60% of quarries and 100% of factories The company has a due diligence score of at least 60%
Level 4	The company has insight into 75% of quarries and 100% of factories The company has a due diligence score of at least 75% Impact indicators yet to be worked out
Level 5	The company has insight into 90% of quarries and 100% of factories The company has a due diligence score of at least 90% Impact indicators yet to be worked out

Differentiation by company type

The assessment framework is based on the framework from the first term. The Parties will simplify the framework for small enterprises in the first six months after launch. They will also align the framework for companies directly subject to the CSRD with the legal requirements relevant to them, as much as possible.

Indicatively and in broad terms, this differentiation is as follows:

	Assessment per due diligence step					
	1 policy	2 insight	3 action	4 monitoring	5 communication	6 complaints
large enterprise: ≥ 250 employees and >50 million turnover	policy statement OECD compliant; CoC signed by the supplier	percentages Article 5, paragraph 4	reasonableness and fairness	verification of risks	CSRD compliant	PM
medium-sized enterprise: <250 employees or ≤50 million turnover	standard policy statement; CoC discussed with the supplier	percentages Article 5, paragraph 4	reasonableness and fairness	verification tackling of risks	TruStone Guidelines Criteria	PM
small enterprise: <25 employees and ≤5 million turnover	standard policy statement; CoC discussed with the supplier	percentages Article 5, paragraph 4	1 risk at a time	without specific formalities	without specific formalities	PM

Frequency of assessments

Companies at levels 1 and 2 are assessed each year. From level 3 onwards, large and medium-sized enterprises are fully assessed one year, followed by only an assessment of the progress of the action plan the next, whereas small enterprises are fully assessed once every two years as standard. If they supply to public clients, they can also request an assessment of the action plan in the interim.

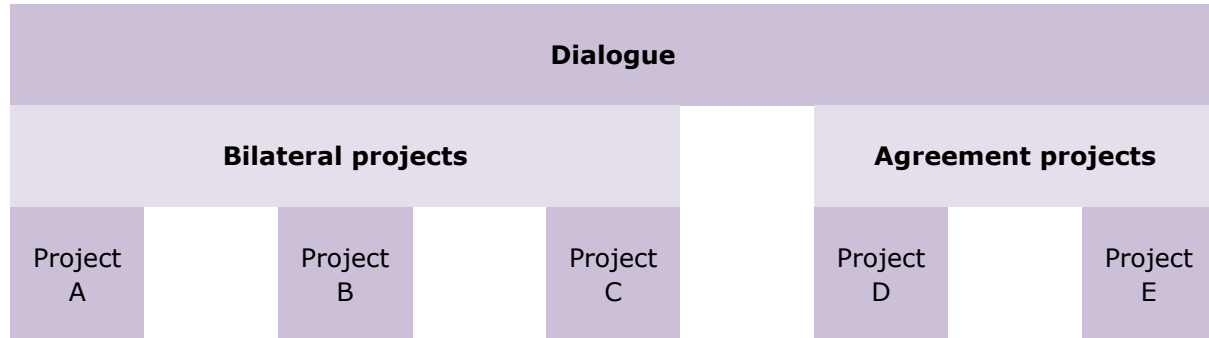
Schematically this means the following:

Frequency of assessments per level / year								
Level	1	2	3	3	4	4/5	4/5	4/5
Year	1	2	3	4	5	6	7	8
large enterprise: ≥ 250 employees and >50 million turnover	full	full	full	Action plan	full	Action plan	full	Action plan
medium-sized enterprise: <250 employees or ≤50 million turnover	full	full	full	Action plan	full	Action plan	full	Action plan
small enterprise: <25 employees and ≤5 million turnover	full	full	full	only for public contracts : Action plan	full	only for public contracts : Action plan	full	only for public contracts : Action plan

Appendix 2 – Division of roles, processes and criteria for dialogues and projects

1. Roles and processes in dialogues and projects

The Parties and companies can decide to set up dialogues and projects. Schematically, this can look like this:



Dialogue:

- Goals:
 - Addressing regional, systemic issues by setting up an ongoing multi-stakeholder dialogue with the following sub-goals:
 - Jointly prioritising risks and formulating goals;
 - Discussing progress together;
 - Exchanging lessons learned and good practices;
 - Increasing awareness of risks and rights among stakeholders and stimulating direct improvements by and for stakeholders;
 - Development of new bilateral or Agreement projects;
 - Public communication on the results of the dialogue and the projects that fall under it;
 - Outreach towards stakeholders and potential new participants or partner organisations.
- Participants: parties to the Agreement, importers, suppliers, (local) civic society organisations, public authorities, other stakeholders in the chain
Note. Participants not affiliated with the Agreement sign a Declaration of Intent
- Role of the secretariat:
 - Initiating role: setting up the dialogue and inviting participants
 - Facilitating role: providing procedural and substantive support to the dialogue;
 - Coordinating role: chairing meetings;
 - public communication (website, conferences, promotional materials) about the project and its progress;
 - organising and participating in working visits;
 - assessment of the progress of participating importers;
- Financing:
 - Deployment of secretariat (hours and any costs of working visits) from TruStone budget;
 - Participants participate at their own expense.
- Decision-making:
 - The Steering Committee decides to set up a dialogue;
 - Participants in the dialogue (or a representation thereof) make decisions regarding implementation.
 - The Steering Committee can be asked for advice.

Bilateral projects:

- Goals: tackling risks at (specific) production locations
- Participants: importers (at least some of whom are members of the Initiative), suppliers, (local) civil society organisations
- Role of the secretariat:
 - facilitating the preparation in terms of process and content;
 - chairing meetings during preparation;
 - public communication about the project and its progress;
- Financing: project subsidy from, for example, Netherlands Enterprise Agency (RVO) (sometimes with co-financing by companies)
- Decision-making:
 - Project participants decide on setting up a project and its implementation;
 - The Steering Committee can be asked for advice.

Agreement projects:

- Goals: addressing regional, systemic problems
- Participants: parties to the Agreement, importers (at least some of which are members of the Initiative), suppliers, (local) civil society organisations.
Note. Participants sign a Declaration of Intent
- Role of the secretariat:
 - The roles mentioned under dialogue;
 - providing procedural and substantive support for parties to the Agreement and local partners in the implementation;
 - Subject to approval by the Steering Committee: other roles - such as processing information from local companies - depending on the risks and the composition of the chain in the relevant region and with the aim of joining forces with respect for regional relationships and tackling risks effectively.
- Financing:
 - project subsidy from, for example, Netherlands Enterprise Agency (RVO)
 - Deployment of secretariat (hours and possible working visit) from TruStone budget (within subsidy conditions and subject to approval from the Steering Committee)
 - Other cash flows, for example a fund set up for the project
- Decision-making:
 - The Steering Committee decides to set up a Agreement project and, in the event of participation by companies not affiliated with the Agreement, on the content of the letter of intent and the method of financing;
 - Project participants (or a representation thereof) make decisions regarding implementation;
 - The Steering Committee can be asked for advice.

2. Continuation of existing dialogues and projects

2.1. Stakeholder dialogue sandstone Rajasthan

Purpose

- Dialogue between stakeholders on environmental and social conditions surrounding the extraction and processing of sandstone in Rajasthan with the aim of prioritising risks, exchanging experiences and discussing the progress of collective and bilateral projects. The participants aim to achieve concrete improvements for workers and communities in the sandstone chain in Rajasthan, within the duration of the second term of the Agreement.

Main outline of the approach

- Stakeholders jointly identify and prioritise risks for those involved in sandstone extraction and processing in Rajasthan;
- Stakeholders jointly set goals for the identified risks;
- Stakeholders promote setting up bilateral and collective projects by stakeholders to address the identified risks;
- Stakeholders ensure coordination between the various bilateral and collective initiatives set up within the framework of the dialogue;
- Stakeholders agree on the promotion of and public communication about the goals, structure and progress of the dialogue and the various projects set up within the framework of the dialogue;
- The secretariat monitors the progress of the collective projects set up within the framework of the dialogue and the overall progress with regard to the identified risks and the goals set.

Participants

- TruStone Parties: Arisa;
- Companies: companies affiliated with TruStone;
- The provisions in the Agreement apply to these participants
- During the term of the dialogue, other TruStone members may join as well.

Stakeholders

- Local organisations: ARAVALI, Manjari Sansthan, SFNS;
- Companies: importers from other European countries, suppliers of sandstone materials in Rajasthan;
- These participants sign a confidentiality protocol;
- During the term of the dialogue, other parties may join as well.

Role of the secretariat

- Supporting the content and process of the stakeholder dialogue and of consultation bodies set up within the framework of that dialogue;
- Providing a chair for the stakeholder dialogue and for consultation bodies set up within the framework of that dialogue;
- Supporting the content and process of Agreement projects set up within the framework of the dialogue;
- Subject to approval by the Steering Committee: aggregating and anonymising information on suppliers in all relevant links in the supply chain of sandstone materials;
- Assessment of the progress of participating importers;
- Organisation, support and participation in working visits to the region;
- Development of promotional materials and presentations during (international) meetings on the dialogue and the projects set up within the framework of the dialogue;
- Public communication on the dialogue and the collective projects set up within the framework of the dialogue.

Decision-making

- The Steering Committee decides on changes to the goals and main outlines of the dialogue, as well as on proposals that entail costs charged to the TruStone budget;
- A project team consisting of representatives of the organisations participating in the dialogue decides on setting up new projects that contribute to the goals and on the accession of new stakeholders;

- Project teams consisting of participants in collective projects decide on the execution of the relevant collective project that has been set up within the framework of the stakeholder dialogue.

Handling of data

- Names of participating Parties and companies may be made public by the secretariat. This does not apply to contact details.
- Contact details of the participants in the dialogue may be exchanged between participants.
- Contact details of project participants may be exchanged within the projects.
- Commercially sensitive or confidential information is not exchanged.
- Data on the origin of materials and purchased quantities are only made public without the possibility of linking this to any of the participants.
- Data on the progress of dialogue participants and projects will only be made public after being aggregated and anonymised by the secretariat.

Financing

- The costs of preparation, participation and follow-up of Parties in the physical and online dialogue meetings are financed by the participants themselves. The costs of preparation, participation and follow-up by the secretariat will be charged to the TruStone budget;
- The costs of Agreements and bilateral projects set up within the framework of the dialogue are financed by the Parties and companies participating in the projects. It is possible to apply for project subsidies.

2.2 Project granite southern India

Purpose

- Dialogue between stakeholders on environmental and social conditions surrounding granite extraction and processing in southern India with the aim of prioritising risks, sharing experiences and discussing progress of collective and bilateral projects. The participants aim to achieve concrete improvements for workers and communities in the granite ranges of southern India within the duration of the second term of the Agreement.

Main outline of the approach

- Stakeholders jointly identify and prioritise risks for those involved in granite extraction and processing in southern India;
- Stakeholders jointly set goals for the identified risks;
- Stakeholders promote setting up bilateral and collective projects by stakeholders to address the identified risks;
- Stakeholders ensure coordination between the various bilateral and collective initiatives set up within the framework of the dialogue;
- Stakeholders agree on the promotion of and public communication about the goals, structure and progress of the dialogue and the various projects set up within the framework of the dialogue;
- The secretariat monitors the progress of the collective projects set up within the framework of the dialogue and the overall progress with regard to the identified risks and the goals set.

Participants

- TruStone Parties: FNV, Arisa;
- Companies: companies affiliated with TruStone;
- The provisions in the Agreement apply to these participants
- During the term of the dialogue, other TruStone members may join as well.

Stakeholders

- Local organisations: BWI, MV-foundation;
- Companies: importers from other European countries, suppliers of granite materials in southern India;
- These participants sign a confidentiality protocol;
- During the term of the dialogue, other parties may join as well.

Role of the secretariat

- Supporting the content and process of the stakeholder dialogue and of consultation bodies set up within the framework of that dialogue;
- Providing a chair for the stakeholder dialogue and for consultation bodies set up within the framework of that dialogue;
- Supporting the content and process of Agreement projects set up within the framework of the dialogue;
- Subject to approval by the SER board, aggregating and anonymising information about suppliers in all relevant links in the supply chain of sandstone materials;
- Assessment of the progress of participating importers;
- Organisation, support and participation in working visits to the region;
- Development of promotional materials and presentations during (international) meetings on the dialogue and the projects set up within the framework of the dialogue;
- Public communication on the dialogue and the collective projects set up within the framework of the dialogue.

Decision-making

- The Steering Committee decides on changes to the goals and main outlines of the dialogue, as well as on proposals that entail costs charged to the TruStone budget;
- A project team consisting of representatives of the organisations participating in the dialogue decides on setting up new projects that contribute to the goals and on the accession of new stakeholders;
- Project teams consisting of participants in collective projects decide on the execution of the relevant collective project that has been set up within the framework of the stakeholder dialogue.

Handling of data

- Names of participating Parties and companies may be made public by the secretariat. This does not apply to contact details.
- Contact details of the participants in the dialogue may be exchanged between participants.
- Contact details of project participants may be exchanged within the projects.
- Commercially sensitive or confidential information is not exchanged.
- Data on the origin of materials and purchased quantities are only made public without the possibility of linking this to any of the participants.
- Data on the progress of dialogue participants and projects will only be made public after being aggregated and anonymised by the secretariat.

Financing

- The costs of preparation, participation and follow-up of Parties in the physical and online dialogue meetings are financed by the participants themselves. The costs of preparation, participation and follow-up by the secretariat will be charged to the TruStone budget;

- The costs of Agreements and bilateral projects set up within the framework of the dialogue are financed by the Parties and companies participating in the projects. It is possible to apply for project subsidies.

3. Criteria for new projects

The Steering Committee assesses new projects based on the following criteria:

- There is insight into the IRBC risks in the production region (risk analysis carried out within the framework of TruStone or based on feedback from the companies or other Parties);
- The identified IRBC risks require a collective approach (tackling them together increases the impact). Note: participation in a collective project does not release companies from their obligation to also address risks individually;
- The collective approach aims to lead to concrete improvements for people who are negatively affected in the chains on the themes prioritised by TruStone;
- At least three TruStone companies purchase from the production region and wish to participate in the project;
- There is support among importers and suppliers to actively participate in the collective process;
- Civil society organisations are active in the production region that are interested in playing a role in a collective process;
- One or more civil society organisations active within TruStone are prepared to actively participate in the collective process;
- The project addresses the role of the (local) authority;
- Importers are willing to spend (commit) time to contribute to the collective project;
- If a choice has to be made between different project proposals, it must be based on the scale, scope and irreversibility of the identified risks.

Appendix 3 – Example of SRP criteria

Level of ambition	Sample criteria
Selection process Recommended for framework contracts and/or delivery of various materials	
Basis The tenderer has basic experience in the application of a due diligence approach regarding natural stone	<ol style="list-style-type: none"> 1. The Contractor will make every effort to comply with the International Social Criteria in accordance with the provisions of Appendix X to this Agreement. 2. The Contractor will not be eligible for Further Contracts until the Contractor has provided the Client with a Risk Analysis of the production chain (within the framework of due diligence in accordance with Appendix X). 3. The Contractor is deemed to have complied with the provisions in paragraphs 1 and 2 of this article if and for as long as the Contractor is listed as a participant on the website of the TruStone Initiative (www.trustone.nl).
Significant The tenderer has extensive experience in the application of due diligence approach regarding natural stone	<ol style="list-style-type: none"> 1. The Contractor will make every effort to comply with the International Social Criteria in accordance with the provisions of Appendix X to this Agreement. 2. The Contractor will not be eligible for Further Contracts until the Contractor has provided the Client with a Risk Analysis of the production chain (within the framework of due diligence in accordance with Appendix X). 3. If the Risk Mitigation Action Plan (within the framework of due diligence in accordance with Appendix X) is not submitted on time, the Contractor will no longer be eligible for Further Contracts until this plan has been submitted to the Client. 4. The Contractor is deemed to have complied with the provisions in paragraphs 1 to 3 of this article if and for as long as the Contractor is listed as a participant on the website of the TruStone Initiative (www.trustone.nl).
Ambitious The tenderer contributes to a positive impact	<ol style="list-style-type: none"> 1. The Contractor will make every effort to comply with the International Social Criteria in accordance with the provisions of Appendix X to this Agreement. 2. The Contractor will not be eligible for Further Contracts until the Contractor has provided the Client with a Risk Analysis of the production chain (within the framework of due diligence in accordance with Appendix X). 3. If the Risk Mitigation Action Plan (within the framework of due diligence in accordance with Appendix X) is not submitted on time, the Contractor will no longer be eligible for Further Contracts until this plan has been submitted to the Client. 4. If the Annual Report (within the framework of due diligence in accordance with Appendix X) has not been published in a timely and traceable manner, the Contractor will no longer be eligible for Further Contracts until this report has been published. 5. The Contractor is deemed to have complied with the provisions in paragraphs 1 to 4 of this article if and for as long as the Contractor is listed as a participant on the website of the TruStone Initiative (www.trustone.nl).

Award process	
Recommended for delivery (at short notice) of materials from high-risk countries	
Basis The tenderer has basic experience in the application of a due diligence approach regarding natural stone	Higher valuation depending on the tenderer's experience with the following elements of a due diligence approach: <ul style="list-style-type: none"> • having a public policy statement; • insight into factories where materials have been processed and insight into quarries where materials have been extracted; • the tenderer involves stakeholders such as trade unions in identifying the risks; • having an action plan with SMART objectives; • having a written evaluation of due diligence efforts; • having public communication about the due diligence efforts; • facilitating access to a complaints mechanism.
Significant The tenderer has extensive experience in the application of due diligence approach regarding natural stone	Tenderer meets at least TruStone level three or has comparable experience in due diligence, more specifically: <ul style="list-style-type: none"> • having a public policy statement; • 100% insight into factories where materials have been processed and 75% insight into quarries where materials have been extracted; • the tenderer involves stakeholders such as trade unions in identifying the risks; • having an action plan with SMART objectives; • having a written evaluation of due diligence efforts; • having public communication about the due diligence efforts; • facilitating access to a complaints mechanism.
Ambitious The tenderer has extensive experience in the application of due diligence approach regarding natural stone and contributes to a positive impact	Tenderer meets at least TruStone level four or has comparable experience in due diligence, more specifically: <ul style="list-style-type: none"> • having a public policy statement; • 100% insight into factories where materials have been processed and 75% insight into quarries where materials have been extracted; • the tenderer involves stakeholders such as trade unions in identifying the risks; • having an action plan with SMART objectives; • having an independently verified monitoring report demonstrating the contribution to positive impact; • having public communication about the due diligence efforts; • facilitating access to a complaints mechanism.
Contract phase	
Recommended for longer-term contracts	
Basis The tenderer has basic experience in the application of a due diligence approach regarding natural stone	1. Risk analysis of the production chain – no later than 4 working weeks after closing of the contract and before delivery of the natural stone, a risk analysis must be provided by the Contractor with regard to the following links in the production process: importer; transporter; first link in the production country (e.g. exporter, factory or quarry) , which includes the following: <ul style="list-style-type: none"> - a description of the relevant links in the production process; - an analysis of the risks of labour and human rights in the relevant links being violated.

	<p>2. Risk mitigation action plan – no later than 8 working weeks after the contract has been closed, the Contractor must provide a risk mitigation action plan to mitigate the most serious and likely risks identified in the risk analysis.</p> <p>The action plan must include:</p> <ul style="list-style-type: none"> - a justification of the prioritisation of risks according to severity and probability; - an overview and description of the efforts that the Contractor will make to mitigate the risks; - a schedule regarding the efforts that the Contractor will make; <p>If the Contractor or supplier of the natural stone is affiliated with the TruStone Initiative (IRBC Agreement for natural stone), this can be seen as an action to reduce the risks in its chain. The Contractor can report this in the action plan.</p> <p>3. Annual reporting - during the contract period, the Contractor must report annually relative to the effective date of the agreement (or, in the case of a shorter-term agreement: upon completion thereof), on its efforts to comply with the ISC.</p>
<p>Significant The tenderer has extensive experience in the application of due diligence approach regarding natural stone</p>	<p>1. Risk analysis of the production chain – no later than 4 working weeks after closing of the contract and before delivery of the natural stone, a risk analysis must be provided by the Contractor with regard to the following links in the production process: importer; transporter; first two links in the production country (e.g. exporter; processing sites (e.g. factory and/or cobbleries) or extraction site (quarry/mine), which includes the following:</p> <ul style="list-style-type: none"> - a description of the relevant links in the production process; - an analysis of the risks of labour and human rights in the relevant links being violated. <p>2. Risk mitigation action plan – no later than 8 working weeks after the contract has been closed, the Contractor must provide a risk mitigation action plan to mitigate the most serious and likely risks identified in the risk analysis.</p> <p>The action plan must include:</p> <ul style="list-style-type: none"> - a justification of the prioritisation of risks according to severity and probability; - an overview and description of the efforts that the Contractor will make to mitigate the risks; - a schedule regarding the efforts that the Contractor will make; <p>If the Contractor or supplier of the natural stone is affiliated with the TruStone Initiative (IRBC Agreement for natural stone), this can be seen as an action to reduce the risks in its chain. The Contractor can report this in the action plan.</p>

	<p>3. Annual reporting - during the contract period, the Contractor must report annually relative to the effective date of the agreement (or, in the case of a shorter-term agreement: upon completion thereof), on its efforts to comply with the ISC.</p>
<p>Ambitious The tenderer contributes to a positive impact</p>	<p>1. Risk analysis of the production chain – no later than 4 working weeks after closing of the contract and before delivery of the natural stone, a risk analysis must be provided by the Contractor with regard to all links in the production process, viz.: importer; transporter; exporter; processing sites (e.g. factory and/or cobbleyards), extraction site (quarry/mine), which includes the following:</p> <ul style="list-style-type: none"> - a description of the relevant links in the production process; - an analysis of the risks of labour and human rights in the relevant links being violated. <p>2. Risk mitigation action plan – no later than 8 working weeks after the contract has been closed, the Contractor must provide a risk mitigation action plan to mitigate the most serious and likely risks identified in the risk analysis.</p> <p>The action plan must include:</p> <ul style="list-style-type: none"> - a justification of the prioritisation of risks according to severity and probability; - an overview and description of the efforts that the Contractor will make to mitigate the risks; - a schedule regarding the efforts that the Contractor will make; <p>If the Contractor or supplier of the natural stone is affiliated with the TruStone Initiative (IRBC Agreement for natural stone), this can be seen as an action to reduce the risks in its chain. The Contractor can report this in the action plan.</p> <p>3. Annual reporting - during the contract period, the Contractor must report annually relative to the effective date of the agreement (or, in the case of a shorter-term agreement: upon completion thereof), on its efforts to comply with the ISC.</p>

Appendix 4 – Financial contributions per company

Company type	Procurement situation*	Regime#	Company type
Importers Natural stone companies and importing infrastructure companies and contractors	Origin non-risk countries or purchase from Dutch or Belgian importers	Limited due diligence	Basic rate: €400 per year
	Origin high-risk countries	Full due diligence	Basic rate C: €1200 per year (the basic rate applies to 2 chains) Plus variable rate: €400 per additional chain (maximum total: 1200 plus 6 x 400 is 3600 Euros, regardless of the number of chains in excess of 8)
Associate members Processing companies and retail companies	Origin non-risk countries or purchase from Dutch or Belgian importers	Limited due diligence	Basic rate: €400 per year Plus variable rate: €200 per branch (maximum total: 400 plus 10 x 200 is 2400 Euros, regardless of the number of branches in excess of 10)
	Origin high-risk countries	Full due diligence	Basic rate: €1200 per year (the basic rate applies to 2 chains) Plus variable rate: €200 per branch Plus variable rate: €400 per additional chain (maximum total: 1200 plus 10 x 200 plus 6 x 400 is 5600 Euros, regardless of the number of chains in excess of 8)

* Origin: extraction and/or processing

If a company has 1 or more chains with origin in a high-risk country (procurement situation C), it falls under the full due diligence regime and as such the corresponding rate

applies, regardless of whether the company also has chains with origin in non-risk countries.

** Chain: from end user to factory.

New companies

For companies joining for the first time, the following gradual entry path applies:

- o Year 1: basic rate up to a maximum of EUR 800
- o Year 2: basic rate up to a maximum of EUR 1200
- o From year 3: regular rate according to table.

Adjustment of rates

From January 2027, all rates (basic and variable) will be increased once by 10 percent.

Discount scheme

It is possible for a sector organisation of natural stone processors to enter into a group membership for all members. The sector organisation then pays the basic rate for associate members (i.e. €400) for all its members to the TruStone Initiative. The members then decide for themselves whether they actually become members. Members who fall under a different procurement situation pay the remaining basic and/or variable rate themselves.

Because this offers the TruStone Initiative economies of scale in the areas of information and administration, as well as upscaling of the Initiative, we offer the relevant sector organisation the following discount:

- Membership base of 50 to 100 companies: 2.5% discount on the total amount;
- Membership base of 100 to 150 companies: 5% discount on the total amount;
- Membership base of more than 150 companies: 7.5% discount on the total amount.

Beneficiary members

Companies that do not hold a position in the natural stone chain and organisations involved can become beneficiary members. They sign the Statement of Support (Chapter F of this Initiative). Beneficiary members make a financial contribution of at least the basic rate applicable to associate members. These members are listed on the website www.trustone.nl and can use tools.

Appendix 5 – Provisional budget

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Expenditure						
Staff deployment	293148	301044	329176	317553	326181	1547102
- chair						
- secretariat						
- complaints committee						
- monitoring committee						
Logistics support	16000	2000	2000	2000	2000	24000
Communication	15000	15000	15000	15000	15000	75000
Unforeseen	25932	25443	27694	26764	27455	133288
Total	350079	343487	373870	361318	370636	1799390
Income						
Contribution Netherlands	305455	305455	316000	316000	316000	1558909
NL government	143564	143564	148520	148520	148520	732687
SER	61091	61091	63200	63200	63200	311782
NL sector*	100800	100800	104280	104280	104280	514440
Contribution Flanders	47672	47672	49318	49318	49318	243298
FL government	22472	22472	21598	21598	21598	109738
FL sector	25200	25200	27720	27720	27720	133560
Total	353127	353127	365318	365318	365318	1802207
Balance	3047	9640	-8553	4000	-5318	2817

* The contribution of the Dutch sector initially consists of:

- An annual collective contribution of EUR 66,000 from the R&D Fund Finishing Industry
- Contributions from companies

Appendix 6 – Criteria for accession of Parties

New parties:

1. Endorse the full content, methodology and ambition of the Initiative;
2. Are prepared to commit themselves for the term of the Agreement (2024-2029);
3. Sign the confidentiality protocol and the Contract for Services that the Parties have established;
4. Preferably bring added value: substantive knowledge on and/or network in one or more themes of the Agreement, in addition to that of the current Parties;
5. Are willing to compromise;
6. Are willing to collaborate with other Parties;
7. Align with one of the existing sections;
8. Are willing and able to commit sufficient time and capacity to implementing the Initiative;
9. Can join after decision-making in the Steering Committee.



SOCIAAL-ECONOMISCHE RAAD
(SOCIAL AND ECONOMIC COUNCIL)

Bezuidenhoutseweg 60

P.O. Box 90405

2509 LK The Hague

The Netherlands

T +31 (0)70 3499 525

E communicatie@ser.nl

www.trustone.nl

www.trustone.be

© 2025, Sociaal-Economische Raad

