



Preliminary draft Grand-Ducal Regulation amending the Grand-Ducal Regulation of 7 May 2021 on the use of the Nutri-Score logo

We, the undersigned, Henri, Grand Duke of Luxembourg, Duke of Nassau,

Having regard to Regulation (EU) No 1169/2011 of the European Parliament and of the Council of 25 October 2011 on the provision of information on foodstuffs to consumers, amending Regulations (EC) No 1924/2006 and (EC) No 1925/2006 of the European Parliament and of the Council, and repealing Commission Directive 87/250/EEC, Council Directive 90/496/EEC, Commission Directive 1999/10/EC, Directive 2000/13/EC of the European Parliament and of the Council, Commission Directives 2002/67/EC and 2008/5/EC and Commission Regulation (EC) No 608/2004, and in particular Article 36 thereof;

Having regard to Regulation (EC) No 1924/2006 of the European Parliament and of the Council of 20 December 2006 on nutrition and health claims made on foodstuffs, and in particular its provisions on nutrition claims;

Having regard to the Law of 28 July 2018 establishing a system of control and sanctions relating to foodstuffs, as amended;

Having regard to the amended Law of 25 September 1953 for the reorganisation of the control of foodstuffs, beverages and common products;

Having regard to the Law of 8 September 2022 establishing and organising the Luxembourg Veterinary and Food Administration ("ALVA");

Having regard to the opinions of the Chamber of Agriculture, the Chamber of Commerce and the Chamber of Trade;

Having heard the Council of State;

On the report submitted by the Minister for Agriculture, Viticulture and Rural Development, and following deliberation by the Government in Council;

Hereby order as follows:

Article 1.

The Annex to Article 1 is replaced by the Annex to this Grand-Ducal Regulation.

Article 2.

Article 3 is deleted and replaced by a new Article 3:

"Food business operators have the possibility to request from the Minister authorisation to set up pilot projects in cases where they wish to use the "Nutri-Score" logo on non-prepackaged foods.

To that end, in order to use the “Nutri-Score” logo on non-prepackaged foods, food business operators must first notify those pilot projects to ALVA on behalf of the Minister, by an ordinary letter.

The Minister, on the advice of ALVA, shall lay down the special conditions for the use of the “Nutri-Score” logo and the duration of the pilot projects.

Where food business operators decide to set up such a pilot project, this commitment must cover all non-prepackaged food placed on the Luxembourg market within a given establishment by those operators.

In addition, food business operators must make available to consumers a nutrition declaration in accordance with Articles 30 to 34 of Regulation (EU) No 1169/2011 of the European Parliament and of the Council of 25 October 2011 on the provision of information on foodstuffs to consumers, amending Regulations (EC) No 1924/2006 and (EC) No 1925/2006 of the European Parliament and of the Council and repealing Commission Directive 87/250/EEC, Council Directive 90/496/EEC, Commission Directive 1999/10/EC, Directive 2000/13/EC of the European Parliament and of the Council, Commission Directives 2002/67/EC and 2008/5/EC and Commission Regulation (EC) No 608/2004.”

Article 3.

The previous Article 3 becomes Article 4 and is amended as follows:

“The Minister responsible for Agriculture shall be in charge of implementing this Grand-Ducal Regulation, which shall be published in the Official Journal of the Grand Duchy of Luxembourg.”

Article 4.

The Minister responsible for Agriculture shall be in charge of implementing this Grand-Ducal Regulation, which shall be published in the Official Journal of the Grand Duchy of Luxembourg.

ANNEX I:

RULES FOR USE OF THE “NUTRI-SCORE” LOGO

Version of 24 April 2023, Approved by Santé Publique France

PREAMBLE

Regulation (EU) No 1169/2011 of 25 October 2011 on the provision of information on foodstuffs to consumers (hereinafter the “**European Regulation**”) requires food operators to affix mandatory particulars to their products in order to ensure a high level of protection of the health and interests of consumers by providing the final consumer with the basis on which he or she can make informed decisions and use foodstuffs safely, respecting, inter alia, health, economic, ecological, social and ethical considerations.

Articles 29 et seq. of the European Regulation lay down the rules for one of these particulars, namely the mandatory nutrition declaration containing information on nutritional characteristics enabling consumers, including those who must follow a special diet, to make an informed choice (hereinafter the “**Declaration**”). In order to facilitate the understanding of this declaration, Articles 35 to 37 of the European Regulation allow either additional forms of expression and presentation of the mandatory nutrition declaration, or information on foodstuffs supplied on a voluntary basis.

The French National Agency of Public Healthcare, hereinafter referred to as “**Santé Publique France**”, a public administrative establishment of the French State, responsible in particular for health promotion, has drawn up, on the basis of the work of the French National Institute of Health and Medical Research (Inserm), signage meeting the criteria laid down in the European Regulation. That signage, hereinafter referred to as the “**Logo**”, has been the subject of filings for the protection of industrial designs and as collective trademarks under the numbers and in the countries identified in ANNEX 3: List of rights, countries and Regulators.

Rules of use have been drawn up for the use of this Logo in the Member States of the European Union, European Economic Area States and third countries recognising Community intellectual property rights on the Logo (hereinafter the “**Territories**” in ANNEX 3: List of rights, countries and Regulators).

This regulation defines the persons entitled to use this Logo, the general conditions of use of this Logo (in particular its calculation or graphic charter to be complied with), the specific conditions applicable according to the Territories and the national supervisory and licensing authorities on the Logo (hereinafter the “**Regulators**”) as well as the sanctions that may affect non-compliance with the conditions of the rules of use.

If these persons fulfil the conditions laid down in this Rules of Use and comply with them throughout their use of the Logo, several rights of use of the Logo are automatically granted to them by Santé Publique France (and/or the Regulator(s) in the Territory(ies)). Operators are informed that Santé Publique France and/or any Regulator may suspend or terminate all or part of the rights of use granted to them for the Logo in one or more Territories under the conditions laid down in these Rules of Use.

The first edition of these Rules of Use was approved by Santé Publique France on 12 May 2017. Santé Publique France and the Regulators shall ensure the relevance of this Rules of Use with regard to the way the activity concerned develops, such that the Rules of Use may be revised.

Article 1. DEFINITIONS

1.1 - "Algorithm": the calculation method described in the Specifications used to calculate the nutrition score of a Product and to determine the corresponding Classification Logo. In this respect, the following definitions apply:

- **"Original algorithm"**: the original algorithm described in Sub-Annex 1-A of ANNEX 1: Specifications, and
- **"Updated algorithm"**: the updated algorithm described in Sub-Annex 1-B of ANNEX 1: Specifications.

1.2 - "Specifications": the specifications attached in ANNEX 1: Specifications.

1.3 - "Graphic charter": the graphic charter formalising the graphic terms of use of the Logo in ANNEX 2: Graphic Charter.

1.4 - "Generic communication": the general purpose promotional communication of the Operator not specifically aimed at one or more Products.

1.5 - "Declaration": the mandatory nutrition declaration provided for in Article 30 et seq. of the European Regulation.

1.6 - "Request": the application for registration of an Operator in the Rules of Use.

1.7 - "EUIPO": the European Union Intellectual Property Office.

1.8 - "Operator": any natural or legal person authorised to use the Logo on the Products (as defined below) pursuant to the Rules of Use. As such, the following definitions shall apply:

- **"Holder Operator"**: the Operator which holds or is the exclusive licensee of intellectual property rights on its Source Products, and
- **"Distributor Operator"**: the Operator who makes any lawful commercial use of the Distributed Products with the direct or indirect agreement of the Holder Operator.

A single Operator may be a Holder Operator for its Source Products and a Distributor Operator for Distributed Products at the same time.

1.9 - "Third Party Holder Operator": an intellectual property right holder who has not presented an Application, and is therefore not registered under the Rules of Use.

1.10 - "INPI": the French National Industrial Property Institute.

1.11 - "Logo": the "Nutri-Score" signs installed in the Territories and listed in ANNEX 3: List of rights, countries and Regulators herein. The Logo is composed of:

- 5 logotypes, hereinafter referred to as the **"Classification logo"** representing the 5 product rankings on the nutritional scale, associated with the word "Nutri-Score", and highlighting one of the five letters A-B-C-D-E. The Classification Logo is determined using the Original Algorithm or the Updated Algorithm in accordance with the Rules of Use. The Classification logos are referred to as "packaging logos" in the Graphic Charter.

- A neutral logo, hereinafter referred to as the “**Neutral logo**”, developed solely for the purposes of generic communication, and presenting the nutritional scale, without a classification, associated with the word “Nutri-Score”. The Neutral Logo does not highlight any letters and corresponds to the “communication logo” in the Graphic Charter.

1.12 - “Products”: all commercial foods for which a nutrition declaration has been made, whether the nutrition declaration is the result of the mandatory nutrition declaration or is given on a voluntary basis in accordance with the European Regulation. As such, “**Source Products**” means products identified by a Holder Operator and “**Distributed Products**” means products identified by a Distributor Operator. The Source Products of a Holder Operator can thus be qualified as Distributed Products for a Distributor Operator.

1.13 - “Rules of Use”: this Regulation on the use of the Logo, as well as its ANNEXS, in particular the specific conditions applicable according to the Territories, excluding any other document.

1.14 - “European Regulation”: Regulation (EU) No 1169/2011 of the European Parliament and of the Council of 25 October 2011 on the provision of information on foodstuffs to consumers amending Regulations (EC) No 1924/2006 and (EC) No 1925/2006 of the European Parliament and of the Council and repealing Commission Directive 87/250/EEC, Council Directive 90/496/EEC, Commission Directive 1999/10/EC, Directive 2000/13/EC of the European Parliament and of the Council, Commission Directives 2002/67/EC and 2008/5/EC and Commission Regulation (EC) No 608/2004.

1.15 - “Regulator”: the public or private national authority which has an exclusive right over the Logo for its territory, under which the Regulator may establish specific conditions for the approval of Operators or the use of the Logo in the said Territory. The Regulators are identified by Territory in ANNEX 3: List of rights, countries and Regulators of the Rules of Use. If the Regulator delegates tasks to third parties under contract, this shall be noted in ANNEX 3 or the respective ANNEX for the Territory.

1.16 - “Santé Publique France”: the National Public Health Agency, a public administrative institution of the State, represented by its Director General, exclusive owner of the Logo and the related intellectual property rights, the Regulator competent for France.

1.17 - “Territory”: the Member States of the European Union, the States of the European Economic Area and third countries recognising Union intellectual property rights over the Logo, in which the use of the Logo is subject to the Rules of Use.

Article 2. SUBJECT AND SCOPE

2.1. Purpose

The purpose of the Rules of Use is to define the terms and conditions of use of the Logo by the Holder Operator or by the Distributor Operator according to the categories of Products.

2.2. Acceptance

An Operator who wishes to use the Logo on a Territory must file an Application with the Regulator competent for that Territory or, failing that or in the event of a Request for more than one Territory, with Santé Publique France, which will transmit it to the different Regulators. Only an Operator may affix the Logo in accordance with the terms of use set out below. The submission of an Application implies unconditional acceptance of these Rules of Use.

Some exceptional uses of the Logo are provided in the Rules of Use for third parties who are not Operators. Any use of the Logo by such third parties constitutes formal acceptance of the Terms of Use.

2.3. Contractual hierarchy

The Rules of Use consist, in order of decreasing contractual priority, in (i) the Rules of Use, (ii) ANNEXES 1 to 3 and (iii) according to the Territories, specific conditions applicable to those Territories and set out in ANNEXES 4 et seq. These contractual documents constitute a contractual set and the entire relationship between the Operator, the Regulator and Santé Publique France, excluding any other document.

The main purpose of the ANNEXES Territories set out in ANNEXES 4 et seq. is to clarify the conditions for the application of the Rules of Use in the territories. In any event, in the event of contradictions between the Rules of Use and its ANNEXES, the conditions of the Rules of Use and in particular the Union law applicable to the Rules of Use take precedence over the conditions of the ANNEXES. In the event of a change to an ANNEX, the latest version of the ANNEX published with the Rules of Use shall prevail over the other versions.

Article 3. IDENTIFICATION AND OWNERSHIP OF THE LOGO

The “Nutri-Score” logo was designed by Santé Publique France in compliance with the European Regulation. It aims to help consumers take into account the nutritional quality of the products they purchase by classifying the food on a 5-level nutritional scale, calculated in accordance with the conditions of ANNEX 1: Specifications of these Rules of Use.

It consists of 5 Classification Logos and 1 Neutral Logo.

The Operator acknowledges that (i) Santé Publique France is the full owner of the Logo and the sole holder of the intellectual property rights to the Logo and that (ii) the Regulators have an exclusive right to the Logo for their respective Territories. As such, each Regulator has the right to register the Operator’s Application and to authorise the Operator’s use of the Logo for the Territory for which it is competent. The right(s) of use of the Logo granted under the Rules of Use do(es) not affect any transfer of ownership rights to the Logo.

Article 4. BENEFICIARIES OF A RIGHT TO USE THE LOGO

4.1. Eligible persons

The use of the Logo is reserved for Operators, natural or legal persons, manufacturers and distributors of Products placed on the markets of the Territories, subject to compliance with the conditions of the Rules of Use.

By way of exception, the public administrations and establishments of the Territories concerned have a right of use of the Logo, for the purposes of public action in the field of health, and outside the competitive field. By way of derogation from Articles 4.2 and 4.3, the administrations and establishments concerned must make a request for exceptional use by e-mail to the Regulator competent in their territory before any use of the Logo.

As an exception, software and application publishers have the right to use the Logo for the purpose of assisting Operators or informing the public. By way of derogation from Articles 4.2 and 4.3, the software and application publishers concerned must make a request for exceptional use by email to the Regulator competent in their Territory before any use of the Logo.

In all cases, ANNEX 2: Graphic Charter associated with the Logo must be expressly respected by all Operators and third parties benefiting from derogations.

4.2. Procedure for obtaining a right of use for Source Products

The Application made by the Operator must in particular comply with the special conditions applicable to the Territory referred to for the use of the Logo as set out in ANNEX 4 et seq. In the absence of a Regulator competent for the Territory covered by the Operator, the Operator may register pursuant to the procedure called "*Registration procedure for the operator to obtain the right to use the registered collective trademark "Nutri-Score"*":

https://www.demarches-simplifiees.fr/commencer/ns_international_registration_procedure

The same applies if the Regulator competent for the territory covered by the Operator has not established its own Application for Registration procedure. For reasons of clarity, the use of the above-mentioned procedure: "*Registration procedure for the operator to obtain the right to use the registered collective trademark "Nutri-Score"*" in respect of a Territory in which the Regulator has not established its own Application for Registration procedure shall not prejudice the other rights and obligations of such Regulator provided for in these Rules of Use.

In any event, the Application shall contain at least the following three (3) elements:

- Identification of the applicant Operator and its activity;
- The details in categories of the Source Products concerned by the use of the Logo as well as the intellectual property rights it holds in respect of said Source Products; and
- The commitment to use the Logo on the Territory for all Source Products it places on the market under the trademark(s) it registers as a Holder Operator, in compliance with the Rules of Use.

Each Regulator concerned, provided that the Regulator has established its own Application for Registration procedure for its Territory, shall register this Application and grant the Operator a right to use the Logo on Source Products and for its Territory, in accordance with the Rules of Use and ANNEXES 4 et seq. applicable to the Territories covered by the Application.

4.3. Procedure for obtaining a right of use for Distributed Products

Any Operator who has submitted an Application for Registration under Article 4.2 above may also enjoy, before the same Regulator and in the same Territory, a restricted license to use the Logo in relation to Distributed Products subject to the following suspensive condition.

The license for use is only extended to Distributed Products provided that the Distributor Operator delivers, at least three months in advance, a notice to the Holder Operator and/or Third Party Holder Operator with intellectual property rights in the Distributed Products of the Distributor Operator's intention to use the Logo in relation to the Distributed Products.

The Distributor Operator undertakes to use the Logo only for those categories of Distributed Products (i) for which prior notice has been given to the Holder Operator or Third Party Holder Operator holding intellectual property rights in the Distributed Products and (ii) in respect of which it makes lawful commercial use.

Thus, if the conditions of operation and/or distribution of the Distributed Products preclude the Distributor Operator from making use of the Logo, the license of the Distributor Operator for use of the Logo will be deemed void for these Distributed Products and the Distributor Operator shall not have the rights of use of the Logo for those products.

The Distributor Operator is solely responsible for prior notification to the Holder Operator or Third Party Holder Operator with intellectual property rights in the Distributed Products, and its use of the Logo, at its own risk. The license to use the Logo in relation to the Distributed Products includes other prerequisites, listed below and in ANNEXES 4 et seq. according to the Territories.

Following the advance three-month notice by the Distributor Operator provided for in this Article 4.3 of the Rules of Use, the Holder Operator may not object to the use by the Distributor Operator of the Logo in relation to the Distributed Products unless (i) the contractual conditions between the Holder Operator and the Distributor Operator provide otherwise and/or (ii) the Distributor Operator is in breach of these Rules of Use.

4.4. Change of circumstances affecting the Operator and its right of use

The Operator undertakes to inform the competent Regulator of any change affecting its quality or changing any of the characteristics declared when registering its Application. In this regard, it shall keep the list of Source Products referred to in its Application up to date.

The right of use of the Logo on a Product ceases from the withdrawal of the Product, whether this withdrawal is voluntarily declared by the Operator when updating the Application or it results from the application of Article 12.2 of the Rules of Use.

These changes shall be registered with the Regulator competent for the Territory, in accordance with the conditions set out in ANNEXES 4 et seq. applicable to that Territory.

If the Operator no longer meets the requirements of the Rules of Use, the right of use of the Logo is terminated in accordance with Article 12.2 of the Rules of Use.

Article 5. LICENSE TO USE THE LOGO

The right of use granted by a Regulator for a Territory must comply with the conditions of this Article 5 within the context of an obligation of achieving results. Any violation by the Operator may result in the partial or total termination of the right(s) of use granted to the Operator with regard to the Logo, pursuant to Article 12 of the Rules of Use.

5.1. Rights of use of the Logo on Source Products

The right of use of the Logo on Source Products is granted by the Regulator to the Holder Operator on the Territory, after the receipt of an Application:

- principally, to be affixed to Source Products in accordance with the conditions of Article 6.1.
- in addition, for the purposes of generic communication or promotional communication on a Source Product in accordance with the conditions of Article 7.

The use of the Logo for the purposes of Generic Communication or promotional communication on a Source Product is granted only to the extent that the Operator uses the Logo on Source Products primarily, in accordance with the terms and time frames of implementation provided for in these Rules of Use. Under no circumstances is the Operator allowed to use the Logo only to communicate on or promote the Source Products.

5.2. Rights of use of the Logo in relation to the Distributed Products

The right of use of the Logo in relation to the Distributed Products is granted by the Regulator to the Distributor on the Territory, as from the lifting of the suspensive condition and provided that the Distributor makes lawful commercial use of it and complies with its rights in the Distributed Products:

- principally, to be used in connection with the Distributed Products (without direct affixing of the Logo to the Distributed Products) subject to (i) the respect of the intellectual property rights of the Holder and/or the Third Party Operator and (ii) the conditions of Article 6.2;
- in addition, for the purposes of generic communication or promotional communication on a Distributed Product in accordance with the conditions of Article 7.

The use of the Logo for the purposes of Generic Communication or promotional communication on a Distributed Product is granted only to the extent that the Distributor uses the Logo in relation to Distributed Products primarily, in accordance with the terms and time frames of implementation provided for in these Rules of Use. Under no circumstances may the Distributor (i) use the Logo solely to communicate or promote Distributed Products or (ii) use the Logo for Distributed Products until the suspensive condition has been lifted.

5.3. Non-exclusivity

The Rules of Use do not confer any exclusive right of use of the Logo for the benefit of the Operator.

5.4. Personal aspect

The right of use of the Logo is strictly personal. Under no circumstances may it be transferred or transmitted by the Operator, by any means whatsoever.

5.5. Free of charge

The right of use of the Logo is granted to the Operator free of charge.

Article 6. TERMS OF USE OF THE CLASSIFICATION LOGO

6.1. Conditions specific to Source Products

6.1.1 Scope

If the Holder Operator decides to use the Classification Logo on one or more of its trademarks pursuant to Article 5.1 of the Rules of Use, it is required to use the Classification Logo on all categories of Products that it places on the market under its trademarks listed in the Rules of Use.

The Operator then has 24 months from the date of its registration with the Regulator to comply with all the provisions of the Rules of Use for Source Products in the relevant Territory. If the number of references committed is greater than or equal to 2 000, this period shall be extended to 36 months, with a threshold of 80 % of the products affixing the Classification Logo within 24 months.

Promotional communications in connection with a Source Product must necessarily use the appropriate Classification Logo, in accordance with the conditions of Article 7 below.

6.1.2 Choosing the Classification Logo on Source Products

- Exclusive Use of the Classification Logo

Principally, only the use of a Classification Logo is permitted for the use of the Logo. Under no circumstances may the Operator affix the Neutral Logo to its Source Products.

- Classification of the Product in the Nutrition Scale:

The choice of the appropriate Classification Logo for each Source Product is determined by the Operator in accordance with ANNEX 1: Specifications. The use of the Classification Logo is inseparable from the calculation of the nutritional score of each Source Product and its result, in accordance with these Specifications. The Operator is solely responsible for calculating the nutritional score.

- Modification of the Algorithm

The Effective Date of the Updated Algorithm in all Territories is 31 December 2023, subject, if applicable, to the provisions of the ANNEXES Territories set out in ANNEXES 4 et seq.

Prior to the entry into force of the Updated Algorithm, the Operator must use the Classification Logo for its Products in accordance with the Original Algorithm.

Upon the entry into force of the Updated Algorithm, the Classification Logo of all Products newly placed on the market by an Operator shall be calculated according to the Updated Algorithm. Upon the entry into force of the Updated Algorithm, the Classification Logo of all Products marketed by an Operator under its trademark registered in a Territory after the entry into force of the Updated Algorithm shall be calculated according to the Updated Algorithm.

However, subject, as the case may be, to the provisions of the ANNEXES Territories set out in ANNEXES 4 et seq., the Classification Logo of Products that have already been manufactured or placed on the market and on which a Classification Logo has been affixed before the Effective Date of the Updated Algorithm may be calculated in accordance with the Original Algorithm for a period of twenty-four (24) months after that entry into force, provided that the Operator complies with all the provisions of the Rules of Use during this transitional period. At any time during this transitional period of twenty-four (24) months, the Operator may decide to calculate the Classification Logo of its Products in accordance with the Updated Algorithm.

The Operator is solely responsible for the use of the appropriate algorithm. In particular, the Operator must ensure that, twenty-four (24) months after the entry into force of the Updated Algorithm, all its Products placed on the market or remaining on the market bear the appropriate Classification Logo, calculated according to the Updated Algorithm.

During this transitional period of twenty-four (24) months, the Operator must follow and control which Algorithm, between the Original Algorithm and the Updated Algorithm, is used to determine the Classification Logo of its Products on the market. The Operator undertakes to mention to the consumer, at the simple request of the latter, and to the Regulator, at the simple request of the latter, which Algorithm, between the Original Algorithm and the Updated Algorithm, has been used to determine the Classification Logo of any of its Products.

6.1.3 License to use the Classification Logo on Source Products

When the suspensive condition of Article 4.3 is lifted, the Holder Operator shall grant to the Distributor Operators (i) registered in the Rules of Use and (ii) with commercial use rights of the appropriate Source Products, a limited, non-assignable, irrevocable, non-transferable right, excluding the granting of a sub-licence, to use the image and name of the Source Products in association with their respective Classification Logos, for the sole purpose of exercising the rights of use of the Logo, free of charge, worldwide and for the duration of the registration of the Holder Operator in the Rules of Use. Pursuant to this license, Distributor Operators may use the Source Products as Distributed Products, together with the Classification Logos assigned by the Holder Operators.

6.2. Conditions specific to Distributed Products

6.2.1 Scope

If the Distributor Operator decides to use the Classification Logo in relation to one or more Distributed Products pursuant to Article 5.2 of the Rules of Use, it is obliged, before any exercise of a right to the Logo, to take back and use the Classification Logo chosen by the Holder Operator for these Distributed Products, pursuant to the license of use granted by the Holder Operator under Article 6.1.3 of the Rules of Use. It is expressly specified that in this situation, the Distributor Operator may not assign another Classification Logo other than that assigned by the Holder Operator to these Distributed Products.

During the twenty-four (24) month-long transition period following the coming into force of the Updated Algorithm pursuant to Article 6.1.2 of the Rules of Use, the Holder Operator shall remain the sole decision-maker on the use of either the Original Algorithm or the Updated Algorithm for its Products that were manufactured or placed on the market before the Effective Date of the Updated Algorithm, and the Distributor is bound by the decision of the Holder Operator. In the event that the Classification Logo of a particular Product is modified due to the Updated Algorithm, the Holder Operator undertakes to notify the Distributor Operators in advance and within a reasonable time to mention (i) the Classification Logo chosen by the Holder Operator, and (ii) the exact date on which this change will be effective. The modification of a Classification Logo for a Distributed Product must be made at the same time as the modification of the Classification Logo for the corresponding Source Product.

If the holder(s) of the intellectual property rights have not registered pursuant to the Rules of Use as Holder Operator(s), the Distributor Operator must inform such holders prior to any use of the Logo in relation to the Distributed Products as provided for in Article 4.3.

6.2.2 Advance notice of use to Third Party Holder Operators

The advance notice of Article 4.3 may include the list of categories of Distributed Products covered by the Distributor Operator whose third party holds the intellectual property rights, the possibility for the Third Party Holder Operator to submit an Application as a Holder Operator in order to determine the Classification Logo of Distributed Products, and if the Distributor Operator has the necessary data, details of the nutrition score calculated by the Distributor Operator and the corresponding Classification Logo that the Distributor Operator intends to affix to each Distributed Product.

As of the entry into force of the Updated Algorithm, the Distributor Operator will determine, if applicable, the Classification Logo of the Third Party Holder Operator's marketed Products according to the Updated Algorithm, and not according to the Original Algorithm. In the event that a Distributor Operator has notified a Third Party Holder Operator, a Classification Logo calculated in accordance with the Original Algorithm, the Distributor Operator shall notify the Third Party Holder Operator of the new Classification Logo in writing prior to the coming into force of the Updated Algorithm, to the extent that the Classification Logo assigned to the Products is modified as a result of the coming into force of the Updated Algorithm. This written notification to the Third Party Holder Operator shall not be considered as prior notice within the meaning of Article 4.3 of the Rules of Use.

6.2.3 Choosing the Logo in relation to Distributed Products

If the Distributor Operator has fulfilled the conditions of Article 6.2.1 and, where applicable, Article 6.2.2, and has the necessary nutritional information, then it may exercise the rights in Article 5.2 of the Rules of Use as follows:

- the Distributor Operator may assign the Classification Logo in relation to the Distributed Products (in particular by any separate labelling or shelving information medium of the Distributed Products), but cannot affix the Classification Logo to the Distributed Products itself; and
- the Distributor Operator may exercise its promotional communication right by assigning the Classification Logo to the Distributed Products on its communication media, under the following detailed conditions.

If the Distributor Operator does not have the data necessary to calculate the nutrition score and assigns a Classification Logo to a Distributed Product in accordance with the Specifications, then the Distributor Operator cannot use a Classification Logo.

In any case, the Distributor Operator cannot use the monochrome Neutral Logo with Distributed Products.

Any response by the Third Party Holder Operator to the advance notice of the Distributor Operator does not constitute an Application for Registration within the meaning of the Rules of Use. If an Operator has already submitted an Application for Registration for Distributed Products that have already been classified pursuant to the Rules of Use, the Distributor Operator will use the Classification Logo assigned to the Products Distributed by the Holder Operator in accordance with this Application for Registration, and must replace the Classification Logo on all its labels, racking media and communication media within one (1) month of receipt of the Application by the Regulator.

Article 7. USE OF THE LOGO FOR COMMUNICATION PURPOSES

7.1. *Generic communications and promotional communications*

Unless the Regulator establishes special conditions for the use of the Logo for the purposes of Generic Communication and/or Promotional Communication for the Territory concerned in ANNEXES 4 et seq., the Operator undertakes to reproduce and use the Logo only from the media, documents and files transmitted by the Regulator and in compliance with the Graphic Charter in ANNEX 2: Graphic Charter.

The Operator recognises and accepts that the Generic Communication on the logo excludes any promotional communication about a Product, and more generally any attribution or presentation of a Classification Logo as applied or applicable to a Product. Any breach of this obligation is at the Operator's risk and may result in the termination of its right of use for the Product concerned pursuant to Article 12.3 of the Rules of Use.

7.2. Graphic Charter

The Regulator shall transmit to the Operator all the media, documents and files necessary for the use of the Logo. The Operator undertakes to reproduce the Logo in its entirety as in the intellectual property rights registered in the Territory (listed in ANNEX 3: List of rights, countries and Regulators) and to ensure at all times that its use of the Logo complies with ANNEX 2: Graphic Charter.

The Operator undertakes not to make any modification, addition or deletion on the Logo and undertakes, in particular, without this list being exhaustive:

- To not reproduce separately any part of the Logo, and in particular to not reproduce the graphic elements alone or the name of the Logo alone;
- subject to the adjustments provided for in the Graphic Charter and in particular those relating to the result of the nutrition score (see Article 6 above), to not modify:
 - o the graphical characteristics of the Logo, both in terms of shape and colour,
 - o the position of the figurative elements in relation to each other, and/or
 - o the typography of the Logo; and
- to not to add to the Logo, in particular not to include any caption, text or any other indication that is not part of the Logo.

7.3. Mandatory information on the promotional communication media of Distributed Products

If the Distributor Operator uses the Classification Logo assigned by the Holder Operator to Distributed Products, then the Distributor Operator must indicate on any promotional information or communication medium including the Distributed Product, by any appropriate means adapted to the format of the medium, that the Classification Logo has been awarded by the Holder Operator, under the sole responsibility of the Holder Operator.

If the Distributor Operator uses the Classification Logo it has assigned to a Distributed Product in accordance with the prior notice procedure set out in Article 6.2 of the Rules of Use, then the Distributor Operator shall indicate on any information or promotional communication medium including the Distributed Product, by any appropriate means adapted to the format of the medium, that the Classification Logo has been awarded by the Distributor Operator, independently of the Holder Operator and under the sole responsibility of the Distributor Operator.

7.4. Use of the Classification Logo in promotional communications

The Operator undertakes to use the Classification Logo in accordance with the Rules of Use, in a fair manner and without causing any confusion during promotional communications. The Classification Logo can only be associated with one Product. All Operators are prohibited from using the Classification Logo for a group of Products, unless each Product in that group has the same Classification Logo.

Any breach of this obligation is at the Operator's risk and may result in the termination of its right of use for the Product concerned pursuant to Article 12.3 of the Rules of Use.

Article 8. LIMITS OF USE

8.1. Respect of the Logo during exploitation

The Operator shall, throughout its use of the Logo, comply with the requirements set out in the Rules of Use.

8.2. Respect of the rights to the Logo

The Operator undertakes not to file, in any capacity (trademark, industrial design, etc.) in any territory whatsoever, signs or logos identical or similar to the Logo which may infringe the intellectual property rights of Santé Publique France to the Logo. In particular, it is forbidden to file any trademark or industrial design incorporating, in whole or in part, the Logo, in particular within a more complex sign.

The Operator undertakes not to develop, use or exploit, in any capacity and in any territory whatsoever, signs identical or similar to the Logo, which may infringe Santé Publique France's intellectual property rights to the Logo.

The Operator undertakes not to reserve domain names, in any extension whatsoever, using or imitating the verbal elements of the Logo or likely to infringe the intellectual property rights of Santé Publique France.

8.3. Respect for the use of the Logo

An Operator is expressly prohibited from presenting the use of the Logo as mandatory and not, at the discretion of the Regulator on the Territory concerned in accordance with Articles 35 and 36 of the European Regulation, as a supplementary presentation of the Declaration or as information provided on a voluntary basis. An Operator is expressly prohibited from forcing a third party to submit an Application to a Regulator.

Santé Publique France and the Competent Regulator disclaim any liability for any request, action or complaint brought by a third party because of the comments, actions or omissions of an Operator violating these prohibitions on a Territory. Any violation of these prohibitions may lead to a sanction of the Regulator, without prejudice to the sanctions of Santé Publique France.

The Operator undertakes not to use the Logo for political, controversial, contrary to public policy or morality purposes or likely to infringe rights recognised by law and, in general, not to associate the Logo with actions or activities likely to harm or harm Santé Publique France and/or Regulators, in particular any conduct that may be directly or indirectly associated with acts of infringement or unfair competition, including customer misappropriation, denigration or misleading commercial practices.

8.4. Control and transmission

The Operator agrees that Santé Publique France and/or any Regulator competent for the Territory on which it has submitted its Application may, as the holder and exclusive licensee of the Logo on the Territory, respectively, conduct any audit in order to monitor compliance with the Rules of Use, directly or through any independent third party mandated for this purpose. In particular, the audit will verify the veracity of the Application and the technical documentation maintained by the Operator in relation to the actual and effective use of the Logo, and the proper use of the Algorithm in accordance with the Rules of Use.

Each Regulator is free to further determine the conditions of its audits on its Territory in ANNEXES 4 et seq. of the Rules of Use. In any event, the Operator agrees that the Competent Regulator and/or Santé Publique France will have access, including on-site, to the facilities and infrastructures assigned to the use of the Logo, as well as to the information necessary to carry out the audit. The Operator agrees to answer any questions asked during the audit and to allow access, under the control of the

Operator, to all personnel, tools and means necessary for the audit. Each party shall retain the costs incurred in connection with the audit procedure.

The Operator acknowledges and accepts that Santé Publique France and the Regulators are required to cooperate with the administrative and judicial authorities of the Territories concerned, in particular those dedicated to compliance with consumer law and competition law, including through the transmission of the Request, technical documentation and audit reports, which the Operator expressly authorises.

In the event that the audit report reveals a failure of the Operator to comply with its obligations under the Rules of Use, Santé Publique France and/or the Regulator may, at their discretion, take any measure or sanction against the Operator in order to sanction and/or remedy the deficiency.

8.5. Technical documentation

Each Regulator is free to determine further, in ANNEXES 4 et seq. of the Rules of Use, the conditions of presentation and the content of the technical documentation that the Operator is supposed to create and maintain on his use of the Logo within the Territory.

Article 9. INFORMATION AND PROMOTION

All acts of use, promotion and information relating to the Logo by the Operator must comply with the regulations of use, the laws and regulations in force and must not infringe either the rights to the Logo of Santé Publique France, nor the rights granted to the Regulator in the Territory, or their image or interests.

Santé Publique France, the Regulators or the public authorities may be required to communicate about companies committed to the Logo and their brands concerned in the form of press releases, press kits, on their proprietary media, in interviews, events, etc. The Operator accepts that Santé Publique France, the Regulators or the public authorities shall communicate about its commitment to the Logo and its brands concerned. For this purpose, the Operator grants to Santé Publique France, the Regulators and the public authorities, from the date of its Application and for the duration of the Operator's registration, a non-exclusive, non-sublicensable, free and worldwide license to use the trademarks concerned by the Logo for their own information and promotion needs. Alternatively, it may inform the Regulator(s) concerned within two (2) weeks of receipt of the registration of the right of use on the Logo.

Article 10. DURATION

The Operator is authorised to use the Logo in accordance with the Rules of Use, provided that it has had its Application validated and it has undertaken to comply with the Rules of Use and the ANNEXS thereof, from the date of receipt of the files allowing its use (subject to the procedure applicable to Distributed Products) and until the end of the legal protection of the intellectual property rights vested in Santé Publique France. It may be terminated by any sanction of the Regulator and/or Santé Publique France or in the cases of termination provided for in the Rules of Use.

The Regulator shall notify the Operator, by any means to attest to its receipt, two (2) months before the expiry date, of the end date of the legal protection on the Logo.

Article 11. AMENDMENT OF THE RULES OF USE

In the event of an amendment to the Rules of Use, the amended Rules of Use apply to Registered Operators before and after their coming into force, without prejudice to the possibility of the Operators to withdraw their Application.

In the event of a modification of the Rules of Use, the Regulators shall inform the Operators under the conditions set out below. In the event of modification of the conditions specific to a territory by the Competent Regulator, the Regulator will inform the Operators under the conditions set out below.

The Regulator shall notify the Operator of the changes by sending an e-mail to the address indicated by the Operator when registering his Application, and that the Operator shall always keep active or, failing that, shall inform the Regulator of its change.

The Operator is deemed to have read and accepted the new Rules of Use, unless otherwise notified by him by any means or termination of the use of the Logo within sixty (60) days of notification of the modification by the Regulator, the date of the notification email being authentic.

The Operator has a reasonable period of time set, if necessary, by Santé Publique France and/or the Regulator competent for the Territory concerned, to comply with the new provisions of the Rules of Use.

The Operator is authorised to continue to use the Logo, unless it no longer meets the new conditions after the reasonable deadline for compliance. In such a case, the non-exclusive sub-licensing granted to it shall be terminated in accordance with Article 12.2 of the Rules of User.

The Operator will not be entitled to any compensation as a result of the amendment of the Rules of Use.

Article 12. TERMINATION OF THE RIGHT OF USE OF THE LOGO

12.1. General provisions

The Operator has no vested right to maintain his right of use of the Logo.

The Operator shall not claim any compensation by reason of the termination of the right of use of the Logo for the reasons set out in this Article.

12.2. Termination of authorisation by the Operator

12.2.1 Change of circumstances affecting the validity of the registration

The right to use the Logo expires automatically and without notification from Santé Publique France and/or the competent Regulator as long as the Operator no longer meets the eligibility requirements laid down in Article 4 of the User Regulations.

The operator shall cease to manufacture and market Products bearing the Logo within three (3) months of the termination of the right of use. Within the same period, it must also stop affixing the Logo to its communication media and generally communicate on the Logo. In the same case, the Operator shall dispose of the stocks of the Products as soon as possible from the effective date of suspension and/or termination, (i) either within three (3) months for the Products Distributed without Logo Classification affixed (ii) until their respective expiry dates for the Products on which the Logo is affixed.

12.2.2 Non-compliance with the Rules of Use by the Operator

Each Regulator is free to either (i) establish its procedural rules and sanction scales or (ii) use existing rules in addition to the terms of the Rules of Use, provided that they are included or at least make clear reference to them in ANNEXES 4 et seq. of the ANNEX 4 et seq. of the Use Regulations specific to each Territory.

In the event of a failure by the Operator to comply with the provisions of the Rules of Use identified by Santé Publique France, Santé Publique France shall notify the Operator of the deficiencies identified by registered mail with acknowledgement of receipt, with a simple copy sent to the Regulator concerned, if necessary.

In the event of a breach identified by the Regulator, the Regulator shall apply the sanctions provided for in the specific conditions of ANNEX 4 et seq. applicable to the Territory or failing that, of this Article.

In any event, the notification of the breach addressed to the Operator shall include at least the time limit for compliance with the provisions of the Rules of Use and shall indicate whether the right of use is suspended until compliance. In the absence of compliance within the aforementioned period, the right of use of the Logo is automatically terminated solely because of the failure to comply with the request for compliance, without prior formal notice from Santé Publique France and/or the Regulator.

The suspension and termination of the right of use of the Logo entails an immediate obligation on the Operator to cease all use of the Logo and to remove any reference to the Logo from all his Products and communication media.

Consequently, the Operator shall cease to manufacture and market Products bearing the Logo immediately from the date of termination of the right of use of the Logo. Within the same period, he must also cease to affix the Logo to his information and communication media and generally inform or communicate on the Logo. The Operator shall dispose of the stocks of the Products as soon as possible from the effective date of suspension and/or termination, (i) either within three (3) months for the Products Distributed without Logo Classification affixed (ii) until their respective expiry dates for the Products on which the Logo is affixed.

12.2.3 Sanctions

Use not in accordance with the Rules of Use and continuing to use the Logo despite a decision of termination constitute unlawful acts that Santé Publique France and/or the Regulators can punish and for which they may seek redress before the competent courts.

12.3. Misuse of the Logo

In addition to the sanctions provided for in the preceding Articles, the unauthorised use of the Logo by an Operator or by a third party entitles Santé Publique France and/or the Regulators concerned to bring any legal action they deem appropriate against it and in compliance with the legislation in force.

Article 13. DEFENSE OF THE LOGO

The Operator undertakes to report immediately to the Regulator and/or Santé Publique France any infringement of the rights on the Logo of which it is aware, in particular any act of counterfeiting, unfair competition, or parasitism.

It is up to Santé Publique France, together with the Regulators where appropriate, to decide to take, at their own expense, risk and peril, any civil or criminal action.

Consequently, any damages resulting from action taken by the Regulators and/or Santé Publique France on behalf of Santé Publique France will be borne exclusively by them, and consequently the Operator will not be entitled to claim any compensation.

Article 14. LIABILITY AND WARRANTIES

14.1. Operator Liability

The Holder Operator is solely responsible for any direct or indirect consequences that may result from its operation of the Logo on its Source Products. It is solely responsible, at its own risk, for (i) the accuracy, sincerity, relevance and conformity of its calculation of the nutritional score, (ii) the underlying use of the appropriate algorithm in the Territories in accordance with the Rules of Use, (iii) its choice of the Classification Logo for each of its Source Products, and (iv) the use and communication of such Source Products.

The Distributor Operator is solely responsible, at its own risk, for (i) the accuracy, sincerity, relevance and conformity of its calculation of the nutritional score (if any), (ii) the underlying use of the appropriate Algorithm in the Territories in accordance with the Rules of Use, and (iii) its choice of the Classification Logo for each Product distributed in accordance with the procedure set out in Article 6.2, as well as (iv) the use and communication of these Distributed Products, in particular if the Distributor Operator (a) did not have the necessary rights to make lawful commercial exploitation of the Distributed Products or (b) did not comply with all or part of the procedure set out in Article 6.2. The Distributor Operator is also responsible, during the commercial exploitation of the Distributed Products, for its use of the Classification Logo assigned to a Distributed Product by its Holder Operator, even if the Holder Operator is responsible for calculating the nutritional score and the choice of the Classification Logo for that Distributed Product.

In any event, the Operator acknowledges that any incorrect or incomplete use of the Logo, in particular (i) a calculation of the nutrition score which does not comply with all the rules of the Specifications and the Rules of Use, or is based on incomplete or distorted data in relation to the actual nutritional qualities of the Product, or which is not based on the use of the appropriate Algorithm or (ii) the award of an incorrect or inconsistent Classification Logo which does not correspond to the reality of the nutritional score of the Product, whether it results from unintentional conduct or is carried out deliberately to harm, or (ii) the attribution of an incorrect Classification Logo or one not corresponding to the reality of the nutrition score of the Product, whether it results from involuntary conduct or is carried out deliberately to harm, directly engages the sole responsibility of the Operator and is likely to constitute a misleading commercial practice under Union law and, in particular, Directive 2005/29/EC of 11 May 2005 concerning unfair business-to-consumer commercial practices as transposed in the Territories or any equivalent applicable law in the Territories. Santé Publique France and/or the Regulators disclaim any responsibility for such uses, in particular in the event of incorrect or misleading promotional information or communication by the Distributor Operator on a Distributed Product, which engages exclusively the liability of the Operator responsible for them.

Operators are solely responsible for the information they provide to consumers regarding the algorithm used to determine the Classification Logo, having regard to applicable laws and regulations. Operators must ensure that the modification of the Classification Logo due to the change in the calculation rules with the change from the Original Algorithm to the Updated Algorithm does not make the food information, within the meaning of the European Regulation, misleading, and more generally does not mislead consumers, in particular with regard to Directive 2005/29/EC of 11 May 2005 concerning unfair business-to-consumer commercial practices.

14.2. Operator Warranty

In the event that the liability of Santé Publique France and/or a Regulator is engaged by a third party due to the non-compliant use of the Logo by the Operator, the Operator undertakes to bear all costs and charges in lieu of Santé Publique France and the Regulator, which may be called a guarantee.

The Operator warrants in particular Santé Publique France and the Regulators concerned (i) that contracts or chains of contracts between the Operator and the holder of intellectual property rights in the Distributed Products, whether that holder is registered as a Holder Operator or not, do not preclude the exploitation of the right of use granted by Santé Publique France or the Regulators on the Logo for Distributed Products in Article 6.2, (ii) the absence of any confusion, in his communications (for information purposes or for promotional purposes), between Products or between the Products and other products and services, (iii) the absence of error or inaccuracy in the attribution and use of a Classification Logo in relation to a Product, as well as any false or misleading representation by the Operator, under which the Operator will indemnify, defend and relieve Santé Publique France from any liability, in respect of any damages, obligations, costs and expenses (including reasonable attorney's fees) and (iv) against any claim arising out of a claim by a third party (including a rights holder in a Product) alleging that all or part of the use of the Products in connection with the Logo pursuant to these Rules of Use is in breach of the intellectual property rights of that third party or constitutes a fault in tort by Santé Publique France and/or the Regulator, in particular in respect of unfair or free riding competition.

The Operator shall be required to withdraw from the market as soon as possible any product which does not comply with the standards in force in the Territory(ies).

14.3. Santé Publique France Warranty

Santé Publique France gives no warranty other than that resulting from its personal liability and the material existence of the Logo and that, to its knowledge and the date of entry into force of the Rules of Use, the Logo has not been the subject of any claim of rights. The Operator acknowledges in general knowledge of uncertainties as to the availability and, in general, with regard to the validity of the marks and designs, and therefore accepts this authorisation for use in full knowledge of the facts, at his own risk. Consequently, in the event that Santé Publique France loses its rights to the Logo at the request of a third party, regardless of the cause of the loss of rights and its legal characterisation (nullity, infringement...), the Operator undertakes not to incur liability of Santé Publique France and not to claim any damage and interest from Santé Publique France.

The Regulators are free to offer different guarantees within the specific conditions applicable to their territories in ANNEXES 4 et seq. of the Rules of Use.

Article 15. APPLICABLE LAW

These Rules of Use are subject to Union law, regardless of the place of use of the Logo by the Operator. The Rules of Use have specific conditions for each Territory in ANNEXES 4 et seq., to which the national law of that Territory applies. In the event of contradiction, the law of the Rules of Use takes precedence over that of its ANNEXES.

Article 16. COMPETENT JURISDICTION

Any dispute arising out of the interpretation or enforcement of these Rules of Use shall be brought before any competent court of the Territory(ies) concerned.

Article 17. SETTLEMENT OF DISPUTES

Santé Publique France does not settle any disputes between Operators or between an Operator and/or a Regulator and/or a third party (the parties). If Santé Publique France has access to proof of a violation of the Rules of Use, assessed at the discretion of Santé Publique France, Santé Publique France may take any appropriate measures, including provisional or protective measures, in particular in the light of Article 12 of the Rules of Use, in order to put an end to the contractual breach as soon as possible. The Regulators may also take, in the event of a breach found in the Territory over which they have jurisdiction, any appropriate measure, assessed at their discretion, including provisionally or as a precaution, in order to put an end to the breach of contract as soon as possible.

ANNEXE 1: Specifications

ANNEX 1-A: Specifications of the Original Algorithm

Editorial changes have been made to the description of the Original Algorithm to ensure greater consistency with the description of the Adapted Algorithm in Annex 1B.

In order to establish the classification of a food product on the 5-colour nutritional scale, manufacturers and distributors must comply with the following calculation rules, which will be implemented successively:

- Calculation of the nutrition score of the food product;
- Classification of the food product on the 5-colour nutritional scale based on the calculated nutrition score.

1) Calculation of the nutrition score of the food product

The nutrition score is calculated in the same way for all food products (with specific rules for cheeses), with the exception of animal and vegetable fats and beverages¹. For these categories of food products, the adaptations referred to in point 1-b must be taken into account.

1-a General case

The nutrition score of food products is based on the calculation of a single overall score which takes into account, for each food product:

- a “negative” component N
- a “positive” component P

- Component N of the score takes into account nutritional elements whose consumption must be limited: energy, saturated fatty acids, sugars and sodium. For each of these items, points 1 to 10 are allocated according to the content per 100 g of food product (see Table 1). The negative component N corresponds to the sum of these points and can therefore vary from 0 to 40.

Table 1: Points awarded to each of the elements of negative component N

Points	Energy (KJ/100g)	Saturated fatty acids (g/100 g)		Sugars (g/100 g)	Sodium* (mg/100 g)
0	≤ 335	≤ 1		≤ 4.5	≤ 90
1	> 335	> 1		> 4.5	> 90
2	> 670	> 2		> 9	> 180
3	> 1005	> 3		> 13.5	> 270
4	> 1340	> 4		> 18	> 360
5	> 1675	> 5		> 22.5	> 450
6	> 2010	> 6		> 27	> 540
7	> 2345	> 7		> 31	> 630
8	> 2680	> 8		> 36	> 720
9	> 3015	> 9		> 40	> 810
10	> 3350	> 10		> 45	> 900

¹ The list of products included in each of these categories is detailed in the Questions & Answers, available [online](#).

* the sodium content corresponds to the salt content mentioned in the mandatory nutrition declaration divided by 2.5.

- Component P is calculated on the basis of the amount of fibre, protein, fruit, vegetables, pulses, nuts and oils from rapeseed, nuts and olives² contained in the food product. For each of these items, points from 1 to 5 are allocated according to the content per 100 g of food product (see Table 2). The positive component P corresponds to the sum of these points and can therefore vary from 0 to 15.

Table 2: Points awarded to each of the elements of positive component P

Points	Protein (g/100 g)	Fibre (g/100 g)	Fruits, vegetables, pulses, nuts, oils from rapeseed, nuts and olives* (%)
0	≤ 1.6	≤ 0.9	≤ 40
1	> 1.6	> 0.9	> 40
2	> 3.2	> 1.9	> 60
3	> 4.8	> 2.8	-
4	> 6.4	> 3.7	-
5	> 8.0	> 4.7	80

* fruits, vegetables, pulses and nuts contain many vitamins (especially vitamins E, C, B1, B2, B3, B6 and B9 as well as provitamin A)

The list of fruits, vegetables, pulses, nuts and oils from rapeseed, nuts and olives included in this component is detailed in the Questions & Answers, available [online](#).

👉 Calculation of the nutrition score

Based on the score for component N, the final nutrition score is calculated as follows:

- If the total of component N is less than 11 points or if the product is cheese, then the nutritional score is equal to the total points of component N from which the total of component P is deducted.

Nutrition score = total N points - total P points

- If the total of component N is greater than or equal to 11 points and
 - If the total points for “Fruits, vegetables, pulses, nuts and oils from rapeseed, nuts and olives” is equal to 5, then the nutrition score is equal to the total points of component N from which the total of component P is deducted.
Nutrition score = total N points - total P points
 - If the total points for “Fruits, vegetables, pulses, nuts, oils from rapeseed, nuts and olives” is less than 5, then the nutritional score is equal to the total points of component N from which the sum of the points for “Fibres” and “Fruits, vegetables, pulses, nuts, oils from rapeseed, nuts and olives” is deducted. The protein content is thus not taken into account in the calculation of the nutritional score in this case.

² The list of fruits, vegetables, pulses, nuts and oils from rapeseed, nuts and olives included in this component is detailed in the Questions & Answers, available [online](#).

Nutrition score = total N points - “Fibres” points - “Fruits, vegetables, pulses, nuts, oils from rapeseed, nuts and olives” points

1-b Special cases

In order to take into account the specific nutritional composition of certain categories of products and to align their classification according to Nutri-Score with dietary recommendations, some adaptations of the algorithm have been made.

↳ Animal and vegetable fats: The points allocation table for saturated fatty acids is replaced by a scorecard with the saturated fatty acid/lipid ratio (see Table 3).

Table 3: Points allocation table with the saturated fatty acid/lipid ratio in the particular case of animal and vegetable fats*

Points	Ratio Saturated fatty acids/lipids
0	<10
1	<16
2	<22
3	<28
4	<34
5	<40
6	<46
7	<52
8	<58
9	<64
10	≥64

*The scorecard with the “saturated fatty acids/lipid ratio” in the case of animal and vegetable fats replaces the column “saturated fatty acids” used in the general case. The other columns (energy, sugars, sodium, fruits, vegetables, pulses, nuts and oils from rapeseed, nuts and olives, fibre and protein) are identical and should be taken into account.

The list of products included in the category “animal and vegetable fats” is detailed in the Questions & Answers, available [online](#).

↳ Beverages: The scores for drinks are calculated using a specific point allocation table for energy, sugars and fruits, vegetables, pulses, nuts and oils from rapeseed, nuts and olives (see Table 4).

Table 4: Points allocation table for beverages*

Points	Energy (kJ/100 g or 100 mL)	Sugars (g/100 g or 100 mL)	Fruits, vegetables, pulses, nuts, oils from rapeseed, nuts and olives (%)
0	≤ 0	≤ 0	≤ 40
1	≤ 30	≤ 1.5	
2	≤ 60	≤ 3	> 40
3	≤ 90	≤ 4.5	
4	≤ 120	≤ 6	> 60

5	≤ 150	≤ 7.5	
6	≤ 180	≤ 9	
7	≤ 210	≤ 10.5	
8	≤ 240	≤ 12	
9	≤ 270	≤ 13.5	
10	> 270	> 13.5	> 80

* The points allocation table for beverages replaces the columns for energy, sugars and fruit, vegetables, pulses, nuts and oils from rapeseed, nuts and olives for the columns used in the general case. The other columns (saturated fatty acids, sodium, fibre and protein) are identical and should be taken into account.

The list of products included in the category “Beverages” is detailed in the Questions & Answers, available [online](#).

2) Classification of the food product on the 5-colour nutritional scale based on the calculated nutrition score according to 1).

2-a General case

In the general case, the Nutri-Score is assigned according to the following thresholds:

Score thresholds	Class	Colour
Min to - 1	A	Dark green
0 to 2	B	Light green
3 to 10	C	Yellow
11 to 18	D	Light orange
19 to max	E	Dark orange

2-b Special case for beverages

For beverages, Nutri-Score is awarded according to the following thresholds:

Score ranges	Class	Colour
Water	A	Dark green
Min to - 1	B	Light green
2 to 5	C	Yellow
6 to 9	D	Light orange
10 to max	E	Dark orange

ANNEX 1-B: Specifications of the Updated Algorithm

In order to establish the classification of a food product on the 5-colour nutritional scale, manufacturers and distributors must comply with the following calculation rules, which will be implemented successively:

- Calculation of the nutrition score of the food product;
- Classification of the food product on the 5-colour nutritional scale based on the calculated nutrition score.

1) Calculation of the nutrition score of the food product

The nutrition score is calculated in the same way for all food products (with specific rules for cheeses and red meats), with the exception of “animal and vegetable fats, nuts and seeds” and beverages³. For these categories of food products, the adaptations referred to in point 1-b must be taken into account.

1-a General case

The nutrition score of food products is based on the calculation of a single overall score which takes into account, for each food product:

- a “negative” component N
- a “positive” component P

- Component N of the score takes into account nutritional elements whose consumption must be limited: energy, saturated fatty acids, sugars and salt. According to these items, points from 1 to 20 are allocated according to the content per 100 g of food product (see Table 5). The negative component N corresponds to the sum of these points and can therefore vary from 0 to 55.

Table 5: Points awarded to each of the elements of negative component N

Points	Energy (KJ/100g)	Saturated fatty acids (g/100 g)	Sugars (g/100 g)	Salt (g/100 g)
0	≤ 335	≤ 1	≤ 3.4	≤ 0.2
1	> 335	> 1	> 3.4	> 0.2
2	> 670	> 2	> 6.8	> 0.4
3	> 1005	> 3	> 10	> 0.6
4	> 1340	> 4	> 14	> 0.8
5	> 1675	> 5	> 17	> 1
6	> 2010	> 6	> 20	> 1.2
7	> 2345	> 7	> 24	> 1.4
8	> 2680	> 8	> 27	> 1.6
9	> 3015	> 9	> 31	> 1.8

³ The list of products included in each of these categories is detailed in the Questions & Answers, available [online](#).

10	> 3350	> 10	> 34	> 2
11			> 37	> 2.2
12			> 41	> 2.4
13			> 44	> 2.6
14			> 48	> 2.8
15			> 51	> 3
16				> 3.2
17				> 3.4
18				> 3.6
19				> 3.8
20				> 4

- Component P is calculated on the basis of the amount of fibre, protein, fruit, vegetables and pulses⁴ contained in the food product. According to these items, points from 1 to 7 are allocated according to the content per 100 g of food product (see Table 6). The positive component P corresponds to the sum of these points and can therefore vary from 0 to 17.

For red meat and products derived from it, the number of points for proteins is limited to 2. The positive component P can therefore vary from 0 to 12 points.

Table 6: Points awarded to each of the elements of positive component P

Points	Proteins* (g/100 g)	Fibre (g/100 g)	Fruits, vegetables, pulses** (%)
0	≤ 2.4	≤ 3.0	≤ 40
1	> 2.4	> 3.0	> 40
2	> 4.8	> 4.1	> 60
3	> 7.2	> 5.2	-
4	> 9.6	> 6.3	-
5	> 12	> 7.4	80
6	> 14		
7	> 17		

* For red meat and products derived from it: A maximum of 2 points can be awarded for proteins. The list of products included in the category “red meat and derived products” is detailed in the Questions & Answers, available [online](#).

** The list of fruits, vegetables and pulses included in this component is detailed in the Questions & Answers, available [online](#).

👉 Calculation of the nutrition score

Based on the score for component N, the final nutrition score is calculated as follows:

- If the total of component N is less than 11 points or if the product is cheese, then the nutritional score is equal to the total points of component N from which the total of component P is deducted.

Nutrition score = total N points - total P points

- If the total of component N is greater than or equal to 11 points, then the nutrition score is equal to the total of the points in component N from which the sum of the points for “Fibres” and “Fruits, vegetables and pulses” is deducted. The protein content is thus not taken into account in the calculation of the nutritional score in this case.

Nutrition score = total N points - “Fibres” points - “Fruits, vegetables, pulses” points

⁴ The list of fruits, vegetables and pulses included in this component is detailed in the Questions & Answers, available [online](#).

1-b Special cases

The point allocation tables used to calculate the nutrition score for individual cases are detailed below:

↳ *Animal and vegetable fats, nuts and seeds*⁵: the scores for animal and vegetable fats, nuts and seeds are calculated using the following point allocation tables (see Tables 7 and 8):

Table 7: Points awarded to each of the elements of negative component N in the specific case of animal and vegetable fat s, nuts and seeds

Points	Energy from saturated fatty acids (kJ/100 g)*	Sugars (g/100 g)	Saturated fatty acids/Lipids	Salt (g/100 g)
0	≤ 120	≤ 3.4	< 10	≤ 0.2
1	> 120	> 3.4	< 16	> 0.2
2	> 240	> 6.8	< 22	> 0.4
3	> 360	> 10	< 28	> 0.6
4	> 480	> 14	< 34	> 0.8
5	> 600	> 17	< 40	> 1
6	> 720	> 20	< 46	> 1.2
7	> 840	> 24	< 52	> 1.4
8	> 960	> 27	< 58	> 1.6
9	> 1080	> 31	< 64	> 1.8
10	> 1200	> 34	≥ 64	> 2
11		> 37		> 2.2
12		> 41		> 2.4
13		> 44		> 2.6
14		> 48		> 2.8
15		> 51		> 3
16				> 3.2
17				> 3.4
18				> 3.6
19				> 3.8
20				> 4

* energy from saturated fatty acids is obtained from the mandatory nutrition declaration on the back of the packages, using the following formula:

$$\text{Energy from saturated fatty acids} = \text{Saturated fatty acids} \left(\frac{g}{100g} \right) \times 37$$

Table 8: Points awarded to each of the elements of positive component P in the specific case of animal and vegetable fat s, nuts and seeds

Points	Protein (g/100 g)	Fibre (g/100 g)	Fruits, vegetables, pulses (g/100 g)*
0	≤ 2.4	≤ 3.0	≤ 40
1	> 2.4	> 3.0	> 40
2	> 4.8	> 4.1	> 60

⁵ The list of products included in the category “animal and vegetable fats, nuts and seeds” is detailed in the Questions & Answers, available [online](#).

3	> 7.2	> 5.2	-
4	> 9.6	> 6.3	-
5	> 12	> 7.4	> 80
6	> 14		
7	> 17		

* in the category of animal and vegetable fats only, oils derived from ingredients included in the list of “Fruits, vegetables and pulses”, in the general case, are eligible to be counted under the “Fruits, vegetables, pulses” component (for example, olive oils and avocados may therefore be counted under the “Fruits, vegetables, pulses” component).

↘ Calculation of the nutrition score for animal and vegetable fats, nuts and seeds

Based on the score for component N, the final nutrition score is calculated as follows:

- If the total of component N is less than 7 points, the nutritional score shall be equal to the total of component N points minus the total of component P.

Nutrition score = total N points - total P points

- If the total of component N is greater than or equal to 7 points, then the nutrition score is equal to the total of the points in component N from which the sum of the points for “Fibres” and “Fruits, vegetables and pulses” is deducted. The protein content is thus not taken into account in the calculation of the nutritional score in this case.

Nutrition score = total N points - “Fibres” points - “Fruits, vegetables, pulses” points

↘ Beverages⁶: The scores for beverages are calculated using the following point allocation tables (see Tables 9 and 10). In this particular case, the negative component N also includes points for the presence of sweeteners:

Table 9: Points awarded to each of the elements of negative component N in the specific case of beverages

Points	Energy (kJ/100 mL)	Sugars (g/100 mL)	Saturated fatty acids (g/100 mL)	Salt (g/100 mL)	Sweeteners (presence/absence) [*]
0	≤ 30	≤ 0.5	≤ 1	≤ 0.2	
1	≤ 90	≤ 2	> 1	> 0.2	
2	≤ 150	≤ 3.5	> 2	> 0.4	
3	≤ 210	≤ 5	> 3	> 0.6	
4	≤ 240	≤ 6	> 4	> 0.8	Presence
5	≤ 270	≤ 7	> 5	> 1	
6	≤ 300	≤ 8	> 6	> 1.2	
7	≤ 330	≤ 9	> 7	> 1.4	
8	≤ 360	≤ 10	> 8	> 1.6	
9	≤ 390	≤ 11	> 9	> 1.8	
10	> 390	> 11	> 10	> 2	
11				> 2.2	
12				> 2.4	
13				> 2.6	
14				> 2.8	
15				> 3	

⁶ The list of products included in the category “Beverages” is detailed in the Questions & Answers, available [online](#).

16				> 3.2	
17				> 3.4	
18				> 3.6	
19				> 3.8	
20				> 4	

* The list of sweeteners included in this component is detailed in the Questions & Answers, available [online](#).

Table 10: Points awarded to each of the elements of positive component P in the specific case of beverages

Points	Protein (g/100 mL)	Fibre (g/100 mL)	Fruits, vegetables, pulses* (%)
0	≤ 1.2	≤ 3	≤ 40
1	> 1.2	> 3	-
2	> 1.5	> 4.1	> 40
3	> 1.8	> 5.2	-
4	> 2.1	> 6.3	> 60
5	> 2.4	> 7.4	-
6	> 2.7		> 80
7	> 3.0		

* The list of fruits, vegetables and pulses included in this component is detailed in the Questions & Answers, available [online](#).

↪ Calculation of the nutrition score for beverages

The nutrition score shall be equal to the total of component N points minus the total of component P.

Nutrition score = total N points - total P points

3) Classification of the food product on the 5-colour nutritional scale based on the calculated nutrition score according to 1).

2-a General case

In the general case, the Nutri-Score is assigned according to the following thresholds:

Score thresholds	Class	Colour
Min to 0	A	Dark green
1 to 2	B	Light green
3 to 10	C	Yellow
11 to 18	D	Light orange
19 to max	E	Dark orange

2-b Special case of animal and vegetable fats, nuts and seeds

For animal and vegetable fats, nuts and seeds, the Nutri-Score shall be allocated according to the following thresholds:

Score thresholds	Class	Colour
Min to -6	A	Dark green
-5 to 2	B	Light green

3 to 10	C	Yellow
11 to 18	D	Light orange
19 to max	E	Dark orange

2-C Special case of beverages

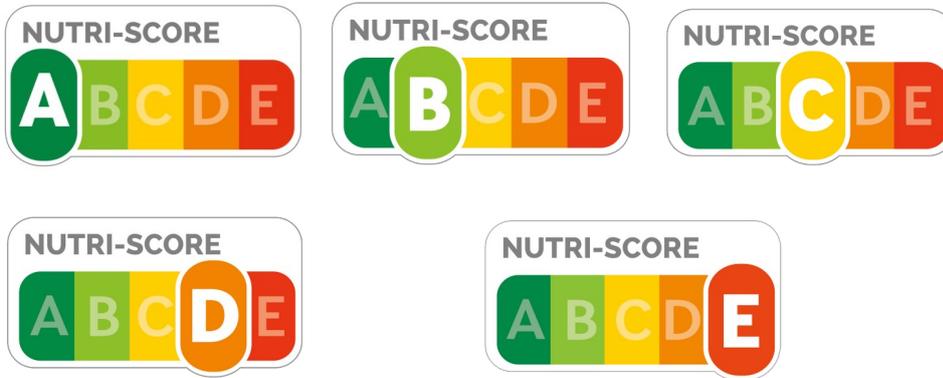
For beverages, Nutri-Score is awarded according to the following thresholds:

Score thresholds	Class	Colour
Water	A	Dark green
Min to 2	B	Light green
3 to 6	C	Yellow
7 to 9	D	Light orange
10 to max	E	Dark orange

ANNEXE 2: Graphic Charter

It is recommended to place the graphic symbol in the lower third of the front of the packaging. This does not concern foods packed in packaging or containers whose largest side has a surface area of less than 25 cm².

The selected graphic symbol, called Nutri-Score, is shown below:



The characteristics of the logo, in particular size and colour, are defined in the graphic charter of the collective Nutri-Score brand.

(document in PDF format downloadable via the following link:

<https://www.santepubliquefrance.fr/media/files/02-determinants-de-sante/nutrition-et-activite-physique/nutri-score/annexe2-charte-graphique>)

ANNEXE 3: List of Rights, Countries and Regulators

	Territory	Regulator	Intellectual property rights on the Logo
European Union	Germany	RAL gemeinnützige GmbH, Fränkische Straße 7, 53229 Bonn nutri-score@ral.de +49 (0) 228 - 688 95 200	<ol style="list-style-type: none"> 1. Community collective marks No 016762312 and No 016762379 of 19 May 2017 2. Community industrial designs and models No 004112415-0001, 004112415-0002 and 004112415-0003 of 20 July 2017; 3. For France, collective marks No 4357857 and No 4357865 of 28 April 2017 4. For the United Kingdom, collective marks UK00916762312 and UK00916762379.
	Belgium	Federal Public Service Public Health, Food Chain Safety and Environment: nutri-score@health.fgov.be Avenue Galilee 5/2-1210 Brussels	
	France	Santé Publique France: nutriscore@santepubliquefrance.fr 12, rue du Val d'Osne - 94415 Saint-Maurice Cedex Telephone: 01 41 79 67 00 - Fax: 01 41 79 67 67	
	Luxembourg	Ministry of Agriculture, Viticulture and Rural Development 1, rue de la Congrégation - L-1352 Luxembourg nutriscore@alva.etat.lu	
Other	Switzerland	Federal Office for Food Safety and Veterinary Affairs OSAV Schwarzenburgstrasse 155, 3003 Bern, Switzerland nutri-score@blv.admin.ch	

ANNEX 8: Special conditions for Luxembourg

These special conditions apply to the use of the Logo in the Territory: Grand Duchy of Luxembourg, hereinafter “Luxembourg”. They are subject to the Rules of Use and to ANNEXES 1 to 3.

Article 1. Law applicable to the Logo in Luxembourg

In Luxembourg, the Grand-Ducal Regulation of 7 May 2021 on the use of the Nutri-Score logo governs the use of the Nutri-Score logo (the Logo constitutes optional food information in accordance with Article 36 of EU Regulation 1169/2011). The Ministry of Agriculture is the competent authority for the implementation of this Regulation and acts as a Regulator as provided for by the conditions of use of the Nutri-Score.

Consequently, the right of use of the Logo granted principally by the Ministry of Agriculture via a registration of the Operator with Santé Publique France is a right of affixing for Source Products and of use for products distributed as optional information on foodstuffs in accordance with Article 36 of European Regulation (EU) 1169/2011.

Article 2. Special conditions for obtaining the right to use the Logo

2.1. Registration of the Application for Source Products

Before any registration, the Operator must take note of the entire administrative procedure provided for Luxembourg under the link <https://securite-alimentaire.public.lu/fr/professionnel/Denrees-alimentaires/Etiquetage/Nutri-Score.html> and the registration procedure described on the dedicated page: <http://santepubliquefrance.fr/Sante-publique-France/Nutri-Score>.

Registration for Luxembourg must be done via the international procedure on the Santé Publique France website in the following link: https://www.demarches-simplifiees.fr/commencer/ns_international_registration_procedure

Subsequently, Santé Publique France shall make available to the Operator the documents necessary for its use.

Article 3. Entry into force of the Updated Algorithm

In Luxembourg, the entry into force of the Updated Algorithm referred to in Article 6.1.2 of the Regulations of Use is subject to the publication of a Grand-Ducal Regulation by no later than 30 December 2023, which lays down the Specifications of the Updated Algorithm in accordance with the national law of 28 July 2018 establishing a system of control and sanctions relating to foodstuffs. If no Grand-Ducal Regulation is published before 31 December 2023, the Updated Algorithm will enter into force in Luxembourg on the day following the publication of that Grand-Ducal Regulation.

For the sake of clarity, the entry into force of the Updated Algorithm in Luxembourg runs from the start of the 24-month transitional period referred to in Article 6.1.2 of the Rules of Use.

Article 4. Specific conditions of use of the Logo

4.1. Generic communications

For its Generic Communications on the Logo, the Operator can affix to its communication media:

- The Neutral Logo,
- And/or 1 or 2 Classification Logos corresponding to the nutrition scores of a range of Products if (i) the individual nutrition score of each Product in that range is represented by that or these two Classification Logos, and (ii) the Classification Logos do not mislead the consumer as to the classification of the Products,
- And/or at least 3 of the 5 Classification Logos if the Products of the trademark have more than two different Classification Logos, provided that the Classification Logos are arranged in such a way as not to mislead the consumer as to the classification of the Products, in particular by suggesting that all its products have the same classification.

4.2. Tools to promote the Nutri-Score system

The Operator can develop its own promotional tools for the Nutri-Score system. In this case, the Operator must specify that: “*Nutri-Score is developed by Santé Publique France and supported by the (Luxembourgish) public authorities*” on all relevant communication media.

Article 5. Audit

5.1. Technical documentation

The Operator shall keep at the disposal of the Luxembourg official control bodies technical documentation for the duration of the use of the Logo. This technical documentation, sufficient to verify compliance with the requirements of the Rules of Use, includes, inter alia:

1. For each trademark it registers, the list of Source Products;
2. The list of Distributed Products and the identity of their Holder Operators and/or any holder of intellectual property rights of those Distributed Products;
3. For each Product:
 - a. The Excel file of the nutritional value duly completed, in particular with the values allowing the calculation of the nutritional score. This Excel file is available at the following address <https://www.santepubliquefrance.fr/determinants-de-sante/nutrition-et-activite-physique/articles/nutri-score>;
 - b. The results of the calculations of the nutrition scores;
 - c. Where applicable, the reference to the Technical Documentation of the Holder Operator;
and

- d. The Algorithm used (between the Original Algorithm and the Updated Algorithm) to determine the nutrition score and the Classification Logo, during the transitional period of twenty-four (24) months.

4. The list of communication and presentation media bearing the Logo.

5.2. Inspection

The Operator must accept that the checks on the application and use of the Logo are carried out by the Luxembourg official control authorities and which apply the sanctions scale provided for in Article 6 above.

Article 6. Sanctions

3 levels of sanctions apply:

- Request for corrective actions
- Suspension of the right of use until compliance
- Withdrawal of the right to use the logo by the Regulator in Luxembourg for a fixed period

Article 7. Communication

In accordance with Article 9 of the Rules of Use, the Regulator in Luxembourg may be required to communicate about companies committed to the Logo and its trademarks concerned.

If the Operator does not wish to be the subject of such communication, it must inform the Regulator by sending an e-mail to: nutriscore@alva.etat.lu within two (2) weeks from its registration on the website of Santé Publique France.