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MEMORANDUM OF UNDERSTANDING
ON LISTING INGREDIENTS AND NUTRITION
INFORMATION FOR ALCOHOLIC BEVERAGES

PREAMBLE

Regulation (EU) No 1169/2011 on the provision of food information to consumers (*the Regulation*), establishes the legal framework for the provision of food information to consumers. It sets down the general principles, responsibilities and requirements for achieving clear, comprehensive, comparable and legible information for all foods and beverages.

Signatories of this Memorandum of Understanding (MoU) take their responsibility in declaring ingredients and nutritional information on the labels of their products, with the objective to ensure consumers receive understandable, recognisable, comparable and accurate information. We all have the obligation to give our consumers transparency.

Alcoholic beverages of more than 1.2% Alcohol by Volume (ABV) are currently exempted by *the Regulation* from the obligation to list ingredients and nutrition information.

However, we the Signatories believe that consumers should receive ingredients and energy information on the labels of all alcoholic beverages and wish to be open and give consumers visibility on this information. *The Regulation* gives the opportunity to any producer to voluntarily provide this information as long as it is compliant with the provisions on the presentation of the information, as laid down in *the Regulation*. The MoU is agreed in good faith amongst the Signatories, building on a fair and honest representation of their intentions and in compliance with anti-trust regulation.

The MoU is open to Company Signatories and Industry Association Signatories from all alcoholic beverage sectors, as well as Supporting Signatories, provided that they fully endorse the commitment laid down in this MoU.

I. THE COMMITMENT

- 1.** The purpose of the MoU is to inform consumers on ingredient and nutrition information for all alcoholic beverages of more than 1.2% ABV supplied to consumers in the EU, on the label of pre-pack containers and in conformity with the provisions of *Regulation (EU) No 1169/2011* on the provision of food information to consumers:
 - Ingredients must be listed in descending order of weight as recorded at the time of their use in the manufacture of the beverage;
 - Nutrition information must be provided per 100 ml;
 - With regard to nutrition information, alcoholic beverages over 1.2% ABV shall either solely list the energy values (Energy per 100 ml: XX kj / XX kcal) or list all seven nutritional values;
 - Additional nutrition information off-label or per portion is a supplementary option.

II. THE SIGNATORIES

A. COMPANY SIGNATORIES

- 2.** Company signatories are those directly or ultimately responsible for displaying the ingredient and nutrition information on their products, that is, companies that may be producing, importing, packaging, labelling and/or marketing alcoholic beverages for commercial sale on the EU market.
- 3.** Company Signatories commit to take all necessary steps to ensure that alcoholic beverages under their responsibility of more than 1.2% ABV supplied to final consumers in the EU label the required ingredients and energy information in full conformity with this MoU.
- 4.** Company signatories should set targets and timelines for implementation and also commit to make available the information about progress in achieving the measures.

B. INDUSTRY ASSOCIATION SIGNATORIES

- 5.** Industry Associations are to be defined as those Associations that are founded by and represent the interests of multiple natural or legal persons that have a responsibility in providing alcoholic beverages to final consumers in the EU.
- 6.** Industry Associations that have signed the MoU are not entering into obligations on behalf of their members, but they commit to making their members fully aware of the MoU, encouraging them to apply its purpose, to delivering tools, as appropriate, to support implementation by their members or inform a wider audience on the issue, and to making aggregated implementation progress publicly available at relevant points. Industry associations may also set ambitions at the relevant local, national or regional level.

C. SUPPORTING SIGNATORIES

- 7.** Interested parties other than Company and Industry Association Signatories, such as, for example, value chain organisations, consumer organisations or Non-Governmental Organisations support the MoU and disseminate its action as Supporting Signatories.

III. MEASUREMENT AND MONITORING OF MoU EFFECTIVENESS

- 8.** Company Signatories shall report annually to the relevant Industry Association Signatories their efforts to apply their commitment, including through the volumes represented, in compliance with European Competition Laws.
- 9.** Industry Association Signatories commit to informing other Signatories, the European Commission and the public on an annual basis, including by means of a website devoted thereto, on:
 - a)** The concrete actions Signatories have taken to comply with the commitment set out in this MoU;
 - b)** The impact on the market, that is, the volumes of the products that display the information defined in this MoU by form of aggregated data which is compliant with European Competition Laws.
- 10.** Monitoring may also look at other developed tools and means of displaying the information defined in this MoU, for example on company websites, which may complement but should not replace the provision of the requested information on the label.

IV. ASSESSMENT PERIOD

- 11.** The initial signing of the MoU will be followed by an assessment of the implementation status of the commitment after an initial period of 12 months, during which Signatories will also meet to analyse progress, implementation and functioning.
- 12.** Signatories will convene in plenary at the end of the assessment period to evaluate the impact of the MoU on the market as described under Section III.9.b. They will discuss the ongoing implementation of the MoU, its renewal and, as appropriate, discuss and propose follow-up actions to further implementation and the opportunity to review and set clear, quantifiable targets for the following 12 months. The results of this evaluation will be reported, including conclusions on the Signatories' efforts under the MoU.
- 13.** Industry Association Signatories agree to cooperate with the European Commission in assessing and reporting on the functioning of the MoU. This cooperation will include:
 - a)** Making available, on an annual basis relevant information, aggregated as appropriate, on a website devoted thereto;
 - b)** Making publicly available on the website the signature or withdrawal of any Signatories;
 - c)** Responding to the Commission's questions and consultations;
 - d)** Discussing the above-mentioned assessment and reports in meetings of Signatories and Supporting Signatories, to which the European Commission will be invited;
 - e)** Continuing dialogue with the Commission on how appropriate consumer information can be reviewed in terms of consumer behaviour, to understand most appropriate future actions.

Signatories should be consulted where necessary and provide inputs where appropriate to reports evaluating the functioning and the effectiveness of the MoU.

V. PLENARY

- 14.** The MoU applies to all Signatories in their capacity as referred to in Section II.
- 15.** Signatories are welcome to sign the MoU at any point, automatically becoming members of the plenary. New Signatories should present their activities to existing Signatories and indicate how they intend to comply with the MoU commitment, according to the parameters as laid down in Section II.
- 16.** A Signatory may withdraw from the MoU at any time, by notifying other Signatories. Such a withdrawal will not have the effect of terminating the MoU amongst the other Signatories.
- 17.** During its meetings, the plenary will discuss the ongoing implementation of the MoU and, as appropriate, discuss and propose follow-up actions to further implementation and the opportunity to review and set further clear, quantifiable targets.
- 18.** Plenary decisions other than changes to the MoU are valid if at least two thirds of the Company and Association Signatories are present or represented, and if at least two thirds of the Company and Association Signatories vote in favour.
- 19.** Each Signatory shall have the right to be represented at the plenary by another Signatory holding a proxy. No Signatory may hold more than one proxy.

VI. ENTRY INTO FORCE

- 20.** The MoU will become effective and will enter into force one month after its initial signature.
- 21.** Any changes to the MoU are valid if at least three quarters of the Company and Association Signatories are present or represented, and if at least three quarters of the Company and Association Signatories vote in favour.
- 22.** The MoU has a twelve month duration that shall be automatically prolonged by further periods of twelve months unless the plenary decides otherwise.

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