



Interregionale  
Verpakkingscommissie  
Commission Interrégionale  
de l'Emballage

# Accreditation FOST PLUS

19 december 2013



**DECISION OF THE INTERREGIONAL PACKAGING COMMISSION OF 19 DECEMBER 2013  
CONCERNING ACCREDITATION OF THE NON-PROFIT ASSOCIATION FOST PLUS,  
OLYMPIADENLAAN 2, 1140 EVERE, AS A PACKAGING WASTE COMPLIANCE ORGANISATION**

*SECTION 1. SCOPE OF APPLICATION*

**Article 1.** 1. Fost Plus shall be accredited as a compliance organisation as referred to in article 9 of the Cooperation Agreement of 4 November 2008 on the prevention and management of packaging waste, subject to the conditions set out in this decision.

2. This accreditation shall be granted in relation to household packaging waste.

Fost Plus shall develop, in collaboration with the Interregional Packaging Commission and the industry, per product family, a detailed list of packaging that is generally intended for household use.

The final list approved by the Interregional Packaging Commission shall be used by Fost Plus as the sole criterion for determining the packaging for which membership of Fost Plus is required. When the approved list cannot be readily applied to a specific packaging, the list shall be supplemented.

The list can be updated annually by the Interregional Packaging Commission, in consultation with Fost Plus and the industry. The official version of the approved list is available from the Interregional Packaging Commission. Fost Plus shall provide a copy of the list to any of its members upon request.

**Art. 2.** Fost Plus must cover the whole of Belgium with projects based on a contract within the meaning of article 13(1)(7) of the Cooperation Agreement, with pilot projects within the meaning of article 9 of this accreditation or with test projects within the meaning of paragraph 3 below. The Interregional Packaging Commission may grant permission to deviate from this requirement if the failure to cover the whole of Belgium cannot be attributed to Fost Plus.

2. Fost Plus must actively promote the collection of residual plastics (plastics other than bottles). Payment for this shall be based on the rules set out in article 8. Among other things, Fost Plus shall be required to:

- make its expertise on marketing materials available to municipalities or intermunicipalities;
- if necessary, and if the municipality or intermunicipality so requests, assist it in organising the project and marketing the materials collected;
- in consultation with the Interregional Packaging Commission, the Belgian regions and the municipalities or intermunicipalities, develop the proposals needed to ensure that a more harmonised system for the collection of residual plastics is in place by the end of the accreditation period.

3. Fost Plus must set up and fund, for at least 0.5% of the Belgian population, the test projects approved by the competent region that are designed to test expansion of the P fraction of PMD (plastic bottles, metal packaging and drink cartons). Each test project must be implemented within two years of being approved by the region in question and must be assessed by the parties concerned by the end of 2017. In the event of a favourable assessment, the test project may be extended.

*SECTION 2. RELATIONSHIP WITH THE MUNICIPALITIES OR INTERMUNICIPALITIES*

### ***SUBSECTION 1. RECYCLING TARGETS***

**Art. 3.** Without prejudice to the decisions taken at European level in relation to Directive 94/62/EC, the recycling targets, as specified in article 4, shall be calculated for the following materials:

- paper/cardboard;
- glass;
- plastic;
- metal;
- drink cartons.

The minimum recycling target stipulated in the Cooperation Agreement must be achieved for each of these materials.

The recycling targets for composite packaging, other than drink cartons, shall be calculated based on the predominant material in the packaging. With regard to reporting to the European Commission, drink cartons shall be mentioned separately and under the heading "paper/cardboard".

**Art. 4.** Fost Plus must comply with the methods of calculating the recycling targets, as developed by the Interregional Packaging Commission. These methods are described in detail below.

a) The following shall be taken into account in the calculation of the quantities of selectively collected packaging waste, and in the given order:

- 1) all packaging waste that is selectively collected from households. Collections for the inland waterway sector are included here.
- 2) packaging waste as referred to in article 1(2) of this accreditation that is not located at households, but is collected together with household waste by or on behalf of the municipalities or intermunicipalities.

The principles that apply to the house-to-house collection of this packaging waste are to aim on average:

- for paper/cardboard: maximum 1 m<sup>3</sup> per collection;
- excluding collection from schools and public institutions, for PMD: maximum 240 litres per collection.

- 3) metal packaging waste as referred to in article 1(2) that is collected at the entrance or exit of household waste incineration plants or other treatment facilities, insofar as the quantities do not exceed the total quantity of household metal packaging placed on the Belgian market, less the metal collected via the PMD bag and then multiplied by 0.95, this being the average extraction rate of metal packaging waste of the different treatment facilities.
- 4) without prejudice to the sources mentioned under points 1-3 above, packaging waste as referred to in article 1(2) of this accreditation that is not located at households (for example in the hotel and catering sector or at businesses) and that is obtained via a contract concluded with a private operator or via a similar contract concluded with a municipality or intermunicipality.

b) The quantities of recycled waste shall be calculated at the start of the recycling process, defined in accordance with European law, including the judgements of the European Court of Justice and the various Community decisions.

c) The method of calculating the recycling targets shall comply with Directive 2005/270/EC of the European Commission or with any other European legislation that replaces it.

d) Sorting residues shall not be included in the recycling results, unless they are recycled.

e) Fost Plus shall guarantee that recycled packaging waste is effectively used to make new end products.

## ***SUBSECTION 2. PAYING FOR THE SCENARIOS***

**Art. 5.** Fost Plus shall repay the costs of collecting and sorting per material according to one of the following rules:

a) full cost:

Fost Plus shall pay the invoices of the collectors and the sorting plants after these have been approved by the municipality or intermunicipality.

b) reference cost:

Fost Plus shall pay the municipality or intermunicipality locally responsible for waste collection a fixed amount per material stream, which is calculated at 40% per tonne (the variable part of the reference cost) and at 60% per capita (the fixed part of the reference cost). This fixed amount is equal to the average cost of collection in the scenarios in which payment is based on the full cost, indexed to the year in which the reference cost is to be applied. The Interregional Packaging Commission may permit deviations from this standard ratio between the fixed and the variable part of the reference cost based on evidence that shows a different cost structure.

These fixed amounts shall be determined by the Interregional Packaging Commission based on proposals made by Fost Plus; the latter shall also communicate these proposals to the municipalities or intermunicipalities, which may deliver their opinion within one month. Fost Plus shall submit its proposals, calculated in accordance with the method requested by the Interregional Packaging Commission, by 31 March of each year in which these costs are to be applied. If the Interregional Packaging Commission has not reached a decision within three months of the date on which the final proposals are received from Fost Plus, these proposals shall be deemed to have been approved.

In its reference cost proposal, Fost Plus shall take into account all scenarios where payment is based on the full cost in accordance with this accreditation, in conjunction with the local characteristics of the municipalities or intermunicipalities that apply these scenarios, for example in relation to population density. The Interregional Packaging Commission may, at any time, ask Fost Plus to submit additional or adapted proposals. It may also adjust the amounts proposed by Fost Plus, after consulting the latter, on the basis of the data derived from the reporting obligation of the municipality or intermunicipality (article 18(5) of the Cooperation Agreement). In addition, the Interregional Packaging Commission may exclude abnormal costs from the calculation of the reference costs.

If the Interregional Packaging Commission does not approve the updated reference costs, the most recent reference costs approved by said Commission shall continue to apply, subject to indexing.

c) fixed payment based on the reference cost:

Fost Plus shall pay a fixed amount, based on the reference cost, for the household packaging waste referred to in article 8.

d) by mutual agreement:

Fost Plus and the municipality or intermunicipality shall determine, by mutual agreement, the costs that are to be paid in the case described in article 7(2), with a view to covering the full cost, as provided for in the Cooperation Agreement.

**Art. 6.** The following scenarios shall be paid based on the full cost, to the extent they comply with the applicable regional waste plan:

A. PAPER/CARDBOARD:

house-to-house collection every four weeks, by means of containers or otherwise for no more than 10% of the population, plus a collection at the container parks.

B. PMD (PLASTIC BOTTLES, METAL PACKAGING AND DRINK CARTONS):

- house-to-house collection every two weeks, plus a collection at the container parks.
- in places where PMD bags are collectively deposited, leading to a real problem of public cleanliness and/or a significant increase in PMD residues, house-to-house collection may be temporarily or permanently replaced by the installation of sealed containers, fitted with specific openings for depositing items.

C. PAPER/CARDBOARD AND PMD (PLASTIC BOTTLES, METAL PACKAGING AND DRINK CARTONS):

- house-to-house dual collection every two weeks, plus a collection at the container parks.
- subject to approval from the Interregional Packaging Commission, house-to-house collection of both fractions every three weeks, plus a collection at the container parks.

D. GLASS:

collection in two fractions (colourless and coloured) at the container parks and by means of bottle banks.

Within each intermunicipality or conurbation, Fost Plus must guarantee a proportional distribution of bottle banks (above ground or underground) per municipality or district (municipality prior to the mergers), based on the population density and according to the following rules:

- 1 site per 700 inhabitants,
- at least 1 site per 400 inhabitants in intermunicipalities with an average population density less than 200 inhabitants/km<sup>2</sup>.

Fost Plus may only deviate from this rule at the explicit request of the municipality or intermunicipality.

Fost Plus shall guarantee the presence of bottle banks in all districts (municipality prior to the mergers).

E. PAPER/CARDBOARD, PMD (PLASTIC BOTTLES, METAL PACKAGING AND DRINK CARTONS) AND/OR GLASS:

in intermunicipalities with an average population density less than 200 inhabitants per km<sup>2</sup>, if points A-D do not apply: collection via the container parks, with the costs relating to the container parks also being covered.

F. ALL MATERIALS:

the scenarios that were part of a pilot project within the meaning of article 9, this pilot project having been positively assessed as a baseline scenario. If the Interregional Packaging Commission should, however, determine a reason not to extend this scenario to other municipalities or intermunicipalities, only the municipality or intermunicipality that tested the pilot project is entitled to payment based on the full cost.

For municipalities and conurbations with in excess of 100,000 inhabitants or with an average population density of at least 1,000 inhabitants/km<sup>2</sup>, the frequency of house-to-house collection of paper/cardboard can, by way of deviation from point A and if intensification of the current scenario gives reason for such, be contractually agreed at every two weeks. In the absence of agreement between the parties, this deviation shall be the subject of a decision to be taken by the Interregional Packaging Commission, without this prejudicing article 13(3) of the Cooperation Agreement.

For municipalities and conurbations with in excess of 100,000 inhabitants or with an average population density of at least 1,000 inhabitants/km<sup>2</sup>, the frequency of house-to-house collection of PMD and the frequency of the dual collection of PMD and paper/cardboard can, by way of deviation from points B and C and if intensification of the current scenario gives reason for such, be contractually agreed at once a week. In the absence of agreement between the parties, this deviation shall be the subject of a decision to be taken by the Interregional Packaging Commission, without this prejudicing article 13(3) of the Cooperation Agreement.

In addition, when applying this article, the following principles should always be observed:

- Fost Plus can always make a voluntary decision to pay the full cost of a scenario that complies with the applicable regional waste plan but that is not explicitly described above;
- the full cost of any scenario that is a variation of one of the scenarios described above, and that is cheaper and achieves a similar collection result to that of this scenario, should also be paid.
- if the municipality or intermunicipality wishes to organise evening and/or weekend collections for reasons of mobility or because of access problems during the daytime, Fost Plus shall bear any additional costs relating to this service only insofar as these do not exceed 10% of the reference cost for house-to-house collection.

The scenarios included in this article should only be regarded as reference scenarios and should by no means be regarded as binding or obligatory for the municipality or intermunicipality.

**Art. 7. 1.** If a municipality or intermunicipality locally responsible for waste collection decides, in relation to some materials or streams (glass, paper/cardboard, PMD), to work in accordance with scenarios other than those described in article 6 and that are more expensive, Fost Plus shall pay the reference cost of these materials or streams.

2. If a municipality or intermunicipality locally responsible for waste collection decides, in relation to some materials or streams (glass, paper/cardboard, PMD), to manage the work itself (i.e. using its own staff and resources), the costs to be paid shall be determined by mutual agreement.

If an agreement cannot be reached about the costs to be paid, article 13(3) of the Cooperation Agreement shall be applied.

As long as no agreement has been reached and without prejudicing future agreement, Fost Plus shall pay the tariffs specified in the contract for these materials or streams, without, however, indexing these more than twice. The second indexing is only possible, subject to the agreement of the region, if the region is currently mediating within the meaning of article 28(1) of the Cooperation Agreement.

3. The rule in paragraph 1 shall also apply to the monthly house-to-house collection of glass. Any additional costs of this are covered in article 13.

**Art. 8.** If a municipality or intermunicipality locally responsible for waste collection applies a scenario provided for in article 6 as a baseline scenario, but supplements this with an additional collection of household packaging waste, including packaging that has contained hazardous substances, Fost Plus, shall, except where a pilot project is involved that is approved by the Interregional Packaging Commission, pay the full cost of the baseline scenario per waste stream and also the additional tonnages based on a fixed amount equivalent to the reference cost per tonne for the material in question. If the material in question is “plastic” or “metal”, the PMD reference cost shall be used; for “other materials” (for example

cork) the reference cost per tonne shall be set at EUR 181. If the additional tonnages are collected house-to-house, the payment (in principle) shall be the reference cost of house-to-house collection; if the tonnages are collected via the container parks, the payment shall be the reference cost of collection at the container parks. Regardless of the contractually agreed payments, the municipality or intermunicipality can claim payment for these additional tonnages with effect from the commencement date of this accreditation.

If the additional tonnages collected originate from a mixed stream of packaging/non-packaging, the volume of household packaging in the mixed stream shall be determined as a fixed amount by the Interregional Packaging Commission, based on sorting tests conducted on behalf of the municipality or intermunicipality, under the supervision of Fost Plus and the Interregional Packaging Commission.

The payment described above shall only be due if all the following conditions have been met:

- The municipality or intermunicipality shall submit an administrative file to the Interregional Packaging Commission and to Fost Plus, no later than three months after the contract is concluded for the treatment of the fractions collected;
- The administrative file shall contain at least the following details:
  - the municipalities involved;
  - the sorting message conveyed to the public;
  - the collection method;
  - the complete contact details of the collector(s);
  - the complete contact details of the recycler(s);
  - the mechanical recycling method used and a brief description of the recycling procedure;
  - where the recycling product is a “raw material”, a description of the type of product per recycler involved and the type of industry to which the product is sold;
  - where the recycling product is an “end product”, a description of the type of end product per recycler involved;
  - the proportion, expressed as %, of household packaging waste in the total waste stream sent for recycling.
- If the administrative file is incomplete, the municipality or intermunicipality shall comply with any request for further information that is made by the Interregional Packaging Commission and Fost Plus within three months of the date on which the file was received; the municipality or intermunicipality shall have 30 calendar days in which to respond;
- The municipality or intermunicipality shall submit the recycling certificates to the Interregional Packaging Commission and to Fost Plus at least every three months, within two months of expiry of each three-monthly period; no payment is due for any period in which no certificate is submitted;
- If a recycling certificate is unclear or provides insufficient guarantees of effective recycling, the municipality or intermunicipality shall comply with any request for further information made by the Interregional Packaging Commission and Fost Plus within three months of the date on which the certificate was received; the municipality or intermunicipality shall have 30 calendar days in which to respond.

If certificates are unclear and/or provide insufficient guarantees of effective recycling, the Interregional Packaging Commission and Fost Plus can take a joint decision to suspend payments until firm guarantees have been provided.

2. If the waste streams referred to in paragraph 1 entail disproportionately high costs for Fost Plus in terms of ascertaining the effectiveness of recycling, these costs may be deducted from the payments referred to in paragraph 1, up to a maximum of 50%.

**Art. 9.** 1. If a municipality or intermunicipality locally responsible for waste collection wishes, in relation to some materials, to work in accordance with scenarios other than those described in articles 6, 7 and 8 and if the following conditions for starting a pilot project have been met, Fost Plus shall pay the reference cost of these materials, limited, however, to the full cost of the pilot project and, if necessary, less the reference value of the materials, as provided for in article 10.

A pilot project is a project conducted within the area of an intermunicipality or conurbation that is responsible for the collection of household waste, or within the area of an individual municipality, whether or not it is a member of such an intermunicipality or conurbation, intended to test a specific scenario for optimising waste collection in practice in terms of its qualitative and quantitative results in relation to the prevention and/or management of packaging waste. The pilot project is always of limited duration.

Immediately after taking a decision in principle to start a pilot project, this decision being sent to the region for approval, the municipality or intermunicipality shall submit a written reasoned application to the Interregional Packaging Commission, with a copy to Fost Plus, describing which resources it will use to assist Fost Plus in achieving its recycling targets under the Cooperation Agreement.

The contract between Fost Plus and the municipality or intermunicipality in relation to the pilot project shall, *inter alia*, provide for the following:

- the duration of the pilot project, with a maximum of three years;
- the quality guarantees that can be provided for the materials, with a view to a maximum sale value thereof;
- the method for communicating the scenario used to the public and the way in which the cost of this will be shared;
- the way in which the external costs associated with the evaluation (sorting tests, market research, etc.) will be shared among the parties involved; half of the costs will be covered by Fost Plus and the other half by the municipality or intermunicipality, unless the region decides to pay all or part of these costs;
- the way in which the costs of investing in the pilot project will be shared among the parties involved; half of the costs will be covered by Fost Plus and the other half by the municipality or intermunicipality, unless the region decides to pay all or part of these costs;

The pilot projects shall be evaluated jointly by Fost Plus, the municipality or intermunicipality and the Interregional Packaging Commission. If, however, the parties fail to reach a consensus, the Interregional Packaging Commission shall take the final decision.

**Art. 10. 1.** If a tender for the purchase of a particular material is awarded in accordance with the standard tender specifications drawn up by the “joint tendering committee” or if any deviation from these specifications does not have an effect on the sale value of the material, the difference shall be received or borne by Fost Plus.

If a tender for the purchase of a particular material is not awarded in accordance with the standard tender specifications drawn up by the “joint tendering committee” and this deviation has a significant effect on the sale value of the material, the difference shall be received or borne by the municipality or intermunicipality. The average sale value of the materials referred to in the previous subparagraph, the “reference value”, shall then be deducted from the payment for the costs of collection and sorting.

2. The reference value for each material shall be approved by the Interregional Packaging Commission based on the proposals of Fost Plus. The latter shall submit its proposals and the underlying calculation method in March of each year following the year in which these values have to be applied; the Interregional Packaging Commission shall then decide within three months. The practical arrangements for communicating this data shall be agreed by the monitoring committee. If the Interregional Packaging Commission has not decided within this period of time, the proposals submitted by Fost Plus shall be deemed to have been approved.

**Art. 11.** Fost Plus shall bill 25% of the tonnage and shall pay 30% of the cost of collecting the tonnage of mixed paper/cardboard that is collected selectively.



### **SUBSECTION 3. ADDITIONAL COSTS**

**Art. 12.** 1. Within the scope of the Cooperation Agreement, Fost Plus shall bill and pay for the quantities of packaging waste that are incinerated with energy recovery, in the following order:

1. Under articles 10(2)(6) and 13(1)(4) of the Cooperation Agreement, Fost Plus shall pay the costs of selective collection, sorting and incineration with energy recovery of household PMD residues, in the amount of 20% residues (after sorting). This figure of 20% shall be increased by the correction factor “z” referred to in the first subparagraph of article 17, if applicable. This rule shall not affect the requirements imposed on the sorting centres by Fost Plus.
2. If the total quantities of the sorting residues referred to in point 1 above are not enough to achieve the recovery target stated in the Cooperation Agreement, Fost Plus shall pay, by means of fixed amounts covering the actual costs incurred by the municipalities or intermunicipalities, the costs of collection and incineration with energy recovery for the packaging waste that is not collected selectively according to Fost Plus’s sorting message. In order to determine the presence of this type of packaging waste in the residual waste, representative sorting tests shall be conducted based on a methodology that has been approved jointly by Fost Plus and the Interregional Packaging Commission.
3. If the quantities referred to in points 1 and 2 above are not enough, Fost Plus shall repay the costs of incineration with energy recovery for the packaging waste that has to be – but is not – selectively collected, by means of fixed amounts covering the actual costs incurred by the municipalities or intermunicipalities.

2. The cost of non-selective collection and transport shall be set at EUR 60/tonne for the non-selective stream. The cost of incineration with energy recovery shall be set at EUR 109/tonne for the non-selective stream; in determining this fixed amount, such factors as the calorific value of the packaging waste, the current prices for non-participants and the applicable taxes were taken into account.

3. The cost of collection and incineration with energy recovery, as referred to in paragraph 1 under points 2 and 3, shall be apportioned among the regions based on the most recent population statistics available from the Directorate-General for Statistics and Economic Information of the Federal Public Service for the Economy, SMEs, the Self-Employed and Energy. The payment terms shall be determined by the competent regional administrations.

**Art. 13.** 1. Fost Plus shall be required to draw up an action plan, in consultation with the Interregional Packaging Commission, the municipalities or intermunicipalities and the Belgian regions, to increase the number of sites for underground bottle banks by at least 600 before the end of the accreditation period. The costs of purchasing and installing underground bottle banks as part of this action plan are to be shared 50/50 between Fost Plus and the municipalities or intermunicipalities; the latter may use the additional payment described in paragraph 2 for this purpose. A municipality or intermunicipality may also decide to go further than agreed in the action plan. In this case, it shall pay the full cost of purchasing and installing any underground bottle banks over and above what is in the action plan; it may, however, use the additional payment described in paragraph 2 to cover these extra costs.

2. As well as the payments already provided for in the standard contract with the municipalities or intermunicipalities, Fost Plus shall pay, per municipality or intermunicipality, an additional annual payment for glass of EUR 0.11 per capita.

This additional payment is intended for activities regarding:

- monthly house-to-house collection of glass;
- improving the bottle bank network or making it denser;
- additional cleaning of bottle bank sites, including removal of litter;
- preventive replacement of bottle banks with improved models;

- purchase and installation of underground bottle banks;
- improved integration of bottle banks into the surrounding environment;
- monitoring of bottle bank sites.

The municipality or intermunicipality shall decide how exactly the additional payment is to be used, after consulting Fost Plus.

Fost Plus shall inform the Interregional Packaging Commission annually as to how the additional payment is to be used, per municipality or intermunicipality, in the report provided for in article 47(1) of this accreditation. The standard contract shall stipulate that the municipalities or intermunicipalities shall provide Fost Plus with all the necessary information for this purpose.

**Art. 14.** 1. Fost Plus shall repay the costs of monitoring the projects based on a contract within the meaning of article 13(1)(7) of the Cooperation Agreement, including the costs relating to the container parks, as follows:

- a fixed amount of 10% of the cost of selective collection house-to-house and via the bottle banks, not including the sorting costs, and
- a fixed amount of 20% of the cost of selective collection via the container parks, not including the sorting costs; this fixed amount shall, however, be reduced to 10% if the scenario referred to in article 6(E) applies or if the costs relating to the container parks are already covered for another reason.

2. If the municipality or intermunicipality estimates that its costs will exceed those described above, it can request a higher repayment based on analytical accounting in relation to all the costs.

**Art. 15.** 1. The “profit” gained from the sale of blue PMD bags shall be allocated to cover the monitoring costs referred to in article 14. There may be no negative payments in relation to the project monitoring costs. The “profit” from the sale of blue PMD bags shall be determined on the basis of the following formula:

$$P = (SP - \text{EUR } 0.15) \times \text{number of bags sold,}$$

where: P = “profit” gained from the sale of the blue PMD bag  
 SP = sale price of the blue PMD bag to the public

A negative profit from the sale of the blue bags can never be charged to Fost Plus. If a municipality or intermunicipality refuses to distribute the bags itself, Fost Plus must guarantee such distribution within a reasonable timescale.

2. Paragraph 1 shall not apply in the case of a test project, as provided for in Article 2(3).

3. By 31 December 2014, Fost Plus must consider how one uniform bag and a single tariff for the selective collection of PMD might be introduced for the whole of Belgium.

**Art. 16.** The amounts paid by Fost Plus for communication in projects based on a contract within the meaning of article 13(1)(7) of the Cooperation Agreement shall comprise a basic amount that is the same for all projects. For local communication, this basic amount shall be EUR 0.28 per capita per year.

Each year, in consultation with the municipality or intermunicipality, Fost Plus shall draft a local communication plan per municipality or intermunicipality, describing in detail the actions to be undertaken and the amounts required per action; at the request of the municipality or intermunicipality, the plan can also provide for, inter alia, specific communication campaigns. This plan shall be drawn up in such a way that the amounts envisaged for local communication are fully budgeted and spent. If necessary, any

surpluses can be carried over to the following year.

The municipality or intermunicipality may use its own staff for specific communication campaigns, billed based on applicable pay scales.

The local communication plan shall devote particular attention to communication regarding blue bags that are left uncollected because they contain the wrong material.

**Art. 17.** Fost Plus must closely monitor the composition of household PMD sorting residues. The proportion of these PMD sorting residues in the composition, due to the difference between the sorting message conveyed to the public and the sorting instructions given to sorting plants, may not exceed 2% of the PMD stream entering the sorting plant, this being the Belgian annual average. If this proportion is nevertheless higher than 2%, a correction factor “z” shall apply, equivalent to the amount by which this figure of 2% is exceeded, expressed as percentage points.

Fost Plus shall pay the municipalities or intermunicipalities an incentive bonus, which is calculated using the following formulas:

- if the percentage of PMD residues is less than 10:  $y = (20 + z - x) * 2.5\%$ ;
- if the percentage of PMD residues is greater than or equal to 10:  $y = (20 - x)^2 * 0.25\% + z * 2.5\%$ .

Where: x is the percentage of PMD residues;  
y is the annual payment in EUR per capita;  
z is the corrective factor defined in the first subparagraph.

The incentive bonus shall be paid in relation to the scenarios referred to in articles 6, 7 and 8 of this accreditation, provided that these scenarios achieve a minimum yield of at least 8 kg of PMD collected per capita per year. This minimum yield shall be evaluated during the course of this accreditation.

**Art. 18.** Fost Plus shall repay the cost of collecting and transporting metal packaging waste collected at the entrance or exit of incineration plants or other treatment facilities, in accordance with article 4(a)(3), based on the cost of non-selective collection and transport invoiced to the municipalities or intermunicipalities that have concluded a contract with Fost Plus within the meaning of article 13(1)(7) of the Cooperation Agreement. This shall be set at EUR 60/tonne.

The payments shall be apportioned among the regions based on the most recent population statistics available from the Directorate-General for Statistics and Economic Information of the Federal Public Service for the Economy, SMEs, the Self-Employed and Energy. The payment terms shall be determined by the competent regional administrations.

Fost Plus shall pay the full cost of extracting the metal, after deducting the sale value of the materials.

#### ***SUBSECTION 4. STANDARD CONTRACT***

**Art. 19.** In the standard contract with the municipalities or intermunicipalities locally responsible for collecting household waste, provision must be made to have conflicts regarding the interpretation and performance of the contract resolved by way of arbitration, without prejudice to other statutory mediation methods.

**Art. 20. 1.** The standard contract must also contain a reasonable procedure for contesting invoices. This procedure must require Fost Plus to pay the uncontested part of the contested invoice within 60 calendar days of the date on which the invoice is received by Fost Plus, under penalty of payment of default interest.

2. If the invoices have not been issued by the municipalities or intermunicipalities themselves, the provisions of paragraph 1 shall only apply on condition that the details and the invoices have been checked by the municipalities or intermunicipalities within the timescale provided for in the contract, and that in giving their approval the municipalities or intermunicipalities thus certify the accuracy of the invoices with respect to content and form.

**Art. 21.** 1. Within three months of this accreditation being granted, Fost Plus shall submit a new version of the standard contract with the municipalities or intermunicipalities locally responsible for collecting household waste, including the standard tender specifications that are appended to the standard contract, for approval by the Interregional Packaging Commission, in which contract the conditions of this accreditation shall be included and conformity with the applicable legislation shall be assured. This proposal shall also contain the date of entry into force of the various provisions, insofar as this is necessary. The Interregional Packaging Commission shall announce its decision within three months of the date on which the final draft was received in full. The contract award criteria for selective collection, sorting and purchasing tenders do not need to be part of the standard contract submitted. The procedure in article 23(5) shall apply for this purpose.

Any amendments to the standard contract during the term of this accreditation must be approved beforehand by the Interregional Packaging Commission, which shall announce its decision within four months of the date on which the final proposed amendments were received in full.

2. With the exception of the contracts concluded within the context of a pilot project, the contracts between Fost Plus and the municipalities or intermunicipalities shall be brought in line with the new standard contract within six months of the Interregional Packaging Commission approving the standard contract.

#### ***SUBSECTION 5. MISCELLANEOUS***

**Art. 22.** The amounts referred to in articles 13 and 16 shall be amended in line with the consumer price index, using the consumer price index for November 2013 as the base index, and 2004 as the baseline, i.e. 122.64.

Indexing should be done automatically on 1 January of each year without prior notice.

#### ***SECTION 3. TENDERING***

**Art. 23.** 1. Unless agreed otherwise, all contracts concluded previously within the context of the award of tenders for selective collection, sorting and recycling shall remain valid until the date on which they expire.

2. Selective collection and sorting tenders shall preferably be awarded by the municipalities or intermunicipalities.

3. If selective collection, sorting and recycling tenders are awarded by the municipalities or intermunicipalities, the public procurement legislation shall apply.

4. The award of selective collection, sorting and recycling tenders by Fost Plus shall take place according to tender specifications and procedures that comply with the current legislation, in accordance with the principles of public procurement legislation.

Within this context Fost Plus shall observe the following principles, in particular:

- If Fost Plus is planning to award a tender, it must ensure that this is well publicised, in particular by circulating the essential characteristics of the contract.

- Fost Plus must ensure that all potential tenderers are provided with all the information necessary to be able to prepare a bid.
- Fost Plus must take all necessary measures to ascertain the economic, technical and financial capacities of the tenderers.
- Fost Plus must place all tenderers on an equal footing.
- In the event of a conflict of interests, either directly or indirectly, the member of Fost Plus must immediately notify the competent Fost Plus decision-making body and must otherwise refrain from any involvement in the conclusion, supervision or performance of the contract.
- Fost Plus must ensure that several potential tenderers are consulted before awarding a contract.
- Fost Plus may discontinue an award procedure at any time, provided it gives sufficient reasons for doing so.

5. The contract award criteria for selective collection, sorting and purchasing tenders and the way in which these are to be assessed, as described in the standard tender specifications included in the accreditation application, shall not be approved on an interim basis.

Within three months of this accreditation being granted, Fost Plus shall submit the contract award criteria and the way in which these are to be assessed to the “joint tendering committee” referred to in article 27 for its opinion.

The joint committee shall deliver its opinion within three months. Fost Plus shall then have a further three months to formulate its final proposals and submit them for approval to the Interregional Packaging Commission, which shall reach a decision within three months.

**Art. 24.** If the municipality or intermunicipality is responsible for awarding tenders for selective collection, sorting or recycling, funding by Fost Plus shall be contingent upon observance of the following rules:

- Except as otherwise provided in this accreditation, the principles in the standard tender specifications drawn up by the “joint tendering committee” must be respected for the selective collection and sorting tenders, as specified in article 27.
- The payment terms for recycling tenders are specified in article 10.
- Before awarding the tender, the municipality or intermunicipality shall give Fost Plus the opportunity to deliver its opinion, within 14 days. To this end, the municipality or intermunicipality shall give Fost Plus access to all bids and the latter shall ensure that these remain confidential.
- A copy of the award report shall be sent to Fost Plus, which shall ensure that the Interregional Packaging Commission also receives a copy.

**Art. 25.** Whenever a new tender is awarded (for selective collection, sorting or recycling) by Fost Plus or a municipality or intermunicipality, Fost Plus shall send written notification of the market prices to the Interregional Packaging Commission within one month, in the form of a copy of the tender documents and/or Fost Plus’s financing system, as specified in Appendix 5 to the contract concluded with the municipality or intermunicipality concerned.

A fact sheet shall also be prepared and updated per project for the Interregional Packaging Commission, summarising the applicable prices, expressed in EUR/tonne and EUR/capita, as well as the key project data, including the indexing formula applied and the breakdown between fixed and variable costs.

**Art. 26.** Within the context of renewing a contract within the meaning of article 13(1)(7) of the Cooperation Agreement, if the old contract expires before the new contract is signed or becomes effective, Fost Plus and the municipality or intermunicipality can decide to simply extend the contracts for the purchase of selectively collected packaging waste for a maximum term of six months. Fost Plus shall immediately notify the Interregional Packaging Commission of this extension, stating the agreed term.

If Fost Plus and the municipality or intermunicipality jointly submit a reasoned request in writing to the Interregional Packaging Commission, the latter can decide, once or several times, to extend the originally agreed term by three months.

**Art. 27.** A “joint tendering committee” shall be set up, composed of an equal number of representatives from Fost Plus and from the competent municipalities or intermunicipalities.

A representative from the Interregional Packaging Commission shall also have a seat on the joint tendering committee; this representative shall act as an observer and adviser and shall have the particular task of ensuring that the tender specifications and the applied procedures are in accordance with the current legislation and with the provisions of this accreditation. A federation representing waste management companies shall attend the joint committee meetings as an observer, except in the event of a conflict of interests.

The joint tendering committee shall be responsible for drafting standard tender specifications per material for collection, sorting and recycling tenders, drafting a reasoned opinion on the contract award criteria and approving the tender specifications for the award of recycling contracts. It is authorised, when requested, to make recommendations to the awarding authority regarding selection and award. Any amendments that the joint committee wishes to make to the contract award criteria and the way in which these are to be assessed must be confirmed by the Interregional Packaging Commission.

The joint tendering committee shall set down its procedures in internal regulations, which provide for, inter alia, the rules for convening meetings, the composition of the committee and the way in which proposals for amendment can be submitted. If agreement cannot be reached about standard tender or other specifications within the joint committee, the Interregional Packaging Commission shall decide based on the various proposals.

**Art. 28. 1.** The contracts with independent experts, with regard to inspecting and certifying the proper performance of the recycling contracts that Fost Plus enters into with purchasers (hereinafter called “co-contracting parties”), shall provide for at least one announced inspection per co-contracting party every two years. In addition to these announced inspections, the independent expert must be able to perform unannounced inspections at the request of the Interregional Packaging Commission or of Fost Plus.

2. Under penalty of exclusion of the relevant tonnages from the target recycling percentages, all packaging waste recycling contracts must require the co-contracting party to allow the inspections and to provide all the information needed to gain a good understanding of the data being inspected.

3. The inspection carried out by the independent expert is intended to verify that the packaging waste received from Fost Plus has been correctly treated.

The principal tasks of the independent expert are to:

- check the technical capacities and human resources that enable the co-contracting party to carry out its recovery or recycling activities;
- provide a clear description of the treatment processes applied;
- verify the final destination of the packaging waste under the contract between Fost Plus and the co-contracting party;
- evaluate the numerator of the recycling percentages, as defined in article 4(b) of this accreditation;
- verify the truthfulness of the financial and technical figures and data provided by the co-contracting party about waste streams entering the sites and about waste and/or material streams leaving the sites.

In order to fulfil his task, the independent expert shall have access to all information, confidential or otherwise, relating to the execution of the contract between Fost Plus and the co-contracting party. The

expert can conduct any inspection, sample collection, survey, analysis or checks that are conducive to the proper performance of his task.

The independent expert shall observe the rules of confidentiality.

4. The independent expert shall notify the arrangements for each scheduled inspection to the Interregional Packaging Commission at least two weeks in advance, so that the latter can be present during the inspection if it deems this necessary and with observance of the rules of confidentiality.

5. After each inspection, the independent expert shall draft a report, which shall also be sent to the Interregional Packaging Commission.

**Art. 29.** The aim of the inspections at the co-contracting parties within the meaning of the preceding article is to show that:

- in the case of waste treatment, the treated waste streams are actually intended for recycling and that these are not stored for an indefinite period of time, recovered by means of a process other than recycling, or disposed of;
- batches intended for recycling into an end product are not refused and that the materials (or products) produced are not subsequently recovered by means of a process other than recycling, or disposed of.

#### *SECTION 4. SOCIAL EMPLOYMENT*

**Art 30.** The provisions in article 13(1)(5) of the Cooperation Agreement for the creation of employment in associations and companies with a social purpose shall apply to sorting, recycling and recovery operations.

**Art. 31. 1.** Supplementary to article 25 of this accreditation, when Fost Plus awards tenders, it shall ensure strict monitoring of compliance with social legislation in awarding recycling tenders and strict adherence thereto in the execution of these recycling tenders.

2. The measures for promoting social employment, proposed by Fost Plus and approved by the Interregional Packaging Commission under the previous accreditation, shall remain effective unless they are updated on the proposal of Fost Plus. Within the context of these measures, Fost Plus may deviate (if strictly necessary) from articles 23, 24 and 25 of this accreditation.

#### *SECTION 5. MEMBERSHIP OF COMPANIES RESPONSIBLE FOR PACKAGING*

##### *SUBSECTION 1. CALCULATING THE GREEN DOT*

**Art. 32. 1.** The principles for calculating the Green Dot tariff must reduce the impact of packaging on the environment and must respect the waste hierarchy in Waste Directive 2008/98/EC. Consequently, the principles for calculating the Green Dot, as set out in the accreditation application, shall be only conditionally approved.

Fost Plus must formulate revised principles for the calculation of the Green Dot by 30 June 2015 in conjunction with the Interregional Packaging Commission and the Belgian regions.

2. Each year and no later than 15 September, Fost Plus shall be required to submit a proposal to the Interregional Packaging Commission regarding the method for calculating the contributions from the

affiliated members and regarding the tariffs applicable for the coming year, in accordance with the principles for calculating the Green Dot.

#### ***SUBSECTION 2. MEMBERSHIP CONTRACT***

**Art. 33.** 1. At the request of a company responsible for packaging (the “responsible company”), Fost Plus is obliged to accept a membership retroactively. The retroactive membership shall be limited to a period of five calendar years. For at least the last three calendar years Fost Plus must take into account the exact quantities the responsible company has placed on the market.

2. Every quarter Fost Plus shall submit a list of new retroactive members to the Interregional Packaging Commission.

**Art. 34.** 1. If new packaging or new packaged products are placed on the market by members of Fost Plus, these members shall ensure that the objectives of the Cooperation Agreement are observed. Fost Plus shall inform the Interregional Packaging Commission every six months about new types of packaging that are placed on the market by its members and about cases where a Fost Plus member replaces reusable packaging with one-way packaging.

2. If specific sorting instructions are to be printed on packaging placed on the market by Fost Plus members, Fost Plus shall notify the Interregional Packaging Commission accordingly. For this purpose, Fost Plus shall provide for a clause in the membership contract, requiring its members to notify such information. Fost Plus shall ensure that the printed sorting instructions are accurate and must also harmonise the approach adopted.

3. By no later than 30 June 2015, in consultation with the Interregional Packaging Commission, the Belgian regions and the relevant stakeholders, Fost Plus shall organise a study on the costs associated with the possible introduction of a sorting logo on all household plastic packaging, and on all household packaging in rigid plastic.

**Art. 35.** Any amendments to the membership contract, either to the framework agreement or to the general terms and conditions, made during the term of this accreditation must be submitted to the Interregional Packaging Commission for prior approval. The latter shall announce its decision regarding the proposed amendments within four months of receiving the proposal in full.

If only the general terms and conditions are amended, Fost Plus shall be required to send all its members written notice of the amended general terms and conditions after receiving the written approval of the Interregional Packaging Commission. Each member then has three months from the date on which it receives the new general terms and conditions to decide whether to cancel its contract.

#### ***SECTION 6. INSURANCE AND FINANCIAL GUARANTEES***

**Art. 36.** Fost Plus shall be required to take out maximum insurance to cover the full contractual and non-contractual liability that may arise in relation to any of its activities. The terms of the insurance cover may not be restrictive.

The contracts between Fost Plus and the municipality or intermunicipality shall set out the liability of the parties in relation to insuring the materials in the different phases of collection, sorting, storage and transport to the recycler.



In the contracts with municipalities or intermunicipalities and in the tender specifications for collection and sorting, Fost Plus shall state that it is insured against loss of income incurred by the municipality or intermunicipality in the event of *force majeure*, for example a fire at a sorting plant, as a result of which collected and possibly sorted quantities of waste are lost; the insurance shall cover the payment that the municipality or intermunicipality would have received from Fost Plus for the collection and/or sorting of household packaging waste.

**Art. 37.** 1. In accordance with article 11 of the Cooperation Agreement, the total amount of the financial guarantees, excluding interest, shall be set at EUR 30 million. The average financial guarantee per capita is equal to the total amount divided by the total number of inhabitants in Belgium, as established in the most recent population statistics of the Directorate-General for Statistics and Economic Information of the Federal Public Service for the Economy, SMEs, the Self-Employed and Energy.

Fost Plus shall guarantee in a legally sound manner that, from the date on which it announces its decision to cease operations, the sale values of materials shall accrue, by right, to the municipalities or intermunicipalities and that the municipalities or intermunicipalities that so wish may simply act in lieu of Fost Plus as contracting party for purchasing.

2. Each year, on the anniversary of the date on which the accreditation entered into force, the actual amount of financial guarantee to be provided shall be calculated using the following formula:

$$FG\ n = FG\ n-1 + (Inh^*\ n \times AFG\ Inh) + Int\ n-1$$

FG n: financial guarantee on the anniversary in year n

FG n-1: financial guarantee on the anniversary in year n-1

AFG Inh: average financial guarantee per inhabitant

Inh\* n: increase in the number of inhabitants in an intensified project in year n

Int n-1: interest on FG n-1, on the anniversary in year n

3. Third parties may provide the financial guarantees in full or in part on behalf of Fost Plus.

4. The financial guarantees may be provided in the form of a bank account pledge, insofar as the Interregional Packaging Commission has explicitly agreed to the conditions of such a pledge. Fost Plus shall be required to guarantee that at least two-thirds of the financial guarantees provided in the form of a bank account pledge shall remain in the pledged bank account(s) in all cases (12 months per year). The full amount of the financial guarantees provided in the form of a bank account pledge must be in the pledged bank account(s) for at least eight months each year.

The Interregional Packaging Commission shall have electronic access to the pledged account(s) at all times.

**Art. 38.** From the date on which Fost Plus announces its decision to cease operations, the members of Fost Plus shall undertake, in a legally binding manner, to remit a monthly payment of one-twelfth of the last annual contributions to Fost Plus into an account pledged to the Interregional Packaging Commission, and to do so for a period of four months.

**Art. 39.** Fost Plus shall provide the public with information, within the meaning of article 20 of the Cooperation Agreement, regarding the content and meaning of the sorting message.

Fost Plus and the Interregional Packaging Commission shall research beforehand what kind of communication channel should be used. Fost Plus shall, within the limits of the Cooperation Agreement, involve the Interregional Packaging Commission in the conception of the campaigns. The practical arrangements in relation to this shall be made by the monitoring committee.

Fost Plus shall clarify the sorting message in those areas where PMD residues exceed 20% and shall devise communication campaigns that are tailored to the different target groups.

Within the context of its sorting message, at local and supralocal level, Fost Plus shall also inform the public, within the meaning of article 20 of the Cooperation Agreement, about the limited significance of the "Green Dot" logo.

**Art. 40.** The strategies, campaigns and communication expenditure of Fost Plus for local communication shall take account of the regional waste plans and the results of selective collection in the different areas with projects based on a contract within the meaning of 13(1)(7) of the Cooperation Agreement.

#### *SECTION 7. PREVENTION*

**Art. 41. 1.** In consultation with the Interregional Packaging Commission and the Belgian regions, Fost Plus shall undertake and fund prevention-related communication and information campaigns, as described in this paragraph.

Fost Plus shall be required to undertake and fund prevention-related communication and information campaigns at the responsible companies with regard to promotion of easy-to-recycle packaging and the use of recycled materials.

Fost Plus shall undertake and fund communication and information campaigns at the responsible companies with regard to prevention at source of packaging waste and the re-use of packaging.

Fost Plus shall organise training on prevention and design for recycling and shall inform the Interregional Packaging Commission beforehand about each scheduled training course.

2. Fost Plus may not get involved in the development of prevention plans.

#### *SECTION 8. COLLECTION OF HOUSEHOLD PACKAGING WASTE FROM NON-HOUSEHOLD USERS*

**Art. 42.** Fost Plus may conclude contracts within the meaning of article 4(a)(4) of this accreditation for glass that mainly, but not exclusively, comes from the hotel and catering sector, provided that firm guarantees can be provided that only waste originating from one-way household packaging is taken into account. Each contract shall be submitted to the Interregional Packaging Committee for approval.

**Art. 43.** Without prejudice to the collections organised by municipalities or intermunicipalities in compliance with the legal and regulatory provisions in force in the Belgian regions and in the municipalities in question, Fost Plus shall promote, in all three regions, the collection of PMD from companies and the out-of-home collection of PMD. Out-of-home collection refers, for example, to collection at schools, sports centres, youth facilities, festivals, events, public spaces and other areas accessible to the general public, such as train and metro stations and airports.

Fost Plus shall pay EUR 200 for each tonne of PMD waste collected, excluding residues; this sum is to be cut by EUR 20 a year from 2015. The payment per tonne may not, however, exceed the actual costs; Fost Plus may require an invoice before payment can be made.

Fost Plus shall pay EUR 188 per tonne of materials sorted for recycling, to cover the costs of sorting.

Fost Plus shall ensure that the costs of collecting PMD from companies and out-of-home collection of PMD are monitored and shall report annually to the Interregional Packaging Commission on the subject. The reporting arrangements shall be agreed by the monitoring committee.

The collection arrangements and the payments for collection and sorting may be revised each year, with the Interregional Packaging Commission's approval; however, the payment for collection, plus the payment for sorting and minus the expected revenues from the sale of the materials, may never give rise to negative costs.

**Art. 44.** Fost Plus shall undertake campaigns, other than those referred to in article 43, to support the out-of-home collection of PMD, supplemented, as required, by the collection of glass and/or paper/cardboard.

For this purpose, Fost Plus shall devise a basic programme with a balanced geographical coverage. This programme shall be submitted for approval to the Interregional Packaging Commission each year, by 15 September. It shall include at least the following:

- proposals to promote the out-of-home collection of PMD, glass and/or paper/cardboard;
- specific communication campaigns;
- the provision of uniform collection containers;
- the budgeted funding; this must increase each year so as to achieve a total growth of 20% (compared with 2013) by the end of the accreditation period, as well as being indexed annually.

The basic programme may be supplemented by specific regional activities within the meaning of Article 13(1)(12) of the Cooperation Agreement.

**Art. 45.** Each year, by 15 September, Fost Plus shall submit an action plan to the Interregional Packaging Commission for approval, concerning:

- the collection of packaging waste – particularly EPS – that originates from household packaging but is located in companies, in consultation with the sectors concerned;
- communication campaigns on waste prevention, specifically aimed at SMEs.

#### *SECTION 9. CONTRIBUTION TOWARDS THE POLICY OF THE BELGIAN REGIONS ON THE PREVENTION AND MANAGEMENT OF PACKAGING WASTE*

**Art. 46.** 1. In addition to the campaigns conducted on the basis of the foregoing articles in this accreditation, Fost Plus shall also contribute towards financing the policy of the Belgian regions on the prevention and management of packaging waste, as provided for in article 13(1)(12) of the Cooperation Agreement. At a region's request, Fost Plus shall propose a working plan in respect of this within the deadline imposed by the region.

Fost Plus may conclude agreements, similar or otherwise, with one or more regions. Within ten days of such an agreement being signed, Fost Plus shall notify the Interregional Packaging Commission accordingly, specifying, where appropriate, the payment terms. This shall also apply for any subsequent amendments.

2. Unless agreed otherwise with a region, authorising an alternative method of releasing funds, Fost Plus shall pay each region a monthly sum equal to one-twelfth of the amount payable in each calendar year.

#### *SECTION 10. REPORTING TO THE INTERREGIONAL PACKAGING COMMISSION*

**Art. 47.** Each year, by 31 March, Fost Plus shall be required to provide the Interregional Packaging Commission with a report on the different communication tools, describing in full all the campaigns conducted in the previous year.

This report shall contain, inter alia, but not exclusively, the local communication campaigns, including the collection calendars, the anti-litter campaigns, the presence of Fost Plus at specific events and festivals, the information and awareness campaigns in primary and secondary schools, the information sessions for members, operators, municipalities/intermunicipalities or government authorities, and the campaigns referred to in article 41(1).

The first part of the report shall consist of an overview of all the campaigns that have taken place in the previous year, pursuant to the procedure in article 20(1) of the Cooperation Agreement.

The second part of the report shall contain all the other campaigns. For each of these, an overview must be provided of future, current and completed campaigns, where appropriate broken down into municipality or intermunicipality and mentioning dates and the exact budget heading in each case.

2. With regard to the application of article 13(1)(12) of the Cooperation Agreement, Fost Plus shall report each year, by 31 March of year n+1, to the Interregional Packaging Commission on:

- the amounts paid by Fost Plus in year n;
- the campaigns conducted by or on behalf of Fost Plus, in consultation with a Belgian region, in year n;
- the information that Fost Plus has received from the Belgian regions regarding the campaigns conducted in year n.

Fost Plus must comply with any request from the Interregional Packaging Commission for information on this subject.

3. The practical arrangements in relation to the reports referred to in paragraphs 1 and 2 shall be made by the monitoring committee.

**Art. 48.** Members of the Permanent Secretariat of the Interregional Packaging Commission may have free access without prior notice to all the data in the Fost Plus database. This data shall be accessible online.

Fost Plus shall also make the necessary arrangements with the Interregional Packaging Commission and with the competent regional administrations for the automatic transfer of any specific data and reports they require.

**Art. 49.** Each year, by no later than 15 September, Fost Plus shall submit its budget proposal for the coming year to the Interregional Packaging Commission.

**Art. 50.** Each year, by no later than 15 September, Fost Plus shall submit a report to the Interregional Packaging Commission about the developments in the packaging market.

#### *SECTION 11. MONITORING COMMITTEE*

**Art. 51.** A monitoring committee shall be set up, composed of representatives from the Permanent Secretariat and from Fost Plus, whose role is to monitor the implementation of this accreditation. This monitoring committee does not have decision-making power. The minutes of every meeting of the monitoring committee shall be recorded in French and Dutch.

The chairmanship and the secretariat of the monitoring committee shall be ensured by the Permanent Secretariat.

## SECTION 12. FINAL PROVISIONS

**Art. 52.** The granting of this accreditation does not constitute approval of the “Green Dot” logo.

**Art. 53.** 1. The accreditation shall take effect on 1 January 2014. Without prejudice to the provisions of article 26(1)(4) of the Cooperation Agreement, the accreditation shall remain valid until 31 December 2018, inclusive.

Brussels, 19 December 2013

Martine GILLET  
Deputy Chairman of the Interregional  
Packaging Commission

Griet VAN KELECOM  
Deputy Chairman of the Interregional  
Packaging Commission

Danny WILLE  
Chairman of the Interregional  
Packaging Commission