



Commission interrégionale de l'Emballage
Interregionale Verpakingscommissie

Accreditation VAL-I-PAC

1 december 2016



INTERREGIONAL PACKAGING COMMISSION

DECISION OF THE INTERREGIONAL PACKAGING COMMISSION OF 1 DECEMBER 2016 CONCERNING ACCREDITATION OF THE NON-PROFIT ASSOCIATION VAL-I-PAC, KONINGIN ASTRIDLAAN 59 BOX 11, 1780 WEMMEL, AS A PACKAGING WASTE COMPLIANCE ORGANISATION

THE INTERREGIONAL PACKAGING COMMISSION,

(...)

has decided as follows:

SECTION 1. SCOPE OF APPLICATION

Article 1. 1. Val-I-Pac 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 industrial and commercial packaging waste.

In collaboration with the Interregional Packaging Commission and the industry, Val-I-Pac shall draw up, per product family, a detailed list of packaging that is generally intended for use by businesses.

The final list approved by the Interregional Packaging Commission shall be used by Val-I-Pac as the sole criterion for determining the packaging for which membership of Val-I-Pac 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 Val-I-Pac and the industry. The official version of the approved list is available from the Interregional Packaging Commission. Val-I-Pac shall provide a copy of the list to any of its members upon request.

Art. 2. “Materials recovery facility” shall be understood to mean: the natural person or legal entity that is responsible for the preparatory recycling phase for industrial and commercial packaging waste, which may give the material an added value that, from an economic perspective, implies that this initial phase will be followed by other phases, ultimately resulting in a finished product. The materials recovery facility receives mono-material streams that it processes into streams that meet specific quality requirements set by the purchasers. These activities of the materials recovery facility represent the first step in the recycling chain, as referred to in para. 2 of article 6.

SECTION 2. RECYCLING RATES

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

- paper/cardboard;

- plastics;
- metals;
- wood.

The recycling rate for composite packaging shall be calculated based on the predominant material in the packaging.

Art. 4. 1. Val-I-Pac must comply with the methods of calculating the recycling rates, as developed by the Interregional Packaging Commission. These methods are described in detail in paragraphs 2-4 below.

2. The denominator of the recycling rate corresponds to the quantity of one-way packaging material by weight that was placed on the market by the companies responsible for packaging (hereinafter referred to as the “responsible companies”), in respect of which they are affiliated to Val-I-Pac.

3. 1) The following shall be taken into account for calculating the quantities of industrial and commercial packaging waste that have been recycled or recovered: the quantities of industrial and commercial packaging waste of Belgian origin (expressed by weight) that have been sent for recycling or recovery by the operators that have concluded the prescribed standard contract with Val-I-Pac, as described in article 6 of this accreditation.

The following shall also be taken into account:

- the quantities of typical industrial and commercial packaging waste such as, for example, IBCs, plastic and metal industrial drums, dunnage, pallets and industrial/commercial EPS collected at the container parks by the municipalities or intermunicipalities that are responsible for collecting household waste within their area, insofar as this waste is paid for by Val-I-Pac based on a contract that complies with regional legislation and has been approved by the Interregional Packaging Commission;
- the quantities of paper/cardboard packaging waste collected by the municipalities or intermunicipalities that are responsible for collecting household waste within their area, as part of the regular selective collection of household waste, and that are clearly not of household origin, insofar as this waste is paid for by Val-I-Pac based on a contract that complies with regional legislation and has been approved by the Interregional Packaging Commission; this relates to a contract to be concluded either between Val-I-Pac and the accredited compliance organisation for household packaging waste or between Val-I-Pac and the municipalities or intermunicipalities.

2) The quantities of industrial and commercial packaging waste referred to in the first paragraph of 1) are determined based on statistical analyses conducted by an independent analysis agency, if necessary under the supervision of Val-I-Pac, at the premises of each operator that has concluded the prescribed standard contract with Val-I-Pac.

The methods for carrying out the statistical analyses, including the sampling procedure to be used, shall be included in the draft contract that is submitted to the Interregional Packaging Commission for prior approval.

The independent analysis agency shall draw up a report on each statistical analysis it conducts. This report should specifically include:

- the date on which the analyses were started and the duration;
- a list of the persons present during the analyses;
- the contact details of the operator being inspected;
- the characteristics of the analysed sample and the sampling method;
- per material referred to in article 3, the tonnage of industrial and commercial packaging waste that is generated in Belgium and originates from one-way packaging, separately identifying the quantities intended for recycling and for recovery and detailing how this tonnage was calculated;
- an estimation of the margin of error in the results and the circumstances that may have affected this margin.

The independent analysis agency shall send this report both to Val-I-Pac and to the Interregional Packaging Commission. As a general rule, all communications between the independent analysis agency and Val-I-Pac shall be by e-mail, with a copy to the Interregional Packaging Commission.

3) In order to enable the Interregional Packaging Commission to fulfil its supervisory role under the Cooperation Agreement, Val-I-Pac shall inform the Interregional Packaging Commission at least two working days beforehand of the location and date of the statistical analyses referred to in 2).

4. Calculating the quantity of recycled packaging waste

The quantity of recycled packaging waste ($Q_{N,i}$) is calculated at the start of the recycling process. The quantity of recycled packaging material (i) is obtained by multiplying the quantity of collected and sorted packaging waste ($Q_{D,i}$) entering the recycling process by the purity of the packaging waste ($1 - X_i$) and by the fixed efficiency of the recycling process ($\eta^*_{P,i}$).

$$Q_{N,i} = Q_{D,i} \cdot (1 - X_i) \cdot \eta^*_{P,i}$$

where: $Q_{N,i}$ quantity of recycled packaging waste from the material (i).

$Q_{D,i}$ quantity of packaging waste from the material (i) that is collected and sorted and that is entered into the recycling process and calculated in accordance with article 4(3) of this accreditation.

X_i percentage of impurities present in the collected and sorted packaging waste from the material (i).

“Impurities in packaging waste” shall be understood to mean any material other than the packaging material (i) as it has been placed on the market and included in the denominator of the recycling targets for the material (i).

The term “impurities” therefore includes, on the one hand, all contaminants (residual content, stains, moisture, etc.) other than the packaging material and, on the other hand, packaging materials other than the packaging material (i).

$\eta^*_{P,i}$ fixed recycling efficiency due to loss of packaging material (i) during the recycling process.

This efficiency depends on the nature of the packaging material (i) and the kind of recycling process. If there is insufficient information at hand about the results of the recycling process, this efficiency shall be fixed based on the efficiency of the material (i) recycling process that technically produces the lowest results.

Without prejudice to the decisions taken at European level in relation to Directive 94/62/EC, the formula $[(1 - X_i) \times \eta^*_{P,i}]$ shall be equal to 1 for all packaging materials for the duration of this accreditation, subject, however, to any modification of the accreditation conditions, in accordance with article 26(1)(4) of the Cooperation Agreement.

SECTION 3. PAYING THE INDUSTRIAL UNPACKERS

Art. 5. 1. Val-I-Pac is required to deploy any resources and systems needed for it to fulfil its take-back (i.e. recycling and recovery) obligation.

2. Val-I-Pac shall deploy at least the following resources and systems:

1) A container incentive intended to encourage the selective collection of industrial and commercial packaging waste. This incentive shall be paid by Val-I-Pac to the unpacker as a contribution towards

the cost of hiring selective containers for industrial and commercial packaging waste; it is part of the payment of the full cost of managing this type of waste.

2) A recycling incentive intended to encourage the recycling of specific materials. This incentive shall be paid by Val-I-Pac to the unpacker; it is part of the payment of the full cost of managing industrial and commercial packaging waste.

3) A starter incentive intended as a once-only payment for unpackers just starting to collect packaging waste selectively.

4) An SME plan for small unpackers, i.e. those with fewer than 50 employees, and for retailers with a view to:

- encouraging the selective collection of industrial and commercial packaging waste, for example by introducing or maintaining appropriate incentives or other financial contributions that take account of regional initiatives concerning the collection of waste from SMEs;
- developing the Clean Site System and establishing national systems for the selective collection of specific kinds of industrial and commercial packaging waste along the lines of the Clean Site System, with the funding being shared between Val-I-Pac and the responsible companies that place the packaging in question on the market;
- in the context of the Clean Site System, setting up projects to encourage the collection of rigid plastic;
- further improving communication and awareness and tailoring this to the target groups;
- organising the practical coordination of campaigns directed at small unpackers, in collaboration with municipalities, intermunicipalities, the Belgian Regions, associations (de facto or otherwise) of small unpackers and other accredited compliance organisations.

Val-I-Pac shall make a total budget available for this SME plan of at least EUR 700,000, annually adjusted to the consumer price index, excluding the personnel costs of the management and excluding the incentives referred to under 1), 2) and 3), to fund:

- the communication plan for the unpackers, specifically the small unpackers, i.e. those with fewer than 50 employees, intended to ensure, via targeted communication campaigns, that each professional sector and each kind of unpacker has maximum access to the unpackers' payment system; the communication plan shall focus particularly on areas where sorting results are weakest;
- the part funded by Val-I-Pac in the Clean Site System and similar projects, including the incentives referred to under 1) and 2), the latter by way of exception to the rule set out above;
- the continuation and further development of the collaboration with the intermunicipalities in their action plans to encourage selective collection from SMEs, such as:
 - at container parks (charging or otherwise),
 - via separate, charging collection routes for packaging waste;
- projects to encourage selective collection from SMEs on industrial estates and from farmers;
- new initiatives taken within the scope of this accreditation.

With regard to the resources and systems to be deployed, Val-I-Pac is at least required to meet the undertakings made in its accreditation application. The projects and the funding of these can be reviewed annually by Val-I-Pac, with the explicit approval of the Interregional Packaging Commission. Val-I-Pac shall formulate its review proposals as part of the report provided for in article 18(2) of this accreditation.

In the event of Val-I-Pac failing to meet the forecasts made in its accreditation application, concerning the increase in (1) the number of companies taking part in selective collections and (2) the weight of the selectively collected quantities compared with the total stream of industrial and commercial packaging waste, Val-I-Pac shall propose a readjustment to the Interregional Packaging Commission.

3. The incentives referred to in para. 2 may be combined.

4. At least the following containers shall be regarded as selective receptacles for industrial and commercial packaging waste:

- selective disposal containers (containing at least 90% mono-material packaging waste that is recycled or containing 80% multi-material recyclable industrial and commercial packaging waste and no substances that may hinder recycling);
- selective large roll containers (roll containers of more than 1000 litres, containing at least 70% mono-material packaging waste that is recycled);
- small roll containers (roll containers with a capacity of at least 660 litres and less than 1000 litres, containing at least 70% mono-material packaging waste that is recycled);
- wire containers of more than 2.16 m³ and collection containers (680-800 litres) for packaging waste, deemed to be hazardous waste, that is recycled;
- plastic containers of 500-680 litres and wire containers of 500 litres up to 2.16 m³, the content of which is recycled;
- bags for the collection of plastic film and bags for the collection of EPS.

5. Each year before 31 October, Val-I-Pac shall communicate to the Interregional Packaging Commission the amounts of the container, recycling and starter incentives for the next calendar year.

Via the container and recycling incentives and via the action plan referred to in para. 2, 3), Val-I-Pac shall aim to cover the full cost of packaging-waste management by setting and maintaining the incentives at the average amount of the full cost and by ensuring these incentives are available to as many industrial unpackers as possible.

6. Val-I-Pac shall check whether the industrial and commercial packaging waste unpackers that receive the incentives referred to in para. 2 are members of Val-I-Pac. It shall also check the company profile and geographical location of these unpackers.

Val-I-Pac shall set a general indicator that comprises the share of the costs of the container and recycling incentives in the total liabilities in the Val-I-Pac budget. Within the monitoring committee, Val-I-Pac shall make the necessary arrangements with the Permanent Secretariat of the Interregional Packaging Commission for setting additional indicators.

Each year Val-I-Pac shall submit the overall results of its checks, as well as the changes in the indicators, according to the practical arrangements made by the Interregional Packaging Commission after discussion in the monitoring committee.

7. Regardless of whether an industrial unpacker is a member of Val-I-Pac, it is eligible for the payment made by Val-I-Pac, insofar as it is able to demonstrate that it complies with the take-back and reporting obligations. If an industrial unpacker is unable to demonstrate that it complies with the provisions of the Cooperation Agreement, it is not eligible for any payment from Val-I-Pac.

SECTION 4. OPERATIONAL ASPECTS

Art. 6. 1. Val-I-Pac shall adapt its standard contract with the operators, as contained in the accreditation application, so as to bring it in line with the provisions of this accreditation.

Each contract with an operator shall require the operator to allow the checks and inspections specified in this accreditation and to provide any explanations that are conducive to obtaining a good understanding of the data being checked.

The operators must explicitly undertake to provide Val-I-Pac with any relevant information on the final destination of the industrial and commercial packaging waste and to answer any additional questions from Val-I-Pac on this subject. The final destination may be in either the “waste” phase or the “end-of-waste”

phase. The operators must take into account that Val-I-Pac will relay this information to the Interregional Packaging Commission. In relation to this, the only reservation that the operators may make is that, where said information is confidential, it may only be disclosed to the members of the Permanent Secretariat of the Interregional Packaging Commission that are specifically responsible for monitoring under article 29(1) of the Cooperation Agreement.

The final version of the adapted standard contract with the operators shall be submitted to the Interregional Packaging Commission for approval, within a maximum of six months of accreditation being granted.

2. Val-I-Pac shall systematically describe both the first and the second step of the recycling chain, quantify these steps and report on them in full to the Interregional Packaging Commission. The first step is the delivery of mono-material streams to a trader, a final recycler or an “intermediary step in the recycling process”. The second step is the delivery of the same or combined mono-material streams by the recipient of the waste in the first step to its downstream operators.

3. At least five working days before each meeting of its “operator working group”, Val-I-Pac shall send the agenda and the documents for this meeting to the Interregional Packaging Commission.

The minutes of the meeting shall be sent to the Interregional Packaging Commission within five working days of the date of the meeting. The Interregional Packaging Commission can ask Val-I-Pac for further explanations and/or justifications concerning any topic discussed.

Art. 7. Val-I-Pac is required to provide the Interregional Packaging Commission, on request, with a copy of each contract it concludes with an operator.

Art. 8. 1. Val-I-Pac can only conclude a contract with an operator that:

- provides a guarantee that the applicable environmental regulations will be complied with;
- has the required technical capabilities to enable it to complete its task;
- has the required logistic and administrative capabilities to enable it to guarantee the quality of the information provided to Val-I-Pac;
- agrees to provide Val-I-Pac with any information it requests relating to the nature, origin and destination of the industrial and commercial packaging waste collected.

2. Each operator that is rejected by Val-I-Pac due to failure to meet one of the conditions listed in para. 1 can submit a new request to enter into a contract with Val-I-Pac after it has provided proof that it has taken the necessary measures to ensure that the condition is met.

3. The tonnages of an operator that has a contract with Val-I-Pac cannot be excluded from the results.

4. Val-I-Pac shall not discriminate between operators.

Art. 9. 1. Val-I-Pac is required to take all the necessary measures to ensure a level of inspection that sufficiently guarantees the correctness of the information on recycling and recovery. Within three months of this accreditation being granted, Val-I-Pac must submit an inspection strategy to the Interregional Packaging Commission for approval. This inspection strategy should provide for:

- 1) annual inspections of operators by Val-I-Pac;
- 2) annual audits of the annual statement at the premises of each operator, performed by a completely independent expert;
- 3) targeted inspections, performed by a completely independent expert at the premises of one or more operators that have concluded a contract with Val-I-Pac, according to the needs of Val-I-Pac;
- 4) a programme for randomly verifying, in consultation with the Interregional Packaging Commission, the effective recycling of the industrial and commercial packaging waste that is placed on the market in Belgium, in other European Union countries or outside the European Union.

2. The inspections referred to in para. 1 are intended, inter alia, to ascertain whether the packaging waste reported by the operators under contract with Val-I-Pac as being recycled or recovered:

- 1) is collected from industrial unpackers in Belgium;
- 2) is actually packaging waste of industrial/commercial origin and from one-way packaging, generated in Belgium;
- 3) was fully and effectively entrusted to a recycling or recovery centre or to a materials recovery facility, with a view to being recycled or recovered.

In order to fulfil his task in accordance with para. 1, 2) and 3), the independent expert shall have access to all information, confidential or otherwise, relating to the execution of the contract between Val-I-Pac and the operators. The independent expert can perform any inspection, sampling, survey, analysis or checks that are conducive to the proper performance of his task. The independent expert shall abide by the rules of confidentiality.

On completion of the inspections in accordance with para. 1, 2) and 3), the independent expert shall draw up a report on the methods of inspection, sampling, surveying and analysis used and on the nature of the data checked. The report shall contain a reasoned opinion in relation to the correctness, or otherwise, of the execution of the contracts concluded between Val-I-Pac and the operators and in relation to the reliability of the data provided by the latter. The expert shall send his report to the operator so that the operator can formulate a response. This response shall be appended to the report. The expert shall send the final report and appendices both to Val-I-Pac and to the Interregional Packaging Commission. The final report shall contain a detailed calculation of the checked and the accepted tonnages.

3. In order to enable the Interregional Packaging Commission to fulfil its supervisory role under the Cooperation Agreement, Val-I-Pac or the expert shall inform the Interregional Packaging Commission at least five working days beforehand about the inspections referred to in para. 1, 1), 2) and 3).

4. The contract between Val-I-Pac and the operators shall provide for the necessary measures that must be applied if the operator fails to comply with the pre-established inspection rules or if, during the inspections within the meaning of para. 1, 2) and 3), or during the inspections within the meaning of para. 1, 1), the independent expert or the inspector, respectively, finds deviations in excess of 10% in the declarations submitted to Val-I-Pac regarding the quantity of industrial and commercial packaging waste reported by the operator.

5. Val-I-Pac shall keep the reports of the inspections referred to in para. 1, 1) to 3), and para. 2 available for inspection by the Interregional Packaging Commission for a period of five years.

Art. 10. The programme, to be determined in consultation with the Interregional Packaging Commission, for verifying the effective recycling of industrial and commercial packaging waste placed on the market in Belgium, in other European Union countries or outside the European Union shall devote particular attention to the inspection of trading by “dealers” or “brokers” (as defined in Directive 2008/98/EC). Specific attention will also be given to the geographical, material and recycling aspects.

During the course of the calendar years 2018 and 2020 Val-I-Pac will conduct a detailed study of the recycling chains in relation to the packaging waste treated in other European Union countries or outside the European Union. In this context, special attention will be given to the environmental, social and economic conditions in which recycling takes place. These studies will take as their starting point specific, recent streams of Belgian packaging waste that have been sent for treatment to other European Union countries or outside Europe by “dealers” or “brokers” (as defined in Directive 2008/98/EC). Relevant company visits outside Europe will form the basis for these studies. The precise inspection programme is to be agreed with the Permanent Secretariat of the Interregional Packaging Commission within the monitoring committee.

SECTION 5. MEMBERSHIP CONTRACT WITH THE COMPANIES RESPONSIBLE FOR PACKAGING

Art. 11. 1. Val-I-Pac must accept the membership of any company responsible for packaging ("responsible company") wishing to join in relation to all of its industrial and commercial packaging.

2. The responsible company has for the duration of this accreditation the right to unilaterally cancel its membership contract with Val-I-Pac at the end of each calendar year, without being liable to pay any compensation, subject to a notice period of six months.

3. Val-I-Pac shall submit to the Interregional Packaging Commission the list of members that cancel their membership due to the fact that they are no longer subject to the take-back obligation under article 6 of the Cooperation Agreement of 4 November 2008. Val-I-Pac shall submit this list within the time limits agreed in the monitoring committee.

Art. 12. 1. Each year, by no later than 31 October, Val-I-Pac shall submit its tariffs for its members to the Interregional Packaging Commission. These tariffs shall at least meet the fundamental requirement of maintaining the existing link between tariffing and the recyclability of the packaging.

If the tariffs do not meet this requirement, the Interregional Packaging Commission can reject them, in which case Val-I-Pac shall submit new proposals.

2. With effect from the first year of membership, the members shall pay Val-I-Pac a "minimum fee" of EUR 50 per year.

Art. 13. 1. Val-I-Pac must apply retroactive membership for the five calendar years that precede the year in which the membership contract was signed. The amount of the annual membership fees is set at a fixed rate of EUR 50. With effect from the 2019 calendar year, these fixed annual fees will be increased to EUR 250 for companies that are responsible for more than 50 tonnes of one-way packaging in the year they join, and to EUR 100 for companies that are responsible for a maximum of 50 tonnes of one-way packaging in the year they join.

The retroactive membership fees are not payable for the years in respect of which:

1. no packaging was placed on the Belgian market;
2. the responsible company can demonstrate conclusively that it has fulfilled its take-back obligation, either itself or by contracting a third party;
3. the responsible company has suffered a penalty as provided for in article 32 of the Cooperation Agreement.

2. Contrary to para. 1, Val-I-Pac may not apply retroactive membership if the responsible company has undergone an inspection within the meaning of article 29 of the Cooperation Agreement, as a result of which an official report was drawn up by the Interregional Packaging Commission, under penalty of nullity of the retroactive membership. This ban on applying retroactive membership shall be lifted on payment of the administrative fine, imposed under article 31 of the Cooperation Agreement.

3. In the event of retroactive membership, Val-I-Pac may charge default interest for the five calendar years preceding the year in which the company becomes a member, equivalent to the amount that would be payable if interest calculated at the statutory rate were applied to the retroactive membership fees. Val-I-Pac shall, however, make provision for the necessary terms of payment.

4. Without prejudice to the requirement that Val-I-Pac must submit the complete list of affiliated responsible companies each year in accordance with article 19(1) of the Cooperation Agreement, Val-I-Pac shall submit a list of new retroactive members to the Interregional Packaging Commission each quarter.

Art. 14. Any amendments to the membership contract 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.

SECTION 6. OTHER OBLIGATIONS OF THE ACCREDITED COMPLIANCE ORGANISATION

Art. 15. Val-I-Pac shall be required to take out 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.

Art. 16. 1. Val-I-Pac shall submit to the Interregional Packaging Commission the required information relating to the impact of its tariffs on quantitative and qualitative prevention and on the promotion of reusable packaging.

2. In accordance with the practical arrangements made within the monitoring committee, Val-I-Pac shall submit to the Interregional Packaging Commission a study regarding the plastic packaging placed on the Belgian market by the responsible companies; this study shall investigate what types of plastic have been placed on the market and in what ratios. Plastics are: PE, LDPE, HDPE, PET, PVC, PP, PS (excluding EPS), EPS and "others".

3. Val-I-Pac shall undertake communication and information campaigns at the responsible companies with regard to prevention at source of packaging, encouragement of the use of sustainable packaging, and re-use of packaging. These campaigns shall convey a consistent message across Belgium.

Val-I-Pac shall undertake communication and information campaigns at the responsible companies aimed at promoting easy-to-recycle packaging and the use of recycled materials.

Val-I-Pac shall look into how to develop campaigns in the plastic packaging value chain in order to move towards a more circular model.

SECTION 7. REPORTING OBLIGATIONS

Art. 17. 1. Each year, by no later than 31 March, Val-I-Pac shall submit a report, in both Dutch and French, to the Interregional Packaging Commission on the implementation of and compliance with the provisions of this accreditation and of the Cooperation Agreement during the course of the preceding calendar year.

This report shall address the following issues in particular:

- the achievement of the recycling and recovery targets;
- the data falling under the reporting obligation, as provided for in articles 18 and 19 of the Cooperation Agreement;
- per packaging material, the operators with which Val-I-Pac has concluded a contract within the meaning of Section 4 of this accreditation;
- per packaging material, the overall tonnages, divided into the categories that are identified by the Interregional Packaging Commission after consultation with Val-I-Pac within the monitoring committee, in respect of which Val-I-Pac has concluded a contract within the meaning of Section 4 of this accreditation;
- per packaging material, the materials recovery facilities, recycling companies or recovery companies to which the invoiced packaging waste was ceded by the operators that have concluded a contract with Val-I-Pac within the meaning of Section 4, in accordance with the practical arrangements for the annual declaration by the contracting parties regarding the treatment of the packaging waste, as provided for under article 6(1) of this accreditation;

- the charging of the costs associated with the take-back obligation to the responsible companies and the way in which the costs incurred by the unpackers in relation to the management of industrial and commercial packaging waste are covered;
- the incentives referred to in article 5(2);
- social employment;
- the evaluation of the inspections carried out by Val-I-Pac during the course of the previous year.

Each year, by no later than 30 September, Val-I-Pac shall submit a report, in both Dutch and French, to the Interregional Packaging Commission on the monitoring of the second step of the recycling chain, as provided for in article 6(2) of this accreditation.

Based on these reports and on its own inspections, the Interregional Packaging Commission shall determine the recycling and recovery results obtained by Val-I-Pac, in accordance with article 26(2) of the Cooperation Agreement.

2. Val-I-Pac shall also submit to the Interregional Packaging Commission the data relating to potentially hazardous packaging, as provided for in article 18(1)(6) of the Cooperation Agreement, in accordance with the practical arrangements made by the Interregional Packaging Commission after discussion in the monitoring committee.

Val-I-Pac shall also submit the statistics referred to in article 18(1)(1) and 18(1)(4) of the Cooperation Agreement in relation to “glass” packaging material.

3. Val-I-Pac shall submit to the Interregional Packaging Commission all the details it has and which are needed for the mandatory reports made by the Belgian government to the European Commission.

The details relating to the recycling and recovery of the industrial and commercial packaging waste that is generated in Belgium shall make a distinction, per packaging material within the meaning of article 3, between invoiced packaging waste intended for the domestic market and that intended to go abroad. For foreign destinations, a further distinction shall be made between destinations within and outside the European Union.

4. Per material, Val-I-Pac shall provide the Interregional Packaging Commission with the aggregated data from the declarations submitted to it by the members of the non-profit organisation AgriRecover, making a distinction between hazardous and non-hazardous packaging. Val-I-Pac shall also submit the figures relating to the disposal and recovery of the packaging waste, as supplied by AgriRecover.

Within three months of this accreditation being granted, Val-I-Pac shall submit a proposal for an amended framework contract with AgriRecover for approval by the Interregional Packaging Commission. This framework contract shall be based on the principle that Val-I-Pac shall refund to AgriRecover the fees per tonne paid to Val-I-Pac by the members of AgriRecover for the packaging sent for recycling by AgriRecover.

5. The members of the Permanent Secretariat of the Interregional Packaging Commission shall have free access without prior notice being required to all the basic data of Val-I-Pac. This shall be accessible via a data carrier compatible with the computer system of the Interregional Packaging Commission.

Val-I-Pac shall provide full online access (“read-only”) to its databases containing information relating to the recycled and recovered quantities and to the certificates issued within the scope of the various incentives referred to in article 5(2).

6. Val-I-Pac shall submit to the Interregional Packaging Commission, in addition to the above and by the electronic means specified by the Interregional Packaging Commission, all the details requested by the latter within the stipulated time limits.

Art. 18. Each year and always before 31 October, Val-I-Pac shall submit a report, in both Dutch and French, to the Interregional Packaging Commission on the industrial and commercial packaging waste

streams that are treated or resold by the operators with which Val-I-Pac has concluded a contract.

This report shall concern all of the aforementioned waste streams and shall include the total figures per material, broken down by Region and for all of the operators, both for industrial/ commercial packaging waste and for the proportion that is not industrial/commercial packaging waste. If Val-I-Pac has to make extrapolations to prepare the report, it shall specify the extrapolation method used.

This report shall indicate the number of companies that have the aforementioned waste streams collected and shall provide an overview of the number of selective streams collected per company. The selective streams concern a minimum of residual waste, paper/cardboard, wood, glass, metals, plastic film and EPS. This report shall include the total figures, broken down by Region and for all of the operators, per activity sector and per material, both for collection by means of receptacles that are exclusively used for industrial and commercial packaging waste and for collection by means of receptacles that are partly used for industrial and commercial packaging waste. The basic data for the report shall be linked with the company number of the company that has its waste collected; this will ensure there is a link to the sector (NACE code) and geographical unit (postcode). If Val-I-Pac has to make extrapolations to prepare the report, it shall specify the extrapolation method used.

The report shall not concern waste streams that, as a rule, do not contain or have not contained any industrial and commercial packaging waste and that, consequently, are neither reported to Val-I-Pac, in whole or in part, nor analysed and/or audited by or on behalf of Val-I-Pac.

Within three months of this accreditation being granted, Val-I-Pac is required to develop a monitoring system, in collaboration with the Regions and the Interregional Packaging Commission, with the aim of evaluating the effectiveness and efficiency of the policy pursued by Val-I-Pac in the Regions in relation to sorting and selective collection and to enable it to provide data per Region and/or sub-Region. Within a period of six months, Val-I-Pac must develop a monitoring system, in consultation with the Regions and the Interregional Packaging Commission, to enable it to also provide data per activity sector.

The monitoring system shall also take into account the resources deployed and the results obtained per Region and per activity sector. Corrective action shall be taken in areas where sorting results are weakest.

Art. 19. Val-I-Pac shall annually submit to the regional authorities a proposal for communication and information campaigns targeted at sorting within companies, taking into account regional and local characteristics and also the actual results for selective collection per Region and per activity sector.

Art. 20. 1. Each year and always before 31 October, Val-I-Pac shall submit a report, in both Dutch and French, to the Interregional Packaging Commission on the sales prices of the materials, which shall also include an explanatory note regarding the monitoring of the sales prices of the materials. The format of this report and the way in which it is to be submitted shall be determined by the Interregional Packaging Commission after discussion in the monitoring committee.

2. Before 30 November each year, Val-I-Pac shall submit to the Interregional Packaging Commission an update, in both Dutch and French, of the execution of the SME plan provided for in article 5(2)(4) of this accreditation, as well as the necessary proposals, in both Dutch and French, for the implementation of the SME plan in the following calendar year.

Art. 21. 1. Each year, immediately after approval has been given by its decision-making bodies and by no later than 15 December, Val-I-Pac shall present its annual budget to the Interregional Packaging Commission.

2. In accordance with article 12(5) of the Cooperation Agreement, Val-I-Pac must respond to all questions asked by the Interregional Packaging Commission regarding its financial income, including retroactive membership fees.

The retroactive membership fees should be shown as a separate item in the accounts of Val-I-Pac.

3. Val-I-Pac shall inform the Interregional Packaging Commission, in both Dutch and French, about any intended modifications to its declaration system for the responsible companies no later than two months prior to these modifications taking effect. The declaration system may not discriminate between the responsible companies that are members of Val-I-Pac.

Art. 22. Any alteration in the resources and systems deployed by Val-I-Pac to fulfil its take-back obligation must be communicated in writing to the Interregional Packaging Commission, in both Dutch and French.

Any significant alteration must be submitted to the Interregional Packaging Commission in writing two months beforehand and must be adequately explained. This alteration can only take effect with the explicit approval of the Interregional Packaging Commission.

The following are considered to be significant alterations:

- the scrapping or introduction of an incentive within the meaning of article 5(2)(1), 5(2)(2) or 5(2)(3);
- the reduction of the amount of such an incentive compared with the amounts stated in the accreditation application;
- the amendment of the content of one of the standard contracts referred to in this accreditation.

Val-I-Pac may not in any way renege on any of the undertakings made in the accreditation application.

SECTION 8. COLLABORATION WITH THIRD PARTIES

Art. 23. If Val-I-Pac provides staff or expertise to a third party for the purpose of consultancy or statistical processing of waste data, or for any other purpose that is extraneous to its take-back obligation, this must be done with the full knowledge of the Interregional Packaging Commission and in return for payment that covers the costs.

Val-I-Pac shall ensure at all times the confidentiality of the data in its various databases vis-à-vis third parties outside its organisation.

SECTION 9. MONITORING COMMITTEE

Art. 24. There shall be a monitoring committee, composed of representatives from the Permanent Secretariat and from Val-I-Pac, whose role is to evaluate the impact of the decisions taken by the Interregional Packaging Commission in the context 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 10. FINAL PROVISIONS

Art. 25. This accreditation shall in no way affect the provisions of the Cooperation Agreement or the rights and obligations contained therein.

Any provision in the accreditation application that, literally or in its implementation, is found to be contrary to the provisions of the Cooperation Agreement shall be deemed null and void.

Art. 26. Val-I-Pac shall comply with the rules on the use of languages and shall ensure that any official communication to the Interregional Packaging Commission is submitted in at least Dutch and French.

Art. 27. The accreditation shall take effect on 1 January 2017 and shall remain valid until 31 December 2021 inclusive, without prejudice to the provisions of article 26(1)(4) of the Cooperation Agreement.

Brussels, 1 December 2016

Martine GILLET
Deputy Chair of the Interregional
Packaging Commission

Francis RADERMAKER
Deputy Chair of the Interregional
Packaging Commission

Danny WILLE
Chair of the Interregional
Packaging Commission