



Commission interrégionale de l'Emballage
Interregionale Verpakkingscommissie

Accreditation FOST PLUS

20 december 2018



INTERREGIONAL PACKAGING COMMISSION

DECISION OF THE INTERREGIONAL PACKAGING COMMISSION OF 20 DECEMBER 2018 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.

In collaboration with the Interregional Packaging Commission and the industry, Fost Plus shall draw up, 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. 1) 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. 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) With regard to the expanded collection of plastics, as described in the implementation plan approved by the Interregional Packaging Commission on 7 June 2018, the projects based on a contract within the meaning of article 13(1)(7) of the Cooperation Agreement may include the following scenarios:

- a. until 31 December 2019 at the latest: collection of “conventional” PMD, where the P stands for “plastic bottles”, without collection of residual household plastic packaging (i.e. the sum total of household plastic film packaging plus household rigid plastic packaging, other than bottles);
- b. until 31 December 2020, but the deadline may be extended, subject to approval by the regional authority concerned after discussion within the Interregional Packaging Commission: collection of “conventional” PMD, where the P stands for “plastic bottles”, supplemented by collection of residual household plastic packaging (i.e. the sum total of household plastic film packaging plus household rigid plastic packaging, other than bottles), where appropriate collected with other plastics, or supplemented by collection of only household plastic film packaging at the recycling centres;
- c. until 31 December 2020, but the deadline may be extended, subject to approval by the regional authority concerned after discussion within the Interregional Packaging Commission: collection of P+MD “rigid plastics”, where the P+ stands for “all household rigid plastic packaging”, supplemented by collection of household plastic film packaging;
- d. collection of P+MD “all plastics”, where the P+ stands for “all household plastic packaging, with the exception of household hazardous waste and EPS (non-food)”.

3) The sorting message for the public in the P+MD “all plastics” scenario, as described in paragraph 2(d), will be evaluated annually by a “sorting message” working group comprising Fost Plus, the Interregional Packaging Commission, the Belgian Regions, the locally responsible municipalities or intermunicipalities and the federations representing waste management companies.

In this context, the working group will look at whether the sorting message can be further clarified and whether it should be expanded to include small plastic household items other than packaging. The aim is not to make the sorting message more complicated by adding new exceptions. In principle, Fost Plus is not responsible for financing the costs associated with these small plastic items.

No P+MD bags will be refused during collection due to the presence of items that consumers consider to be packaging, or of limited quantities of small plastic items that do not impede sorting or recycling; a P+MD bag may only be refused if it contains items that impede sorting or recycling.

SECTION 2. RELATIONSHIP WITH THE MUNICIPALITIES OR INTERMUNICIPALITIES

SUBSECTION 1. 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;
- glass;
- plastic;
- ferrous metals;
- aluminium;
- drink cartons.

As long as the Cooperation Agreement does not differentiate between ferrous metals and aluminium, the target for metals must be met, but aluminium must nevertheless be reported separately.

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

The recycling rate 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”.

For each material, Fost Plus shall report on the beverage packaging placed on the market by its members and also on their selective collection and recycling. The practical arrangements regarding this reporting shall be made by the monitoring committee.

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

a) The following shall be taken into account for 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.
- 3) Ferrous metal and aluminium packaging waste as referred to in article 1(2) that is collected at the entrance or exit of household waste incinerators or other treatment facilities, insofar as the quantities do not exceed the total quantities of household ferrous metal and aluminium packaging in the stream being processed, multiplied by the average extraction rates of the different treatment facilities for ferrous metal and aluminium packaging waste. Each year, by 31 March, Fost Plus shall submit to the Interregional Packaging Commission a reasoned proposal for the practical calculation of these quantities, taking full account of the rules determined at European level.
- 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 acquired by a contract concluded with a private operator or by 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 rates shall comply with Decision 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, except where it is household packaging waste that is recycled.

e) Fost Plus shall guarantee that recycled packaging waste is actually used to make new end products and shall preserve the technical properties and economic value of the recycled materials as much as possible. As part of the standard tender specifications for the acquisition of materials, Fost Plus shall submit the necessary proposals to promote recycling of the highest possible quality, such as bottle-to-bottle recycling of transparent and blue PET fractions, where at least 25% bottle-to-bottle recycling must be achieved.

f) With regard to points D and E in article 6, if the P+MD “all plastics” is partly sorted into a “mixed plastics” fraction, this part may only be included in the recycling results if it concerns household packaging waste and is sent for final recycling. Only recycling into new plastic granulate or new products is accepted as final recycling. Where appropriate, the part of the “mixed plastics” fraction that concerns household packaging waste and that does not qualify for final recycling may nevertheless be counted as recovery.

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, in the event of contract award

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

- b) Negotiated cost, where own staff and equipment are used

If a municipality or intermunicipality that is locally responsible for waste collection decides to work with its own staff and equipment for certain materials or streams (glass, paper/cardboard, PMD), Fost Plus shall pay the full cost, as set out in article 13 of the Cooperation Agreement. Fost Plus shall document the prices it quotes in the negotiations and cannot refuse the cost items justified by the municipality or intermunicipality, such as wage scales resulting from labour negotiations, obligations under social legislation (wellbeing at work, collective agreements, etc.), obligations under the environmental permit, invoices, and results of contracts awarded. Pending agreement, the rates in the previous contract shall remain applicable and may not be index-linked more than twice. The second indexation requires the explicit agreement of the Region in the context of a regional mediation.

If the decision of a locally responsible municipality or intermunicipality concerns sorting of the P+MD fraction using its own staff and equipment, the contract between Fost Plus and this municipality or intermunicipality shall define the same technical specifications as for private sorting plants in the context of the award of a contract. The full cost of sorting this stream includes both the sorting costs and the investment depreciation costs for a minimum capacity of 30,000 tonnes, regardless of whether an existing sorting plant is to be modified or a new one built. The costs to be paid shall be determined by mutual agreement. The depreciation period is set at nine years, unless the parties agree on another arrangement. The costs are evaluated annually, taking into account the composition of the incoming streams, the required specifications at the exit of the sorting plants and the capacity determined at the beginning of the project. Unless the parties agree on a different amount or payment arrangement, the sorting costs that are to be paid, excluding investments, shall be provisionally set at EUR 250/tonne, excluding VAT.

c) Reference cost, for other, more expensive scenarios than those described in article 6

Fost Plus shall pay the municipality or intermunicipality locally responsible for waste collection a fixed amount, which is determined by the Interregional Packaging Commission on the basis of the average cost of collection in the scenarios where payment is based on the full cost.

Each year, by 31 March, Fost Plus shall submit a proposal to the Interregional Packaging Commission, on the basis of the rules formulated by the latter, and shall also send this proposal to the locally responsible municipalities or intermunicipalities.

In 2019 the date of 31 March will be postponed to 31 May to enable an ad hoc working group, comprising Fost Plus, the Interregional Packaging Commission, the Belgian Regions, the locally responsible municipalities or intermunicipalities and the federations representing waste management companies, to examine the figures presented anonymously and to draw up joint proposals for a calculation method.

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

A. PAPER/CARDBOARD:

- kerbside collection every four weeks, without using individual containers, supplemented by collection at the recycling centres;
- provided it is justified, for the municipalities and the conurbation with at least 150,000 inhabitants, weekly kerbside collection, without using individual containers, supplemented by collection at the recycling centres;
- provided it is justified, for municipalities with at least 100,000 inhabitants or with an average population density of at least 1,000 inhabitants/km², kerbside collection every two weeks, without using individual containers, supplemented by collection at the recycling centres;

- kerbside collection every four weeks by means of individual containers, supplemented by collection at the recycling centres; in this case, Fost Plus pays 44% of the purchase price of the containers, where appropriate expressed as an annual depreciation payment, with a budget ceiling of EUR 1,250,000 per year; any unused budgets are carried forward to the following year;
- in the case of high-rise buildings and grouped household collection points, 1,100 litre containers may be used for collection purposes;
- collection at recycling centres, supplemented by kerbside collection, in intermunicipalities with an average population density of fewer than 100 inhabitants/km².

B. PMD (PLASTIC BOTTLES, METAL PACKAGING AND DRINK CARTONS, as defined in article 2(2)(a)):

- kerbside collection every two weeks, if necessary supplemented by collection at the recycling centres;
- provided it is justified, for the municipalities and the conurbation with at least 100,000 inhabitants or with an average population density of at least 1,000 inhabitants/km², weekly kerbside collection, if necessary supplemented by collection at the recycling centres;
- in places where PMD bags are collectively deposited, leading to a real problem of public cleanliness and/or a significant increase in PMD residues, kerbside collection may be temporarily or permanently replaced by the installation of sealed containers, fitted with specific openings for depositing items;
- in the case of high-rise buildings and grouped household collection points, 1,100 litre containers may be used for collection purposes;
- under the implementation plan approved by the Interregional Packaging Commission, the P fraction of PMD can be expanded to include all rigid household packaging plastics, thus reducing the residual plastic fraction to household plastic film.

C. as a supplement to B: RESIDUAL PLASTICS (as defined in article 2(2)(b)):

kerbside collection every four weeks, if necessary supplemented by collection at the recycling centres.

D. under the implementation plan approved by the Interregional Packaging Commission, for the municipalities and the conurbation with at least 100,000 inhabitants or with an average population density of at least 1,000 inhabitants/km²: P+MD (HOUSEHOLD PLASTIC PACKAGING WASTE, METAL PACKAGING AND DRINK CARTONS, as defined in article 2(2)(d)):

kerbside collection every two weeks or, if justified, weekly, if necessary supplemented by collection at the recycling centres.

E. under the implementation plan approved by the Interregional Packaging Commission, for the municipalities and the conurbation with fewer than 100,000 inhabitants or with an average population density of fewer than 1,000 inhabitants/km²: P+MD (HOUSEHOLD PLASTIC PACKAGING WASTE, METAL PACKAGING AND DRINK CARTONS, as defined in article 2(2)(d)):

kerbside collection every two weeks, if necessary supplemented by collection at the recycling centres.

F.1. PAPER/CARDBOARD AND PMD (PLASTIC BOTTLES, METAL PACKAGING AND DRINK CARTONS, as defined in article 2(2)(a)):

kerbside dual collection every two weeks, if necessary supplemented by collection at the recycling centres.

F.2. PAPER/CARDBOARD AND P+MD (HOUSEHOLD PLASTIC PACKAGING WASTE, METAL PACKAGING AND DRINK CARTONS, as defined in article 2(2)(d)):

(./.)

kerbside dual collection every two weeks, if necessary supplemented by collection at the recycling centres.

G. GLASS:

collection in two fractions (colourless and coloured) at the recycling centres and by means of bottle banks above and below ground. Within each intermunicipality or conurbation, Fost Plus must ensure a proportional distribution of bottle banks (above or below ground) 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 of fewer than 200 inhabitants/km².

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.

In applying this article, the following principles must also be observed:

- Each alternative scenario of one of the scenarios described above that is cheaper than this scenario and achieves an equivalent collection yield must also be paid for based on the full cost;
- Collection by means of a local “bring recycling” scheme, with containers above or below ground, can replace kerbside collection, with Fost Plus paying the full cost of this collection;
- 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 associated with this service, provided they do not exceed 10% of the reference cost for kerbside collection;
- The justification referred to in points A, B and D concerns either improving the quality and yield of selective collection or enhancing public cleanliness, provided that the same quality and yield of selective collection can be achieved;
- Tourist areas, where the population density obviously exceeds 1,000 inhabitants/km² for several months, must be able to operate during this period on the basis of the scenarios applicable to such areas.

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 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. In addition to the costs of hiring and emptying the containers, Fost Plus shall pay the costs of using the recycling centres by means of a fixed amount of EUR 3,000 per recycling centre per year.

Art. 8. 1) If a municipality or intermunicipality locally responsible for waste collection applies a scenario provided for in article 6, points A-B and D-G, as a baseline scenario, but supplements this with an additional collection of other household packaging waste at the recycling centres, Fost Plus shall pay the full cost of the baseline scenario per waste stream and also the additional tonnages at a special fixed amount of EUR 260 per tonne of household packaging waste recycled, excluding VAT.

2) In the case of article 6 C, Fost Plus shall, within the time limits specified in article 2(2), pay for the collection and processing of the tonnages at a special fixed amount per tonne of household packaging waste recycled, excluding VAT, of EUR 460 for kerbside collection, and EUR 260 for collection at recycling centres. Fost Plus shall allow the processing facility to invoice it directly, but without taking over the entire contract. Fost Plus shall make its expertise available to the municipality or intermunicipality in order to identify reliable recycling channels.

3) The proportion of household packaging waste is determined by sampling, under the supervision of Fost Plus, the municipality or intermunicipality and the Interregional Packaging Commission; sampling takes place at least once a year and is paid for by Fost Plus.

Art. 9. If a municipality or intermunicipality locally responsible for waste collection wishes, in relation to some streams, to work in accordance with scenarios other than those described in articles 6 and 8 and if the following conditions for starting a pilot project have been met, Fost Plus shall pay a cost for these streams that corresponds to the average cost of selective collection and, if necessary, processing of the waste, taking into account the average value of the materials and limited to the full cost of the pilot project.

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 and/or processing 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, up to a maximum of nine years. The pilot project may not result in a situation where partial streams that are recycled in the baseline scenario can no longer be recycled.

The municipality or intermunicipality shall submit a reasoned request to launch a pilot project to the Region concerned and to the Interregional Packaging Commission, with a copy to Fost Plus, showing how it wishes to help Fost Plus achieve its recycling targets under the Cooperation Agreement. Both the Region and the Interregional Packaging Commission must agree to the pilot project.

The contract between Fost Plus and the municipality or intermunicipality relating to the pilot project shall contain at least the following provisions:

- the duration of the pilot project and how it will be evaluated; the results must be analysed annually; every three years a decision must be taken whether or not to continue the pilot project and, if it is continued, to adapt it where necessary;
- the specific terms and conditions of payment within the pilot project;
- the quality requirements for the materials;
- the method for communicating the scenario used to the public;
- the way in which the evaluation costs (e.g. sorting tests, market research, etc.), the communication costs and any investment costs will be shared equitably between the parties involved.

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. In the event of a positive evaluation, the pilot project becomes a baseline scenario, paid on the basis of the full cost. In the event of a negative evaluation, the pilot project is discontinued.

If the pilot project originates from a Region, the latter may submit the request mentioned in the third subparagraph to the Interregional Packaging Commission, with a copy to Fost Plus, in which case the contract mentioned in the fourth subparagraph is concluded between Fost Plus and the Region and the evaluation mentioned in the fifth subparagraph is carried out jointly by Fost Plus, the Region and the Interregional Packaging Commission.

Art. 10. 1) If a tender for the purchase of a particular material is awarded in accordance with the standard tender specifications approved by the Interregional Packaging Commission under the accreditation or amended by the "joint tendering committee", or if any deviation from these specifications does not have an effect on the sales 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 and this deviation has a significant effect on the sales value of the material, the difference shall be received or borne by the municipality or intermunicipality. The average sales 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 values 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.

Art. 11. Fost Plus shall take 32% of the tonnage into account and shall pay 44% 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 take into account and pay for the quantities of packaging waste that are incinerated with energy recovery, in the following order:

1. As regards “conventional” PMD, where the P stands for “plastic bottles”, Fost Plus shall take the tonnages into account and, under articles 10(2)(6) and 13(1)(4) of the Cooperation Agreement, shall pay the costs of selective collection, sorting and incineration with energy recovery of PMD residues.

As regards P+MD “all plastics”, pursuant to 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 normal P+MD residues and take the tonnages into account if they are packaging waste.

2. If the recovery target stated in the Cooperation Agreement is not achieved after possible application of point 1, Fost Plus shall pay, in respect of the missing tonnage, the costs of collection, transportation and incineration with energy recovery for the packaging waste that is not collected selectively, by means of fixed amounts covering the actual costs incurred by the municipalities or intermunicipalities. In order to determine the presence of this type of packaging waste in the residual waste, representative sorting tests shall be conducted by Fost Plus based on a methodology established jointly by Fost Plus and the Interregional Packaging Commission.

2) The cost of non-selective collection and transportation, including transshipment, shall be set at EUR 95/tonne, excluding VAT, for the non-selective stream. The cost of incineration with energy recovery shall be set at EUR 109/tonne, excluding VAT, for the non-selective stream.

These costs shall be apportioned among the Regions based on the most recent population figures 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 terms of payment shall be determined by the competent regional administrations.

Art. 13. 1) Fost Plus shall pay 50% of the costs of purchasing and installing underground bottle banks, with a budget ceiling of EUR 720,000 per year, shared between the Regions based on population size; any unused budgets are carried forward to the following year. The other 50% must be funded by the municipalities or intermunicipalities, which may use the additional payment described in paragraph 2 to cover these costs.

2) As well as the payments already provided for in the standard contract with the municipalities or intermunicipalities, Fost Plus shall make, per municipality or intermunicipality, an additional annual payment for glass of EUR 0.12 per capita, excluding VAT.

This additional payment is intended for activities regarding:

- monthly kerbside 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;
- maintenance 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.

Art. 14. 1) Fost Plus shall pay the costs of monitoring projects, based on a contract within the meaning of article 13(1)(7) of the Cooperation Agreement, by means of a fixed payment of EUR 0.70 per inhabitant per year, excluding VAT. This payment shall be increased by EUR 0.10 per inhabitant per year for municipalities or intermunicipalities with an average population density of fewer than 300 inhabitants/km² and shall be further increased by EUR 0.10 per inhabitant per year for municipalities or intermunicipalities with an average population density of fewer than 150 inhabitants/km². Notwithstanding the above, in the case of existing contracts that are paid in accordance with article 5(d) of the Fost Plus accreditation of 19 December 2013, payments for project monitoring costs, as provided for in this previous accreditation, shall continue to apply until the end of the contract.

2) "Profits" in excess of EUR 0.15 per bag resulting from the sale of PMD bags or P+MD bags shall be deducted from the payment referred to in paragraph 1), but this payment may not be a negative amount.

If a locally responsible municipality or intermunicipality refuses to distribute the bags itself, Fost Plus must undertake to do so within a reasonable period of time.

Art. 15. 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 0.30 per capita per year, excluding VAT.

Each year, in consultation with the municipality or intermunicipality, Fost Plus shall draft a local communication plan per municipality or intermunicipality, detailing the actions to be taken and the amounts required per action; at the request of the municipality or intermunicipality, the plan may also include specific communication campaigns. This plan shall be drawn up in such a way that the amounts set aside for local communication are fully budgeted and spent. If necessary, any surpluses can be carried forward to the following year.

The municipality or intermunicipality may use its own staff for specific communication campaigns. Staff deployment is taken into account on the basis of applicable pay scales.

The local communication plan shall devote particular attention to communication regarding PMD bags and

(./.)

P+MD bags that are left uncollected because they contain the wrong material.

When the P+MD collection is introduced, “starter kits” will be provided. These will be included in the local communication plan.

In terms of local communication, Fost Plus’s strategies, actions and communication expenditure shall take into account regional waste plans and the results of selective collection in the different areas that have projects based on a contract within the meaning of article 13(1)(7) of the Cooperation Agreement.

If the scenario in article 6 C applies, the communication plan must provide for a balanced distribution of resources; local communication must always address the collection of both PMD and residual plastics.

Art. 16. Fost Plus must closely monitor the composition of household PMD sorting residues and household P+MD sorting residues.

For the “conventional” PMD stream, the provisions relating to the PMD residue bonus in the Fost Plus accreditation of 19 December 2013 shall continue to apply.

Art. 17. Fost Plus shall repay the costs of collecting and transporting metal packaging waste collected at the entrance or exit of incinerators or other treatment facilities, in accordance with article 4(a)(3), based on the costs of non-selective collection and transportation, including transshipment. These shall be set at EUR 95/tonne, excluding VAT.

These costs shall be proportionally apportioned among the locally responsible municipalities or intermunicipalities based on the number of inhabitants, as derived from most recent population figures available from 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 pay the full cost of extracting the metal, less the sales value of the materials.

Art. 18. From 1 January 2021, Fost Plus shall make a significant contribution to the costs of selective collection and processing of household packaging waste that is contaminated with or has contained hazardous substances by paying the locally responsible municipalities or intermunicipalities an average fee for the tonnage of household packaging waste, including disposable gas bottles, which are collected in the “Klein Gevaarlijk Afval” (KGA, household hazardous waste) stream in the Flemish Region, in the “Déchets Spéciaux des Ménages” (DSM, special household waste) stream in the Walloon Region and in the “Huishoudelijk Chemisch Afval” (HCA, household chemical waste) stream in the Brussels-Capital Region.

Together with the Interregional Packaging Commission, the Regions and the locally responsible municipalities or intermunicipalities, Fost Plus shall determine the tonnages collected and estimate the actual costs of selective collection and processing. If the parties do not reach agreement by 30 June 2020, the fee due for selective collection and processing shall be determined by the Interregional Packaging Commission.

SUBSECTION 4. STANDARD CONTRACT

Art. 19. 1) Within six months of this accreditation entering into force, Fost Plus shall submit to the Interregional Packaging Commission for approval a new version of the standard contract with the municipalities or intermunicipalities locally responsible for collecting household waste, the standard tender specifications for the collection, sorting and recycling tenders and, if there are any amendments, the standard tender specifications (./.)

under the implementation plan for the expansion of plastics collection. This new version shall include the conditions of this accreditation and compliance with the applicable legislation shall be ensured. 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 six months of receiving the final draft in full.

Any amendments to the standard 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 final proposal in full.

2) Within six months of the Interregional Packaging Commission approving the standard contract, the contracts between Fost Plus and the municipalities or intermunicipalities shall be brought in line with the new standard contract.

SUBSECTION 5: MISCELLANEOUS

Art. 20. The amounts referred to in articles 6 A, 7, 8, 12(2), 13, 14(1), 15, 17 and 37(4) shall be amended in line with the consumer price index, using the consumer price index for November 2018 as the base index, and 2013 as the baseline, i.e. 108.48.

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

SECTION 3. TENDERING

Art. 21. 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.

For the sorting of the P+MD stream “all plastics”, Fost Plus may award the tenders, provided that the tender specifications used have been approved in advance by the Interregional Packaging Commission and that the municipality or intermunicipality delegates this specific task to the Commission.

3) Where selective collection, sorting and recycling tenders are awarded by the municipalities or intermunicipalities, 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.

Art. 22. If the municipality or intermunicipality is responsible for awarding tenders for selective collection, sorting or recycling, funding by Fost Plus shall be contingent upon compliance with the principles of the standard tender specifications approved by the Interregional Packaging Commission, in accordance with article 19, and, where appropriate, adapted by the “joint tendering committee”, in accordance with article 24, and observance of the following rules:

- 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. 23. Fost Plus or a municipality or intermunicipality shall prepare a fact sheet per project for the Interregional Packaging Commission and update it whenever a new tender is awarded (for selective collection, sorting or recycling); this shall provide a clear overview of the project data, and shall include:

- a detailed description of the various collection methods (including the number of bottle banks above and below ground, the grouped collection points and any special collection methods), as well as the payment associated with these;
- an overview of the tenders awarded and the key tendering data.

The intention is to generate this data, to a large extent automatically, from Fost Plus databases. If the databases need to be adapted accordingly, a prior analysis shall be carried out by an external consultant, who shall be appointed by either Fost Plus or the Interregional Packaging Commission and shall report to both Fost Plus and the Interregional Packaging Commission.

Fost Plus shall send the updated fact sheets to the Interregional Packaging Commission by 1 March each year.

Art. 24. A “joint tendering committee” shall be set up, composed of representatives from Fost Plus, the locally responsible municipalities or intermunicipalities and, in an observer capacity, the federations representing waste management companies.

The federations representing waste management companies are not involved in tendering in order to avoid any conflict of interest.

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.

The joint tendering committee shall be responsible for adapting the standard tender specifications approved in accordance with article 19 to take account of technical progress, drawing up new standard tender specifications per material for recycling tenders and approving the 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. 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. 25. Standard contracts with independent experts, relating to inspecting and certifying the proper performance of the recycling contracts between Fost Plus and purchasers (recycling companies), are submitted for approval to the Interregional Packaging Commission, after being discussed by the monitoring committee. The standard contracts must ensure that the Interregional Packaging Commission can always ascertain with absolute certainty that the packaging waste has actually been recycled and, if necessary, can take part in the inspection itself.

SECTION 4. SOCIAL EMPLOYMENT

Art. 26. 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. 27. 1) Supplementary to article 21(4) of this accreditation, when Fost Plus awards tenders, it shall ensure strict monitoring of compliance with social legislation in awarding recycling contracts and strict adherence thereto in the execution of these recycling contracts.

2) The measures to promote 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 article 21(4) of this accreditation.

SECTION 5. MEMBERSHIP OF COMPANIES RESPONSIBLE FOR PACKAGING

SUBSECTION 1. CALCULATING THE GREEN DOT

Art. 28. 1) The principles for calculating the Green Dot rate must reduce the environmental impact of packaging and must respect the waste hierarchy in Waste Directive 2008/98/EC. The principles of eco-modulation and its phased introduction, as presented in the accreditation application, are accepted subject to the following conditions:

- starting with the rates for 2021, charge a strongly deterrent rate amounting to at least twice the highest rate for types of packaging that are selectively collected for recycling, for types of packaging that hinder selective collection and/or sorting or that cannot be recycled; these types of packaging shall be identified by the Interregional Packaging Commission after consulting the “materials” working group; after identification, Fost Plus must either apply the deterrent rate with effect from the following year or submit a substantiated derogation note, which may suspend application of the deterrent rate for a maximum period of two years dating from identification and which contains the measures to be taken, in particular with regard to negotiations with the producers concerned on the modification or replacement of this type of packaging;
- starting with the rates for 2021, allocate to the packaging concerned the specific costs associated with the regional cleanliness plans;
- starting with the rates for 2021, allocate to the packaging concerned the specific costs of collecting and processing packaging waste that is contaminated with or has contained hazardous substances;
- by no later than 31 March 2019, set up a “materials” working group, comprising at least Fost Plus, the Interregional Packaging Commission, the Regions, the Federal Public Service for the Environment, the locally responsible municipalities or intermunicipalities, the federations representing waste management companies, material organisations, sorting plants and recycling companies, and the federations representing companies involved in the distribution and production or import of packaged products;
- within the “materials” working group, organise monitoring of recycled content in packaging and explore possible ways of further encouraging this through pricing;
- within the “materials” working group, organise monitoring of the use of bio-based material in packaging and examine the need to differentiate pricing based on this criterion.

2) Each year, by no later than 15 September, Fost Plus shall submit a proposal to the Interregional Packaging Commission regarding the method for calculating the contributions of the affiliated members

(./.)

and regarding the rates applicable for the following year, in accordance with the principles for calculating the Green Dot.

SUBSECTION 2. MEMBERSHIP CONTRACT

Art. 29. 1) Within four months of the date of entry into force of this accreditation, Fost Plus shall submit a new version of the membership contract to the Interregional Packaging Commission for approval. This shall include the minimum contributions of the members, in principle set at EUR 50 per year, the terms and conditions for retroactive membership, the simplified membership procedure in the case of e-commerce and the conditions of this accreditation, ensuring compliance with the applicable legislation. The Interregional Packaging Commission shall announce its decision within four months of receiving the final draft in full.

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 final proposal in full.

2) Within four months of the Interregional Packaging Commission approving the membership contract, the contracts between Fost Plus and the members shall be amended.

SECTION 6. INSURANCE AND FINANCIAL GUARANTEES

Art. 30. 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.

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. 31. 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 sales 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. 32. 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.

SECTION 7. PREVENTION

Art. 33. 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 communication and information campaigns at the responsible companies regarding the 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 regarding the prevention at source of packaging and the re-use of packaging.

Fost Plus shall organise training on prevention, design for recycling and business model innovation with a view to helping, through the dissemination of knowledge and expertise, to develop sustainable, low-waste value chains, and shall inform the Interregional Packaging Commission in advance about any planned training.

By 15 September each year, when presenting the basic out-of-home programme, Fost Plus shall report to the Interregional Packaging Commission on the application of this paragraph. The report shall include the campaigns funded and yet to be funded in the current calendar year, as well as the funding proposals for the coming calendar year. Fost Plus must respond to any request for information from the Interregional Packaging Commission regarding these campaigns and funding proposals and, if necessary, shall give a presentation on these at a meeting.

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

Art. 34. 1) Fost Plus shall provide the Interregional Packaging Commission with the statistical data required for annual monitoring of reusable packaging.

2) Fost Plus, together with its members and the Interregional Packaging Commission, shall look at how the reusable packaging market is developing and identify the market drivers. Fost Plus shall prepare a detailed report on this subject every two years, starting on 1 March 2020, which shall also contain measures to increase the market share of reusable packaging. Fost Plus shall ensure that this report is widely circulated.

Art. 35. Within six months, Fost Plus shall set up an “overpackaging” contact point, which consumers can use, via a website and a dedicated e-mail address, to report flagrant examples of overpackaging.

Fost Plus shall embark on a widespread communication campaign to ensure that the public is informed about this contact point as soon as possible.

Fost Plus shall investigate any reported cases, if necessary refer them back to the members who placed the packed goods on the market and, where possible, give feedback to the consumers who reported the matter.

Fost Plus shall report annually to the Interregional Packaging Commission on its activities in connection with this contact point.

Art. 36. Fost Plus shall ensure that the PMD/P+MD bags and the collection containers that it makes available for out-of-home collections have maximum recycled content, i.e. that they are made of as much recycled material as possible.

SECTION 8. OUT-OF-HOME COLLECTION

Art. 37. 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 out-of-home collection of PMD/P+MD, if necessary supplemented by the out-of-home collection of glass and/or paper/cardboard.

Out-of-home collection refers to the collection of household packaging waste at places other than the domestic environment. It includes, for example, 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 and in companies.

By 2023, in addition to the expanded collection of plastics within the time limits set out in article 2, Fost Plus must:

- double the quantity of selectively collected packaging for beverages and other food products consumed outside the home compared with 2018;
- double collections of PMD from companies compared with 2018, uniformly throughout Belgium;
- collect at least 26,000 tonnes of PMD waste generated outside the home.

2) Fost Plus’s approach shall devote particular attention to setting up test projects specifically aimed at on-the-go consumption. In these test projects, for example:

- the impact of reward systems shall be examined in different contexts;
- for specific target sites, a comparison shall be made between sorting at source, pre-sorting and post-sorting of the packaging streams collected;

- a mass balance of packaging from food products consumed on the go shall be experimentally established.

3) By no later than 30 June 2019, after discussion by the monitoring committee, Fost Plus shall submit a proposal for approval to the Interregional Packaging Commission to implement the new approach to the collection of PMD/P+MD from companies and the out-of-home collection of PMD/P+MD, and to have it take full effect by 1 January 2020 at the latest. This proposal shall include the new payment system for companies. It shall not be limited to the collection of PMD/P+MD from companies and the out-of-home collection of PMD/P+MD, but shall also include the out-of-home collection of glass and/or paper/cardboard.

The proposal shall be developed in consultation with the accredited compliance organisation for industrial and commercial packaging waste and with other relevant stakeholders. It shall contain an estimate of the total market for beverage packaging, packaging for other food products and PMD packaging (according to the old definition) in 2018, as well as a method for continuously monitoring these markets. It shall also contain the quantities selectively collected in 2018 and the method for continuously monitoring these quantities.

The proposal shall contain a clear cost estimate of the various measures and an unequivocal allocation of the costs to the various budget items, including in particular the basic out-of-home programme referred to in paragraph 4 below, the budgets within the meaning of article 13(1)(12) of the Cooperation Agreement and the voluntary contributions under the regional cleanliness plans; the structure of the budget shall be adjusted accordingly where appropriate.

The proposal shall contain the arrangements for reporting annually to the Interregional Packaging Commission.

Fost Plus shall ensure continuity by continuing the payment system from the previous accreditation in 2019, using the 2018 rates, unless a new payment system offering greater incentives is in place.

- 4) Fost Plus shall devise a basic out-of-home programme, which provides a common basis in the three Regions, is charged to the regular budget of Fost Plus and has a uniform geographical coverage. This programme shall be submitted for approval to the Interregional Packaging Commission by 15 September each year and shall be presented at an annual October meeting. It shall include at least the following:
- proposals to promote the out-of-home collection of PMD/P+MD, glass and/or paper/cardboard;
 - specific communication campaigns, for example in schools;
 - the provision of uniform collection containers;
 - the budgeted funding, amounting to EUR 1,253,000 per year.

Art. 38. Each year, by 15 September, Fost Plus shall report to the Interregional Packaging Commission on its action plan for the collection of packaging waste – particularly EPS – that originates from household packaging but is located in companies, in consultation with the sectors concerned and with the accredited compliance organisation for industrial and commercial packaging waste.

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

Art. 39. 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 an agreement, similar or otherwise, with one or more Regions. Fost Plus must notify the Interregional Packaging Commission of this agreement, including – where applicable – the terms of payment, and any subsequent amendments, within ten days of it being signed.

By 15 September each year, when presenting the basic out-of-home programme, Fost Plus shall report to the Interregional Packaging Commission on the campaigns funded and yet to be funded in the current calendar year, as well as on the funding proposals for the coming calendar year. Fost Plus must respond to any request for information from the Interregional Packaging Commission regarding these campaigns and funding proposals and shall give a presentation on these at a meeting held in October each year.

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 that calendar year.

Art. 40. If Fost Plus voluntarily contributes to the regional cleanliness plans, it shall report annually to the Interregional Packaging Commission by 15 September, when presenting the basic out-of-home programme, on the campaigns funded and yet to be funded in the current calendar year, as well as on the funding proposals for the coming calendar year. Fost Plus must respond to any request for information from the Interregional Packaging Commission regarding these campaigns and funding proposals and shall give a presentation on these at a meeting held in October each year.

SECTION 10. REPORTING TO THE INTERREGIONAL PACKAGING COMMISSION

Art. 41. Each year, by 31 March, Fost Plus is required to provide the Interregional Packaging Commission with a report on its various communication tools. The practical arrangements regarding this reporting shall be made by the monitoring committee.

Art. 42. 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. 43. 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. 44. 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, devoting particular attention to the

recyclability of packaging, its recycled content and the difficulties involved in sorting and/or recycling packaging.

Art. 45. Each year, by no later than 15 September, Fost Plus shall declare the consumption of lightweight plastic carrier bags in the previous calendar year, differentiating between lightweight and very lightweight plastic carrier bags. For this purpose, Fost Plus shall use the calculation method to be determined by the European Commission.

Art. 46. Fost Plus shall submit an annual report to the Interregional Packaging Commission by no later than 15 September on how cross-border purchases, free-riders, moisture and impurities impact on the results.

SECTION 10a: PROVISIONS RELATING TO LIGHTWEIGHT AND VERY LIGHTWEIGHT PLASTIC CARRIER BAGS

Art. 47. Fost Plus must identify which of its members provide consumers with lightweight plastic carrier bags, whether free of charge or not.

Without prejudice to any stricter provisions at Federal or Regional level, Fost Plus shall devise an action plan or adapt its existing action plan by no later than 31 March 2019, in collaboration with the identified members and their sectoral representatives. In this action plan, these members shall undertake at least to:

- limit the consumption of lightweight and very lightweight plastic carrier bags as much as possible;
- limit the annual consumption of lightweight plastic carrier bags to a maximum of 90 per person by 31 December 2019 and to a maximum of 40 per person by 31 December 2025, excluding very lightweight plastic carrier bags and calculating the number of carrier bags using the calculation method to be determined by the European Commission.

SECTION 11. MONITORING COMMITTEE

Art. 48. 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 secretariat of the monitoring committee shall be provided by the Permanent Secretariat.

SECTION 12. FINAL PROVISIONS

Art. 49. Fost Plus shall comply with the regulations on language use and shall ensure that all official communications to the Interregional Packaging Commission are sent at least in Dutch and French.

Art. 50. 1) The accreditation shall take effect on 1 January 2019. Without prejudice to the provisions of article 26(1)(4) of the Cooperation Agreement, the accreditation shall remain valid until 31 December 2023, inclusive.

Brussels, 20 December 2018

Danny WILLE
Deputy Chair of the Interregional
Packaging Commission

Céline SCHAAR
Deputy Chair of the Interregional
Packaging Commission

Anne DUMONT
Deputy Chair of the Interregional
Packaging Commission