

# COOPERATION AGREEMENT ON THE INTERREGIONAL FRAMEWORK FOR EXTENDED PRODUCER RESPONSIBILITY FOR SPECIFIC WASTE STREAMS AND ON EXTENDED PRODUCER RESPONSIBILITY FOR LITTER

[Preamble needs restructuring]

[IPL preamble]

Having regard to the Special Law of 8 August 1980 on institutional reform, amended by the Special Laws of 8 August 1988 and 16 July 1993, and in particular Article 6(1), II, 2° and Article 92bis(1);

Having regard to the Decree of the Flemish Council of 23 December 2011 on the sustainable management of material cycles and waste, the Decree of the Walloon Regional Council of 27 June 1996 on waste, as well as the Order of the Brussels Capital Council of 14 June 2012 on the prevention and management of waste;

Whereas the present Cooperation Agreement is intended, in particular, to regulate the partial transposition and implementation of [Directive], in particular...;[to be completed]

Whereas a national framework is necessary for the full implementation of Extended Producer Responsibility because products are placed on the Belgian market and no regional sub-markets exist; Whereas achievement of collection and treatment targets, expressed in relation to the quantity placed on the market, can only be monitored at national level and failure to achieve these targets can also only be sanctioned at national level<sup>1</sup>;

Whereas it is necessary to be able to revise regulations regularly depending on technological developments, as well as developments in societal needs and policy insights; Whereas, consequently, a mechanism is needed to smoothly adapt national parameters; That executive Cooperation Agreements for each waste stream are accordingly opted for, imposing national targets while respecting European regulations;

Whereas by means of a Cooperation Agreement with statutory force, the Regions can establish the above national framework;

[add paragraphs on commitments on budget, environmental contribution, levies, ... on levies: justify amount of levy].

Whereas the interregional framework legislation should not affect the competence of the Regions to define the operational framework for the implementation of the Extended Producer Responsibility; Whereas the interregional framework is accordingly limited to what can only be regulated at the national level,

[paragraphs on litter]

Having regard to Article 39 of the Constitution;

Having regard to the special law of 8 August 1980 on institutional reform, Article 6(1), II, 2°, and Article 92bis(1), inserted by the law of 8 August 1988 and amended by the special laws of 16 July 1993 and 6 January 2014;

Having regard to the special law of 12 January 1989 relating to the Brussels institutions, Article 42;

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<sup>1</sup> The present text does not opt for criminal sanctions or administrative fines, but rather charges that benefit the Regions' policies. So such charges do not constitute 'sanctioning' in the strict sense of the word. Additional justification of this mechanism is desirable.

Having regard to the Decree of the Flemish Council of 23 December 2011 on sustainable management of material cycles and waste, the Decree of the Walloon Regional Council of 27 June 1996 on waste, as well as the Order of the Brussels Capital Council of 14 June 2012 on waste;

Whereas this Cooperation Agreement is intended, in particular, to transpose and implement specific parts of Directive (EU) 2019/904 of the European Parliament and of the Council on the reduction of the impact of specific plastic products on the environment;

Whereas litter is a significant social and environmental problem and imposes a large financial cost on the community for its clean-up, and it is appropriate that the producers of products that contribute significantly to the litter problem should finance the cost of preventing and cleaning up litter;

Whereas the financial contribution of producers to the costs of preventing and clearing litter should not exceed the costs required to provide the necessary services in a cost-effective manner, the costs should be limited to costs for work carried out by or on behalf of public authorities and the Regional Administrations should set them in a transparent manner in line with guidelines published by the European Commission;

Whereas the calculation method shall be developed so that the costs of preventing, clearing, transporting and disposing of litter can be determined proportionately for each product group;

Whereas it is necessary to take joint measures in the Brussels-Capital Region and the Flemish and Walloon Regions regarding litter prevention and the financing of litter costs, without disrupting Belgian economic union and monetary unity;

Whereas only a Cooperation Agreement with statutory force provides a sufficient guarantee to establish uniform regulations throughout the territory of Belgium,

## **BOOK I - COMMON PROVISIONS**

### **Section 1 - General provisions**

[the numbering of books I, II, III and IV should be continuous; renumbering shall follow later]

[general provisions need restructuring: merge legal framework, merge definitions, etc].

[general provisions on IPL]

#### Article 1 (statutory framework)

(1). This Cooperation Agreement partially transposes [Directive]. [to be completed]

(2). This Cooperation Agreement has statutory force and is directly applicable in the Brussels Capital Region, the Flemish Region and the Walloon Region.

Unless otherwise indicated, this Cooperation Agreement does not affect the regional legislation in force on the prevention and management of waste and, in particular, the Cooperation Agreement of 4 November 2008 on the prevention and management of packaging waste.

#### Article 2 (definitions)

For the application of this Cooperation Agreement, the following terms and definitions apply:

1° 'electrical and electronic equipment' or 'EEE': devices which depend on electric currents or electromagnetic fields to work properly and devices for the generation, transmission and measurement

of such currents and fields and which are intended for use with a voltage rating not exceeding 1 000 volts for alternating current and 1 500 volts for direct current;

2° 'Batteries and accumulators': source of electricity obtained by direct conversion of chemical energy, comprising one or more primary (non-rechargeable) battery cells or one or more secondary (rechargeable) battery cells;

3° 'Vehicle': vehicles of category M1 or N1 as defined in Annex IIA to Directive 70/156/EEC and three-wheel motor vehicles as defined in Directive 92/61/EEC, with the exception of tricycles;

4° 'Producer':

- of EEE: any natural or legal person who sells regardless of the sales method, including distance selling in accordance with the provisions of Article I.8, 15° of the Commercial Code:
  - a) is established in the territory of Belgium and manufactures EEE under its own name or trademark, or has EEE designed or manufactured which it markets under its name or trademark in the territory of Belgium,
  - b) is located in the territory of Belgium and resells there, under its own name or trademark, equipment produced by other suppliers; In this context, the reseller shall not be considered the 'producer' if the producer's mark as stipulated in item (i) is visible on the device,
  - c) is established on Belgian territory and professionally markets EEE from a third country or another EU Member State there or
  - d) is established outside Belgium and sells EEE directly to private households or to users other than private households in Belgium through distance selling within the meaning of Article I.8, 15° of the Commercial Code and is established in another EU Member State or in a third country.

A party that provides financing solely under or pursuant to a financing agreement shall not be considered a 'producer' unless it or she also acts as a producer within the meaning of points (a) to (d);

- of batteries and accumulators: person who, irrespective of the sales method used, including the method of remote communication in accordance with the provisions of Article I.8, 15° of the Commercial Code, professionally markets batteries or accumulators, including those incorporated in appliances or vehicles, for the first time on the territory of Belgium, whether for its own use or not;
- of vehicles: the vehicle manufacturer or professional importer of a vehicle in a Member State;
- of other products: any natural or legal person, regardless of the sales method used, including distance selling in accordance with Article I.8, 15° of the Commercial Code:
  - a) is established in Belgium and manufactures a product under its own name or trademark or has a product designed or manufactured that it markets under its name or trademark in the territory,
  - b) is located in Belgium and resells in the territory a product produced by other suppliers under its own name or brand. In this context, the reseller shall not be regarded as the producer of the product if the producer's mark mentioned in point a) appears on the product,
  - c) is established in Belgium and professionally markets a product originating from a third country or another Member State of the European Union,
  - d) is established in Belgium and manufactures or imports a product which it uses professionally in the territory for its own use or
  - e) is established outside Belgium and sells a product through distance selling, within the meaning of Article I.8, 15° of the Commercial Code, directly or through the use of an online marketplace, to private households or users other than private households in the territory.

A party that provides financing solely under or pursuant to a financing agreement shall not be considered a producer of the product unless it also acts as a producer as mentioned in points a) to e);

5° 'Extended Producer Responsibility': a set of established measures to ensure that producers of products take financial or financial and organisational responsibility for managing the waste phase of a product's life cycle;

6° 'Interregional Platform for Extended Producer Responsibilities' or 'PL': the consultation platform of the Regions, which is a division of the Decision Body of the Interregional Packaging Commission and is entrusted with certain duties of governance and advice under this Cooperation Agreement;

7° 'Executive body': the not-for-profit association established and financed by the producers, which assumes the Extended Producer Responsibility of its member producers;

8° 'Environmental contribution': an amount paid by the consumer when purchasing a product to cover the costs of implementing Extended Producer Responsibility [and stated on the invoice, box ticket or price quotation];

9° 'Interregional Packaging Commission': the institution referred to in Article 23 of the Cooperation Agreement of 4 November 2008 on the prevention and management of packaging waste, whose Permanent Secretariat is responsible, in particular, for the secretariat of the IPL;

10° 'Reserve': A portion of a company's equity, above the nominal value of paid-up and called-up capital, which serves to retain a portion of its profits for future use;

11° 'Provision': an application of accounting law that requires companies to anticipate events that could have a negative impact on their assets; the provision can only be used to cover the future costs for which it was provided;

12° 'Levy': the cash tax referred to in Articles 4, 8 or 9 of the present Cooperation Agreement;

13° 'Oil': any kind of lubricating or industrial oil, mineral, synthetic, vegetable or animal based, in particular oil for internal combustion engines, transmission systems, as well as oil for machines, turbines, heat transfer and hydraulic systems excluding PCB oils;

14° 'Tyre': any solid or pneumatic tyre, including bandage tyres, excluding bicycle tyres;

15° 'Online marketplace': a digital platform, portal or any other similar electronic means, application or service, which enables a vendor to conclude a distance contract, within the meaning of Article I.8, 15° of the Commercial Code, with users of the online marketplace;

16° 'Manager of an online marketplace': any natural or legal person who organises or manages, whether for consideration or not, an online marketplace.

[to be added: definitions other waste flows (solar panels, mattresses, furniture, discarded textiles, discarded disposable nappies); then number definitions alphabetically]

[general provisions on litter]

## Article 1

(1). This Cooperation Agreement partially transposes Directive (EU) 2019/904 of the European Parliament and of the Council of 5 June 2019 on the reduction of the impact of specific plastic products on the environment.

(2). This Cooperation Agreement has statutory force and is directly applicable in the Brussels Capital Region, the Flemish Region and the Walloon Region.

Unless otherwise indicated, this Cooperation Agreement does not affect the regional legislation in force concerning the prevention and management of waste.

## Article 2

<sup>2</sup> To be discussed with the administrative bodies

For the application of this Cooperation Agreement, the following terms and definitions apply:

- 1° Packaging: packaging as defined in the Cooperation Agreement on the Prevention and Management of Packaging Waste;
- 2° Household packaging: packaging identified as household under the Cooperation Agreement on the Prevention and Management of Packaging Waste;
- 3° Packaging waste of household origin: packaging waste of household origin as defined in the Cooperation Agreement on the Prevention and Management of Packaging Waste;
- 4° Single-use packaging: single-use packaging as defined in the Cooperation Agreement on the Prevention and Management of Packaging Waste;
- 5° ~~Interregional Packaging Commission: the institution referred to in Article 23 of the Cooperation Agreement of 4 November 2008 on the prevention and management of packaging waste, whose Permanent Secretariat is responsible, in particular, for the secretariat of the IPL;~~
- 6° Regional Administration: as regards the Flemish Region, the Public Waste Agency of Flanders; as regards the Walloon Region, the SPW (Service public de Wallonie) or DGARNE (Direction générale Agriculture, Ressource naturelles et Environnement) as regards the Brussels Capital Region, Bruxelles Environnement;
- 7° Placing on the market: making a product available on the Belgian market for the first time;
- 8° Offering on the market: providing a product for distribution, consumption or use on the Belgian market in the context of a commercial activity, whether in return for payment or not;
- 9° Extended Producer Responsibility scheme: a set of established measures to ensure that producers of products take financial or financial and organisational responsibility for managing the waste phase of a product's life cycle;
- 10° Producer:
  - a. Except for packaging, any natural or legal person established on Belgian territory who, irrespective of the sales method used, including distance contracts as defined in Article 2(7) of Directive 2011/83/EU of the European Parliament and of the Council (21), manufactures, fills, sells or imports products and markets products or filled products on Belgian territory or
  - b. Except for packaging, any natural or legal person established in another country who sells products or filled products in the territory of Belgium on a professional basis directly to private households or to users other than private households, by distance contracts as defined in point 7 of Article 2 of Directive 2011/83/EU;
  - c. For packaging, the packaging manager as defined in the Cooperation Agreement on Prevention and Management of Packaging Waste;
- 11° Tobacco products: products which can be consumed and which consist, even if only partly, of tobacco, even if genetically modified as well as filters sold for use in combination with tobacco products;
- 12° Chewing gum: a type of candy that is chewed and not intended to be swallowed;
- 13° Moist wipes: pre-moistened wipes for personal hygiene or household use;
- 14° Balloons: a non-porous sleeve of light material intended to be inflated with air or a gas with the exception of balloons for industrial or other professional applications that are not provided to consumers;
- 15° ~~IPL: the consultative platform of the Regions, entrusted with some tasks of governance and advice within the framework of this Cooperation Agreement, whose secretariat is held by the Permanent Secretariat of the Interregional Packaging Commission;~~

### Article 3

~~(1)~~ This Cooperation Agreement has the following objectives:

- 1° preventing and reducing litter and its harmful effects;
- 2° making producers financially responsible for the litter costs arising from the products marketed by them;
- 3° raising public awareness with the aim of preventing litter.

## Section 2 – The Interregional Platform for Extended Producer Responsibility

## Article XX

Article 23(1) of the Cooperation Agreement of 4 November 2008 on prevention and management of packaging waste is replaced by the following text:

*'(1). The Regions shall perpetuate the existence of the Interregional Packaging Commission, established by the Cooperation Agreement of 30 May 1996 on the prevention and management of packaging waste, as a joint institution referred to in Article 92bis of the Special Law of 8 August 1980 on institutional reform. It has legal personality.*

*The Interregional Packaging Commission is composed of a Decision Body and of a Permanent Secretariat, whose role is to assist the Decision Body.*

*The Decision Body is composed of two sections with nine members each. Each Region Government shall, for both sections, designate and withdraw the designation of three effective members and three alternates. Members can be designated in both sections or in one section only.*

*The first division of the Decision Body is responsible for the prevention and management of packaging waste, as further described in this Cooperation Agreement.*

*The second division of the Decision Body is the Interregional Platform for Extended Producer Responsibility, also known as IPL. The tasks and powers of the IPL are regulated by the Cooperation Agreement on the Interregional Framework for Extended Producer Responsibility for Specific waste Flows and on Extended Producer Responsibility for Litter.*

*The Permanent Secretariat is composed of officials and staff made available to the Inter-Regional Packaging Commission by each Regional Government to fulfil the administrative and technical tasks assigned to it.*

*Instead of providing staff, the Region may opt to allocate specific budgets to the Packaging Commission for each budget year for the recruitment of its own staff.*

*The allocated specific budgets also cover the operating costs of the social secretariat that shall be entrusted by the Packaging Commission with the practical aspects of human resources management.'*

## Article XY

Article 24 of the Cooperation Agreement of 4 November 2008 on the prevention and management of packaging waste is replaced by the following:

*'Both sections of the Decision Body of the Interregional Packaging Commission shall meet at least 10 times a year, as well as at the request of any member. Each section seats validly only if the three Regions are represented.*

*The members of each section of the Decision Body of the Interregional Packaging Commission shall appoint a new chairperson from among them every year and with effect from 5 March, respecting a rotation between the Regions. The secretariat of both sections of the Decision Body is ensured by the Permanent Secretariat.*

*The internal rules of procedure of the Interregional Packaging Commission, which lay down the rules of internal functioning of the Interregional Packaging Commission, regulate practical cooperation between the two sections and may provide for joint meetings of the two sections.*

*Any advice, proposal or decision of the Interregional Packaging Commission must be taken by consensus, as long as at least one representative of each Region is present.'*

#### **Article XZ**

(1). In Article 26(1), 12° of the Cooperation Agreement of 4 November 2008 on the prevention and management of packaging waste, the full stop at the end is replaced by a semicolon.

(2). In Article 26(1) of the Cooperation Agreement of 4 November 2008 on the prevention and management of packaging waste, a point 13° is added with the following text:

*'13° implements the tasks included in the Cooperation Agreement on the Interregional Framework for Extended Producer Responsibility for Specific Waste Flows and on Extended Producer Responsibility for Litter.'*

(3). Article 26(5) of the Cooperation Agreement of 4 November 2008 on the prevention and management of packaging waste is deleted.

### **BOOK II – PROVISIONS ON THE INTERREGIONAL FRAMEWORK FOR EXTENDED PRODUCER RESPONSIBILITY FOR SPECIFIC WASTE FLOWS**

#### **Section 1. Extended Producer Responsibility**

##### **Article 3(establishing IPL)**

(1). Extended Producer Responsibility applies on behalf of producers for the following waste flows:

|                                                 |
|-------------------------------------------------|
| Discarded EEE, excluding discarded solar panels |
| Discarded solar panels                          |
| Waste batteries and accumulators                |
| Discarded vehicles                              |
| Waste oil                                       |
| Waste tyres                                     |
| Discarded mattresses                            |
| Discarded furniture                             |
| Discarded textiles                              |
| Discarded disposable nappies                    |

For each of these waste flows, a collection target and/or treatment target, including, where appropriate, a recycling preparation target, shall be imposed on producers by the Regional Governments, through an executive Cooperation Agreement. This executive Cooperation Agreement shall determine from when the targets shall take effect.

This executive Cooperation Agreement may impose additional targets on prevention and reuse. The Regions can always impose additional prevention and reuse targets and duties individually, while being careful not to impose conflicting duties.

For each flow, producers may unite into one or more the administrative bodies, which shall take the place of producers for the purpose of fulfilling Extended Producer Responsibility.

If several administrative bodies are set up for the same flow, the administrative bodies have the duty to set up a coordinating body.

(1)bis. If a producer has entrusted the performance of its duties under **Book II of this** Cooperation Agreement to a management body, an accession agreement shall be **concluded between** the producer and the management body.

The Accession Agreement ensures that there is neither discrimination nor distortion of competition between **producers** and specifies dissolution procedures and exclusion mechanisms. It contains the necessary provisions guaranteeing the financing of the implementation of the take-back duty for products placed on the market during the term of the **accession agreement**.

The type of accession agreement shall be subject to the IPL's opinion in advance. **The IPL has two months to issue an opinion.**

(2). For the waste flows specified in Article 4, the Extended Producer Responsibility also imposes a financial duty on the administration bodies to contribute to the Regions' policies.

~~[(3). The final vendor, intermediary dealer and producer of a product subject to Extended Producer Responsibility is required, where household waste is involved, to take delivery of the discarded goods free of charge. The executive Cooperation Agreement may derogate from this duty.~~

~~This duty applies regardless of the sales method used, including distance selling].~~

#### Article 4(basic charge for the administrative bodies)

~~[justification why this charge only applies to the administrative bodies: for individual producers, this is overcome by the individual management plan (Article 5, (7))].~~

(1). The flows 'Discarded EEE, excluding solar panels', 'Discarded solar panels', 'Discarded batteries and accumulators', 'Discarded vehicles', 'Discarded oil', 'Discarded tyres', 'Discarded mattresses', 'Discarded furniture', 'Discarded textiles' and '**Discarded disposable nappies**' are subject to a financial commitment in the form of a levy for the administration bodies; it should contribute to the financing of the Regions' policy on the prevention and management of the affected waste.

The levy is expressed as an amount for each inhabitant for each year, the number of inhabitants being determined by the most recent population statistics of the General Direction of Statistics and Economic Information of the FPS Economy, SMEs, Self-Employed and Energy, available on 1 January.

The levy shall be payable from the first full calendar year in which the objectives established by executive Cooperation Agreement in accordance with (1)(2) have come into force. **[provision to be legally tested]**

The levy is as follows:

|                                                                                              |                    |                                 |
|----------------------------------------------------------------------------------------------|--------------------|---------------------------------|
| Discarded EEE, excluding discarded solar panels                                              | EUR 0.20 /resident | <b>EUR 0.205 /resident</b>      |
| Discarded solar panels                                                                       | EUR 0.01 /resident | <b>Cannot yet be calculated</b> |
| Waste batteries and accumulators, excluding batteries and accumulators for electric vehicles | EUR 0.12 /resident | <b>EUR 0.124 /resident</b>      |
| Waste batteries and accumulators for electric vehicles                                       | EUR 0.01 /resident | <b>Cannot yet be calculated</b> |
| Discarded vehicles                                                                           | EUR 0.01 /resident | <b>EUR 0.008 /resident</b>      |

|                              |                    |                          |
|------------------------------|--------------------|--------------------------|
| Waste oil                    | EUR 0.02 /resident | EUR 0.017 /resident      |
| Waste tyres                  | EUR 0.13 /resident | EUR 0.133 /resident      |
| Discarded mattresses         | EUR 0.01 /resident | Cannot yet be calculated |
| Discarded furniture          | EUR 0 /resident    | Cannot yet be calculated |
| Discarded textiles           | EUR 0 /resident    | Cannot yet be calculated |
| Discarded disposable nappies | EUR 0 /resident    | Cannot yet be calculated |

[justification to be added for 0 tariffs: these cannot yet be determined as there are no the administrative bodies yet].

Per capita amounts are adjusted annually to the consumer price index, the base index being the average of the consumer price indices for the months January to December 2008, base 2004.

Indexed amounts are rounded to the higher or lower euro cent, depending on whether or not the tenth euro cent figure reaches 5<sup>3</sup>.

(2). Regions' policies on the prevention and management of affected waste may include:

- the prevention and recycling of the waste in question;
- combating the presence of the waste in question in litter, fly-tipping and residual waste;
- research and development to improve the quality of the products concerned and, in particular, their recyclability;
- improving the results and/or quality of selective collections of the waste in question;
- the non-selective collection and treatment of the waste in question;
- the remuneration of staff in charge of controlling, implementing and monitoring the above actions;
- reporting on and evaluating these waste materials;
- encouraging local and high-quality processing, in the context of the circular economy.

The global amounts of funding are allocated between the Regions according to the latest population statistics from the General Direction of Statistics and Economic Information of the FPS Economy, SMEs, Self-Employed and Energy, available on 1 January of the year in which the declaration period falls.

The Region determines the concrete destinations of the contributions, after consulting the administrative bodies concerned.

(3). The levy shall be paid annually by March 31 at the latest by paying into the account number communicated by each Region.

#### Article 5. (general duties of the administrative bodies)

(1). The management body implementing Extended Producer Responsibility under Book II of this Cooperation Agreement must meet the following conditions:

1° are established as non-profit associations in accordance with the Law of 27 June 1921 on non-profit associations, international non-profit associations and foundations;

2° have as their sole statutory purpose the implementation of Extended Producer Responsibility on behalf of their members;

3° the administrators or persons who may bind the association must have their civil and political rights;

<sup>3</sup>

4° the managers or persons who may commit the association must not have been convicted of an infringement of the environmental legislation of the Regions or of a Member State of the European Union;

5° have the necessary resources to implement Extended Producer Responsibility.

(1)bis. If, in ancillary order, an administrative body carries out activities that are commercial in nature or outside the strict implementation of Extended Producer Responsibility, it must respect competition law when carrying out these activities. The IPL should be invited in advance to give a mandatory opinion on the proposed activities. The IPL must first consult the Belgian Competition Authority and the regional advisory councils responsible for waste policy. The activities should be the subject of separate analytical accounts, notified annually to the IPL.

Annually, the administrative body also provides the IPL with a survey of the market for the activities so exercised and its own market share.

The provisions of this paragraph shall also apply in case the conduct of business is carried out through the establishment of or participation in a separate company.

(2). The administrative body is bound to:

- 1° waste management;
- 2° providing the public with information on prevention, recovery and reuse options;
- 3° taking the appropriate measures to encourage the design of products so as to reduce their environmental impact and the generation of waste both in their manufacture and in their subsequent use and to ensure that the recovery and disposal of products that have become waste are carried out in accordance with the provisions of Directive 2008/98/EC, this including, in particular, encouraging the development, manufacture and placing on the market of products that are suitable for multiple use, technically durable and, once they become waste, suitable for appropriate and safe recovery and environmentally sound disposal.
- 4° promoting prevention, recovery and reuse among its members, through targeted communication to members and by setting up pilot projects on prevention and reuse;
- 5° monitoring the prevention, recovery and reuse actions taken by its members;
- 6° organising a high-performance recovery network and a high-performance collection of all end-of-life products in a way that promotes life extension and reuse and allows the prevention, collection and treatment objectives to be met;
- 7° concluding a uniform agreement with any producer who requests it;
- 8° concluding an insurance contract to cover the damage that may result from the planned activities;
- 9° collecting the contribution from the contractors, in a non-discriminatory manner, in order to cover the real and full cost of the duties incumbent on it in accordance with the current Cooperation Agreement and to differentiate this contribution, wherever possible, on the basis of harmonised criteria and in accordance with European law, for individual products or groups of similar products, in particular by taking into account durability, reparability, re-usability and recyclability and the presence of hazardous substances, taking into account the entire life cycle;

- 10° verifying and controlling the processing of the waste, as well as the environmental and social conditions in which the processing takes place and guaranteeing a qualitative control, carried out by an independent control body, of this data, at the expense of the management body;
- 11° reporting on the objectives achieved with maximum transparency to the regional authorities, guaranteeing the confidentiality of confidential company data and substantiating the results with independent auditing or certification;
- 12° covering the entire territory of Belgium in a homogeneous manner;
- 13° the annual achievement in a homogeneous manner of the collection and processing objectives provided for in Article 3, §1.

(3). To the extent that Extended Producer Responsibility relates to household waste, the administrative body performs a public service task and must:

- 1° serve the entire population in each Region;
- 2° conclude a uniform agreement with any legal entity under public law with territorial responsibility for household waste; within 10 days of entering into this agreement, the administrative body shall send an integral copy of it to the competent Regional Administration;
- 3° make packaging and other required collection receptacles available free of charge to all collection points with which a uniform waste take-back contract has been concluded; collection receptacles must take into account, in particular, the maximum storage capacity of retailers and recycling parks and optimise the safety and ergonomics of storage, preservation, preparation for reuse and actual reuse; when selecting packaging and collection containers, the principles of eco-design and use of recycled content are maximised;
- 4° establish a sufficiently geographically dispersed network of collection points and regularly collect from those collection points all waste subject to Extended Producer Responsibility that originates from its products; this collection must always be free of charge for the collection points, unless otherwise stipulated in the executive Cooperation Agreement;
- 5° guarantee that citizens can always dispose of their discarded product free of charge at a collection point.

(4). To the extent that the Extended Producer Responsibility covers commercial waste, the administrative body should:

- 1° minimise disruption of the free market of selective collection, recycling and recovery;
- 2° respect equality between private or public operators responsible for the collection, sorting, recycling and recovery of industrial waste;
- 3° ensure the transparency of the processing chain from collection to final processing and guarantee the verifiability of the final processing of the industrial waste, as well as the environmental and social conditions in which this final processing takes place.

(5). Within the six months following the entry into force of the collection and/or treatment target and again every two years thereafter, the administrative body shall inform the IPL, **by means of a letter addressed to the Permanent Secretariat of the Interregional Packaging Commission**, of the plan by which it intends to comply with the entirety of the conditions set out in sections 1 to 4.

The IPL verifies within a period of six months whether the management body's plan meets all the conditions set out in sections 1 to 4 and, if necessary, formulates corrective measures, which the management body must address.

The IPL shall also ensure that the management body continues to meet all the conditions set out in sections 1 to 4 at all times.

(6). Within six months following the entry into force of the collection and/or processing target and again every two years thereafter, the coordinating body referred to in Article 3(1), last paragraph, shall inform the IPL, ~~by means of a letter addressed to the Permanent Secretariat of the Interregional Packaging Commission~~, how it intends to fulfil its coordination task.

If necessary, the IPL formulates adjustment measures, to which the coordination body must adhere.

(7). The producer who has not transferred its Extended Producer Responsibility to an administrative body must individually comply with the duties of (2), points 4° to 14°, guaranteeing that no costs arising from the acceptance duty for products placed on the market by it shall be passed on to other producers. ~~Except if it imports exclusively for its own use or in closed circuits, the producer~~ it must also contribute, to the same extent as a producer affiliated to a management body and, to the Regions' policy on the prevention and management of affected waste, which may include:

- the prevention and recycling of the waste in question;
- combating the presence of the waste in question in litter, fly-tipping and residual waste;
- research and development to improve the quality of the products concerned and, in particular, their recyclability;
- improving the results and/or quality of selective collections of the waste in question;
- the non-selective collection and treatment of the waste in question;
- the remuneration of staff in charge of controlling, implementing and monitoring the above actions;
- reporting on and evaluating these waste materials;
- encouraging local and high-quality processing, in the context of the circular economy.

Within the six months following the entry into force of the collection and/or treatment target and again every five years thereafter, the producer shall submit to the IPL, ~~by means of a letter addressed to the Permanent Secretariat of the Interregional Packaging Commission~~, its individual management plan describing the way in which it intends to comply with all its duties.

The IPL verifies within a period of six months whether the individual management plan meets the duties of (1) and whether it provides a sufficient contribution to the Regions' policy on the prevention and management of the waste in question. If necessary, the IPL formulates adjustment measures, to which the producer must adhere.

The IPL also ensures that the producer remains in compliance with the whole of the duties at all times.

#### Article 6 (achievement of objectives and reporting: administrative bodies and individual producers)

(1). The administrative body must achieve the collection and/or processing objective referred to in Article 3(1) for all its members.

The administrative body reports annually to the IPL on the products placed on the market by its members that give rise to the waste flow for which it is responsible and on the collection and treatment results achieved.

This reporting is performed annually by 31 March ~~at the latest, through a letter addressed to the Permanent Secretariat of the Interregional Packaging Commission~~.

The IPL shall examine, based on the management body's declaration, whether the collection and processing targets set under this Cooperation Agreement are met ~~and shall communicate the results of its analysis to the Regions through the Permanent Secretariat of the Interregional Packaging Commission~~.

(2). The producer who has not transferred its Extended Producer Responsibility to an administrative body must meet the collection target and/or processing target referred to in Article 3(1). It reports annually to the IPL on the products placed on the market by it that give rise to the waste flow for which it is responsible and on the collection and treatment results achieved.

This reporting is performed annually by 31 March ~~at the latest, through a letter addressed to the Permanent Secretariat of the Interregional Packaging Commission~~.

The IPL shall examine, based on the producer's declaration, whether the collection and treatment targets set under this Cooperation Agreement are met ~~and [shall communicate the results of its analysis to the Regions through the Permanent Secretariat of the Interregional Packaging Commission]~~.

The producer who proves unable to meet its collection and processing targets must still transfer its Extended Producer Responsibility to an administrative body.

(3). The modalities for the reports referred to in (1) and (2) are further determined on a flow-by-flow basis by the Regional Governments, through the executive Cooperation Agreement referred to in Article 3(1).

#### Article 6bis ~~(duties for online marketplaces)~~

(1). The operator of an online marketplace is required to inform in writing all producers who sell a product through its online marketplace to private households in the territory by means of distance selling about their duties under Extended Producer Responsibility.

(2). The manager of an online marketplace shall prevent producers who do not submit an individual management plan to the IPL or are not members of a management body from concluding distance contracts with private households in the territory through its online marketplace. For this purpose, the operator of an online marketplace shall require the producer to provide written proof of its submission of an individual management plan or of its membership with the relevant the administrative bodies at the time of registration in the online marketplace.

Notwithstanding the previous paragraph, the manager of an online marketplace may nevertheless allow a producer who has not submitted an individual management plan to the IPL or who is not a member of the relevant the administrative bodies to conclude distance contracts with private households in the territory through its online marketplace, in which case such manager shall have to assume the duties under the Extended Producer Responsibility to which that producer is normally subject.

From [...], the operator of an online marketplace shall provide the IPL with a list of all producers who have been able to conclude distance contracts with private households in the territory on its online marketplace during the previous year and the date of submission of their individual management plan or their registration number to the relevant the administrative bodies, by 1 March each year at the latest.

If and for as long as, the government determines that a producer operating on an online marketplace is failing to comply with its duties under Extended Producer Responsibility, the operator of the online marketplace must, on simple request from the IPL, prevent that producer from entering into distance contracts on its online marketplace with private households in the territory.

(3). If the operator of an online marketplace also acts as a producer, it is also subject to the duties regarding Extended Producer Responsibility for the products it sells itself.

#### Article 7(financial plan the administrative bodies)

(1). The administrative body prepares an annual financial plan. The financial plan includes:

- 1° the budget;
- 2° the calculation of any environmental contributions, which are uniform on the territory of Belgium;
- 3° the policy on the use of environmental contributions, which should be proportional in the three Regions;
- 4° the policy on commissions and reserves, whereby reserves should not exceed the total management costs for the waste flow for 12 months and where commissions higher than 3 % of equity are possible only if duly justified on the basis of accounting law, showing the necessity of these higher commissions, for instance in the light of market instability;
- 5° the method of financing any losses;
- 6° the method of financing end-of-life products whose producer is no longer active or can be identified;
- 7° the investment policy.

(2). The budget shall include, as a separate component, which resources the administrative body shall provide for prevention and for high-quality closed-loop recycling on top of the established collection and processing targets and the promotion of the circular economy.

(3). The financial plan shall be submitted *[for opinion]* to the IPL annually by 15 October at the latest, ~~by a letter addressed to the Permanent Secretariat of the Interregional Packaging Commission~~. The IPL has two months *[to issue an opinion]*.

The IPL, based on the financial plan submitted by the administrative body, shall examine whether the reserves exceed the standard referred to in Article 9(1) and shall communicate ~~on this matter through the Permanent Secretariat of the Interregional Packaging Commission~~.

#### Article 8(additional levy the administrative bodies - failure to meet objectives)

~~[justification for not applying penalty to individual producers: art. 6(2), last paragraph]~~

(1). If the collection and/or processing targets referred to in Article 3(1) are not met by the administrative body, it shall pay an additional levy of EUR 150 per tonne claimed for which the collection target is not met and EUR 150 per tonne claimed for which the processing target is not met.

This levy is subject to the provisions of Article 4(2).

(2). If the collection and processing targets have not been met, the Permanent Secretariat of ~~the Interregional Packaging Commission shall communicate to the administrative body~~, on behalf of the IPL, by 31 May at the latest, the additional levies to be paid for each Region.

The levy shall be paid by June 30 at the latest by depositing it into the account number communicated by each Region.

#### Article 9(additional levy the administrative bodies - excess reserves)

(1). If, within a period of three years from the end of the calendar year in which this Cooperation Agreement comes into force, the reserves of an administrative body, as shown in the filed annual

accounts, exceed the cost of processing, for 12 months, the waste flow for which the administrative body is responsible, an additional levy of 10 % shall be imposed on the part of the reserves exceeding this standard.

This levy is subject to the provisions of Article 4(2).

If, within a period of three years from the end of the calendar year in which this Cooperation Agreement enters into force, the commissions, as shown in the filed annual accounts, exceed 3 % of own funds and this is not adequately justified on the basis of accounting law, showing the necessity of these higher commissions, for example in the light of market instability, an additional levy of 10 % shall be imposed on the part of the commissions exceeding this standard. [to be further explored in final legal opinion: how to impose sanction if auditor approved financial statements].

This levy is subject to the provisions of Article 4(2).

[additional justification to be given: see legal opinion; reference can also be made to an opinion of the French 'Conseil sur la Concurrence'. There is an additional argument for regulating reserves and commissions, namely that it is necessary to avoid market distortion between the historical operator and the other (actual or potential) operators. There is also the question of a traceability of commissions and a mechanism for the refund of commissions in case a producer ceases membership].

(2). If the reserves or provisions exceed the standard referred to in (1), the Permanent Secretariat of the Interregional Packaging Commission shall communicate to the administrative body by 31 May at the latest, on behalf of the IPL, the additional levies to be paid for each Region.

The levy shall be paid by June 30 at the latest by depositing it into the account number communicated by each Region.

## **Section 2 – Register and authorised representative**

### **Article 9bis(register)**

(1). Every producer, including those who supply products by means of remote communication, must be registered in the register made available to it by the organisation appointed for this purpose by the IPL. Producers supplying products by means of distance communication are registered by their authorised representatives as referred to in Article 9b.

(2). The register referred to in paragraph 1 of this Article contains all useful information on the producer's activities in Belgium and more specifically the following data:

1. name and address of the producer or name and address of its authorised representative if appointed in accordance with this Article (postcode and municipality, street and number, country, telephone and fax number, email address and contact). In the case of an authorised representative, also the details of the producer it represents;
2. national identification code of the producer, including European or national tax number;
3. product category, as defined in the executive Cooperation Agreement referred to in Article 3(1);
4. type of product (household or intended for non-household users);
5. trade name of the product;
6. information on how the producer fulfils its responsibilities: through an individual or collective regime, including information on financial guarantees;
7. sales method used (e.g. distance selling);
8. statement ensuring that the information provided is consistent with reality.

(3). The register referred to in section 1 is available online.

#### Article 9ter (authorised representative)

(1). The producer established in another Member State may appoint a natural or legal person established in Belgium as authorised representative to ensure compliance with the producer's duties under this Cooperation Agreement.

Each producer as defined in Article 2, 4°, established in another Member State, who sells products in Belgium directly to households and to users other than households, shall appoint a natural or legal person established in Belgium as authorised representative to ensure compliance with the producer's duties under this executive Cooperation Agreement.

(2). The appointment of an authorised representative is done through a written mandate. When the mandate expires, the authorised representative and producer shall notify the authorities within the month following the end of the mandate.

(3). Any producer established on Belgian territory who sells products in another Member State in which it is not established shall appoint an authorised representative in that Member State to ensure compliance with the duties incumbent on the producer in the territory of that Member State under the legislation in force in that other Member State.

### **Section 3 – Regional powers**

#### Article 10 (exclusive regional powers)

Except for the tasks explicitly assigned to the IPL in this Cooperation Agreement, the Regions have authority over how producers fulfil their duties. The Regions can set up the necessary instruments to this end in their regional legislation. The following matters are generally regulated by each of the Regions for their own territory:

- 1° producers' communication policy;
- 2° the collection system;
- 3° organising the treatment of waste collected in the region;
- 4° prevention policy;
- 5° the use of the various levies.

#### Article 11 (entry into force)

This Cooperation Agreement enters into force on 1 January ....

[entry into force comes in Book IV]

### **BOOK III – PROVISIONS ON EXTENDED PRODUCER RESPONSIBILITY FOR LITTER**

#### **Section 1 – Scope of application**

##### Article 4

(1). Book III of this Cooperation Agreement applies to:

- 1° Household packaging waste from single-use packaging;
- 2° Tobacco products used;
- 3° Gum used;
- 4° Wet wipes used;
- 5° Balloons used.

(2). Book III of the current Cooperation Agreement introduces an Extended Producer Responsibility regime for the wastes listed in (1). For packaging waste of household origin from single-use packaging, this regime complements the Extended Producer Responsibility already in force in accordance with the Cooperation Agreement of 4 November 2008 on the prevention and management of packaging waste.

The Extended Producer Responsibility regime means that producers cover at least the costs for:

- 1° the awareness-raising measures taken under Article 16 concerning those wastes;
- 2° cleaning up the litter of these products and for the subsequent transport and processing of such litter in accordance with regional provisions;
- 3° the collection of waste from those products discarded in public collection systems, including the costs of their infrastructure and operation and of the subsequent transport and treatment of that waste. These costs may also relate to setting up specific infrastructure for collecting waste from these products, such as appropriate waste receptacles in places where litter is frequently found;
- 4° collecting and reporting data on the products marketed in the Member State by producers, as well as data on the collection and treatment of waste from those products;
- 5° their contribution to the general costs of the government's litter policy, including monitoring.

## Article 5

Producers established in another Member State who market products in Belgium may designate a legal or natural person established in Belgium as an authorised representative to fulfil a producer's duties under the Extended Producer Responsibility schemes.

Any producer established in Belgium that sells products directly to private households or to users other than private households in another Member State through distance selling shall appoint an authorised representative in that Member State. The authorised representative shall be responsible for fulfilling that producer's duties applicable in the territory of that other Member State under Directive (EU) 2019/904.

## **Section 2 – Obligations for producers**

### Article 6

(1) The producer covered by the scope as stipulated in Article 4 may fulfil its Extended Producer Responsibility:

- 1° On an individual basis: by having an approval as stipulated in Section 3.1;
- 2° on a collective basis: by entering into an agreement with a collective organisation as provided for in Article 11 insofar as the latter fulfils the duties imposed under Section 3.2;

### **Section 2.1 – Individual implementation**

#### Article 7

(1) The producer who wishes to implement its Extended Producer Responsibility on an individual basis shall ensure the reimbursement of the costs referred to in Article 4(2) to all public authorities that bear costs due to litter originating from the products marketed by the producer. This fee should be proportionate to the financial commitment for the administrative bodies referred to in Article 12.

It submits its application to the IPL.

(2). The application includes the following details and commitments:

- 1° identification data:
  - a. name, legal form, registered office and trade register number or a corresponding registration and company number of the producer;

- b. residence and address of the producer and, where appropriate, of the registered offices, administrative offices and operating offices;
  - c. telephone number of the residence, seat or place of employment, within the territory, where the producer can be reached;
  - d. if the applicant does not have a domicile or, where appropriate, a registered office in the territory, the indication of a place of employment, branch or office where the commercial register can be consulted at any time by the Regional Administration;
  - e. name and position of the signatory of the application;
- 2° subject:
- a. indication of the waste covered and the corresponding products to which the application applies;
  - b. description of how the producer shall comply with the Extended Producer Responsibility regime imposed on it in this Cooperation Agreement. This shall include a detailed explanation of how the producer shall ensure the reimbursement of the costs referred to in Article 4(2) to all public authorities that bear costs due to litter originating from the products marketed by the producer. This includes both determining the level of compensation and the method of financing;
- 3° commitment: the written undertaking, dated and signed by the producer or, as appropriate, by a natural person who can commit the company, that the commitments made as referred to in 2°, b. to finance the public authorities shall effectively be carried out.

#### Article 8

(1). The application shall be approved according to the following procedure:

- 1° the application is submitted to the IPL by means of a letter addressed to the Permanent Secretariat of the Interregional Packaging Commission in the name of the applicant, dated and signed by the applicant or, as appropriate, by a natural person able to bind the company, with attached a copy of the memorandum of association and any amendments to it during the last five years;
- 2° The IPL examines the application for completeness in accordance with the provisions in (4):
  - a. if the application is found to be incomplete, the IPL shall notify the applicant within 30 calendar days of the submission or completion of the application by secure transmission, indicating the information and data missing;
  - b. if the application is found to be complete, the IPL shall notify the applicant by secure transmission within 30 calendar days of the submission or completion of the application;
- 3° within a period of four months from the date on which it is determined that the application is complete, the IPL shall rule on the application. During those four months, the IPL can request all clarifications and information necessary for the substantive assessment of the application;
- 4° The IPL sends its decision by secure transmission to the applicant within 10 calendar days of the ruling.

(2). A filing fee of EUR 250 shall be charged for the application, payable on submission of the application. The deadline for the completeness review starts only after receipt of the filing fee.

(3). The approval referred to in (1)3° can only be granted for a maximum period of five years.

Any approval decision valid for a shorter period must be justified. A renewal of approval is possible in accordance with the procedure mentioned in this Article, each time for a period not exceeding five years.

#### Article 9

Approval can be by the IPL:

- 1° be lifted at the request of the holder of the approval;
- 2° be lifted or suspended ex officio, on presentation of a report of findings or an official report establishing a breach of the requirements of this Cooperation Agreement or an offence.

Except where there is an imminent and immediate danger to humans or the environment, the holder of the approval shall be informed of the intended decision and the reasons for it, with a secure dispatch and at least 14 days before service. Within that period, the holder of the approval can defend himself or put its affairs in order.

#### Article 10

(1). The holder of the approval mentioned in Article 8(3)3°, is required to immediately communicate changes to the following data in its file to the IPL ~~by means of a letter addressed to the Permanent-Secretariat of the Interregional Packaging Commission:~~

- 1° name, legal form, registered office and trade register number or a corresponding registration and company number;
- 2° its domicile, address and telephone number and, where appropriate, address and telephone number of its registered offices, administrative offices and operating offices or place of employment within the territory;
- 3° the subject of the application;
- 4° undertakings in the application.

(2). The producer must strictly comply with the undertakings included in the application.

### **Section 2.2 – Collective implementation**

#### Article 11

**(1)** The producer who wants to implement its Extended Producer Responsibility on a collective basis should join a collective **body**.

(2). A collective body that can be ordered by producers to fulfil their duties must be a legal entity that meets the following conditions:

- 1° incorporated as non-profit associations, international non-profit associations and public benefit foundations in accordance with the Companies and Associations Code;
- 2° mandated and funded by producers;
- 3° have as its statutory purpose the assumption on behalf of its members of the duties imposed on them under Extended Producer Responsibility;
- 4° the managers or persons who may bind the association must have their civil and political rights;
- 5° the managers or the persons who may bind the association must not have been convicted of a breach of the environmental legislation of the Regions or of a Member State of the European Union;
- 6° have the necessary resources to fulfil the statutory purpose;
- 7° be active in the three Regions.

(3). The collective organisation is committed to:

- 1° concluding an agreement with any producer who requests it;
- 2° making the complete list of producers who have signed an agreement with the collective body available online to the IPL;
- 3° guaranteeing that no discrimination occurs in the acceptance or exclusion of members;
- 4° guaranteeing the confidentiality of individual or individualisable data;
- 5° ensuring that the IPL has online access to the data under this Cooperation Agreement;
- 6° fulfilling the duties for the whole of the producers who have entered into an agreement with it;
- 7° collecting the contribution from the contractors, in a non-discriminatory manner, in order to cover the real and full cost of the duties incumbent on it in accordance with the present agreement;
- 8° the annual filing with the IPL of the previous year's balance sheets and profit and loss accounts and, by 1 December, the budget for the following year related to this Cooperation Agreement.

## Article 12

(1). In order to comply with the Extended Producer Responsibility regime imposed by Book III of this Cooperation Agreement and the reimbursement of the costs referred to in Article 4(2) to all public bodies that bear costs due to litter originating from the products put on the market by the members of the collective organisation, the collective organisation must transfer the following amount to the Regions annually:

- 1° For litter from household packaging waste from single-use packaging: EUR 125 000 000;
- 2° For litter from used tobacco products: EUR 40 000 000;
- 3° For litter from used chewing gum: EUR 17 500 000;
- 4° For litter from used wet wipes: EUR 1 500 000;
- 5° For litter from used balloons: EUR 100 000.

The amounts are reduced by the amounts received by the Regions from producers who fulfil their duties in implementation subsection 3.1 on an individual basis. If several collective bodies are established for the same flow, producers have the duty to set up a coordinating body to ensure the fair distribution of the financial commitment among the different collective bodies.

The amounts are adjusted annually to the consumer price index, with the base index being the average of the consumer price indices for the months January to December 2022, base 2013.

(2). The amount is paid annually by 31 March. The amount is paid using an assessment form provided by the IPL.

The assessment form contains at least the following information:

- 1° the amount claimed;
- 2° the account number where the amount should be deposited.

(3). If a collective organisation fails to make payment or if, after verification by the official responsible for collection and recovery, it is found that the amounts paid are incorrect, a fine be imposed. This fine shall be equivalent to 10 for each cent of the unpaid amount.

(4). If the amount has not been paid after the expiry of the period mentioned in (2), the statutory interest mentioned in the Royal Decree of 4 August 1996 amending the statutory interest rate is due automatically.

(5). The collective body is required to present all information necessary to verify the correctness of the amounts paid at any request of the officials in charge of control.

The collective body is required to provide orally or in writing, any information requested from the officials in charge of control at any request to verify the accuracy of the amounts paid.

## Article 12bis

If an approved organisation within the meaning of the Cooperation Agreement of 4 November 2008 on the prevention and management of packaging waste wishes to fulfil the role of a collective organisation, by organising and financing the actions and costs referred to in Article 4(2) on behalf of producers, the recognised organisation and the producers it represents shall be exempted from the financial commitment referred to in Article 12, insofar as the undertakings entered into are equivalent to this financial commitment.

Ambitious but realistic public cleanliness targets shall be laid down in the recognition of the organisation, as foreseen in the Cooperation Agreement of 4 November 2008 on the prevention and management of packaging waste.

The Interregional Packaging Commission shall monitor whether public cleanliness targets are met.

If public cleanliness targets are not met, the collection system for packaging waste shall be improved, for example by introducing a deposit or return premium system on a national scale, in order to achieve these targets.

#### Article 13

The IPL may question the corporate auditors of the collective organisation with a view to obtaining any information they wish in the context of this Cooperation Agreement. The IPL can have the accounts audited by a company auditor or external accountant they appoint. If the collective body has not appointed auditors, this assignment shall be carried out at the collective body's expense.

#### Article 14

(1) If a collective body sets up actions with regional scope to raise consumer awareness, they must be submitted to the Regional Administrations for prior approval. In this context, the Regional Administrations check whether the planned actions are consistent with the objectives and provisions of the Cooperation Agreement and with the objectives of the Region's waste and materials policy.

### **Section 3 – Tasks of authorities**

#### Article 15

(1). The amounts received in implementation of subsections 3.1 and 3.2 are allocated between the Regions according to the most recent population statistics of the General Direction of Statistics and Economic Information of the FPS Economy, SMEs, Self-Employed and Energy, available on 1 January of the year in which the declaration period falls.

(2). Each Region determines autonomously the specific destinations and spending of the amounts with a view to fair reimbursement of costs for work carried out by or on behalf of public authorities in the context of litter policy.

#### Article 16

Regional Administrations shall take measures to educate consumers and encourage responsible consumer behaviour in order to achieve a reduction in litter of products covered by this Cooperation Agreement and shall take measures to educate consumers on:

- 1° the availability of reusable alternatives, reuse systems and waste management options for those products, as well as best practices for sound waste management in accordance with regional waste legislation;
- 2° the effects on the environment, in particular the marine environment, of litter and other inappropriate forms of disposal of waste from those products;
- 3° the consequences of irregular ways of disposing of waste from these products on the sewerage system.

#### Article 17

Regional Administrations and the IPL may request the Permanent Secretariat of the Interregional Packaging Commission to assist them in preparing coordinated decisions and opinions. This may include:

- 1° the organisation of meetings;
- 2° the preparation and translation of coordinated decision notes, meeting reports and letters.

### **Section 4 – Amendments to the Cooperation Agreement of 4 November 2008 on the prevention and management of packaging waste**

## Article 17bis

(1). In Article 13(1) of the Cooperation Agreement of 4 November 2008 on the prevention and management of packaging waste, the 5<sup>th</sup> paragraph of point 12° is replaced by the following text:

*"Regions' policies on packaging prevention and management may include:*

- *the prevention of packaging waste;*
- *Research & Development to improve the quality of packaging and in particular its recyclability;*
- *improving the results and/or quality of selective collections;*
- *the non-selective collection and treatment of packaging waste;*
- *the control and monitoring of the objectives of this Cooperation Agreement."*

(2). In Article 13(1) of the Cooperation Agreement of 4 November 2008 on the prevention and management of packaging waste, at the end of point 13, the full stop is replaced by a semicolon.

(3). A point 14° is added to Article 13(1) of the Cooperation Agreement of 4 November 2008 on the prevention and management of packaging waste with the following text:

*'14° organising and financing.*

1. *awareness-raising measures to achieve a reduction in litter from household packaging and educate consumers on:*
  - a) *the availability of reusable alternatives, reuse systems and options for managing disposable household packaging waste, as well as best practices for sound waste management in line with regional waste legislation;*
  - b) *the effects on the environment, in particular the marine environment, of litter and other inappropriate disposal of household packaging waste;*
2. *clearing the litter of household packaging and for the subsequent transport and processing of such litter in accordance with regional provisions;*
3. *the collection of household packaging waste discarded in public collection systems, including the costs of their infrastructure and operation and the subsequent transport and treatment of that waste. These costs may also relate to setting up specific infrastructure for the collection of household packaging, such as appropriate waste receptacles in places where litter is frequently found;*
4. *the proportional contribution to the general costs of the government's litter policy, including monitoring.*

## Section 5 – Control, administrative penalties and criminal provisions

### Article 18

(1). Without prejudice to the powers of the officers of judicial police, the officials and staff of each competent administration of the Region designated by their authorities shall be in charge of monitoring the provisions of this Cooperation Agreement. The officials and staff of each competent administration of the Region appointed by their authorities have the status of judicial police officers. They take oath in that capacity. They have the option of being assisted by regular police. Their official reports have evidential value until proven otherwise.

(2). Each producer and collective organisation shall be required, at the request of the persons named in the first section, to make available all documents and correspondence and to provide orally or in writing, any information relating to the performance of its duties under this Cooperation Agreement.

Where documents and correspondence are held, drawn up, issued, received or preserved by means of a computerised system, the persons named in the first paragraph shall have the right to access the data placed on data carriers in a legible and intelligible form. The persons referred to in the first section may also request the above person to make copies in their presence and with its equipment of all or part of the above data in whatever form they wish, as well as to carry out such computer operations as are deemed necessary to monitor compliance with the duties of this Cooperation Agreement.

(3). Each producer and each collective body is required to grant, at any time and without prior notice, free access to the premises where the activity is carried out, provided that these premises are not used for residential purposes, in order to enable the persons mentioned in the first paragraph to verify compliance with the duties of this Cooperation Agreement. Premises where an activity is carried out should include offices, factories, workshops, shops, garages and land used as a factory, workshop or warehouse.

#### Article 18bis

The producer who has not entrusted its duties to a collective body in accordance with Article 11(1) and who does not implement its Extended Producer Responsibility in accordance with Article 6, on an individual basis, shall be punished with imprisonment of one month to one year and a fine of one thousand to two million euros or with either of these punishments alone.

#### BOOK IV - ENTRY INTO FORCE

##### Article Y

This Cooperation Agreement shall enter into force on 1 January 2023.

Brussels, date

The Minister-President of the Flemish Authorities,  
NAME

Flemish Minister for the Environment ...,  
NAME

Prime Minister of the Walloon Government,  
NAME

Walloon Minister for the Environment ...,  
NAME

Minister-President of the Authorities of the Brussels-Capital Region,  
NAME

Brussels Minister for the Environment ...,  
NAME