



**Petcore Europe PET Tray Circularity Evaluation Platform**  
Structure and Assessment Procedure  
January 2024

## **TCEP-M-01.- MODUS OPERANDI – Petcore Europe**

### **PET TRAY CIRCULARITY EVALUATION PLATFORM (TCEP).**

## **Structure and goal of the platform**

### **1. Objectives**

The main objectives of the Petcore Europe PET Tray Recyclability/Circularity Evaluation Platform (TCEP) are:

- To evaluate the Recyclability/Circularity of PET thermoformed container technologies / products;
- To allow new PET thermoformed container innovations, while at the same time minimizing economic and environmental consequences for the European PET recycling industry;
- To promote the Recyclability/Circularity of PET thermoformed containers on the market by:
  - Proposing European harmonized guidelines for PET tray (and other thermoformed containers) Recyclability/Circularity that will be accepted across the whole value chain.
  - Encouraging industry to test new PET tray concepts and/or materials before market launch according to the harmonized guidelines.
  - Giving advice and recommendations to the different stakeholders.
  - Sharing information and knowledge across the whole value chain considering competition law rules and respecting confidential information.

Petcore Europe has a resolute policy of complying with competition law in all its activities.

### **2. Structure and Operation of the Platform**

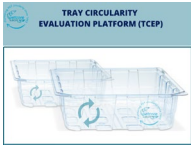
The Platform is comprised of a Steering Committee and a Technical & Evaluation Committee ('Technical Experts').

Both the Steering Committee and Technical & Evaluation Committee members are proposed by the representative industry group and confirmed by Petcore Europe and can be dismissed by Petcore Europe. The composition of both committees can be found in cl Annex 1

#### **2.1 Steering Committee**

The members of the Steering Committee ('Committee Members'), in alignment with Petcore Europe's mission and vision, have the following strategic responsibilities, discussed in strategic meetings (to be held at least twice a year).

- Adjust the structure and assessment procedure of the PET tray evaluation platform if required;
- Define priorities of the Platform (strategic level);



- Allocate resources and appoint people for supporting roles;
- Review and validate the recommendations of the Technical Committee;
- Approve documents aimed to external communication.

Invitations to Steering Committee Meetings are sent by email at least two weeks before the meeting, except in case of urgent necessity. The invitations contain the agenda, date, place (meaning physical place or other means such as teleconference or intranet forum) and hour of the meeting and are deemed to have been affected at the time of their dispatch.

Meetings are chaired by the Petcore Europe Executive Director or his representative, acting as Chairman.

If a Committee Member cannot attend a Steering Committee meeting, he may grant a proxy to another Committee Member (including the Chairman) to represent him at such meeting and to vote in his place, or he may participate in the meeting by other means such as teleconference or intranet forum if they are supported.

Decisions can be taken outside of meetings, at the written request of the Chairman, who addresses the request for a decision in writing (email or registered letter) to all Committee Members. All such requests for a decision must be returned by the Committee Members within twenty calendar days of the date of the request or will have been deemed to be accepted.

The Committee Members will always try to arrive at a consensus for all decisions. If no consensus is reached, decisions are taken by a simple majority of the votes.

Each Committee Member has one vote. The Chairman (Petcore Europe Executive Director or his representative) has no ordinary voting right, unless in case of parity of votes, in which case the Chairman has a decisive vote.

Minutes of meetings will be recorded by a Petcore Europe representative. They will be uploaded in the Petcore Europe intranet dedicated area and sent by email to all Committee Members within 10 days after the meeting. The Committee Members who were present, validly represented or attended by other means, have 20 calendar days from the date of that email to submit comments and amendments to the Petcore Europe representative. No comments in this period and the minutes will be deemed to have been accepted. If comments or amendments have been made, discussion and formal approval of the minutes will take place at the following meeting by simple majority. Committee Members not attending the following meeting and Committee Members who submitted no comments or amendments within the above time limit will be deemed to have approved the Minutes.

Membership of the Steering Committee is not remunerated.

## **2.2 Technical and Evaluation Committee**

Membership in the Technical & Evaluation Committee is limited to representatives of associations or companies that have personally signed the non-disclosure agreement (supporting document #1) and can make a genuine and proactive contribution to the work. They are hereinafter called the



‘Technical Experts’, and their meetings the ‘Technical Meetings’.

Technical Meetings are chaired by a Petcore Europe representative, acting as Chairman.

The Technical Meetings serve to:

- Assess the impact on Recyclability/Circularity of new PET thermoforms concepts using the most recent test results and technical assessments.



- Create, recommend and publish harmonised European guidelines for PET tray Recyclability/Circularity and develop quick tests when appropriate.
- Issue technical opinions following a review of and summarising the test results, conclusions and recommendations (incl. communication)
- Ensure the feedback to the Applicant and the communication to other stakeholders according to the instructions of the Applicant. Any external communication needs prior approval by the Applicant.

Each Technical Expert will be provided with access to the Petcore Europe intranet and to the assessments for which the Applicant has allowed disclosure of confidential information, after acceptance of non-disclosure obligations vis-à-vis the Applicant concerned.

The Technical Meetings are closed sessions, external participants can be invited, if required for the purpose of the topics and assessments being discussed, where the NDA obligations are still honoured.

Before submitting an evaluation application, an Applicant can exclude any Technical Expert from accessing the confidential application information. This means that if an assessment is discussed during a meeting and one or more Technical Experts are not allowed to access confidential information related to that assessment, they must abstain and, if necessary, they will be requested by the Chairman to temporarily leave the Technical Meeting.

Technical Meetings take place whenever required or at least three times a year (in person or via teleconference). Invitations to Technical Meetings are sent by email at least two weeks before the meeting, except in case of urgent necessity. The invitations contain the agenda, date, place (meaning physical place or other means such as teleconference or intranet forum) and hour of the meeting and are deemed to have been affected at the time of their dispatch. Technical Experts are requested to provide confirmation or apology at least three days before the meeting.

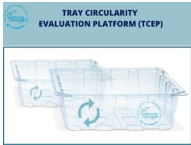
Technical Experts that do not attend a Technical Meeting (meaning in person, by proxy or other means such as teleconference) without providing such apology will receive a warning. If they do not attend the following Technical Meeting, again without providing an apology, nomination of a replacement will be asked. In case an apology is provided, replacement is still asked after the third consecutive missed Technical Meeting

The Technical and Evaluation Committee will always try to arrive at a consensus for all decisions. If no consensus is reached, decisions are taken by a simple majority of the votes.

Each Technical Expert has one vote. The Chairman (Petcore Europe representative) has no ordinary voting right, unless in case of parity of votes, in which case the Chairman has a decisive vote.

If a Technical Expert cannot attend a Technical Meeting, he may grant a proxy to another Technical Expert (including the Chairman) to represent him at such meeting and to vote in his place, or he may participate in the meeting by other means such as teleconference or intranet forum, if supported.

Decisions can be taken outside of Technical Meeting, at the written request of the Chairman, who



addresses the request for a decision in writing (email or registered letter) to all Technical Experts. All such requests for a decision must be returned by the Technical Experts within twenty calendar days of the date of the request or will have been deemed to be accepted.



Minutes of meetings will be recorded by a Petcore Europe representative. They will be uploaded in the Petcore Europe intranet dedicated area and sent by email to all Technical Experts within 10 days after the meeting. The Technical Experts who were present, validly represented or attended by other means, have 20 calendar days from the date of that email to submit comments and amendments to the Petcore Europe representative. No comments in this period and the minutes will be deemed to have been accepted. If comments or amendments have been made, discussion and formal approval of the minutes will take place at the following meeting by simple majority. Technical Experts not attending the following meeting and Technical Experts who submitted no comments or amendments within the above time limit will be deemed to have approved the Minutes.

Membership of the Technical & Evaluation Committee is not remunerated.

### **2.3 Competition law**

Petcore Europe has a resolute policy of complying with competition law in all its activities. The key principle is that no agreement as to trading matters is to be discussed in meetings, e-mails, phone conferences, intranet and any communication form among Members.

The general rule is: do not exchange any confidential or commercially sensitive information, including but not limited to:

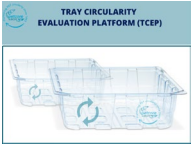
- Discuss prices charged to any customer or paid to any supplier.
- Discuss details of trading terms with any customer or supplier.
- Discuss current stock levels, volumes, recent or planned sales figures, shelf positioning, promotions, allocation of sales territories or markets or customers.
- Engage in discussions that could lead to a boycott of a supplier or customer or to an understanding that a named supplier or customer is not a suitable business partner.

Detailed format of the competition law checklist which used before every meeting is available in Annex "5"

### **2.4 Support by Petcore Europe**

Petcore Europe is responsible for managing operations and NDA, and executes the following tasks:

- Answer questions from PET industry stakeholders about the tray Recyclability/Circularity evaluation platform and promote the platform in events when agreed, e.g. by giving speeches to conferences.
- Receive evaluation requests by potential Applicants, assess whether they fall within the scope of the tray Recyclability/Circularity evaluation platform and guide the Applicant in the application form submission.
- Provide the Applicant with the updated list of Technical Experts. If the Applicant requests individual Technical Experts to be excluded from the discussion, Petcore Europe is responsible to exclude them from all discussions.
- Manage application projects, acting as a focal point for information transfer between the



Applicant and the Technical Experts.



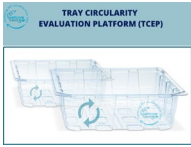
- Provide support to the Technical Experts in document management and update, such as protocol, position papers, etc.
- Manage Technical and Steering Committee Meetings: circulate the agenda, chair the meeting, write and circulate the minutes.
- Petcore Europe ensures proper functioning of the platform and enables the Technical Experts' decision-making process on applications.
- Petcore Europe ensures proper functioning of the dedicated website area and intranet by performing the following tasks:
  - Host and update both the public and private webpages regarding the platform.
  - Upload relevant documentation, e.g., assessment results and update existing one(e.g., design guidelines).
  - Manage access rights to the intranet, by providing each Technical Expert with an account and access only to the parts of the intranet that are relevant to the role and conditional to acceptance of a non-disclosure obligation from the Technical Expert vis-à-vis the Applicant concerned.
  - Manage the intranet discussion forum.
  - Manage the Technical Experts register.
- Petcore Europe manages the content and signature of the Signed agreement with Applicants (third-party) by performing the following tasks:
  - Agree on the standard third-party agreement document, including the Non-Disclosure Agreement (NDA) asking for support of a lawyer if required, and keep it up-to-date (Annex 3).
  - Provide the third-party agreement document to the Applicant and get it signed by the Applicant.
  - Have the Technical Experts accept a non-disclosure obligation (Annex 2) vis-à-vis PETCORE Europe.
  - If the Applicant requires amendments to the third-party agreement document, discuss the changes with a lawyer and have them accepted by the Technical Experts.
  - Store the third-party agreement document.
  - The third-party agreement document includes the NDA, required to allow confidential information exchange between the Applicant and the Technical Experts. The applicant may choose to exclude individual Technical Experts from the discussion by providing written notice.

## 2.5 Expenses

Any expense and its coverage for products or services provided by a Technical Expert or by a Third Party for the Petcore Europe PET Tray Evaluation Platform shall be approved upfront by the Steering Committee.

Any expense and coverage for products or services provided by a Steering Committee member or 3<sup>rd</sup> party for the Petcore Europe PET Tray Evaluation Platform shall be approved upfront by the TC if this within annual budget for the TCEP or by the BoD of Petcore Europe if it is outside the annual TCEP budget.





The platform’s operations are ensured by Petcore Europe staff members which are covered within Petcore Europe’s budget. The details for the hours per employee need to be detailed in the annual TCEP budget.

Recyclability/Circularity evaluation laboratory tests have to be carried out upon Applicant’s expense. The applicant retains ownership of the test results.

### 3. Assessment Procedure

Process-step	Tools	Output	Who
<p><b>Initial request</b> A request is introduced by a third-party Applicant, the Platform or one of its members.</p>	Application Form	Signed application form	Applicant
<p><b>Application validation</b> Petcore Europe verifies if the application falls within the scope. Consultation with Technical Committee if appropriate.</p> <p>For third-party applications only: Petcore Europe provides the Secrecy Agreement with Applicant (third-party) and has it signed by the Applicant.</p> <p>Petcore Europe provides the Applicant with the updated list of Technical Experts. The Applicant can have one or more Representatives excluded from the discussion by providing a written motivation.</p> <p>Petcore Europe opens a dedicated discussion topic in the assessment discussion forum of the intranet, providing access only to the Technical Experts for which the Applicant had no objection and who accepted a non-disclosure obligation vis-à-vis the Applicant regarding all information submitted by the Applicant, and uploads the Application Form.</p>	<ul style="list-style-type: none"> <li>- Agreement with Applicant (third-party)</li> <li>- Intranet discussion forum</li> <li>- Access limitations, subject to acceptance of NDA</li> <li>- List of Technical Experts</li> </ul>	<ul style="list-style-type: none"> <li>- Signed agreement</li> <li>- Logging NDA acceptance</li> <li>- New discussion</li> </ul>	Petcore Europe & Applicant



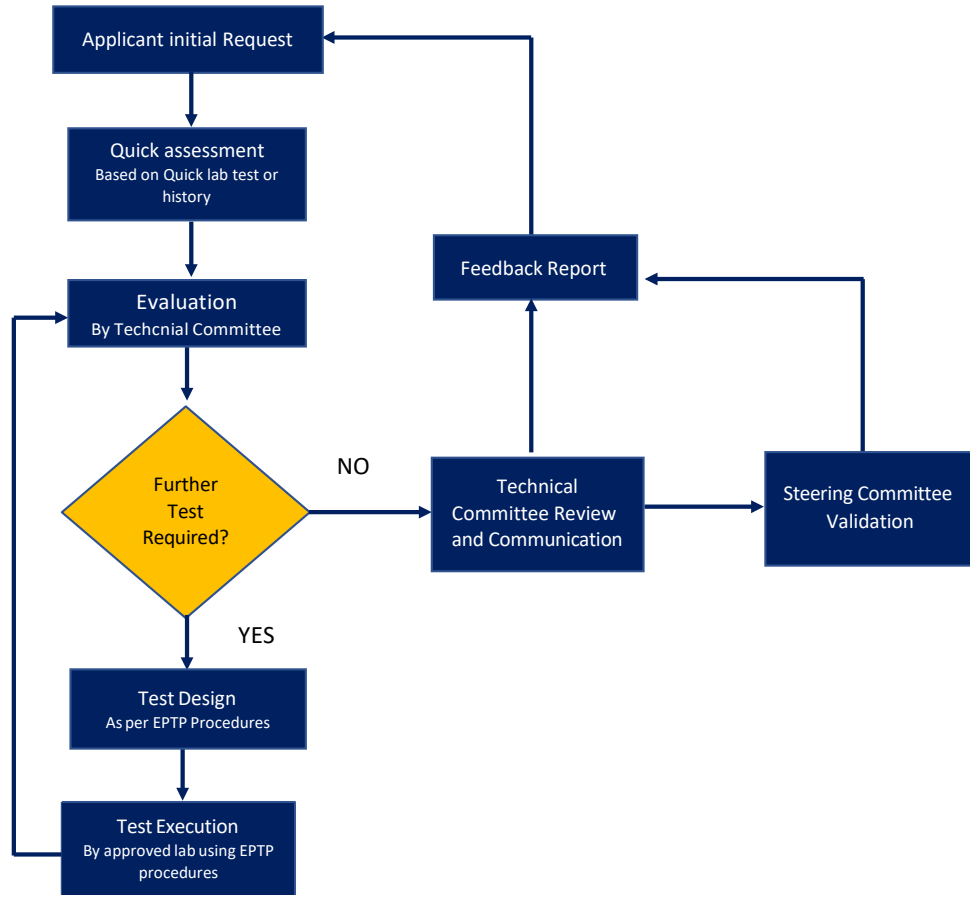
<p><b>Existing information retrieval</b> Petcore Europe asks the Applicant to provide the global penetration rate of the PET thermoform concept, including competitors (for safety factor calculation) and any available documentation and information that can help speeding up the</p>	<p>Discussion Forum</p>		<p>Petcore Europe &amp; Applicant</p>
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<p>evaluation process (e.g. lab tests) and uploads it in the discussion</p>			
<p><b>Discussion</b> The Technical Experts starts a discussion on how to proceed with the assessment. Petcore Europe may facilitate the discussion by making proposals. Proposals are accepted if no answer is provided within 20 calendar days from posting in the forum. Technical Experts may ask for additional information. The Petcore Europe representative acts as focal point for communication between the Applicant and the Technical Experts. Any request for confidential information disclosure from the Applicant has to be justified and limited to the purpose of the evaluation.</p>	<p>Discussion Forum</p>		<p>Petcore Europe, Technical Committee &amp; Applicant</p>
<p><b>Quick-Assessment</b> Fast assessment based on experience, history or quick lab-test for basic products. If fast assessment is not possible, then next step.</p>	<ul style="list-style-type: none"> <li>- Petcore Europe PET Tray Recycling Guidelines</li> <li>- History (in-house tests, or other external tests)</li> </ul>	<p>Yes/No-response: YES = fully compatible with existing PET stream - assessment is finished (go to communication). NO or uncertain = next step.</p>	<p>Petcore Europe &amp; Technical Committee</p>
<p><b>Test Design</b> Tests are designed on case-by-case basis by the Technical Experts, according to the specificities of the PET thermoform concept under assessment. Whenever possible, the protocol will be followed. "Ad-hoc" testing might be required in some cases.</p>	<ul style="list-style-type: none"> <li>- Test design based on protocol</li> </ul>	<p>Approved test design by Technical Experts</p>	<p>Petcore Europe, Technical Committee &amp; external laboratory</p>
<p><b>Testing</b> Test requirements are communicated to the Applicant. Tests have to be carried out by qualified laboratories endorsed by the Technical &amp; Evaluation Committee upon Applicant's expense. The Applicant retains ownership of the test results.</p>		<p>Test result and report</p>	<p>Petcore Europe, Applicant &amp; External laboratory</p>



<p><b>Evaluation and Decision</b> Decision Yes /No or Yes under conditions. Temporary endorsements might be possible for very novel concepts and under specific conditions.</p>	<ul style="list-style-type: none"> <li>- Test report</li> <li>- Evaluation report</li> <li>- Recommendation</li> </ul>	<p>Overview of test results, feedback to Applicant, proposal for external communication (if necessary)</p>	<p>Petcore Europe &amp; Technical Committee</p>
<p><b>External communication</b> Either passive (e.g. adapted Guidelines for Recycling) or active communication (e.g. press release). Active communication needs validation by the Steering Committee. Positive opinion statements publication on Petcore Europe website needs Applicant's approval after the positive assessment. The Applicant is offered opportunity to review the content of a positive opinion before final approval. Proposed amendments have to be approved by the Technical Committee and be in line with the assessment conclusions.</p>	<ul style="list-style-type: none"> <li>- Guidelines</li> <li>- Press release and website publication</li> </ul>	<p>Statement concerning evaluated technology</p>	<p>Petcore Europe, Technical Committee &amp; Steering Committee</p>



## 4. External Communication and Publication Guidelines

The Technical Committee can recommend the use of communication tools (e.g. design guidelines, press releases, fact sheets, etc.), considering the publication guidelines. All external communication must be validated by the Steering Committee and must be approved by BoD Petcore Europe

### Publication Guidelines

Every publication by the Platform, based on the opinion of the Technical Committee has to be approved by the Steering Committee and should contain at least the following information:

- Petcore Europe logo
- Date
- Title (including applicant, content of evaluation)
- introduction of the applicant
- content of the evaluation (what was tested, according to what protocol)
- results
- conclusions (including additional conditions)
- contact information

The recommendations of the Technical Experts fall under one of the following categories, according to the Design for Recycling Guidelines for PET thermoforms. Any external communication including information about an Applicant needs prior review and approval by the Applicant.

- Full compatibility – no impact on the collection & sorting schemes and on the PET recycling process (also known as category “YES”);  
The Platform can communicate in such a way as to contribute to the development of this PET thermoformed container and/or to promote market introduction thereof.
- Limited compatibility - Limited impact on the collection & sorting schemes and on the PET recycling process (also known as category “CONDITIONAL”). The conditions of endorsement set by the Platform specify the conditions that the Applicant, or a third-party, will need to meet to keep their PET thermoformed container endorsed for Recyclability/Circularity. It is the responsibility of the Applicant to ensure that their clients are aware of the conditions for endorsement.  
The Applicant is encouraged to inform the Platform prior its market introduction.  
In the event the Platform finds any violation of the conditions for endorsement, the Applicant will be contacted in order to give an opportunity for compliance. In case of non-compliance, the Recyclability/Circularity endorsement can be reversed.
- Low or no compatibility – negative impact on the collection & sorting schemes and/or on the PET recycling process (also known as category “NO”).  
In the event the Applicant decides to put or to keep the PET container on the market after receiving a negative assessment – thus jeopardizing the PET recycling in general, as well as the use of the recycled material in different end applications –, the Platform may contact the application in order to give an opportunity for compliance.



- Temporary endorsements - Temporary endorsements might be possible for very novel PET thermoformed container concepts and under specific conditions. For very novel concepts, that are still in the development phase, testing and experience from PET recyclers might not allow the Technical Experts to come to a definitive conclusion. The Platform might decide to provide these concepts with a temporary endorsement, under specific conditions (in any case the innovation has to be aligned with the guidelines, and has to not create issues in recycling – i.e. losses, contamination, etc.). The temporary endorsement has a clear expiration date and is provided to allow the Applicant to bring the solution to the market under controlled conditions. During the temporary endorsement period, the Applicant cooperates with the Platform (for example by carrying out additional tests or getting feedback from PET recyclers) in order to obtain the answers to the questions still open and allow the Platform to come to a definitive conclusion. The Platform reserves the right to withdraw the temporary endorsement at any time, let it expire or provide a deadline extension, depending on the assessment ongoing and the cooperation with the Applicant.



## Annex 1 List of Platform Members

### Steering Committee

The Steering Committee is chaired and coordinated by the Executive Director of Petcore Europe, which facilitates the platform by staying neutral to represent the PET value chain and coordinate to bring the experience from all parts of value chain.

- Two Representatives from Recyclers – **1 Vote**
- Three manufacturers – **1 Vote**
- One or two representatives from brands – **1 Vote**
- Two EPRs representatives – **1 Vote**
- One or two representatives from PETCORE Europe – **1 Vote** (vote only in case of parity)
- Optional at a later stage: other parts of the value chain (important: has to represent full segment of value chain)

### Technical and Evaluation Committee

Meetings are chaired and coordinated by the General Secretary of the Platform (each member has one vote except for the Petcore Europe representative, as indicated),

- Two Representatives from Recyclers – **1 Vote**
- Two EPRs representatives – **1 Vote**
- Three manufacturers WG – **1 Vote**
- One for two representatives from brands – **1 Vote**
- One or two representatives from PETCORE Europe PETCORE Europe – **1 Vote** (vote only in case of parity)
- Possible invitees for technical support – No voting rights





## Annex 2: NDA for Technical Experts

### Petcore Europe – Tray Circularity Evaluation Platform (TCEP)

This Agreement is made and entered into between:

**Petcore Europe aisbl**, a nonprofit international association, incorporated and registered under the laws of Belgium, having its registered office at Avenue de Broqueville 12, 1150 Brussels, Belgium, registered in the Belgian Crossroad Bank of Enterprises under n° 0456.829.121, RPM Brussels. The association is represented by Christian Crépet, acting as Executive Director; hereinafter referred to as '**Petcore**'.

And:

**Company name and details as above for PETCORE** represented by **Expert name and position**, duly authorized for the purpose hereof,

hereinafter referred to as the '**Technical Expert**'.

Petcore and the Technical Expert are hereinafter also referred to as '**Party**' and together as '**Parties**'.

Considering that:

Petcore has set up a "PET recyclability tray evaluation platform" ('**TCEP Platform**'), a voluntary industry initiative that provides PET tray design guidelines for recycling, evaluates the recyclability of PET thermoformed packaging solutions and technologies and facilitates understanding of the effects of PET tray innovations on recycling processes.

The TCEP Platform is supervised by Petcore to ensure compliance with all applicable EU anti-trust rules.

The TCEP Platform is comprised of a Steering Committee and a **Technical & Evaluation Committee**.

The objectives, the structure and the operation of the TCEP Platform are set out in the **Modus Operandi** document (annex to this Agreement).

The Technical & Evaluation Committee consists of representatives of associations or companies that can make a genuine and proactive contribution to the work. The members are appointed by Petcore and are called the "**Representative**".

The appointment of a Representative is subject to the signature of this Agreement by the Technical Expert.

The Parties agree:

#### **1. Appointment of Representative**

Petcore appoints the Representatives who together form the Technical & Evaluation Committee, out of the persons proposed by the associations or companies listed in clause 2.2 of the Modus Operandi ("2.2: List of TCEP Platform Members").

The Representative represents the Technical Expert by which he/she was proposed and the Technical Expert is liable for the Representative under this agreement.

Occasional external expertise may be co-opted upon the signature of a non-disclosure agreement (holding the same non-disclosure obligation as in this Agreement) between the selected expert



association, individual or company and Petcore Europe.

The Representative designed by **Company name is: name and position of the expert**

## 2. Duration of the appointment

The appointment of the Representative is for an indefinite period.

Either party may terminate this Agreement with 1 months' notice, by written notification. The notice period can be reduced or even be omitted, in case:

- that such earlier or immediate termination does not jeopardize the proper functioning of the Technical & Evaluation Committee, or,
- that difficulties in the mutual cooperation justify an earlier or immediate termination.

Under no circumstance does termination of this Agreement make an end to the non-disclosure obligations in clause 5 of this Agreement.

## 3. Modus Operandi

The Parties refer to the Modus Operandi, included as Annex, as part of this Agreement, and all the rights and obligations for both Petcore and the Technical Expert contained therein.

The Modus Operandi may from time to time be updated or amended by Petcore, who will notify the Technical Experts of such changes. If the Technical Expert does not accept such changes, he or she may in reaction terminate this Agreement, remaining bound only to the non-disclosure obligations in clause 5 of this Agreement.

## 4. Applicants

Third-party companies or associations (**'Applicants'**) may send evaluation requests to Petcore, as set out in the Modus Operandi.

As set out in clauses 1.2.4 and 1.3 of the Modus Operandi, Applicants may have certain Representative excluded from an Assessment procedure. The Representative is then **'Excluded'**.

The Excluded Representative undertakes to respect such exclusion in all its consequences and thus abstain from taking note or learning of any information submitted by such Applicant.

## 5. Non-disclosure obligations

The Technical Expert (through its Representative) shall be receiving from Applicants (if not Excluded), and shall be exchanging in and outside of meetings, various scientific and technical information of a confidential and / or proprietary nature (**'Confidential Information'**) in order to discuss, evaluate and engage in mutually beneficial projects to fulfil the objective assigned to the TCEP.

As Confidential Information shall be regarded: All information of whatever kind or nature which, in the execution of this Agreement, the Representative obtains from an Applicant, from Petcore or from



other Representative, in written or oral form, for the purpose of the TCEP Platform, except for information which can be shown by the receiving party, as it was:

- (i) Already or hereafter becomes public knowledge otherwise than through the breach of this Agreement by the recipient, or
- (ii) Lawfully obtained from a third party with full rights of disclosure, or
- (iii) Already known to the Representative at the date of receipt of the information pursuant to this Agreement, or
- (iv) Independently developed by an employee or staff member of the Technical Expert to whom no disclosure of confidential information has been made.

The Technical Expert shall not distribute, disclose or disseminate, in any way to anyone, the Confidential Information, in any form whatever, except solely for the purposes contemplated under this Agreement.

The Technical Expert will not make, have made, use or sell for its own purpose, or any other purpose, any Confidential Information, unless specifically authorized to do so by the Applicant in writing.

The Technical Expert shall exercise the highest degree of care in safeguarding the Confidential Information and will mark any of the Confidential Information with an appropriate proprietary or confidential notice, and any oral data considered Confidential Information will be reduced to writing and marked accordingly.

The Representative will communicate confidential information only to colleagues and managers who need to know it in the framework of the TCEP Platform.

The Technical Expert shall return any Confidential Information that has been provided by the Applicant in any format upon:

- the termination of this Agreement, or,
- finalization of the Assessment procedure (clause 1.3 of the Modus Operandi).

The Technical Expert will remain bound by the present clause of this Agreement for 5 (five) years after the finalization of the Assessment or after withdrawal of the request for Assessment by the Applicant.

The Technical Expert shall ensure that the Representative, all of its staff and employees are bound by the same obligations as are incumbent upon him under the present clause.

## **6. Competition rules**

The Parties agree that any information sharing will be carried out only to the extent permitted by laws and more precisely by European Union rules and regulations on free competition.

## **7. Conflict of interests**

The Technical Expert commits to notify Petcore if he/she or the Representative has a conflict of interest – or potential conflict of interest – between existing assignments, obligations and responsibilities to other clients and an evaluation request from a certain Applicant or any of the services set out in the Modus Operandi.

Examples of conflict of interest include, but are not limited to:

- (i) Personal direct interest / investment in a competing company, or



(ii) Any other situation where the designated Technical Expert will de facto not be able to respect this non-disclosure agreement.

The Technical Expert shall in such case spontaneously notify Petcore, refrain from participating in whatever activity relating to the conflict of interest and in general act as Excluded in that regard.

## 8. Financial terms

The work of the Technical Experts in the execution of this Agreement and for the TCEP Platform in general is not remunerated.

Coverage of expenses is provided for in clause 1.2.5 of the Modus Operandi.

## 9. Other conditions

This Agreement and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement, shall be governed and construed in accordance with the laws of Belgium, excluding its rules for choice of law.

Any disputes relating to or arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Rules of CEPANI, the Belgian Centre for Arbitration and Mediation. The arbitration shall be held in the offices of CEPANI in Brussels, Belgium, and the English language shall be used in the proceedings. The arbitration decision shall be final and binding on the Parties and enforceable in any court of competent jurisdiction.

Should any clause or provision of this Agreement prove to be or become null and void, invalid or unenforceable, this Agreement shall continue to be valid as to its other provisions, provided that the aggrieved Party(ies) would have concluded the Agreement without the invalid or unenforceable provision had they known about such invalidity/unenforceability.

In such case the Parties shall endeavor to replace the clause or provision in question by another one that approaches to the best extent possible the meaning and the effects of the clause or provision deemed void, invalid or unenforceable.

The Parties may, if necessary, sign the Agreement electronically.

The Parties acknowledge that these electronic signature procedures constitute a valid means of concluding and forming the Agreement.

Furthermore, the Parties acknowledge that the Agreement signed electronically will have evidential force whatever the use made of it and in particular in the event of any dispute or litigation.

Signed on behalf of Petcore Europe:

date

*Executive Director, representing Petcore Europe*

Signed by the expert:

date

Company name

Expert name - position



### Annex 3: Secrecy Agreement and Application Form

see “Annex 3-1- Application Form Petcore Europe Tray Evaluation Platform” and “Annex 3-2- Petcore Europe Tray Evaluation Platform - Secrecy Agreement for applicant”

#### Secrecy Agreement

#### Secrecy Agreement

This Agreement is made on **01/06/2021**

BETWEEN:

**Petcore**, Avenue de Broqueville, 12, 1150, Belgium.

Acting as the Petcore Europe Pet Tray Recycling Platform, hereinafter referred to as “TCEP”.

AND

**To be filled in by Applicant**

Hereinafter referred to as “APPLICANT”.

WHEREAS

- A. TCEP is a voluntary initiative, grouping technical experts in the field of PET production, design and recycling; together, they aim to provide an objective evaluation of new technologies and an independent assessment of their impact on PET recycling processes across Europe.
- B. TCEP’s main objective is to allow new innovations, and to support the introduction of new PET tray/packaging solutions, while optimizing the economic and environmental consequences for the European PET recycling industry. It will do so by:
- Setting up test procedures to evaluate the influence of PET tray/packaging Innovations - such as barrier materials, resin formulations, additives and non-PET components in or on PET tray/packaging on R-PET recycling processes.
  - Assessing key technologies and total packaging concepts.
  - Giving independent advices and recommendations to the different stakeholders.
- C. TCEP has issued the “PET Tray Recycling protocol” – version 01.06.2021” outlining the terms and conditions of an TCEP evaluation of new technologies and pet tray/packaging innovations. The document also explains the steps and tools used for the completion of the test procedures and the evaluation of the test results.
- D. APPLICANT has requested TCEP to evaluate a PET tray/packaging innovation project entitled project name to be filled in by applicant (hereinafter referred to as PROJECT) in relation to its influence on the quality of PET recycling processes and its re-use as secondary raw material in applications such as film, sheet, strapping and fibre.
- E. TCEP will obtain from APPLICANT certain non-public confidential technical, scientific and commercial information, directly or indirectly, in writing or orally, including but not limited to processes, innovations, know-how, specifications, designs, samples, photographs, flow charts, test results and data solely for the purposes of the PROJECT.

Now in consideration of the disclosure by the APPLICANT of confidential information, the parties hereby agree that:

1. All information obtained by TCEP from APPLICANT shall be regarded and treated as confidential.
2. TCEP agrees to use the APPLICANTS’s confidential information solely for the purposes of the PROJECT.
3. TCEP shall not file any patent, utility model, design application or trademark based upon or using any of the APPLICANT’s Confidential Information or any data derived from the APPLICANT’s Confidential Information.”
4. TCEP undertakes not to disclose the APPLICANT’s confidential information to any third party without the prior written consent of the APPLICANT.
5. TCEP and APPLICANT agree that any information sharing will be carried out only to the extent permitted by laws



- and more precisely by European Union rules and regulations on free competition.
6. and the APPLICANT for the purposes of the PROJECT, except for information which it can be shown by the receiving party, was:
- (i) already is or hereafter becomes part of the public domain by publication or otherwise than through the breach of this agreement by TCEP, or
  - (ii) already in the possession of TCEP prior to the date of receipt of the information pursuant to this agreement, or
  - (iii) lawfully acquired by TCEP after the time of disclosure hereunder from a third party with full rights of disclosure.
7. The present agreement and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement, shall be governed and construed in accordance with the laws of Belgium, excluding its rules for choice of law.
- All disputes relating to or arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Rules of CEPANI, the Belgian Center for Arbitration and Mediation. The arbitration shall be held in the offices of CEPANI in Brussels, Belgium and the English language shall be used in the proceedings. The arbitration decision shall be final and binding on the Parties and enforceable in any court of competent jurisdiction.
8. Should any clause or provision of this agreement prove to be or become null and void, invalid or unenforceable, this agreement shall continue to be valid as to its other provisions.
- In such case the parties shall endeavour to replace the clause or provision in question by another one that approaches to the best extent possible the meaning and the effects of the clause or provision deemed void, invalid or unenforceable.

The present agreement shall take effect on the date of its signing by the parties. The parties shall be bound by the obligations and undertakings contained in this agreement for a period of 5 (five) years from the date of disclosure, unless terminated by the mutual written consent of the parties hereto.

Signed in 2 original copies by the duly authorised representatives of the parties.

**For Applicant**

Name :

Title:

Date :

Signature :

**For Petcore**

Name :

Title:

Date :

Signature :



**APPLICATION FORM  
PET TRAY EVALUATION**

PLEASE FILL IN OR SELECT THE FOLLOWING FIELDS

**Date:** dd/mm/j j j j .....

**Company name:** .....

**Company address:** .....

.....

.....

**Contact person:** .....

**Phone number:** .....

**Fax number:** .....

**E-mail:** .....

**Website:** .....

**General Information**

**Category:** PET thermoformed container (including lid if applicable) .....

**Commercial name:** .....

**Market sector:** meat fish non-food (HPC)  
dairy food (other) non-food (other)  
other (please specify): .....

**Est. market volume:** .....

**Replacement of other existing solutions?** .....

**Commercialised:** not yet imminent yes

**Detailed information (specify amount):**

**Shape:** .....

**Volume:** .....

**Resin:** fast reheat low AA .....

**Additive:** .....

**Barrier technology:** multilayer passive blend active surface treatment passive & active .....

**Colour:** transparent pigment opaque masterbatch .....

**Lidding film/closure/ skins/flow pack/rigid top:** metal part alu seal silicone valve active ba .....

**Labels & sleeves:** roll-on stretch shrink .....

**Adhesives:** no glue water soluble glue 1 line solvent based more than 1 line hot melt other .....

**Ink:** offset water-borne basecoat direct printing flexography solvent binder rotogravure energy curing overprint varnish other .....

**Other component (e.g. soaker pad):** .....

**Food contact approved:** yes no

**Quick Test - result:** .....

.....

**Available recycling studies:** .....

.....

.....

**Documentation:** .....

.....

.....

**Comments:** .....

.....

.....

**Exclusions from the Technical Committee**

1 .....

2 .....

3 .....

The Petcore Europe PET Tray Recyclability Evaluation Platform is a voluntary initiative, grouping technical experts in the field of PET production, design and recycling; together, they aim to provide an objective evaluation of new technologies and an independent assessment of their impact on PET recycling processes across Europe.

It is recommended that you carefully read the "Modus Operandi" and "Secrecy Applicant Agreement" Documents. By completing the current Application Form and/or checking the "I have read and accept the terms" checkbox, you are indicating your acceptance to be bound by all of the terms and conditions of the Modus Operandi Document. You understand and agree that the terms and conditions of this document are the only terms and conditions applicable to your application and evaluation by the PET Tray Recyclability Evaluation Platform.

I have read and accept the terms and conditions of the Modus Operandi Document.

**Signature:**

**Name:** .....

**Date:** dd/mm/j j j j .....

**Where to send this form ?**  
Applications can be sent to the Petcore Europe PET Tray Recyclability Evaluation Platform by mail, or e-mail.

The Petcore Europe PET Tray Recyclability Evaluation Platform undertakes all reasonable steps to maintain the confidentiality of the application submitted. The Platform will not discuss the details of a specific application with anyone, unless the Platform has written authorisation from the applicant, specifically naming those persons to whom information can be provided.



## Annex 4: PET Tray Design guidelines

The design Guidelines is a living document. The latest update can be found in both Petcore Europe and TCEP site.

Pease use the links below:

1. <https://www.tcep-europe.org/>
2. <https://www.petcore-europe.org/recyclability-evaluation-platforms.html>
3. [https://www.petcore-europe.org/images/evaluation-platform-test-procedures/dfrguidelines\\_final\\_version.pdf](https://www.petcore-europe.org/images/evaluation-platform-test-procedures/dfrguidelines_final_version.pdf)





## Annex 5: Competition law checklist for the meetings

### Prohibited Discussion Topics

#### Prices

Agreements on prices, costs, discounts  
Discussions on industry prices, price changes  
Exchange information on price trends

#### Production

Information on production capacities  
Fixing on production quotas

#### Market Shares

Agreements on market shares  
  
Boycott suppliers  
Division of the market  
Allocation of sales territories  
Distribution of marketing

#### Customers

Blacklisted customers  
Classification or selection of potential customers



<b>Version</b>	<b>Publication Date</b>	<b>Revision notes</b>
V0	Sept-21	New Document
V1	Mar-23	Updated Logo and Platform Name
V2	April-21	Annexes inclusion in the document and document name change
V3	April-23	Replacement of DfR table with the related links (Annex 4)
V4	January-24	Updated SB and TC structure