

TERMS AND CONDITIONS

The South African Plastics Pact Terms and Conditions

These Terms and Conditions apply to Members (including Founding Members) and Supporting Members of The South African Plastics Pact and replace and supersede all previous Terms of The South African Plastics Pact.

1. The South African Plastics Pact targets:

By 2025, the members aim to change the way plastic products and packaging are designed, used and reused to ensure that plastics are valued and never become waste by committing to the following targets;

- **Target 1** – Taking action on unnecessary and problematic packaging and plastic products through design, innovation or alternative delivery models.
- **Target 2** - 100% of plastic packaging to be reusable or recyclable or compostable* by 2025 (*applicable only in closed loop and controlled systems with sufficient infrastructure available or fit for purpose applications).
- **Target 3** - 70% of plastic packaging effectively recycled (input recycling rate) by 2025
- **Target 4** - 30% average post-consumer recycled content across all plastic packaging by 2025.

2. Definitions

Founding Member: A business that handles substantial quantities of plastic packaging and problematic plastic items (in the life cycle of plastic) which has signed up as a Member to the SA Plastics Pact by **30 January 2020**.

Member: A business that handles substantial quantities of plastic packaging and problematic plastic items (around the life cycle of plastic) which has signed up to the SA Plastics Pact.

Supporting Member: supporting members represent a broader group of organisations, that do not typically use plastic or plastic packaging, or have direct influence over the progress made towards the targets in practice, but can contribute to the outcomes through their support in amplifying the messages, cascading best practices and sharing their expertise to help identify solutions.

3. Steering Committee

1. The Steering Committee serves the SA Plastics Pact and is accordingly aligned to the objectives and purpose of the SA Plastics Pact. The Steering Committee will provide input and guidance to the Secretariat on the focus and strategic direction of the SA Plastics Pact.
2. The Founding Members will establish the first Steering Committee, which shall, as far as reasonably practicable, be comprised of at least 10 individuals but not more than 17.
3. It is intended that the Steering Committee will be comprised of members who represent sectors from across the plastics value chain as follows as a minimum:
 - i. 2 x retailers
 - ii. 2 x brand owners
 - iii. 1 x converter
 - iv. 1 x hospitality/service
 - v. 1 x recycler

- vi. 2 x waste collector (1 formal and 1 informal)
 - vii. 1 x government
 - viii. 2 x NGO (1 local and 1 international)
4. As a transitional agreement, the founding steering committee includes invited members from the founding member group for the first year of the Pact from 1 April 2020 to 31 March 2021. In the first year, the invited members have the same rights as the elected steering committee members; thereafter the steering committee composition will revert to that defined above.
 5. The initial structure of The South African Plastics Pact in general and specifically the Steering Committee will be determined by the Founding Members in accordance with the SA Plastics Pact Steering Committee Framework, which shall be amended from time to time by the Steering Committee and made available on the website. Members will be notified of any changes approved by the Steering Committee.

4. Secretariat

1. The Secretariat is the body responsible for the co-ordination of the SA Plastics Pact. The Secretariat shall fulfil the following functions/ roles:

- i. Independent coordination and moderation of the dialogue and collaboration of the broad stakeholder group.
 - ii. Marketing of The South African Plastics Pact and signing up of new members.
 - iii. Main contact point for members and registering new members.
 - iv. Drafting of the roadmap and the proposed The South African Plastics Pact activities supported by the Steering Committee.
 - v. Co-ordination of work streams and activities to support members in achieving targets.
 - vi. Marketing and communications of the initiative.
 - vii. Annual public progress reporting.
 - viii. Strategic consultations with the Steering Committee.
 - ix. Collaboration with other Plastic Pacts within the Ellen MacArthur Foundation's Plastics Pact Network to share insights, best practice and learnings.
2. The Steering Committee shall be entitled to appoint the Secretariat to perform the activities and tasks associated with the SA Plastics Pact. The members of the secretariat shall work in partnership with, and feed back to the Steering Committee. The Steering Committee will provide input and guidance to the Secretariat on the focus and strategic direction of The SA Plastics Pact (for more details on the constitution and role of the Steering Committee, please see the Steering Committee Framework).

5. Members' annual contributions - The annual contributions are applicable to Members only.

1. Members' annual contributions will be determined by the Steering Committee and paid in the manner determined by the Steering Committee.
2. The member fees will be reviewed for approval annually by the Steering Committee.
3. Contributions are payable to the Secretariat, (which shall retain responsibility for the financial management of the SA Plastics Pact) or in such manner as determined by the Steering Committee from time to time.
4. Annual fees are based on the members' turnover and will also be based on the activities required to deliver the initiative.
5. The financial year of the South African Plastics Pact runs from 1 April to 31 March. All fees are payable by the 31st March for the following financial year's membership to the Pact. The Secretariat will issue an invoice by the end of February for fees payable by the 31st March. Members joining the Pact after the 1 April of any year will pay membership fees on a pro rata basis.
6. Where there is a shortfall to cover secretariat, following annual budget approval by the Steering Committee, the members will either cover the shortfall according to share of revenue contributed,

or the Secretariat will re-evaluate planned activities according to the budget available. In the event, that the funding available is insufficient to cover the minimum operating cost of the Secretariat, the Secretariat may cease activities until such time as funding is available.

6. Renewal of Membership and Termination

1. Members commit to an initial minimum term of 12 months as an “Initial Term”.
2. Membership shall automatically renew annually on the anniversary date of signature of the SA Plastics Pact after the Initial Term, unless notice of intention not to renew membership is provided in writing no less than three months prior to the renewal date.
3. Upon termination, the Member’s name and logos shall be removed from all communications materials. No contributions are refundable.
4. If Member contributions are not received, membership may be terminated by the Secretariat on notice to the Member.

7. Project contributions

If a Member or Supporting Member wishes to financially support an additional work or project then they may at any time make a contribution that is costed separately from the Member’s required annual contribution.

8. Confidentiality

1. The Secretariat will collate summary data to report on collaborative progress. All data will be held in accordance with these confidentiality terms, and all published reporting will use aggregated and anonymised data.
2. All information, including but not limited to emails, reports, materials, pictures and data, which are provided by the Members and Supporting Members or the Secretariat, will be regarded as confidential unless the information is made generally available to the public by The South African Plastics Pact.
3. All confidential information obtained by a Member or Supporting Member in relation to The South African Plastics Pact or another Member or Supporting Member must be held in confidence and not disclosed to a third party without the express written permission of the Member or Supporting Member to whom the confidential information relates.

9. General

1. Members and Supporting Members expressly authorise the Secretariat to display their company/organisation name and approved logo on The SA Plastics Pact websites and social media platforms.
2. Members and Supporting Members participating in The SA Plastics Pact projects agree to provide requested data on the timeline as determined by the Secretariat and acknowledge that the Secretariat has a responsibility to share good practice and therefore the Members and Supporting Members consent to the Secretariat publishing reports, case studies and results of the aggregated or generalised anonymised results based on the participation of Members and Supporting Members which may include their company/organisation name, logo and anonymised data.
3. Members and Supporting Members will not use the expression “The SA Plastics Pact”, The SA Plastics Pact Logo or The SA Plastics Pact Trademarks other than to identify themselves as a SA Plastics Pact Member or Supporting Member in accordance with the guidelines published on the SA Plastics Pact website and in particular will not use the expression “The SA Plastics Pact”, or The SA Plastics Pact Logo in relation to any mercantile advertising.
4. Members and Supporting Members will deal with their own media requests and manage their social media with regards to The SA Plastics Pact in accordance with the guidelines of the Secretariat. Any Members or Supporting Members creating marketing and communications

that refer to The SA Plastics Pact, that fall outside the guidelines, must seek written consent from the Secretariat.

5. Members and Supporting Members will not do anything which is or would be materially detrimental to the reputation and interests of The SA Plastics Pact; and will cease use of the expression "The SA Plastics Pact" and The SA Plastics Pact Logo immediately on request by the Secretariat.
6. The Secretariat will make all reasonable efforts to clear case studies with originators before publication and will only use a Member's and Supporting Member's company/organisation name and approved logo in any of The SA Plastics Pact associated publications and case studies with their prior agreement.
7. The intellectual property rights in all of The SA Plastics Pact materials and outputs created by the Secretariat (existing and future) shall be owned by the Secretariat.
8. Members and Supporting Members agree that all activities of The SA Plastics Pact shall be conducted in strict compliance with all applicable competition laws and trade regulations.
9. Members and Supporting Members shall not be used as a channel to facilitate any anticompetitive actions or enable exchanges of any competitively sensitive information, such as, but not limited to, any information on price, customers, production data, competitive strategies or plans, or any other non-public, competitively sensitive information.
10. The Steering Committee in consultation with the Secretariat, reserves the right to remove any Members or Supporting Members from The SA Plastics Pact, if some or all of the conditions set out in this Terms have not been complied with, and/or Members or Supporting Members are not showing reasonable progress towards targets as measured through the annual indicators questionnaire.
11. These terms are the whole agreement between the parties.
12. Terms may be revised from time to time and any changes will be published on the website.