



REGULATION  
IMPLEMENTING



## REGULATION IMPLEMENTING THE SUBSCRIPTION AND MEMBERSHIP TO THE ETHICAL PACKAGING CHARTER OF THE ETHICAL PACKAGING CHARTER FOUNDATION

### PREAMBLE

The Ethical Packaging Charter Foundation (hereinafter also referred to as the “Foundation”) is an entity that is active in spreading and promoting the new packaging culture according to the values of the Ethical Packaging Charter (hereinafter also referred to as the “Charter”).

Ensuring the overriding public interest in legality and transparency also for the purposes of prevention, control and tackling of the attempts of mafia-type infiltrations and the verification of the security and compliance of the places of activity remains a necessary prerequisite to join the Charter.

### 1. SUBJECT

The Foundation, on a trust basis and under the conditions as per this Regulation, allows the individuals who are due to join the values and precepts of the Charter, the right to use the title of Charter Ambassador, so that they share its values and work for their dissemination in compliance with this Regulation.

The title of Charter Ambassador, represented in a specific registered trademark and granted by the Foundation, means accepting the Values of the Charter, as well as undertaking to:

- Work free of charge for the implementation of the Charter and in compliance with the 10 Values of the Charter.
- Promote and permeate its production, sales, service and communication activity with the values of the Charter with a view to pursuing the purposes and objectives of the Charter.
- Promote the Values of the Charter in its activities and in the consumption of its products and services.

- Spread and promote the Values of the Charter.
- Comply with the rules of the Charter Implementing Regulation and accept the final sanctions provided therein, without any possible appeal.
- Use the Charter Ambassador brand in accordance with the procedures and instructions of the Foundation.
- Mention the name of the Foundation only after expressed written authorization.
- Create a personal account on the website of the Foundation.
- Allow the Foundation to disseminate the membership to the Chart, as well as any withdrawal of the authorization to use the Charter Ambassador brand.

Renew the membership on time, provided that it meets the requirements, together with the payment of the annual renewal fee, no later than 31st March of the current year

The Foundation, through its Board of Directors, is the only entity that may confer and withdraw the title of Ethical Packaging Charter Ambassador and the authorization to use the related brand.

## **2. TITLE PURCHASING METHODS**

Individuals who wish to be awarded with the title of Ethical Packaging Charter Ambassador must apply for the Membership via PEC to the Board of Directors of the Foundation, and shall provide the following documents:

- Letter of commitment filled in, dated and signed with the related signed annexes
- Past records of the Company/Enterprise (for company/enterprise only)
- Certificate of pending criminal charges of the pro-tempore legal representative
- Receipt of the payment of the annual membership fee, which may be refunded in the event of unsuccessful application
- Privacy policy

The Foundation, in the person of the Board of Directors, shall examine the application and reserves the right to notify its acceptance and the issuance of the title of Charter Ambassador no later than the indicative time frame of 45 days of receipt of application.

Any additional requests are grounds for extending the deadline for acknowledgment.

In any event, the Foundation shall give a feedback on the application, which can in no way be accepted for tacit consent, even if the annual fee has been paid. Should the application be rejected, the membership fee shall be returned, net of the investigation fees equals to € 200.00.

### **3. REQUIREMENTS**

The companies/enterprises that are active for any reason whatsoever in the market of the production and distribution of raw materials for the packaging industry, in the production or distribution of packaging, whether they are users of packaging or deal with its re-use, recycling or transformation or carry out any service or even post-consumer activities for the packaging industry, are allowed to apply for the title of Charter Ambassador.

Associations, Consortiums, Bodies, Foundations or Organizations that work in sectors that include packaging for any reason whatsoever, such as post-consumer management, standardization, study and research may also file the request.

Applicants must declare or prove, as indicated in the Letter of Commitment and/or Membership Application, to meet the following legal requirements:

- Absence of pending criminal charges of the pro-tempore legal representative
- Absence of anti-mafia notifications/informative instructions pursuant to article 91 of Italian Legislative Decree no. 159 of 6.9.2011 and subsequent amendments and additions
- Absence of notifications on infringement of security standards at work

Absence of withdrawals of the title of Charter Ambassador in the last 5 years

### **4. BENEFITS OF THE TITLE OF CHARTER AMBASSADOR**

The Individual, whose application for membership has been accepted, is defined as Subscriber and Member and is entitled to use the Title of Charter Ambassador, as well as to be contacted as partner for any initiatives of the Foundation for the promotion of the Values of the Charter.

Following the notification of the acceptance of the Membership Application, the Foundation shall send a registered trademark to the Member to certify the possession of the title of Ambassador which can be freely exhibited.

The Charter Ambassador brand is the sole property of the Foundation and the authorization to its use does not concede any proprietary right with regard to said brand, but only the right to use it until the authorization of the Foundation is in force, i.e., for the authorized year.

The Title of Charter Ambassador, as well as the right to use the related brand, shall have a duration of one calendar year, i.e., it shall expire on 31st December of each year, irrespective of the date of the application or the authorization to its use.

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## **5. RENEWAL OF THE TITLE OF CHARTER AMBASSADOR**

The Subscriber and Member who wish to be granted with the continuity of the right to use the Title of Charter Ambassador and the related brand must apply for the renewal no later than 31st March of each year, by en-closing the following documents:

- In the event of change of the pro-tempore legal representative, a letter with the declaration of the changes made accompanied with the Past Records of the Company and the Certificate of pending criminal proceedings of the new pro-tempore legal representatives
- Receipt of the annual membership fee
- Declaration of fulfilment of membership requirements

## **6. TITLE WITHDRAWAL**

The following events are grounds for immediate withdrawal of the authorization to use the brand and the spending of the Title of Charter Ambassador, as well as grounds for termination of membership to the Charter:

- Being aware of anti-mafia informative or interdictory instructions regarding the Member.
- The inclusion of the Member to any type of insolvency procedure at large, including extraordinary Ad-ministrations or requests for debt restructuring.
- Being aware, either directly or indirectly, of situations or behaviours of the Member which are contrary to the Values of the Charter at the sole discretion of the Foundation.
- Being aware, either directly or indirectly, of circumstances that constitute non-compliance of the Member with even one of the commitments undertaken in the Letter of Commitment or with the requirements of the Implementing Regulation, at the sole discretion of the Foundation.

The Foundation, to guarantee compliance of the commitments undertaken by the Member, shall activate links or useful sections on its website for any notifications of infringement of the Values of the Charter or notifications of any defaulting Member in order to automatically initiate the withdrawal proceedings.

## **7. WITHDRAWAL PROCEEDINGS**

Irrespective of the ground for withdrawal of the title of Ambassador and Member, the Foundation, in the person of its Board of Directors shall decide on the initiation of the proceedings for the withdrawal of the Title, the use of the brand and the membership, without cross examination.

In the event of favourable resolution to the initiation of the proceedings, it is up to the Foundation, through a specific appointed person, to require written justifications to the concerned party, with

invitation to reply in writing by e-mail within the strict deadline of 8 days from the request.

The proceedings shall be concluded within the following 45 days by resolution taken in any case by the majority of the Board of Directors which shall accept or reject the application for withdrawal of the Foundation.

The resolution on withdrawal shall be notified via PEC to the address of the holder of the title of Ambassador no later than 3 days of the resolution.

The withdrawal shall entail:

- Absolute prohibition to use the brand that certifies the possession of the Title of Charter Ambassador, as well as the title itself
- Loss of Member status
- Publication on a national newspaper of the news regarding the loss of the Title of Charter Ambassador and the right to use the related brand, with charge of the related costs
- Immediate payment of a sum of € 5,000.00 to guarantee the coverage of the costs of publication of the news of the occurred withdrawal.

The resolution may not be appealed.

## **8. REGULATION**

The relationship resulting from the Membership to the Charter is free of charge and is governed by this Regulation, the Letter of Commitment and the Application for subscription and membership, with priority of the Regulation.

For any aspect not governed herein refer to the regulations of the free mandate without representation as per article 1705 and following of the Italian Civil Code.

## **9. DISPUTES**

In the event of disputes on the interpretation and/or execution of this Regulation, as well as with regard to any other act of the Foundation, any decision thereof shall fall under the exclusive competence of the Court of Milan.



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Place and date .....

Subscription Company/Enterprise/Body/Association/Consortium/Foundation

Name and Surname of the Legal Representative

Signature of the Legal Representative .....

Pursuant to articles 1341 and 1342 of the Italian Civil Code I hereby declare to have read, understood and to expressly accept the following unfair clauses:

**Paragraph 7. Withdrawal proceedings.** , as regards the acceptance of the initiation of the proceedings upon third party notification, the acceptance of the right of the Foundation to publish the news of the loss of the Title of Charter Ambassador on a national newspaper, and the acceptance that the resolution of withdrawal and the related sanctions may not be ap-pealed.

**Punto 9. Disputes:** The exclusive court for any dispute is the Court of Milan

Place and date .....

Subscription Company/Enterprise/Body/Association/Consortium/Foundation

Name and Surname of the Legal Representative

Signature of the Legal Representative .....



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