

Solid'R agreement

In case of divergence of interpretation, the text of the convention in French serves as a reference. The convention in French is available in appendix 6.

BETWEEN:

RESSOURCES ASBL with head office located: 5000 Namur, rue Nanon, 98, Belgium

Represented by :

CAUDRON Jean-Marc, Director

Hereinafter referred to as RESSOURCES

AND:

COOPERATIVA IMPRESA SOCIALE RUAH S.C.S.

with head office located in BERGAMO, VIA GAVAZZENI 3

Represented by : DANIELA MERIDDA

Hereinafter referred to as member company

IT IS EXPOSED AS FOLLOWS:

RESSOURCES is the federation of social economy enterprises active in waste reduction through the recovery, reuse and valorisation of resources in the Walloon Region and the Brussels-Capital Region.

RESSOURCES is the Solid'R trademark holder. Solid'R collective mark has for purposes: to inform that its beneficiary is a social economy enterprise active in recycling and reuse ; its beneficiary is holder of the Solid'R ethical and technical label as defined in the Solid'R Charter. Whose compliance is guaranteed by a certification procedure and an annual control.

This agreement sets the operating rules between RESSOURCES and organisations that wish to join the Solid'R label and make use of the Solid'R brand.

THE PARTIES AGREE TO:

That the Solid'R label attribution and the use of the mark are subjected to the following rules.

That the certification granting is a prerequisite for any use of the Solid'R brand.

The member company is committed to:

- Respect the ethical and solidarity rules set out in the Solid'R Charter (Appendix 1).
- Establish the label application file for the award of the label and send it to RESSOURCES on time.
- Pay the annual fee due to RESSOURCES.
- Pay the costs claimed by the Certifying Body for its interventions (certification audit, annual control, control of the implementation of the corrective measures requested, physical audit every 3 years for the companies concerned)
- Appoint its representative; the representative is the person in the member company who will be responsible for the implementation of the agreement and contact person in the framework of the agreement.
- Ensure that this information is up-to-date and inform as soon as possible RESSOURCES of any changes.
- Participate in the national plenary meetings that are organized at least twice a year, in order to carry out all the actions to be taken to ensure the proper functioning and reputation of the label.
- Actively participate in communication campaigns decided per the national plenary of which it is a member. Campaigns previously validated by the International Committee.
- Use the Solid'R logo provided by RESSOURCES (APPENDIX 3).
- Communicate on the label on its website. Insert on it the Solid'R label and a presentation text and / or a link to the dedicated website www.solid-r.eu.
- Insert the Solid'R logo on all its collection points: outside bins and collection points in its second-hand shops.
- Always obtain prior written authorization from RESSOURCES for any new use of the Solid'R brand (advertising campaign, publications, flyers ...).
- End any use of the trademark in case of agreement breach or certification withdrawal.

The member company is invited to:

- Include the label on all the media tools of the company (folder, stand, activity report or in its collection spot operations ...) and communication campaigns to the general public or to its partners.
- To relay on all its communication media all the actions implemented or coordinated by the national plenary as part of the label promotion (website, newsletter, social media, displays ...) and according to the defined schedule.

- Actively participate in actions set up or coordinated by the national plenary as part of Solid'R communication campaigns.
- Communicate information about its developments or its events so that RESSOURCES can relay it through its own communication channels.

RESSOURCES IS COMMITTED TO :

- Ensure the various actors coordination (member companies, International Committee, National Plenaries, and Certifying Body). RESSOURCES reserves the right to mandate a third-party company to insure some of these obligations, in particular for the ones outside the Belgian territory. It will however supervise all the actors.
- Act, as the owner of the Solid'R brand, for its proper use and defence.
- Monitor the procedures related to the certification step, the annual control and the complaint.
- Award or withdraw the certification based on the International Committee notice and the certificate issued by the Certifying Body.
- Calculate the amount of the annual fee (Belgian indexation), prepare and send the invoices related to the annual fee to the companies.

Solid'R certification procedure:

The MEMBER COMPANY establishes the certification application file (based on the Table of Evidence (APPENDIX 2) - first certification tab) and sends it to RESSOURCES.

Any application for certification must reach RESSOURCES no later than **August 15th** of the year.

RESSOURCES examines the file, checks on its completeness and sends it to the certifying body.

The Certifying body get in touch with the MEMBER COMPANY and organizes an in situ audit, which is mandatory for the first certification and will then take place every 3 years only for medium large and small companies (APPENDIX 4).

The certifying body produces a certificate (positive or negative one) that it sends to RESSOURCES.

If the certificate is negative, the MEMBER COMPANY should put in place corrective measures and has a period of 3 months to do so. At the end of this period, the certifying body makes the new verifications and produces a new certificate, which it sends to RESSOURCES.

The International Committee examines the certificates and notices an opinion.

The decision to certificate the member company is taken by RESSOURCES,

based on the International Committee and the certificate issued by the certifying body.

When the label is awarded to the company and the authorization to use the mark within the limits and conditions defined by the regulations, the company is also part of the national plenary of member companies.

RESSOURCES communicates in writing the decision to the MEMBER COMPANY. In case of an unfavourable decision, the agreement between RESSOURCES and the MEMBER COMPANY is automatically terminated.

RESSOURCES notifies its decision to the MEMBER COMPANY by registered mail.

Annual control of the labelled companies:

Each year, no later than **August 15th**, the MEMBER COMPANY sends all the documents required by the Table of Evidence (Appendix 2).

RESSOURCES examines the file, ensures its completeness and sends it to the certifying body.

The certifying body may request additional documents or clarifications and, if necessary, organize an in situ audit every 3 years for medium, large and small companies (Appendix 4).

Based on these elements, the certifying body produces a certificate (positive or negative) which it sends to RESSOURCES and the MEMBER COMPANY.

If the certificate is positive, the company continues to benefit from the label as well as the use of the brand.

If the certificate is negative. The MEMBER COMPANY has a period of three months to comply with the criteria. At the end of this period, the certifying body checks, again, the criteria on which a compliance was necessary. After this control, it issues a new certificate that it transmits to RESSOURCES as well as to the MEMBER COMPANY.

If the certificate is positive, the company continues to benefit from the label as well as the use of the brand.

If it is again negative, the MEMBER COMPANY loses the label as well as the possibility of making use of the mark. The agreement is terminated.

Control after complaint :

The Member is informed that the Certifying Body because of a complaint may carry out an inspection at any time.

To send a complaint to RESSOURCES, it is mandatory to have at least a quarter of the member companies. The complaint must be sent in writing.

RESSOURCES and the Certifying Body agree which controls are necessary.

All complainants will bear this control cost, including the ones of the auditors or

other external specialists. External specialists and/or auditors required to have an impartial opinion.

The Certifying Body sends a complete report to RESSOURCES.

RESSOURCES consults the International Committee. The International Committee notices an opinion.

RESSOURCES makes the decision to maintain or withdraw the label and informs the MEMBER COMPANY.

Label withdrawal :

When a decision to withdraw the label is taken, RESSOURCES notifies this decision to the company concerned by registered letter.

The company notified of this decision loses immediately all the rights to use the Solid'R brand in any form whatsoever.

It has a period of 30 days from the notification to stop any use of the mark in any form whatsoever, any type of media, any location, trucks or any collection material, flyers, printed, clothing work..

Any use that remains beyond the period of 30 days will give rise, ipso jure and without any detrimental recognition, to a lump sum compensation of € 100 per day of delay and per proven infraction.

Member company representative :

Mr/Ms: TIZIANO BETTONI

Address: BERGAMO VIA CAVALIERI DI VITTORIO VENETO 14

Phone: 0039035311914

Mobile: 3396156769

Mail : tiziano.bettoni@cooperativaruah.it

The member company must communicate to RESSOURCES, as soon as possible, any change, in whole or in part, of the information relating to its representative.

Annual subscription:

The MEMBER COMPANY must pay to RESSOURCES a fixed annual subscription.

The amount of the subscription is:

150 € per year for micro and small companies

1000 € per year for medium and large companies

The size criteria are detailed in APPENDIX 4.

The amounts of subscription are indexed each year on the basis of the Belgian health index (base 1996). The starting index is that of January 2017 (143,79).

Each year, RESSOURCES establishes and sends in February the invoice to the MEMBER COMPANY.

The MEMBER COMPANY must pay the annual subscription by 31 March of the year, at the latest.

If this period is exceeded, RESSOURCES may automatically demand the payment of late-payment interest at a rate of 1% per month, as well as a lump-

sum payment of € 50 for each reminder sent per mail to the defaulting MEMBER COMPANY.

National Plenaries :

The National Plenaries are composed of all the representatives of the MEMBER COMPANIES whose head office is located on the territory of the same State as well as a RESSOURCES representative.

They meet twice a year.

RESSOURCES, or its proxy, convenes meetings.

The convocations and the agenda are sent by email, at least 15 days before the date fixed for the meeting.

Minutes of each meeting are established and sent to RESSOURCES.

The national plenaries set up at least each year one communication campaign on the label. For this purpose, it is up to them to find the necessary financial means.

Each proposal is submitted to the International Committee, which validates the action or not.

The International Committee must give its prior and express agreement before the action implementation.

It is the responsibility of RESSOURCES, either directly or through its proxy, to notify the decisions of the International Committee to the National Plenaries.

Each National Plenary appoints a representative to sit on the International Committee. As soon as the appointment is done, it sends the complete contact information of the designated person to RESSOURCES.

International Committee:

Decides of the amendments on the Charter and the technical specifications.

Proposes the international communication actions.

Ensures the coherence of external communication at national and international level. In this context, it examines all communication proposals made by the National Plenaries and decides whether to validate these proposals.

It also issues proposals on the awarding of certifications based on certificates issued by the certifying body. The final decision in this matter is taken by RESSOURCES based on both the opinion of the International Committee and the certificate issued by the certifying body.

The International Committee is composed of one representative of each national plenaries as well as one or two RESSOURCES representatives

It meets at least twice a year.

RESSOURCES convenes the meetings.

The convocations and the agenda are sent by email, at least 15 days before the date fixed for the meeting

The International Committee decides by a three-quarters majority and by secret ballot on the modifications to the Charter and the technical specifications, as

well as on the proposals for certification granting.
Simple majority makes other decisions.

The International Committee can only make a valid decision if it has a quorum of 50%. If the quorum is not reached, a new meeting is convened at least 15 days after the first and validly decides without any quorum attendance.

Notwithstanding the above and only regarding the decisions for national communication campaigns: the decisions of the International Committee may be taken by e-mail if at least 50% of the voters expressed their opinion.

Confidentiality:

For the duration of this agreement and until the end of a period of 1 year after the end of this agreement, the parties undertake to consider as confidential and therefore not to communicate, any information to which they could have access in the context of the agreement execution.

They also undertake to strictly enforce this obligation by their respective staff and agents as well as by their potential subcontractors.

Duration and termination of the agreement:

This agreement is concluded for an indefinite period and for a minimum period of 3 years.

After three years, the parties are free to terminate this agreement upon notification. The notification procedure is a written notification by registered mail, a notice period of 3 months beginning on the first day of the month following its dispatch.

However, if the MEMBER COMPANY does not comply with its obligations, and in particular if the certifying body does not issue a positive certificate after the inspection that takes place following a first negative certificate RESSOURCES may terminate this agreement immediately.

In this case, it notifies the cancellation by registered mail to the MEMBER COMPANY.

The MEMBER COMPANY must pay the full amount due and defined in the agreement.

Modification of the agreement:

This Agreement and its Appendices may be amended with the agreement of both parties. The amendments will then be the subject of an addendum to the original agreement. Any amendment to this agreement requires a written and signed record proving the mutual agreement of both parties.

Dispute:

All disputes relating to this agreement are the exclusive jurisdiction of the courts of the Namur judicial district.

Appendices :

The appendices are an integral part of this Agreement

Appendix 1. Solid'R Charter

Appendix 2. Table of Evidence.

Appendix 3. Solid'R logo

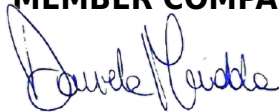
Appendix 4. Companies Size Criteria

Appendix 5. Forum Ethibel Price List

Appendix 6. Solid'R agreement in French

Done in Namur, in two copies, the 14/04/2021

For MEMBER COMPANY



Cooperativa Impresa Sociale Ruah
Sede legale: Via Cavazzani, 3 24125 Bergamo
Sede operativa: Via San Bernardino, 77 24126 Bergamo
C.F. / P. I.V.A.: 03549340168
Tel. 035 4592546 fax 035330394

For RESSOURCES

Jean-Marc Caudron





Appendix 1
Solid'R Charter



1. The primacy of people and social objective over capital

1.1. Social goals are defined and ways to reach them are evaluated at least once a year (in the activity/management report)

1.2. Limitation of return on capital to a dividend of max. 6%

1.3. In case of commercial companies' shares transfer, their revaluation in relation to the nominal value may not exceed the rate of the European consumer price inflation

1.4. In the event of cessation of activity, the net assets may not be distributed among the partners in any case, but must be transferred to a social economy based company

2. Managerial Autonomy

One or more public or capital / private sector partners cannot hold the majority of the shares or votes, at the General Meeting

3. Assignment of the majority of surpluses to the achievement of objectives that promotes sustainable development and serves benefits to members and the general interest

3.1. Surplus assignment in priority to the reserve or equity funds, investments for the maintenance of the production tool and the improvement of working conditions, and support of social goals

3.2. No gross remuneration (statutory and extra-legal benefits included) greater than 5 times the structure lowest salary

4. On the one hand, conciliation of the members and users' interests, and on the other hand, the general interest

Compliance with the social, tax and environmental legislation

5. Voluntary -based and open-based membership

No restrictions may be applied to the admission of a partner, worker or staff member for political, philosophical or religious reasons

6. Democratic control by its members (with the exception of foundations lacking such democratic control)

6.1. No physical person can hold more than 50% of the capital

6.2. The rule "one person, one vote" or by limiting the electing power to 5% is the rule applied for the General Meeting decisions

6.3. The workers are represented at the general meeting or are invited to become members

6.4. The workers are regularly informed and consulted on the organization's results and on its strategic choices

6.5. The workers have the opportunity to attend training courses in their interest and in the interest of their organization

7. Defence and application of solidarity and responsibility principles

Each member cannot put in place any strategy that could harm the activity of another member. It is mandatory to consult with the other members

8. Transparency and communication on the annual accounts / financial statements

8.1. Keep regular accounts / financial statements and prepare the statutory annual accounts: Presentation of annual accounts including the balance sheets as well as profit and loss

8.2. Transparency concerning the means used (provenance and allocation): The quantity of resources used as well as their origin (s) and their assignment (s) according to specific objectives must be able to be determined in financial reports, completed if necessary with comments

8.3. Transparent communication and accounts accessible for donors:

- Provide donors with accounts and comments or inform them of how to access this information
- The information given to donors must reflect reality and make it possible to know both the sources and the allocation of resources
- The activity report must specify how this information is disseminated

Example: public comments via publication in the organization's magazine, mailing to donors or invitation of donors to an information meeting

9. Being a honest organisation and with moral integrity

To guard against fraud and malfeasance, and to ensure that the structure is honest



Appendix 2
Table of evidence



						A Evidence	B Evidence	C evidence	D Evidence	E Evidence	F Evidence
SOLID'R international Title		Indicators		Combination of evidence		Reference texts (statutes, charter, Internal Rulebook, etc.)	Official notice/ documents made / given per the public authority (registrations, permits, approval, etc.)	Minutes (General Meeting, Board of Managers, meetings with workers, etc.) + Organizational Chart	Communication tools (website, social networks, letters to members and workers, newsletter, press release, invitations, activity report, etc.)	Accounting and administrative documents (balance sheet, income/financial statement, invoices, payslips, employment contracts, collective agreements, etc.)	Organization Chart + solemn declaration + Others
Commitment 1	The primacy of the people and the corporate purpose over the capital	1.1	The social goals are defined and the way of meeting them is evaluated at least once a year (activity or management report)	A, B and D mandatorities	STATUTES + Charter (if existing)	Insertion certificate or other national / regional approval		ACTIVITY REPORT			
		1.2	Limitation of the return on capital to a dividend of max.6%	A and E mandatorities	STATUTES + Internal Rulebook (if applicable)				Balance sheet (annual accounts) + financial report + auditor's report (if applicable)		
		1.3	In case of commercial companies shares transfer, their revaluation in relation to the nominal value may not exceed the rate of inflation of the European consumer price.	A, C, and E mandatory	STATUTES		In case of transfer, signed minutes (s) acting it		Balance sheet (annual accounts) + financial report + auditor's report (if applicable)		
		1.4	In the event of cessation of activity, the net assets may not be distributed among the partners in any case, but must be transferred to a social economy company.	A and E mandatorities	STATUTES				Balance sheet (annual accounts) + financial report + auditor's report (if applicable)		
Commitment 2	Managerial Autonomy	2.1	The majority of the shares or votes, at the general meeting, can not be held by one or more public or capital / private sector partners	A and F mandatorities	STATUTES					The inventory / register of the associated members and list of the nominal votes,	
Commitment 3	Assignment of the majority of surpluses to the achievement of objectives that promote sustainable development and serve benefits to members and the general interest	3.1	Surplus Assignment in priority to the reserve or equity funds, investments for the maintenance of the production tool and the improvement of working conditions, and support of social goals	A, D and E mandatorities, C as further evidence if existing	STATUTES		Minutes (or reports) giving and proving explanations on surplus allocation	ACTIVITY REPORT	Balance sheet (annual accounts) + financial report + auditor's report (if applicable)		
		3.2	No gross remuneration (statutory and extra-legal benefits included) greater than 5 times the structure lowest salary	E and F mandatorities	Code of Conduct if existing				Provide the highest salary pay slip and the lowest pay slip	Calculation of the ratio to be certified by the Human Resources Responsible and / or the social secretary + ORGANIZATION CHART and job classification systems, including the	

	SOLID'R international Title	Indicators	Combination of evidence	A Evidence	B Evidence	C evidence	D Evidence	E Evidence	F Evidence
				Reference texts (statutes, charter, Internal Rulebook, etc.)	Official notice/ documents made / given per the public authority (registrations, permits, approval, etc.)	Minutes (General Meeting, Board of Managers, meetings with workers, etc.) + Organizational Chart	Communication tools (website, social networks, letters to members and workers, newsletter, press release, invitations, activity report, etc.)	Accounting and administrative documents (balance sheet, income/financial statement, invoices, payslips, employment contracts, collective agreements, etc.)	Organization Chart + solemn declaration + Others
Commitment 4	Conciliation of the interests of the members and the users, on the one hand, and the general interest, on the other hand	4.1 compliance with the social, tax and environmental legislation	B and F mandatorys		Environmental - Operating Authorizations / Certificate of Absence of Tax and Social Security Liabilities				Declaration signed by the Manager or legal representative of no breach of environmental legislation
Commitment 5	Voluntary -based and open-based membership	5.1 No restrictions may be applied to the admission of a partner, worker or staff member for political, philosophical or religious reasons	A, D and E mandatorys, C as further evidence if	ES and/or Internal R			Invitation and letters to workers to join the General Meeting		Declaration of non-discrimination
Commitment 6	Democratic control by its members (with the exception of foundations that lack such democratic control)	6.1 no physical person can hold more than 50% of the capital	A, E, and F mandatorys	STATUTES				Financial statement and annual accounts	The inventory / register of the associated members and list of the registered votes, identification of their mandates and country of origin, signed by the president or the manager + Indication of
		6.2 the general meeting decisions are taken according to the rule "one person, one vote" or by limiting the votive power to 5%	A, C, F mandatorys	STATUTES and/or other Reference Text (Internal Rulebook)		Minutes of the places of discussion and decision			Vote indication procedure or Internal Rulebook
		6.3 the workers are represented at the general meeting or are invited to be a member	A and D mandatorys	STATUTES and Internal Rulebook,			Invitation and letters to workers to join		
		6.4 workers are regularly informed and consulted on the results of the organization and its strategic choices.	D and F mandatorys				Support		Provide an explanatory on the information of Declarative and
		6.5 workers have the opportunity to attend trainingcourses in their interest and in the interest of their organization	F mandatory. A, C,D and E as further evidences	STATUTES and Reference text (if existing)		Minutes / documents proving good achievements	ACTIVITY REPORT	l report/balance (if applica	explanatory on the hours of training courses
Commitment 7	Defense and application of solidarity and responsibility principles	7.1 Chaque adhérent est tenu de ne pas mettre en place de stratégie risquant de nuire à l'activité d'un autre adhérent. Il est tenu de se concerter avec les autres adhérents concernés	Moral principle to respect - act on complaint	Charter (if existing)					Declaration + Code of Conduct (if existing)

						A Evidence	B Evidence	C evidence	D Evidence	E Evidence	F Evidence
	SOLID'R international Title		Indicators	Combination of evidence	Justifications additionnelles à donner par l'opérateur	Reference texts (statutes, charter, Internal Rulebook, etc.)	Official notice/ documents made / given per the public authority (registrations, permits, approval, etc.)	Minutes (General Meeting, Board of Managers, meetings with workers, etc) + Organizational Chart	Communication tools (website, social networks, letters to members and workers, newsletter, press release, invitations, activity report, etc.)	Accounting and administrative documents (balance sheet, income/financial statement, invoices, payslips, employment contracts, collective agreements, etc.)	Organization Chart + solemn declaration + Others
Commitment 8	Transparency and communication on the annual accounts / financial statements	8.1	Keep regular accounts / financial statements and prepare the statutory annual accounts: Presentation of annual accounts including balance sheets as well as profit and loss	E mandatory						Financial balance sheets	
		8.2	Transparency concerning the means used (provenance and allocation): The quantity of resources used as well as their origin (s) and their assignment (s) according to specific objectives, must be able to be determined in financial reports, completed if necessary with comments.	D mandatory, F as further evidence						Financial reports + financial reports + social report (if applicable)	
		8.3	Transparent communication and accounts accessible for donors. <ul style="list-style-type: none"> • Provide donors with accounts and comments or inform them of how this information is accessible. • The information given to donors must reflect reality and make it possible to know both the sources and the allocation of resources. The activity report must specify how this information is disseminated. Example: public comments via publication in the organization's magazine, mailing to donors or invitation of donors to an	D mandatory, F as further evidence				Activity report, Specific communication support and / or website, any other element showing the link with the donor, or the management of donations	Label or certificate or code of conduct ensuring ethical and transparent use / management of donations		
Commitment 9	being a honest and with moral integrity	9.1	To guard against fraud and malfeasance, and to make sure that the structure is honest.	B mandatory		Criminal record of the legal person					



**Appendix 3
Solid'R logo**







Appendix 4
Companies size
criteria



Definition and delimitation of categories

Category	Full Time Equivalent	Balance sheet total
Micro	< 10 FTE	≤ € 2 millions
Small	< 50 FTE	≤ € 10 millions
Medium	< 250 FTE	≤ € 43 millions
Large	> 250 FTE	> 43 millions

To move from one category to another, one of the thresholds must be exceeded.

Source :

- European Commission – [Eurostat](#)¹
- European Commission – [Growth/Entrepreneurship and SMEs](#)²

¹ http://ec.europa.eu/eurostat/web/structural-business-statistics/structural-business-statistics/sme?p_p_id=NavTreeportletprod_WAR_NavTreeportletprod_INSTANCE_vxIB58HY09rg&p_p_life_cycle=0&p_p_state=normal&p_p_mode=view&p_p_col_id=column-2&p_p_col_pos=1&p_p_col_count=4

² http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_fr



Appendix 5
Forum Ethibel price list





Appendix 6
Solid'R agreement in French



Convention Solid'R

ENTRE :

RESSOURCES ASBL dont le siège social est situé à 5000 Namur, rue Nanon, 98.

Représentée par :

~~Mde/Mr, CAUDRON Jean-Marc~~ ~~administrateur/trice~~ Directeur
~~Mde/Mr,~~ ~~administrateur/trice~~

Ci-après dénommée RESSOURCES

ET :

COOPERATIVA IMPRESA SOCIALE RUAH S.C.S.

dont le siège social est situé à BERGAMO VIA GAVAZZENI 3

Représenté par : M.ME DANIELA MERIDDA

Ci-après dénommée l'ENTREPRISE ADHERENTE

IL EST EXPOSE CE QUI SUIT :

RESSOURCES est la fédération des entreprises d'économie sociale actives dans la réduction des déchets par la récupération, la réutilisation et la valorisation des ressources en Région Wallonne et en Région de Bruxelles-Capitale.

Elle est titulaire de la marque collective Solid'R dont le but est d'informer que son bénéficiaire est une entreprise d'économie sociale active dans le recyclage et le réemploi, titulaire du label éthique et technique Solid'R tel que défini par la Charte Solid'R et dont le respect est garanti par une procédure de certification ainsi qu'un contrôle annuel.

La présente convention fixe les règles de fonctionnement entre RESSOURCES et les entreprises qui souhaitent adhérer au label Solid'R et faire usage de la marque Solid'R.

LES PARTIES CONVIENNENT :

Que l'attribution du label Solid'R et l'usage de la marque sont soumis aux règles suivantes.

Que l'octroi de la certification est une condition préalable à tout usage de la marque Solid'R.

L'ENTREPRISE ADHERENTE s'engage à :

- Respecter les règles éthiques et solidaires énoncées par la Charte Solid'R (Annexe 1).

- Constituer le dossier de demande d'attribution du label et l'adresser à RESSOURCES dans les délais.
- Effectuer le paiement de la redevance annuelle due à RESSOURCES.
- S'acquitter des frais réclamés par l'organisme certificateur pour ses interventions (Audit de certification, contrôle annuel, contrôle de la mise en place des mesures correctrices demandées, audit physique tous les 3 ans pour les entreprises concernées)
- Désigner LE DELEGUE, à savoir, la personne qui au sein de son entreprise sera responsable de la mise en œuvre de la convention et personne de contact dans le cadre de celle-ci.
- Veiller à maintenir cette information à jour et transmettre toute modification à RESSOURCES dans les meilleurs délais.
- Participer aux réunions plénières nationales qui sont organisées au minimum deux fois par an, afin de mener à bien l'ensemble des actions à prendre pour assurer le bon fonctionnement et la notoriété du label.
- Participer activement aux campagnes de communication qui auront été décidées par la plénière nationale dont il est membre et préalablement validées par le Comité international.
- Faire usage du logo Solid'R fournit par RESSOURCES (ANNEXE 3).
- Communiquer sur la labellisation sur son site web y insérer le label Solid'R et un texte de présentation et/ou un lien vers le site web dédié www.solid-r.be.
- Insérer le logo Solid'R sur tous ses points de collecte : bulles et points de collecte en boutiques de seconde main.
- Toujours obtenir une autorisation écrite et préalable de RESSOURCES pour tout nouvel usage de la marque Solid'R (campagne de publicité, publications, flyers...).
- Mettre fin à tout usage de la marque en cas de rupture de la convention ou retrait de la certification.

L'ENTREPRISE ADHERENTE est invitée à :

- Faire figurer le label sur tous les supports de l'entreprise (folder, stand, rapport d'activités ou lors de collectes ponctuelles événementielles ...) et campagnes de communication vers le grand public ou vers ses partenaires.
- A faire le relais sur tous ses supports de communication des actions mises en place ou coordonnées par la plénière nationales dans le cadre de la promotion du label (site web, newsletter, médias sociaux, affichages...) et selon le planning défini.
- Participer activement aux actions mises en place ou coordonnées par la plénière nationale dans le cadre de campagnes de communication Solid'R.
- Communiquer des informations relatives aux développements ou évènements de son entreprise afin que RESSOURCES puisse en faire le relais via ses supports de communication.

RESSOURCES s'engage à:

- Assurer la coordination des différents acteurs (entreprises adhérentes, Comité international, Plénières nationales, Organisme certificateur, ...).

RESSOURCES se réserve le droit de mandater une entreprise tierce pour assurer certaines de ces obligations, en particulier hors du territoire belge. Elle supervisera cependant l'ensemble des acteurs.

- Veiller en tant que titulaire de la marque Solid'R au bon usage de celle-ci ainsi qu'à sa défense.
- Assurer le suivi des procédures de certification, de contrôle annuel et de contrôle sur plainte.
- Attribuer ou retirer la certification sur base de l'avis du Comité international et du certificat délivré par l'organisme de contrôle.
- Calculer le montant de la redevance annuelle (indexation), établir et envoyer les factures, relatives à cette redevance annuelle, aux entreprises.

Procédure de certification Solid'R de L'ENTREPRISE ADHERENTE

L'ENTREPRISE ADHERENTE constitue le dossier de demande de certification, sur base du Tableau des preuves (ANNEXE 2) -onglet 1^{ère} certification, et le fait parvenir à RESSOURCES.

Toute demande de certification doit parvenir à RESSOURCES, au plus tard, le 15 août de l'année.

RESSOURCES examine le dossier, s'assure de sa complétude et l'adresse à l'organisme certificateur.

Celui-ci prend contact avec l'ENTREPRISE ADHERENTE et organise un audit in situ qui est nécessaire lors de la première certification et aura lieu ensuite tous les 3 ans, pour les moyennes et grandes entreprises uniquement (Annexe 4).

L'organisme certificateur rédige un certificat positif ou négatif qu'il transmet à RESSOURCES.

Si le certificat est négatif, l'ENTREPRISE ADHERENTE est invitée à mettre en place des mesures correctrices et dispose d'un délai de 3 mois pour se faire. Au terme de ce délai l'Organisme certificateur opère les vérifications nécessaires et rédige un nouveau certificat qu'il transmet à RESSOURCES.

Le Comité international examine les certificats et remet un avis.

La décision d'accorder la certification est prise par RESSOURCES sur base de l'avis du Comité international et du certificat émis par l'organisme de contrôle.

Lorsque le label est attribué à l'entreprise ainsi que l'autorisation de faire usage de la marque dans les limites et conditions définies par le règlement d'usage, l'entreprise fait en outre partie de la plénière nationale des entreprises adhérentes.

RESSOURCES communique la décision à L'ENTREPRISE ADHERENTE par écrit. En cas de décision défavorable, la convention entre RESSOURCES et l'ENTREPRISE ADHERENTE est résiliée de plein droit.

RESSOURCES notifie sa décision à L'ENTREPRISE ADHERENTE par envoi recommandé.

Contrôle annuel des entreprises labellisées

L'ENTREPRISE ADHERENTE envoie, chaque année, au plus tard le 15 août, l'ensemble des documents requis par le Tableau des preuves (Annexe 2).

RESSOURCES examine le dossier, s'assure de sa complétude et l'adresse à l'organisme certificateur.

Celui-ci peut demander des documents ou précisions complémentaires et organise, s'il y a lieu, un audit in situ (tous les 3 ans pour les moyennes et grandes entreprises (Annexe 4)).

Sur base de ces éléments l'organisme certificateur émet un certificat positif ou négatif, qu'il transmet à RESSOURCES ainsi qu'à L'ENTREPRISE ADHERENTE.

S'il est positif l'entreprise continue à bénéficier du label ainsi que de l'usage de la marque.

S'il est négatif. L'ENTREPRISE ADHERENTE dispose d'un délai de trois mois pour se mettre en conformité. Au terme de ce délai, l'organisme certificateur contrôle, à nouveau, les critères sur lesquels une mise en conformité était nécessaire, à la suite de ce contrôle il émet un nouveau certificat qu'il transmet à RESSOURCES ainsi qu'à L'ENTREPRISE ADHERENTE.

S'il est positif l'entreprise continue à bénéficier du label ainsi que de l'usage de la marque.

S'il est à nouveau négatif, L'ENTREPRISE ADHERENTE perd le label ainsi que la possibilité de faire usage de la marque, la convention est résiliée.

Contrôle sur plainte

L'ENTREPRISE ADHERENTE est informée qu'un contrôle pourra être effectué à tout moment par l'organisme de contrôle sur base d'une plainte.

La plainte doit être adressée par écrit à RESSOURCES par au moins un quart des entreprises adhérentes.

RESSOURCES et l'organisme de contrôle déterminent de commun accord quelles vérifications sont nécessaires.

L'ensemble des plaignants supportera le coût de ce contrôle, y compris celui du réviseur d'entreprise ou autre spécialiste externe auquel il aura été estimé qu'il est nécessaire de recourir pour obtenir un avis impartial de qualité.

L'organisme de contrôle transmet un rapport complet à RESSOURCES.

RESSOURCES consulte le comité international qui remet un avis.

RESSOURCES prend la décision de maintenir ou retirer le label et en informe l'ENTREPRISE ADHERENTE.

Retrait du label

Quand une décision de retrait du label est prise, RESSOURCES notifie cette décision à l'entreprise concernée par lettre recommandée. L'entreprise qui se voit notifier cette décision perd immédiatement tout droit de faire usage de la marque Solid'R sous quelle que forme que ce soit. Elle dispose d'un délai de 30 jours à dater de la notification pour mettre fin à tout usage de la marque sous

quelle que forme que ce soit, tous type de supports, toute implantation, matériel roulant ou de collecte, flyers, imprimés, vêtements de travail, ... Tout usage qui subsisterait au-delà du délai de 30 jours donnera lieu, de plein droit et sans aucune reconnaissance préjudiciable, à une indemnité forfaitaire de 100€ par jour de retard et par infraction constatée.

DELEGUE de L'ENTREPRISE ADHERENTE

Mr/Mme : MR TIZIANO BETTONI

Adresse : BERGAMO VIA CAVALIERI DI VITTORIO VENETO 14

Tél : +39/3396156769

Gsm : tiziano.bettoni@cooperativaruah.it

Mail :

Toute modification, de tout ou partie, des informations relatives au DELEGUE doit être communiquée à RESSOURCES dès que possible à partir de sa survenance.

Redevance annuelle

L'ENTREPRISE ADHERENTE est tenue de s'acquitter envers RESSOURCES du paiement d'une redevance annuelle forfaitaire.

Le montant de la redevance s'élève à :

150€ par an pour les micro et petites entreprises

1000€ par an pour les moyennes et grosses entreprises

Les critères de distinction se trouvent dans l'ANNEXE 4.

Les montants des cotisations sont indexés chaque année sur base de l'indice santé (base 1996). L'indice de départ est celui du mois de janvier 2017 (143,79). RESSOURCES établit et adresse la facture à l'ENTREPRISE ADHERENTE pour au cours du mois de février de chaque année.

L'ENTREPRISE ADHERENTE doit effectuer le paiement de la redevance annuelle pour le 31 mars de l'année, au plus tard.

En cas de dépassement de ce délai, RESSOURCES pourra exiger de plein droit le paiement d'intérêts de retard au taux de 1% par mois, ainsi que, d'une indemnité forfaitaire d'un montant de 50€ pour chaque courrier de rappel adressé à l'ENTREPRISE ADHERENTE défaillante.

Plénières nationales

Les Plénières nationales sont composées de l'ensemble des représentants (DELEGUES) des ENTREPRISES ADHERENTES dont le siège social est situé sur le territoire d'un état ainsi qu'éventuellement un représentant de RESSOURCES. Elles se réunissent deux fois par an.

RESSOURCES, ou son mandataire, convoque les réunions.

Les convocations et l'ordre du jour sont adressées par mail, au moins 15 jours avant la date fixée pour la réunion.

Un procès-verbal de chaque réunion est établi et transmis à RESSOURCES.

Les plénières nationales mettent sur pied, chaque année, au minimum une action de communication sur le label. Il leur appartient à cette fin de trouver les moyens financiers nécessaires.

Chaque proposition d'action est soumise pour accord au Comité international qui valide ou non l'action.

Aucune action ne peut être mise en œuvre sans l'accord, express et préalable du Comité international.

Il appartient à RESSOURCES, soit directement, soit via son mandataire, de notifier les décisions du Comité international aux Plénières nationales. Chaque Plénière nationale désigne, en son sein, un représentant pour siéger au Comité international. Dès la désignation acquise elle transmet les coordonnées complète de la personne désignée à RESSOURCES.

Comité international

Décide des modifications à la Charte et au cahier des charges.

Propose des actions de communications internationale.

Est garant de la cohérence de la communication externe au niveau national et international. Dans ce cadre, il examine toutes les propositions d'action de communication proposées par les Plénières nationales et décide de valider, ou non ces propositions.

Il émet également des propositions sur l'attribution des certifications sur base des certificats rédigés par l'organisme certificateur. La décision finale en la matière est prise par RESSOURCES sur base à la fois de l'avis du Comité international et du certificat délivré par l'organisme de contrôle.

Le Comité international est composé d'un représentant pour chacune des différentes plénières nationales ainsi que d'un ou deux représentants de RESSOURCES.

Il se réunit au moins deux fois par an.

RESSOURCES convoque les réunions.

Les convocations et l'ordre du jour sont adressées par mail, au moins un mois avant la date fixée pour la réunion.

Le Comité international statue à la majorité des trois-quarts et par vote secret sur les modifications à la Charte et au cahier des charges, ainsi que sur les propositions d'octroi de certification.

Les autres décisions sont prises à la majorité simple.

Le Comité international ne peut statuer valablement qu'à la condition de réunir un quorum de présence de 50%. Si le quorum n'est pas atteint, une nouvelle réunion est convoquée au minimum 15 jours après la première et statue valablement sans qu'aucun quorum de présence ne soit requis. Par dérogation au quorum de présence prévu ci-dessus et en ce qui concerne les décisions de validation des campagnes de communication nationales uniquement, les décisions du Comité international peuvent se prendre par mail à condition de réunir au moins 50% de votants.

Confidentialité :

Pendant la durée de la présente convention et jusqu'à l'issue d'une période de 1 an après la fin de celle-ci, les parties s'engagent à considérer comme confidentielles et dès lors à ne pas communiquer, les informations de toute nature auxquelles elles pourraient avoir accès dans le cadre de l'exécution des présentes.

Elles s'engagent également à faire respecter strictement cette obligation par leur personnel et agents respectifs de même que par leurs sous-traitants éventuels.

Durée et résiliation de la convention :

La présente convention est conclue à durée indéterminée et pour une durée minimale de 3 ans.

Après trois ans, les parties sont libres de mettre fin à la présente convention

moyennant la notification, par envoi recommandé, d'un préavis d'une durée de 3 mois prenant cours le 1^{er} jour du mois qui suit son envoi.

Cependant, si L'ENTREPRISE ADHERENTE ne respecte pas ses obligations, et notamment si l'organisme certificateur ne remet pas un certificat positif après le contrôle qui intervient suite à un premier certificat négatif RESSOURCES pourra mettre fin sans délai à la présente convention.

Dans ce cas elle notifie la résiliation par envoi recommandé à L'ENTREPRISE ADHERENTE.

L'ENTREPRISE ADHERENTE reste bien entendu tenue au paiement de l'intégralité des sommes dues sur base de la convention en principal et intérêts.

Modification de la convention :

La présente convention et ses annexes peuvent être modifiées sous réserve de l'accord des deux parties. Les modifications feront alors l'objet d'un avenant annexé à la convention initiale. Tout avenant à la présente convention requiert une trace écrite et signée prouvant l'accord mutuel des deux parties.

Litiges :

Tous litiges relatifs à la présente convention sont de la compétence exclusive des tribunaux de l'arrondissement judiciaire de Namur.

Annexes :

Les annexes font partie intégrante de la présente convention

Annexe 1. Charte Solid'R

Annexe 2. Tableau des preuves

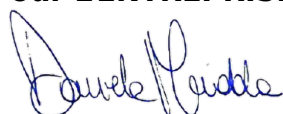
Annexe 3. Logo Solid'R

Annexe 4. Les critères de taille des entreprises

Annexe 5. Tarifs en Europe Solid'R : Rémunération Forum Ethibel

Fait à Namur, en deux exemplaires, le 14/04/2021

Pour L'ENTREPRISE ADHERENTE



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Pour RESSOURCES

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