



Association Internationale de la Savonnerie, de la Détergence et des Produits d'Entretien
International Association for Soaps, Detergents and Maintenance Products

LETTER OF COMMITMENT FOR CAMPAIGN PARTNERS: SPONSORS AND SUPPLIERS

A.I.S.E. "KEEP CAPS FROM KIDS" Campaign

A COMMITMENT by _____

(the "Company") with a principal place of business at _____

_____ ("Headquarters' Address") to the "Keep Caps From Kids Campaign" (the "Project") of **A.I.S.E.**, the "Association Internationale de la Savonnerie, de la Détergence et des Produits d'Entretien asbl", **VAT Number BE 0538 183 615**, with its legal seat at Boulevard du Souverain 165, 1160 Brussels, Belgium ("A.I.S.E."), dated _____, ____.

WHEREAS

A.I.S.E. has engaged into promoting communication on safe use and storage of liquid laundry detergent capsules to consumers;

In July 2014 A.I.S.E. has launched a voluntary industry initiative in the field of communication on safe use and storage of liquid laundry detergent capsules, the "Keep Caps From Kids" communication campaign ("the Project"); the Project was due to end on 31 July 2015 but it was extended until 31 July 2016;

The Project builds on a previous voluntary industry initiative, the "A.I.S.E. Product Stewardship Programme for Liquid Laundry Detergent Capsules";

The *Project* is a consumer communication campaign aiming at securing the safe use and storage of liquid laundry detergents capsules by parents and children carers. This campaign should ultimately help significantly reduce the incidence of accidental exposure, in particular of small children, to these products;

For the purpose of the *Project* A.I.S.E. has developed a set of communication materials to be used by the participants to the *Project* according to specific conditions of use (the "Toolkit"); A.I.S.E. warrants that it has obtained all the necessary permissions of use for the materials of

the *Toolkit*;

The *Project* is led by A.I.S.E. through producers of liquid laundry detergent capsules but involves related partners and other external stakeholders to deploy it, including, but not limited thereto, retailers, suppliers, institutional organisations;

Companies manufacturing liquid laundry detergent capsules (either own brand or for private label companies) are the main supporters of the *Project* in consideration of their activity; they are entitled to participate in the *Project* in the participants' category "Campaign Partners/Sponsors" ("*Campaign Partners/Sponsors*");

Retail companies selling/placing liquid laundry detergent capsules on the market are entitled to participate in the *Project* in the participants' category "Campaign Partners/Retailers" ("*Campaign Partners/ Retailers*");

Companies from "business to business" industries with an established link or an interest in liquid laundry gel capsules such as suppliers are entitled to participate in the project in the participants' category "Campaign Partners/Suppliers" ("*Campaign Partners/Suppliers*");

Organisations such as consumers or environmental NGOs, academia or National Authorities (e.g. consumer NGOs, Ministry of Health, Poison Control Centers, Pediatrician Associations) with a link or an interest in liquid laundry gel capsules are entitled to support the project in the participants' category "Campaign Partner/Institutional Organisations" ("*Campaign Partner/Institutional Organisations*");

Companies wishing to participate in the *Project* as *Campaign Partners/Sponsors* or *Campaign Partners/Retailers* should adhere and implement safety principles with regard to Liquid Laundry Detergent Capsules such as those included in the A.I.S.E. Product Stewardship Programme for Liquid Detergent Capsules;

A.I.S.E. monitors progress throughout the initiative and will publish a "Close-out Report" at the end of the initiative to present the achievements of the *Project* ("*Close-out Report*");

Further details on the principles and the aims of the *Project* are set out in the "*Project Description*" document, which is annexed to this document in Annex 2 ("*Project Description*");

The *Project* officially opened on 1 July 2014 and will last until 31 July 2016 ("*Term*"). The details of the *Project's* timeline can be found in point 4 of the *Project Description*.

The *Project* is intended to run in the European Union and the European Free Trade Association (EFTA) countries (Iceland, Liechtenstein, Norway, Switzerland), (the "*Territory*");

The *Company* has applied to A.I.S.E. to be recognised as a participant in the *Project* in the category *Campaign Partners/Sponsors* or *Campaign Partner/Suppliers* as declared in Annex 1.1 and has agreed to make the commitments set out below;

A.I.S.E. is satisfied that the *Company* meets the eligibility criteria of the *Project* for the chosen partnership category at the time of commitment, within the *Territory*, whether or not the *Company* is a member of A.I.S.E. or of any A.I.S.E.'s National Association members.

By "*liquid laundry detergent capsules*" it shall be understood any liquid laundry detergent product contained in a water soluble wrapper. This includes auxiliary washing products.

The *Company* HEREBY COMMITS to the *Project* ("*Commitment*").

WHEREBY the *Company* shall:

- Participate in the financing of the *Toolkit* (which is described in point 2.4 of the *Project Description*) according to the rules set in Annex 1. 3 "*Financial contribution*";
- Participate in the amplification of the "*Basic Package*" of the *Toolkit* which is defined in 2.5.1 of the *Project Description*, during the activation period and at own costs, in accordance with Appendix II of the *Project Description*. Amplification shall take place in countries where *Company* has a market/consumer reach out, which the *Company* shall indicate by filling in the table in Annex 1.4 ("*Nominated Countries*").
- Indicate if the *Company* will financially support and/or participate in the media campaign by filling in the table in Annex 1. 2.2 and 1.3. "*Financial contribution*" to be indicated in Annex 1.3 shall follow the principles established in point 5 of the *Project Description*.
- Participate in the *Project* and use the communication material in good faith so as not to bring them into disrepute;
- Grant *A.I.S.E.* and/or its National Association members the right to use the *Company's* name and/or logo for the sole purpose of the *Project* and during its term at no cost. The *Company* warrants that it has all legal title necessary to validly consent to the use of its name and logo by *A.I.S.E.* and its National Association members for the purpose of the *Project*;
- Respond to requests for collection of data (in full confidentiality) made by *A.I.S.E.* with the aim to monitor progress achieved throughout the *Project* and help preparing the *Close-out report* at the end of the *Project*, as set in point 4 of the *Project Description*.

This *Commitment* shall remain in full force and effect until the end of the *Project* (31 July 2016). It may either be terminated:

- a. by the *Company* at any time serving not less than two (2) months' written notice upon *A.I.S.E.* of its withdrawing its subscription to the *Project* or
- b. by *A.I.S.E.* serving not less than two (2) months prior notice upon the *Company* following the *Company's* failure to meet the material requirements under the *Project* and/or this *Commitment*, or to comply with the Conditions of the Campaign, provided, however, that *A.I.S.E.* must inform the *Company* with written notice to the Headquarters' Address specifying the *Company's* material failure or material breach.

Termination may also be sought for the *Project* if the breach is not remedied, in the country where the breach has taken place and has not been remedied, or for the whole *Project*. For the *Company* it shall signify the obligation to stop the use of the *Toolkit* within two months from notification of termination by *A.I.S.E.*

A.I.S.E. reserves the right to stop the *Project* at any time where it is deemed necessary and shall terminate this *Agreement* accordingly, with no financial compensation to be paid to the *Company*.

The commitments and rights, duties and responsibilities of the *Company* and *A.I.S.E.* under this agreement shall continue in full force and effect during any notice period.

If any provision or term of this *Agreement* or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this *Agreement* and shall be deemed to be deleted from this *Agreement* provided always that if such deletion substantially affects or alters the commercial basis of this *Agreement* the parties shall negotiate in good faith to amend and modify the provisions and terms of this *Agreement* as may be necessary or desirable in the circumstances.

Any *Company* dissatisfied with any decision made by *A.I.S.E.* in relation to *the Project* which may prejudice its interests, with the exclusion of decisions following which participation to the "*Project*" is not granted, may refer the matter to the *A.I.S.E.* Board who will render a decision, after considering the *Company's* representations.

If the *Company* wishes to challenge the decision rendered by the Board or an *A.I.S.E.*, it shall refer the matter to the Courts of Brussels, Belgium.

This Agreement shall be governed by and construed and enforced in accordance with the substantive law (without regard to conflicts of law provisions) of Belgium.

Signed by:

Signature:.....

Name:.....

Position:.....

For and on behalf of the *Company*

Please indicate name, position, telephone number and e-mail of a contact person for communication between *A.I.S.E.* and the *Company* throughout the project:

Contact person:

Telephone:

Email address:

For payments, Purchase Order and invoicing details:

Please note that if a Purchase Order is needed for the *Company*, please attach it to this Commitment Letter.

VAT Number:.....

Company's Invoicing
address:.....
.....
.....
.....

Partnership category/ financial participation/ communication packages/ Countries of participation of the Company

Company name:

Section 1. Partnership category

The *Company* will participate in the *Project* as a: ***[delete as appropriate]***

Campaign Partners/Sponsor OR Campaign Partners/Supplier

Section 2. Communication packages

The *Company* agrees to contribute to the following communication packages: ***[delete as appropriate]***

1 – basic package + amplification

Yes No

2 - media package

Yes No

Section 3. Financial participation

3.1. Financial participation for Campaign partners/Sponsors

Irrespective of market share, a minimum contribution (to be confirmed/paid to A.I.S.E. before December 1st 2015) of 5000 euros with no maximum amount is required to join the campaign.

Any additional funds collected as from July 2015 will be used to pursue the campaign, including ad hoc media activities, as appropriate, provided they are paid/confirmed to A.I.S.E. prior to December 1st 2015.

Optional: voluntary contribution to the media package. **Please indicate here below the amount which the *Company* wishes to contribute:**

.....

3.2. Financial participation for Campaign Partners/Suppliers

Minimum fee for *Campaign Partners/Suppliers*: 5.000€. **Please indicated here below the amount for which the *Company* wishes to contribute:**

.....

Section 4. Countries of participation (*"Nominated Countries"*)

The campaign is foreseen as a package to be run in all EU member states and EFTA countries. However the *Company* shall commit to implement the communication package(s) of its choice in the countries where it has a market presence and can reach consumers. These countries should be indicated by filling the table below.

#	Country	Is committing to the <i>Project</i> in the following countries: (Please tick the appropriate boxes)	Is committing to the <i>Project</i> for all EU countries	Is committing to the <i>Project</i> for all EU + EFTA countries
1	Austria			
2	Belgium			
3	Bulgaria			
4	Croatia			
5	Cyprus			
6	Czech Republic			
7	Denmark			
8	Estonia			
9	Finland			
10	France			
11	Germany			
12	Greece			
13	Hungary			
14	Iceland			
15	Ireland			
16	Italy			
17	Latvia			
18	Liechtenstein			
19	Lithuania			
20	Luxemburg			
21	Malta			
22	Norway			
23	Poland			
24	Portugal			
25	Romania			
26	Slovak Republic			
27	Slovenia			
28	Spain			
29	Sweden			
30	Switzerland			
31	The Netherlands			
32	United Kingdom			

Appendix 2
Project Description