

LETTER OF COMMITMENT FOR CORE CAMPAIGN LEADERS

A.I.S.E. “Low Temperature Washing Campaign”

A COMMITMENT by _____

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

_____ (“Headquarters’ Address”) to the “Low Temperature Washing Campaign” (the “Project”) of A.I.S.E., the “Association Internationale de la Savonnerie, de la Détergence et des Produits d’Entretien aisbl” with its legal seat at Boulevard du Souverain 165, 1160 Brussels, Belgium (“A.I.S.E.”), dated _____, _____.

WHEREAS

- A.I.S.E. is an Industry Association of, among others, manufacturers of detergents in Europe, and together with its National Association Members it has a long and successful track record of voluntary initiatives in the environmental and sustainability area;
- In that context A.I.S.E. together with its National Associations is extending an information campaign that aims to raise awareness of consumers on the environmental benefits of washing at low temperatures (such as 30°C), thereby decreasing the environmental burden of household laundry detergents. The campaign is entitled the “Low Temperature Washing Campaign” (the “Project”);
- 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 shall be led by A.I.S.E. through producers and distributors of household laundry detergents but shall involve related partners and other external stakeholders to deploy it, including, but not limited thereto, appliance manufacturers, textile companies;
- Companies placing household laundry detergents on the market will be the main supporters of the Project in consideration of their activity; they will be entitled to the participate in the Project in the participants’ category “Core Campaign Leaders” (“Core Campaign Leaders”);



- Companies from partner industries such as textile, appliance manufacturing, retailers, but excluding chemicals suppliers will be entitled to participate in the project in the participants' category "Gold Partners" ("*Gold Partners*");
- Companies from "Business to Business" industries that are related to the Detergent industry such as suppliers, but are not eligible as "*Core Campaign Leaders*", will be entitled to participate in the project in the participants' category "Corporate Supporters" ("*Corporate Supporters*");
- Organisations such as consumers or environmental NGOs, or national energy agencies will be entitled to support the project in the participants' category "*Institutional Partners*";
- A.I.S.E. will monitor progress throughout the initiative and will publish a "Close-out Report" at the end of the initiative to present the achievements of the Project;
- 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 Appendix 2 ("*Project Description*");
- The *Project* will officially open as of 2 November 2015 for *Core Campaign Leaders* and *Corporate Supporters*, and 10 December 2015 for others including, *Gold Partners* and *Institutional Partners*. Signing up to the *Project* for *Core Campaign Leaders* remains possible from 2 November 2015 until 1 December 2015. The *Project* will be activated as of 1 January 2016 when companies are allowed to start making public use of the *Toolkit*. The *Project* will last until 31 December 2016 ("*Term*"), after which the *Company* will only be allowed to exhaust stocks of communication material specifically produced for the *Project*. Additional information in the *Project's* schedule is laid down in point 4 of the *Project Description*;
- The *Project* is intended to run in Belgium, Denmark, France, Italy, Sweden and United Kingdom (the "*Territory*"); the final geographical scope of the *Territory* will be officially confirmed by A.I.S.E. on 10 December 2015 at latest on basis of the commitment made by *Core Campaign Leaders*;
- The *Company* has applied to A.I.S.E. to be recognised as a participant of the *Project* in the category *Core Campaign Leaders* and has agreed to make the commitments set out below;
- A.I.S.E. is satisfied that the *Company* manufactures and/or places on the market household laundry detergents (either branded or private label products) at the time of commitment, in the country(ies) of the *Territory* for which it wishes to commit, whether or not the *Company* is a member of A.I.S.E. or of any A.I.S.E.'s National Association members, and as such meets the eligibility requirements of the *Project*. By "*household laundry detergents*" it shall be understood any detergent product in any form intended for household laundry use, with the exception of auxiliary products (that are intended for soaking/pre-washing, rinsing or bleaching clothes and fabric) and fabric softeners (that are intended to modify the feel of fabrics in processes which are to complement the washing of fabric).

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

WHEREBY the *Company* shall:



- Participate in the implementation of the *Project* by deploying the communication material designed by A.I.S.E. and listed in Appendix 2 of the *Project Description*, in accordance with the Conditions of Use and the Design Guidelines laid down in Appendix 3 and 4 of the *Project Description* (“*Conditions of Use*”).
- Make optimal use of the *Toolkit*, during the activation period at own costs through its communication channels and according to its communication opportunities arising during the time window of the campaign. When producing the tools the *Company* should be aware that the final confirmation of the *Territory* will be given by A.I.S.E. by 10 December 2015 at latest; use of the *Toolkit* includes use of the Ambassadors’ messages which should be solely for the purpose of the *Project* and shall not be used to promote own brands.
- Participate in the *Project* and use the communication material in good faith so as not to bring them into disrepute;
- Select in which countries of the *Territory* to participate in the *Project* (“*Nominated Countries*”) and communicate it to A.I.S.E. by filling in the table of “*Countries of interest*” annexed in Appendix 1.
- Contribute to its fair share of costs related to the *Project* following the principles established in Section 6 and Appendix 6 of the *Project Description*. 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 7 of the *Project Description*.

This *Commitment* shall remain in full force and effect until the end of the *Project* life (31 December 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 Use, 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.

The following procedure shall be followed:

- As soon as A.I.S.E. becomes aware of an alleged infringement by the *Company*, it will write to the *Company* giving full particulars of the event that might constitute an infringement of the *Commitment* taken, including the time period to remedy the infringement. The *Company* shall reply in writing within twenty-eight (28) days.
- In the event that the *Company* agrees its behaviour does constitute an infringement of its *Commitment*, it shall remedy the breach within sixty (60) days (not including the twenty-eight (28) days indicated above) as requested by A.I.S.E. in the letter referred to above. This remedy may include a requirement to cease use of one or more elements of the *Toolkit* until the infringement has been remedied.
- If such failure/breach is cured by the *Company* within sixty (60) business days from receipt of such notice the termination by A.I.S.E. for the respective failure or breach shall be null and void.



- In the event that *A.I.S.E.* and the *Company* do not come to an agreement on the alleged infringement, *A.I.S.E.* will refer the matter to an independent verifier whose assessment will be definitive for the purpose of assessing the infringement.
- If the verification carried out shows proof of an infringement, *A.I.S.E.* reserves the right to charge the *Company* a fee covering the administrative expenses incurred by the *A.I.S.E.* for this verification up to ten thousand (10,000) Euros per country where one or more infringements are deemed to have taken place, payable within twenty-eight (28) days. Where the verifier confirms the infringement, the *Company* will be requested by *A.I.S.E.* to remedy the infringement within sixty (60) days. The remedy may include a requirement to cease use of the on-pack communication material on the infringing products until the infringement has been remedied.

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 campaign at any time where it is deemed necessary and shall terminate this *Agreement* accordingly, with no financial compensation to be paid to the *Company*. In particular *A.I.S.E.* will confirm the activation of the campaign in the second half of December 2015 based upon an assessment of the commitment received from *Core Campaign Leaders*.

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:

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Appendix 1

Countries of interest for the Company (“Nominated Countries”)**Company:**

Please tick the relevant boxes to indicate:

- The country/ies for which the *Company* commits to support financially the second wave of the *Project* in order to cover National Associations’ costs associated with the implementation of the *Project*. Please note that the contribution to the A.I.S.E. central *Project*’s budget is additional and mandatory.
- The selected options for deployment of the *Project* at *Company* level.
For reminder :
 - o **Option A** includes Core campaign support + activation of toolkit through brands websites communication channels (web/social media)
 - o **Option B** includes Option A + activation of toolkit through owned media/packaging and brands communication channels on a voluntary basis.

#	Country	Commitment (tick which option is retained for the countries)
1	Belgium <input type="checkbox"/>	Option A <input type="checkbox"/> Option B <input type="checkbox"/>
2	France <input type="checkbox"/>	Option A <input type="checkbox"/> Option B <input type="checkbox"/>
3	Italy <input type="checkbox"/>	Option A <input type="checkbox"/> Option B <input type="checkbox"/>
4	Sweden <input type="checkbox"/>	Option A <input type="checkbox"/> Option B <input type="checkbox"/>
5	Denmark <input type="checkbox"/>	Option A <input type="checkbox"/> Option B <input type="checkbox"/>
6	United Kingdom <input type="checkbox"/>	Option A <input type="checkbox"/> Option B <input type="checkbox"/>



Project description

