**Cooperation agreement**

**‘Waste management contribution for the recycling of mattresses’**

1. **The Parties**

Stichting Matras Recycling Nederland, with its registered office in (2012 JM) Haarlem and its principal place of business at Westerhoutpark 10, hereinafter referred to as ‘Stichting MRN’ - represented by Alberic Pater, chairman of Stichting MRN

and

[company name] with its registered office in [….] ………… and with its principal place of business at (address), hereinafter referred to as………………. - represented by ... [name and position]

Agree as follows:

**2. Introduction**

Stichting MRN wants to contribute to the circular economy by, among other things, initiating a voluntary extended producer responsibility for mattresses, providing sufficient recycling capacity, innovation for recycling technology and ECO design, while raising consumer awareness of the importance and possibility of recycling mattresses.

Stichting MRN represents the producers and importers of mattresses for consumers in the Netherlands. Stichting MRN has taken the initiative to shift the responsibility for the recycling of mattresses to a significant extent from the government to mattress producers and/or mattress importers.

Stichting MRN intends to realise a voluntary producer responsibility with the objective that by 2028, 75% of the total number of mattresses marketed for the Dutch consumer market will be recycled. To achieve this, a waste management contribution is necessary for producers and importers of mattresses for each mattress marketed for consumers to cover their share of the costs of producer responsibility.

To contribute to the objectives and to create a level playing field, the State Secretary for Infrastructure and Water Management has declared the ‘Agreement on the waste management contribution for the recycling of mattresses’ (hereinafter referred to as the ‘Agreement’) universally binding for producers and importers of mattresses from 1 January 2022 to 31 October 2026.

One general binding declaration of an ‘Agreement’ by the Minister of Infrastructure and Water Management entails that the ‘Agreement’ is given the status of formal legislation. This makes the obligations arising from the ‘Agreement’ applicable to all those who fall within the scope of the provisions of the agreement. In this case, it means that the UPV is mandatory for all producers/importers of mattresses for consumers in the Netherlands.

Enclosure: ‘Agreement on the waste management contribution for mattresses’ published in the Government Gazette no. 49806 of 17 December 2021. (<https://mrn.nl/app/uploads/2021/12/AVV-Overeenkomst-Matrassen.pdf>)

**3. ‘Agreement on the waste management contribution for the recycling of mattresses’**

The ‘Agreement’ of the Ministry of Infrastructure and Water Management forms the legal basis for setting up and maintaining an effective and cost-effective national waste management system for mattresses in the Netherlands and to realise a mandatory waste management contribution. The waste management contribution relates to all mattresses that are marketed in the Netherlands for the first time and that are intended for consumers. The waste management fee is levied on the producers and/or importers.

Stichting MRN sets an annual rate for the waste management contribution, taking into account the costs of the waste management system and the number of mattresses on which the waste management contribution is paid in the year in question. The waste management contribution per mattress for any year will determined no later than September of the previous year in order to give manufacturers and/or importers of mattresses sufficient time to process this in their systems and pricing for that year. The waste management contribution for 2022 has been set at € 2.60 per mattress, excluding VAT.

Stichting MRN can differentiate the amount of the waste management contribution annually on the basis of differences in costs and revenues in the recycling process (collection, transport, recycling, sale of recyclates), for example, caused by differences in recyclability. This takes into account any statutory obligations for tariff differentiation.

Export refunds are granted insofar as mattresses are exported for which a waste management contribution has already been paid. To this end, the exporter must demonstrate to Stichting MRN that the quantity of mattresses has indeed been exported by him and that a waste management fee has been paid by him or by someone else for the quantity of mattresses exported.

**4. Goal of the cooperation agreement**

[Company name] is a producer of mattresses abroad within the meaning of Article 1 of the ‘Agreement’ and exports mattresses to the Netherlands, where the importers of these mattresses are obliged to declare the number of consumer mattresses that they market in the Netherlands. From the declaration obligation follows an obligation to pay a waste management contribution for producers and/or importers who, for the total of their tax entity, market 200 or more mattresses for consumers per year.

Producers and/or importers who, for the total of their tax entity, market fewer than 200 mattresses for consumers per year do fall under producer responsibility, but are exempted from paying the waste management contribution by submitting a nil statement (Article 3 of the ‘Agreement’).

The parties to this covenant aim to reduce the administrative burden for the individual importers by means of the cooperation, because [company name] will state on behalf of the individual importers the total number of consumer mattresses that are exported by them to the Netherlands and that are marketed there via the individual importers.

**5. Responsibilities involved parties**

[Company name] voluntarily takes the place of the individual importers in respect of all rights and obligations they have under the ‘Agreement’. The producer declares separately that he will state the total number of consumer mattresses he exports to the Netherlands and that are marketed there via the individual importers.

Stichting MRN accepts that [company name] takes the place of the individual importers on the basis of a power of attorney and will turn to it instead of the individual importers for the statement of the numbers of mattresses produced by [company name].

The individual importers remain primarily the parties that are obliged to comply with the ‘Agreement’. The moment [company name] does not comply with the responsibilities that have been taken over, Stichting MRN will turn to the individual importers in the Netherlands with regard to all obligations incumbent on them, insofar as Stichting MRN has not already done or does not do so in connection with marketing consumer mattresses in the Netherlands on behalf of other exporters or for itself as a producer.

[Company name] is authorised by the importers to act on their behalf in accordance with the attached power of attorney. (Enclosure: power of attorney).

**6. How to submit the statement**

(Company name) can comply with the ‘Agreement’ on behalf of the importers by means of a template made available by Stichting MRN for stating the numbers of mattresses, broken down into various types.

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| --- | --- | --- | --- | --- | --- |
| The statement is submitted quarterly and this can be done via the portal at [www.mrn.nl](http://www.mrn.nl)  | **Quantity**single mattresses | **Quantity**double mattresses | **Quantity**single toppers | **Quantity**double toppers | **Quantity**Baby and children’s mattresses |
| Customer A |  |  |  |  |  |
| Customer B |  |  |  |  |  |
| Customer C |  |  |  |  |  |
| Customer D |  |  |  |  |  |
| Total |  |  |  |  |  |

Typical characteristic sizes are: baby & toddler mattress: 40 cm x 80 cm - 60 x 120 cm | children’s mattress: 70 x 140 cm - 80 x 160 cm | adult mattress: from 70 cm x 190 cm. A topper is a thinner (3 cm - 10 cm) mattress that is placed on top of the supporting mattress for extra comfort.

A mattress, including a topper, is a body-supporting part of a bed that can be placed in a cot, on a box spring or on a load-bearing base (slats, springs or other). A mattress or topper supports the body when lying down and has a minimum thickness of 3 centimetres.

No rate differentiation is currently applied. For now, the breakdown is mainly intended to obtain statistical data and insight into the market. For each type of mattress, a waste management contribution of € 2.60 per mattress, excluding VAT, applies in 2022.

**7. Confidentiality**

For the implementation of the ‘Agreement’ that has been declared generally binding on the Waste Management Contribution for recycling mattresses, Stichting MRN receives company data/information from producers and/or importers of mattresses and mattress toppers.

This information includes:

* Name;
* Address;
* Town/city;
* Company number;
* E-mail addresses;
* Telephone numbers;
* Contact persons;
* Bank account number;
* VAT number;
* Numbers of mattresses;
* Types of mattresses: single mattress/double mattress/single topper/double topper/baby and cot mattress.

Stichting MRN and Koninklijke CBM (the implementing organisation on behalf of the foundation) will treat the aforementioned data, which is or will be provided to them by producers and/or importers or persons designated by them, as confidential information, which they will therefore keep strictly secret from third parties and will not use for any purpose other than for the implementation of the ‘Agreement’, unless the issuance is necessary for the fulfilment of a statutory obligation, for example, to comply with a court order or in the context of a reporting obligation to the Ministry of Infrastructure and Water Management.

The executive organisation of Stichting MRN will only disclose the company data/information to its employees insofar as they need to become aware of it for the implementation of the ‘Agreement’ (determining waste management contribution).

Stichting MRN provides security that is appropriate to the sensitivity of the company data/information. This is done by taking both technical and organisational measures.

**8.**  **Term and termination**

This agreement has been entered into for the duration of the general binding declaration of the ‘Agreement on the waste management contribution for the recycling of mattresses’ from 1 January 2022 to 31 October 2026.

Each of the parties may terminate this cooperation agreement up to 6 months before the end of any calendar year.