



## HOLYGRAIL 2030 CHARTER

### HolyGrail 2030 – Circular Packaging Charter

#### 1. Mission statement

HolyGrail 2030 – Circular Packaging (**the Consortium**) is a collaborative consortium of companies and organisations spanning the entire packaging value chain. Our mission is threefold:

- Demonstrate the business value for the key stakeholders that justifies adoption at scale of intelligent sorting for selected use cases within corresponding markets;
- Driving adoption at scale of intelligent sorting to create an enabling environment for achieving the new mandatory EU-wide Packaging and Packaging Waste Regulation (PPWR) targets, especially in terms of recycled content in plastic packaging and minimum recycling targets;
- Generate new, high-quality affordable post-consumer recycled (PCR) streams, including food-grade PCR, through the combination of effective feedstock control and low-carbon footprint recycling processes.

#### 2. Underlying working assumptions

The Consortium operates on the basis of the following foundational assumptions:

- The HolyGrail 2.0 technology has proven technically viable for coding packaging to enable intelligent sorting at the level of TRL9;
- There is a clear understanding of how intelligent sorting can facilitate the European Food Safety Authority (EFSA) food approval, which is a pre-requisite for Brand Owners and Retailers to comply with the upcoming PPWR recycled content requirements in plastic packaging.

#### 3. Objective

The Primary objective is to demonstrate business value creation to drive the implementation of intelligent sorting across all European markets for all plastics materials, possibly followed by other types of materials at a future stage. This will open up new, high-quality affordable PCR streams, which include food-grade material, through a combination of proper feedstock control and low-carbon footprint recycling processes, ensuring compliance with the mandatory packaging rules applicable as of 1 January 2030.

#### 4. Scope

The scope of HolyGrail 2030 includes:

- Completing the business case for two plastics materials – PP flexible, PP rigid – by mid-2027.

- Proceeding to food-approval path for these identified materials to ensure compliance with PPWR requirements for the above.
- Supporting additional alternative initiatives aligned with the objectives of the consortium.

## 5. Success criteria

To measure the value created, track progress, and incentivise active participation from all relevant stakeholders (brand owners, retailers, sorters and recyclers), the following success criteria are established:

- **Sorting performance:** Achieving sorting performance metrics comparable to those observed under HolyGrail 2.0 Phase 3 – industrial testing, and in alignment with regulatory standards;
- **Business Case Evaluation:** Demonstrating value added to both feedstock and recyclates, while achieving high-quality recyclates suitable for identified packaging applications;
- **Return on Investment (ROI):** Assessing the ROI for all stakeholders to ensure the establishment of a viable circular economy;
- **EFSA Approval:** Initiating EFSA approval procedures for identified use cases to facilitate food-grade PCR production;
- **Market Value of Recyclates:** Producing recyclates with higher market value to justify the required investment in intelligent sorting technology;
- **Data Benefits Assessment:** Analysing the benefits of SKU-level data and evaluating the need for a Digital Product Passport, linked to EFSA food-approval process.

## 6. Governance Structure

### 6.1 Consortium Facilitator

In its role as the Consortium Facilitator, AIM, the European Brands Association, is responsible for coordinating the ongoing management and promotion of the Consortium and its objectives.

In this capacity, AIM will coordinate, manage, and facilitate the Consortium's activities, leveraging Consortium resources to support it in reaching its objectives. Although AIM will be able to dispose of the Consortium's budget, following approval by the Leadership team, to contract services that are in direct support of its tasks, AIM will not engage in any commercial, financial, or contractual negotiations or agreements with technology providers, machinery suppliers, or other service providers, on behalf of the Consortium.

### 6.2 Membership

#### Consortium Membership Categories

The Consortium offers two primary membership categories to ensure broad participation while maintaining focus on its objectives.

#### A. Full Membership

Full Membership is open to Brand Owners and Retailers.

In order to avoid conflicts of interest, this membership category is not open to companies that are primarily deriving revenue from the Consortium's activities and decisions (e.g., technology and machinery suppliers, investment companies, etc.).

## - **Membership Tiers and Contributions**

Full Membership is available to Brand Owners and Retailers under the following tiers, each with specific participation levels and contributions to support the Consortium's objectives.

### Tier 0: General Participation

Participation in HolyGrail 2030 as a Full Member without deploying marked packaging in the selected markets.

- Overall annual contribution: **EUR 20,000**

### Tier 1: Participation in the German Rigid Polypropylene (PP) Initiative

Full Membership participation with marked packaging in the German rigid PP market.

- Overall annual contribution: **EUR 45,000** (comprising membership fee and licence fee)

### Tier 2: Participation in the Belgian Flexible Polypropylene (PP) Initiative

Full Membership participation with marked packaging in the Belgian flexible PP market.

- Overall annual contribution: **EUR 70,000** (comprising membership fee and licence fee)

### Tier 3: Comprehensive Participation in Both Initiatives

Full Membership participation with marked packaging in both the German rigid PP and Belgian flexible PP markets.

- Overall annual contribution: **EUR 95,000** (comprising membership fee and licence fees)

## - **General Conditions Full Membership**

Only Brand Owners and Retailers are eligible for Full Membership. Participation requires adherence to the terms of the HolyGrail 2030 Consortium and compliance with its governance framework.

Membership fees and licence fees are fixed, non-negotiable, and based on the outlined tiers.

Membership fees are conditional on a minimum participation of 10 companies in Belgium and 10 companies in Germany for the full two-year duration of HolyGrail 2030. If these conditions are not met, the Consortium reserves the right to reassess the terms or suspend certain activities.

Membership contributions apply to a single year of participation, with renewal subject to the ongoing terms of HolyGrail 2030.

Invoices will be sent by AIM by 60 days from registration form submission. Please note that the portion of the above Contributions that represent a license fee will be invoiced by the relevant technology or service provider.

#### - **Privileges and Responsibilities**

Full Members actively shape the Consortium's direction and activities, with benefits including:

- Voting rights on key decisions.
- Full access to Consortium resources, including technical documentation, working groups, and support.
- Opportunities to contribute to the development and execution of technical and strategic plans.
- Regular updates and communications from the Secretariat and Technical Project Manager.
- [Registration form](#)

#### **B. Associate Membership**

Associate Membership is open any stakeholder from the packaging value chain, except Brand Owners and Retailers.

#### - **Membership Fee**

EUR 3,000 per year, to be invoiced by AIM by 60 days from registration form submission.

#### - **Privileges:**

- Participation in relevant working groups and discussions.
- Access to selected Consortium materials and non-sensitive updates.
- Opportunities to collaborate with Full Members to provide insights or technical solutions.

Associate members will not have voting rights.

- [Registration form](#)

#### - **General Provisions for Membership**

- Membership applications are subject to review and approval by the Consortium's Leadership Team body;
- All members are expected to adhere to the Consortium's rules, regulations, and code of conduct;
- Membership fees are reviewed annually and adjusted if necessary to meet the operational needs of the Consortium.

### **6.3 Leadership Team (LT)**

#### - **General Function**

- The LT leads, coordinates, and oversees the Consortium's activities, ensuring efficient use of membership fees and active engagement from member companies;
- The LT monitors progress and establishes technical and other working groups as needed to advance the Consortium's goals.

## - **LT Membership and Composition**

The LT comprises dynamic, knowledgeable individuals from a cross-section of Consortium Full or Associate Members, as per below, representing a balance of genders, geographies, company sizes, sectors, and expertise.

The LT shall be composed of maximum:

- Four Full Members who are brand owners;
- Four Full Members who are retailers;
- Two Associate Members if such member can demonstrate to the satisfaction of the above two categories of LT Members, that it is actively invested in promoting one or more of the Initiatives outlined above.

Up to four Associate Members may join the new Leadership Team, provided that the four retailer seats remain unfilled.

Consortium Facilitator representatives are considered part of the LT but they shall have no vote.

Additional representatives from Full and Associate Members, including technology and machine suppliers or other stakeholders, may be invited to provide expertise required in support of specific LT decisions.

LT positions have a two-year term, with flexibility for members to step down or extend their term as agreed by the LT.

## - **Nomination and Election**

- When LT positions open, AIM, acting as the Consortium Facilitator, notifies all Full or relevant Associate Members, as the case may be, to express interest. Interested companies must submit nominations in writing to the Consortium Facilitator.
- Full Members vote to elect LT members, considering criteria such as expertise in packaging technologies, contribution to the Consortium, company support, and availability.
- The LT elects a Chair for a two-year term from among its members. Interested LT members must communicate their candidacy in writing, and the Chair is elected by LT members via majority vote.

## - **Operations**

- LT members are expected to actively participate, attending monthly or bi-monthly meetings (virtual or physical) and contributing promptly to urgent decisions or projects.
- Decisions are made by consensus where possible. If consensus is not reached, the majority opinion prevails. In cases of a tie, the LT Chair has the deciding vote.

## **6.4 Core Teams**

### - **General provisions**

- One core team is established for each market demonstration.
- Each core team leads, coordinates, and oversees the respective market demonstration's activities, ensuring proper planning and execution, as well as active engagement from member companies.
- Each core team monitors progress to advance the respective market demonstration's goals.

## 6.5 Conditions and Constraints

- HolyGrail 2030 will proceed if at least one market demonstration is confirmed.
- If both market demonstrations are confirmed, there will be one Leadership Team with an overall coordination role, plus two Core teams (one per market demonstration).
- If only one market demonstration is confirmed, the relevant Core team will function as the Leadership Team.

## 7 Transparency at All Stages

The Consortium ensures transparency by providing interested parties with regular updates, including:

- Reports on the technologies under discussion;
- Progress updates on the Consortium's activities;
- Clear pathways for third parties to share their views and input.

## 8 Non-Binding and Non-Exclusive Participation

Participation in the Consortium and the adoption of any proposed technology solutions remain entirely voluntary and non-exclusive.

Members retain the freedom to develop, collaborate on, or adopt alternative watermarking or waste sortation solutions outside the Consortium's framework.

At any stage during or after the present Project, members are free to choose whether or not to proceed with the development or implementation of the relevant technologies.

## 9 FRAND Terms

Participants in the Consortium recognise that the proposed watermarking and sortation solutions, if widely adopted, could result in the establishment of a de facto industry standard.

To ensure fair access and adoption:

- Any member of the Consortium (Full or Associate) providing relevant technologies agrees that patents, technologies, software, and/or hardware essential to implementing such a de facto standard must be made available on **Fair, Reasonable, and Non-Discriminatory (FRAND)** terms.
- By joining the Consortium, members accept this commitment, as outlined in the Consortium Charter.

## 10 Avoidance of Barriers for Competing Technologies

The Consortium commits to ensuring that no technological or contractual barriers are raised that would prevent competing technologies from being adopted by participating businesses, including those operating in recycling facilities.

## 11 Meeting Procedures

To ensure transparency, compliance, and accountability, all meetings will adhere to the following procedures:

- **Antitrust Compliance:** At the start of each meeting, the antitrust compliance statement will be reviewed, acknowledged, and countersigned by all participants, as outlined in Annex 1.
- **Agenda Circulation:** Written agendas will be prepared and circulated in advance, following approval and clearance by legal counsel.
- **Minutes and Attendance:** Comprehensive meeting minutes will be drafted, reviewed by legal counsel, and distributed to participants. A signed attendance list will be attached to the minutes.
- **Anti-Competitive Discussions:** If any participant suspects an anti-competitive discussion, they must raise an objection. This will be recorded in the minutes, and the discussion will cease immediately.
- **Legal Oversight:** Legal counsel will be present at all meetings to ensure compliance with applicable laws.

## 12 Exchange of Information

Members must strictly limit the exchange of information to what is necessary for the Consortium's objectives. No sensitive business or company-specific information shall be shared. Each participant is responsible for ensuring that inappropriate topics are not raised during discussions.

### Prohibited Topics:

Members must not discuss or exchange information on matters such as:

- **Pricing:** Including prices, discounts, rebates, profit margins, price increases, or sales conditions.
- **Costs:** Including production or distribution costs, cost-accounting methods, or cost calculation formulas.
- **Operational Data:** Such as production volumes, sales profits, operating capacities, stock levels, or supply levels.
- **Confidential Projects:** Including upcoming sales or marketing strategies and innovation initiatives.
- **Customer/Supplier Relations:** Including terms and conditions or other sensitive details about relationships with customers or suppliers.

### Handling of Sensitive Information:

If commercially sensitive information must be shared (e.g., to assess the Consortium's viability), it will be handled exclusively by an independent third party for aggregation purposes under the supervision of external legal counsel.

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## ANNEX 1 - ANTITRUST STATEMENT

### Participation in Meetings and Risk Mitigation

Membership in the Consortium and participation in meetings, whether formal or informal, involving competitors carry potential risks, particularly regarding the exchange of sensitive information.

### General Rules:

- Participants must not share sensitive business or company-specific information, nor reach any expressed or implied understanding on commercial matters that restricts competition.

- Discussions must remain focused on the approved agenda. Each participant is responsible for avoiding improper topics, and if such topics arise, they must immediately intervene to halt the discussion or leave the meeting if necessary.

**Prohibited Topics:**

Participants must not discuss the following:

- **Prices:** Including discounts, surcharges, rebates, price changes, profit margins, credit terms, or any other sales conditions.
- **Costs:** Including production or distribution expenses, cost formulas, or calculation methods.
- **Operational Data:** Such as sales volumes, production capacity, profit margins, stock levels, or supply chain information.
- **Confidential Projects:** Including upcoming sales, marketing strategies, production plans, technology developments, R&D programmes, or wage policies.
- **Non-Public Litigation:** Discussions of ongoing confidential legal matters.
- **Customer/Supplier Relations:** Including terms, conditions, or sensitive details about relationships with clients or suppliers.

These restrictions apply not only to formal meetings but also to informal interactions before, during, or after meetings.



## Annex 2 – Packaging and Packaging Waste Regulation

### Minimum recycled content in plastic packaging

#### Article 7, PPWR<sup>1</sup>

1. By 1 January 2030 or three years after the date of entry into force of the implementing act referred to in paragraph 8, whichever is the latest, any plastic part of packaging placed on the market shall contain the following minimum percentage of recycled content recovered from post-consumer plastic waste, per packaging type and format as referred to in Table 1 of Annex II, calculated as an average per manufacturing plant and year:
2. By 1 January 2040, any plastic part of packaging placed on the market shall contain the following minimum percentage of recycled content recovered from post-consumer plastic waste, per packaging type and format as referred to in Table 1 of Annex II, calculated as an average per manufacturing plant and year:

Minimum % in place by		Packaging type and format
1 January		
2030	2040	
30%	50%	contact sensitive packaging made from PET as the major component, except single use beverage bottles
10%	25%	contact sensitive packaging made from plastic materials other than PET, except single use plastic beverage bottles
30%	65%	single use plastic beverage bottles
35%	65%	plastic packaging other than those referred to above

<sup>1</sup> Not into force yet

## Annex 3 – Belgian Initiative

### Objective

Unlocking circularity of PP flex stream in Belgium via demonstrated business case.

### Expected timescale

First enhancements by Q4'24- Sorting 2 years (Mid '25 – End '26)

### Material

Flexible PP packaging food-grade

### Sorting technology for the market demonstration

Digital watermarking<sup>2</sup>

### Recycling technologies

- Mechanical recycling with advanced decontamination technologies
- Dissolution recycling

### Deliverables

Pipeline of pre-sorted food-contact flex PP for recycling trials with 3-4 recyclers. Material-value estimations and ROI calculations for both sorting and recycling business cases.

### Costs & funding

- Fixed, unlimited licence fee model contracted by a central buyer for digital watermarks.
- Full trials and logistics costs TBC.
- Proposed funding by (tiered) extended HG3.0 membership model, matched with NGO and public funding.

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<sup>2</sup> Object recognition does not work for flexible packaging – see more in BE Initiative documentation

## Annex 4 – German Initiative

### Objective

Unlocking circularity of PP rigid stream in Germany by making contact-sensitive and non-contact sensitive rPP widely available via a proven business case.

### Scope

PP rigid packaging.

Rationale: PPWR requirements for recycling and minimum recycled content in plastic packaging as of 1 January 2030. Urgency to act to ensure availability of recycled content (for the German market).

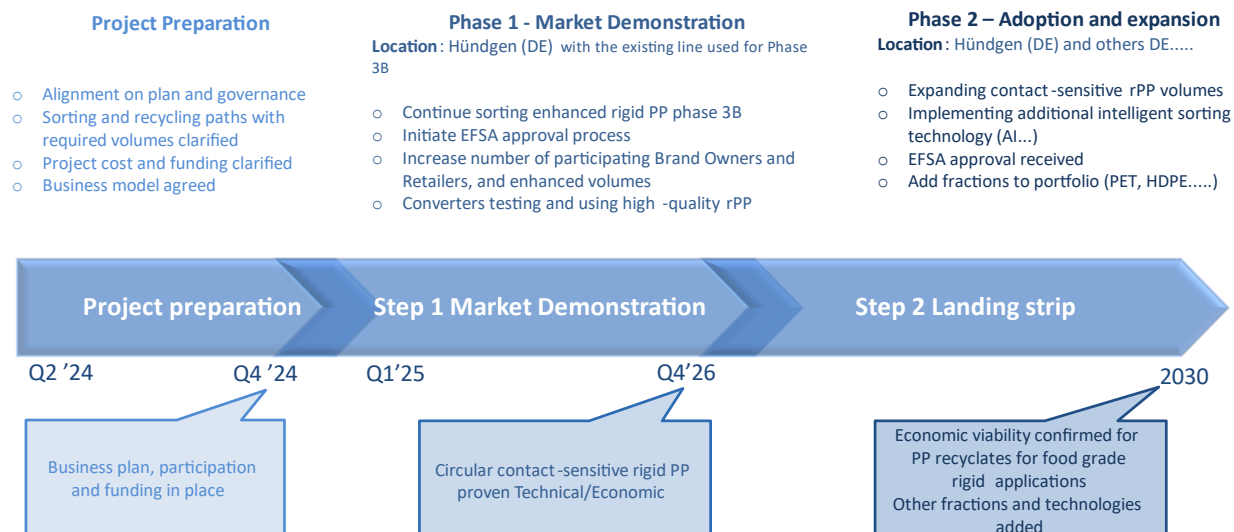
### Success criteria

The following success criteria are established to monitor progress and incentivise participation in the German rigid PP landing strip initiative: Demonstrated business case for PP rigid packaging; EFSA food-approved rPP, Mass adoption of intelligent sorting in the German market.

### Proposed plan



## PHASED APPROACH



## Annex 5 - Activities Outside the Consortium's Mandate

### Limitation to the Consortium's scope

The consortium will not engage in the following activities:

- Extensive testing activities on sorting technology development
  - This is the scope of the HolyGrail 2.0 Initiative, and has been completed.
- Assessment of technologies not based on digitalisation
  - Digitalisation of the waste industry is necessary to achieve a circular economy for packaging.
- Commercial activity engagement
  - As a not-for-profit organisation, the leading entity AIM – European Brands Association shall not engage in any discussions around prices, costs, and other commercial information with and among Consortium members.
- Promotion of one specific technology
  - As the Consortium's stated objective is to assess the business case for intelligent sorting – regardless of the technology underpinning this – the Consortium is not going to promote, favour, or otherwise endorse one specific technology over another.
- Setting of standards to establish quality requirements for recycled materials
  - As stated in the Charter, the Consortium's objective is to assess the quality of the recyclates resulting from different recycling processes, without also intending to set any industry and/or market standards.