

# C-233 Green Deal on Circular Denim "Denim Deal"

Most of us could no longer imagine life without denim clothes!

On average, the Dutch consumer buys 1.2 pairs of new jeans a year, bringing total annual sales of jeans in the Netherlands to 21 million pairs, and each citizen has an average of 5.4 pairs hanging in the wardrobe. Worldwide, only 63% of the jeans produced are ultimately sold. It takes 8,000 litres of water to produce a pair of jeans, and only 0.1% of discarded garments are used in high-quality applications. It is evident that the production of jeans and other denim clothing needs to become more sustainable.

The purpose of this Green Deal on Circular Denim is to work with leading parties across the denim value chain to close the loop and thus achieve the necessary sustainable systemic change in this value chain.

A key aspect of sustainability is circularity: the closing of loops. Parties in the value chain, from collectors and recyclers to producers, brand owners, retailers and public authorities, have jointly developed an approach to take major steps towards using recycled textile in all denim products marketed in the Netherlands. The aim is that the use of recycled fibres in denim will become the new standard.

## The Parties:

- the State Secretary for Infrastructure and Water Management, Ms Stientje van Veldhoven-van der Meer, referred to below as: I&W;
- 2. the Minister of Economic Affairs and Climate Policy, Mr Eric Wiebes, referred to below as: EZK;

Both acting in their capacity as an administrative authority;

Parties 1 and 2 are hereinafter jointly referred to as: "the Government",

- 3. Amsterdam municipal authority, Ms Marieke van Doorninck, member of the municipal executive with responsibility for Sustainability and the Circular Economy
- 4. Zaanstad municipal authority, Ms Annette Baerveldt, member of the municipal executive with responsibility for Sustainability and the Circular Economy
- 5. Metropolitan Region of Amsterdam, Mr Robbert Berkhout, councilor of the municipality of Haarlem, acting in his capacity as coordinator of the Amsterdam Metropolitan Region partnership of 32 municipalities 2 provinces and the Transport Region Amsterdam, insofar as promotion of the circular economy is concerned, hereinafter to be called as MRA;

Parties 3-5 are hereinafter jointly referred to as: "the Local Authorities",

Parties 1-5 are hereinafter jointly referred to as: "the Public Parties",

- 6. Circulus-Berkel B.V., Ms Lisette Bosch;
- 7. Coöperatieve Vereniging Midwaste Milieu U.A., Mr Machiel van Haaften;
- 8. Reinigingsdienst Rd4, Mr Wil Sijstermans;
- 9. Stichting Leger des Heils ReShare, Mr Simon Smedinga;
- 10. Stichting Sympany, Ms Hester Frederica van Doorn;
- 11. Smart Fibersort B.V., Mr Hans Bon;
- 12. Wieland Textiles B.V., Mr Hans Bon;



13. Wolkat Products B.V., Ms Kimberley van der Wal;

Parties 6-13 are hereinafter jointly referred to as: "Textile waste processing companies",

- 14. Bossa Ticaret ve Sanayi İşletmeleri T.A.Ş., Mr Besim Özek;
- 15. Çalık Denim Tekstil San. ve Tic. A.Ş., Mr Mehmet Serdar Özcan;
- 16. Ereks Konf. San. Tic. A.Ş., Mr Romain Narcy;
- 17. Gama Recycled A.Ş., Mr Zafer Kaplan;
- 18. Orta Anadolu Ticaret ve Sanayi İşletmesi T.A.Ş., Mr Sedef Uncu Aki;

Parties 14-18 are hereinafter jointly referred to as: "Fiberers, Spinners, Weavers and Manufacturers",

- 19. Brightloops B.V., Ms Ellen Mensink;
- 20. KOI International B.V., Mr Tony Tonnaer;
- 21. Kuyichi BV, Mr Peter Schuitema;
- 22. MUD Jeans International B.V., Mr Dion Vijgeboom;
- 23. Scotch & Soda B.V., Mr Alex Jaspers;

Parties 19-23 are hereinafter jointly referred to as: "Brand owners and Retailers",

Parties 6-23 are hereinafter jointly referred to as: "Private Parties",

- 24. Stichting Amsterdam Economic Board, Ms Jacqueline Cramer;
- 25. Stichting House of Denim, Mr James Veenhoff;
- 26. Business organisation Modint, Mr Patric Hanselman;
- 27. Royal Netherlands Standardization Institute (NEN), Mr Rik van Terwisga, hereinafter referred to as NEN;
- 28. Retail Experts B.V., Mr Peter Rijken;

Parties 24-28, hereinafter jointly referred to as: "Other Parties",

All hereinafter jointly referred to as: "Parties".

#### **WHEREAS**

# **General considerations**

- 1. To preserve our prosperity for future generations, we must make our economy more competitive, and at the same time reduce the burden on people and the environment as well as our dependence on scarce, new raw materials. The transition to a circular economy offers opportunities for achieving this.
- 2. Creativity, entrepreneurship and innovation are key drivers of this shift to green growth. Companies, individuals and civil society organisations are launching numerous initiatives aimed at greening the economy and society. Through the Green Deal approach, the government seeks to make optimal use of the momentum in society for green growth.
- 3. Green Deals offer companies, individuals and organisations easily accessible opportunities for partnering with public authorities with a view to achieving green growth. Civic initiatives are at the heart of these efforts. Where such initiatives encounter obstacles which the organisers believe can be tackled at central government level, the government will seek to remove them in order to facilitate and accelerate these sustainable initiatives. Parties agree to lay down specific arrangements for this purpose in a Green Deal.
- 4. The results of the Green Deal can serve as an example to be followed in other similar projects, thus expanding the scope of the Green Deal without any need for specific support from Government.



# Specific considerations

- In a fully circular economy there is no waste, and raw materials are used and reused in an efficient cycle. This means fewer new raw materials are needed, reducing the burden on humans and the environment and reducing our dependence on other countries for new raw materials as well.
- 2. Key to a circular economy is the smart and efficient use of products and materials, in accordance with the principles of the 'R ladder'. This means minimising unnecessary production and consumption, reusing products wherever possible, and aiming for high-grade recycling of discarded products that are not suitable for reuse. In principle, materials should retain as much of their value as possible, and be processed into material that can be used to make the same product. If this is not possible, recycling into a lower-grade material (downcycling) is still preferable to incineration or landfill.
- 3. A Green Deal offers a potentially systematic approach in which the authorities can facilitate partnership between companies in the entire value chain, with the aim of making their energy and materials consumption more sustainable.
- 4. The Parties to this Green Deal wish to support each other's efforts to close the denim loop. To this end they will make specific agreements concerning joint targets, actions and monitoring, in order to accelerate the transition to a closed loop for denim textiles.
- 5. Growing global demand for cotton is placing great pressure on scarce raw materials and other natural resources in countries of production. At the same time, e-commerce and international trends like 'fast fashion' result in large surpluses of discarded textiles that are less frequently reused. A systemic change is needed, and recycling and reuse must be part of that change.



- 6. Over the past few years there has been an increase both in the quantity of clothing bought (including denim) and the quantity discarded. At the same time, reuse of clothes has declined. The recent problems associated with the COVID-19 crisis have caused a further increase in the amount of clothing discarded. So far, less than 1% of these discarded clothes are recycled into high-grade raw materials and returned to the production cycle.
- 7. The Parties have indicated that they can contribute to closing the loop by increasing both the supply of and demand for high-grade recycled fibres. This systemic change will require close cooperation between key stakeholders, taking into account everyone's role and responsibilities. In this way, the Parties aim to accelerate progress towards a sustainable denim sector, in which denim clothing and fabrics are used smartly and economically, and waste and pollution are kept to a minimum.



- 8. The Amsterdam Metropolitan Region is a major centre for the denim industry. By establishing a strategic public-private partnership in the value chain here, the Netherlands can demonstrate that it is possible to take concrete action towards a circular market for denim. Creating demand in the denim industry for recycled cotton fibres and organising the required processing capacity in terms of collection, sorting, cutting and cleaning will lead to a healthy market in which circular economic activity can flourish.
- 9. Voluntary but binding collaboration between the Parties is essential in reducing the ecological footprint and closing the loop. Circular innovations with market impact can only be achieved within the limited duration of this Green Deal through mutual trust, creativity and a common will to achieve the targets. The Parties endorse the importance of avoiding any risks in terms of competition law and give the undertaking to build in safeguards to prevent the exchange of competitively sensitive information.
- 10. This Green Deal also gives concrete substance to the National Circular Textiles Policy Programme¹ which IenW and the Minister of Foreign Trade and Development Cooperation published, in which already was stated that the use of post-consumer recycled cotton fibre in denim garments making the standard should be agreed on by means of a Denim Deal with the appropriate stakeholders. EZK promotes the Circular Economy and endorse the principles of sustainability of textiles, in particular denim. By close collaboration between public and private parties by the Green Deal approach, they can contribute to sustainability and green growth. Nevertheless, IenW will be primarily responsible on behalf of the Government for the implementation of this Green Deal.
- 11. Parties will communicate open and transparent regarding the implementation of the Green Deal and will contribute in in connection to the Circular Textiles Policy Programme under the title of "Denim Deal".
- 12. The approach taken in this deal can also serve as an example to the entire garment and textiles sector. It can provide inspiration for other textile waste flows and end products at national, European and international level.
- 13. This Green Deal is focused on increasing demand for post-consumer recycled (PCR) denim, enabling parties throughout the loop to work in partnership to process large quantities of discarded clothing into high-quality recycled and reusable fabrics and clothes. This means that closing the loop is at the heart of all activities, results and effects, however important other issues pertaining to sustainability may be, such as greater efficiency in the production process (use of post-industrial recycled material), preventing overproduction that leaves manufacturers, brand owners and retailers with unsold clothing, reducing the use of environmentally hazardous chemicals and improving labour conditions, including a living wage, for workers in the textile and garment industries. These issues are addressed via other platforms, such as the Circular Textiles Policy Programme and the IRBC Agreement on Sustainable Garments and Textiles.

#### **AGREEMENT**

The Parties agree as follows:

#### **DEFINITIONS, GOAL AND ENVISAGED RESULTS**

# Article 1 Definitions

For the purposes of this Green Deal the following definitions apply:

- a Denim
  - A cotton twill fabric, traditionally blue by using indigo dye to colour the yarn in one direction. This fabric is used to manufacture both work and casual clothing.
- b. Denim garments
  - Outer clothing made of denim, which for the purposes of this document does not include trimming.

<sup>&</sup>lt;sup>1</sup> House of Representatives, 2019-2020, 32 582, no. 116, April 14th, 2020.



c. Jeans

Hard-wearing trousers traditionally made of 100% cotton (denim). Recently, the fabrics used can also contain alternative fibres such as hemp, linen and elastane.

d. Sorting of garments

A process in which discarded clothing is first sorted according to suitability for reuse, and then by material/composition, colour and structure. This may be carried out manually, semi-automatically or fully automatically.

e. Reuse

The act or process of again using products and components that are not waste for the purpose for which they were originally intended.

f. Cutting and cleaning of garments

A process in which zippers, buttons, labels and other non-textile materials are removed from discarded clothing, so that the remaining textile fibres can be recycled.

g. Recycling

Reclaiming raw materials from discarded products and using these raw materials to manufacture new products.

h. Post-industrial recycled material (PIR)

Material from textile waste generated by the textiles industry, which has never been used by consumers, which is then recycled and the fibres used in new products.

i. Post-consumer recycled material (PCR)

Material used by consumers for an indefinite period of time for the intended purpose, discarded and subsequently recycled, and the fibres used in new products.

j. Fiberization

The process in which the material remaining after cutting and cleaning is broken down into fibres, which can be used to spin yarn.

k. Design for Circularity

Building in optimum recyclability at the product design stage.

## Article 2. Goal

The Parties will jointly endeavour to close the denim loop by promoting the use of high-grade recycled cotton fibres in new jeans and other denim garments. They will at any rate commit to the joint ambition of working as quickly as possible towards a new industry standard of at least 5% PCR cotton fibres used in the production of all denim garments and will raise the bar in the future based on the learnings of this Green Deal. They will publish transparent annual reports of the activities they have undertaken to this end, the results achieved, and their effect towards achieving the goals of this Green Deal.

#### Article 3. Envisaged results

To this end, all Parties to this Green Deal will undertake activities, on the basis of their own roles and responsibilities, which ensure that the following specific results are achieved before this Green Deal expires on the 31st of December 2023:

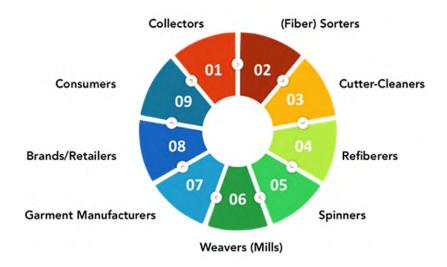
- 1. Brand owners and Retailers will achieve a minimum of 5% PCR content in their own denim collections during this period by working together closely with other Parties.
- Brand owners and Retailers will furthermore achieve their own, individual and higher targets for PCR
  content in denim garments, and will set out their ambitions and approach in individual roadmaps,
  based on the close collaboration with other Parties, which will be published within three months after
  this agreement is signed.
- 3. Named Brand owners and Retailers will commit to individual ambitions designed to achieve the specific, joint goal of using 20% PCR cotton fibres in three million pairs of jeans produced by these parties during the term of this Denim Deal.



## **EFFORTS AND ACTIONS OF PARTIES**

## Article 4. Efforts and Actions of the Parties

In view of the various steps required throughout the value chain in order to close the denim loop and to achieve the goals as referred to in article 2 and 3, the Parties agree to engage in the following efforts and actions, in various group compositions or individually:



Article 4.1 Efforts and actions of Textile waste processing companies

Textile waste processing companies which focus on specific phases of the denim loop, will exert themselves to the following efforts and actions:

- a. They will strive to find an adequate market for non-usable PCR materials, in order to limit the cost of PCR cotton.
- b. Textile waste processing companies as mentioned under 6-10 will strive to scale up and improve the quality of textile collection and will collaborate with Local Authorities, Retailers, institutions and associations, to ensure that an optimum collection system is put in place in which, as far as possible, discarded textiles are supplied to processors in clean bundles.
- c. Textile waste processing companies as mentioned under 11-13 will continue to purchase unsorted discarded clothing and textiles, and will commit to sorting out all non-rewearable clothing that is suitable for reuse as a raw material for the production and use of PCR denim fabrics, including jeans, and white, blue and grey cotton fabric.
- d. Textile waste processing companies as mentioned under 11-13 will seek to further develop automatic sorting technologies, such as optical detection of discarded clothing on the basis of material, colour and construction, with a view to disseminating these technologies in Europe.
- e. Textile waste processing companies as mentioned under 11-12 will commit to setting up and investing in the further development of a cutting & cleaning plant in the Amsterdam Metropolitan Region to remove buttons, zippers and labels from discarded clothing.
- f. Textile waste processing companies as mentioned under 11-13 will commit to improve of and invest in the further development of cutting & cleaning of garments and textiles in which non-textile materials and contaminations will be removed automatically.



Article 4.2 Efforts and actions of Fiberers, Spinners, Weavers and Manufacturers

- a. Fiberers and Spinners will work with upstream companies to optimise the sorting process and invest in knowledge and technological innovations for the efficient production of high-grade recycled yarn. New insights will be shared publicly and investments will be made in knowledge and technical innovations to produce high quality of recycled yarns, taking into account what is agreed upon in article 7, clause 2 of this Green Deal.
- b. Fiberers and Spinners will inform other partners in the production and supply chain what results have been achieved through these efforts, and what this implies for the supply of sorted, cut textile waste and the sale of recycled materials.
- c. Fiberers and Spinners will, in the first six months of this Green Deal and in dialogue with the other Parties in the value chain, determine what is necessary in order to use materials with 20% recycled content in their production processes.
- d. Weavers and Manufacturers will work with Brand owners and Retailers on the circular design of new (denim) fabrics, without any loss of quality or finish in the denim products.
- e. Weavers and Manufacturers will invest in innovations in weaving equipment to enable use of PCR yarn in producing new denim garments with the desired quality, look and feel. They will enhance the efficiency of existing machines and processes so that a realistic retail price can be achieved.
- f. Weavers and Manufacturers commit to adding a minimum 5% PCR fibre in all the denim fabrics they make and use.

## Article 4.3 Efforts and actions of Brand owners and Retailers

- a. Brand owners and Retailers commit to working closely with Textile waste processing companies, Weavers and Manufacturers and other experts to incorporate recyclability of the end product during the design process (circular design).
- b. Brand owners and Retailers will work with Local Authorities and Collectors to develop new revenue models to optimise the collection system, and will contribute to increasing the supply of clean, discarded, non-rewearable and recycled textiles.
- c. Brand owners and Retailers commit within a year to buying on the market a guaranteed quantity of denim clothing containing PCR denim on the basis of clear specifications.
- d. Brand owners and Retailers will strive to ensure that the whole-chain approach developed in the Green Deal can be used in the relevant production countries within and outside the European Union.
- e. Brand owners and Retailers will promote this approach among other suppliers of denim products for the consumer market, and encourage them to sign up to this Green Deal.
- f. Brand owners and Retailers will, by the end of 2020, perform a baseline assessment on which to base their individual and additional ambitions and roadmaps. They will annually publish the results of their measures relative to their ambitions.

# Article 4.4 Efforts and actions of IenW

- a. I&W will provide support in mapping and finding the required finance for investments, through the Circular Economy Acceleration House and the Dutch Circular Textile Valley.
- b. With European partners, I&W will explore possible ways to remove perceived national and international legislative obstacles to the export of textile waste, to enable PCR fibres derived from that waste to be used in denim production.
- c. I&W, in consultation with the Royal Netherlands Standardization Institute NEN, will facilitate the development of agreements on standards and certification needed in order to obtain trustworthy claims about the PCR content of new denim.
- d. I&W will facilitate the development and implementation of a simple and efficient monitoring system for this Green Deal, and will bear the costs of that monitoring system.



Article 4.5 Efforts and actions of the Amsterdam Metropolitan Region (MRA)

Based on the Circular Economy Programme, the MRA will coordinate actions with Local Authorities within the collaborative partnership, in order to ensure that the following actions are undertaken:

- a. The MRA will initiate, facilitate and invest in the establishment of processing industries that will transform discarded denim and other textiles into new, circular products.
- b. The MRA will explore, with current collectors, how they can make an innovative contribution to textile collection, sorting and recycling, particularly with regard to denim/cotton.
- c. The MRA will contribute knowledge and expertise to help set up a monitoring system for this Green Deal, and will ensure that it is incorporated into existing regional monitoring frameworks.

## Article 4.6 Efforts and actions of the Local Authorities

- a. The Local Authorities will pursue a location policy to attract companies which are active in the circular textiles sector and which complement each other's activities.
- b. The Local Authorities will develop promotional activities to raise consumer awareness about buying denim and other textile products containing recycled material, and correctly discarding these products for high-grade reuse and recycling. Activities may include promoting sustainable shopping routes, increasing visibility for circular businesses, conducting surveys and studies, and public campaigns.
- c. The Local Authorities will encourage their municipal services to pursue circular procurement of textiles, in particular denim, with the highest possible PCR cotton content.
- d. The Local Authorities will seek collaboration with Brand owners, Retailers, Textile waste processing companies, associations, institutions and other appropriate parties, and make agreements on increasing the volume of collected textiles, with as little contamination as possible, which are then available for the waste processing route contracted by the Local Authority.
- e. The Local Authorities will contribute to the coordinating function needed to implement this Green Deal and in order to help achieve the goals of this Deal.

## Article 4.7 Efforts and actions of Other Parties

- a. The Amsterdam Economic Board will seek to increase demand for PCR denim and circular textiles by encouraging circular procurement of textiles, in particular denim products made with regionally produced PCR fibres, by presenting examples and opportunities at meetings of buyers.
- b. House of Denim commits to actively encouraging potential new signatories (including parties in the fields of knowledge and innovation) to sign up to this Green Deal.
- c. Modint will commits to actively encouraging potential new signatories (including parties in the fields of knowledge and innovation) to sign up to this Green Deal.
- d. The NEN commits to contribute to the development of a certification system for recycled materials in denim, and will make every effort to broadly establish this certification and 'chain of custody' in the market.
- e. The NEN commits to safeguard the cohesion of this certification scheme and existing certification schemes, such as the GRS and GOTS, en existing norms such as ISO 22096 'Chain of Custody General Terminology and Models'.
- f. Retail Experts will work with Smart Fibersort to supply knowledge concerning the cutting and cleaning of discarded textiles to produce mono-materials.

## IMPLEMENTATION AND ORGANISATION

# Article 5 Collaboration and Guidance

Article 5.1 Knowledge sharing and collaboration

- a. The Parties will inform their own networks about the Denim Deal, the agreed measures and actions and the results achieved.
- b. The Parties will meet at least once a year to discuss progress of the implementation, and to strengthen their collaboration.
- c. To ensure optimum communication, knowledge sharing and collaboration in implementing this Green Deal, a shared digital platform will be built for this Green Deal: www.denim-deal.nl.



- d. Parties can establish working groups to discuss several issues and will agree on transparent implementing actions.
- e. Private Parties will in any case ensure that a legal expert specialising in competition law observes the working groups to ensure that specific actions do not conflict with competition law.
- f. The working groups will report to the Steering Committee about their activities and the outcomes which will be published on www.denim-deal.nl.

#### Article 5.2 Steering Committee

- a. The Parties will establish a Steering Committee comprising a chair, a secretary and members representing the Parties, such that all the different segments are represented, including one representative of the Textile waste processing companies, one representative of the Fiberers, Spinners, Weavers and Manufacturing Companies, one representative of the Brand owners and Retailers, one representative of I&W and one representative of the Local Authorities.
- b. The Steering Committee's primary task will be to steer the Parties towards achieving the goals agreed and envisaged results in this Green Deal and complying with the agreements made, and it will organise, coordinate and facilitate all joint activities required for this purpose.
- The Steering Group will ensure that information provided by the Parties is published on the website www.denim-deal.nl.
- d. The Steering Committee can propose to Parties to adjust the goals and envisaged results, if the annual evaluation or changed circumstances and insights so warrant.

## Article 6. Monitoring

- The Private Parties commit to annually supplying, by a date to be determined by the Steering Group, the requested data on the activities deployed, the results achieved and the ensuing effects over the past year
- 2. They will provide relevant data over the most recent year before the 31st of December 2020 to be able to create a starting point in measuring the progress of the implementation of this Green Deal.
- 3. IenW, via Rijkswaterstaat will supervise the development of the monitoring system and the associated annual reports.
- 4. RWS will, as soon as possible after this agreement is signed but no later than 1 February 2021, submit proposals to the Steering Group, on the basis of the input supplied as referred to at b., as to what indicators (data for measuring progress) are relevant.
- 5. The Steering Group will then inform the Private Parties of the data to be supplied and the timetable for supplying these data and for reporting over the coming years.
- 6. Brand owners and Retailers commit to publishing their individual and additional ambitions and individual roadmaps within three months after this Green Deal is signed.
- 7. The monitoring results from the past year will be presented, validated and assessed against the goal and envisaged results set out in this Green Deal at an annual meeting.
- 8. The results of the Parties' individual and collective ambitions and roadmaps will be published annually.
- 9. If necessary, the annual progress report will put forward a proposal for a review of the indicators.
- 10. At the final meeting for this Green Deal arrangements will be set out for the follow-up period to establish the knowledge obtained and potential further steps towards circularity, with a view to reaching agreement on these steps if possible.

# Article 7. Information disclosure

- 1. Parties will agree on the disclosure of personal or other information, such as commercial information, competition sensitive information and the use of that, in such a way that these are compliant with the relevant national and European regulations.
- 2. Information disclosure between the Parties must not result in the exchange of competitively sensitive information, either directly or indirectly through the involvement of the Steering Group or working groups neither can result in other agreements which are contrary to competition law.



3. With regard to information disclosure, the Parties will draw up one or more protocols containing arrangements for sharing information and complying with the applicable legislation, such as the General Data Protection Regulation (GDPR) and the Government Information (Public Access) Act.

## **OTHER PROVISIONS**

## Article 8. Implementation in accordance with the law

The agreements set out in this Green Deal and their further elaboration will be implemented in accordance with international law, European Union law and Dutch law, in particular insofar as they are subject to international, European and Dutch legislation on procurement, competition, state aid and technical standards and regulations.

# Article 9. Amendments

- 1. Any Party can request the other Parties in writing to amend this Green Deal. The amendment will require the written consent of all Parties.
- 2. The Parties will enter into consultation within six weeks of a Party requesting the other Parties in writing of its desire to do so.
- 3. Copies of the amendment and statements of agreement must be appended to the Green Deal.

#### Article 10. Accession of new parties

- 1. New parties may accede to this Green Deal on Circular Denim.
- 2. New parties should inform the Steering Committee in writing of their request to accede. In this request they must indicate in what capacity they wish to contribute to the Green Deal, affirm that they endorse the objectives and principles of the Green Deal, and indicate which activities they will develop and/or participate in.
- 3. Within one month of receiving this request, the Steering Committee will advise to all Parties to acknowledge or deny access of the new party based on the judgment of the Steering Committee about the party's added value to reach the goal and envisaged results of the Green Deal.
- 4. When all Parties have declared by e-mail that they agree to the accession of the new party, the acceding party will acquire the status of Party to this Green Deal and all rights and obligations ensuing from this Deal will apply to that Party, as appropriate.
- 5. Parties that accede to the Green Deal on Circular Denim after it is signed will be listed in an appendix which is an integral part of the Green Deal. IenW will keep the appendix up to date and publish any amended versions thereof in the Government Gazette (*Staatscourant*) every six months, to inform the public which parties endorse the objectives of the Green Deal and what role they play in this.
- 6. Copies of the request for accession and the statements of agreement will be appended to this Green Deal. All accessing Parties will be mentioned in a list which will be appended to this Green Deal and the website www.denim-deal.nl.
- 7. The Parties consent to the use of their official name and logo on the website.

## Article 11. Termination

Any Party can terminate its participation in this Green Deal on Circular Denim at any time subject to a four-week notice period.

#### Article 12. Compliance and resolution of disputes

- Parties agree that compliance with the agreements in the Green Deal on Circular Denim is not legally enforceable.
- 2. Parties will seek to resolve any disputes relating to this Green Deal in mutual consultation. Failing this, the Parties can present their dispute to the Steering Committee.
- 3. The Steering Committee will seek to resolve the dispute and will give the Parties involved an opportunity to present their views.
- 4. If after six months the dispute has not been resolved, the Steering Committee will issue an advisory opinion to the Parties involved.



5. In so far as the dispute relates to a Party's failure to comply with its obligations under this Green Deal, the Steering Committee may in its advisory opinion demand that this Party complies with its obligations within three months unless the Party decides to terminate its participation in the Green Deal.

## **FINAL PROVISIONS**

# Article 13. Duration, notification to the European Commission and entry into effect

- 1. This Green Deal enters into force after the signature of all Parties and will have a duration starting from the date on which it enters into effect until December 31<sup>st</sup>, 2023.
- 2. The Green Deal will be deemed not to have been adopted and will not enter into effect until three months after the date of receipt by the European Commission of the communication as referred to in article 5, paragraph 1 of Directive (EU) 2015/1535 of the European Parliament and of the Council of 9 September 2015 laying down a procedure for the provision of information in the field of technical regulations and of rules on Information Society services (OJEU, L 241), provided the Commission or another member state does not deliver a detailed opinion during that period.
- 3. The Parties will begin implementation of all the agreements in this Green Deal as soon as possible after its entry into effect.
- 4. The duration of this Green Deal may be extended. The Parties will begin consultations on extending this Green Deal on Circular Denim no later than six months before 31 December 2023.

## Article 14. Short title

This Green Deal may be cited as the 'Green Deal on Circular Denim'.

#### Article 15. Publication

Like other Green Deals, the Green Deal on Circular Denim will be published in the Government Gazette (*Staatscourant*) and by other means, enabling others to take note of the Green Deal in order that compliance can be promoted.