

Sustainable Packaging Coalition® Policies

ANTITRUST POLICY

The SPC is committed to structuring all of its activities in a manner consistent with the antitrust laws and takes its obligations in this regard seriously. Each SPC member must be familiar with its obligations under the antitrust laws. It is the responsibility of each member to avoid raising improper subjects for discussion. Please refer to the Antitrust Guidelines attached hereto as Appendix 1.

INTELLECTUAL PROPERTY AND NON-ENDORSEMENT POLICY

The mark “SUSTAINABLE PACKAGING COALITION,” “SPC” and the SPC logo are registered trademarks of GreenBlue. An SPC member in good standing shall be entitled to state on its website or in other marketing materials that it is a “member” of The Sustainable Packaging Coalition. Except as aforesaid, no SPC Member shall use, publish or display any of SPC’s trademarks without the prior written consent of GreenBlue, and all such use shall comply with any guidelines or restrictions imposed by GreenBlue. All use by SPC members of SPC’s trademarks and all goodwill associated therewith shall inure to the benefit of GreenBlue.

No SPC member shall state, suggest or imply that GreenBlue or the SPC endorses, certifies, promotes or supports any of such SPC member’s products or services and/or that there is any affiliation or association between GreenBlue and such SPC member. No SPC member shall state, suggest or imply that membership in the SPC constitutes any certification of its products or services or that its products or services meet or comply with any particular quality standards, regulatory requirements or any other criteria.

Membership in the SPC does not grant any SPC member any ownership interest in, license to, or the right to use any intellectual property of GreenBlue or the SPC. GreenBlue is and shall remain the sole and exclusive owner of all existing intellectual property that has been conceived, created, developed or reduced to practice or is hereafter conceived, created, developed, or reduced to practice, in connection with any activities or projects of the SPC (“SPC Intellectual Property”). SPC Intellectual Property includes without limitation, all logos, graphics, works of authorship, reports, copyrighted works, software, trademarks, services marks, trade secrets and inventions. No SPC member shall create derivative works of any SPC Intellectual Property without the prior written consent of the Board. Any use of SPC Intellectual Property by an SPC member other than in connection with SPC activities or projects shall be subject to the execution of a written license agreement between GreenBlue and such SPC member and may require such SPC member to pay licensing fees and/or royalties.



Each SPC member shall assign, and agrees to assign, to GreenBlue all rights in and to SPC Intellectual Property that such SPC member has or may have at any time hereafter, including without limitation, all SPC Intellectual Property that is conceived, created, developed, authored or reduced to practice by such SPC member or its representatives, whether individually or jointly with other.

APPENDIX 1: ANTITRUST GUIDELINES

INTRODUCTION

Group activities by competitors entail significant risks under federal and state antitrust laws. In certain contexts, anti-competitive agreements among competitors and even exchanges of certain information can lead to individual and corporate civil and criminal penalties. In other contexts, however, agreements among competitors and exchanges of information among competitors are both legal and beneficial to consumers. The Sustainable Packaging Coalition is committed to structuring all of its activities in a manner consistent with the antitrust laws and takes its obligations in this regard seriously.

Each SPC member must be familiar with its obligations under the antitrust laws. It is the responsibility of each member to avoid raising improper subjects for discussion. These guidelines have been prepared to ensure that participants in SPC meetings are aware of their obligations.

THESE GUIDELINES ARE PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE LEGAL ADVICE. EACH SPC MEMBER SHOULD CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING THE APPLICABILITY OF ANTITRUST LAWS TO SUCH SPC MEMBER'S ACTIVITIES AS A MEMBER OF THE SPC AND SHOULD RELY ON SUCH LEGAL ADVICE BEFORE ENGAGING IN ANY SPC ACTIVITIES OR PROJECTS. NEITHER GREENBLUE NOR THE SPC SHALL HAVE ANY LIABILITY TO AN SPC MEMBER WHICH VIOLATES FEDERAL OR STATE ANTITRUST LAWS IN CONNECTION WITH ITS MEMBERSHIP IN THE SPC OR ANY ACTIVITIES OR PROJECTS IT UNDERTAKES OR ENGAGES IN AS AN SPC MEMBER.

UNLAWFUL PRACTICES

Under the antitrust laws, certain practices are unlawful under all circumstances (“per se” violations). For example:

- Competitors may NOT enter into agreements regarding:
 - prices, terms, or conditions at which they buy or sell products;
 - the quantities that they sell, either in the aggregate or to specific customers;
 - the customers they call on;
 - the quantities that they sell, either in the aggregate or to specific customers;



- the territories they serve; or
- the suppliers with which they deal.
- Individual companies may not restrict the prices at which distributors resell their products.
- Individual companies may not force customers to purchase one product as a condition of being able to purchase another product.

Since the existence of improper agreements can be inferred from circumstantial evidence of meetings and communications, SPC members should avoid discussing these topics, much less entering into agreements of this sort.

Other practices are unlawful only under certain circumstances. It is impossible to cover all such situations. Thus, in order to avoid even the appearance that SPC members have entered into agreements or arrangements that violate the antitrust laws, members should abide by the following “Practical DO’s and DON’Ts” list which highlight basic antitrust guidelines in this area. Members should consult with legal counsel in all cases involving specific situations where there are questions of interpretation or where more particular legal advice is required.

PRESS RELEASES & PUBLIC ANNOUNCEMENTS

Sustainable Packaging Coalition members may not publish a press release or public announcement regarding The Sustainable Packaging Coalition unless with written consent from The Sustainable Packaging Coalition communications team and or the Sustainable Packaging director at least 2 full business days prior to release. For questions about the press release and public announcement policy, please contact spcinfo@greenblue.org