

# Cetie

**General data sheet**

**DT00.10**

**December 2021**

**CETIE RULES OF PROCEDURE:  
CETIE MEMBERSHIP TERMS AND  
CONDITIONS**

### **Intellectual property**

This document is published and distributed solely by Cetie who retains the Copyright. It is available by download from the Cetie website. No other source is recognised. In accordance with article L.122-4 of the French intellectual property code, any unauthorised representation or reproduction, whether whole or partial and in whatever form, is illegal and constitutes an infringement sanctioned by articles L. 335-2 et seq. of the French intellectual property code.

### **Contact details**

Do not hesitate to contact us for any further information. All comments and suggestions to help us improve this document are welcome.

### **Versions in other languages**

The official language version of this document is English

Other language versions may be available – please check the website

### **Cetie**

112/114, rue La Boétie

75008 Paris - France

[www.cetie.org](http://www.cetie.org) — [contact@cetie.org](mailto:contact@cetie.org)

Tel: +33 1 42 65 26 45

## Contents

INTRODUCTION .....	4
1 DEFINITIONS .....	4
1.1 Cetie Member .....	4
1.2 Company .....	4
2 MEMBERSHIP .....	4
2.1 Membership period .....	4
2.2 Renewals .....	4
2.3 Termination .....	5
2.4 Obligations of Members .....	5
3 MEMBERSHIP FEES .....	5
3.1 Unit Fees .....	5
3.2 Payment of fees .....	5
3.3 Partial fees .....	5
3.4 Purchase Order .....	6
3.5 General considerations for membership (article 4 of Cetie Statutes) .....	6
3.6 Federation members .....	6
3.7 Multinational and holding companies .....	6
3.8 Individual company .....	6
3.9 Honorary membership (article 4 of Cetie Statutes) .....	7
4 OWNERSHIP AND LICENSE .....	7
5 CONFIDENTIALITY .....	7
6 WARRANTIES .....	7
7 GENERAL RELEASE .....	8
8 NOTICES .....	8
9 GOVERNING LAW .....	8
10 RELATED DOCUMENTS .....	8
11 Data sheet history .....	8

## **INTRODUCTION**

Cetie provides a framework enabling its members to develop and publish industrial standards and practical guidelines of common interest through a collaborative process. By “framework”, it is meant mainly:

- A permanent staff
- Premises including a meeting room
- A Website

The following terms and conditions govern Cetie membership and the benefits that this provides. These membership terms and conditions (“Membership Terms & Conditions,” or “Agreement”) are established between the International Technical Centre for Bottling and related Packaging (Cetie), a French non-profit association under French law, located at 114 Rue la Boétie, 75008 Paris, France and the company, organisation or individual registered for membership (“The Member”).

This document is linked with the DT00.20, which describes the development of technical reference documents in Cetie working groups.

## **1 DEFINITIONS**

### **1.1 Cetie Member**

For the purposes of this document "Cetie member" refers to a company or organisation having paid or engaged to pay the membership fee for the calendar year in progress. Employees of “Cetie member” companies, who are registered in working groups, are called “experts”. Experts represent their company.

### **1.2 Company**

Several types of organisations can apply to Cetie: business companies, associations, professional federations, etc... For the purpose of this document, the word “company” will be used for representing all these forms of organisation.

## **2 MEMBERSHIP**

Cetie member benefits are available to all employees of a Cetie member company or organisation subject to their being registered as an expert in the appropriate working groups.

### **2.1 Membership period**

Membership is on an annual basis from January 1<sup>st</sup> to December 31<sup>st</sup>. For new members the term of membership will begin with Cetie’s receipt and acceptance of the membership fee.

### **2.2 Renewals**

Membership is not automatically renewable. All current members will receive a renewal notice in December for membership in the following calendar year.

The final renewal deadline is March 31<sup>st</sup>. A member delaying the payment of the membership fees after this date, but having confirmed their intention to pay it, can be still considered as a member during this delay. This is decided by the Cetie Staff on a case by case basis.

The vote at the Ordinary General Assembly is valid if the company has paid its membership fees for the previous year and has not formally announced its decision of terminating its membership.

## **2.3 Termination**

Membership terminates either by decision of the member to leave the Cetie, or when a company does not renew by the deadline. Cetie may terminate the membership at any earlier date upon notice if a member does not comply with the terms and conditions of this Agreement.

The termination of the membership implies the immediate end of access to the member platform of the website.

## **2.4 Obligations of Members**

The Member must confirm that it has reviewed and agreed to abide by Cetie's governing documents, including the Cetie rule of procedure. Member's employees and agents will use Cetie membership and any information obtained in the course of doing business with Cetie in ways that shall comply with all applicable laws, regulations, and ordinances.

Member's employees who participate to a Working Group (also called Experts) oblige themselves to adopt an active and constructive behaviour to promote the greater efficiency, according to the requirements of **DT00.20**.

# **3 MEMBERSHIP FEES**

## **3.1 Unit Fees**

The unit fee is fixed annually by the Ordinary General Assembly on the proposal of the Cetie Board of Directors. It may vary from year to year as necessary to balance the budget as a non-profit making association. Membership fees are non-refundable.

## **3.2 Payment of fees**

Payment by bank transfer in Euros is preferred, with the following bank account details:

Company Name: Cetie (Centre International Technique de l'Embouteillage)

Company Address: 114 Rue la Boétie – 75008 Paris – France

Bank name: CIC Paris St Philippe du Roule

Bank address: 66 rue la Boétie – 75008 Paris

IBAN : FR76 3006 6101 6100 0103 3990 161

BIC / SWIFT : CMCIFRPP

If paying by cheque, please make payable to Cetie and send to the following address:

**Cetie  
114 Rue la Boétie  
75008 Paris  
France**

PLEASE NOTE: Cetie does not cover intermediary or beneficiary banking fees. Please verify with your bank to ensure that the exact sum in Euros is received.

## **3.3 Partial fees**

Fees are due for the whole calendar year and are not subject to pro rata. However, if a company or organisation joins Cetie after August and with the intention of pursuing membership into the following year, special terms may be applied at the discretion of the Secretary General.

### **3.4 Purchase Order**

The members acknowledge that if a purchase order is required it is for the member's administrative convenience only. Cetie retains the right to issue a call for subscriptions and collect payment without a corresponding purchase order. If a member issues a purchase order, then it will be for the full amount of membership fees due.

### **3.5 General considerations for membership (article 4 of Cetie Statutes)**

Any undertaking, person or any other organisation whose activity relates to bottling and packaging and who or which exercises a national, European or international activity may be a member of Cetie.

Applications for membership shall be sent using the membership form provided which includes an undertaking to comply with the provisions of the statutes and membership rules, the Board of Directors reserving the right to accept or reject any application for membership, without being required to justify its decision.

For applications of companies outside Cetie usual field of activity (new type of activity, other packaging materials), the Secretary General would ask for formal validation from the Board. The list of new members is communicated to the Board of Directors at each Board meeting.

The membership fees depend on the structure of the organisation, as explained in the following chapters. The contribution may be re-evaluated from a year to the next one, if this structure changes (merger or acquisition, etc...).

### **3.6 Federation members**

Professional federations or associations gathering several individual companies can either adhere as a collective member, i.e., giving Cetie membership status to the companies represented, or as an individual member.

For professional federations or associations adhering as a collective member on behalf of its member companies, the number of annual basic fees due is based on the number of companies participating or liable to participate in Cetie activities as follows:

- 2 companies represented: 2 annual basic fees due
- 3 companies represented: 3 annual basic fees due
- 4 or more companies represented: 4 annual basic fees due.

In each case are considered as Cetie members for participation in Cetie activities and access to the Cetie Extranet, all persons employed directly or mandated by the companies represented and the directly employed staff of the federation or association paying the fee.

For professional federations or associations adhering as an individual member one unit annual fee is due.

### **3.7 Multinational and holding companies**

For multinational companies, the number of annual unit fees due is to be considered on a case-by-case basis with the following guidelines:

- For multinational companies operating in the same sector in different countries: 1 unit annual fee due per country participating or liable to participate in Cetie activities.
- For multinational companies operating in different packaging segments: 1 unit annual fee due per segment (glass, PET, ...) and per country participating or liable to participate in Cetie activities.

### **3.8 Individual company**

A unit annual fee is due for simple companies, which do not apply for several countries (as for §3.7).

### **3.9 Honorary membership (article 4 of Cetie Statutes)**

The Board of Directors may confer the title of Honorary Member on all persons who provide or have provided Cetie with recognised services. This title confers the right to

- attend the General Assembly,
- participate in the working groups,

without, however, being either entitled to vote or to stand for election, and without their having to pay membership fees.

## **4 OWNERSHIP AND LICENSE**

Unless otherwise agreed in writing, all materials shared through the Cetie membership and on the Cetie website are the copyrighted property of Cetie (“CETIE Content”) and are subject to all applicable copyright protection<sup>(\*)</sup>. No document may be published in their entirety, neither distributed, or hosted on a third-party platform or sold, in any way whatsoever.

Cetie content is available to members for personal and non-commercial use. During the term of this Agreement, Cetie grants members a royalty-free, non-exclusive, non-assignable and non-transferable limited license to use the trademarked Cetie name and logo (“Cetie Marks”) for the limited purpose of conveying notice of Cetie membership. Members agree that the Cetie Marks must not be used otherwise without the written consent of Cetie.

Members will use the Cetie Marks in accordance with such reasonable guidelines as provided in writing by Cetie. Members agree to cooperate in facilitating the monitoring and control of the use of Cetie Marks. Nothing in this Agreement, or in a member’s use of Cetie Marks, gives members any right in the Cetie Marks beyond the rights granted in this Agreement. Cetie Marks may not be used in any way as to represent an endorsement or certification by Cetie of any product or service offered by a member and nothing in this Agreement will confer any endorsement or approval of any member’s products of services.

Upon membership termination, members must discontinue all use of Cetie Marks. Cetie has the right to terminate, suspend or withdraw any members license at any time.

<sup>(\*)</sup> The principle of the copyright is defined by the article L. 111-1 of the French code of intellectual property.

## **5 CONFIDENTIALITY**

All Cetie drafts and working documents shared in the Cetie working groups prior to publication are confidential. The member or its experts agree not to disclose any such documents to non-members and agree to maintain the confidentiality of such content.

## **6 WARRANTIES**

All membership benefits and services available to members are provided on an “as is” basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose. Without limiting the above, no warranty or guaranty is given regarding the completeness, accuracy, reliability or quality of any information, content, data, service, advice, or product provided or available to, through Cetie membership. Cetie will not be liable for any failure of services provided but will employ reasonable efforts to correct any disfunctions brought to its attention.

## 7 GENERAL RELEASE

Member will hold harmless Cetie and its officers, directors and staff from and against any and all losses, damages, claims, demands, debts, liabilities and expense arising from any monetary damage or personal injury sustained as a result of or during the use of any member benefits available from Cetie membership. Under no circumstances will Cetie be liable to the Member for indirect, incidental, consequential, special or exemplary damages (even if that member has been advised of the possibility of such damages), arising from any provision of this Agreement.

## 8 NOTICES

All notices and communications required by this Agreement must be in writing and sent by e-mail.

## 9 GOVERNING LAW

This Agreement and all rights and obligations of the parties will be governed by, interpreted, and construed in accordance with the French laws and such law will govern in the event of arbitration.

## 10 RELATED DOCUMENTS

**DT00.20** – Cetie rules of procedure: Development of technical reference documents in Cetie working groups

## 11 Data sheet history

This document replaces the DT00 (2016) – Cetie Rules of procedure, clauses 2 and 3.

First edition: 12/2021

Company Name \_\_\_\_\_

Representant of the Company:

Complete Name \_\_\_\_\_

Function \_\_\_\_\_

Signature \_\_\_\_\_