

The Microfibre Consortium*

*Founded by the Outdoor Industry, executing within Outdoor, Sport, Fashion and Home



Terms and Conditions – Associate Member

Between

The Outdoor Microfibre Consortium Limited, (company number: 11647708) a company organised under the laws of England and Wales whose registered address is 28 Milner Road, Bristol, BS7 9PQ, United Kingdom (hereinafter referred to as 'TMC').

COMPANY NAME, a xx organised under the laws of xx whose principal place of business is at xx (hereinafter referred to as 'Member').

Preamble

The Microfibre Consortium has been founded by the Outdoor Industry, and is executing within outdoor, sport, fashion and home as a response to an industrial need for further research into the area of microfibre pollution, and the associated contributions from the textiles industry during the production and consumer use of apparel.

TMC shall take care of the strategic direction, integrity development, research and product development support towards the reduction of microfibre loss.

Mission

TMC facilitates the development of practical solutions for the textile industry to minimise microfibre release to the environment from textile manufacturing and product life cycle.

Vision

A future with managed microfibre loss from textiles, to the environment.

What We Do

Through collaboration, pooling of resources, and supplier engagement, members have the potential to achieve more knowledge, in a much shorter timescale, to answer the same fundamental questions faced by everyone. TMC presents the opportunity to align as an industry and reduces the possibility of repetition of research, and the associated resource waste.

TMC aims to address the microfibre challenge through activities in strategy, integrity, research, and product development.

Projects and Direction

The projects undertaken by TMC are planned in a 3-year strategy through the framework of the 1) [TMC Big Picture Proposal](#) and 2) Project Roadmap 2019-2021 (location to be added on roadmap completion).

- Project Proposals

- These can be suggested by a Sustaining or Associate member via email microfibreconsortium@biov8tion.com during months 1, 6, 2 & 7 or as applicable throughout the year.
- Project Review
 - A two-level review is undertaken ahead of TMC roadmap confirmation
 - Governing Board level review - undertaken in month 4 and 8
 - Member presentation and feedback – undertaken in month 5 and 10
- Project Confirmation
 - Projects confirmed – in month 6 and 12
 - TMC roadmap updated - shared with Members through DropBox in month 6 and 12
 - Roadmap updated bi-annually

All current projects are communicated on TMC website and can be found [here](#).

Project Funding and Accounting

All projects are funded through TMC funds, and where possible funds match funded by grant opportunities. Funding applications are made on the behalf of the consortium, by the consortium leadership team.

TMC accounts will be shared with TMC Sustaining and Associate members at each face to face meeting. Any successful funding opportunities will be shared at the quarterly meetings along with flagged budgeting risks as applicable.

Membership

The consortium is a membership-based organisation, that recognises its members' involvement within 4 membership tiers.

THE MICROFIBRE CONSORTIUM- Membership Tiers

Membership Type	Sustaining Member	Associate Member	Research Member	Affiliate Member
Who are they?	Board Members	Brands & Retailers	Suppliers & Academia	Discretionary-Associations, Research Orgs
Annual Cost	€15,000	€5,000	Discretionary	By Invitation
Benefits / Value				
STRATEGY				
• Board membership	✓	✗	✗	✗
• Consortium Guidance	✓	✗	✗	✗
• Project vote	✓	✗	✗	✗
• Roadmap (Tier 1)	✓	✓	✓	✓
• Roadmap (Tier 2)	✓	✓	✗	✗
INTEGRITY				
• Consortium Test Method	✓	✓	✓	✗
• Policy (Cross Industry Agreement)	✓	✓	✓	✗
PRODUCT DEVELOPMENT				
• Research (early release)	✓	✓	✓	✗
• Product Development Resources & Tools	✓	✓	✓	✗
• Early concept development access	✓	✓	✓	✗
COMMUNICATION				
• Use of consortium logo	✓	✓	✓	✓
• Access to / inclusion in PR	✓	✓	✓	✓
• Infographic (Tier 2)	✓	✓	✓	✓
• Infographic (Tier 3)	✓	✓	✗	✗
• Quarterly bulletin	✓	✓	✓	✓
• Cross topic collaboration	✓	✓	✓	✓
MEMBER SUPPORT				
• 30 min webinar – getting started	✓	✓	✓	✗
• 60 min/yr. 1:1 member support	✓	✓	✗	✗
• 1-day onsite support	✓	✗	✗	✗

(Figure 1.0)

The Sustaining Member, Associate Member, Research Member and Affiliate Member (together “Members” and each individually a “Member”).

The Sustaining Members shall form the “Governance Board”.

Associate Member

The Associate level membership addresses the needs of the core of our members. This membership tier has been created to give access to key our resources, to enable Member organisations to have a voting position in regards to the direction of work and to give Members an active forum on which to work proactively and collaboratively in this topic field. The Associate level membership has been developed for but is not exclusive to brands and retailers.

What You Get

Direct membership benefits are listed in Figure 1.0. Benefits marked in grey are aspirational benefits that will be delivered once the consortium resources can support them and or knowledge gaps are filled by TMC research.

During the establishment of new projects, TMC together with the Governance Board, will endeavour to construct projects that suitably address the needs of the Members, but also contribute to the wider knowledge base and solution availability, and will identify the most appropriate project partner to fulfil the required task.

TMC through its outreach [Affiliate Members](#), will endeavour to make contact with other research groups carrying out research in the area of microfibre shedding to ensure that new projects undertaken by TMC are complimentary, not repetitive and contribute original knowledge to the area of microfibre shedding.

What We Expect

Member Meeting Attendance

A contact from each Member will be expected to attend these consortium meetings, and when this is not possible, they may either send an agreed representative in their place, or join the meeting via GoToMeeting, or Skype.

Collective decisions taken during those meetings are final, and as outlined above, taken under consensus principleⁱ.

- 2 x In-person meetings
 - Members can choose to attend either ISPO, Munich or London (February)
 - Members can choose to attend either ISPO OutDoor, Munich or London (July)
- 2 x Virtual meetings
 - April
 - September / October
 - As outlined on TMC Organisation Calendar

Funding Endorsements and Involvement

On a case by case basis, members may be asked to write a letter of support, or provide quotes to endorse funding applications, in support of the collective needs of TMC.

TMC Ambassadors

It is expected that TMC members, act as ambassadors for the group at all times. Where applicable resources can be provided and TMC logo used on Members' communications as applicable.

Confidentiality

The work of TMC is conducted in a confidential space and any information exchanged between the individual Members and/or between TMC and individual Members shall be deemed to be confidential.

TMC shall, and shall procure that Members shall, treat the following information as confidential:

- i) Received from TMC and/or Member; and/or
- ii) In relation to this Agreement, TMC and/or any project of TMC; and/or
- iii) All internal TMC documents deemed as confidential will be clearly marked as such and dated.

TMC agrees to, and procures to ensure that Members shall, keep the disclosing party's confidential information strictly confidential and will disclose the disclosing party's confidential information only to those of its employees that need to know it for the purpose of carrying out the work with TMC (provided any employees are made aware of the confidentiality and use restrictions contained in this Agreement).

The recipient party shall not use, nor permit any of its employees to use (including, for the avoidance of doubt, employees of its Group) any of the disclosing party's confidential information for any purpose other than for the purpose of carrying out the work of TMC pursuant to the terms of this Agreement.

TMC shall, and shall procure that the Members shall, only use the confidential information for the work of TMC or to fulfil statutory and/or legal requirements. Confidential information shall not under any circumstances be shared externally or with any third party without written approval by TMC.

TMC must seek approval of the disclosing party of the confidential information prior to agreeing to waive these confidentiality provisions unless:

- (i) information is or becomes generally available to the public other than as a result of a breach of this Agreement or other default;
- (ii) it is independently developed without reference to any of the confidential information received under this Agreement;
- (iii) it was known by the recipient party prior to its disclosure by the disclosing party and was free of any obligation of confidentiality to the disclosing party;

These confidentiality provisions shall last for 2 years after the Termination of this Agreement.

Breach of these confidentiality provision may cause irreparable injury, the amount of which will be impossible to estimate or determine and which cannot be adequately compensated. Therefore, the holder of a claim may be entitled, in addition to all other rights and remedies available under applicable law, to an injunction from any court of competent jurisdiction.

After termination of this Agreement, the terminating party shall return or, at the option of the disclosing party, destroy all written, tangible and electronic forms of the confidential information to the other party.

Intellectual Property

TMC will ensure that a written agreement is made with any potential research partners around the generation of IP. This will be agreed on a case by case basis and is reflected in the terms and conditions for Research Members of TMC. The IP arrangements for each project will be decided and agreed upon between the Governance Board, and the project teams and written into the Project Scope Document associated with each individual project.

TMC acknowledges and agrees that this Agreement does not operate to vest in TMC any right, title or interest to or in the trademarks, the designs of Member product or other Member IP. TMC acknowledges that it does not have any rights whatsoever to use the trademarks, the designs of Member products or any other Member IP or to authorise any third party so to do without the prior written consent of the Member.

Communication

From time to time the Member and/or TMC may wish to make external communications relating to the work of TMC or individual projects including results. All external publications must be approved by the Governance Board by Consensus (defined in footnote i). The Board shall not unreasonably withhold its consent to publication. Withholding is deemed to be reasonable in particular if publication would, in the Governance Boards view:

- i) Prejudice Members' ability to secure registered protection for any intellectual property rights (including, but not limited to patents and/or designs) anywhere in the world;
- ii) Prejudice Members' own research and development projects;
- iii) Prejudice Members' Confidential Information;
- iv) Be detrimental or damaging to the reputation of members, their Group and/or any Members branded products.

All communications that include details of and Member or Members will be available for review a minimum of 7 days before publication. All Members have an 'opt out' opportunity if they wish NOT to be included in any public communication.

Members are permitted to use press releases and public communications created by TMC on the understanding that they are used in their final format, and no further changes are made before re-publication.

Members are permitted to create their own press releases and public communications around the activities of the TMC without prior approval by the TMC, on the understanding that they represent the TMC, and the work undertaken by the TMC is represented as factually as possible and comply with the terms of this Agreement. Additional resources can be provided by the TMC management where applicable.

Where Members communicate publicly about TMC, it is asked that this is done using the official introduction to TMC, where applicableⁱⁱ.

Where an announcement is required by law or any governmental or regulatory authority or by any court or other authority of competent jurisdiction, TMC or Member required to make the announcement shall promptly notify the TMC. TMC and/or member concerned shall make all reasonable attempts to agree the contents of the announcement with the Governance Board before making it.

TMC will not publish or publicly communicate any non-published research findings until such information has been agreed by Governance Board and / or if deemed necessary by the Governance Board the Members to be non-confidential.

What It Costs

Associate Membership fees are €5000/yr.

Joining Procedures

The signing of the T&Cs marks the commencement of membership. Membership fees are due at this point with an invoice raised from TMC directly to the Member organisation.

To expedite membership procedures, it is recommended that new supplier procedures are started ahead of the signing of the T&Cs to ensure that payments are promptly paid within

the invoice terms and conditions. As a non-profit managing funds on an annual basis, late payment of fees due has the potential to jeopardise the delivery of commissioned research.

Duration and Leaving TMC

Following initial sign up, it is expected that Members will commit to a minimum of three years of consortium membership. However, under special circumstances, if the member is unable to honour this commitment, they are expected to give 3 months' notice, ahead of their next annual renew.

TMC management and board will periodically assess the need for further research and review the need for continuation of the consortium.

Miscellaneous

This Agreement shall be governed by and construed according to the laws of the England and Wales, The Parties agree that the (state and federal) courts of England shall have exclusive jurisdiction to resolve any dispute arising out of or in connection with this Agreement.

Membership Confirmation

On signing these T&Cs we agree to support TMC at the Associate Membership Level.

PR <i>I would like to be included in any TMC PR activity</i>	YES / NO (delete as applicable)
Company Logo <i>I agree to my company logo being used publicly as recognition of my membership</i>	YES / NO (delete as applicable)
Company Name	
Name	
Email	
Signature	
Position	
Date	

ⁱ **Consensus** is defined as, at a minimum, “no objections” or as being able to “live with” an outcome, perhaps in light of how it fits into a larger whole. One person or entity may not prevent the larger group from achieving agreement by simply objecting.

When a member disagrees with a consensus proposal, he or she is expected to justify their interest-based objection and is obliged to work constructively and pro-actively to ensure that their interests are met while also allowing the proposal to realise its potential as intended by its proponents.

ⁱⁱ **The Microfibre Consortium*** [Company #11647708] is legally registered in the UK (2018) as a Company Ltd (The Outdoor Microfibre Consortium Ltd) by Guarantee, operating as a non-profit. It works as a brand focused, collaborative approach to address, and align on the emerging need for a better understanding of microfibre pollution. The ultimate aim is to facilitate the development of practical solutions for the textile industry to minimise microfibre release to the environment from textile manufacturing and product lifecycle. It presents the opportunity to align as an industry and reduces the possibility of repetition of the same research by brands, and the associated wasted resource. This collaborative approach allows the research to be more extensive, and to progress to levels of understanding that would be unattainable alone to answer the same fundamental questions.
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