

Green Deal Fair Meter

Parties

1. The Minister of Economic Affairs, Mr H.G.J. Kamp, and the secretary of state for Infrastructure and the Environment, Ms W.J. Mansveld, both acting in their administrative capacity, hereinafter together referred to as: the National Government;
2. Liander NV; legally represented by its director for Infostroom, Mr M.J.W. Kempkes, hereinafter referred to as: Liander;
3. Stedin Netbeheer BV; legally represented by its purchase manager, Mr F. Kemper, hereinafter referred to as Stedin;
4. Waag Society foundation, legally represented by its general director, Ms M. Stikker, hereinafter referred to as: Waag Society;

Hereinafter together referred to as: The Parties

General considerations:

1. In order to retain our prosperity for future generations, it is necessary to enhance the competitiveness of our economy and at the same time reduce the impact on the environment and our dependence on fossil fuels and scarce raw materials.
2. Creativity, entrepreneurship and innovation are essential to make this shift to green growth possible. Companies, citizens and civil society organisations are taking concrete initiatives at full speed towards greening the economy and society as a whole. By means of the Green Deal Approach, the cabinet intends to make full use of this impulse in society towards green growth.
3. Green Deals offer companies, individuals and organisations a low-threshold opportunity to work for green growth together with the government. Initiatives based on the community form the basis for this. In cases where they run into obstacles that the initiators believe can be tackled by the national authorities, the cabinet intends to act to remove or resolve these obstacles with a view to facilitating and accelerating these initiatives. In a Green Deal the parties set down concrete agreements in writing.
4. The results of a Green Deal may be used for other comparable projects, so that follow up can take place and the scope of a Green Deal can be enlarged, without specific support from the National Government being needed.

Specific considerations for the Green Deal Fair Meter:

1. The Green Deal Fair Meter has the aim of developing all aspects of the Fair Meter concept into a business case in which this concept is made operational and showcased in such a way that the envisaged roll out of Fair Meters can take place in good time. Over the course of the project there will be increasing clarity over the extent to which the Fair Meter fits into the envisaged implementation of the smart meter. Any negative impact on the implementation will be prevented.

2. The 1998 Electricity Act and the Gas Act lay down that the smart meter will be offered in a phased way to consumers and small business users. With the smart meter, consumption and meter readings will be able to be read off remotely by energy suppliers and made available individually per customer. The smart meter is one of the improvements towards a more efficient and sustainable energy supply where energy saving becomes more important and decentralised generation of energy by customers will increase sharply. Offering the smart meter links up with the third European energy package that conditionally lays down that by 2020 at least 80% of consumers and small business users will have a smart meter. The plan is to go over to large scale provision of smart meters by distribution network operators in the Netherlands in the middle of 2014, with the aim of offering 100% of households a smart meter by 2020.
3. The distribution network operators and the National Government have set out the role of the distribution network operators in accelerating energy sustainability in the Green Deal of Energy Netherlands with the National Government. In it agreements on investment have been struck, centring on smart grids, energy saving (including smart meters), raw gas/biogas and charge points for electric vehicles.
4. The arrival of the smart meter marks a technological leap forward for the energy system in Europe. Simultaneously it will generate new challenges concerning the electronic equipment needed and the accompanying production processes. At the moment there is no adequate answer to how social problems (working conditions, use of conflict minerals) and ecological problems (waste flows, overuse of scarce resources) will be prevented as a result of our technological progress.
5. On the assumption of a sound knowledge base and innovative capacity, opportunities may be discerned posing new questions and for arriving at new solutions to the social and ecological problems mentioned, in co-creation with consumers, suppliers and the government.
6. There is increasing transparency in the chain across various sectors. In the construction sector, new buildings are increasingly *tagged* to make construction materials traceable and recyclable in the future. In the aviation and automotive industries, material and production transparency has been general practice for years in the interest of safety, liability and recyclability. The electronics sector is still in the early stages of this development. Rapid digitalisation of our society in combination with a level of social awareness that is still low indicates the need for change. The Parties to this Green Deal envisage linking up with social developments, such as the ban on the use of 'conflict resources' in the United States and the initiatives concerning Fair tin, FairPhone and Phoneblock.
7. The Netbeheer Nederland sector association has in the name of the Dutch distribution network operators committed itself in writing to supporting the implementation of this Green Deal. Distribution network operator Enexis has in addition confirmed in writing that it is open to discussions with the aim of possible participation.

Agree to the following:

Article 1 definitions

- Fair Meter: product made of used materials and materials derived from socially responsible sources in a process of socially responsible production; use and introduction of the smart meter in collaboration between purchasers (distribution network operators), suppliers, consumers and small business users with maximum transparency in product manufacture and data management;
- Resources label: indication on the product detailing the materials that have been used and their origin;
- Circularity: method of production and consumption with no or scarcely any residual waste. Used materials and resources form the basis for a new production cycle. Circularity comprises the sequence of re-use, upcycling (greater purity of raw material on re-use), recycling and finally downcycling.
- Data management: the architecture of data exchange and storage.

Input and action by Parties

Article 2. The Green Deal Initiative Fair Meter

1. The Parties subscribe to the aim that the advent of the Fair Meter will contribute *globally* to a better society from a social and ecological point of view. Producers and consumers of this technology will minimise the social and ecological damage over the production chain and where possible restructure in the direction of social and ecological yields.
2. The Parties will to this end draw up a joint plan of execution, in which the main elements for developing the Fair Meter will be made more precise and in which in any event attention will be paid to the greater detailing of:
 - co-creation: innovation within tendering law,
 - transparency: transparency across the chain by means of the resources label,
 - circularity: minimal claim on resources,
 - social responsibility and reciprocity: dealing with working conditions in the chain and the reciprocal relationship with consumers concerning the exchange of data,
 - communication regarding the Fair Meter,
 - mutual division of responsibilities,

This plan of execution will be ready at the latest four months after the signing of this Green Deal.

Article 3. Co-creation

1. The Parties subscribe to the idea that the aim referred to can only be achieved through close cooperation along the chain between consumers, suppliers and producers, knowledge institutions, and the government.
2. The Parties shall each contribute on the basis of their own position to space for co-creation and innovation within the rules in force under tendering law.

Article 4. Transparency

The Parties shall each contribute on the basis of their own position to the initial principle that from 2015 onwards each smart meter will be provided with a 'resources label'.

Input and action by Liander, Stedin and Waag Society

Article 5. Circularity

1. Liander, Stedin and Waag Society each stand guarantee on the basis of their own position to the effect that with every subsequent (cost-based) product development of the smart meter in the chain, circularity will be adhered to as a design principle to the maximum.
2. Liander, Stedin and Waag Society guarantee that the claim on newly exploited resources in new smart meters supplied in 2020 will be minimal. The aim is that by 2020 every new smart meter supplied will be made to more than 98% of used resources and/or materials (designed for re-use).
3. Liander, Stedin and Waag Society will participate in a controlled experiment involving at least 1,000 Fair Meters, in which the circular principle will be worked through. The experiment will showcase the Fair Meter and also serve as foundation and practical interpretation of the plan of execution referred to in Article 1. Liander is taking the initiative on the experiment.

Article 6. Social responsibility and reciprocity

1. Liander, Stedin and Waag Society, together with partners in the chain, will ensure with all work in the chain that agreements regarding the Universal Declaration of Human Rights and the international terms of employment and working conditions treaties, as drawn up by the International Labour Organisation (ILO), are taken into account.
2. Waag Society will take the initiative in making recommendations for improvements in this area, by means of an experiment designed around data management seen from the perspective of consumers and small business users.

Input and action from the National Government;

Article 7. National Government

1. The National Government will facilitate the cooperative process between the Parties.
2. The National Government will strive to remove any regulatory bottlenecks, where necessary and possible, and will seek solutions to remaining bottlenecks within its area of authority.
3. The National Government will ensure link ups to the relevant policy areas, both nationally and internationally, including EU Horizon 2020 and EU Resource Efficiency. The National Government will propagate the concept of a fair meter in relevant forums nationally and internationally, in particular in relation to the experiment mentioned in Article 5.
4. With its experience of public participation, the National Government will facilitate, where necessary and possible, in the still to be elaborated dialogue sessions with stakeholders.
5. The National Government will make its expertise available in working through the details for the Fair Meter tender.

6. The National Government will take the initiative in a process leading to the formulation of a resources label for the Fair Meter. Current developments around giving shape to resources labels will be taken into account as much as possible.

Concluding provisions

Article 8. Implementation in harmony with EU law

The agreements reached in this Green Deal will be implemented in harmony with the law of the European Union, in particular insofar as these agreements fall under the operation of EU rules regarding tendering, competition, state support and technical standards and regulations.

Article 9. Amendments

1. Any Party may in writing request the other Parties to amend the Green Deal. The amendment requires the written assent of all the Parties.
2. The Parties will enter into consultation within six weeks of a Party communicating in writing to the other Parties a desire to do so.
3. The amendment and the declaration of assent will be attached in transcript as annexes to the Green Deal.

Article 10. Workgroup

A workgroup tasked with implementing this Green Deal will be set up within one month of the signing of the Green Deal.

Article 11. Evaluation

1. The Parties will evaluate the implementation and operation of this Green Deal before the end of 2014.
2. More detailed agreements will be arrived at regarding the way in which the evaluation will be carried out in the plan of execution referred to in Article 2.

Article 12. Accession of new parties

1. New parties may accede to this Green Deal.
2. A new party shall make its request known to the Parties in writing. Once all the Parties have assented in writing to the request for accession, the acceding party will receive the status of Party to the Green Deal and the rights and obligations deriving from the Green Deal will apply to this Party where applicable.
3. The request for accession and the declaration of assent will be attached to the Green Deal as annex.

Article 13. Termination

Any Party may terminate this Green Deal in writing (at any time), taking into consideration the period of termination of three months. The Green Deal will in any case be terminated by the Parties if:

- the Fair Meter does not contribute to the putting out to tender, cost efficiency and roll out of the smart meter in the Netherlands,

- insurmountable complications arise in determining the circularity of the Fair Meter,
- a delay arises in the broad scale tendering process and roll out of the smart meter.

Article 14. Compliance

The Parties agree that compliance with the agreements contained in the Green Deal is not legally enforceable.

Article 15. Commencement

1. This Green Deal goes into effect from the day following signature by all the Parties and runs up to the end of 2015.
2. The Parties shall effect the execution of all the agreements mentioned in this Green Deal as soon as possible.
3. At the latest three months before the term of this Green Deal expires, the Parties will look more closely into the modalities of extending the agreements where possible and necessary.

Article 16. Publication

This Green Deal will be made public along with other Green Deals concluded in the Government Gazette and elsewhere, so that others will be made aware of the Green Deals concluded, with the intention of promoting follow up to them.

Thus agreed and signed in duplicate at Amsterdam on 12 November 2013. One original copy of this Green Deal will be kept in the National Archive (Rijksarchief).

Minister of Economic Affairs,

H.G.J. Kamp

Secretary of State for Infrastructure and the Environment,

W.J. Mansveld

Liander NV,

M.J.W. Kempkes (Director Infostroom)

Stedin Netbeheer BV,

F. Kemper (Purchase Manager)

Stichting Waag Society,

M. Stikker (General Director)