



Target Agreement on the Reduction of Food Waste¹ in the Away-from-home Catering Sector

between the Federal Ministry of Food and Agriculture (BMEL) and associations of the catering and hotel sector

Preamble

The reduction targets laid down in the General Agreement on the Reduction of Food Waste², the contributions of the undersigned parties and the details on the organisation and implementation of the arrangements form the basis for this Target Agreement for the away-from-home catering sector.

This Agreement aims to effectively reduce food waste in the German away-from-home catering sector. This is intended to make the use of resources for the production, processing and consumption of food more efficient and sustainable. To achieve this goal, it is imperative that all stakeholders (legislative body/government, economic sector and consumers) contribute actively. The BMEL's engagement is a fundamental element in this regard.

The Dialogue Forum on Food Waste Reduction in the away-from-home catering sector started in 2019 when the conditions for the sector were different. Due to the ongoing pandemic, the entire away-from-home catering sector now faces an exceptional situation with huge economic implications which has to be taken into account for this Target Agreement. As a result of the coronavirus pandemic, restaurants and hotels experienced an unprecedented collapse in turnover in the year 2020 and the first months of 2021. According to the Federal Statistical Office, the real turnover (price-adjusted) of the restaurant and catering sector was 39.0 percent lower than in 2019. Since November 2020, restaurants and hotels have been closed due to lockdown. In the first months of 2021, sales dropped in average by 75 percent per month compared with the same months in the

¹Within the meaning of this Agreement, food waste is food that has become waste along the food supply chain as defined by the Circular Economy Act. This includes food losses that arise after the harvest, e.g. during storage or during transportation, processing and production, and match the definition of waste pursuant to the Waste Framework Directive.

² <https://www.zugutfuerdietonne.de/strategie/>

previous year. In April 2021, there are still no prospects of re-opening.

Within the meaning of this Agreement, food waste is food that has become waste as defined by the Circular Economy Act and matches the definition of waste pursuant to the Waste Framework Directive. In drawing up reduction measures and targets, it should be taken into consideration that part of the food waste is not avoidable. Avoidable food waste includes food which was still fully fit for human consumption at the time of discarding or would have been edible if it had been eaten in time.

Away-from-home catering includes individual and communal catering (Annex I).

Reduction targets

The reduction targets mentioned are based on

- the Goals of the United Nations' Agenda 2030 (SDG 12.3),
- Directive (EU) 2018/851 amending Directive 2008/98/EC on waste (Waste Framework Directive),
- the National Strategy for Food Waste Reduction,
- the General Agreement on the Reduction of Food Waste.

The BMEL and the undersigned associations pursue the common goal of achieving the indicative target applicable throughout the Union of reducing food waste by 30 percent by 2025 and by 50 percent by 2030 in the away-from-home catering sector.

The BMEL specified the year 2015 as the baseline for the mentioned reduction targets. It is the reference year for the reduction of food waste by the year 2030.

A baseline was established for the reference year 2015 on the basis of the data sources available at the time (Thünen Report 71, 2019). The quantities of food waste in Germany identified in the report are an estimate of their order of magnitude. In 2015, the quantity of food waste in the away-from-home catering sector amounted to approximately 1.7 million tonnes of fresh mass. The baseline figures have not been sufficiently substantiated by statistics and shall therefore be improved in the scope of the joint work and data collection activities. The baseline may be revised on the basis of more robust data and target achievement can be monitored consistently.

Measures

The undersigned associations declare their willingness

- to support efforts to get enterprises involved, improve the data basis for the away-from-home sector in order to base the estimate of the order of magnitude as well as the envisaged reduction progress on a more valid data basis,
- to participate to their capabilities in developing an operational framework for good professional

practice³ and to distribute and communicate it upon completion,

- to promote and actively support a neutral structure across associations for the implementation of this Target Agreement,
- through campaigns, public relations work and dissemination of information material,
- to generally encourage its members and the stakeholders in the away-from-home catering sector to actively participate in the implementation of the Target Agreement,
- to call upon its members and encourage them to sign the Target Agreement in their function as enterprise (Annex II),
- to raise consumer awareness and
- to promote to their capabilities increased public acceptance of measures in the away-from-home catering sector in order to reduce food waste,
- to promote the exchange between stakeholders in the away-from-home catering sector to their capabilities and to contribute to effectively disseminating examples of good professional practice,
- if possible for the undersigned association, to support the development of educational or training material on the reduction of food waste for employees working in different sub-sectors of the away-from-home catering sector and to actively promote the use of such material; if possible, this shall include seminar and training offers.

Based on the General Agreement, the BMEL declares its willingness

- to promote a neutral structure across associations for the implementation of this Target Agreement and to support this structure through start-up financing subject to available budgetary funds and without any legal entitlement,
- to initiate a specific away-from home catering campaign as part of the *Too good for the bin* campaign, subject to available budgetary funds and depending on their possibilities, to support the implementation of this Agreement,
- to review statutory provisions with regard to the objectives of this Agreement, insofar as there is an established reason that they contribute to generating food waste or have an adverse impact on the avoidance of food waste,
- to provide possibilities for exchange and dialogue between the stakeholders in the away-from-home catering sector subject to available budgetary funds and without any legal entitlement,
- to strive to facilitate food donations,
- to safeguard the interests of small and medium-sized enterprises,

³ As far as the examination of possible government action to reduce food waste is concerned, Jepsen et al. (2016) “suggested specific measures which are expected to lead to an effective reduction of relevant food waste”. For “collaborative endeavours undertaken by government stakeholders and stakeholders in the private sector in order to reduce waste”, which the voluntary Target Agreement to our dialogue aims at, they suggest “documenting ‘good professional practice’ with respect to waste preventing process control and handling” and “[...] also including typical practical reference values for the respective waste ratios [...]”. This suggestion is, in particular, addressed to the away-from-home catering sector.

- to raise awareness among consumers as part of the *Too good for the bin* campaign, subject to available budgetary funds and in accordance with their capabilities.

Logo and communication documents

The following may be used by the parties who have signed the Target Agreement to clearly demonstrate that they support the objectives of this Agreement:

- the *Too good for the bin* national strategy logo which is registered as word mark and as figurative mark at the German Patent and Trade Mark Office (DPMA) and specific slogans for the away-from-home catering sector
- already prepared communication documents and away-from-home catering guidelines.

By using them, the user undertakes to comply with the existing terms of use and the respective legal provisions in particular relating to competition law, intellectual property rights as well as media and data protection law.

The users are liable for damages caused to the BMEL or third parties as a result of a violation of their statutory or contractual duties.

Implementation and coordination

A neutral structure across associations encourages exchange and dialogue between the stakeholders in the away-from-home catering sector and helps in preparing relevant key figures for the sector. This includes, in particular

- the collection, analysis and processing of data on food waste transmitted by enterprises,
- drawing up targets for the away-from-home catering sector,
- documentation of targets met with regard to the different target groups,
- input for the national report, if applicable, and
- ensuring that implementation and success are monitored on a regular basis to review the effectiveness of this Target Agreement.

The progress and outcomes of this Target Agreement will be reviewed once a year as part of the National Dialogue Forum.

Economic aspects and competition rules

Each signatory to this Target Agreement shall cover the expenses of their own work.

The signatories to this Target Agreement shall act in accordance with competition and anti-trust law as well as data protection law at all times.

Duration of the Agreement; amendments and termination

This Agreement shall apply until 31 December 2030. It shall enter into force on the date of signing. The signatories to the Target Agreement may terminate the Agreement at the end of each calendar year upon provision of three months' notice.

If, after conclusion of the contract, the circumstances which were relevant for determining the content of this Agreement have changed so significantly that a signatory cannot be expected to comply with the original provisions of the Agreement, the signatory may demand that the content be adjusted to the changed circumstances or may terminate the Target Agreement pursuant to the previous sentence in the event that an adjustment is not possible or another party, which has signed the Target Agreement, cannot be expected to comply with the adjusted Agreement and does not consent to adjusting the Agreement.

The right of termination for good cause shall remain unaffected.

Written form

Any amendments or additions to this Agreement shall be made in writing and require the consent of all parties which have signed this Target Agreement. Further parties may enter into the Agreement at a later point in time.

Signatories to the Target Agreement

Berlin, 22/04/2021

Signed by:

Federal Minister Julia Klöckner,
Federal Ministry of Food and Agriculture

Guido Zöllick, President
German Hotel and Restaurants Association (Deutscher Hotel- und Gaststättenverband – DEHOGA)

Sandra Mühlhause, President
System Catering Federation (Bundesverband der Systemgastronomie – BdS)

Richard Beck, President
German Chefs' Association (Verband der Köche Deutschlands e.V. – VKD)

Dr Kiran Virmani, Director
German Society for Nutrition (Deutsche Gesellschaft für Ernährung e.V. – DGE)

Torben Leif Brodersen, General Manager
German Franchise Association (Deutscher Franchiseverband e.V.)

Tanja Söhlbrandt, President
German Federation for Home Economics (Berufsverband Hauswirtschaft)

Monika Bischoff, Chief executive
Association of Ecotrophologists (Berufsverband Oecotrophologie e.V. – VDOE)

Annex I: Away-from-home catering

This categorisation follows the categorisation applied in the report “Food waste in Germany – baseline 2015” (“Lebensmittelabfälle in Deutschland – Baseline 2015”).⁴ Throughout the discussion process it will have to be clarified whether further categories are necessary or specific categories should be further differentiated. Also, the system limits will have to be defined, i.e. clarifying which sub-sectors are categorised as part of the away-from-home catering sector and which ones are not.

Away-from-home catering categories

(Full-service) Restaurants

Fast food restaurants

Pubs/bars (drinking establishments)

Hotels (accommodation sector)

Leisure time

Company canteens/restaurants

Education

Care

Other services

Delivery services

⁴ <https://www.bmel.de/DE/themen/ernaehrung/lebensmittelverschwendung/studie-lebensmittelabfaelle-deutschland.html>

Annex II: Statement of participation for enterprises

Statement made by [name of the enterprise] to support the Target Agreement on the Reduction of Food Waste in the Away-from-home Catering Sector

This Statement is based on the General Agreement on the Reduction of Food Waste and the Target Agreement on the Reduction of Food Waste in the Away-from-home Catering Sector which are both acknowledged by the signatory on behalf of [name of the enterprise]. [Name of the enterprise] supports and actively participates in meeting the targets.

[Name of the enterprise] declares its willingness to meet the following minimum requirements:

1. Regular data collection – measuring, documenting and controlling

Minimum requirements

- 1.1 Determine and document a systematic approach
- 1.2 Identify persons responsible for the entire company and for each business location participating in measuring activities
- 1.3 Continuously apply the same approach over the period of time to permit data comparison
- 1.4 Collect data along the kitchen processes
- 1.5 Length of the measuring period
- 1.6 Collect data on all food waste
- 1.7 Number of measuring periods

Optional

- 1.8 Differentiate by types of meals
- 1.9 For services offered by different sub-sectors: Collected data broken down into settings (see Annex I)
- 1.10 Longer measuring period until measured continuously
- 1.11 Review individual measures or set of measures

Further individual measures

2. Requirements for the data to be collected

Minimum requirements

- 2.1 Weight in measurement unit: tonnes or kilograms of fresh mass/per year and fresh mass grams/meal
- 2.2 Food waste in relation to quantities used
- 2.3 Number of guests/receipts
- 2.4 Number of waste bins per year, information provided by disposal company

Optional

- 2.5 Collect data on food waste broken down according to system of serving meals or components
- 2.6 Monetary key figures (in €)
- 2.7 Collect environmental key figures

Further individual measures

3. Internal measures for process optimization

Minimum requirements

- 3.1 Identify measurement range where food waste arises
- 3.2 Analyse causes and processes which, following measurement, are identified as being relevant in terms of food waste
- 3.3 Develop and implement tailored measures to reduce food waste

Optional measures

- 3.4 Cooperate with service providers/suppliers to reduce food waste
- 3.5 Donate food to third parties

Further individual measures

4. Measures with regard to staff

Minimum requirements

- 4.1 Raise awareness of food waste avoidance among staff and regularly provide information and training on planning and implementation of measuring, development of measures and evaluation
- 4.1 Include staff in activities of planning and implementation of measuring, development of measures and evaluation

Optional

- 4.3 Provide further training opportunities for staff

Further individual measures

5. Customer communication

Minimum requirements

- 5.1 Implement communication measures relating to food waste in online and/or offline communication
- 5.2 Provide information on food waste to contractors and call for support of the Target Agreement

Optional measures

- 5.3 Food waste campaigns
- 5.4 Provide containers to take leftover food home

Further individual measures

6. Public relations

Minimum requirements

- 6.1 Public relations measures through participation in the Target Agreement

Optional measures

- 6.2 Inform the public about outcomes achieved during participation in the Target Agreement
- 6.3 Include participation in Target Agreement and outcomes achieved in sustainability report

Further individual measures

Note:

All requirements for enterprises are described and explained using examples in the explanatory notes to the Statement of participation for enterprises. You can find the explanatory notes to the Statement of participation for enterprises at:

7. Reporting

[Name of the enterprise] hereby agrees to annually provide a report in accordance with the aforementioned provisions.

Information on the recording sheet and the online tools for transmission of the data available to you can be found in the explanatory notes to the Statement of participation for enterprises.

[Link](#)

The deadline for forwarding the data is: DD/MM/JJ

The possibility of third parties taking over the reporting requirements shall be provided for. For more information see the explanatory notes to the Statement of participation for enterprises.

[Link](#)

The Statement becomes legally binding on the date of signing. In the event that substantial amendments are made to the General Agreement or the Target Agreement, [name of the enterprise] shall be informed accordingly. [Name of the enterprise] may terminate the statement of support by giving three months' prior written notice.