



VALERIA RESTUCCIA*

THE NETWORK CONTRACT AS A TOOL TO FOSTER THE CREATION OF “SUSTAINABLE” PRODUCTS AND SERVICES. SOME CONSIDERATIONS

SUMMARY: 1. Introduction. – 2. Environmental Protection in International, European and Italian Legal System. – 3. The “Green Network Contract”. – 4. The Network Contract as a Tool for Promoting “Green Reputation” in the Corporate Sector: Eco-Labeling and the Ecolabel System. – 5. The Network Contract as a Means to Combat the “Greenwashing Phenomenon”. – 6. Concluding Remarks.

1. *Introduction*

With the transition from a “linear” to a “circular” economy¹, conceived to be able to regenerate itself and to allow savings in materials and energy, companies must move towards a “circular business” process, required by the new “industry 4.0”², aimed at pushing

* Research fellow at Department of Political and Legal Sciences – University of Messina.

¹ The circular economy is a model of production and consumption, which involves sharing, leasing, reusing, repairing, refurbishing and recycling existing materials and products as long as possible. In this way, the life cycle of products is extended. In practice, it implies reducing waste to a minimum. When a product reaches the end of its life, its materials are kept within the economy wherever possible thanks to recycling. These can be productively used again and again, thereby creating further value. This is a departure from the traditional, “linear” economic model, which is based on a take-make-consume-throw away pattern. This model relies on large quantities of cheap, easily accessible materials and energy.

² “Fourth Industrial Revolution” or “Industry 4.0” is a neologism describing rapid technological advancement in the 21st century. It follows the Third Industrial Revolution (the “Information Age”). The term was popularised in 2016 by Klaus Schwab, the World Economic Forum founder and executive chairman, who asserts that these developments represent a significant shift in industrial capitalism. A part of this phase of industrial change is the joining of technologies like artificial intelligence, gene editing, to advanced robotics that blur the lines between the physical, digital and biological worlds. Throughout this, fundamental shifts are taking place in how the global production and supply network operates through ongoing automation of traditional manufacturing and industrial practices, using modern smart technology, large-scale machine-to-machine communication (M2M), and the internet of things (IoT). This integration results in increasing automation, improving communication and self-monitoring, and the use of smart machine that can analyse and diagnose issues without the need for human intervention. It also represents a social, political and economic shift from the digital age of the late 1990s and early 2000s to an era of embedded connectivity distinguished by the ubiquity of technology in society that changes the ways humans experience and know the world around them. It posits

market demand towards less use of non renewable resources, while at the same time reducing the quantity of waste produced. In this regard, we speak of "corporate sustainability"³ in order to indicate the concrete commitment by a company to create a business model that is suitable not only to allow it to sustain itself but which is also attentive to the environmental⁴ and social well-being.

This concept finds its basis in the expression Corporate Social Responsibility (CSR), introduced by the EU Commission in the 2001 Green Paper⁵, as a European document in which it is defined as «The voluntary integration of companies' social and ecological concerns in their commercial operations and in their relationship with interested parties».

Although this European document does not have binding force like Treaties or other European sources, it has significantly influenced the "ecological choices" of companies in Italy and other EU countries, due to the transfer of national sovereignty to the European Union.

Most of the ecological principles present within the Italian legal system (first of all, that of "sustainable development", as development capable of meeting the needs of the present generation without compromising those of the future generation) appear to be, in fact, of European origin⁶.

Recently, following the 2030 Agenda for Sustainable Development⁷, and also as an action program aimed at promoting the well-being of people and the protection of the

that we have created and are entering an augmented social reality compared to just the natural senses and industrial ability of humans alone. The Fourth Industrial Revolution is sometimes expected to mark the beginning of an imagination age, where creativity and imagination become the primary drivers of economic value. In these terms, K. SCHWAB, *The Fourth Industrial Revolution*, in *Foreign Affairs*, 2015, p. 21.

³ J. STONER, J. WONKER, *Management Education for Global Sustainability*, in *LAP Verma*, Charlotte, N.C., 2011, pp. 175-206.

⁴ The best-known definition of environment is the one according to which we mean the habitat in which the existence of living organisms occurs, suitable for guaranteeing human health not only of the individual understood as a single person, but as a member of the community. Historically, a first attempt at a definition in this sense was made by Galileo Galilei in 1673, stating that the environment is the space that surrounds man. In this sense G. MORANO, *Public Administrations and Green Institutes*, Rome, 2016, p. 15.

⁵ Green Paper, European Framework for Corporate Social Responsibility, Brussels, 18 July 2001, COM (2001) 366 final. This Green Paper aims to launch a wide debate on how the European Union could promote corporate social responsibility at both the European and International level, in particular on how to make the most of existing experiences, to encourage the development of innovative practices, to bring greater transparency and to increase the reliability of evaluation and validation. It suggests an approach based on the deepening of partnerships in which all actors have an active role to play.

⁶ The principle of sustainable development finds its best-known definition in the 1987 Report of the World Commission on Environment and Development (the so-called Brundtland Report). This document, commissioned by the United Nations under the title «Our Common Future» is indicated, most of the time, with the name of the GRO HARLEM BRUNDTLAND coordinator who, at the time, chaired the Commission.

⁷ The UN Agenda 2030 for Sustainable Development is an action plan for people, the planet and prosperity. Signed on 25 September 2015 by the governments of the 193 member countries of the United Nations, and approved by the UN General Assembly, the Agenda sets out 17 «Sustainable Development Goals» (SDGs), which are part of a broader program of action consisting of 169 associated targets to be achieved in the environmental, economic, social and institutional domains by 2030. This program does not solve all the problems but represents a good common basis to build a different world and offer everyone the chance to live in an environmentally, socially, economically and socially sustainable world. The objectives set for sustainable development have a global validity, concern and involve all countries and components of society, from private companies to the public sector, from civil society to information and culture operators. The 17 SDGs refer to a set of important development issues that take account of the three dimensions of sustainable development-economic, social and ecological in a balanced way and aim to end poverty, fight against inequality, tackle climate change, and build peaceful societies that respect human rights.

planet, and its 17 objectives to be achieved, companies, together with institutions, organizations and individuals, are called to make their contribution towards pursuing a sustainable policy (as much as possible).

The parameters that a company must take into consideration to implement “sustainable strategies” are contained in the acronym ESG (Environmental, Social and Governance)⁸ and take into account the company’s purpose of safeguarding the environment with the ability to adapt to the social context in which the same works. More specifically, a company is sustainable when it is able to reduce polluting emissions, use renewable energy, reduce environmental impact, lessen the consumption of water (and the planet’s other resources) and carefully dispose of waste by adopting “circular economy” solutions.

So, the objective of this work paper is to verify whether (at least from a theoretical and therefore abstract point of view) network bargaining, as an agreement to allow two or more companies to undertake a collaboration base on a common program with the aim of increasing their competitiveness on the market, as the main form of corporate cooperation, represents a tool which companies can use to pursue the aforementioned “environmental sustainability” objectives.

More specifically, we refer to “environmental sustainability”⁹ for that process of change such that the exploitation of resources, the direction of investment, the orientation of technological development and institutional changes are made consistent with the needs relating to the present and future generations.

2. *Environmental Protection in International, European and Italian Legal Systems*

Environmental protection is a topic that has assumed a central role in the international and European panorama and, in recent years, also in the Italian legal system¹⁰. At an international level, the first regulatory act that took environmental issues into consideration was represented by the Stockholm Declaration of 1972¹¹ as a European act which, although not endowed with binding force (since not contained within any international treaty) established important principles on the subject. More specifically, principle no. 21, which combines the sovereign right of States to exploit their resources with the obligation not to cause damage to the environment and to guarantee every person to live in a dignified habitat with the duty to improve and protect it for the benefit of generations present and future

⁸ J. MAXWELL, *Esg Metrics and Strategies for Corporate Sustainability*, in *ESG series books*, 2023.

⁹ Environmental sustainability refers to the responsible management of natural resources to full current needs without compromising the ability of future generations to meet theirs. It aims to balance ecological, economic and social goals, such as reducing carbon emissions, promoting renewable Energy and ensuring equitable resource access. For a comment, V. TAURINGANA, O. MOSES, *Environmental Sustainability and Agenda 2030: Efforts, Progress and Prospects*, Bingley, 2022, pp. 11-15.

¹⁰ D. CHEN, M. IBRAHIM, S.S. IBRAHIM, Y. YANG, H.A. DANJAJI, T. MUAZU, *Environmental Protection Policy and the Emergence of New Diseases: a Global Empirical Analysis of the Pre- and Post- Industrial Era*, in *Agricultural Science Digest*, 2024, pp. 43-48.

¹¹ Declaration of the United Nations Conference on the Human Environment, 1972. At the Stockholm Conference, for the first time, a reference was made to the fact that, in order to improve living conditions for as long as possible, it is necessary to safeguard natural resources through collaboration at an international level. More specifically, in Stockholm the emphasis was placed on the solution of environmental problems, without, however, neglecting the social, economic and development aspects.

and n. 24 which invites States to resolve international problems concerning the protection and improvement of the environment, in a spirit of cooperation.

Dealing with the European context, however, it is with the Treaty of Amsterdam (1st of May 1999)¹² as a European document where the ecological issues acquired the *status* of «fundamental European principle». More specifically, art. 2 establishes among Europe's tasks that of promoting «a high level of environmental protection and its improvement»¹³. A further and significant evolution of the European Union regulations for the protection of the environment occurred with the TFEU, i.e. the Treaty on the system of the European Union¹⁴, which, in art. 11, targets Europe objectives concerning the protection and improvement of environmental quality and, consequently, the protection of human health¹⁵. Further references to "green" issues are also contained in the TEU, i.e. the Treaty on European Union¹⁶ (art. 3 refers to the principle of "sustainable development")¹⁷ and in the Charter of Fundamental Rights of the European Union¹⁸, while the protection and improvement of the environment are included in the primary policies of the European Union (art. 37)¹⁹.

In the Italian legal system, environmental protection was, for the first time, taken into consideration by regulatory provision n. 152 of 2006 (so-called Environmental Code)²⁰, which is characterized by having implemented, at an Italian level, the ecological principles and requests coming from international and European sources. This act having the force of law, adopted by the Government subject to an enabling law adopted by Parliament, contains, in fact, numerous principles. These include; "the polluter pays" (art. 3)²¹, which attributes responsibility for environmental damage to the person who caused the harmful

¹² Treaty of Amsterdam, 1st of May 1999, in *G.U.C.E.*, 10 November 1997, C 340-7.

¹³ In particular, Article 2 identifies, among the tasks of the Community, that of promoting «a high level of protection of the environment and its improvement», recognizing its dignity as a fundamental European principle.

¹⁴ TFEU, in *G.U.U.E.*, 26 October 2012, C 326-47.

¹⁵ Article 11 of the Treaty, in fact, establishes that «the needs connected with the protection of the environment must be integrated into the definition and implementation of the policies and actions of the Union, in particular with a view to promoting sustainable development», and provides the objectives, principles and criteria to be followed such as, for example, the safeguarding, protection and improvement of environmental quality, the protection of human health and the methods of use of natural resources. For this purpose, among others, the principle of attribution comes into play, as the environment is a matter of European competence; the principle of subsidiarity, which requires that actions be carried out at the most appropriate territorial level, the principle of proximity and self-sufficiency and the principle of integration.

¹⁶ TEU, in *G.U.U.E.*, 26 October 2012, C 326-47.

¹⁷ In more detail, Article 3 of the EU Treaty states that the Union «strives for the sustainable development of Europe, based on balanced economic growth (...) and on a high level of protection and improvement of the quality of the environment».

¹⁸ Charter of Fundamental Rights of the European Union, in *Official Journal of the European Communities*, 18 December 2000, 2000/C 364/01.

¹⁹ Article 37 of the Charter of Fundamental Rights of the European Union provides that «a high level of protection of the environment and the improvement of its quality must be integrated into the policies of the Union and guaranteed in accordance with the principle of sustainable development».

²⁰ Legislative Decree no. 152 of 2006, *Suppl. Ord.*, no. 96 of 2006.

²¹ On the topic, by way of example, see V. CORRIERO, *The Principle of "the Polluter Pays"*, in M. PENNASILICO (ed.), *Manual of Civil Law of the Environment*, Naples, 2014, pp. 269-278, according to which the principle in question does not only intervene to sanction behavior that contrasts with environmental regulations, but mainly sets itself the objective of ensuring that members adopt a responsible attitude towards the environmental reality in which their lives take place; M. MELI, *The Community Principle "the Polluter Pays"*, Milan, 1996, pp. 44-59.

event by violating the legislation protecting the environmental good, and that of “sustainable development” (art. 3) which identifies a development capable of satisfying the needs of the current generation without, however, compromising the needs of the future one.

In order to implement the objectives of “sustainable development”²², as a development to satisfy the needs of the present generation without compromising those of future generations, the “functionalisation” of all activities (public or private) and the “identification” of a balance between resources to be saved and transmitted, in such a way that in the dynamics of production and consumption «the principle of solidarity is also inserted to safeguard and improve the quality of the environment also in the future» (art. 3 *quater*, paragraph 3, environmental code).

Only recently, i.e. with constitutional law n. 1 of 2022 (which reformed articles 9 and 41 of the Constitution)²³, environmental protection was instead included among the fundamental principles of our Constitution. More specifically, this law added a new paragraph to art. 9 of the Constitution, thus attributing to the Republic the task of promoting and protecting the environment with a so-called purpose “intergenerational”, in line with as has already been established in art. 3 of the regulatory provision n. 152 of 2006 (Environmental Code)²⁴.

The 2022 reform also modified art. 41 of the Constitution (dedicated to «economic relations») within which it was established that free private economic initiative cannot be carried out in conflict with social utility or in such a way as to cause damage to health, the environment, as well as to security, freedom and human dignity. Alongside this “negative limit” of private economic activity, the third paragraph of the same provision establishes that it must also pursue “environmental goals”, in addition to those of an economic nature²⁵.

²² M. PENNASILICO, *Sviluppo sostenibile e “contratto ecologico”: un altro modo di soddisfare i bisogni*, in *Rassegna di Diritto Civile*, 4, 2016, p. 1293.

²³ Constitutional law no. 1 of 2022, G.U. Serie Generale, no. 44 of 22th February 2022.

²⁴ More specifically, the new formulation of Article 9 of the Constitution establishes, on the one hand, the “promotion” of the development of culture and scientific research (together with the protection of the landscape and artistic heritage) and on the other, on a conservative basis, the “protection” of the environment, biodiversity and ecosystems, instead delegating «the ways and forms of animal protection» to State law. On the basis of what is established by this provision, the protection of animals does not appear to be a principle comparable to the protection of the environment. The constitutional legislator, in fact, does not make it the object of direct protection, but entrusts it to the legislator. In this sense, therefore, the so-called imprint emerges “anthropocentric” nature of the aforementioned constitutional revision, as animals are protected according to human interests. In these terms, R. BIFULCO, *Very First Reflections around the L. Const. 1/2022 on Environmental Protection*, in *Federalism.it.*, 2022, p. 6.

²⁵ The new formulation of article 41 of the Constitution has raised the question of the possible modification of the corporate purpose, to be understood no longer only as the maximization of profit but, also, inclusive of the principles of sustainability and corporate social responsibility. Although this approach seems to be contradicted by the fact that the reference to «social utility», already present in article 41 before the reform, has never given rise to exclusive readings of the business purpose, there is no doubt that the new provision allows the legislator to impose on private individuals an internalization of environmental needs in the business context. With the consequence that companies, in order to prevent and/or reduce the damage caused to the environment by their activities or to place eco-sustainable products and services on the market, are required to bear significant “environmental costs”. In this sense, A. MOLITERNI, *The Transition to the Green Economy and the Role of Public Authorities*, in ROSSI G., MONTEDURO M. (ed.), *The Environment for Development. Legal and Economic Profiles*, Turin, 2020, pp. 51-65.

3. The “Green Network Contract”

Given the role played by environmental protection at an international, European and Italian level, companies are also influenced in their choices by corporate sustainability objectives²⁶. In order to encourage forms of aggregation that help companies to grow and innovate in the creation of products and services that are as sustainable as possible and in line with the 10th of February 2009, n. 33²⁷ as an act having the force of law issued by the government on the basis of a parliamentary enabling law which governs the network contract²⁸.

Through this contractual agreement, companies can enhance their innovative capacity and market competitiveness, committing themselves to collaboration, information exchange, and joint execution of industrial, commercial, technical, or technological activities²⁹. More specifically, the stipulating companies, after having prepared a “network program”, i.e. a general action plan aimed at increasing their innovative and competitive capacity (so-called static phase of the legal act), give concrete execution to the activities provided therein (so-called dynamic phase of the relationship)³⁰.

The network contract³¹ which must be noted in the business register in which each participating company is registered, may optionally provide for the establishment of an equity fund and the appointment of a common body. Their task is «managing, in the name and on behalf of the participants, the execution of the contract or individual parts / phases of the same».

Network bargaining is, therefore, a valid tool for all (or almost all) forms of collaboration between companies, including those with environmental objectives³². The transition from a “linear” to a “circular” economy, conceived to be able to regenerate itself and to allow savings in materials and energy, has favored the birth of “environmental network con-

²⁶ See, *ex multis*, A. FALZEA, *Il diritto europeo dei contratti d'impresa*, in *Rivista di Diritto Civile*, 2005, pp. 43-49.

²⁷ Legislative Decree of 10 February 2009, n. 5 in the Official Gazette, General Series, n. 34 of 11 February 2009, coordinated with the conversion law of 9 April 2009, n. 33, containing «Urgent measures to support industrial sectors in crisis» (as well as provisions on dairy production materials and debt installments in the dairy sector), in the Official Gazette, General Series, n. 85 of 11 April 2009.

²⁸ E. BRIGANTI, *La nuova legge sui “contratti di rete” tra le imprese: osservazioni e spunti*, in *Notariato*, 2010, pp. 30-36; R.M. BUXAUM, *Is “Network” a Legal Concept?*, in *Journal of Institutional and Theoretical Economics*, 1993, pp. 698-702.

²⁹ L. BERNSTEIN, *Beyond Relational Contracts: Social Capital and Network Governance in Procurement Contract*, in *Journal of Legal Analysis*, 2015, pp. 4-11; M. BIANCA, *Il regime patrimoniale della rete*, in F. BRIOLINI, L. CAROTA, M. GAMBINO (a cura di) *Il contratto di rete*, Napoli, 2013, pp. 25-46; V. MOSCATELLI, *Note sulla disciplina dei “contratti di rete”*, in *Vita Notarile*, 2, 2010, pp. 10-38.

³⁰ The network contract therefore represents an extremely flexible instrument of inter-company cooperation, which allows aggregated companies, even if geographically distant from each other, to share knowledge and skills suitable for achieving economic advantages and to carry out all those activities that individually they would not have been capable of carrying out, both for technical and economic reasons. In these terms, L. DI SALVATORE, *The Regeneration of Internal Areas for the Creation of an Ecological Transition. Business Networks, Forests and Green Jobs*, in *Diritto delle relazioni industriali*, 4, 2022, p. 1049.

³¹ M.F. NEVES, *Marketing and Network Contracts (Agreements)*, in *Journal on Chain and Network Science*, 2003, pp. 6-10.

³² See, *ex multis*, D. GALLO, *Il contratto di rete e l'organo comune: governance e profili di responsabilità*, in *La Responsabilità Civile*, 2012, pp. 11-18; G.D. MOSCO, *Frammenti ricostruttivi sul contratto di rete*, in *Giurisprudenza Commerciale*, 2010, pp. 9-14; A. GENTILI, *Il contratto di rete dopo la l. n. 22 del 2010*, in *I Contratti*, 2009, pp. 52-57.

tracts” which have the objective of improving energy efficiency and environmental sustainability³³. More specifically, from the analysis of the strategic objectives of environmental networks and from the definition of the methods through which the exchange of services and information between “network” companies is carried out, it is possible to identify categories of “green networks”³⁴.

The first, concerns all those activities aimed at improving the energy efficiency of products and processes in light of the discovery of new technologies and the recovery and valorisation of alternative energy sources. The second includes those networks that have the eco-sustainability of the territory as their objective, to be understood as reducing the environmental impact of products and production processes and as carrying out reclamation and recycling activities. The last type of “green networks” is the one that has both purposes³⁵.

4. *The Network Contract as a Tool for Promoting “Green Reputation” in the Corporate Sector: Eco- Labelling and the Ecolabel System*

The network contract, as a suitable tool to encourage forms of cooperation between companies, also interested in satisfying environmental interests, constitutes a means to increase the “environmental reputation” of “network” companies³⁶. The “environmental reputation” can be achieved by companies capable of offering “eco-sustainable” products and services and the most effective means of certifying it is represented by the so-called “eco-labelling”³⁷. This constitutes a quality certificate aimed at making consumers aware of the environmental qualities of the goods they intend to purchase³⁸.

³³ The model of the so-called “linear economy” is based on the typical “extract, produce, use and throw away” scheme and this is due to the availability of large quantities of easily available and low-cost materials and energy. For a comment see, *ex multis*, J.N. ADAMS, R.- BROWNSWORD, *Privity and the Concept of a Network Contract*, Cambridge, 2018, pp. 43-65.

³⁴ J.M. JOHNSTON, B.S. ROMZEK, *Social Welfare Contracts as Networks: the Impact of Network Stability on Management and Performance*, in *Administration & Society- journals.sagepub.com*, 2008, pp. 34-39.

³⁵ D.T. ROGERS, *Environmental Compliance and Sustainability: Global Challenges and Perspectives*, in *Taylor & Francis Ltd*, 2019, p. 32.

³⁶ More specifically, “eco-labelling” represents a simple and reliable means of adequately certifying the environmental reputation of a company. Simple, as the affixing of a mere labeling replaces technical explanations that are difficult to understand; reliable, as these self-certification systems are regulated and managed by control bodies that enjoy the trust of the community, as they are public in nature. In these terms, M. CALABRÒ, *Environmental Quality Certifications of Products as Competitiveness Factors for Made in Italy*, in *the Administrative Court. Tar*, 9, 2009, p. 2639.

³⁷ Of these “environmental labels”, most often issued by public law entities, there are many models and the greater or lesser effectiveness of these mechanisms is dictated by three factors: the first is represented by the degree of scientificity with which the evaluation standards are identified; the second by the third party of the person entrusted with the task of verifying the product; finally, the third, by the diffusion of the label and its recognisability by the average consumer. As regards the last of these factors, four other measurement parameters have been identified: for products, the number of products for which the companies have obtained the brand; for articles, the number of articles marketed under the brand; for businesses, the number of businesses that have obtained the mark; and finally for value, the value of sales of those items. M. CAPUANO, *Il marchio ecologico europeo (Ecolabel)*, in *Diritto Comunitario e degli Scambi Internazionali*, 2002, p. 18.

³⁸ A good reputation constitutes, in fact, a real capital for the organization. The latter depends not only on the value of corporate brands, but also on the quality of relationships with stakeholders. Reputational capital

The rationale underlying the granting of certification regarding the compatibility of the goods and products of the environmental network-engaged company³⁹, in reality, goes beyond the benefits linked to its reputation and is, rather, aimed at pursuing ecological protection objectives through tools different from those traditionally used. At a European level, the certification “Ecolabel”, governed by regulation 1980/2000/EC⁴⁰, takes on particular importance. In order to be able to affix this certification to its product, the company is required to prove the existence of certain requirements based on “ecological criteria” which relate to the entire life cycle of the product, to the pre-production, to the actual production phase and to the marketing of the goods.

However, the complexity of the procedure for acquiring the aforementioned labelling, the temporary duration of the same and the provision of the payment of a sum of money to be paid by the requesting entrepreneur, have led the “network” companies to prefer, rather than the “Ecolabel” system, the labelling governed by the ISO 14020 standards⁴¹.

These standards, in fact, called “Environmental Product Declaration” (DAP), unlike the “Ecolabel” system, are focused in the information relating to the environmental impact of the product to be communicated by the manufacturer themselves and their truthfulness is then certified by specific private bodies⁴².

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therefore allows us to leverage the generative potential of consumer trust in order to increase the wealth of resources over time. The loss of reputation has negative repercussions in terms of trust and loyalty of stakeholders, generating, more often than not, lost revenues and/or increases in company costs. In these terms, R. SOBRERO, *Relationship, Reputation, Resilience for Sustainable Development*, in *biblioteca.miocredito.gov.it*, 2023, p. 1.

³⁹ S. HWANG, S. HO JU, Y. CHOI, *CGGNet: Compiler-Guided Generation Network for Smart Contract Data Augmentation*, in *IEE Xplore Digital Library*, 2024, p. 45.

⁴⁰ Regulation (EC) no. 1980/2000, of the European Parliament and of the Council, of 17 July 2000, relating to the re-examined community system for assigning an eco-label, in OJEU, 21 September 2000. The European certification system does not apply in relation to every product, but only in reference to certain categories of goods which qualify for a particular environmental impact. Among the product groups that benefit from the eco-label are computers, dishwashers, televisions, i.e. all those goods for which long-lasting design, the replacement of individual parts and a high degree of recyclability are expressly referred to among the evaluation criteria.

⁴¹ The ISO 14020 standards, in reality, refer to three different types of environmental product declarations: type I, issued by independent bodies only for products that exceed certain minimum requirements; type II, limited to a self-declaration by the producer regarding the environmental characteristics of its products that it intends to enhance; and, finally, type III which involves verification by an independent body but does not require exceeding a minimum quality threshold, but only compliance with a formal data in the communication of data suitable to facilitate comparison between products.

⁴² The ISO 14020 standards, in reality, refer to three different types of environmental product declarations: type I, issued by independent bodies only for products that exceed certain minimum requirements; type II, limited to a self-declaration by the producer regarding the environmental characteristics of its products that it intends to enhance; and, finally, type III which involves verification by an independent body but does not require exceeding a minimum quality threshold, but only compliance with a formal data in the communication of data suitable to facilitate comparison between products.

⁴² L. QUATTRINI, *Marchi collettivi, di garanzia e di certificazione*, in *Rivista di Diritto Industriale*, 1992, pp. 21-30.

If network bargaining facilitates the possibility for companies to increase their “reputational capacity”, at the same time, it represents a valid aid to counteract the “greenwashing”⁴³. It comes into play when companies use “green claims” that are untrue or unverifiable and such as to induce consumers and investors to purchase “apparently sustainable” products and services while concealing relevant information and data⁴⁴. In addition to creating mistrust in consumers and damaging the credibility of the company that uses it, thus fueling “reputational risk”, greenwashing also has repercussions in relationships between companies. If the “green claims” are not truthfully implemented by professional operators, this may cause prejudice to those competing companies which, otherwise, comply with the sustainability indices and obtain the relevant certifications⁴⁵.

In these terms, the network contract represents an effective tool of “common strategy” to counter those opportunistic behaviors of companies which manifest themselves in the phenomenon of “greenwashing”⁴⁶. In fact, “network” companies, by virtue of the prior functional and economic collaboration agreement, aimed at the marketing of certified products, do not need to resort to lying practices to sponsor their products and services.

5. Concluding Remarks

From the analysis carried out, it has emerged that the network contract represents a useful model for the implementation of “circular economy” projects⁴⁷. This contractual operation therefore allows us to formalize an inter-organizational corporate collaboration whose main characteristics are cooperation between companies, technological innovation, sustainability and efficiency of production processes⁴⁸.

The consequences, on the application level, deriving from the use of the network contract are; the reduction of the costs of supplying raw materials, the promotion and diffusion of technological innovation supporting also the ability of companies to invest in research, development and innovation in the environmental field and the increase in the production of highly “sustainable” goods and services.

In fact, we talk about “sustainable production” in order to indicate that production approach to goods and services that takes into account the environmental, social and economic impact. This new form of doing business (which, as noted, finds its maximum expression in the use of the network contract) aims to find a balance between economic and

⁴³ F. BERTELLI, *I green claims tra diritti del consumatore e tutela della concorrenza*, in *Contratto e Impresa*, 2021, pp. 12-20.

⁴⁴ A. NURSE, *Cleaning up Greenwashing: Corporate Environmental Crime and the Crisis of Capitalism*, in *Lexington Books*, 2024, p. 17.

⁴⁵ T. MILLER, *Greenwashing Culture*, Abingdon-New York, 2017, p. 23.

⁴⁶ S. YUNQING, H. WEN-QUAN, L. WEIJUN, *Customer ESG Performance and Supplier Greenwashing Behaviour: Evidence from China*, in *Applied Economics Letters*, 2025, p. 34.

⁴⁷ It is worth remembering that, in March 2020, the European Commission presented the «Action Plan for the Circular Economy» in www.un.org/sustainabledevelopment/sustainable-consumption-production/, which includes concrete proposals for design of more sustainable products, for the reduction of waste and for making citizens responsible for protecting the environment in the so-called: “fourth industrial phase”.

⁴⁸ R. GOODLAND, *The Concept of Environmental Sustainability*, in *Annual Review of Ecology and Systematic*, 1995, pp. 10-43.

social needs and the protection of the environment, guaranteeing the availability of resources for present and future generations⁴⁹.

⁴⁹ D.K. ANTON- D.L. SHELTON, *Environmental Protection and Human Rights*, in *books.google.com*, 2011, p. 33.