

## AGREEMENT

### on the Transboundary Shipment of Waste Destined for Recovery

concluded in accordance with Article 18 of Regulation (EU) 2024/1157 of the European Parliament and of the Council

concluded on ..... in ..... between:

....., having its registered office  
at ....., VAT/Tax  
Identification No. ...., represented  
by .....,

hereinafter referred to as the "**Notifier**",

and

....., having its registered office  
at ....., VAT/Tax  
Identification No. ...., represented  
by .....,

hereinafter referred to as the "**Consignee**",

and, where the Consignee is not the recovery facility,

....., having its registered office  
at ....., VAT/Tax  
Identification No. ...., represented  
by .....,

hereinafter referred to as the "**Recovery Facility**".

The Notifier, the Consignee and the Recovery Facility are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

### Preamble

The Parties enter into this Agreement to define the terms of their cooperation in connection with the transboundary shipment of waste destined for recovery.

This Agreement is concluded in accordance with Article 18 of Regulation (EU) 2024/1157 of the European Parliament and of the Council on shipments of waste.

The Parties acknowledge that this Agreement is intended to satisfy the contractual requirements laid down in Article 18 of Regulation (EU) 2024/1157 and to establish their respective rights and obligations concerning the organisation, receipt and recovery of waste.

The Parties shall perform this Agreement in accordance with applicable European Union legislation, the national legislation applicable to the shipment concerned and the principles of environmental protection.

## **Article 1. Subject Matter of the Agreement**

1. The purpose of this Agreement is to define the rights and obligations of the Parties in connection with the transboundary shipment of waste destined for recovery.
2. This Agreement shall apply to all waste shipments carried out between the Parties during its term unless otherwise agreed in relation to a specific shipment.
3. The detailed conditions applicable to each individual shipment may be specified in the documentation relating to that shipment, including in particular:
  - the information document required by applicable legislation;
  - transport documents;
  - transport orders;
  - or any other documentation agreed by the Parties.
4. Such documentation may specify in particular:
  - a) the waste description and waste code;
  - b) the quantity of waste;
  - c) the place of loading;
  - d) the place of destination;
  - e) the intended recovery operation;
  - f) the carrier's details;
  - g) the planned shipment date;
  - h) the planned transport route, where applicable.
5. This Agreement does not replace any document required by applicable legislation in relation to a particular waste shipment.
6. Each Party shall perform this Agreement with due care and diligence so as to ensure the lawful commencement, execution and completion of each waste shipment.

## **Article 2. Representations and Warranties**

1. The Notifier represents and warrants that it holds all authorisations required to organise the transboundary shipment of waste covered by this Agreement.
2. The Consignee represents and warrants that it is authorised to receive the waste covered by this Agreement and to manage such waste in accordance with applicable legislation.

3. Where a separate Recovery Facility participates in the performance of this Agreement, it represents and warrants that it holds all permits, licences, registrations and other authorisations required to carry out the relevant recovery operation.
4. Each Party represents that all information provided to the other Parties in connection with this Agreement shall be accurate and complete to the best of its knowledge.
5. Each Party shall promptly notify the other Parties of any circumstance that may affect the lawful performance of this Agreement, including in particular:
  - a) the suspension, withdrawal, expiry or amendment of any required permit or authorisation;
  - b) removal from any register required by law;
  - c) changes to company registration or contact details;
  - d) administrative proceedings that may affect the Party's ability to perform this Agreement;
  - e) loss of the ability to receive or recover the waste;
  - f) any other circumstance likely to prevent or hinder the lawful completion of a shipment.

### **Article 3. Obligations of the Notifier**

1. The Notifier shall organise each waste shipment in accordance with Regulation (EU) 2024/1157 and all other legislation applicable to the shipment concerned.
2. The Notifier shall prepare, or ensure the preparation of, all documentation required for the commencement and execution of the shipment where such obligation rests with the Notifier under applicable legislation or the arrangements between the Parties.
3. The Notifier shall provide the Consignee and, where applicable, the Recovery Facility with all information necessary for the proper receipt and recovery of the waste.
4. Where required under applicable legislation or the Parties' arrangements, the Notifier shall verify that the carrier holds all permits and authorisations required to transport the waste through the countries concerned.
5. The Notifier shall promptly inform the other Parties of any circumstance that may prevent or hinder the lawful commencement, execution or completion of the shipment.
6. The Notifier shall fulfil all obligations arising from Article 18 of Regulation (EU) 2024/1157 and any other applicable legislation.
7. The Notifier shall retain the shipment documentation for the period required under applicable legislation.

### **Article 4. Obligations of the Consignee**

1. The Consignee shall accept the waste covered by this Agreement, provided that the shipment has been organised in accordance with applicable legislation and the arrangements made between the Parties.

2. The Consignee shall ensure that the waste is transferred for recovery in accordance with applicable legislation unless the Consignee carries out the recovery operation itself.
3. The Consignee shall provide the Notifier with all information reasonably required for the preparation of documents relating to the shipment.
4. The Consignee shall promptly notify the Notifier and, where applicable, the Recovery Facility of any circumstance that may prevent:

- a) acceptance of the waste;
- b) transfer of the waste for recovery;
- c) completion of the recovery operation.

5. If the Consignee determines that the waste delivered does not correspond to the accompanying shipment documentation or cannot be accepted in accordance with applicable legislation, the Consignee shall immediately notify the Notifier.

6. Such notification should specify, where reasonably possible:

- a) the reasons for refusing acceptance of the waste;
- b) the shipment concerned;
- c) any proposed corrective measures or alternative arrangements.

7. The Consignee shall cooperate with the Notifier, the Recovery Facility and the competent authorities to ensure the lawful completion of the shipment.

#### **Article 5. Obligations of the Recovery Facility**

1. This Article shall apply only where the Recovery Facility is a separate entity from the Consignee.
2. The Recovery Facility shall receive the waste covered by this Agreement and carry out the recovery operation in accordance with its permits, licences and all applicable legislation.
3. The Recovery Facility shall promptly notify the Notifier and the Consignee of any circumstance that may prevent or delay:

- a) acceptance of the waste;
- b) commencement of the recovery operation;
- c) completion of the recovery operation.

4. Where the Recovery Facility loses any required authorisation, temporarily suspends waste acceptance or otherwise becomes unable to carry out the recovery operation, it shall immediately notify the Notifier and the Consignee.

5. The Recovery Facility shall cooperate with the Notifier, the Consignee and the competent authorities to ensure compliance with applicable legislation governing the shipment.

#### **Article 6. Documentation and Exchange of Information**

1. Each Party shall prepare, sign, submit, retain and make available all documents required by applicable legislation to the extent that such obligation applies to that Party.
2. Each Party shall be responsible for the accuracy and completeness of the information and documentation prepared or supplied by that Party.
3. The Parties shall exchange information in sufficient time to enable the lawful preparation, commencement, execution and completion of each shipment.
4. The Parties shall promptly notify one another of any circumstance that may affect a shipment, including in particular:
  - a) detention of the shipment by a competent authority;
  - b) refusal to accept the waste;
  - c) discrepancies in the shipment documentation;
  - d) amendments to information contained in the shipment documents;
  - e) suspension, withdrawal or amendment of permits or registrations;
  - f) breakdowns or operational interruptions affecting the Recovery Facility;
  - g) any decision issued by a competent authority that may affect the shipment.
5. Where applicable legislation requires information to be submitted through an electronic system or platform, the Parties shall cooperate in order to ensure timely and accurate submission.
6. Each Party shall designate a contact person responsible for the day-to-day implementation of this Agreement and shall promptly notify the other Parties of any change to that person's contact details.

#### **Article 7. Failure to Complete the Shipment**

1. Where a shipment cannot be completed as originally planned or in accordance with applicable legislation, the Parties shall immediately cooperate in order to determine the reasons for such situation and identify the most appropriate lawful solution.
2. The Party first becoming aware of any circumstance likely to prevent completion of the shipment shall immediately notify the other Parties.
3. Such notification should, where reasonably possible, include:
  - a) a description of the circumstances;

- b) the date on which they were identified;
  - c) identification of the shipment concerned;
  - d) the expected consequences for the shipment;
  - e) any proposed corrective actions.
4. The Parties shall cooperate with the competent authorities and comply with all lawful instructions and decisions relating to the shipment.
  5. The Notifier shall perform all obligations imposed by Regulation (EU) 2024/1157. The Consignee and the Recovery Facility shall provide the Notifier with all reasonable assistance, information and documentation necessary to enable compliance with such obligations.
  6. Where the inability to complete the shipment results from the act or omission of one of the Parties, that Party shall cooperate in eliminating the cause of the problem and mitigating its consequences.
  7. The Parties shall take all reasonable steps to minimise environmental risks and reduce the operational and financial consequences arising from such circumstances.

#### **Article 8. Illegal Shipment of Waste**

1. Where a shipment is determined to constitute an illegal shipment of waste within the meaning of applicable legislation, the Parties shall immediately cooperate in order to fulfil all legal obligations arising from such circumstance.
2. The Notifier shall perform all obligations imposed upon it under Regulation (EU) 2024/1157, including, where applicable, obligations relating to the take-back of the waste, its recovery or other lawful management, where such obligations arise under applicable legislation or a decision of a competent authority.
3. The Consignee and the Recovery Facility shall provide the Notifier with all reasonable assistance required to fulfil the obligations referred to in paragraph 2, including by:
  - a) providing all relevant information and documentation;
  - b) cooperating with the competent authorities;
  - c) facilitating any inspections or other lawful measures required under applicable legislation.
4. Where more than one lawful solution is available under the applicable legislation, the Parties shall cooperate in selecting the solution that best protects the environment while taking account of technical feasibility and proportionality of costs.
5. Nothing in this Agreement shall exclude or limit the statutory liability of any Party arising under applicable legislation.

## **Article 9. Costs**

1. Each Party shall bear the costs arising from the performance of its own obligations under this Agreement and under the applicable legislation.
2. The Notifier shall bear any costs that it is legally required to bear pursuant to Regulation (EU) 2024/1157 or a decision of a competent authority.
3. Where additional costs arise as a direct result of the act or omission of one Party, the remaining Party or Parties shall be entitled to seek reimbursement of such costs in accordance with applicable legislation.
4. Before incurring extraordinary costs, the Parties shall, where reasonably practicable, consult one another with a view to identifying the most appropriate course of action.
5. Nothing in this Article shall prejudice the right of any Party to claim damages or other remedies available under applicable law.

## **Article 10. Term and Termination**

1. This Agreement shall enter into force on the date of its execution by all Parties and shall remain in force for an indefinite period.
2. Either Party may terminate this Agreement by giving ..... days' prior written notice to the other Party or Parties.
3. Termination of this Agreement shall not affect any rights or obligations relating to shipments commenced before the effective date of termination.
4. Termination shall not release any Party from obligations arising under applicable legislation or from obligations that accrued before termination.

## **Article 11. Force Majeure**

1. A Party shall not be liable for failure to perform its obligations under this Agreement where such failure results solely from an event of Force Majeure.
2. For the purposes of this Agreement, **Force Majeure** means any unforeseeable event beyond the reasonable control of the affected Party which could not have been prevented despite exercising due diligence, including, without limitation:
  - a) natural disasters;
  - b) war or armed conflict;
  - c) acts of terrorism;
  - d) nationwide strikes;
  - e) prolonged failure of critical infrastructure;
  - f) any other comparable event beyond the reasonable control of the affected Party.

3. A Party relying on Force Majeure shall notify the other Parties without undue delay and shall take all reasonable measures to minimise the consequences of such event.
4. Upon cessation of the Force Majeure event, the Parties shall resume performance of this Agreement without undue delay, provided that continued performance remains lawful.

#### **Article 12. Confidentiality**

1. Each Party shall keep confidential all commercial, technical and organisational information obtained in connection with the performance of this Agreement where disclosure of such information could adversely affect the legitimate interests of another Party.
2. The confidentiality obligation shall not apply where disclosure is:
  - a) required by applicable legislation;
  - b) required by a competent authority;
  - c) necessary for compliance with Regulation (EU) 2024/1157;
  - d) made with the prior written consent of the Party concerned;
  - e) related to information that is already publicly available, provided such information did not become public through a breach of this Agreement.
3. The obligations set out in this Article shall survive the termination or expiry of this Agreement.

#### **Article 13. Language of Communication**

1. The Parties agree that all day-to-day communication relating to the performance of this Agreement may be conducted in the English language.
2. Documents exchanged between the Parties in connection with individual shipments may be prepared in English unless applicable legislation requires the use of another language.
3. Where translation of any document is required by a competent authority, the Party responsible for providing such document shall ensure that the translation complies with the applicable legal requirements.

#### **Article 14. Electronic Notices**

1. Unless mandatory provisions of law require another form, any notice, request, confirmation or other communication relating to this Agreement may be transmitted by electronic mail.
2. A notice sent by e-mail shall be deemed delivered on the date of transmission, provided that the sender does not receive an automated notification that the message could not be delivered.
3. Each Party shall promptly notify the other Parties of any change to its contact details.

## Article 15. Final Provisions

1. Any matter not expressly governed by this Agreement shall be governed by Regulation (EU) 2024/1157, other applicable legislation of the European Union and the national legislation applicable to the shipment concerned.
2. Any amendment to this Agreement shall be made in writing or in any other form permitted under applicable legislation.
3. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall replace the invalid provision with one that most closely reflects its original legal and commercial purpose.
4. The Parties shall use their best efforts to resolve amicably any dispute arising out of or in connection with this Agreement.
5. If no amicable settlement can be reached, disputes shall be submitted to the competent court of ..... unless the Parties agree otherwise.
6. This Agreement is executed in ..... originals, each Party receiving ..... original(s).
7. Where this Agreement is executed in more than one language, the **English version shall prevail** in the event of any discrepancy or inconsistency between the language versions.

## **Signatures**

### **NOTIFIER**

Company:

.....

Authorised Representative:

.....

Position:

.....

Date and Signature:

.....

### **CONSIGNEE**

Company:

.....

Authorised Representative:

.....

Position:

.....

Date and Signature:

.....

### **RECOVERY FACILITY (*where applicable*)**

Company:

.....

Authorised Representative:

.....

Position:

.....

Date and Signature:

.....

## **Declaration of the Parties**

The Parties declare that they have read and understood this Agreement, accept all rights and

obligations arising from it and enter into this Agreement voluntarily.

Execution of this Agreement shall not release any Party from its obligation to comply with Regulation (EU) 2024/1157 or any other applicable legislation governing the transboundary shipment of waste.