

# Contract pertaining to Export of waste, destined for (interim) recovery from the EU

VERSION Decemer 2013

Export of waste of appendix IV or IVA to an OECD country

or

Export to a country that is not a member of the OECD of waste appointed by appendix V

Name [Name person who arranges the shipment]  
Name: [Name authorized representative]  
Street: [Street and number]  
Postal code: [Postal code]  
City: [City]  
Country: [Country]

Hereinafter referred to as **'the notifier'**

Name: [Name consignee]  
Name: [Name authorized representative]  
Street: [Street]  
Postal code: [Postal code]  
City: [City]  
Country: [Country]

Hereinafter referred to as 'the consignee'

Whereas:

– for the shipment of waste to  
[Country of destination]  
the notifier submits a notification document with registration number  
[Number of the notification].

- Article 5 of Regulation (EC) 1013/2006 on shipments of waste (hereinafter referred to as 'WSR'), where relevant, provides that:
1. All shipments of waste for which notification is required shall be subject to the requirement of the conclusion of a contract between the notifier and the consignee for the recovery or the disposal of the notified waste.
  2. The contract shall be concluded and effective at the time of notification and for the duration of the shipment until a certificate is issued in accordance with Article 15(e), Article 16(e) or, where appropriate, Article 15(d).
  3. This contract shall include obligations:
    - a) on the notifier to take the waste back if the shipment or the recovery or disposal has not been completed as intended or if it has been effected as an illegal shipment, in accordance with Article 22 and Article 24(2),
    - b) on the consignee to recover or dispose of the waste if it has been effected as an illegal shipment, in accordance with Article 24(3), and
    - c) on the facility to provide, in accordance with Article 16(e), a certificate that the waste has been recovered or disposed of, in accordance with the notification and the conditions specified therein and the provisions of this Regulation.

- the notifier and the consignee in a separate agreement already agreed for the consignee to process the waste referred to in the first consideration, in the way referred to under Article 1 of this contract.
- this contract may be applicable to both a shipment for the purpose of an interim recovery and a shipment for the purpose of a non-interim recovery.
- the notifier and the consignee conclude this contract in order to meet the obligations of Article 5 of the WSR. No other obligations shall be enforceable between the notifier and the consignee by virtue of this contract than the obligations resulting from Article 16(e), Article 22 subparagraphs 2 through 7 and Article 24 subparagraphs 2 through 4 of the WSR.

The parties have agreed as follows

**1. Processing of the waste**

Hereby the consignee declares that the shipped waste will be processed in the way as described in the notification with no. [Number of the notification].

**2. Certificate of processing after completion of recovery**

- 2.1 The facility receiving the waste shall, in accordance with Article 16 (e) of the WSR, issue to the notifier and to the competent authorities concerned, as soon as possible, but no later than 30 days after completion of the recovery, and no later than one calendar year following receipt of the waste, a certificate stating that the waste was recovered in accordance with the notification, the conditions specified therein and the provisions of the WSR.
- 2.2 If the authorities concerned, in accordance with Article 9, subparagraph 7 of the WSR, indicated a shorter period to issue the certificate referred to in Article 2(1) of this contract to the notifier and the competent authorities concerned, the certificate shall be issued within this period.

**3. Take-back obligations of the notifier**

3.1 The notifier shall take back the waste when the shipment, the recovery or the disposal hereof was not completed as intended, as referred to in Article 22 of the WSR. The take-back of the waste by virtue of Article 22 of the WSR shall be effected within ninety days, or such other period as may be agreed by the competent authorities concerned.

3.2 The notifier shall take back the waste in case of an illegal shipment that is the responsibility of the notifier in accordance with Article 24 subparagraph 2 of the WSR. The take-back of the waste by virtue of Article 24 subparagraph 2 of the WSR shall be effected within thirty days, or such other period as may be agreed by the competent authorities concerned.

3.3 For the take-back of the waste the notifier shall submit a new notification, unless the competent authorities concerned agree that a duly reasoned request by the initial competent authority of dispatch is sufficient.

3.4 The facility receiving the waste shall bear both the cost resulting from the obligation to take back the waste to the jurisdiction of the competent authority of dispatch and the cost resulting from the recovery or disposal in another, ecologically sound way, if the consignee issues an incorrect certificate of recovery by virtue of which the financial guarantee is released.

**4. Processing obligations of the consignee by virtue of Article 24 subparagraph 3 of the WSR**

In case an illegal shipment of waste is the responsibility of the consignee, the consignee shall recover or dispose of the waste concerned in an environmentally sound way. The processing of the waste in such case shall take place within thirty days, or such other period as may be agreed by the competent authorities concerned.

**5. Confirmation of receipt**

The facility that receives the waste sends the notifier and the competent authorities concerned within three days after receipt of the waste destined for recovery a copy of the fully completed and signed transport document.

**6. Other provisions**

6.1 In case the agreement between the notifier and the consignee on the processing of the waste concerned cannot be fulfilled by the consignee temporarily or permanently, the consignee shall forthwith inform the authority of destination hereof.

6.2 In accordance with Article 5 subparagraph 2 of the WSR this contract ends on the day after the receipt of all certificates as referred to in Article 2.1 of this contract, by the notifier and the competent authorities concerned.

This contract shall not be terminated prematurely.

Notifier

Name: [Name notifier]

Name: [Name authorized representative]

Signature:

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Date: [Date]

Consignee

Name: [Name consignee]

Name: [Name authorized representative]

Signature:

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Date: [Date]