**Please note:**

* The proposed wording is aimed at fulfilling the requirements of the disposal contract according to Annex 2 and the requirements arising from Art. 5 of the Ordinance (EC) No. 1013/2006.
* The following contract is to be used only in case of transboundary movements of waste to interim recovery or disposal facilities, where the final treatment is carried out by a third facility.

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Contract on waste disposal in transboundary shipments of waste to interim recovery or disposal facilities

Between the exporter

XXX [*Name*]

XXX

XXX

hereinafter [*Name*]

and the disposal / recovery facility [*delete where not applicable*]

YYY [*Name*]

YYY

YYY

hereinafter [*Name*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**§ 1: Object**

|  |  |
| --- | --- |
| * Re notification no.:
 |  |

**§ 2: Disposal- / recovery facility**

The disposal / recovery facility] [*Name*] undertakes for the duration of this contract to dispose of / recover [*delete where not applicable*] the said waste in its facilities.

The disposal / recovery facility [*Name*] confirms that it is authorised by its national law to receive waste for disposal / recovery [*delete where not applicable*] and that the waste will be treated in an environmentally sound manner.

**§ 3: Take-back**

The exporter [*Name*] undertakes to take back the waste in accordance with Articles 33 and 34 of VeVA and fundamentally also under Articles 22 and 24 of the EC Regulation No. 1013/2006 if the shipment or recovery or disposal is not completed as intended or if it was effected illegally through the fault of the exporter.[[1]](#footnote-1)

The disposal / recovery facility [*Name*] undertakes to recover / dispose of [*delete where not applicable*] the waste according to Art. 5 Paragraph 3 Letter b and Art. 24 Para. 3 of the Ordinance (EC) No. 1013/2006, if the shipment was effected illegally through the fault of the disposal / recovery faciity.

**§ 4: Documents**

The disposal / recovery facility [*Name*] undertakes to send in accordance with Annex 2 Number 1 Letter d of VeVA in connection with Article 15 Letter c of the Ordinance (EC) No. 1013/2006 to the exporter [*Name*] and the competent authorities a copy of the movement document (acknowledgement of receipt) within 3 working days of the delivery of the waste. This confirmation should be provided by a signature in Section No. 18 of the movement document.

Furthermore, the disposal / recovery facility, [*Name*] according to Annex 2 Number 1 Letter e of VeVA and Article 5 Paragraph 3 Letter c in connection with Article 15 Letter d of the Ordinance (EC) No. 1013/2006, pledges to the exporter [*Name*] and the competent authorities that it will

*Either:*

*[1]:* confirm the environmentally sound disposal of the waste (disposal certificate) within XX months [please enter the appropriate number of months] after receipt of the waste. [This option should be chosen if only part of the waste is covered in the financial guarantee, corresponding to the number of months entered]

Or:

*[2]:* to confirm the environmentally sound disposal of the waste (disposal certificate) within 30 days of the completion after the disposal but within a maximum of one year from the shipment of the waste. [This option should be chosen if the total notified amount is covered in the financial guarantee or if the financial guarantee is established in favour of the authorities of destination and they do not prescribe a different method.]

This confirmation should be provided by a signature in Section No. 19 of the movement document.

Furthermore, under Article 15 Letter e of Ordinance (EC) No. 1013/2006, the disposal / recovery facility, [*Name*], undertakes to the exporter [*Name*] and the competent authorities to confirm the environmentally sound final treatment of the waste according to the information and conditions set out in the notification as well as the requirements of VeVA and of Ordinance (EC) No. 1013/2006.

**§ 5: Financial Guarantee**
The parties agree to establish a financial guarantee for the Federal Office for the Environment (FOEN) in accordance with Article 20 of VeVA and Articles 4 and 6 of the Ordinance (EC) No. 1013/2006.

**§ 6: Transport**
The waste mentioned are transported in accordance with the legislation in force in Switzerland, in the European Union and in the importing state (notably the EC Regulation Nr. 1013/2006 and the VeVA) and in accordance with legal requirements and national on health protection.
The transport must satisfy in particular the regulations for the transport of goods in accordance with the ADR.

**§ 7: Validity**

The contract is valid for the notification no. CH-00XXXXX until the receipt of all the waste consignment documents.

The parties to the contract declare with their signature that all information provided in this contract is correct.

|  |  |
| --- | --- |
| Exporter: | Disposal / recovery facility [delete where not applicable] |
| Location / date: ………………………… | Location / date: ……………………… |
| Signature | Signature |

As per 18.07.2017

1. The take-back obligations pursuant to the order determined in Article 2, No. 15, let. a), which are regulated by Articles 22 to 24 of EC Regulation No. 1013/2006, do not occur in Swiss law. Pursuant to article 2, no. 15, let. b) of EC Regulation No. 1013/2006, only the exporter can be obliged to take back the waste. [↑](#footnote-ref-1)