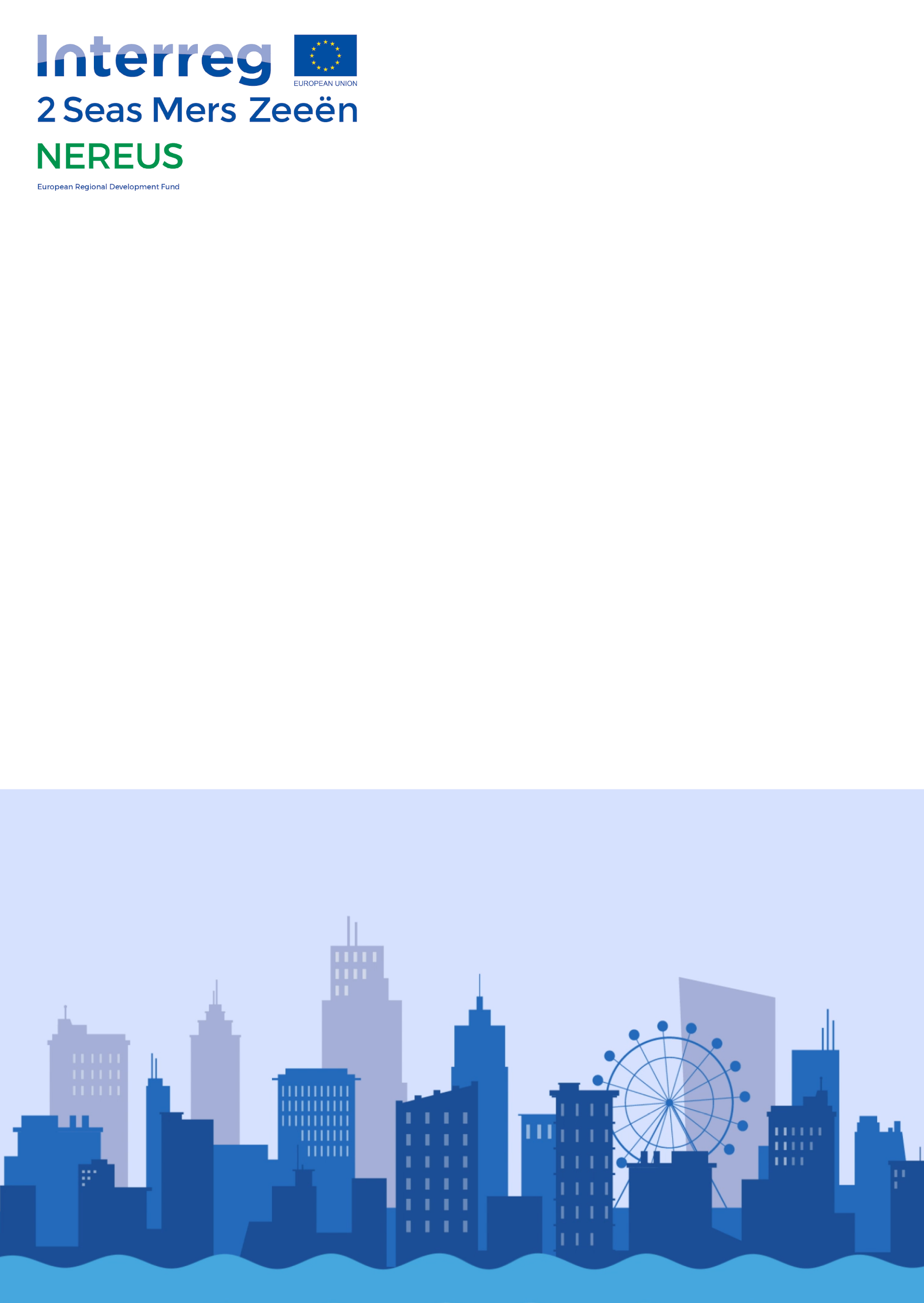


# MODEL AGREEMENT ON SYMBIOTIC PARTNERSHIP

# FOR EFFLUENT

# Business vs. Agriculture



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# MODEL AGREEMENT ON SYMBIOTIC PARTNERSHIP FOR EFFLUENT

**BUSINESS *vs.* AGRICULTURE**

IN THIS AGREEMENT BETWEEN:

1. Party X

Hereinafter referred to as: *‘…………’*

AND

2. Party Y (farmer)

Hereinafter referred to as: *‘…………’*

Hereinafter collectively referred to as 'the Parties'.

\*

\* \*

TAKING INTO CONSIDERATION THAT:

Party X is an enterprise that *……….*

Party Y is an agricultural enterprise that *……….*

- TO BE INSERTED BY THE PARTIES: how the effluent (i) results in excess water and (ii) how the Parties to this agreement are able to work together or provide services to one another -

The Parties wish to work together for the purpose of recycling the aforementioned effluent, to avoid it needlessly draining away and going to waste. The Parties will endeavour through their collaboration to create a kind of circular economy, or at least endeavour to contribute towards this.

IT IS HEREBY AGREED AS FOLLOWS:

## Article 1 – Object of the Agreement

1.1

This Agreement lays down the arrangements and conditions of execution of this Agreement between the Parties.

1.2

'Collaboration' in the context of this Agreement is understood to mean the following:

- set out what the purpose of the agreement is and what the collaboration consists of (see also above) -

## Article 2 – Works to be performed

2.1

In the event that the collaboration referred to in Article 1.2 requires new infrastructure to be laid and/or built, the Parties agree to provide for their mutual obligations as follows.

2.2

The following works must be carried out (insert or delete as applicable):

1. Infrastructural works (to be inserted)

*(these may include: the laying of ducts, pipes, flumes, closures and excavations)*

1. Mechanical works (to be inserted)

*(these may include: fitting meters, laying cables and specific assembly works for installations)*

1. Electrical works and programming (to be inserted)

*(these may include: signs, cabinets, drawing electrical diagrams and programming)*

2.3

In event that the aforementioned works are to be carried out on one or more premises of Party X, Party Y or of both Parties, the Parties agree that these works must be carried out during usual office hours and each time subject to the consent of the Party on whose property the works are to be carried out.

The basic principle here is that these works will not cause disruption to the normal business operations of Party X, Party Y or of both Parties. Maintenance works will be announced in good time.

2.4

Party X/Party Y/both Parties shall be responsible for obtaining the necessary environmental permits, which may required for the aforementioned works and/or operation. This obligation may be taken together with that which is agreed in Article 3.2.

Party X/Party Y/the Parties shall be responsible for taking out adequate insurance cover for and maintaining the aforementioned goods and/or infrastructure.

2.5

The Parties determine that the aforementioned goods and/or infrastructure shall be owned jointly/the property of Party X/the property of Party Y.

Assuming that the aforementioned goods and/or infrastructure are the property of only one Party (in this Agreement Party X/Party Y), the Parties agree that Party X/Party Y grants to Party X/Party Y an easement for pipelines over its premises, which will apply free of charge/subject to a fee of €... .

This easement will cease to exist in the event that this Collaboration Agreement ends. In this case, reference is made to the provisions in Article 9.

## Article 3 – Other permissions, permits, declarations to be obtained

3.1

In the event that, in addition to any environmental permits as stated above in Article 2.4, other permissions, permits, declarations, etc. are required, the Parties shall determine in mutual consultation who will bear what obligations.

In the event that the present Collaboration Agreement requires the laying of sewerage, ducts, infrastructure, etc. underneath and/or over public property, or the property of third parties, the Parties will also agree this below.

The Parties will make specific arrangements in this Agreement regarding the permits, registrations, certificates, permissions, declarations (e.g. raw materials declarations) etc. below.

3.2

The Parties shall now lay down the following matters:

Party X shall take responsibility for the following matters:

Party Y shall take responsibility for the following matters:

## Article 4 – Price

4.1

The Parties shall set the price in mutual consultation at €.../m³, indexable with reference to the water invoices.

4.2

The use of effluent shall be paid for after submission of monthly invoices, prepared by Party Y, based on the quantity of water supplied, based on the monitoring system (details metering).

Invoices shall be payable 15 days/30 days/45 days after receipt of the invoice.

## Article 5 – Charges

5.1

Any other charges payable on the effluent, of whatever nature, shall be paid by Party X, Party Y or both Parties jointly (delete as applicable).

**OR (select)**

Any other charges payable on the effluent, of whatever nature, shall be settled against the fee in Article 4.

## Article 6 – Supply and Use

6.1

Party X shall be responsible for the supply of effluent to Party Y.

6.2

Party X shall supply at least .... m³ of effluent per year/month/week.

**OR (select)**

Party X shall not be responsible for supplying a minimum amount of effluent. However, it shall make the effort to supply the excess effluent to Party Y as much as possible.

6.3

Party Y shall purchase the supplied effluent from Party X.

6.4

Party Y shall purchase at least .... m³ of effluent per year/month/week.

**OR (select)**

Party Y will not purchase a minimum quantity of effluent.

6.5

The Parties are aware that the supply of effluent may be hindered or be impossible, even if a minimum supply quantity was agreed in Article 6.2 and/or 6.4. For this purpose, the Parties make reference to the following circumstances which may occur (delete or insert as applicable):

* in the case of systematic and/or incidental cleaning works and/or maintenance works;
* if the installations are out of operation for whatever reason;
* if, for whatever reason, no or insufficient effluent is available (e.g. in periods of drought);
* if the business operations of Party X do not permit it for whatever reason;
* in the event of emergencies;
* if the provision of effluent results in taxes and/or charges by the authorities payable by Party X or other cost increases, unless Party Y compensates Party X for these in full;
* in the event of changes and/or amendments to the law and/or regulations that make it onerous for Party X to provide effluent to Party Y
* in the event of measures imposed by the authorities that cause a hindrance to Party X; and/or
* in the event of force majeure or unforeseen circumstances;
* periods of leave;
* …

6.6

The Parties may agree in this Agreement to make certain provisions should any of the aforementioned situations occur or not occur. These may include the repayment of investments or, for example, an allocation formula in incurred costs (see first initiative below)

In the event that …………………………………………………………………………………………………………………………………………… occurs, the Parties agree to …………………………………………………………………………………………………………………………………………………………….……………………………………………………………………………….………………………………………………………………………………………………………………………………………………………………………………………………………………………………………….

6.7

The supply and purchase shall take place according to the following procedure:

- description of the (technical) procedure (e.g. opening a valve or switching on a meter) that will be followed, how this will be monitored, etc.

6.8 (COMPLETELY OPTIONAL)

The present Article shall only apply if a minimum supply quantity and/or purchase quantity were agreed in Articles 6.2 and/or 6.4.

If the supplier (Party X) is in default, it shall pay to the purchaser (Party Y) a fee equal to the amount of replacement goods that the purchaser would have been required to purchase due to this deficient supply.

If the purchaser (Party Y) is in default, it shall pay to the supplier (Party X) a fee equal to the amount of charges on effluent that the supplier was unable to supply due to the failure to purchase.

## Article 7 – OPTIONAL Condition of the delivered goods

7.1

The Parties agree that the supplied effluent must fulfil certain requirements in order to be suitable for use.

The requirements are as follows (standards, condition, etc.):

**OR (select)**

The Parties agree that no minimum requirements will be applied to the supplied effluent.

7.2

Party X shall not bear any responsibility whatsoever or make any guarantee and/or declaration whatsoever with regard to the application and suitability of the supplied effluent for any purpose other than the one agreed in Article 1.2.

7.3

In the event that the effluent supplied by Party X does not fulfil the requirements stated in Article 7.1, no fee/a fee of €... shall be payable by Party Y.

7.4

Party Y is obliged to check and monitor at all times whether the effluent from Party X meets the standard(s) provided for in Article 7.1.

**OR (select)**

Party X is obliged to check and monitor at all times whether the effluent that it supplies to Party Y meets the standard(s) provided for in Article 7.1.

7.5

The decision on whether or not to use the effluent is the sole responsibility of Party Y.

In the event that the effluent supplied by Party X does not fulfil the requirements stated in Article 7.1, Party Y shall bear the risk if this effluent were to be nonetheless used in the production process.

Party X cannot be held liable for any use or application of the effluent by Party Y that is not in accordance with the purpose described in Article 1.2 of this Agreement. Party Y shall indemnify Party X against any losses and costs resulting from any use and/or application other than the use stated in Article 1.2.

## Article 8 – Obligations of each Party

8.1

The Parties shall each be responsible for execution of their own part of the Collaboration Agreement.

In the event of a shortcoming on the part of either Party, this Party in default shall be liable for the full amount of resulting losses only if there is evidence of wilful intent and/or gross negligence.

## Article 9 – Duration and Termination

9.1

This Agreement is being concluded for .... years/for an indefinite term and shall commence after the end/completion of the works described in Article 2.

The Agreement shall commence in any case on …………………………………………..…………… .

9.2

This Agreement may be terminated by either Party by registered mail subject to observing a notice period of six months.

However, this notice cannot be given any earlier than ..........................................., in view of the investments associated with this Agreement.

9.3

In the event that the Agreement is terminated prematurely by whichever Party, Party Y/Party X shall remove any structures and/or infrastructure still present on the property of Party X/Party Y within two months.

9.4

- option to make provisions for compensation in the case of premature termination by Party X or Y - (to be inserted)

## Article 10 – Invalidity and/or non-enforceability

10.1

Should one or more of the provisions in the present Collaboration Agreement be invalid, unenforceable or conflict with provisions of mandatory law or public order, this shall have no effect on the validity of the remaining provisions therein.

10.2

In this event, the Parties shall negotiate in good faith in order to safeguard the same economic balance between the rights and obligations of both Parties in this Collaboration Agreement that there would have been if the invalid provision had been valid.

10.3

This Collaboration Agreement, including rights, obligations and/or legal relationship, shall not be transferred (including effect under property law) and/or assigned by either Party without having obtained the prior written permission of the other Party.

10.4

This Collaboration Agreement contains all provisions and conditions that are applicable to the transactions stated in this Collaboration Agreement, and these shall replace any other arrangements and/or agreements, whether verbal or written, which may have been made in this regard between the Parties prior to the date on which this Collaboration Agreement was signed. Amendments and/or additions to this Collaboration Agreement may only be agreed in writing by the authorised representatives of the Parties.

## Article 11 – Applicable Law and Competent Court

11.1

This Agreement and any disputes arising from this Agreement or associated with it shall be governed by Belgian law.

11.2

Any disputes shall be settled exclusively by the Court of First Instance ...................................... (court).



\* \*

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Drawn up in ………………………………………….…………… on ………………………………..…… in … original copies, where each Party declares and confirms to have received one copy.

On behalf of Party X, read and approved On behalf of Party Y, read and approved

