

## Memorandum of Understanding

This Memorandum of Understanding (“**DOCUMENT**”) is into on September 16<sup>th</sup> 2024 (“**Effective Date**”) by and between:

**ASSOCIAÇÃO BRASILEIRA DE RECUPERAÇÃO ENERGÉTICA DE RESÍDUOS – ABREN**, a national non-profit association, registered with the CNPJ under No. 34.055.793/0001-68, with headquarters at SHS, Qd. 06, Cj. A, Bl. A, room 501, Ed. Centro Empresarial Brasil 21, Asa Sul, Brasília - DF, CEP 70.316-100, through its legal representative, Executive President Yuri Schmitke Almeida Belchior Tisi, with the following email [yuri@abren.org.br](mailto:yuri@abren.org.br), and number telephone +55 (61) 3045-0365.

Represented by the signatory of this DOCUMENT, acting in the name and on behalf of said company and all its subsidiaries (Hereinafter: “**ABREN**”)

And,

**WTERT Germany GmbH**, is a 100% is a 100% subsidiary of ia GmbH Wissensmanagement und Ingenieurleistungen, Germany, with headquarters at Lipowskystraße 8, 81373, Munich, Germany, through its legal representative, Managing Director Dipl.-Ing (TU) Werner P. Bauer, with the following email [bauer@wtert.de](mailto:bauer@wtert.de), and number telephone +49 160 5313624.

Represented by the signatory of this DOCUMENT, acting in the name and on behalf of said company and all its affiliates and subsidiaries (Hereinafter: “**WTERT Germany**”)

(Each ABREN, and WTERT Germany may be referred to as “Party” and jointly as “Parties”)

WHEREAS:

- (A) WTERT Germany is a knowledge management and consulting company that has set itself the goal of promoting sustainable waste management on a global level. In order to achieve this WTERT Germany founded and developed the WtERT Decision Support System (WtERT-DSS) [www.wtert.net](http://www.wtert.net) as an open knowledge and communication web infra-structure. The WtERT DSS enables the possibility to bundle information and knowledge from different partners with a wide range of fields of expertise in waste management. The operation runs under the auspices of the Global WtERT Council (GWC), New York.
- (B) ABREN is a non-profit association that represent Waste to Energy Research and Technology Council – WtERT in Brazil, WTERT BRASIL, and have the Waste to Energy Industry as a membership. It is an association that promotes WtE technology through institutional representation before public authorities, organizes courses, events and carries out and promotes studies in the press and academia.
- (C) The Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their efforts to further develop the Waste to Energy, Biogas and Biomethane sector;

NOW, THEREFORE, the Parties intend to cooperate as follows:

### **Article I: Purpose**

1. The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties in areas of common interest.
2. The Parties establish with this cooperation the “**German-Brazil Alliance for Sustainable Waste Management**”, in order to promote the purposes of the cooperation, in particular to organize a conference during or one week before COP30, in Belém do Pará, Brazil, in 2025.
3. The Parties have agreed to cooperate, exchanging knowledge of the Waste to Energy, Biogas and Biomethane sectors and best practices on regulation and policies as well as technology and project development.
4. The Parties have agreed to cooperate in showcasing in the WtERT DSS information about the situation, trends, upcoming projects and legal situation in Brazil.
5. Activities can include but will not be limited to:
  - a) The joint organization of workshops, events and congresses to inform market participants and academia about trends and technologies.
  - b) Carrying out technical, market and academic studies to publicize waste-to-energy, biogas and biomethane technology.
  - c) Organizing international trips to promote the technology in Brazil.
  - d) Organizing international trips for demonstration and training of the waste-to-energy, biogas and biomethane technology in Germany. WtERT Germany cooperates with CReED e.v., Minden.
6. This MoU does not generate financial obligations between the parties, nor labor relations, each of which must bear all the resulting expenses, pay the respective taxes, and answer for the acts carried out by itself or its subcontractors.
7. The parties may share revenues arising from joint activities carried out, in the form of a specific contract that will be signed in due course, arising from joint collaboration for this purpose.

### **Article II: Consultation and Exchange of Information**

1. The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
2. Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination

of this MOU and of any agreements signed by the Parties within the scope of this collaboration. The Parties may, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

### **Article III: Term, Termination, Amendment**

1. This MOU shall remain in force unless terminated by either Party. Either Party may terminate this MOU by giving three (3) months' written notice to the other Party.
2. This MOU may be amended only by mutual written agreement of the Parties.
3. This MOU remains in force even if the name of the company or the DSS changes

IN WITNESS WHEREOF, this Agreement was signed by the Parties on the date and in the place first hereinabove mentioned.



**WtERT Germany**

By: Werner Bauer  
Managing Director



**ABREN**

By: Yuri Schmitke A. B. Tisi  
Executive President