



Memorandum of Understanding

Between:

WorldLoop v.z.w. (hereinafter referred to as "WorldLoop"), a non-profit organization incorporated and existing under Belgian law with enterprise number 818.590.720, situated at Pleinlaan 2, 1050 Brussels, Belgium; and

Fundación Todo Chile Enter (hereinafter referred to as "Chilenter"), a foundation incorporated and existing under Chilean law with enterprise number 65.178.170-1, situated at: Compañía 4365, Quinta Normal, Santiago de Chile, Chile.

Strategic Objectives of this co-operation

We, WorldLoop and Chilenter, have come together to collaborate and to make an agreement for Memorandum of Understanding (hereafter "MoU").

The partners entering the MoU have agreed to identify and collaborate in areas of common interest and along lines of comparative advantages, priorities and mutual interest.

Considerations

About WorldLoop

Mission

WorldLoop is an international non-profit organization committed to extending the positive impact of ICT projects in developing countries by offsetting the negative environmental impact of its hardware by facilitating the creation of accessible, environmentally sound, socially responsible and sustainable e-waste recycling solutions in these regions and through a pragmatic 'like-for-like' recycling based on the sales and management of E-resource certificates, turning e-waste into sustainable, human and economic resources.

About WorldLoop

Access to information and communication technology is a key driver for the development of any society in today's world. Improving access to information and enabling communication in developing countries contributes to the elimination of poverty, disease and contributes to better education and gender equality.

However, when ICT equipment has reached its end-of-life, it can pose a serious environmental threat. While much of the Western world has the necessary infrastructure and regulatory support to oversee proper management of e-waste, the developing world often lacks the needed expertise and infrastructure. It is here that WorldLoop creates a win-win solution.

Through its network of partners and donors, WorldLoop provides developing countries with professional mindshare to enable the creation of a sustainable e-waste management system. WorldLoop helps local communities establish an efficient, operational and auto-funded system for e-waste collection and recycling. In turn, these systems contribute to solving the environmental threat that e-waste represents and stimulate the local economy through job creation. By fostering proper e-waste management, WorldLoop contributes to the environmentally sound and sustainable use of ICT in developing countries.



WorldLoop objectives

- To create awareness, drive action and engage in knowledge sharing with regard to e-waste management in developing countries;
- To facilitate the creation of an operational and economically viable network of collection points, dismantling and recycling facilities to process e-waste in a safe and environmentally sound way;
- To act as a quality label for actors involved in e-waste management, guaranteeing a 100% sustainable end-of-life treatment for e-waste;
- To engage in fundraising for like-for-like recycling and supporting e-waste management initiatives in developing countries to become self-sustaining.

WorldLoop's goal is to make e-waste recycling in developing countries possible by:

- Providing seed funding for pilot projects in e-waste collection and recycling;
- Sharing knowledge and expertise to local collection and recycling partners;
- Providing local WorldLoop partners with an environmentally sound closed loop recycling solution for all e-waste fractions, based on strategic partnerships with WorldLoop partners;
- Facilitating the transport, import/export and other logistical processes for the recycling and disposal of complex and hazardous e-waste fractions;
- Promoting compliance to the highest environmental, health and safety standards.

The WorldLoop model is based on a "best of both worlds" approach, combining manual collection & dismantling efforts in developing countries with best in class technologically advanced recycling solutions available in OECD countries.

About Chilenter

Misión

Disminuir la brecha digital en Chile, impulsando la incorporación y apropiación de tecnologías para la educación y emprendimiento social en sectores alejados de aquéllas, de manera sustentable con el medio ambiente.

Visión

Aspiramos a construir una sociedad donde la tecnología sea un medio efectivo y sustentable para la inclusión y desarrollo de las personas, siendo nuestra Fundación un referente en la generación de tecnología para uso social en Chile así como en la gestión medioambiental de residuos electrónicos.

CHILENTER's vision on e-waste

Integrar el desarrollo sustentable en cada una de nuestras actividades, contribuyendo en la reducción de residuos electrónicos y sus impactos ambientales, mediante el reacondicionamiento de computadores y periféricos y al desarrollar una línea de valorización de partes y piezas computacionales, cuyo destino final es el reciclaje en empresas autorizadas, ya sean nacionales o internacionales.

ARTICLE 1. Specific objective of the MoU

1.1 WorldLoop and Chilenter are both organizations active in the domain of ICT for development, recognizing the crucial importance of information and communication technology as a key driver for any society's development. However, when ICT equipment has reached its end-of-life, it can pose a serious environmental threat, especially in developing countries where the expertise and infrastructure to ensure proper e-waste management is often lacking. WorldLoop and Chilenter share a strong commitment to the sustainable use of ICT equipment in developing countries without any negative health or environmental impact and therefore wish to collaborate to jointly obtain this common objective.

This MoU demonstrates the intent and commitment of WorldLoop and Chilenter to enter into a joint partnership and execute various projects throughout the duration of this agreement.

1.2 The aim of the projects is to complement and mutually reinforce each other's activities, to increase exposure of respective programs, obtain common endorsements, and increase the range and impact of activities through mutual collaborative operational, PR and communication efforts in light of the common objective.

Each new initiative or activity entered into will be included as a mutually agreed upon ANNEX to this MoU, describing, the roles and responsibilities, deliverables and timeframe of the projects.

Examples of collaborative activities which may fall under the scope of this MoU may include, but are not limited to:

- Services agreement for the **collection, dismantling and sorting of e-waste** by Chilenter;
- Provision of **technical assistance** by WorldLoop to Chilenter, sharing the expertise of WorldLoop staff and other professionals with experience in the recycling industry, e.g. in :
 - o Business plan validation and collection strategies implementation
 - o Process improvement: workflow optimization, data registration, process automatization, etc.
 - o Purchase of recycling equipment: identifying suppliers, industry second opinion, arranging transport
 - o ..
- International **disposal of complex and hazardous e-waste fractions** such as printed circuit boards, mobile phones, CRT tubes, etc. from Chilenter by WorldLoop
- Joint **fundraising efforts** for investments in new recycling equipment, start-up of new e-waste recycling centres, etc.
- Joint **marketing and awareness campaigns** efforts to raise awareness on the e-waste problem and promote collection of e-waste to WorldLoop recycling centres.

ARTICLE 2. Joint rights and obligations

Organization

2.1 WorldLoop and Chilenter agree to fulfill the commitments mentioned in this MoU, and any annex, mutually entered into, of the MoU.

2.2 WorldLoop and Chilenter take responsibility to ensure to communicate on a regular basis and keep each other apprised of initiatives that both parties are undertaking with regard to this MoU.



2.3 Chilenter and WorldLoop will each appoint a **LIAISON PERSON**, one for the operational aspects of projects, and one for the marketing aspects of the agreement projects. These persons will be the liaison to coordinate and follow-up on the activities carried out in the context of the MoU for their respective organizations. The names of the liaison persons are detailed in Article 6.

Chilenter and WorldLoop will have a yearly **EVALUATION MEETING** with the purpose of discussing e.g. the results, scope, the operating procedures, terms & conditions of the MoU and related ANNEXES.

Marketing of Partnership

2.4. WorldLoop and Chilenter agree to promote this agreement, i.e. referring to the partnership for any projects within the scope of this agreement.

2.5. Chilenter's dedicated marketing & communications person will coordinate any marketing activities together with the designated communications person from WorldLoop.

2.6. Both WorldLoop and Chilenter logos will appear on each websites, where reference is made to the partnership.

2.7. Each organization is free to market the partnership independent of the other, provided it conforms to the general communication strategy of the other.

2.8. The communication and publications which concern both parties (especially press relations), need to be approved in advance by both parties. This also applies for the dissemination of information with regard to the MoU.

Confidentiality

2.9. Any information provided by one party to the other that is labeled confidential or that can reasonably be assumed to be confidential shall not be shared or distributed without explicit consent of the other party.

ARTICLE 3. Obligations of Chilenter

3.1. Specific obligations of Chilenter will be detailed in project ANNEXES and vary based on scope and activities both parties commit to.

ARTICLE 4. Obligations of WorldLoop

4.1. Specific obligations of WorldLoop will be detailed in project ANNEXES and vary based on scope and activities both parties commit to.

ARTICLE 5. Finance

5.1. WorldLoop and Chilenter will be responsible for the payment of their own fees, costs and expenses incurred in connection with the obligations of each party as outlined in this agreement and its annexes, which form an integral part of this MoU.

5.2. Any financial obligations will be approved and signed upfront by both parties and will be part of an annex.

ARTICLE 6. Provisions to modify and terminate the agreement

6.1. This agreement will be effective from 1 August 2013

6.2. This agreement is valid for 3 years unless a written notice of termination is submitted by either party. Should the decision be made not to continue with the partnership, on-going activities of started projects as described in the ANNEXES of the MoU will be carried-out to full term in line with the mutual responsibilities and obligations as described in the ANNEXES.

6.3. The agreement can be terminated by written notice from either party to the other party delivered 2 months in advance. Termination of the agreement is without prejudice to the obligations of WorldLoop or Chilenter as set out in this MoU.

6.4. A PROGRESS MEETING on the partnership activities will take every 6 months between the responsible officers mentioned in section 6.11.

6.5. One year after signing of this MoU, an evaluation of the partnership will take place in a meeting between both parties. Based on this evaluation, both parties can decide to terminate the MoU within one month and/or to change the agreement.

6.6. Three months before the end of this MoU, a reflection between the two parties will take place in a face-to-face meeting. Based on this review the parties will decide whether to renew the MoU.

6.7. The parties' legal name and correspondence addresses shall be as shown in this document, unless either party advises the other party in writing of a change.

6.8. Any modification or addition to any provision in the agreement shall be valid only if explicitly and mutually agreed upon in writing by both WorldLoop and Chilenter.

6.9. Nullification or invalidity of one or more of the articles of this agreement is without prejudice to the legal force of any of the other articles.

6.10. Chilenter Directors will all individually be liable to honor the obligations as determined in this MoU and its annexes.

6.11. Appointed liaison persons for the MoU

WorldLoop Operational Liaison:	Thomas Poelmans, Project Director
WorldLoop Marketing Liaison:	Barbara Toorens, Business development & External relations
Chilenter Operational liaison:	César Castro, Jefe Área de Desarrollo Sustentable.
Chilenter Marketing liaison:	Wielka Aspedilla, Jefa de Comunicaciones.

6.12. The two signatories will take charge of the intervention in all potential areas of friction in the cooperation.



Signed in 2 copies, each party acknowledging receipt of one.


Date: 13 de agosto 2013.
Place: Compañía 4368, Quinta Normal,
Santiago de Chile.

Signature:

Mr. Sergio Larrain González.


Director, Chilenter

Prof. Dr. Em. Wim Blonk


Chairman, WorldLoop vzw