

United Nations Development Programme



MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND **Producer Responsibility Organisation (PRO) / Georgian Producers' Extended Liability Association *Wasteless***

This Memorandum of Understanding ("MOU") is entered into by the United Nations Development Programme ("UNDP"), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and the Producer Responsibility Organisation (PRO) of Georgia *Wasteless* (hereinafter the "Partner"), headquartered in Tbilisi, Georgia. UNDP and the Partner are hereinafter referred to individually as a "Party" and jointly as the "Parties";

WHEREAS, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

WHEREAS, UNDP represented by UNDP Georgia is interested in enhancing its development activities in the field of circular economy and e-waste management in Georgia.

WHEREAS, the Partner is Non-Entrepreneurial Non-Commercial Legal Entity (NNLE) Producer Responsibility Organisation (PRO) of Georgia *Wasteless* duly organized under the laws of Georgia and committed to helping companies transition towards more sustainable and environmentally friendly practices, and promote waste management awareness practices across Georgia.

WHEREAS, the Parties wish to cooperate in areas of mutual concern related to UNDP's development efforts;

WHEREAS, *Wasteless* is a specific waste management association (Producer Responsibility Organisation of Georgia, a non-profit legal entity that in 2022 obtained authorisation to manage specific waste in four directions: waste oils, used tires, electrical and electronic equipment, batteries and accumulators.

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Whereas, in 2024, UNDP Georgia Accelerator Lab (AccLab) launched an initiative on electrical and electronic waste (e-waste) management - an area identified as a legislative priority under Georgia's Extended Producer Responsibility (EPR) framework, but one that continues to face significant implementation challenges. The behaviourally informed experiment in the Zugdidi Municipality linked national efforts with grassroots action research involving private sector actors, community institutions, and internally displaced persons (IDPs) to test a new e-waste collection model for improved uptake locally. *Wasteless* supported the experiment through in-kind contributions, including infrastructure, logistical support, and coordination with local stakeholders. As part of the pilot, *Wasteless* also signed MOUs with the Zugdidi Central Library, Technology Park, two local private schools, and IDP Women's Association "Consent", an NGO working on and with Zugdidi's IDP population. The experiment demonstrated that building a community-driven governance system around e-waste management in Zugdidi has great potential.

Whereas, as a follow-up, and in the spirit of their shared commitment to promoting a circular economy and advancing sustainable waste management practices across Georgia, UNDP Georgia Accelerator Lab and *Wasteless* are continuing their collaboration within the framework of **Circular Zugdidi: Blockchain for E-Waste**. This initiative is part of the [**SDG Blockchain Accelerator**](#) programme, strategically led by [**UNDP AltFinLab**](#) in collaboration with the [**Blockchain for Good Alliance \(BGA\)**](#) and [**EMURGO Labs**](#).

NOW, THEREFORE, the Parties wish to express their intention to cooperate as follows:

Article I
Purpose and Scope

The purpose of this MOU is to provide a framework for the non-exclusive cooperation and facilitate and strengthen collaboration between the Parties in the areas of cooperation identified in Article II below.

In partnership with Kenyan start-up Creative Operations, parties will collaborate to build a blockchain-powered, transparent, incentive-based e-waste management system in Zugdidi designed to motivate responsible disposal of electronics while creating transparent value loops for residents, retailers, and local authorities. The system will facilitate trusted value exchange among residents, retailers, and local authorities, reinforcing circular economy principles and stakeholder accountability.

The collaboration will focus on key areas such as strengthening infrastructure, co-designing incentive mechanisms, supporting inclusive governance models, raising public

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awareness, and enhancing data transparency. These efforts aim to create an inclusive, scalable e-waste management system that can serve as a model for broader replication in Georgia and beyond.

Through this partnership, the Parties expect to:

- Improve e-waste collection and disposal systems through accessible infrastructure and transparent digital tracking;
- Reduce environmental and public health risks associated with improper e-waste disposal;
- Drive behaviour change by implementing token-based incentives;
- Empower vulnerable groups, including IDPs, through participation and economic opportunity;
- Strengthen EPR implementation in Georgia;
- Foster innovation and inclusion through decentralised governance and digital tools;
- Generate insights to inform future scale-up and policy development.

Article II
Areas of Cooperation

The Parties have identified the following activities in which cooperation may be pursued, with each Party operating subject to its respective mandates, governing regulations, rules, policies and procedures:

i. **Enhancing e-waste collection infrastructure:**

Cooperation may include joint planning to expand certified e-waste drop-off points (particularly in underserved areas and IDP communities) aligned with the scaling of the digital platform. *Wasteless* may support this effort by expanding its collection network, while UNDP may provide strategic and design support.

ii. **Co-designing and piloting incentive mechanisms:**

The Parties may explore the development of token-based and financial incentives to encourage responsible disposal practices among citizens, as well as participation from electronics retailers and manufacturers. This may involve collaborative efforts to align incentive models with EPR compliance requirements.

iii. **Engaging the private sector and mobilising ESG investment:**

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The Parties may pursue avenues to increase private sector participation in the e-waste platform, including retail take-back programs, trade-in schemes, and co-financing logistics through innovative models such as tokenised “E-Waste Futures.” UNDP may support by offering behavioural insights and innovation design expertise.

- iv. **Advancing decentralised digital governance models:**
The Parties may cooperate on the design and testing of a Decentralised Autonomous Organisation (DAO) to support transparent, community-led decision-making in e-waste management. This may include defining stakeholder roles and governance protocols using smart contracts.
- v. **Strengthening data sharing and transparency:**
Parties may explore the development of real-time monitoring and reporting tools to support improved tracking of e-waste flows, token issuance, and environmental impacts. A public-facing dashboard may be considered to enhance transparency and regulatory alignment with EPR.
- vi. **Promoting public education and awareness:**
The Parties may jointly develop and deliver outreach campaigns targeting residents, particularly youth and IDPs, as well as producers, importers, and retailers, to foster awareness of circular economy principles, EPR obligations, and the benefits of digital solutions in waste governance.
- vii. **Informing national scale-up and policy dialogue:**
Lessons from the Zugdidi pilot may be synthesised to inform broader policy discussions and potential replication of the platform in other municipalities. This may include contributing to dialogue on national EPR enforcement, digital traceability, and incentive frameworks in waste management.

Article III
Consultation and Exchange of Information

- 3.1 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.
- 3.2 Consultation and exchange of information and documents under this MOU will be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will

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survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

3.3 The Parties will, 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.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations will be subject to the procedures applicable to such meetings or conferences.

**Article IV
Use of Name and Emblem and Publicity**

4.1 Neither Party will use the name, emblem or trademarks of the other Party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case. In no event will authorization to use the UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Partner or the Partner's products and/or services.

4.2 The costs of public relations activities relating to the partnership will be the responsibility of both parties.

4.3 The Partner acknowledges that it is familiar with UNDP's ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.

4.4 Nothing in this MOU grants the Partner the right to create a hyperlink to the UNDP website. Such link may be created only with UNDP's written authorization.

4.5 The Parties will recognize and acknowledge this partnership, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

**Article V
Term, Termination, Renewal, Amendment**

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5.1 The proposed cooperation under this MOU is non-exclusive and will have an initial term of two years from the Effective Date, as defined in Article XI ("Effectiveness") unless terminated earlier by either Party upon two (2) months' notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods of two years under the same terms and conditions.

5.2 Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU, which will, unless terminated or expired, continue to regulate the relationship between the Parties in accordance with the terms thereof.

5.3 Notwithstanding any other provision to the contrary in this MOU, UNDP shall have the right to terminate this MOU with immediate effect if it becomes aware of any event or circumstances that, in the sole opinion of UNDP, may cause reputational risk or injury to UNDP or may be contrary to UNDP's status, neutrality, ideals or objectives.

5.4 This MOU may be amended only by mutual written agreement of the Parties, signed by their duly appointed representatives.

**Article VI
Representations and Undertakings**

6.1 The Partner represents that it is an organization in good standing duly organized under the laws of Georgia and has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

6.2. The Partner represents that it is not involved in any activity that may be in contravention of or have a negative or adverse impact on UNDP's status, neutrality, ideals and objectives or its image and reputation. Without prejudice to the provisions in Article 5.3 above, the Partner shall promptly notify UNDP of any event or circumstances that may affect the Partner that may cause reputational risk or injury to UNDP, including investigations or legal proceedings.¹

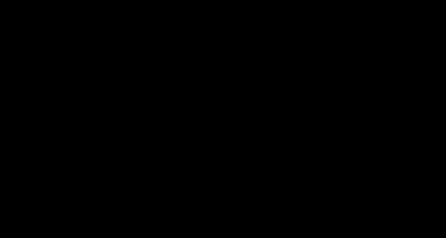
**Article VII
Notices**

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

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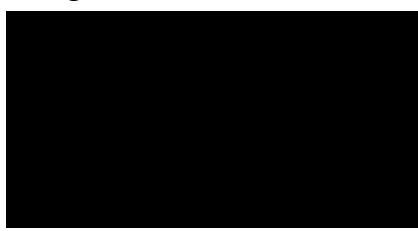
For UNDP:

Khatuna Sandroshvili



For the Partner:

Giorgi Guliashvili



Article VIII
Legal Provisions Relating to Implementation

8.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU is an expression of intent and does not constitute a legally binding document; (b) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein shall be construed as creating a joint venture and neither Party shall be an agent, representative or joint partner of the other Party; (d) all of UNDP's activities envisaged hereunder are subject to the availability of funding; (e) any funds received by UNDP shall be used, and all UNDP activities further to this MOU will be carried out, in accordance with the project documents agreed between UNDP and the concerned programme government(s) where the activities will be implemented, and in accordance with the applicable UNDP regulations, rules, policies and procedures; and (f) each Party shall be responsible for its acts and omissions and those of its employees, contractor and subcontractors, in connection with this MOU and its implementation.

8.2 To the extent that the Parties wish to create legal or financial obligations with respect to or resulting from any activity contemplated in this MOU, a separate agreement related thereto will be concluded between the Parties prior to such activity being undertaken.

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8.3. The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto, including the necessity of entering into separate agreement(s) to regulate such issues and rights.

8.4 In the event of inconsistency between any provision of this Article VIII and a provision of another section of the MOU, this Article VIII shall prevail.

Article IX
Settlement of Disputes

Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably by the Parties shall be referred to arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article X
Privileges and Immunities

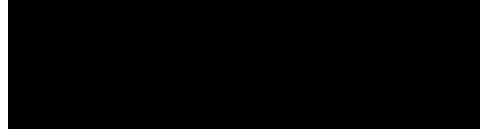
Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article XI
Effectiveness

This MOU will become effective on the date in which it is duly signed by both Parties ("Effective Date").

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

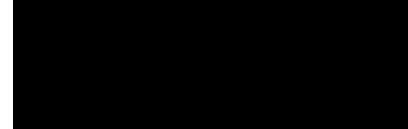
FOR UNDP:



Resident Representative

Date: 24-Sep-2025

FOR PRO Wasteless:



Chairman

Date: 26-Sep-2025