

SERVICE LEVEL AGREEMENT IN RELATION TO THE MANSFIELD DISTRICT COUNCIL GLASS COLLECTION SCHEME PROJECT

THIS DEED is made the XXth day of XXXX 20XX

BETWEEN

(1) MANSFIELD DISTRICT COUNCIL of (“MDC”) Civic Centre, Chesterfield Road South, Mansfield, NG19 7BH; and

(2) NOTTINGHAMSHIRE COUNTY COUNCIL of County Hall, Loughborough Road, West Bridgford, Nottingham, NG2 7QP (“NCC”)

Collectively known as ‘The Authorities’

1. BACKGROUND

- 1.1. The Authorities have agreed to work together on the Mansfield Glass Collection Scheme Project (“Project”).
- 1.2. The Authorities wish to record the basis on which they will collaborate with each other on the Project. This Service Level Agreement (SLA) sets out:
 - a) The key objectives of the Project;
 - b) The principles of collaboration; and
 - c) The respective roles and responsibilities the Authorities will have during the Project.

2. THE PROJECT

- 2.1. The Project is for the introduction of a free kerbside glass collection by MDC to residents in the District of Mansfield at a collection frequency of a minimum of every eight weeks.
- 2.2. The purpose of the Project is for NCC to assist MDC with a contribution towards the initial capital set up costs of the scheme. The project will last at least five years with MDC being responsible for any future capital and revenue costs associated with the running of the scheme beyond the initial set up costs.

3. PRINCIPLES OF COLLABORATION

The Authorities agree to adopt the following principles when carrying out the Project (Principles):

- 3.1. Collaborate and co-operate to ensure the activities are delivered and actions taken as required;
- 3.2. Be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this SLA;

- 3.3. Be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- 3.4. Learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- 3.5. Adopt a positive outlook. Behave in a positive, proactive manner;
- 3.6. Adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;
- 3.7. Act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- 3.8. Deploy appropriate resources. Ensure sufficient and appropriately qualified resources available and authorised to fulfil the responsibilities set out in this SLA; and
- 3.9. Act in good faith and in compliance with these principles.

4. ROLES AND RESPONSIBILITIES

The Authorities shall undertake the following roles and responsibilities to deliver the Project. (*specific clauses where noted will be legally binding):

4.1. MDC will:

- a. Pay the full revenue costs of operating a the collection scheme;
- b. Commit to providing a glass collection at a frequency of a minimum of every eight weeks to all properties in the district for a minimum of 5 years;
- c. Procure the delivery of all equipment, infrastructure and resources required to deliver the Project;
- d. Lead on all service related communications and press engagements in the Project but as this is a joint approach ensure that all releases referencing collaboration with NCC are agreed by NCC communication team and waste management group prior to issue;
- e. Undertake a comprehensive communications campaign prior to the launch of the scheme;
- f. Maintain and share with NCC, performance data to enable performance monitoring to be undertaken by NCC;
- g. Maintain the glass containers and be responsible for the cost and replacement of any glass collection containers.
- h. Pay for appropriate glass containers to all new properties built beyond the start of the Project;
- i. Ensure that, should MDC not collect the estimated 1,200 additional tonnes of glass per annum then MDC shall repay NCC their financial contribution on the following basis;
 - i. Total capital contribution = £295,100
 - ii. Pro-rata annual contribution from NCC = £59,020
 - iii. Contribution per tonne (based on collection of 1,200 additional tonnes) = £49.18

- iv. **Therefore, for each tonne under 2,000 (800 existing and 1,200 additional tonnes) not collected in any given year, MDC shall repay NCC £49.18 per tonne.**
- j. *(example – Year 1 total glass collected by MDC = 1,800 tonnes meaning a shortfall of 200 tonnes and therefore a repayment due to NCC of £9,836.)*
- k. Ensure that, should MDC terminate the glass collection scheme within a period of five years from April 20XX, then MDC shall refund NCC a proportion of its £295,100 capital contribution on the following basis;
 - i. Should the scheme be withdrawn during year 1 of the Project then NCC's full contribution shall be refunded;
 - ii. If this should happen in Year 2 then 80% of NCC's financial contribution shall be refunded;
 - iii. If this should happen in Year 3 then 60% of NCC's financial contribution shall be refunded;
 - iv. If this should happen in Year 4 then 40% of NCC's financial contribution shall be refunded; or
 - v. If this should happen in Year 5 then 20% of NCC's financial contribution shall be refunded.

*Clause 4.1 is to be legally binding

4.2. NCC will:

- a. Provide funding as capital finance to the amount of £295,100 to enable MDC to deliver the Project via the purchase of:
 - i. 1 sound proofed refuse freighter;
 - ii. The purchase of collection containers for all households in the district;
 - iii. Design and print of promotional leaflet to be sent out with council tax;
 - iv. Design and print of promotional leaflet to be sent out with collection containers;
 - v. The delivery of the collection containers and associated leaflets to MDC residents;
 - vi. Artwork for the refuse freighter.
- b. Enable and support MDC in managing the communications, delivery and operation of the project.

*Clause 4.2 is to be legally binding

- 4.3. The Authorities agree that NCC shall take the full benefit of any savings achieved through the shift of residual waste to other waste streams and all associated waste disposal savings.
- 4.4. The Authorities agree that MDC shall be entitled to all income generated through the sale of the glass and paid recycling credits by NCC.

- 4.5. The Authorities agree that MDC shall use all reasonable endeavours to ensure the scheme is capable of self-financing.

5. TERM AND TERMINATION

- 5.1. This SLA shall commence on the date of signature by both Authorities and shall expire five years from the commencement of service on (*Day Month Year*).

6. VARIATION

- 6.1. This SLA, including the Schedule, may only be varied by written agreement of the Authorities.

7. CHARGES AND LIABILITIES

- 7.1. Except as otherwise provided, the Authorities shall each bear their own costs and expenses incurred in complying with their obligations under this SLA.
- 7.2. Both Authorities shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any losses it suffers as a result of this SLA.

8. CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 8.1. The Authorities acknowledge that each Authority is subject to the requirements of the Freedom of Information Act (FOIA) and the Environmental Information Regulations (EIR) and shall assist and cooperate with each other to enable each Authority to comply with these information disclosure requirements.
- 8.2. Upon receipt of a request, each Authority shall be responsible for determining at its absolute discretion whether the requested information:
 - a. Is exempt from disclosure in accordance with the provisions of the FOIA or the EIR: and/or
 - b. Is to be disclosed in response to the request for information.

9. GENERAL DATA PROTECTION REGULATION

- 9.1. The Parties agree and acknowledge that this SLA shall not involve the processing of any Personal Data within the meaning of the General Data Protection Regulation (2016/679).

10. STATUS

- 10.1. With the exception of the noted clauses, this SLA is not intended to be legally binding and no legal obligations or legal rights shall arise between the Authorities from this SLA except

where specifically stated. The Authorities enter into the SLA intending to honour all their obligations.

10.2. Nothing in this SLA is intended to, or shall be deemed to, establish any partnership or joint venture between the Authorities, constitute either party as the agent of the other party, nor authorise either of the Authorities to make or enter into any commitments for or on the behalf of the other party.

11. GOVERNING LAW AND JURISDICTION

11.1. This SLA shall be governed by and construed in accordance with English law and each Authority agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

11.2. AS WITNESS the Authorities have executed this SLA as a deed on the day and year first above written.

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