

DATED

MEMORANDUM OF UNDERSTANDING

Between

CAMBRIDGE CITY COUNCIL

and

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL

**COLLABORATIVE WASTE AND RECYCLING COLLECTION
SERVICES**

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THIS AGREEMENT is dated [DATE]

PARTIES

The parties to this Memorandum of Understanding (“MoU”) are:

1. **CAMBRIDGE CITY COUNCIL** of The Guildhall, Market Square, Cambridge CB2 3QJ (“City Council”).
2. **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall Cambourne Business Park, Cambourne, Cambridge CB23 6EA (“SCDC”).

1. BACKGROUND

- 1.1 The Parties are the statutory Waste Collection Authorities (WCAs) for the City of Cambridge and South Cambridgeshire respectively. They are also members of The Cambridgeshire and Peterborough Waste Partnership (RECAP) and have agreed in principle to work together to explore opportunities for the collaborative provision of waste and recycling collection services, initially at the proposed cross-border developments at Cambridge North West and Cambridge South shown for identification purposes edged with a thick black line only on the maps in Annex A (“the Border Areas”).
- 1.2 The aim of the initial collaboration is to deliver a single Cross Border Waste Collection Service (“the Service”) at the Border Areas by one designated authority (“DWCC”) which shall be either the City Council or SCDC in order to improve efficiencies and deliver savings to the public purse. It is intended that the designation of the DWCC, the service levels and other arrangements specific to a particular collaboration shall be recorded under a separate binding Service Level Agreement (“SLA”) to be agreed by the Parties before commencement of the Service. The Parties may decide in the future to add other border areas to the SLA under individual Border Area Agreements in a form set out in the SLA (“BAA”). The SLA shall be in the form set out in Annex B.
- 1.3 The parties wish to record the basis on which they will collaborate with each other on the Service. This MoU sets out:
 - (a) the key objectives;
 - (b) the principles of collaboration;
 - (c) the Service’s Guiding Principles;

- (d) the Review Process;
- (e) the implementation and variation provisions;
- (f) the Termination and other provisions;
- (g) the Information Sharing arrangements.

2. KEY OBJECTIVES

2.1 The key objectives of cross border collaboration are as follows:

2.2 **Providing best value for money waste and recycling services.** Providing sustained value for money services through cross border collaboration, which deliver lower costs to the public purse.

2.3 **Leveling-up of services.** Providing joined-up consistently high quality services across border areas.

2.4 **Improved environmental performance.** Wherever possible reducing the carbon impact of service delivery across border areas.

3. PRINCIPLES OF COLLABORATION

The parties agree to adopt the following principles during the life of this MoU (**Principles**):

- (a) Commitment and willingness - to collaborate, co-operate and compromise.
- (b) Strong leadership and clear governance - to ensure effective decisions are made at the appropriate level
- (c) Good communications and continuous dialogue - to deal with issues promptly and effectively
- (d) Learning from each other, sharing best practice and information - compliant with applicable laws and agreements e.g. the Cambridgeshire Information Sharing Framework
- (e) Build trust through openness, honesty and transparency
- (f) Treating each other as equals, recognising differences and respecting each Party's operational, financial and political positions.
- (g) Fair and equitable contributions - to the benefit and mutual advantage of each Party

- (h) Act in good faith - to support achievement of the Key Objectives and compliance with these Principles.

4. GUIDING PRINCIPLES

4.1 In order to meet the Key Objectives, the following guiding principles of the Service are agreed.

- (a) There is a presumption that there should be, wherever possible and necessary, a single DWCC which shall be either the City Council or SCDC.
- (b) There is a presumption that the DWCC for a particular development or locality will be that Party that can deliver the Service at the lowest net additional cost to the public purse.
- (c) The Service shall be operated by the DWCC in all respects as if the development or locality was within its own border and shall be comparable or better with the service currently enjoyed by customers on both sides of the border.
- (d) All cost benefits resulting from delivery of the Service shall be shared equally by the Parties irrespective of which party is the DWCC, subject to this not conflicting with the terms of any S106 agreement applying to the relevant area.
- (e) The Parties commit to seeking out improvements and further efficiencies to the Service and, where possible, securing these for future delivery

5. GOVERNANCE

5.1 This MoU shall be reviewed regularly and at least every five years by the Members representing the Parties on The Cambridgeshire and Peterborough Waste Partnership (RECAP) Board to assess whether the Key Objectives and Guiding Principles are being delivered and followed. The Members shall be supported by their respective senior officers representing the Parties on the RECAP Joint Waste Officer Group (“JWOG”).

5.2 SLAs will include binding arrangements and joint governance of collaborative services

6. IMPLEMENTATION

6.1 Implementation of the Service at a particular border area shall not commence unless the Parties have signed the SLA specific to that border area. Any variations to the Service shall not be implemented until the Parties have signed variations to the SLA specific to that border area.

7. TERM AND TERMINATION

7.1 This MoU shall commence on the date of signature by both parties, and shall continue until Termination pursuant to clause 7.2.

7.2 Either party may terminate this MoU by giving at least 6 months notice in writing to the other party at any time.

7.3 Upon termination of this MoU, the SLA and any BAAs created under it will continue independently in accordance with their own terms and conditions.

7.4 Termination of a BAA has the effect of removing that border area from the Principles of this MoU only.

8. VARIATION

This MoU, may only be varied by written agreement of the Parties.

9. INFORMATION SHARING ARRANGEMENTS.

9.1 The Parties agree to share all information necessary for the successful provision of the Service, including development and delivery of joint communications and publicity.

10. STATUS

10.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

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

11. GOVERNING LAW AND JURISDICTION

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

Signed for and on behalf of the the City
Council

Signature:
Name:
Position:
Date:

Signed for and on behalf of SCDC

Signature:
Name:
Position:
Date: