

DATED

2014

**SHARED SERVICES AGREEMENT
FOR THE COLLECTION OF WASTE AT THE NORTH WEST
CAMBRIDGE (University) SITE**

between

CAMBRIDGE CITY COUNCIL

and

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL

CONTENTS

Clauses

1. Definitions and Interpretation
2. Commencement and Term
3. Principles of Collaboration
4. City Council Obligations
5. District Council Obligations
6. Shared Service Team
7. Management of the Shared Service
8. Shared Service Review
9. Indemnities and Insurance
10. Intellectual Property
11. Termination
12. Information
13. Press Releases
14. Force Majeure
15. Notices
16. Status of the Parties
17. Assignment
18. Third Parties
19. Whole Agreement and Variations to the Agreement
20. Disputes
21. Governing Law

Schedules

- | | |
|------------|------------------------------|
| Schedule 1 | Site Plan |
| Schedule 2 | Shared Service |
| Schedule 3 | Shared Service Costs |
| Schedule 4 | Extracts from S106 Agreement |
| Schedule 5 | Memorandum of Understanding |

THIS AGREEMENT is made the _____ day of _____ 2014

BETWEEN:

(1) **CAMBRIDGE CITY COUNCIL** of the Guildhall, Market Square,
Cambridge CB2 3QJ (“City Council”)

AND

(2) **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South
Cambridgeshire Hall, Cambourne Business Park, Cambourne,
Cambridgeshire CB23 6EA (“District Council”)

BACKGROUND

- (A) The Parties have agreed to establish and operate a Shared Service arrangement for the collection of waste at the Site for both Councils.
- (B) This Agreement sets out the terms and conditions for the establishment and operation of the Shared Service between the Parties, including:
- the key objectives of the Shared Service;
 - the principles of collaboration;
 - the management of the Shared Service; and
 - the respective roles and responsibilities the Parties will have during the currency of this Agreement.
- (C) This Agreement is one that establishes co-operation between public bodies in order to carry out a public task, governed solely by considerations and requirements relating to the pursuit of objectives in the public interest and accordingly is not within the scope of the Public Contracts Regulations 2006 (as amended). The Parties have entered into this Agreement in reliance on their powers under Local Authorities (Goods and Services) Act 1970 and the exclusive rights given to local authorities to undertake administrative arrangements of this nature in sections 101, 102, sections 112 and 113 of the Local Government Act 1972, and the regulations made under these Acts, together with the general power within section 2 of the Local Government Act 2000 and

Section 1 of the Localism Act 2011 and the supporting provisions within section 111 Local Government Act 1972.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

1.1

“Agreement”	means this Agreement;
“Authorised Officer”	means the officer authorised by the City Council to manage the provision of the Shared service at day to day operational level;
“Authorised Representative”	Means the officer of the District Council authorised to liaise with the Authorised Manager in relation to the provision of the Shared service at day to day operational level
“Bring Site”	Means an area within the Site designated as such by the City Council where individuals can bring specified Household Waste materials as detailed in clause 11 of Schedule 2 for recycling Household Waste items which are too large to be placed in the concrete bunkers through the input bin.
“Bulky Waste”	
“Claims”	means all demands, claims and liabilities (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature

	whatsoever and all costs and expenses (including without limitation legal costs) incurred in connection therewith;
“Commencement Date”	means 1 st October 2014;
“Confidential Information”	means all information disclosed by one Party to another Party provided that such item of information would appear to a reasonable person to be confidential or is clearly marked as confidential or is accompanied by a written statement that the same is confidential or proprietary;
“CWCA”	means the Commissioning Waste Collection Authority for which the purposes of this Agreement is the District Council;
“Data Processor”	shall have the same meaning as set out in the DPA;
“DWCC”	means the Designated Waste Collection Council which for the purposes of this Agreement is the City Council;
“DPA”	means the Data Protection Act 1998;
“EIR”	means the Environmental Information Regulations 2004;
“Exit Plan”	means the plan for the dissolution of the Shared Service in the event of the expiry or termination of this Agreement for any reason, which is to be developed by the Parties pursuant to clauses 11.7 and 11.8 of this Agreement;
“Financial Year”	means a year beginning on 1 st April and ending on the following 31 st March;

“FOIA”	means the Freedom of Information Act 2000;
‘Household Waste’	Has the meaning given under the Controlled Waste Regulations 2012
“Information”	has the meaning given under section 84 of FOIA;
“Initial Term”	this Agreement shall come into effect on the Commencement Date and subject to clause 11 (Termination) and clause 8 (Shared Service Review) shall continue in force for an initial term of seven (7) years and indefinitely thereafter until terminated by either Party giving prior written notice in accordance with clause 11;
“Intellectual Property”	any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures

	and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites;
“Net Operating Costs”	Means the costs defined in Schedule 3 to this Agreement;
“Party”	means a party to this Agreement and “Parties” shall be construed accordingly;
“Plan”	means the plan at Schedule 1 to this Agreement;
“S106 Agreement”	means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated 22 nd February 2013 which includes but is not limited to the provisions of the S106 Agreement included at Schedule 4 to this Agreement;
“Shared Service”	means the Shared Service for the collection of waste from the Site as specified in Schedule 2;
“Shared Service Team”	means the people employed by the City Council to work in the Shared Service;
“Site”	means the area of land between Huntingdon Road and Madingley Road in Cambridge and the M11 trunk road shown (in relation to the City Council’s land) edged red and (in relation to the District Council’s land) green on the plan attached at Schedule 1 of this Agreement;

1.2 A reference to one gender shall include a reference to the other genders.

- 1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.6 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.7 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
- 1.8 Where there is any conflict or inconsistency between the provisions of the Agreement, such conflict or inconsistency shall be resolved according to the following order of priority:
 - (a) the S106 Agreement (which includes but is not limited to Schedule 4 to this Agreement);
 - (b) the clauses of this Agreement;
 - (c) Schedule 2 of this Agreement;
 - (d) the remaining Schedules of this Agreement.

2. COMMENCEMENT AND TERM

- 2.1 This Agreement shall commence on the Commencement Date and shall continue for the Initial Term unless terminated earlier pursuant to and in accordance with clause 11 (Termination) or extended pursuant to clause 2.3.
- 2.2 Not later than the sixth anniversary of the Commencement Date the Parties shall engage in discussions to agree whether to extend the Initial Term for a further period of 12 months or such other period as may be agreed pursuant to clause 2.3.

- 2.3 The Parties may by written agreement extend the Initial Term for a further period of 12 months or such other period as may be agreed in writing. The provisions of this Agreement will apply throughout any such extended period. For the avoidance of doubt there shall be no limitation on the number of times that the Parties may by written agreement extend the Initial Term for a period of 12 months or such longer period as the Parties may agree pursuant to this clause.

3. PRINCIPLES OF COLLABORATION

- 3.1 The Parties agree:

- 3.1.1 to work together in the development and operation of the Shared Service;
- 3.1.2 to co-operate fully with each other in relation to the Shared Service and to act at all times in such a way as to safeguard and further the common interests of the Parties in respect of the Shared Service.

- 3.2 The Parties agree to co-operate in:

- 3.2.1 developing, maintaining and updating an operations protocol for the Shared Service with the University of Cambridge;
- 3.2.2 where appropriate, harmonising administrative and other relevant policies, procedures and structures;
- 3.2.3 where appropriate, developing and sharing resources and sharing any other common facilities;
- 3.2.4 seeking out improvements and further efficiencies to the Shared Service and where possible securing these for future delivery;
- 3.2.5 engaging in any further activities to facilitate or which are conducive or incidental to their respective responsibilities to the Shared Service or as agreed from time to time by the Parties.

4. CITY COUNCIL OBLIGATIONS

- 4.1 Subject to clause 5 of this Agreement, the Parties agree that the City Council shall:
- 4.1.1 deliver the Shared Service at the Site;

4.1.2 operate the Shared Service at the Site in all respects as if the Site was within its own border and shall (as far as is reasonably possible) be comparable to the waste collection service currently enjoyed by customers on both sides of the border of the Site; as detailed in Schedule 2 to this Agreement

5. DISTRICT COUNCIL OBLIGATIONS

5.1 The District Council shall pay the City Council the charges as defined, calculated and invoiced in accordance with Schedule 3 (Calculation and Reimbursement of Costs) and informed by Schedule 4 (Extracts from S106 Agreement) of this Agreement.

5.2 The City Council shall invoice the District Council for payment of the charges as set out in Schedule 3. All invoices shall be directed to the Authorised Representative.

5.3 The District Council shall pay the invoices referred to in clause 5.2 including VAT (if appropriate) within 30 days of receipt.

6. SHARED SERVICE TEAM

6.1 The Parties agree that sufficient and appropriately trained staff shall be engaged by the City Council to provide the Shared Service.

7. MANAGEMENT OF THE SHARED SERVICE

7.1 The City Council shall appoint and authorise an Authorised Officer to manage the Shared Service on its behalf at a day to day operational level.

7.2 The District Council shall appoint and authorise an Authorised Representative to liaise with the City Council's Authorised Officer at a day to day operational level.

7.3 If the District Council requires any explanation or clarification or direction related to the Shared Service, its Authorised Representative shall contact the City Council Authorised Officer.

7.4 The City Council shall advise the District Council of the name and contact details of the Authorised Officer and the District Council shall advise the

City Council of the name and contact details for the Authorised Representative on the Commencement Date;

- 7.5 Occasionally the Authorised Officer and the Authorised Representative may appoint another person to act in their place. Each Party shall notify the other of such appointments.
- 7.6 The Authorised Officer and the Authorised Representative shall be available during normal working hours to be contacted and to work in connection with the operation and delivery of the Shared Service. Normal working hours are 09:00 to 17:00 hours on all days of the week except Saturdays, Sundays and public holidays in England (and in their absence to have an appropriate cover)
- 7.7 The Authorised Officer and the Authorised Representative shall meet or hold a telephone conference at least once each month to monitor the performance of the Shared Service at a day to day operational level.

8. SHARED SERVICE REVIEW

- 8.1 An authorised Director of the City Council and an authorised Director of the District Council (or Heads of Service appointed by such Directors) shall meet no less than once a year to review the terms of this Agreement and the operation of the Shared Service, and the Net Operating Costs, with the aim of maintaining best practice and excellent customer service in the following 12 month period.
- 8.2 Changes may be agreed by a Director of the City Council and a Director of the District Council or Heads of Service appointed by the said Directors if:
- 8.2.1 within the scope of the authority of the Directors and not in conflict with the terms of the S106 Agreement;
 - 8.2.2 recorded in writing as amendments to this Agreement;
 - 8.2.3 reasonably capable of implementation without excessive cost to either party
- 8.3 If changes are required that are outside the scope of the authority set out in clause 8.2 the decisions shall be referred for discussion and decision

through the appropriate process to the relevant councillors or committees of the City Council and the District Council for decision.

9. INDEMNITIES AND INSURANCE

- 9.1 Each Party (“the Indemnifying Party”) shall indemnify and keep indemnified the other Party (“Indemnified Party”) fully against all third party claims that may be brought against or suffered by the Indemnified Party arising out of any breach of this Agreement by the Indemnifying Party.
- 9.2 The Parties shall each identify any particular risks either as a risk specific to themselves as a Party or as a risk specific to the Shared Service or both. The Parties shall notify the Authorised Officer and the Authorised Representative (who shall notify their respective Heads of Service) of any identified risks and such risks shall be managed by agreement between the Parties (acting reasonably).
- 9.3 Each Party shall maintain the following insurance throughout the duration of this Agreement:
- 9.3.1 public liability insurance of not less than £5 million;
 - 9.3.2 employer’s liability insurance of not less than £10 million in respect of any of their staff employed to work in connection with the Shared Service in accordance with any legal requirement for the time being in force.
- 9.4 In addition to clause 9.3, each Party shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all reasonably foreseeable risks and Claims that may be incurred by them arising out of this Shared Service Agreement and in the performance of their obligations under it, including death or personal injury, loss or damage to property or any other foreseeable loss;
- 9.5 For the avoidance of doubt, costs related to any Claims (including legal costs) not covered by the Parties insurance policies shall be shared equally between the Parties.

10. INTELLECTUAL PROPERTY

- 10.1 Each Party grants to the other or shall procure the grant to the other of a non-exclusive, royalty-free, worldwide, irrevocable, freely assignable, perpetual licence of any Intellectual Property owned by that Party or licensed to it which is necessary or desirable for the effective and efficient operation of the Shared Service. Ownership of such Intellectual Property shall not be affected by this Agreement and accordingly, to the extent that such Intellectual Property exists at the Commencement Date, ownership of it shall remain with the Party which owns it at that date.
- 10.2 All Intellectual Property created after the Commencement Date and during the term of this Agreement which is wholly or substantially connected with the Shared Service shall be owned by the Parties jointly and each Party undertakes that it will, at its own cost, execute such further documents and do such acts as may be necessary for securing, confirming or vesting right, title and interest in such Intellectual Property in the other Party.

11. TERMINATION

- 11.1 Either Party may terminate its participation in the Shared Service upon giving to the other at least eighteen (18) months' notice in writing.
- 11.2 This Agreement may be terminated at any time if both Parties so agree or if the Parties agree to enter into a shared service for waste collection through a single service or other arrangement that renders this agreement redundant.
- 11.3 Subject to clause 14 (Force Majeure), this Agreement may be terminated by one Party ("the Terminating Party") giving the other ("the Party in Breach") at least three months' notice in writing if the Party in Breach has committed a material breach of any of its obligations under this Agreement and (in the case of a breach which is capable of remedy) has failed to remedy the same within a period of sixty (60) days after receipt of written notice from the Terminating Party giving full particulars of the breach and the steps required to remedy it.

- 11.4 For the purposes of clause 11.3, a breach shall be considered capable of remedy if the Party in Breach can comply with the obligation in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).
- 11.5 In the event that this Agreement is terminated in accordance with the provisions of clause 11.7 or 11.8 then to the extent that such action results in the other Party incurring additional costs (including in relation to redundancy costs and payments in respect of staff within the Shared Service Team) that it would not otherwise have incurred, then the Party giving notice pursuant to clause 11.1 or the Party in Breach pursuant to clause 11.3 (as applicable) shall be liable for such additional costs, provided that it receives a full and complete breakdown and justifications of the additional costs from the other Party.
- 11.6 Upon the termination of this Agreement for whatever reason or upon the expiry of this Agreement the Parties shall take such steps as may be necessary in order to wind-up the Shared Service in a fair and orderly manner in accordance with this Agreement and the Exit Plan.
- 11.7 The Parties shall agree the details of an Exit Plan no later than 6 months from the Commencement Date.
- 11.8 The Parties agree that the Exit Plan shall be updated and reviewed by the Parties annually.

12. INFORMATION

- 12.1 The Parties shall comply with any notification requirements under the DPA and will duly observe all their respective obligations under the DPA, which arise in connection with this Agreement.
- 12.2 Notwithstanding the general obligation in clause 12.1, where one Party (“the processing Party”) is processing Personal Data as a Data Processor for another Party, the processing Party shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or

unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and shall

12.2.1 provide the other Party with such information as the other Party may reasonably require to satisfy itself that the processing Party is complying with its obligations under the DPA;

12.2.2 promptly notify the other Party of any breach of the security measures required to be put in place pursuant to clause 12.2; and

12.2.3 ensure that it does not knowingly or negligently do or omit to do anything which places the other Party in breach of that Party's obligations under the DPA.

12.3 The Parties acknowledge that they are each subject to the requirements of FOIA and EIR and shall assist and co-operate with each other (at their own expense) to enable each Party to comply with the Information disclosure requirements of FOIA and EIR and acknowledge that Confidential Information may be disclosed to comply with FOIA and/or EIR obligations.

12.4 Each Party shall use its best endeavours to keep in strict confidence, and shall ensure that its employees and agents keep in strict confidence, all and any Confidential Information acquired by it (whether directly or indirectly), concerning the other Party in consequence of this Agreement.

12.5 Neither Party shall use or disclose any Confidential Information received by it other than for the purpose of the Shared Service provided that a Party may otherwise use Confidential Information which:

12.5.1 at the time of disclosure is generally available to the public;

12.5.2 after disclosure becomes generally available to the public through no fault of the receiving Party;

12.5.3 the receiving Party can show was in its possession prior to the disclosure without any restriction on disclosure and which was not acquired directly or indirectly from the other Party; or

12.5.4 the disclosure is required by law.

12.6 The provisions of this clause 12 shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

13. PRESS RELEASES

13.1 All press or other public announcements concerning the Shared Service shall be:

13.1.1 made only by the person or persons authorised from time to time by the City Council and the District Council to make such announcements;

13.1.2 notified to the other party at least 24 hours in advance:

13.1.3 agreed with the other party before being issued;

14. FORCE MAJEURE

14.1 Neither Party shall be considered in breach of its obligations under this Agreement or be responsible for any delay in the carrying out of such obligations, if the performance thereof is prevented or delayed wholly or in part as a consequence whether direct or indirect of war (whether war be declared or not), emergency, accident, fire, earthquake, flood, storm, act of God, strike, industrial action, or any other cause beyond the reasonable control of the Party affected.

14.2 If the performance of either Party's obligations under this Agreement is in the reasonable opinion of that Party likely to be hindered, delayed or affected by a reason falling within this clause 14 then the Party so affected shall promptly notify the other Party in writing.

15. NOTICES

15.1 All and any notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the relevant Party given in this Agreement or to such other address as it may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class pre-paid letter post or by facsimile transmission or electronic mail attached if attached as a pdf and sent to the Authorised Officer or Authorised Representative and shall

be deemed to have been served if by personal delivery when delivered, if by first class post five (5) days after posting and if by facsimile transmission when despatched.

16. STATUS OF THE PARTIES

16.1 The Shared Service shall have no legal existence apart from the Parties and the commitments between them under this Agreement.

16.2 Save as is expressly stated and provided for in this Agreement, nothing in this Agreement shall be construed as establishing or implying a merger of institutions, the establishment of a corporation, a partnership or any other form of entity having a legal personality whatsoever and nothing in this Agreement shall be deemed to constitute either of the Parties as the agent of the other or authorise or entitle either Party to (or represent itself as having authority or power to):

16.2.1 incur any expenses on behalf of the other Party;

16.2.2 enter into any engagement or make any representation or warranty on behalf of the other Party;

16.2.3 to pledge the credit of, or otherwise bind or oblige the other Party; or

16.2.4 undertake any liability or obligation on behalf of or commit the other Party in any way whatsoever;

without in each case obtaining the prior written consent of the other Party.

16.3 The Parties acknowledge that collaboration between the Parties in respect of the subject matter of this Agreement has become known as “the North West Cambridge waste collection Shared Service” and that this title may continue to be attached to the collaboration of the Parties as set out in this Agreement. The Parties agree, however, that this should not in any way prejudice clauses 16.1 and 16.2.

17. ASSIGNMENT

17.1 This Agreement is personal to the Parties and shall not be assigned or transferred (nor the performance of any obligation hereunder

subcontracted) by either Party without the prior written consent of the other Party.

18. THIRD PARTIES

18.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

19. WHOLE AGREEMENT AND VARIATIONS TO THE AGREEMENT

19.1 This Agreement (including the documents and instruments referred to herein) supersedes all prior representations, arrangements, understandings and agreement between the Parties (whether written to oral) relating to the subject matter hereof

19.2 This agreement is informed by the documents referred to in the Schedules and sets forth the entire complete and exclusive agreement and understanding between the Parties relating to the subject matter hereof.

19.3 Each Party warrants to the other Party that it has not relied on any representation, arrangement, understanding or agreement, whether written or oral not expressly set out or referred in this Agreement.

19.4 Subject to the requirements set out in Clause 8 this Agreement may be varied by the written agreement of the Parties and the Parties shall execute all such deeds or other documents as may thereupon become necessary to give effect to such variation.

20. DISPUTES

20.1 In the event of any dispute or difference arising between the Parties as to the construction or application of this Agreement or as to any issue arising thereunder the Parties shall take all reasonable steps that shall lie within their respective powers to resolve such dispute or difference whether by negotiation, mediation or other appropriate form of dispute

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resolution procedure and the Parties shall only have recourse to any legal or arbitration proceedings in the event of the failure of such bona fide endeavours to resolve the dispute or difference in question by alternative methods of dispute resolution unless a Party has good cause to have recourse to legal or arbitration proceedings to avoid damage to its business or to protect or preserve any right of action it may have.

21. GOVERNING LAW

- 21.1 This Agreement is made and shall be governed by and construed in accordance with English Law and the Parties hereby submit to the exclusive jurisdiction of the English Courts.
- 21.2 If any conflict shall arise between the provisions of this Agreement and the law relating to local government in England from time to time, the latter shall prevail.

IN WITNESS WHEREOF the Parties have executed this Agreement in a manner legally binding on them the day and year first above written.

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SCHEDULE 1
Site Plan

SCHEDULE 2

Shared Service Specification

Principles

1. This Schedule is intended to record the details of the household waste collection service to be provided by the City Council at the Site and to inform the Shared Service Agreement (SSA) between the City Council and SCDC
2. In relation to cross border developments there is a general presumption that there should be a single council providing waste and recycling services where it makes operational and financial sense to do so
3. The parties have agreed that the City Council will operate as the waste collection council on the Site on behalf of itself and the District Council.
4. This protocol/document is drafted to be consistent with principles approved by
 - 4.1. The Report to the Cambridge Fringes Joint Planning Committee on 23 September 2011
 - 4.2. The Report to the City Council Environment Scrutiny Committee on 26th June 2013
 - 4.3. The S106 Agreement
 - 4.4. The Report to the District Council's Environmental Services Portfolio Holder on 26th November 2013
 - 4.5. The Memorandum of Understanding attached as Schedule 5 to this Agreement
5. The City Council and the District Council support the principles of underground waste storage collection for the Site

The system

6. The proposed underground system will comprise concrete bunkers set underground, bin liners or containers which hold the waste and are located in the bunker and surface entry points or input bins mounted on a section of paving or platform. Only the input bin and any paving is visible at street level.
7. The underground bins have storage volumes typically between 3,000 and 5,000 litres. It is anticipated that there will be approximately 155 sites across the development which will provide facilities for three waste streams as detailed in 10 below.
8. In relation to each waste stream the capacity of the bins has been designed to accommodate estimated household waste volumes for a fortnight

Scope of waste collection service

9. It is anticipated that the City Council will not make collections on a more than fortnightly basis

10. The City Council will collect the following materials from the Site on the same basis as the household waste collection services provided by the City Council and the District Council within the remainder of their administrative areas:

10.1. household waste and recycling from the containers on the Site including recycling materials, residual waste including food waste and mixed paper and batteries

10.2. bulky waste

10.3. clinical waste

11. The City Council will arrange for the collection of specified items from the Bring Sites: currently small WEEE, light bulbs and batteries, textiles, books and media. These items are subject to change dependent on the current market for recyclables.

12. The City Council will not collect

12.1. garden waste including grass and hedge cuttings flowers and weeds bark and untreated wood soil and stones

12.2. Waste from overloaded systems or materials outside the containers

Outside scope of waste collection service

13. The City Council and District Council understand that

13.1. Home composting facilities will be provided by the University of Cambridge to all households with a garden enabling home composting of garden and some household food waste

13.2. The University of Cambridge will also set up and run a community composting scheme

13.3. The University of Cambridge will set up own and maintain Bring Site facilities across the site

14. The University is responsible for

14.1. Waste from overloaded systems or materials outside the containers

14.2. Garden waste

SCHEDULE 3
Shared Service Costs
SCHEDULE 3 Shared Service Costs

- 1) The parties have agreed that for the purposes of this schedule Net Operating Costs means the total operating costs incurred by the City Council in providing the Shared Service to those dwellings within the Site less
 - a) any income from recycling credits received during the financial year for those properties within the site
 - b) any contribution paid by the University of Cambridge to the City Council as part of its obligations under Schedule 9 of the S106 agreement for the year in question
 - c) any income from the sale of recyclable material during the financial year for those properties within the site
- 2) The parties have agreed that the charge to the District Council will be
 - a) the Net Operating Costs for the Site
 - b) divided by the number of dwellings receiving the Service
 - c) multiplied by the number of dwellings receiving the Service within the administrative area of the District Council
- 3) The City Council will
 - a) provide the District Council with up to date records of income and expenditure under the cost centre(s) within a reasonable time of such information being requested.
- 4) The parties have agreed that
 - a) The initial invoice will be from the beginning of the provision of the Shared Service on the Site to the end of that financial year and then annually thereafter.
 - b) The City Council will invoice the District Council at the end of the financial year for the charge calculated as set out at 2)a)-c) above with all necessary supporting information reasonably required by the District Council
 - c) The number of dwellings for which the charge is made will be calculated based on a quarterly average for each quarter. The last quarter will be an estimate if the actual figure is unknown. The estimate of the final quarter will be the same as quarter 3 plus the average increase over the year. Appropriate adjustments will be made if necessary in the invoice for the following year. .
 - d) If no agreement can be reached then the parties will resolve any issue or dispute as set out in Clauses 7 8 or 20 to this Agreement as appropriate

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SCHEDULE 4
Extracts from S106 Agreement: Schedule 9

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SCHEDULE 5
Memorandum of Understanding

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Signed for and on behalf of
CAMBRIDGE CITY COUNCIL

Signature:

.....

Name:

Jas Lally

Position:

Head of Refuse and Environment

Date:

Signed for and on behalf of **SOUTH
CAMBRIDGESHIRE DISTRICT
COUNCIL**

Signature:

.....

Name:

Mike Hill

Position:

Director of Health and Environmental
Services

Date: