

Addendum C – Sample Documents

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN Government Agency AND RECYCLING COMPANY

INTRODUCTION: ELECTRONIC EQUIPMENT RECYCLING

PURPOSE: This Memorandum of Understanding (MOU) is to establish an agreement between the Government Agency (GA) and RECYCLING COMPANY for electronic equipment recycling. GA will provide RECYCLING COMPANY with surplus electronic equipment and RECYCLING COMPANY will provide computer/electronic recycling services. Additionally, recycling electronics, rather than landfilling the material, helps improve the environment, as well as the public health, safety, and welfare of District residents.

Government Agency's RESPONSIBILITIES:

GA will provide its excess electronic equipment to RECYCLING COMPANY for recycling, reuse, recovery, and sale. GA will furnish manpower to load electronic equipment at its various county locations. Overall administration of this MOU is the responsibility of the undersigned RECYCLING COMPANY and GA representatives. GA may supply any of the following excess electronic equipment to RECYCLING COMPANY for recycling/recovery/reuse/sale:

CPU's	TV's	Keyboards
Lap Top PC's	Hard Drives	Palm Pilots
VCR's	Video Game Players	Cameras
Camcorders	Speakers	Radios/Stereos
Monitors	Connector/Cords/Wire	Communications System
CD players	Scanners	Typewriters
Copy Machines	Calculators	Telephones
Answering Machines	Cell Phones	Pagers
Test Equipment	Microwaves	Circuit Boards
Fax Machines	Printers	Fans
Mainframes	Modems	Monitors
Power Supplies	Power Tools	Sewing Machines
Audio/Visual Equipment	Misc. Electronics Devices	

RECYCLING COMPANY RESPONSIBILITIES:

Upon receiving the electronic equipment at RECYCLING COMPANY, RECYCLING COMPANY assumes ownership and full responsibility of the equipment. RECYCLING COMPANY will send notification and documentation of all loads sent.

RECYCLING COMPANY will provide the materials, personnel, and facility to recycle the equipment. **RECYCLING COMPANY** is solely responsible to ensure that all material recycled will be done in accordance with all applicable local, state, and federal laws. **RECYCLING COMPANY** assumes all responsibility for any waste generated by its electronic equipment recycling operation. Other than batteries on various computer boards and cathode ray tubes (CRTs), no hazardous waste will be shipped to **RECYCLING COMPANY**. As part of this MOU responsibility, overall administration of this MOU is the responsibility of the undersigned **RECYCLING COMPANY** representative.

PROCEDURAL COORDINATION:

SCHEDULING

GA will coordinate transportation arrangements with a local hauler. **GA** will then notify **RECYCLING COMPANY**'s coordinator of the intended dates/times. Any changes, **GA** Coordinator must be contacted no later than the Monday before the scheduled event of that week.

GA Program Coordinator:

Phone:

Fax:

Address:

RECYCLING COMPANY Coordinator:

Phone:

Fax:

Email:

Address:

If necessary, changes to the drop-off dates will be coordinated between the **GA** program coordinator and the **RECYCLING COMPANY** authorized representative.

EXCHANGE OF MATERIALS

GA will accept at any point and time a return truckload of Lead Acid and Automotive batteries from **RECYCLING COMPANY**. **GA** will also accept at any point and time a return truckload of baled plastics of certain resin types. The above named individuals will arrange for such an exchange for quantity and cost participation, if any, at least 10 days in advance.

PREPARATION AND PACKAGING:

The majority (if not all) the data/software associated with the computer systems brought in for recycling will **NOT** be removed or destroyed. **GA** does not have the capability to do this. Therefore, it is the full responsibility of **RECYCLING COMPANY** to destroy completely any and all information, should any sensitive data/software be identified.

GA will ensure that all electronics equipment are packaged on pallets or skids and shrink-wrapped or packaged in gaylord boxes.

TRANSPORTATION:

GA coordinator will contact the **RECYCLING COMPANY** representative with the number of pallets/skids and each semi-load sent out via email. **RECYCLING COMPANY** will establish security measures to ensure the prevention of damage, loss or theft of equipment until it is off-loaded at **RECYCLING COMPANY's** facility.

RECYCLING COMPANY assumes responsibility for any injury, death, or property damage that the items may cause once the equipment is received from the hauler and is in **RECYCLING COMPANY's** possession. **TRUCKING FIRM** and **RECYCLING COMPANY** become responsible for any lost/damaged items once the material is moved from **GA's** recycling locations.

RECORDS/DOCUMENTATION:

RECYCLING COMPANY will maintain accurate records/documentation regarding the disposition of electronic equipment received from the **GA**. **GA** will have access to these records or any other records **RECYCLING COMPANY** is required to maintain in relation to this MOU. **RECYCLING COMPANY** *will then send a Certificate of Recycling to GA within 30 days of receiving all excess electronic equipment.*

ENVIRONMENTAL COMPLIANCE ASSURANCE

No equipment, parts, or residual electronic materials will be landfilled. All recycling processes will take place at **RECYCLING COMPANY's** facilities and their prospective vendors. **RECYCLING COMPANY** agrees that in the performance of the work under this MOU will reflect:

- A. Compliance with all applicable federal, state, and local laws, ordinances, and regulations regarding hazardous and solid waste disposal.
- B. **RECYCLING COMPANY** will assume ownership of all **GA's** excess electronic equipment at the time of drop-off.
- C. Other than circuit board batteries and CRTs, **RECYCLING COMPANY** will accept no hazardous waste. It is the responsibility of **GA** to see this is followed.
- D. All cathode ray tube (CRT) glass will be recycled via a glass-to-glass process.
- E. All batteries removed from circuit boards will be recycled.
- F. **RECYCLING COMPANY** will provide **RECYCLING COMPANY** employees safety work equipment and workforce safety training, including monthly safety training.

LENGTH OF MOU:

This MOU will begin June 1, 2002, and proceed through June 1, 2003. Either party may terminate or extend this MOU by a 10-day written notice to the other party. Both parties will conduct a review after each recycling event to evaluate performance, procedures and remuneration.

Currently, other than transportation expenses paid by **GA** to ABC trucking company, this MOU is a “no cost” agreement. No funds will be transferred between **GA** and **RECYCLING COMPANY**. Any change in this “no cost” agreement must be received in writing from **RECYCLING COMPANY**.

Signatures:

_____ DATE _____

RECYCLING COMPANY
General Manager
Recycled Electronic Products & Services

_____ DATE _____

Government Agency

ELECTRONIC EQUIPMENT RECYCLING MANIFEST
PER MOU WITH
RECYCLING COMPANY

Destination: **RECYCLING COMPANY**
Attn: Factory Manager
STREET ADDRESS
CITY, STATE ZIP

Origin: Government Agency
District Recycling Program
STREET ADDRESS
CITY, STATE ZIP

Date _____

Total Weight _____

Item Information

Hard Drives _____

Monitors _____

Connectors/Cords/Wires _____

Keyboards _____

Audio/Visual Equipment _____

Computers _____

Printers _____

Mainframes _____

Miscellaneous _____

TV's _____

Other _____

Date Delivered _____ Carrier Signature _____

Recipient Signature _____