

**MEMORANDUM OF UNDERSTANDING BETWEEN  
DEFRA AND THE CHARTERED INSTITUTION OF  
WASTES MANAGEMENT**

**‘A COLLABORATION UNDER THE REMIT OF THE DEFRA  
WASTE, RESOURCES & SUSTAINABLE CONSUMPTION  
EVIDENCE PROGRAMME (WReSCE) TO DELIVER A  
PROGRAMME OF WORKS’**

## 1. Preamble

1. This document sets out the terms of an Agreement made on 1<sup>st</sup> April 2012 for the project:

**‘A COLLABORATION UNDER THE REMIT OF THE DEFRA WASTE, RESOURCES & SUSTAINABLE CONSUMPTION EVIDENCE PROGRAMME (WReSCE) TO DELIVER A PROGRAMME OF WORKS’**

BETWEEN:

1. **The Secretary of State for the Environment, Food and Rural Affairs** acting through the Department for Environment, Food and Rural Affairs and any persons authorised to act on the Secretary of State’s behalf (hereinafter referred to as the ‘Authority’) of the first part and
2. **The Chartered Institution of Wastes Management** (hereinafter referred to as “CIWM”) of the second part.

THEREFORE the Authority and CIWM have agreed and do hereby agree as follows:

1. The project shall be performed in accordance with and the rights and duties of the Authority and CIWM shall be regulated by:
  - 1.1 This Memorandum of Understanding; and
  - 1.2 The Framework Specification annexed hereto (Annex 1).

## 2. Term of the Agreement

This Agreement shall take effect from 1<sup>st</sup> April 2012 and shall extend to 31 March 2014, or for such further period of time as may be agreed in writing between the Parties, unless earlier terminated in accordance with Clause 7 this Agreement.

## 3. Project Management

The Project Management lead for each party to this Agreement shall be:

Authority Project Manager:	Nick Blakey
Contact details:	Defra, Head, Waste Evidence Branch, Area 5D Ergon House, 17 Smith Square, London, SW1P 3JR
	Tel: 020 7238 4370
	Email: <a href="mailto:nick.blakey@defra.gsi.gov.uk">nick.blakey@defra.gsi.gov.uk</a>

CIWM Project Manager: Ms Tracy Moffatt  
Contact details: Technical Manager, CIWM  
9 Saxon Court  
St. Peter's Gardens  
Marefair  
Northampton  
NN1 1SX  
  
Tel: 44 (0) 1604 620426  
Fax: +44 (0) 1604 621339  
Email: [tracy.moffatt@ciwm.co.uk](mailto:tracy.moffatt@ciwm.co.uk)

#### **4. Invoicing**

Following supply of a Purchase Order number by the Authority, invoices shall be submitted by CIWM in accordance with the agreed schedules. Sums shall be *inclusive* of VAT, which CIWM are required to charge at the prevailing rate. Payment will be made by the Authority within 30 days of date of receipt of an approved invoice.

Each invoice shall quote the Purchase Order Number and be sent to:

Defra  
DFSSD Payments and Receivable Services  
Lion House  
Willowburn Trading Estate  
Alnwick  
NORTHUMBERLAND  
NE66 2PF

A copy of the invoice should be addressed for the attention of:

Mr Nick Blakey  
Defra,  
Head, Waste Evidence Branch,  
Area 5D Ergon House,  
17 Smith Square,  
London, SW1P 3JR

#### **5. Publicity and Copyright**

CIWM shall ensure that the funding provided by the Authority receives due mention on all promotional literature, handouts, publications and other literature produced. The Authority will advise CIWM on the use of the Defra logo where deemed to be appropriate. Such publicity issues shall be discussed and agreed at the outset by the project management representatives listed in Clause 3 of this Agreement.

#### **6. Variations to the Agreement**

Any proposal to vary or amend this Memorandum of Understanding must be approved in writing by the Parties to the Agreement.

**7. Termination**

Either party may immediately, without prejudice to any other rights and remedies under the Agreement, terminate all, or any part of the Agreement by Notice in writing to the other party if:

- i. irreconcilable difficulties arise between the Authority and CIWM over the terms of the Agreement; or
- ii. it becomes apparent that the technical, organisational or financial project aims are unlikely to be met within a reasonable timescale.

On termination the Authority will pay CIWM:

- I. for all work completed up to the date of termination but not otherwise paid in accordance with this Agreement.
- II. for the reasonable costs incurred in termination

**8. Limitation of Liability**

Notwithstanding any other provision to the contrary, express or implied, CIWM's liability to the Authority for any cause or action whatsoever arising under this Agreement or otherwise as a result of CIWM providing the services shall be limited to The total paid to CIWM by the authority under this contract up to the date the claim and/or action arises.

This limitation will not apply to any claim for death or injury arising as a result of CIWM's negligence.

**IN WITNESS WHEREOF** the parties have executed this Agreement in duplicate on the date first stated above:

For: **The Authority**

For: **CIWM**

Signed:.....

Signed:.....

Name:.....

Name .....

Position:.....

Position:.....

## **Annex 1: Framework Specification**

CIWM will under the terms of the Arrangement, provide the Services as detailed in this Annex 1.

### **A COLLABORATION UNDER THE REMIT OF THE DEFRA WASTE, RESOURCES & SUSTAINABLE CONSUMPTION EVIDENCE PROGRAMME (WReSCE) TO DELIVER A PROGRAMME OF WORKS.**

#### *Aim*

To establish an agreed programme of evidence-based work designed to support Defra's WReSCE Programme.

#### *Objectives*

- To identify input to be prepared directly by CIWM on agreed priority topics in the form of CIWM briefing documents and reports.
- To identify suitable R & D topics to be explored through the appointment by CIWM of appropriate contractors, including programme of work, contractor costs and Authority/CIWM contributions.
- To identify joint CIWM/Authority seminars and other communication events on relevant issues.

#### *Programme of Work*

CIWM shall carry out the following activities:

- Establish a project team consisting of the following CIWM personnel: S Lee (CEO), C Murphy (DCEO), T Moffatt (Technical Manager).
- Prepare specifications for R & D projects by prior agreement with the authority.
- Assist the Authority in drawing up contractual arrangements for agreed projects.
- Where appropriate nominate an appropriate third party to coordinate and manage a project on their behalf and in agreement with the Authority.
- Provide project management assistance to aid the successful recruitment and delivery of R&D projects agreed with the Authority.
- Work in collaboration with the nominated representatives of the Authority to manage the administration of the Masters Support Programme.
- CIWM will present any contractor delivered R & D reports to the Authority for decision regarding publication. CIWM will not release such reports to other parties unless and until agreed with the Authority, unless wholly funded by CIWM.
- Disseminate reports and hold seminars, workshops and briefing sessions as agreed.
- Reporting - provide periodic reports on progress and programme development and review meetings as necessary.

*Review*

The Authority and CIWM will hold periodic meetings to review the content of this agreement and progress with the Programme of Work. More specifically, when new assignments are agreed to be carried out under this MoU, such meetings will discuss and review the objectives, clarify a set of milestones and associated outputs and agree the financial contributions required.