

Another Bright Idea Memorandum of Understanding

A Program of WasteCap Nebraska's *Take it Back Nebraska* Network

1. VOLUNTARY PARTICIPATION IN ANOTHER BRIGHT IDEA RECYCLING PROGRAM

Participation in the Another Bright Idea Fluorescent Lamp Recycling Program, (hereinafter referred to as the "*Program*") is completely voluntary. A "*Program Participant*" is defined as a business or nonprofit organization accepting fluorescent lamps from the public for recycling through the *Program*. Identification as a *Program Participant* is solely within WasteCap Nebraska's discretion and does not create any legal rights, substantive or procedural, against WasteCap Nebraska.

2. INTELLECTUAL PROPERTY

Except as expressly provided herein, neither the *Program Participant* nor WasteCap Nebraska shall have the right to use in any way the commercial or trade name(s), trademark(s), service mark(s), logo(s), or other intellectual property of the other party without their prior written consent. *Program Participant* hereby grants to WasteCap Nebraska a royalty-free, non-exclusive license to use and display the trademarks associated with its business. Such use shall be limited solely to the duration of this Agreement and any advertising or promotional activities relating thereto. WasteCap Nebraska acknowledges that the provisions of this paragraph do not convey any right, title, or ownership interest in the *Program Participant's* intellectual property. *Program Participant* represents and warrants that it will not submit for publication any mark, logo, trade name or other intellectual property for publication that infringes upon or violates any intellectual property rights, does not violate any applicable law or regulation, and will not result in defamation or invasion to any third party.

3. AMENDMENT

This Memorandum of Understanding (MOU) may be amended in writing by WasteCap Nebraska. Execution by the *Program Participant* of any written amendments made by WasteCap Nebraska is a requirement for continued participation in the *Program*.

4. INDEMNIFICATION

The *Program Participant* shall protect, indemnify, and hold harmless WasteCap Nebraska, its officers, agents, and employees from and against any and all claims, demands, suits, penalties, losses, damages, judgments or costs of any kind whatsoever (hereinafter "*Claims*") arising or in any way resulting from actions by the *Program Participant* and/or its subcontractors/vendors pursuant to this MOU.

WasteCap Nebraska shall protect, indemnify, and hold harmless *Program Participant*, its officers, agents, and employees from and against any and all *Claims* arising or in any way resulting from actions by WasteCap Nebraska pursuant to this Agreement. WasteCap Nebraska is not responsible for and does not indemnify *Program Participant* for any *Claims* filed, asserted, or alleged against *Program Participant* due to, arising out of, or in any way resulting from the actions of any subcontractors, vendors, or third parties.

The *Program Participant* shall defend at its own expense any and all *Claims* brought against WasteCap Nebraska arising out of or incident to the *Program Participant's* execution of, performance of or failure to perform this MOU. *Claims* shall include but not be limited to negligence, failure to comply with applicable federal, state or local regulations, and improper disposal of fluorescent bulbs or tubes (lamps) (in whole or in part).

WasteCap Nebraska shall defend at its own expense any and all *Claims* brought against *Program Participant* arising out of WasteCap Nebraska's execution of, performance of or failure to perform this MOU. WasteCap Nebraska is not required to nor is it obligated to defend any *Claims* brought against *Program Participant* arising out of, or in any way resulting from the actions of any subcontractors, vendors, or third parties.

5. TERM OF MOU & TERMINATION POLICY

This MOU is valid for the duration of the *Program*. The *Program* will continue as long as funding is available and at the sole discretion of WasteCap Nebraska. Participation in the *Program* may be terminated by either the *Program Participant* or by WasteCap Nebraska, for any reason, upon notification to the other party. WasteCap Nebraska may terminate the *Program Participant's* MOU and involvement in the *Program* prior to the annual renewal/termination date. Termination shall not limit, waive, or extinguish any right or remedy provided by the above Indemnification.

6. PROGRAM GUIDELINES and REGISTRATION FORM

Program Participant agrees to follow Program Guidelines provided in Attachment I, and to fill out and return to WasteCap Nebraska the Registration Form found in Attachment II.

Attachment I

Another Bright Idea PROGRAM GUIDELINES

1. GENERAL GUIDELINES

- A. Accept items specified on the attached Registration Form for recycling and ensure that these items are managed in an environmentally sound and responsible manner in accordance with all local, state and federal environmental regulations and standards prior to collection by a WasteCap Nebraska-Certified Recycling Provider.
- B. Deliver collected fluorescent lamps to a central collection point, or permit collection by a Certified Recycling Provider, of all items specified in the attached Registration Form.
- C. Provide employee training programs for proper handling of lamps. (Training materials will be provided by WasteCap Nebraska.)
- D. Provide **monthly documentation** on the quantities of fluorescent lamps collected for recycling using the Volume Reporting Schedule, provided by WasteCap Nebraska.
- E. Assign a Designated Representative to be responsible for undertaking *Program* activities in conformance with this Agreement.
- F. Utilize WasteCap Nebraska display information in a prominent place at collection site.
- G. Notify WasteCap Nebraska of any changes to the information outlined on the attached Registration Form in writing within ten (10) days. Changes will be recorded in *Program* materials and Web site upon receipt of the written notification (i.e., types of lamps accepted; hours of operation).

2. RECYCLING COSTS & PRICING

- A. The cost of recycling Compact Fluorescent Lamps (CFLs) is paid for by grant funds for the duration of the grant period. *Program Participants* have the option of recycling other fluorescent lamps, such as 4'-8' tubes, U-bends, or circular lamps. The recycling costs for these other lamps are not covered by grant funds.
- B. *Program Participants* are responsible to pay the cost of recycling non-CFL lamps by charging customers a surcharge for recycling. Refer to the "WC Tier 2 Price" column found in the attached Pricing Schedule to find the cost of recycling non-CFL lamps, and to help determine what prices to charge customers. Also note that the Certified Recycling Provider charges a fuel surcharge fee to pick up CFLs and other lamps for recycling.
- C. WasteCap Nebraska will invoice *Program Participants* for any recycling fees, to be subsequently paid to the Certified Recycling Provider.

3. REUSE AND RECYCLING STANDARDS

- A. Fluorescent bulbs and tubes (lamps): Recyclable commodities include glass, mercury and metal. **All recyclable materials that are received as part of the Program must be recycled.** *Program Participant* must ensure that recyclable materials are handled and processed in a manner that does not adversely impact the environment and are in compliance with all local, state and federal environmental regulations and standards while in *Program Participant's* possession.
- B. *Program Participant* must follow the procedure for handling broken lamps as provided in WasteCap Nebraska training materials.

4. CERTIFICATE OF INSURANCE

The *Program Participant* certifies that they maintain General Liability Insurance in the amount of \$1,000,000 per Occurrence, \$2,000,000 Aggregate; Workers Compensation Insurance; and Employer's Liability/Stop Gap of \$1,000,000.

Attachment II

***Another Bright Idea* REGISTRATION FORM**

Company/Organization Name*		
Designated Representative		
Representative's E-mail		
Representative's Phone Number		
Mailing Address		
Street Address*		
Email address*		
Phone number*		
Fax number		
Website address*		
Days and hours of operation*		
Description of Recycling Services (include pick-up, drop-off information, minimum quantities accepted, or other specific requirements)		
<i>*to be listed on the ABI publications and website</i>		
Type of Equipment Accepted	Type and Description	How Much Will You Charge?
Compact Fluorescents (CFL)		(free during grant period)
Other Fluorescent and Mercury Containing Lamps		

_____ (initials) We have read and agree to the ***Another Bright Idea* Memorandum of Understanding and Program Guidelines (Attachment I)**.

_____ (initials) We certify that the business or organization listed above carries General Liability Insurance, as specified in the **Program Guidelines (Attachment I)**.

SIGNATURES

Approved for Participating Business/Organization:

Designated Representative Signature

Date

Approved for WasteCap Nebraska:

Carrie Hakenkamp, Executive Director

Date