

Service Level Agreement 2018/19

AGREEMENT

This agreement relates to the provision of services by Keep Northern Ireland Beautiful to Belfast City Council in respect of its Eco-Schools programme and the delivery of a school based waste competition.

DATED.....

This Agreement is made between the following parties:

Keep Northern Ireland Beautiful, Bridge House, 2 Paulett Avenue, Belfast. BT5 4HD. HMRC Charity No XR36767, NI Charity No NIC 102973, Company No NI38848, VAT Reg No 860 203657.

And

Belfast City Council, Belfast City Hall, Belfast BT1 5GS. Hereafter referred to as the council.

BUSINESS CASE

The focus of the Eco-Schools Programme is to move from awareness in the curriculum to practical action as a whole school and wider community. Once registered on the programme schools work through a simple 7-step process to embed a long-term environmental management scheme. **Eco-Schools research has proven the benefits of this pupil led environmental management scheme in minimising waste being sent to landfill**, reducing water and energy consumption and bringing about a modal shift away from car use for transport to and from school. This change reduces consumption and can deliver cost savings to schools, families and councils.

There is a need to encourage Eco-Schools to measure the impact of their work on waste reduction in schools and to monitor the impact this is having on reducing waste at home. Schools involved in the Eco-Schools programme have anecdotally confirmed that pupils learning about waste in school encourages the same behaviour at home – Eco-Schools will seek a method to capture this information.

This agreement will include the continued support to schools on the waste topic, progression through Eco-Schools awards and **specific actions for home engagement with the waste topic to assist the council meet its 50% recycling target by 2020**. The level of programme support made available to Eco-Schools will impact on the engagement and support levels provided to schools.

Belfast schools will be encouraged to engage their families and communities in actions that will support improved recycling rates as well as reducing and reusing actions. Schools in areas with low participation in household recycling schemes will be identified, in consultation with the council, as target schools. This year's waste actions will encourage

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schools to address the issue of food waste. The level of support we can offer will impact directly on the results achievable.

Thanks to the previous funding from Belfast City Council, over the past seven years, Keep Northern Ireland Beautiful has been able to support schools in the council area to make significant progression in their both their overall Eco-Schools performance and in reducing waste sent to landfill through the implementation of a school based waste competition. We would be keen to continue to improve on the good progress to date to further excel the council's performance in this prestigious programme and to further encourage a reduction in waste to landfill.

Funding this programme in Belfast helps leverage additional support and funding for schools. Examples of this include: the Wrigley Litter Less programme, which provides seed funding of circa £320 per school for them to develop waste themed campaigns. Council funding also assists in securing core funds from DAERA.

Previous agreements have resulted in an increase in schools involved in the Eco-Schools programme from 42% to 59%, 77% and then 100% of all schools in the council area registered on the programme, with 15 prestigious Green Flags awarded in 2017-18 school year.

RESULTS

The past implementation of the waste themed competition, promoted to all schools in the council through the Eco-Schools framework, has helped schools improve their performance in the waste topic resulting in a reduction in waste to landfill. In the 2017-18 school year a total of 32 schools took part in the 'Wheelie Big Challenge' which supported them to increase recycling and to engage their wider communities in reducing waste to landfill. 12 Belfast schools in 2017/18 reported before and after waste audit results which indicated:

- Average reduction in all types of waste to landfill = 17.852kg per day (71% reduction in weight)
- Average reduction in recyclable waste to landfill = 4.642kg per day (71% reduction in weight)
- Average reduction in food waste to landfill = 11.951kg per day (85% reduction in weight)

This was a higher % reduction in waste compared to national figures gathered from 20 other schools across NI:

- Average reduction in all types of waste to landfill = 6.499kg per day (18% reduction in weight)
- Average reduction in recyclable waste to landfill = 1.591kg per day (14% reduction in weight)
- Average reduction in food waste to landfill = 2.391kg per day (15% reduction in weight)

There is a significant positive difference in the figures from Belfast compared to the rest of NI which can be attributed to the additional attention and support schools in Belfast have received through the council support of Eco-Schools. Eco-Schools will build on this engagement with a view to seeing all schools in Belfast implementing an effective recycling system in school and educating pupils to do the same actions at home.

Further agreements will help embed the Eco-Schools programme, and the waste topic in particular, in Belfast schools and will benefit those previously engaged and as yet unreached schools. Resulting in continued progress, moving Belfast City Council's performance towards excellence, both in in this prestigious international programme and waste reduction targets. Further engagement with schools on the waste topic will help replicate the 64% reduction of waste in the bins of schools completing surveys in 2017/18 across the council area. Keep Northern Ireland Beautiful would like to see the percentage of Green Flag schools in Belfast exceed the national average of 25%.

This programme of work will also allow schools to benefit from other projects delivered by Keep Northern Ireland Beautiful which will also be used to help maximise the results.

APPOINTMENT

1. Keep Northern Ireland Beautiful hereby agrees with the council upon the following terms.
2. Nothing in this agreement shall be construed as constituting an Agency Agreement, a formal Partnership or a Joint Venture between the parties hereto.

DURATION

3. This agreement relates to the delivery of services for a one year period from September 2018 through to June 2019 (in line with the school year).

CONFIDENTIALITY

4. This agreement will remain confidential whilst in force. Information shared and exchanged between the parties in relation to this agreement will also remain confidential. Parties will not disclose directly or indirectly such confidential information (or allow it to be disclosed) to any third party, or make copies unless required to by law or as expressly permitted by the disclosing party. For the avoidance of doubt, Keep Northern Ireland Beautiful recognises that the council is subject to the Freedom of Information Act and the Environmental Information Regulations, and that it may be required to release information relating to this agreement under these enactments.

CONSIDERATION

5. In consideration of the deliverables set out in schedule 1 the council shall pay to Keep Northern Ireland Beautiful the sum set out in schedule 2 (the services fee) in accordance with

6. The terms and conditions set out in this agreement. Such services fee will cover the costs of all obligations of Keep Northern Ireland Beautiful set out in or resulting from this agreement.

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7. In the event that Keep Northern Ireland Beautiful is unable to provide any of the mandatory deliverables the services fee shall be revised by agreement of both parties.

8. In the event that the council wishes to change the existing deliverables or increase the number of deliverables then the services fee shall be revised by agreement of both parties.

9. In the event of termination by Keep Northern Ireland Beautiful pursuant to clause 9.2 any fee paid for services in advance will be refunded in full.

TERMINATION

10. Either party shall have the right summarily to terminate this agreement upon the happening of any of the following events:

10.1. If either party is in material breach of its obligations hereunder and shall fail to remedy the same within thirty days of receiving written notice to do so.

10.2. If the relationship between the council and Keep Northern Ireland Beautiful has irretrievably broken down or either party is conducting themselves in a way which goes against the spirit of this agreement and all reasonable attempts to remedy the situation have failed.

GENERAL

11. This agreement shall be a full and binding agreement, superseding all previous intentions of the parties and the parties acknowledge that this agreement forms the whole of the agreement between the parties and that neither party has relied on any warranty or representation whether oral or written expressed or implied made by or on behalf of the other in entering into the same.

12. Keep Northern Ireland Beautiful undertakes to contact the council three months before the agreement is due to expire to engage in discussions regarding renewal of the service level agreement.

13. The agreement will be managed on behalf of Keep Northern Ireland Beautiful by the Environmental Education Manager and on behalf of the council by the Waste Education and Business Development Manager.

INDEMNITY

14. Keep Northern Ireland Beautiful shall indemnify the council against all claims for personal injury loss or damage that the council shall receive that arise out of the activities of Keep Northern Ireland Beautiful under this agreement. Keep Northern Ireland Beautiful shall ensure that it has adequate insurance cover to enable it to meet any potential liabilities under this clause.

NOTICE

15. Any notice to be given under this agreement shall be in writing and shall be deemed duly

16. given if left at or sent by first class recorded delivery or registered post to the address shown herein or any substituted address of which one party has given at least ten day's notice in

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writing to the other.

17. Any notice shall be deemed to have been duly served at the time when the same is left at the address of the party to be served or if served by post on the third day (excluding Sundays and public holidays) after the day of posting and in proving the giving of notice it shall be sufficient to prove that the notice was properly addressed and posted.

VARIATION

16. The terms of this agreement shall not be varied nor the agreement terminated orally and none of the terms hereof shall be deemed to be waived or modified except by an express agreement in writing and signed by both parties.

LAW

17. This agreement shall be construed and applied in accordance with the laws of Northern Ireland and the parties submit to the exclusive jurisdiction of the Courts of Northern Ireland

SCHEDULE 1: DELIVERABLES

Keep Northern Ireland Beautiful proposes to deliver the following with the aim of reducing the amount of waste produced and increasing recycling activities by schools and the wider community:

Objectives:

1. To develop an effective pupil-led environmental management system in schools, building confident, competent leaders of tomorrow
2. To maximise the number of Belfast schools implementing an effective recycling system
3. To support schools that do operate recycling systems to improve their efficiency and the scope of materials recycled
4. To promote practical actions at home to reduce waste and improve recycling rates
5. To support and promote the council's waste education and engagement schemes
6. To grow the number of Eco-Schools Green Flags awarded in the council area and
7. To instil behaviour change that increases recycling rates across the council area.

Deliverables:

1. Organise a meeting between relevant council and Eco-Schools staff to ensure thorough understanding of project organisation.
2. Administer the programme for all schools within the council area including telephone support, regular newsletters, arrangement and completion of schools assessments, international reporting, payment of contribution towards international membership fees and Eco-Schools programme levy, general web maintenance, financial management, promotion etc.
3. Encourage growth in percentage of Green Flag schools from 20% towards 25% in line with the national average, equating to an additional 10 Green Flags on the current total of 36.
4. Annually organise two cluster group meetings to promote Eco-Schools and council projects, to assist schools to be actively progress in the Eco-Schools programme, and to provide training on the waste topic and implementing an effective recycling system in school.
5. To make the waste topic mandatory for schools in the council area going for Green Flag awards – either as a major or minor topic.
6. To create and deliver a preliminary council wide survey with schools to gauge their current position on recycling and how the recycling message is delivered to homes and continue to encourage schools to complete before and after waste audits in the online Data Zone.
7. To explore opportunities for engaging with waste / recycling companies to access additional support for schools wishing to improve their recycling rates and minimise waste to landfill, i.e. input at Cluster Group meetings, mentoring schools on a 1:1 basis and providing opportunities for schools to calculate potential savings when seeking to improve recycling.

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8. To organise at least one PR opportunity with Eco-Schools and the council promoting council support for the programme and council waste initiatives/targets.
9. Manage the delivery of materials to schools, provide schools with the support needed to encourage increased participation in recycling; including a case study of a school which has recently implemented a new waste recycling initiative highlighting the methodology, results and cost effectiveness of their success.
10. Provide targeted actions via schools to encourage families/homes to reduce consumption, increase recycling and tackle food waste.
11. Provide termly reports to the Council (Dec 2018; Mar 2019; and an end of project annual report July 2019).

Added Value:

1. To include approximately 8 primary schools in the Wrigley Litter Less, Eco-Schools Campaign (bringing additional financial resource to the schools) and to facilitate a Wrigley Litter Less Community Action Day on the theme of waste with at least one school in the council area.
2. To include approximately 2 post primary schools in the Wrigley Litter Less, Young Reporters for the Environment campaign reporting on the waste topic.
3. To engage third level, further education college and university students, through the EcoCampus programme on the topic of waste reduction and sustainable cities and communities.
4. To engage schools in the Live Here Love Here Campaign (a nationwide civic pride campaign supported by the council) to raise the profile of responsible waste management among schools in the council area and to support the schools in the measurement of litter reduction as a result.

SCHEDULE 2: SERVICES FEE

In consideration of the Deliverables listed in Schedule 1, the following Service Fees are proposed.

Eco-Schools Programme Advance Service Fees: £14,000 plus VAT. Payable in three instalments:

- £7000 plus VAT in September 2018;
- £3500 plus VAT in January 2019;
- £3500 plus VAT in March 2019.

SIGNED for and on behalf of Keep Northern Ireland Beautiful

Ian Humphreys, Chief Executive

SIGNED for and on behalf of Belfast City Council

Tim Walker
Head of Waste Management

COSTS

	Item	Cost (£)	Details
Eco-Schools Programme Support	Staff time, primarily delivered through an Eco-Schools Project Officer	14,000	50 days dedicated to work within Belfast City Council limits. Includes all overheads, management costs, finance, insurance, training, travel, IT, rent, heat and light etc.
	TOTAL	14,000	