



Make a difference
Please put food in your brown bin
not your black!

www.midulstercouncil.org/recycling



No food waste please!

Remember to use your brown bin
for food waste all year round

Call 03000 132 132
www.midulstercouncil.org/recycle



Comhairle Ceantair
Lár Uladh
Mid Ulster
District Council

Ref: NIP008-001 Project Funding Agreement

John Murtagh
Environmental Projects Officer
Ballyronan Road
Magherafelt
BT45 6EN

20th October 2017

Dear John,

Re: WRAP Local Authority Support: Recycling Food Waste Communications to Householders.

We have reviewed your recent expression of interest, and I am pleased to inform you that WRAP has agreed to offer Mid Ulster District Council a grant award of **£5,300** subject to your signed acceptance below and the submission of any required prerequisites.

Please note the items outlined in the Key Conditions section of the contract. Also note that the Award is subject to monitoring and evaluation criteria being agreed. The metrics outlined in Section 1.2 of the Agreement will form the basis for reporting progress to DAERA in the form of a Post Project Review (PPR) Form (included as Project Schedule, Annex 1).

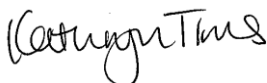
Important: Grant funds can only be used towards the eligible items detailed in the Project Schedule below and your project must be completed within the agreed timescales. In order to drawdown your grant, you will be required to complete an Application for Payment form (template provided by WRAP) attaching the required evidence as detailed in the milestones table.

If you wish to accept this award, please can an authorised signatory read and accept the full terms and conditions below, and sign and return this document to myself, Kathryn Tims (Project Manager) at the address above or by email to: kathryn.tims@wrap.org.uk.

Please find attached a New Grant Recipient Account Request Form template which should be completed on your headed paper and returned with the signed terms and conditions. On receipt of these documents we will issue a Purchase Order which should be referenced when making your claim. Also note that the Award value is exclusive of Value Added Tax (VAT).

Should you have any questions or require further information please contact me on 028 9590 8023 or 07773 961894. Congratulations on receiving a grant award from WRAP, we look forward to working with you on this new project.

Yours sincerely



Kathryn Tims, Project Manager, NI

Enclosures:

Project Schedule and Terms and Conditions
New Grant Recipient Account Request Form template

WRAP is a registered Charity No. 1159512 and registered as a Company limited by guarantee in England & Wales No. 4125764. Registered office at Second floor, Blenheim Court, 19 George Street, Banbury, Oxon, OX16 5BH.

WRAP has achieved ISO9001:2015 certification for our design, development, management and delivery of programmes and projects which provide resource sustainable solutions.

PROJECT SCHEDULE

Document Version No: 1

The Contract Number: NIP008-001

(Definitions)

1. “The Project”

- 1.1 The aim of this project is to deliver a communication campaign with the aim of influencing and encouraging householders in the Mid Ulster District Council area to reduce food waste.
- 1.2 The campaign will deliver the following performance targets
 - To put a “No Food Waste” Sticker on 53,000 black bins throughout the MUDC area by 31st December 2017
- 1.3 WRAP shall provide funding support towards the eligible items detailed in Section 2 ‘Project Costs’ which shall lead to the following benefits:
 - Increased awareness of the Council’s food waste collection service
 - Increased understanding of how food waste should be recycled
 - Food waste diverted from landfill

2. “Project Costs”

- 2.1 The grant funds shall contribute towards the following eligible items only:

ITEM	Description/Deliverables	Total (Exc VAT)	Grant Contribution from WRAP (Exc VAT)
1	65,000 high quality long lasting No Food Waste Stickers (0.10 pence each)	£5,300	£5,300
2	Fitting of the stickers to every black bin by MUDC staff	£10,600	£0
	TOTAL	£15,900	£15,900

3. “Timescales & Milestones”

- 3.1 **Project commencement** date shall be: On the last date signed by contract parties.
- 3.2 **Project Completion** date shall be: on or before the final milestone

Milestone	Description	Date	Grant Payment
1	ALL communication activities listed in Section 2 should be completed.	31 December 2017	£5,300
		Total	£5,300

4. “Monitoring & Evaluation”

- 4.1 On completion of the project the Recipient agrees to provide the Department of Environment, Agriculture and Rural Affairs with on-going monitoring information. The Recipient shall report of Project progress by submitting a post project evaluation progress report to the Department. The Department reserves the right to return any report for rewriting should the Department, in it’s sole discretion, deem the report is not of the standard expected.

- 4.2 All reports and monitoring data shall be submitted on the prescribed templates issued to the Recipient by the Department. The Post Project Review (PPR) Form is included as Project Schedule, Annex 1

5. “Contacts”

- 5.1 Day-to-day contact at for any queries relating to this grant shall be:

For WRAP: Kathryn Tims Email kathryn.tims@wrap.org.uk Tel: 028 9590 8023 or 07773 961894	For Local Authority: Name John Murtagh Email John.Murtagh@midulstercouncil.org Tel: 03000 132 132
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TERMS AND CONDITIONS

Between: **The Waste and Resources Action Programme** (Company No. 4125764) whose registered office is at 2nd Floor Blenheim Court, 19 George Street, Banbury, OX16 5BH (“WRAP”)

And **Mid Ulster District Council** (the “Recipient”) whose office is at Ballyronan Road, Magherafelt BT45 6EN.

NOW IT IS HEREBY AGREED as follows:

This agreement shall come into force when both parties have executed the agreement.

1. KEY OBLIGATIONS

1.1 The Recipient undertakes:

- 1.1.1 to carry out, or procure the carrying out of, the Project, in accordance with the terms of this Agreement, in a good and workmanlike manner, with good quality materials and substances of their respective kinds, in accordance with the Project application and also with any regulatory consents, and to undertake due monitoring of the progress of the Project;
- 1.1.2 to report on the progress of the Project to WRAP as required by WRAP;
- 1.1.3 to meet and liaise with WRAP or their appointed staff as reasonably required by WRAP;
- 1.1.4 to permit WRAP, WRAP’s staff or appointed contractor to inspect the Project, discuss any Progress Reports and/or any payment applications as they may reasonably require during normal working hours and on reasonable prior notice and provide them with or ensure that they are provided with all necessary assistance and facilities for such purpose;
- 1.1.5 to report to WRAP in the requested manner and at the requested time;
- 1.1.6 to commence, or procure the commencement of, the Project on the Project Commencement Date;
- 1.1.7 to complete, or procure the completion of, the Project on or before the Project Completion Date.
- 1.1.8 The Recipient will, unless WRAP agrees otherwise, repay to WRAP any Project Funding paid to it as a result of an administrative error by WRAP, the Recipient, or any other person.
- 1.1.9 The Recipient will liaise with the WRAP Project Manager to develop and sign off the communication activity schedule;
- 1.1.10 The Recipient will liaise with the WRAP Project Manager and ensure WRAP communication template materials are used correctly.
- 1.1.11 the Recipient agrees to provide WRAP with project monitoring information detailed in 5 of the project schedule.

2. CONTRACTOR’S REPRESENTATIONS

- 2.1 The Recipient represents to WRAP at all times that the following representations are true and accurate in all material respects, and are not misleading, and will notify WRAP of any breach of any of such representations at the earliest opportunity:
 - 2.1.1 the Recipient is duly incorporated and validly existing and the Recipient has the power to enter into and perform, and has taken all necessary corporate action to authorise its entry into and performance of, this agreement;
 - 2.1.2 no breach of this agreement is continuing; and
 - 2.1.3 all information provided to WRAP for the purposes of this agreement is true and accurate as at the date it was provided and as at the date of this agreement.

3. INDEMNITY AND INSURANCE

- 3.1 The Recipient will, on demand, indemnify and agrees to keep indemnified WRAP against all costs, expenses, actions, charges, claims, damages, proceedings and other liabilities sustained or incurred by WRAP as a result of any breach of this agreement by the Recipient.
- 3.2 The Recipient will maintain appropriate insurance cover for the Project with reputable insurers (and provide evidence of such insurance to WRAP on request).

4. CONFIDENTIALITY

- 4.1 The Recipient will not make or consent to the making of any public statement or announcement, or engage in any promotional activity concerning this agreement or WRAP without WRAP's consent, not to be unreasonably withheld or delayed. Where WRAP provides such consent, the Recipient will acknowledge WRAP in any publicity material.
- 4.2 The design of all publications in any media produced by the Recipient in relation to this agreement must conform to standards communicated by WRAP from time to time to the Recipient and templates must be approved by WRAP or their appointed contractor in advance of publication.
- 4.3 The Recipient undertakes to maintain in confidence and not use for any purpose other than the performance of this agreement all information acquired or generated in consequence of this agreement or otherwise relating to WRAP which comes into its possession save where such information:
 - 4.3.1 is in the public domain;
 - 4.3.2 enters the public domain lawfully and through no breach of any obligation of confidentiality;
 - 4.3.3 is disclosed to the Recipient by a third party acting lawfully;
 - 4.3.4 is the subject of the express consent of WRAP for publication or disclosure; or is obliged to be disclosed by law.
- 4.4 WRAP may disclose information concerning the Project and the Recipient:
 - 4.4.1 to third parties in order to promote, as it thinks fit, its association with the Project and for the purposes of research, reporting to the government or any public bodies and provision of publicly available information, provided the information is not of a confidential nature and the Recipient has notified WRAP in writing of that confidentiality; and
 - 4.4.2 to its professional advisers and technical consultants as required solely for the purposes of this agreement.

5. TERMINATION

- 5.1 WRAP may terminate this agreement immediately by written notice if:
 - 5.1.1 One of the following insolvency events occurs:
 - (a) a receiver, trustee or similar officer is appointed in respect of the whole or any part of the undertaking or assets of the Recipient or its assets;
 - (b) any action is taken for or with a view to the winding up (which includes, where such person is or has legal status other than as a company (as defined in the Companies Act 1985) any corresponding process applicable to that person) or administration of the Recipient (or the bankruptcy of the Recipient where applicable);
 - (c) the Recipient becomes, or is deemed to be insolvent (or, where applicable, bankrupt), unable to pay its debts as they fall due, or is deemed under applicable law to be so, or has an excess of liabilities over assets (taking into account contingent and prospective liabilities); or
 - (d) the Recipient ceases to operate (or, where applicable, dies or ceases to have legal capacity).
 - 5.1.2 the Recipient fails to comply with the terms of this agreement in any material respect (unless such non-compliance is remediable in the opinion of WRAP);

- 5.1.3 any representation made by the Recipient is or proves to have been incorrect or misleading in any material respect (unless such representation is remediable in the opinion of WRAP), and in such circumstances WRAP shall cancel all further payment under this agreement and may, at WRAP's discretion, demand repayment of all monies already paid for the Project (and the Recipient shall comply within any such demand).
- 5.2 WRAP will also have the right to terminate this agreement at any time by notice to the Recipient and in such circumstances WRAP will pay the Recipient a fair and reasonable amount for the Project completed to the satisfaction of WRAP before the date of termination but the Recipient will not be entitled to any other payment or recourse from WRAP.
- 5.3 In the event of termination, the Recipient will promptly provide WRAP with a full report on the status of the Project together with all information, documentation, property and materials relating to the Project as soon as reasonably practicable and in any event within 14 days.

6. MISCELLANEOUS

- 6.1 Terms will have the meaning given to them in Project Activity Schedule above (Definitions).
- 6.2 Any notice under this agreement will be in writing and served by sending the same to the other party at its address set forth above marked for the attention of the company secretary or such other address from time to time notified by that party for the purpose of notices under this agreement.
- 6.3 The Recipient shall not assign or transfer any of its rights and/or obligations under this agreement.
- 6.4 The Recipient shall not enter into any subcontract for the performance of its obligations under this agreement except with the prior written consent of WRAP. Where a subcontract has been consented to by WRAP this shall not relieve the Recipient of any of its obligations under this agreement.
- 6.5 This agreement comprises the entire understanding of the parties in relation to the matters referred to in this agreement.
- 6.6 The authorised officers for the receipt of all day to day communications relating to this agreement shall be as stated in the Project Schedule hereto under day-to-day contacts.
- 6.8 Nothing in this agreement is intended to confer on any person any right to enforce any provision of this agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 6.9 The provisions of Clauses 4 (Confidentiality), 5 (Termination) and 6 (Miscellaneous) will survive the termination of this agreement irrespective of the reason for termination for a period of 6 years.
- 6.7 This agreement when executed by both parties shall become legal document covered under English and Welsh law.

IN WITNESS WHEREOF, the parties have executed this agreement.

For and on behalf of: **The Waste and Resources Action Programme**

Signature:

Print name: Dr Ian Garner

Title: Head of WRAP Northern Ireland Date:

For and on behalf of: **Local Authority: Mid Ulster District Council**

Signature:

Print name:

Title:

Date:

The above has full authorisation of the Recipient to act as signatory in respect of this grant agreement.

Project Schedule, Annex 1

DAERA PPR Template



FOOD WASTE COMMUNICATIONS FUND FOR COUNCILS 2017-18

POST PROJECT REVIEW (PPR) FORM

COUNCIL:

(TO BE COMPLETED BY COUNCIL)

Post Project Review (PPR) is sometimes referred to as Post Project Evaluation (PPE)

The aim of the Post Project Review (PPR) is to examine the efficiency and effectiveness of the project. It is the main substance of an Ex post evaluation and follows on from the Project Evaluation Review (PER). It compares outturn against estimated costs and benefits and generally reviews success in achieving objectives.

The PPR should ideally be carried out by an independent source (i.e. someone outside of the project team). It is normally carried out after a suitable time has elapsed to allow the project to have become embedded. The timing for the review will be stated within the Funding Agreement.

1. Assessment of Project Objectives

Taking the objectives from the original application/economic appraisal, assess whether they were achieved or not and provide some commentary to support this i.e. recycling rate increases, amount diverted from landfill and so on.

Objective (as specified in the original application/economic appraisal)	Explanation/Commentary

2. Tonnage Table

Tonnage data for mixed and separate food waste collection schemes. This would be comparison data between the three months following the end of your communications activity and July to September 2017. It would be helpful if this was also presented as kg/hh/wk (i.e. the total kg collected in a week (or average week) divided by the total number of households served)

Material Collected	July - Sep 2017	Jan - Mar 2018*	Difference
Tonnages			
Mixed Food Collection (kg/hh/pw)			
Separate Food Waste Collection (kg/hh/pw)			

*** provisional figures**

3. Assessment of Monetary costs and benefits

Please provide the estimated recurrent cost/benefits (these should be consistent with what was outlined in the options appraisal) and the actual cost/benefits in the box below.

COSTS			
Description of costs	Estimated Costs (£)	Actual Cost (£)	Variance (%)
BENEFITS			
Description of benefit	Estimated Benefit (£)	Actual Benefit (£)	Variance (%)
Benefit to waste operational savings from additional food waste recycling			

If any cost varied by more than 10% please provide an explanation for this in the box below:

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4. Additional Information as a consequence of the Communications project

In the table below, please provide if known:

- Any indication of numbers of individuals reached through your communications activities, e.g. Opportunities To See (OTS), Added Value Equivalent (AVE) for advertising;
- Any consumer / customer feedback information;
- Any identified issues with contamination, e.g. is food packaging being presented?
- Any set out / participation data you may have pre and post intervention;
- Number of requests for containers / liner sacks, etc.

Additional information	Details
Numbers of households reached through our communications activities	

Any consumer / customer feedback information	
Any identified issues with contamination	
Any set out / participation data you may have pre and post intervention	
Number of requests for containers / liner sacks etc	
Number of bin stickers applied	
Number of leaflets/letters issued	
Relevant digital analytics e.g. website and social media	
Examples of food recycling communications used	

5. Non-monetary benefits assessment

Evaluate to what extent the non-monetary benefits identified in the application/economic appraisal either have or have not been achieved and provide explanations to support this.

Non Monetary benefit (as specified in the original application/economic appraisal)	Explanation

Identify any additional Non-Monetary benefits not previously anticipated in the original application/economic appraisal in the box below.

6. Risks

In the box below detail any instances where impacts from identified risks required management/mitigation of and how well they were handled. Also outline any risks that were not foreseen and explain how these risks were handled.

Risk	Explanation

7. Value for Money

Value for money (VFM) requires an overall assessment of all the aspects considered in the evaluation. That is, using the boxes provided make a judgement as to the extent to which the project delivered value for money taking into account costs and benefits. Make sure to justify your VFM judgement in the box provided.

Given the information presented above do you believe the project still represented value for money?

☐ Yes ☐ No

Please use the box below to comment on the overall success of the project and demonstrate why the project did/did not provide VFM.

8. Lessons learned

Were any lessons learned about the ongoing project management with respect to preventing cost overruns, achieving objectives and managing the realisation of benefits that might benefit others conducting similar projects? Identify factors that went well with respect to the management of the project, which can be usefully applied to future projects.

Comments – you may add further comments about the project. You may attach reports or evidence of project achievements. List any attachments here

9. Dissemination of Lessons learned from the Project Evaluation

Please state in the box below how the Lessons Learned from this project evaluation will be disseminated amongst relevant staff.

PPE completed by

Date PPE Completed

Please email this form, once completed, to [Philip Palmer, Rethink Waste and EU Funding Team, Environmental Policy Division, DAERA](mailto:philip.palmer@daera-ni.gov.uk) at philip.palmer@daera-ni.gov.uk