

Vermont e-cycles State Standard Program

Collector Subcontract Agreement

Collector Details

Please be sure to fill in all of the Collector Details section on page one of this contract, as well as any **yellow** highlighted areas in the remainder of the contract. If you have additional collection sites, please add those to Appendix A (page 7).

Company Name: _____ EW#: _____

Mailing/Payment Address: _____

Contact Person: _____ Title: _____

Phone: _____ Email: _____

The email address listed above is where shipment reports and notifications will go. If you would like other addresses to receive this correspondence, please enter those here:

-
- Covered Separation.** Does this site separate covered from non-covered devices? No Gaylords or pallets of MIXED covered and non-covered devices permitted if selecting YES. **Locations that do not separate will not be compensated.**
 YES NO
 - Storage Capacity.** Please note the storage capacity of this location for covered electronics **as registered with ANR.** Select only one. See page 5, question 8 for a list of the compensation rates by capacity level.
 - Fewer than 2 Gaylords/pallets (no compensation)
 - At least 2 Gaylords/pallets
 - At least 4 Gaylords/pallets
 - At least 6 Gaylords/pallets
 - At least 8 Gaylords/pallets

Storage capacity must be dedicated, available and used for storage of covered electronic waste ONLY (computers, monitors, printers, televisions, computer peripherals). You must select a capacity level for your collection site.
 - Transport.** Will your organization provide transportation from any other collection location (NOT to the recycler) for consolidation?
 YES NO
 - Reuse.** Does this location segregate electronics for local reuse?
 YES NO
 - Additional Sites.** Please select one.
 The site/company listed above is a collection facility/drop-off point. It is currently our **only** collection site. (You can disregard filling out Page 7, Appendix A if you marked this selection.)
 The site/company listed above is a collection facility/drop-off point. We also have additional sites that are listed on page 7 (Appendix A)
 The site/company listed above is NOT a collection facility/site. It is just our corporate address. We have listed our collection facility/site(s) on page 7 (Appendix A).

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Collector Subcontract Agreement

This Collector Subcontract Agreement (this "Agreement") is between _____ ("Collector") and the National Center for Electronics Recycling, 161 Studio Lane, Vienna, WV 26105 ("NCER") and shall be dated as of the latest date stated in the signature provision below and extend through _____. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be bound, hereby agree as follows:

1. Background.

NCER has been awarded a contract from the State of Vermont, Department of Environmental Conservation (the "State"), to implement and manage the Vermont State Standard Program for the Collection and Recycling of Electronic Waste (the "SSP"). In order to meet its contractual obligations to the State, NCER must subcontract with collectors who can provide collection services consistent with the requirements of the SSP, the statutes and regulations implementing the Vermont E-Cycles Program, and the terms and conditions of this Agreement. NCER and Collector desire to enter into this Agreement so that Collector can provide collection services to NCER in connection with NCER's obligation to implement the SSP.

2. Definitions

- a. **Electronic Waste: "Electronic waste" means a: computer; computer monitor; computer peripheral; device containing a cathode ray tube; printer; or television from a covered entity.** "Electronic waste" does **NOT** include: any motor vehicle or any part thereof; a camera or video camera; a portable or stationary radio; a wireless telephone; a household appliance, such as a clothes washer, clothes dryer, water heater, refrigerator, freezer, microwave oven, oven, range, or dishwasher; equipment that is functionally or physically part of a larger piece of equipment intended for use in an industrial, library, research and development, or commercial setting; security or antiterrorism equipment; monitoring and control instruments or systems; thermostats; handheld transceivers; a telephone of any type; a portable digital assistant or similar device; a calculator; a global positioning system receiver or similar navigation device; commercial medical equipment that contains a cathode ray tube, a cathode ray tube device, a flat panel display, or similar video display that is not separate from the larger piece of equipment; or other medical devices, as the term "device" is defined under 21 U.S.C. § 321(h) of the Federal Food, Drug, and Cosmetic Act, as that section is amended from time to time.
- b. **"Banned Electronic Device" means:** an electronic device banned from disposal in a landfill pursuant to 10 V.S.A § 6621a, and not included in the definition of "Electronic Waste," including:
- Personal electronics such as personal digital assistants and personal music players (MP3 players)
 - Electronic Game Consoles
 - Fax Machines
 - Wireless Phones
 - Telephones
 - Answering Machines
 - VCR's
 - DVD Players
 - Digital Converter Boxes
 - Stereo Equipment
 - Electronic Device power cords & chargers

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c. “Covered Entities” means:

- Residents and Households of Vermont
- 501c(3) Charities incorporated in Vermont
- Vermont School Districts
- Vermont Businesses employing 10 or fewer employees
- Any person dropping off seven (7) or fewer covered devices at one time

3. Responsibilities of NCER.

NCER will arrange for all transportation and recycling of Electronic Waste collected from Covered Entities at the location(s) covered by this Agreement and as described in the SSP at no charge to Collector. NCER’s authorized recycler will provide Gaylords and/or pallets for storing and transporting Electronic Waste from Covered Entities. NCER will provide the Collector shipment reports summarizing pounds received at our recycler(s).

4. Responsibilities of the Collector and its Collection Location(s).

Collector agrees to:

- a. Register, and maintain good standing as a collector with the Vermont Agency of Natural Resources (Agency) as documented at: <https://anrweb.vt.gov/DEC/EWaste/facilitylist.aspx>
- b. Collect Electronic Waste from Covered Entities at no charge as long as this Agreement is in effect, regardless of whether the covered entity is outside Collector’s district or municipality.
- c. Not refuse to accept Electronic Waste from Covered Entities.
- d. Ensure compliance with all laws, regulations, procedures, and guidance, including, but not limited to, the following:
 - **Vermont State Electronic Waste Statute**
<http://legislature.vermont.gov/statutes/chapter/10/166>
 - **Procedures for Environmentally Sound Management of Electronic Devices**
<http://dec.vermont.gov/sites/dec/files/wmp/SolidWaste/Documents/Adopted-Procedure-for-Environmentally-Sound-Management-of-Electronic-Waste.pdf>
 - **Vermont State Standard Program for Managing Electronic Waste**
<http://dec.vermont.gov/sites/dec/files/wmp/SolidWaste/Documents/AdoptedECyclesStateStandardPlan.pdf>
 - **Guidance Documents as provided by NCER and its sub-contractors**
www.electronicsrecycling.org/vermont
- e. Prepare and send all Electronic Waste collected from Covered Entities to one of the NCER’s authorized recyclers, unless removed for local reuse. Collector may only remove for local (within the U.S.) reuse those electronic devices received directly from covered entities. Collector shall not remove electronics for any reuse if they were received from another collector. Weight or number of units pulled for reuse must be reported to NCER quarterly.
- f. Separate Electronic Waste from Covered Entities from devices collected from non-covered entities, unless prior arrangements are made.
- g. Prevent scavenging through controlled access to the collection location(s) covered by this Agreement
- h. Provide public information and ensure employees have been trained on relevant educational materials.
- i. Protect electronics from breakage, store on an impervious surface and within a structure that protects devices from precipitation.

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- j. Allow access by NCER's agents and the State for inspections to determine compliance with the requirements in 10 V.S.A. Chapter 166, as well as any other applicable environmental laws, regulations, or policies.
- k. Contact SSP via phone, fax, or web for shipment authorization and Bill of Lading when a facility is at 75% capacity and/or pre-schedule pickups with prior authorization (see section 5).
- l. Obtain NCER approval prior to conducting local reuse, non-local reuse, collection events or premium services.
- m. Refrain from prohibited activities, including:
 - a. Disposing of any electronic device
 - b. Placing any electronic device for scrap metal recycling
 - c. Cutting permanent cords from electronic devices.

5. **PREPARING FOR SHIPMENT.** Unless alternative arrangements are made, Collector will prepare Electronic Waste for NCER's Transporter by stacking devices on pallets or in Gaylords on pallets, and securely shrink-wrap as well as appropriately label it according to NCER's guidance documents.

- a. Unless alternative arrangements are made, Collector shall request authorization for shipment by contacting the Northeast Recycling Council (NERC) team for the SSP in one of four ways:
 - i. online at the SSP website (www.electronicrecycling.org/vermont),
 - ii. by email vt-escrap@nerc.org,
 - iii. by phone at 802-254-3636,
 - iv. or via fax at 866-463-4988.

Collector shall provide information on the number and estimated weight of each pallet. Once a shipment is authorized the SSP will provide Collector with an approved SSP Bill of Lading (BOL) via email with the name and contact information for the SSP Transporter to be utilized for the shipment. The Collector is responsible for contacting the transporter to arrange the shipment pickup date with the Transporter within 3 days of receiving the BOL.

- b. NCER's contracted recycler will weigh each pallet shipped from Collector using a state-certified scale. The SSP will notify the Collector of the certified net weight of each shipment in an electronic shipment report, which shall be sent via email.

6. **COOPERATION WITH MULTIPLE PROGRAMS.** Collector may also provide services to approved Manufacturer Opt-Out programs provided that Collector first notifies NCER in writing prior to entering into such an agreement. In cases where a transporter/recycler for the SSP and Opt-Out program is the same entity, Collector must still follow the shipment authorization process outlined in Section 5.

7. **INSURANCE.** NCER may request documentation of Collector's insurance coverage at any time that this Agreement is in effect. Suggested minimum insurance coverage for collection activities includes:

- a. Workers' compensation insurance in accordance with statutory limits and requirements;
- b. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence; and

For transportation activities:

- c. Automobile liability insurance and trucker coverage form in the subcontract of \$1,000,000.

8. **COMPENSATION.**

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Provided that the Collector has certified to ANR via its Collector registration that the collection location/s separates Electronic Waste from Covered entities from all other banned electronic devices, NCER will pay Collector in accordance with the compensation rates in Table 1 and the provisions of this subsection. The total amount paid shall not exceed nine (9) cents per pound, and shall be based on the storage capacity at the collection location or consolidation point as indicated by the collection location's registration with the State. No payment shall be made for collection of covered electronic waste that is not separated from non-covered material.

Table 1: COMPENSATION RATES FOR COLLECTION LOCATIONS FOR COVERED ELECTRONIC WASTE*	
*Collectors shall separate covered electronic waste from non-covered materials as a condition of payment.	
Amount of Payment to Collection Locations	Storage Capacity of Covered Electronic Waste at collection location or consolidation point
5 cents/lb.	At least 2 Gaylords or pallets
6 cents/lb.	At least 4 Gaylords or pallets
7 cents/lb.	At least 6 Gaylords or pallets
8 cents/lb.	At least 8 Gaylords or pallets
Payment of 2 cents/lb. for the transport from a collection location to another collection location.	

No payment shall be made for collection events or for services not covered under this Contract. Upon the discovery by NCER or notification by State of any payment discrepancies based on reported collection location storage capacity, NCER shall, with prior approval from State, reduce any subsequent payment to the collection location by the amount of any resulting overpayment to that location caused by the discrepancy. NCER shall make increased payments to a collection location based on increases in collection location storage capacity in accordance with Table 1 as notified by the Collector and verified with its registration; any increased payment rate shall be made effective during the monthly collection period following the collection location's updated registration with State.

- 9. INDEMNIFICATION.** By signing below, the Collector agrees to defend, indemnify and hold NCER and its employees, officers, directors, agents, affiliates, successors and assigns harmless from and against any claims, actions, damages, including attorney's fees, fines, or penalties asserted or levied against NCER that arise out of or are in any way related to the facilities for which you are responsible under this Agreement unless caused in whole or in part by NCER.

- 10. EFFECTIVE DATE, TERM, AND PRIOR AGREEMENTS.** NCER and Collector acknowledge and agree that this Agreement is intended to, does, and has taken effect as of July 1, 2016 and will expire at 11:59 p.m. on December 31, 2017 notwithstanding the actual date(s) that NCER and Collector execute this Agreement. All prior agreements between NCER and Collector, written or oral, which would otherwise have been in effect as of July 1, 2016 and beyond, are deemed terminated as of 11:59 p.m. on June 30, 2016 and have no legal force or effect thereafter.

- 11. TERMINATION.** Either party may terminate this agreement in writing with 30 days' notice. Any covered devices collected from covered entities prior to termination of this understanding will be collected and recycled per this agreement and the Vermont State Standard Program. Materials collected after the termination will be the sole responsibility of the Collection Location and will be ineligible for inclusion in the State Standard Program. If the Collection Location fails to register with the Agency, enforcement

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action against the Collection Location by the Agency, and/or failure to comply with regulations and procedures, are each ground for immediate termination of this agreement.

12. **NOTICE:** Any notice required to be given under the terms of this agreement shall be deemed to have been received when either hand-delivered or when mailed via certified or registered mail to:

To: NCER
161 Studio Lane
Vienna, WV 26105

To: _____

13. **TAXES DUE TO THE STATE.**

- a. Collector understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Collector certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Collector is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Collector understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Collector is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Collector also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Collector has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Collector has no further legal recourse to contest the amounts due.
14. **CHILD SUPPORT.** (Applicable if the Collector is a natural person, not a corporation or partnership.) Collector states that, as of the date the contract is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Collector makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Collector is a resident of Vermont, Collector makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. **SUBCONTRACTORS.** Collector shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor/collector without the prior written approval of the

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State/NCER. Collector also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 13 above.

16. **MISCELLANEOUS.** If any arbitration or other action or suit is commenced by any party to this Agreement to enforce or interpret any provisions of this agreement, the loser of a net award or judgment shall pay such attorney's fees (including, without limitation, paralegal's fees) and costs of the other party as the arbitrator, arbitrators, or court may adjudge reasonable to be allowed in such arbitration, action or suit at arbitration or trial, in any proceeding in bankruptcy, and upon any appeal or review there from. This Agreement encompasses all agreements between NCER and Collector and this instrument can be modified only by written agreement. This Agreement is intended to be an integration of all prior negotiations and understandings. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and signed by the party against whom it is to be enforced. Time is expressly made of the essence with respect to the performance by NCER and Collector of each and every obligation and condition of this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of Vermont. The parties acknowledge and agree that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement. Whenever required by the context of this agreement, the singular shall include the plural, the masculine shall include the feminine, and vice versa. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. Both parties consent to the terms and acknowledge that Collector and NCER are working as independent contractors, and are not to be construed as employees or agents of the other.

By signing below both parties indicate that the signatory is authorized to bind the respective entities to this Agreement.

Collector Signature

National Center for Electronics Recycling

Name: _____

Jason Linnell

Date: _____

Date: _____

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Appendix A: Additional Collection Sites

Please list each registered collection facility operating under the parent collector on page 1. If your only collection location is the company/site listed on page 1, please leave this section blank.

Site Name	EW#	Will this site transport from a collection location to another collection location?	Does this site separate covered from non-covered devices?*	Storage Capacity. Please use the selections in question 2 on Page 1 to note the capacity of this location.**
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	

*NO Gaylords or pallets of MIXED covered and non-covered devices permitted if selecting YES. Locations that do not separate will not be compensated.

** Storage capacity must be dedicated, available and used for storage of covered electronic waste ONLY (computers, monitors, printers, televisions, computer peripherals). You must select a capacity level for your collection site.