

SCHEDULE 18

Project Liaison Group

1. Project Liaison Group

1.1 The Councils and the Contractor shall establish and maintain throughout the Contract Period a project liaison group (the "**Project Liaison Group**").

1.2 The Project Liaison Group shall comprise:

1.2.1 the Councils' Authorised Officer and one senior representative from each of the Councils as each Council may nominate from time to time which may include elected members (the "**Council Liaison Group Representatives**");

1.2.2 senior representatives of the Contractor as the Contractor may designate from time to time (the "**Contractor Liaison Group Representatives**") so that the number of Contractor Liaison Group Representatives is equal to the number of Council Liaison Group Representatives on the Project Liaison Group provided that at least one of the Contractor Liaison Group Representatives shall be a board director of the Contractor; and

1.2.3 any representatives from relevant Waste Collection Authorities or other representatives from either Council (including chief officers, additional elected members or other officers) which the Councils wish to invite to or otherwise involve in the Project Liaison Group who will attend as advisors and consultees and not as full members (provided that at any meeting of the Project Liaison Group there shall not be more than three (3) additional attendees without the Contractor's consent).

1.3 A representative on the Project Liaison Group may appoint and remove an alternate by written notice to the other Party. If a representative is unavailable, his alternate shall have the same rights and powers as the representative.

1.4 The chair of the Project Liaison Group will be a representative of the Councils, nominated by the Councils as such.

1.5 Should either the Councils or the Contractor believe that the best interests of the Project would be served by the removal of one or more members of the Project Liaison Group, they may so specify in writing to the other Party and the Councils or the Contractor, as the case may be, shall, if they agree with the removal of that member, put forward to the other Party the name of a substitute member of the Project Liaison Group. Should the Parties disagree then the matter shall be referred to the Dispute Resolution Procedure.

1.6 The relevant substitute person shall, with the consent of the other Party, such consent not to be unreasonably withheld or delayed, become a member of the Project Liaison Group as from the date of its next meeting.

1.7 Project Liaison Group shall agree protocols and adopt such practices and procedures in respect of ways of working, clerking and other operational matters as it considers appropriate from time to time. The Project Liaison Group shall meet at least once every six months, and extra meetings may be convened by either Party by serving written notice on the other, specifying in reasonable

detail the matters to be discussed, at least two weeks prior to the proposed date of such meeting.

- 1.8 The quorum for a meeting of the Project Liaison Group shall be at least four (with at least two Council Liaison Group Representatives and two Contractor Liaison Group Representatives present).
- 1.9 Meetings of the Project Liaison Group should normally involve the attendance (in person or by alternative) of representatives at the meeting. Where the representatives of the Project Liaison Group consider it appropriate meetings may also be held by telephone or another form of telecommunication by which each representative can hear and speak to all other representatives at the same time.
- 1.10 Minutes of all decisions (including those made by telephone or other telecommunication form) and meetings of the Project Liaison Group shall be kept by the Contractor and copies circulated promptly to the Councils, normally within 10 Business Days of the making of the decision or the holding of the meeting. A full set of minutes shall be kept by the Contractor and shall be open to inspection by the Councils at any time, upon request.
- 1.11 The key functions of the Project Liaison Group shall be to:
 - 1.11.1 act as the custodian of the relationship between the Parties, and to serve as a forum for the open exchange of ideas so as to enable the Councils, other local stakeholders, the Contractor to discuss the Councils' forthcoming service requirements to ensure an integrated co-ordinated approach to fulfilling such requirements and to develop and update the Joint Municipal Waste Management Strategy;
 - 1.11.2 drive the partnership forwards to ensure that there is significant achievement in accordance with the partnership objectives and to review financial and operating (including performance) issues in relation to the Contractor through the annual review process and other procedures;
 - 1.11.3 monitor performance of the Contractor against KPIs;
 - 1.11.4 to provide a forum for joint strategic discussion and consideration of all aspects with regard to this Contract including ensuring dissemination of information and consideration of the views of all the stakeholders connected with the Project;
 - 1.11.5 consideration of issues relating to:
 - 1.11.5.1 Necessary Consents;
 - 1.11.5.2 the Works Programme;
 - 1.11.5.3 provision of the Works and the Services; and
 - 1.11.5.4 Council and Contractor Changes.
- 1.12 The role of the Project Liaison Group is to make recommendations to the Councils and to the Contractor, which the Councils and the Contractor may accept or reject at their complete discretion. Neither the Project Liaison Group itself, nor its members acting in that capacity, shall have any authority to vary

any of the provisions of this Contract or to make any decision binding on the Parties. The Councils and the Contractor shall not rely on any act or omission of the Project Liaison Group, or any members of the Project Liaison Group acting in that capacity, so as to give rise to any waiver or personal bar in respect of any right, benefit or obligation of the Councils or of the Contractor under this Contract. No discussion, review or recommendation by the Project Liaison Group shall relieve the Councils or the Contractor of any liability or vary any such liability or any right or benefit.

- 1.13 The Parties agree that the Project Liaison Group will develop a protocol/framework for its mode of working and decision making. The Parties also agree to ensure that there is a system of parallel and equivalent authority granted to its representatives on the Project Liaison Group from the respective parent bodies to ensure that the Project Liaison Group can perform its role and make the necessary commitments on behalf of those parent bodies. The Council Project Liaison Representatives shall report regularly to the Councils' Executive Boards and the work of the Project Liaison Group will be subject to the Councils' scrutiny arrangements (including Derbyshire County Council's Improvement and Scrutiny arrangements).