

Appendix “C” – Summary of Key Terms in Draft Collection Site Operator Agreement with Ontario Electronics Stewardship

1. The agreement will name the City’s Transfer stations as Approved Collection Sites.
2. The agreement will set out what is included and excluded as WEEE collected under the WEEE program.
3. The City will be paid \$165.00 per tonne for Acceptable WEEE material collected at the Approved Collection Sites by OES approved Transporters.
4. OES will make monthly payments to the City within 30 days of the City issuing an invoice to OES.
5. The City is required to have comprehensive general liability insurance of at least \$2,000,000.00 per occurrence, and add the OES as a named additional insured.
6. The City shall indemnify OES for all costs, expenses, claims, demands, actions, causes of action or any other loss suffered by OES arising out of the performance or non-performance of the City under the agreement.
7. The City agrees to use commercially reasonable efforts to protect the privacy and security of any User Data (private or personal user data or digital content) that may be left on or within any such WEEE and to comply with all policies issued by OES to protect User Data.
8. The City shall treat as confidential any and all User Data and shall not use or disclose or otherwise permit access to any such User Data, except as required by law.
9. Any dispute that arises between the City and OES will be resolved first between the parties, and failing that, through final and binding arbitration.
10. OES retains the right to revise or amend this agreement. OES will give notice to the City of such a change and the City shall have 45 days to indicate whether the changes are acceptable. If the changes are not acceptable this agreement will be terminated.