



**Federal Prison Industries, Inc. (UNICOR)
Recycling Business Group**

**Seeking a more excellent way...
To make a difference**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF ARKANSAS
(CUSTOMER)
AND
FEDERAL PRISON INDUSTRIES, INC. (DBA UNICOR)**

PURPOSE: Customer and UNICOR enter into This Memorandum of Understanding (MOU) effective upon the date of final signature of this Agreement. Customer agrees that they may provide UNICOR certain electronic equipment in lieu of abandonment and destruction to benefit Customer, the environment and to improve public health, safety and/or welfare. UNICOR agrees to use the electronic equipment in meeting its mission of providing opportunities for job training and skills development.

CONFIDENTIAL INFORMATION: Confidential information, as referenced in this agreement, shall mean any and all technical and non-technical information belonging to each disclosing party and designated as confidential or secret, including, but not limited to, techniques, inventions, know-how processes apparatus, equipment, software programs, and proposed products, documents and activities of such disclosing party, and further includes, without limitation, any information, procurement requirements, purchasing, manufacturing customer lists, sales or service customer lists, vendor customer lists, business forecasts, sales and merchandising, and marketing plans and information.

Each receiving party agrees that it will not copy or use in any way Confidential Information except to the extent necessary for negotiations, discussions or consultations with personnel or authorized representatives of the disclosing party for the purposes described in above

UNICOR and Customer are independent contractors. Neither party shall represent itself as being an agent of the other party in any manner. This agreement shall not be construed as an agreement of fiduciary relationship, of partnership, of joint venture or any other form of business arrangement other

than as an agreement between independent contractors. UNICOR or Customer will not make any representations or commitments on behalf of one another without prior written consent.

CUSTOMER RESPONSIBILITIES: Customer may provide some or all of its electronic equipment to UNICOR for recycling or reuse. The Customer will pay zero (\$0.00) cents per pound for items listed below. All televisions larger than 19” and console TV’s are priced at \$10.00 each. This fee is for the UNICOR recycling facility located in Texarkana, TX. In addition, Customer will provide the transportation of all donated electronic equipment to the UNICOR recycling facility in Texarkana, TX. Customer understands that all materials generated from this operation are either recycled or resold. Customer agrees to allow UNICOR to place their company / agency name on UNICOR’s web site under customer listing. Overall administration of this MOU is the responsibility of the designated Customer Point of Contact identified herein. Customer may supply any of the following electronic equipment to UNICOR for reuse or recycling.

Computer Equipment	Connectors/Cords/Wire	Communication Systems
Circuit Boards	Fax Machines	Printers
Mainframes / Servers	Modems	Monitors
Test Equipment	Audio / Visual Equipment	Hard / Floppy Drives
Memory	CD ROM Drives	Network/Video/Sound Cards
Tape Drive	Motherboards	Power Supplies
Scrap Copper	Scrap Computer Plastic	Scrap Computer Metal
Laptops	Plotters / Copiers	Cameras
Bar Coding Equip.	PDA’s	Televisions (19” or smaller)
Cell Phones	Calculators	Microfiche Readers

All other electronics may be accepted by prior arrangement and approval with the UNICOR Point of Contact listed herein.

Excludes: Consumer item white goods such as air conditioners, refrigerators, washers, dryers, microwaves, toasters, etc. These items may be recycled per a separate agreement. UNICOR reserves

the “Right of Refusal”, at Customer’s expense, for any load received that is not in accordance with this MOU.

UNICOR RESPONSIBILITIES: UNICOR will provide the materials, personnel and facility to process electronic equipment for recycling or reuse in a secondary market. The storage, treatment or disposal of any electronic equipment shall be done in accordance with all applicable local, state and federal regulations. UNICOR will provide written certification of recycling or destruction (whichever is appropriate) to the Customer upon request. Overall administration of this MOU is the responsibility of the designated UNICOR Point of Contact.

PROCEDURAL COORDINATION: A designated representative of Customer will notify UNICOR by telephone at least three (3) business days in advance of the requirement for a delivery. UNICOR will confirm the date and times acceptable for drop-off via e-mail or fax to Customer. The confirmation must occur within at least two (2) business days of the telephonic notification. If necessary, changes to the pickup date or time will be coordinated between Customer and the UNICOR Point of Contact.

PREPARATION, PACKAGING AND TRANSPORTATION: Customer is responsible for ensuring that any proprietary data or software has been removed from any equipment transferred to UNICOR. If any data or software is discovered, UNICOR will notify Customer within two (2) business days. UNICOR will secure and preserve the information or data, regardless of the media for seven (7) business days, after which it will be returned to Customer at their expense (if requested) or destroyed if return is not desired.

This MOU covers activities to be provided on a national basis. Therefore, Customer has to have the ability to deliver to any UNICOR facility with prior notification to the UNICOR Point of Contact (see packaging requirements). Packing and packaging will be to specifications provided by the UNICOR Point of Contact. CPU’s and monitors will normally be packed on pallets and shrink wrapped in place. Small printers, faxes, keyboards, and other miscellaneous electronics will normally be packed in palletized Gaylord boxes. UNICOR is responsible for informing Customer of any required security clearances that could affect or delay the delivery.

UNICOR will establish security measures to minimize damage, loss or theft of equipment within its control until it is processed.

EQUIPMENT TRANSFER: Customer will prepare the documentation donating all material to UNICOR. Customer, at its option may provide a weight and truck seal number for the load. UNICOR, upon processing the material, will verify the truck seal if utilized and the weight of the shipment as requested.

RECORDS/DOCUMENTATION: UNICOR will verify by certificate of recycling that all items were disposed of in a manner compliant with all local, state, and federal regulations [and in accordance with the Arkansas Office of Information Technology guidelines \(attached\)](#).

TERM: The term of this MOU is in effect for 12 months, beginning on the date of final signature of this Agreement. Either party may terminate this MOU within 30 calendar days by written notification to the other party.

The addresses are as follows:

CUSTOMER

State of Arkansas
Office of State Procurement
1509 W. 7th St. Rm. 300
Little Rock, Ar. 72201-4223

UNICOR

Recycling Business Group
320 1st Street, NW (Bldg 400, 4th Floor)
Washington, DC 20534

MODIFICATION: This Agreement may be modified at any time in writing by either party with the written concurrence of the other party.

PAYMENT RESPONSIBILITIES: Full payment will be received by UNICOR no later than 30 days after date of delivery and receipt of material by UNICOR.

Customer will arrange and be responsible for transportation. UNICOR will be responsible for all costs and expenses associated with its electronic equipment recycling operation.

POINTS OF CONTACT: The Customer Point of Contact is David Justice
david.justice@dfa.state.ar.us

and the alternate is Jerry Hester jerry.hester@dfa.state.ar.us . The UNICOR Point of Contact is designated

to be Varney Smith, Program Manager, 202-305-3884, vasmith@central.unicor.gov and the alternate to be Cynthia Keidel, Program Manager, 202-305-3768, ckeidel@central.unicor.gov.

Signatures:

Authorized Representative

Authorized Representative
Federal Prison Industries

Joseph Giddis DATE
Director
Office of State Procurement

Lawrence M. Novicky DATE
General Manager
Recycling Business Group

6 April 2005