



महाराष्ट्र MAHARASHTRA

2020

AX 783767

08 SEP 2020

अनु. क्र. 20458 दि. 08 SEP 2020
 मु. शु. राशिकरणा- 500/-
 दस्ताचा प्रकार- M.O.U.
 दस्त. लोकणी करणावर आलेले रकमे होय/नाही.-
 भिन्नत्वहीचे वर्गीत-
 मुद्रांक विकत घेणाऱ्याचे नाव- Principal MES Abasaheb Garware College Pune.
 पत्ता- Karve Rd. Pune-4.
 मुद्रांच्या वापरकर्त्याचे नाव- Green IT Recycling centre Pvt Ltd.
 हस्ताक्षरकर्त्याचे नाव व पत्ता- Supriya Patel. Kothrud Pune-38



नितीन एम. गांधी (परवाना नं. 2209048)
 शापि नं. 29, केदार एमपायर,
 कर्वेरोड, पुणे-38 फोन-24862488

हस्ताक्षरकर्त्याचे नाव व पत्ता- Supriya Patel. Kothrud Pune-38
 हस्ताक्षरकर्त्याचे नाव व पत्ता- Supriya Patel. Kothrud Pune-38

MEMORANDUM OF UNDERSTANDING

Agreement for Disposal of E waste

This MEMORANDUM OF UNDERSTANDING for disposal of E-waste is made at PUNE this MONDAY 14TH SEPTEMBER 2020.. between: MES ABASAHEB GARWARE COLLEGE, PUNE AND GREEN IT RECYCLING CENTER PVT LTD, , a company registered under the Companies Act, 1956 and governed under Companies Act 2013 having its registered office at SHOP NO.11, ASSET GOLD, 841/1, SADASHIVPETH, PUNE - 411030 (hereinafter referred to as 'the Vendor" which expression shall unless repugnant to the context and meaning thereof mean and include its successors and permitted assigns) of the One Part and MES ABASAHEB GARWARE COLLEGE, PUNE an registered institute/college at KARVE ROAD, PUNE of the Other Part;

Each being a "Party" to this Agreement and together comprising the "Parties" to the Agreement.

WHEREAS --

1. An institute/college is engaged in providing various education to students and generate wastes such as Desktops, Servers, Laptops, Printers, Keyboards, Mouse etc.. while carrying out different educational and office activities (hereinafter referred to as "E-waste" and more particularly specified in Annexure – I hereto) and intends to dispose the said E-waste generated as per guidelines of the Central Pollution Control Board, Ministry of Environment & Forests.

2. The Vendor has represented that it is a certified E-waste disposal agency

3. Upon the representations of the Vendor, the institute/college has agreed to appoint the Vendor and the Vendor has agreed to take charge of the said e- waste and collect, remove and dispose the same from all the Company's office located at all over India listed in Annexure II (hereinafter referred to as the "Premises") in the manner prescribed by the concerned authorities on the following terms and conditions agreed to between the parties.

NOW, THEREFORE, in consideration of the foregoing the Parties hereby agree as follows:

1. Scope of Services

a. The institute/college agrees to provide E-waste and the Vendor agrees to take charge of the E-waste as specified in Annexure I.

b. The institute/college shall, at its sole discretion, send written intimation to the Vendor either at a specified interval of time or whenever specified quantity of E-waste is generated to collect the E-waste. The said E-waste shall be collected from the institute/college premises by the Vendor within 30 working days of intimation by the institute/college or any other period as required by the Company. It will be the responsibility of the Vendor to collect the same from the Premises and have the same transported from Premises of the institute/college to the Vendor's facility at its own costs & expenses in accordance with the guidelines and procedures prescribed by applicable authorities/laws and instructions of the institute/college.

c. The Parties hereby agree that the ownership and risk of loss of the said E-waste will transfer from institute/college to Vendor upon delivery of the same to Vendor in the institute/college Premises.

2. Representation, warranties and undertakings of the Vendor-

a. The Vendor hereby agrees to share MIS report & respective update on activity on E-waste disposal till the final disposal of such E-waste, post which, the Vendor shall, share the photograph of the destroyed E-waste in addition to proper reports & certificates and such other forms and reports as required under applicable laws/rules/regulations within 30working days.

b. The Vendor hereby agrees that it shall pick material from institute/college Premises as per shared list by institute/college without any cost and shall ensure that proper documentation of the same is done as required under the applicable laws/rules/regulations

c. The Vendor agrees that when the E-waste comprises of Hard Disk(s), it shall be destroyed by the Vendor and the Vendor shall share photographs of the destroyed Hard Disk(s) as an evidence while sending final reports evidencing disposal of the E-waste.

d. The Vendor hereby undertakes that it shall follow proper ISO guideline and/or any other applicable guidelines in the process of disposing the E-waste

e. Vendor represents and warrants that its licenses pertaining to E-waste disposal (as more particularly stated in Annexure III) are currently valid and further undertakes to maintain the said licenses (and any other licenses/permissions that may from time to time be required to perform its obligations hereunder) valid throughout the term of this Agreement.

f. The Vendor undertakes that its representative shall inspect the said E-waste before the said E-waste is collected from the institute/college Premises in order to verify that it is as per specification mentioned in the Annexure I.

g. The Vendor hereby undertakes that it shall be responsibility of the Vendor for safe & secured transition of the E-waste collected from the Company's Premises to the destination of the Vendor.

h. The Vendor further undertakes that the responsibility of safe & secured storage, segregation, recycling, extraction, destruction, disposal of the E-waste will be that of the Vendor as per the guidelines of the Central and relevant State Pollution Control Board and other authorities and Vendor shall issue a disposal certificate to the Company within 45 days from the date of collection of the E-waste from the Premises of the Company.

3. Term

The duration of the Agreement shall be 5 years from the date hereof, unless it is terminated earlier as hereinafter provided. On the expiration of the said period, the Agreement shall stand terminated and may be renewed by the Parties with mutual consent at any time during the pendency of the agreement or even after.

4. Termination

If any Party hereto commits breach of any terms of this agreement the other party will be entitled to give notice to the other party to rectify the breach within 7 days of the receipt of notice and if breach is not rectified then the party giving notice shall be entitled to terminate this Agreement

b. This Agreement will also stand terminated if-

(i) either party goes into liquidation, voluntary or compulsory or (ii) either party feels that the continuance of the agreement is prejudicial to the business of the party for any reason, in such case this agreement can be terminated by either party by giving two months' notice in writing to the other party.

(iii) Vendor breaches any of the terms, conditions and/or its obligations under the Agreement and the same if not rectified within 3 days to the satisfaction of the Company.

(iv) If this Agreement is terminated by either Party for any reason, Company shall be entitled to deduct or withhold from or set-off against such sums any and all losses, costs, damages or expenses it may suffer as a result of any breach by Vendor of any of its obligations under this Agreement and/or as a result of any termination by Company pursuant to clauses above.

6. Indemnity

Vendor undertakes to indemnify and keep institute/college fully indemnified, compensated and harmless at all times from and against any action, suits, claims, proceedings, damages, liability, losses, expenses or costs on account of any breach by Vendor of its obligations and responsibilities or breach of any term hereof or breach of any warranty or by reason violation of any present or future law, guideline, rule or regulation or on account of unauthorized acts, fraud, negligence, misconduct, misrepresentation, any act, omission, commission, deed or thing done by Vendor or its employees/ representatives or otherwise.

7. Confidential Information

Vendor acknowledges and agrees that all it shall throughout the term of this Agreement and even thereafter ensure any information pertaining to the institute/college which is acquired by it in the course of acquiring the E-waste which is specified by the Company as Confidential Information (hereinafter "Confidential Information") is not to be used or permitted to be used in any manner incompatible or inconsistent with that authorized by the institute/college. It shall use such Confidential Information only for the purpose for which it was disclosed by the institute/college and shall not use or exploit such Confidential Information for its own benefit or the benefit of another; it shall protect the Confidential Information against disclosure to third parties in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects its confidential information of similar importance; and limit disclosure of Confidential Information received under this Agreement to persons within its organization who have a need to know such Confidential Information in the course of the performance of their duties for the purpose of this Agreement and who are bound to protect the confidentiality of such Confidential Information under a written agreement having terms similar to the terms hereof.

8. Governing Law and Dispute Resolution:

a. This Agreement shall be governed by the laws of India and the Courts in Mumbai alone shall have jurisdiction.

b. If any dispute or differences will arise between the parties hereto or their respective successors in interest as to the meaning or interpretation of a term if this Agreement or as to the mutual rights and obligations arising out of this Agreement or as to any claim by one party against the other or otherwise howsoever, the same will be referred to arbitration of three arbitrators, one each of whom will be appointed by both the Parties and the third one to be nominated mutually by the two appointed arbitrators and the Arbitration will be governed by the Arbitration and Conciliation Act, 1996 including any amendments or re-enactment thereof in force from time to time. The venue of Arbitration shall be at Pune alone.

9. General

a. **Assignment:** Neither this Agreement nor the performance of any obligation hereunder can be assigned, delegated or otherwise transferred by Vendor to any person without prior written consent of the Company.

b. **Entire understanding:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modification, amendment or supplement to this Agreement shall be effective for any purpose unless in writing, signed by each party.

c. **Waiver:** The waiver of any term, condition, or provision of this Agreement by institute/college or Vendor must be in writing. No such waiver shall be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.

d. **Notices:** All notices under this Agreement shall be in writing and shall be sufficiently communicated if delivered in person or by courier service, sent by facsimile (followed by the mailing of a hard copy by regular mail) or by registered mail, to the recipient at the following respective address of Parties. Notices shall be deemed to have been received if delivered in person, on the same day; if sent by facsimile, 24 hours after transmission; or if sent by registered mail, five (5) days after deposit into the mail system.

e. **Principal to Principal Agreement-** The relationship of Parties established by this Agreement is that of independent contractors, and nothing in this Agreement shall be construed: (1) to give either party the power to direct or control the daily activities of the other party; (2) to constitute the parties as employer and employee, principal and agent, partners, joint ventures, co-owners or otherwise as participants in a joint undertaking; or (3) to allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

f. Counterparts : The Agreement is executed in duplicate and one copy will be retained by the institute/college and the other by Vendor each of which shall be deemed an original, but both of which shall together constitute one and the same instrument.

g. Exclusive arrangement: The institute/college confirms that it will maintain this exclusive arrangement with Vendor during the period of continuity of this agreement for handling E-waste generated at its present offices across India and new additions during the period of this agreement in force.

IN WITNESS WHEREOF, this MOU shall be executed by the Parties through a duly authorised representative and shall be effective as at the date of last signing.

For MES ABASAHEB GARWARE COLLEGE,PUNE

For GREEN IT RECYCLING CENTRE,PUNE

Signed:



Signed:



Name: PROF. P.B. BUCHADE

Name: MR RATNESH RATHI

Designation: PRINCIPAL

Designation: DIRECTOR


Date: 14/09/2020

Date: 14/09/2020.



Witness to MES ABASAHEB GARWARE COLLEGE,PUNE

signature:



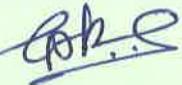
Name: DR. SUPRIYA PATIL

Designation: ASSOCIATE PROFESSOR, DEPT OF ELECTRONIC SC.

Date: 14/9/2020

Witness to GREEN IT RECYCLING CENTRE,PUNE

signature:



Name: Prof. Dhanaoale G.R.

Designation: HOD

Date: 14/09/2020

COLLEGE SEAL

VENDOR SEAL

ANNEXURE – J

List of E-waste generated

DESKTOP
LAPTOP
MOBILE
ELECTRONIC GADGETS
PRINTER
SCANNER
POWER SUPPLY
HEATERS
CHARGERS
HEADPHONES
PCBS AND ELECTRONIC COMPONENTS
SMPS
STABILIZERS
KEYBOARDS
MOUSE