



Criterion VII

Institutional Values and Best Practices



7.1.3 MoU for E-Waste Management



കേരളം KERALA

CS 106181


AGREEMENT

This Agreement (hereinafter "Agreement") is entered into at Thrissur, Kerala on the 23rd October 2020 between: The Principal, Vimala College (Autonomous), Thrissur-680009,

Represented through its authorized signatory (hereinafter referred to as the "First Party" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its subsidiaries, nominees, successors and assigns) of the FIRST PARTY;

AND


M/s. PROGRESSIV-E RECYCLING & TRADING, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Building No: XIX/316-B, MARATHAKARA BYPASS, KUNJANAMPARA STOP, MARATHAKARA P.O, THRISSUR, represented through its authorized signatory (hereinafter referred to as the "Service provider" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its subsidiaries, nominees, successors and assigns) of the SECOND PARTY.


PRINCIPAL-IN-CHARGE
VIMALA COLLEGE (AUTONOMOUS)
THRISSUR-680 009



No 9497 Value Rs. 100
Sold to

PROGRESSIV-E
MARATHAKARA


P. S. AKASH
VENDOR NO: 42
KUTTANELLUR
(P.S. ASWATHY)





കേരളം KERALA

CS 106182

WHEREAS

- The First party is an educational institution and bulk consumer.
- The Second party is in the business of collection of electronic waste collected from Multinational Companies, Government sector, public and private sectors and various other business spectrums.
- Based on the representation made by the second party, first party has expressed its intention to avail the service of second party for removal of the electronic waste of the first party and appoint the second party as their official E-Waste Handler.
- The Second party is authorized to collect, transport and dispose E-Waste from Kerala State Pollution Control Board.
- The parties are desirous of formalizing the agreement subject to the terms and conditions set forth in the agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH THEREIN,

THE PARTIES HEREBY AGREE AS FOLLOWS:

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THRISSUR-680 009



No 9798 Value Rs. 100
Sold to

PROGRESSIV - E
MARATHAKARA

P. S. AKASH
VENDOR NO: 42
KUTTANELLUR
(P. S. ASWATHY)
21 OCT 2020



1. DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires, when used in the agreement:

- 1.1 **"Agreement"**: means this agreement along with any annexures, schedules and appendices executed by the parties under this agreement and includes all amendments

And modifications hereof as may be mutually agreed by the parties, in writing from time to time.

- 1.2 **"Business"** means the collection, transportation and storage of the electronic waste generated by the first party.

- 1.3 **"Confidential Information"** shall mean any and all (a) confidential knowledge, data or Information related to the Institution's business or its actual or anticipated research or

Development, including without limitation (i) trade secrets, inventions, ideas, processes,

Software programs and subroutines, platforms, computer source and object code, algorithms, technology, data formulae, programs, other works of authorship, know-how, improvements discoveries, developments, designs and techniques, inventions, Institution Inventions and intellectual property Rights(as defined below) related information include creation, use licensing and protection (ii) information regarding products, services: plans for research and development marketing and business plans

Budgets, financial statements, contracts, prices, competitors, suppliers, investors alliance partners, customers; (iii) information regarding the personal data, skills and/or remuneration and/or fees of the Institution's employees, contractors, and any other service providers of the Institution; (iv) the existence of any business discussions, negotiations or agreements between the Institution and any third party, and (v) any other confidential information of the Institution; and (vi) any confidential knowledge, data or information of a third party that the Institution is under a duty to keep confidential.

- 1.4 **"Effective Date"** shall mean the date on which the agreement will be executed.

- 1.5 **"Parties"** mean both the parties to the Agreement.

- 1.6 **"Party"** means any one party of this Agreement.

- 1.7 **"Project"** means selling of the electronics waste generated by the first party to the second party and collection, transportation and storage said e-waste.

- 1.8 **"Services"** shall mean the initiatives to be taken by the service provider in relation to the provision of services including, without limitation, collection transportation and storage of Electronic waste.

- 1.9 **"Term"** shall have the meaning as contained in Clause 8 of this agreement

- 1.10 For the purpose of this agreement and provided the context to permits:

- 1.10.1 use of the singular shall include the plural and vice-versa;

- 1.10.2 use of any gender shall include the other genders;

- 1.10.3 reference to statutory enactments shall include re-enactments and amendments to
Substantially the same intent as the original referred enactment;
- 1.10.4 any reference to "persons" shall include any legal person or corporation;
- 1.10.5 any reference to clauses, sub-clauses, parts and schedules shall be to clauses, sub-clauses and parts of the Schedules to this agreement;
- 1.10.6 the clause heading in this agreement are included for convenience only and shall not affect the interpretation of this agreement; and
- 1.10.7 In the interpretation of this agreement, no rule of the construction will apply to the disadvantage of one party on the basis that, that put forward this agreement or any part of it.

2. APPOINTMENT OF THE SERVICE PROVIDER

1. In consideration of the mutual rights and obligations herein contained, the first party
Hereby appoints second party as service provider for the project and the service provider accepts such appointment by the producer commencing from the effective
date to provide the specified services under this agreement for the term of the agreement.

3 PROVISION OF THE SERVICES

- 1 The Service provider undertakes that during the Term of the Agreement, the services shall be rendered in.
 - I a competent, professional and diligent manner to the Institution;
 - li a timely manner consistent with the instructions of the producer; and
 - lii in accordance with all applicable laws, rules, regulations, governmental orders,
Etc. and applicable codes of practice now or hereafter in effect, relating to his performance under this Agreement.
2. The service provider is obligation to perform agrees on the following services for the project;
 - I. Collect electronic waste from the first party;
 - II. Recycling the collected electronic waste in the most environment friendly manner as prescribed under the local legislations;
 - III. Using the best technology available for the said job;
 - IV. Shall maintain transparency in respect to the reuse or disposal of the waste material;
 - V. Regular up gradation of technology, plant and machinery as and when required;



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- VI. Use of the plant and machinery as prescribed by law with approved government licenses;
 - VII. Second party will provide the manifest document as per the latest Rules Of E-Waste Management in India and its amendment and Batteries (E-waste Management Rules 2016) while purchasing any E-waste from first party.
3. Service provider needs to submit a copy of valid Authorization from Pollution Control Board regarding Collecting, Transporting and Storage of e-waste and Battery waste at the time of agreement. If authorization expires during the period of contract Second party needs to submit the renewed copy with immediate effect.
4. The service provider shall maintain the property (books, documents, circulars, files, items, equipment or licenses) in respect to the services provided to the first party to maintain transparency.

4. PRESENTATIONS AND WARRANTIES OF THE SERVICE PROVIDER AND FIRST PARTY

- 4.1 First party hereby represents the warranties as under;
- 4.1.1 That First party has all requisite power and authority to execute the agreement,
Deliver and perform its obligations under this Agreement and is fully authorized by all requisite corporate action to do so;
 - 4.1.2 That the execution and performance of this Agreement by First party does not and will not violate any provision of any existing Agreement, Law, rule regulation, reregulation, any order or judicial pronouncement;
 - 4.1.3 That the First party agrees to sell their electronic waste to the second party after mutually agreeing price for every lot.
 - 4.1.4 That the first party understands and accepts that with the change in technology,
Legislations and economy the second party may change the quoted prices by giving an advance notice of not less than of 30 days in order to complete the service as mentioned in the agreement. The First party may, within one month
From the date of receiving of change in quoted price, either negotiates or give second party a one month's notice to terminate this agreement, during the period of such notice of termination, the proposed increase in the charges shall not apply.


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- 4.1.5 That First party shall not use any confidential information or intellectual property Rights of the service provider or any third party, in the course of availing services under this agreement and even further thereafter,
- 4.1.6 That the First party has complied with all relevant laws, ordinances, rules and regulations with respect to the performance of the Services under this Agreement.
- 4.2 The Service Provider hereby represents and warrants to the First Party.**
- 4.2.1 That there are and will be no restrictions, hindrances or encumbrances of any Nature which in any manner restricts the performance of the Services by the Service provided under this agreement.
- 4.2.2 That he is not under any pre- existing obligation that conflicts with the provisions of this agreement.
- 4.2.3 That he shall not use any Confidential Information or Intellectual property rights of any third party, in the course of providing services under this Agreement.
- 4.2.4 That he has complied withal relevant laws, ordinances, rules and regulations with respect to the performance of the services under this Agreement.
- 4.2.5 That the Service Provider has full right, power and authority to enter in to this Agreement.
- 4.2.6 That the service Provider will be solely liable for his acts/omissions in performing the Services under this Agreement.

5. CONSIDERATION

- 5.1 The service provider shall bear at its own costs any taxes, duties and levies imposed on it or its employees, agents and subcontractors and keep the First party indemnified from any duties, taxes, levies and other charges if imposed on the service provider in connection with the execution of Services.
- 5.2 In the event of disputes in regards to consideration, the Parties agree that any shall Endeavour to negotiate the dispute in good faith and expeditiously reach a decision regarding the payment of the disputed amount. In the event the parties fail to reserve the matter, the same shall be decided in accordance with Clause 9 of the Agreement.

6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 That both the parties mutually undertake not to divulge any information in connection with the project to any third party, except as may be necessary in the course of fulfilling mutual responsibilities under this Agreement.
- 6.2 That the second party is the sole owner of the IP of the process and technology used for the service provided to the first party cannot claim any right over the project or delivered services whatsoever.
- 6.3 That both the parties agrees to maintain complete confidentially with regard to the subject matter of this Agreement and the terms of their business



arrangement and shall only disclose necessary details of the Agreement, which may be required to be

Disclosed under the applicable laws/ or to its legal advisors.

6.4 The provision on confidentiality is binding and shall survive the termination of this Agreement.

7 INDEMINIFICATION

Both parties undertakes to indemnify and keep fully indemnified, at all times, the other party from and against all actions, proceedings claims, demands, costs including legal costs, awards, damages arising directly or indirectly as a result of any third party claims may arise on account of defaulting party's negligence, acts of commission or omission, default under the terms of Agreement.

8 TERMS AND TERMINATION


1. This Agreement shall be valid and binding between the parties from the Effective Date i.e. from 23/10/2020 unless terminated in accordance with the terms of set forth herein.

Both the parties shall be entitled at any time to terminate this Agreement, in whole or in part, by giving the Service Provider 30 days prior written notice without any reason thereof.

In case of material breach of this agreement, or parts thereof, by either party, and such breach is not remedied within (10) Days from the date of the receipt of the other party's written notice of such breach (specifying inter alia, the date of notice and breach) the other party shall have the right to terminate this Agreement, or parts thereof with immediate effect.

Termination of this agreement for any cause shall not release either party hereto from any liability, which at the time of termination has already accrued to the other party hereto or which thereafter may accrue in respect of any act or omission prior to termination.

Notwithstanding the termination of this agreement pursuant to this Article or the expiry of the Agreement, all purchase orders issued prior to the Effective Date of such termination shall remain in full force and effect in accordance with the provisions thereof, and the provisions of this Agreement shall continue to apply in respect of each such purchase Order for the duration of services to be provided pursuant to such purchase order.


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Provisions contained in this Agreement that are expressed or by their sense and context are intended to survive the termination of this Agreement, shall so survive the termination.

9. GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement shall be governed and construed in accordance with the Laws of India All disputes, claims suits, and actions arising out of this Agreement or its validity will be finally decided by arbitration with the provisions of the Arbitration and conciliation Act, 1996("Act") The arbitral tribunal shall comprise of a sole arbitrator appointed in accordance with the Act. The venue of arbitration shall be Thrissur, Kerala. The arbitration proceeding shall be conducted in English Language. Any award made in the arbitration shall be final and binding on the parties as per the agreement.

2. Subject to the above the parties submit to the exclusive jurisdiction of the competent courts in Thrissur, Kerala in respect of any dispute or differences or claims arising between the parties.

10. MISCELLANEOUS

10.1 Assignment/Sub Contract: The service provider shall not be entitled to assign or sub-contract his rights or obligations under this Agreement to any third party without obtaining the prior written consent from the First Party.

10.2 Entire Agreement: This Agreement along shall constitute the entire Agreement between the parties hereto relating to the subject matter hereof, and supersedes all previous oral statements, representations, warranties, undertakings or agreements between the parties.

10.3 Amendment: This Agreement may not be amended or modified by the parties in any manner, except by an instrument in writing signed by the authorized signatories of the parties.

10.4 Notices: Any notice or other communication to be given hereunder will be in writing and given by facsimile, post-paid registered or certified mail return receipt requested, or electronic mail (with a copy concurrently mailed as set forth above). The date of receipt shall be deemed the date on which such notice is given. Notice hereunder will be directed to a party at the address of such party set forth in this Agreement.

10.5 Waiver: Either party may exercise a right, power or remedy at its/his discretion and separately with another right, power or remedy. No failure or delay on part of either party hereto, exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other rights, power or privilege by such Party.

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10.6 Severability: Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability of such provision in any other jurisdiction.

IN WITNESS WHERE OF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE WRITTEN HEREIN.

First Party

Second Party

Authorised Signatory

Authorised Signatory

Signature: 

Signature: 

Date: 23-10-2020

Date: 23-10-2020

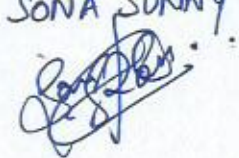
Witness:


VISHNU.M.K.



Witness

SONA SUNNY




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INVOICE

Invoice No. : **31**

Building No. XiX / 316-B, Marathakara Bypass, Marathakara P.O.,

Thrissur - 680 306, Ph: 7736371764, 7894631764

Email : progressiverandt@gmail.com, Website : www.theprogressive.in

GST : 32AAWF84888M1Z7

Date : 23-Oct-2020.

To Principal Vinaka College.

Sl. No.	Description	Quantity	Unit Price	Total
01.	E- Waste	44.450 kg	10 per kg.	

Authorised Signatory :

Thank you for your Business

Subtotal	444.5 Rs.
Sales Tax	
Total	445/-

Form-6
[See rule 19]

E-WASTE MANIFEST

1.	Sender's name and mailing address (including Phone No.)	Vinula College, Tel.
2.	Sender's authorisation No, if applicable.	
3.	Manifest Document No.	
4.	Transporter's name and address (including Phone No.)	Progressive Recycling & Trading
5.	Type of vehicle	(Truck or Tanker or Special Vehicle)
6.	Transporter/s registration No.	KL-08-BS-3004
7.	Vehicle registration No.	Vinula College.
8.	Receiver's name & address	
9.	Receiver's authorisation No, if applicable.	
10.	Description of E-Waste (Item, Weight/ Numbers):	IT & Communication devices. ITEW1
11.	Name and stamp of Sender* (Manufacturer or Producer or Bulk Consumer or Collector Centre or Refurbisher or Dismantler) Signature: Month Day Year	23 October Friday 2020
12.	Transporter acknowledgement of receipt of E-Wastes Name and stamp: Signature: Month Day Year	
13.	Receiver* (Collection Centre or Refurbisher or Dismantler or Recycler) certification of receipt of E-waste Name and stamp: Signature: Month Day Year	23 10 20 20

* As applicable

