

E-waste management

E-waste collection and disposal agreement between Sacred Heart College, Chalakudy and the Haritha Karma Sena of Chalakudy Municipality

CHALAKUDY MUNICIPALITY

Solid and E-Waste Collection Service Agreement

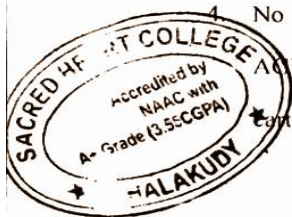
This Solid Waste and e-waste Collection Services Agreement, dated as of 08/08/2020, is entered into by and between Haritha Karma Sena of Chalakudy Municipality and Sacred Heart College, Chalakudy.

Purpose of the Agreement

The purpose of this AGREEMENT is to establish the terms for the collection and disposal of solid waste generated by non-manufacturing activities of Sacred Heart College, Chalakudy by Haritha Karma Sena of Chalakudy Municipality and to establish a frame-work for mutual cooperation in the management of solid waste disposal.

Conditions

1. Acceptable waste: All types of non-hazardous solid wastes.
2. Fees for collection and disposal services will be as set by the Chalakudy Municipality.
This fee will be the same as fees charged to commercial customers of the Chalakudy Municipality.
3. The solid and e-wastes generated in the College will be collected as per the requirement of the College and a systematic administration of activities for the collection and disposal of solid and e-waste materials will be implemented.
4. No party shall be liable for any failure to perform its obligations under this AGREEMENT where such failure is as a result of natural calamity such as flood, earthquake, etc.




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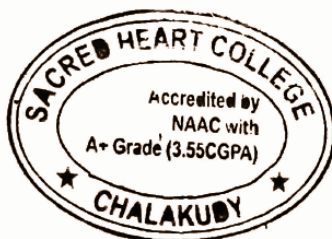



Health Supervisor
Chalakudy
Municipality

5. The terms of this AGREEMENT shall prevail until any changes in government rules and regulations in waste management at a particular time and may be cancelled with the mutual understanding of each party.


Principal

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CHALAKUDY




Health Supervisor/Health Officer

Health Supervisor
- Chalakudy
Municipality



കേരളം KERALA

DY 768146

Memorandum of Understanding

Between

Sacred Heart College, Railway Station Road, Chalakudy - 680307

And

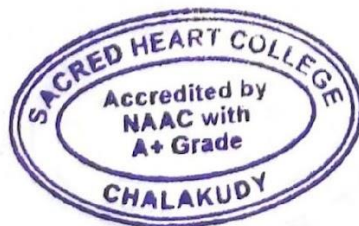
PROGRESSIV-E RECYCLING & TRADING, MARATHAKARA P.O,
THRISSUR, KERALA, INDIA

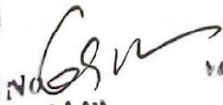
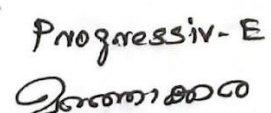
AGREEMENT

This Agreement (hereinafter "Agreement") is entered into at Thrissur, Kerala on 16th June 2023 between **Dr. Sr. Reena Ittyachan, Principal, Sacred Heart College, Chalakudy.**

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;


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CHALAKUDY



No. 
Sold to: 
value Rs. 100
Progressiv-E
2000000000


P.R. SURABHI
VENDOR No : 42
KUTTANELLUR
(P.S. ASWATHY)





കേരളം KERALA

DY 768147

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 included its subsidiaries, nominees, successors and assigns) of the SECOND PARTY.

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Sold to

value Rs 100

Progressiv-E

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P.R. SURABHI
VENDOR No : 42
KUTTANELLUR
(P.S. ASWATHY)



16 JUN 2023

WHEREAS

- A. The First party is an educational institution and bulk consumer.
- B. 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.
- C. 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.
- D. The Second party is authorized from Kerala State Pollution Control Board to collect, transport and disposes E-Waste.
- E. 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,

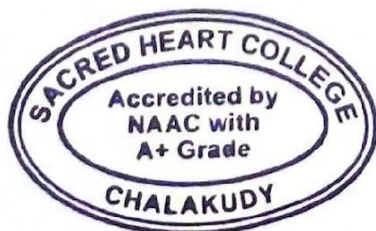
THE PARTIES HEREBY AGREE AS FOLLOWS:

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.


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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;

Ii a timely manner consistent with the instructions of the producer; and

Iii 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.

4. 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;
- 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 2022) while purchasing any E-waste from first party.


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5. 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.
6. 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.

PRESENTATIONS AND WARRANTIES OF THE SERVICE PROVIDER AND FIRST PARTY

7.1 First party hereby represents the warranties as under;

7.1.1 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

7.1.2 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;

7.1.3 That the First party agrees to sell their electronic waste to the second party after mutually agreeing price for every lot.

7.1.4 That the first party understands and accepts that with the change in technology,

7.1.5 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

7.1.6 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.

6.1.7 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,

7.1.8 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.

7.2 The Service Provider hereby represents and warrants to the First Party.

That there are and will be no restrictions, hindrances or encumbrances of any

7.2.1 Nature which in any manner restricts the performance of the Services by the Service provided under this agreement.

7.2.2 That he is not under any pre-existing obligation that conflicts with the provisions of this agreement.

7.2.3 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.


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7.2.4 That he has complied withal relevant laws, ordinances, rules and regulations with respect to the performance of the services under this Agreement.

7.2.5 That the Service Provider has full right, power and authority to enter in to this Agreement.

7.2.6 That the service Provider will be solely liable for his acts/omissions in performing the Services under this Agreement.

8. CONSIDERATION

- a. 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.
- b. 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.

9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- a. 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.
- b. 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.
- c. 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.
- d. The provision on confidentially is binding and shall survive the termination of this Agreement.

10. INDEMINIFICATION

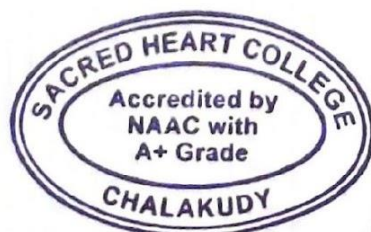
Both parties undertakes to indemnify and keep fully indemnified, at all times, the other party from and against all actions, proceedings claims, demands, costs including legal costs, awards, damages arising directly or indirectly as a result of any third party claims may arise on account of defaulting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

11. TERMS AND TERMINATION

1. This Agreement shall be valid and binding between the parties from the Effective Date i.e. from 16th June 2023 to 15th June 2024 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.


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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.

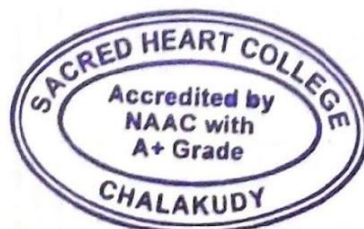
Termination of this agreement for any cause shall not release either party hereto from any liability, which at the time of termination has already accrued to the other party hereto or which thereafter may accrue in respect of any act or omission prior to termination.

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.

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.

- 1.1. Second party collects E-Waste from first party at Rs. 10/KG (basic price) and the final amount will be arrived based on the actual quantity of E-waste handed to Second party. The price list is prepared according to the inventory list shared to Second Party.
 - 1.2. The unit prices are subject to change for the following reasons:
 - 1.2.1 If there is any change in composition, specification, configuration and/or quantity of the E-waste at the time of pickup.
 - 1.2.2 If all the items as per this quotation is not delivered to Second Party.
 - 1.3 The unit price quoted is inclusive of GST and any other applicable taxes, duties and levies, if any, at the time of movement of the goods/E-waste
 - 1.4 E-waste generator shall provide GST Invoice, E-Way Bill, Gate Pass, and other statutory documents, if any, for movement and transporting of goods/E-Waste.
 - 1.5 GST will be applicable only if First Party is registered with GST else only Basic price will be paid by Second Party.
 - 1.6 Transport of E-Waste shall be carried out strictly as per the manifest system, as per the provisions made in rule 19 of the E-Waste Management Rules, 2016 and the transporter will be required to carry a document (three copies) as per Form 6 of the rules provided by the sender or as applicable at the time of transport of the E- Waste.
 - 1.7 Second Party shall bear the weighing, loading and freight cost from First Party location to Second Party location.
 - 1.8 Second Party prefers to make the payment by NEFT/RTGS online transfer mode.
 - 1.9 E-waste containing radioactive substances is not accepted. If found will be returned back to the First Party.
 - 1.10 Subject to clause 1.9 above, materials once received shall not be returned back at any cost.
2. **PAYMENT OF DEPOSIT FEE:** The First Party agrees to pay a refundable deposit fee of Rs. 10,000/- (Rupees Ten Thousand only) as a Service Legal Agreement Deposit Fee to the Second Party under the terms and conditions set forth in this Agreement.


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3. **CONDITIONS FOR REFUND:** The deposit fee will be refunded to the First Party subject to the following conditions:

- A. The First Party trades a minimum of 1000 kg of e-waste within the agreement period.
- B. The First Party trade e-waste with another party without the knowledge and consent of the Second Party. In such a case, the deposit fee will not be refundable.
- C. The First Party meets the required target. In case of failure to meet the required target, the deposit fee will not be refundable.

12. **Data Destruction:** Second Party can offer degaussing/Data Wiping/ from hard disk or storage media as a service. Second Party shall send First Party the cost on request.

13. **Hazardous Waste:** First Party has to pay Rs. 85.00/Kgs (inclusive of GST) to Second Party to remove E-waste containing Incandescent bulbs, CFLs, Tube lights, Bulbs, Pen-torch Cells, Mobile Batteries, etc. Transportation charges will be extra to pick up these materials.

14. **Destruction:** Second Party, if required by First Party, shall recycle/dismantle the E-waste in the presence of their representative. First Party needs to intimate this in advance and make own arrangements to visit Second Party's facility.

15. **Jurisdiction:** This proposal is subject to the jurisdiction of courts at Thrissur, India. In closing, Second Party would like to reiterate their commitment to First Party that, all the E- waste collected by Second Party, shall be recycled and disposed of in a safe and environment friendly manner.

16. **GOVERNING LAW AND DISPUTE RESOLUTION**

- a. 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.
- b. 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.

17. **MISCELLANEOUS**

17.1 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.

17.2 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.

17.3 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.


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17.4 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.

17.5 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 privileges by such Party.

17.6 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

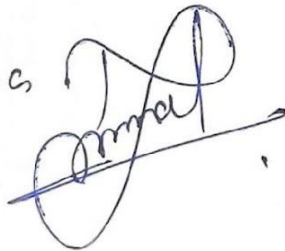
Authorized Signatory

Signature: 
Date: 16/06/2023



Witness:

NIRMAL.M.C



Second Party

Authorized Signatory

Signature: 
Date: 16-06-2023



Witness:


(Dr. V. NEETHA)


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