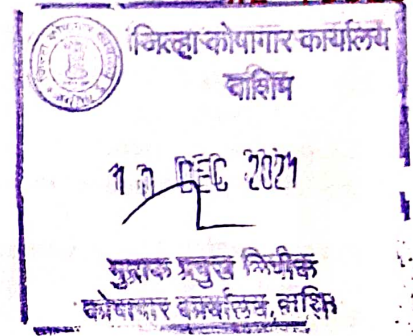


महाराष्ट्र MAHARASHTRA

2020

XL 155259



MEMORANDUM OF UNDERSTANDING

Agreement for disposal of E- Waste

This MEMORANDUM OF UNDERSTANDING for disposal of E-waste is made at washim this Monday 14 Sep. 2020 between Raghuwir Institute registered under Act.2013 having its registered office at Raghuwir Computer Institute Washim at Patni Chowk Washim herewith referred to as the vendor which expression shall unless repugnant to the context and meaning there of mean and include its successors and permitted assigns of the one part and Matoshri Shantabai Gote Arts, Commerce & Science Washim of the other part. Each being a party to this Agreement and together comprising the parties to the Agreement.

१. मुद्रांक विक्री नोंद वही अ.क्र. व दिनांक :- १०२०४ दि. १६/१२/२०१९

२. दस्ताचा प्रकार :-

३. दस्त नोंदणी करणार आहेत काय होय/ नाही :-

४. मिळकतीचे थोडक्यात वर्णन :-

५. मुद्रांक विकत घेणाऱ्याचे नाव, पत्ता व सही :-

६. हस्ता असल्यास त्याचे नाव, पत्ता व सही :-

७. दुसऱ्या पक्षकाराचे नाव :-

८. मुद्रांक शुल्क रक्कम :-

९. परवानाधारक मुद्रांक विक्रेत्याची सही व

परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण व पत्ता

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कामासाठी मुद्रांक खरेदीकेल्यापासून

६ महीन्यात वापरणे बंधनकारक आहे.

एस.पी.लक्रस

मु.वि.वाशीम २२/९८

कोड नं ६५०१००९

1. An Institute is engaged is 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) and intends to dispose the said E-Waste generated as per guidelines of the Central Pollution Control Board' Ministry of Environment & Forests.

2. 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.

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 of 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 vendors 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 photography of the destroyed E -waste in addition to proper reports & certificates and such other forms and reports as required under applicable laws/rules/ regulation within 30 working days.

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 even after.

4. Termination

a. If any Party here to 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 be terminated by either party by giving two months notices to writing to the others 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 pursuant to clauses above.

iv) If this Agreement is terminated either Party for any reason, Company shall be entitled to deduct of withhold from of set-off against such sums any and all losses, costs, damages of expenses. It may suffer as results 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, suites, 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, misrepresentation any act, omission, Commission deed or thing done by Vendor or its employees/ representation or otherwise.

7. Confidential Information

Vendor acknowledges and agrees that all it shall thought the term of this Agreement and event 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.

8. Governing Law and Dispute Resolution:

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

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. Waive: The waiver of any term, condition, or provision of this Agreement by Institute/College or Vendor must be in writing.

c. 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.

d. 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.

e. 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 additional during the period of this agreement in force.

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

For Matoshri Shantabai Gote College, Washim

Sign.....

Name: Dr. Gajanan S. Kubade

Designation: Principal
Shantabai Gote College, Washim

Date: **Officiating Principal**
Matoshri Shantabai Gote Arts
om & Sci College Washim

For Raghuvir Computer Institute, Washim

Sign.....

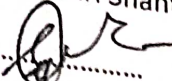
Name: Mr. Kisan Vanjani

Designation: Director Raghuvir Computer Matoshri
Institute Washim

Date:



Witness to Matoshri Shantabai Gote College, Washim

Signature: 

Name: Sansay Jagannath Gote

Designation:

Date:

Witness to Director Raghuvir Computer Institute, Washim

Signature: 

Name: Dr. P. J. Gote

Designation:

Date: