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Memorandum of Understanding

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This Memorandum of Understanding is made and executed on 08th March 2018 at Hyderabad.

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BY AND BETWEEN

Bhavan's Vivekananda College of Science, Humanities & Commerce, Sainikpuri, Secunderabad, herein after referred to as "BVC". Which will always mean and include unless it be repugnant to context or meaning thereof, its administrators, assigns and successors represented by Principal, BVC Who is duly authorized to sign and execute the MoU.

Being the First Part

AND

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Resource Recycling Company, an authorized agency of ITC having its principal office situated at No. # 8-4-315/17, Prem Nagar, Erragadda, Hyderabad-500018 and Represented by Mr. Sandeep Reddy Officer hereinafter referred as "RRC"

Being the Second Part

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Cell: 9249305755

Whereas BVC has agreed to collect and give away the dry recyclable waste including any kind of paper waste and old records generated in its college and form Swachh WOW Hyderabad Chapter.

1. NOW THIS MOU WITNESSETH AS UNDER:

This is an agreement for a synergic alliance between BVC and RRC for the social cause of recycling of Dry Waste and Environment Protection through recycling.

2. <u>Time period</u>: This MOU will be for a period of one year commencing from the date of signing of this MOU.

3. Roles and Responsibilities of BVC:

- 1. To ensure source segregation of dry and wet waste at College premise through its Teaching staff, housekeeping staff and Students.
- BVC will give away any kind of paper waste, dry recyclable waste and old records to RRC at price agreed mutually. RRC will pay Rs.7/kg for any kind of Paper waste and old records and Rs.5/kg for Plastic Waste (pet bottles, polythene bags etc.).
- 3. BVC will form Swachh WOW Hyderabad Chapter in the college with Student Volunteers and adopt nearby Schools or Colonies to promote Source Segregation through student volunteers.
- 4. BVC will provide students for Internship in WOW Program.
- 5. BVC will motivate students to bring dry recyclables like paper, plastic, metal etc. from their home and donate to WOW initiative.
- BVC will put up color coded bins for waste segregation at different points in College premises.

4. Roles and Responsibilities of RRC:

- ITC-MARI will train the students and housekeeping staff on source segregation and through them inculcate the habit of source segregation among the other students.
- 2. RRC will collect dry recyclable waste and old records from BVC and bring to the Dry Resource Collection Centre (DRCC) without any spillage.
- RRC will organize sorting of the dry waste into different categories, baling, and appropriate disposal of dry waste.



- 4. RRC will coordinate with ITC and undertake necessary measures for dispatch of the sorted recyclables for recycling at its own cost.
- 5. RRC will make payment to BVC directly into their accounts for the dry recyclable waste collected against the accurate weighment and the type or category of the dry waste. The payment will be made no later than 15 days from the date of purchase of dry waste from the waste collector. Franchisee on the request of BVC may give New Notebooks and Stationery against the value of dry recyclable waste lifted.

5. <u>Performance of Obligations</u>

- 1. The details laid out in this MOU, notwithstanding the essence and spirit of this MOU is an understanding between BVC and RRC.
- 2. Any notice or other communication under or in connection with this agreement will be in writing in the English language and will be delivered personally or sent by way of e-mail to the party due to receive the notice or communication at its address set out in this contract or such other address as either party may specify by notice in writing to other.

ADDRESS FOR COMMUNICATION:

Following are the address to which all notices will be sent:

For RRC:

Resource Recycling Company H.No. # 8/4/315/17 Prem Nagar, Erragadda Hyderabad - 5000018 Phone No. 9676846565 Email ID: sandeepmarri@yahoo.com

For BVC:

Bhavan's Vivekananda College of Science, Humanities & Commerce Sainikpuri Secunderabad Telangana - 500094 Phone No: 040-2711587 040-27111611 Email ID: principal@bhavansvc.org



6. Execution of this Agreement will be deemed to be

- a) A confirmation by both the parties that no benefit, either in cash or kind has been provided by either party to the other party or to any officer or employee, or any relative/ associate of any officer or employee of either party or of any of their associate institutions/companies in order to enter into this Agreement, and
- b) An undertaking by both the parties not to provide any benefit, either in cash or kind to any officer/employee/relative/associate of any officer or employee of either party as reward or consideration either for entering into this MOU or other matter relating to this Agreement.

7. Other Terms:

Force Majeure: Neither party will be liable for damages for any delay or failure to perform its obligations here under, if such delay or failure is due to reasons beyond the control of the concerned party including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earth quakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any Governmental body.

8. Dispute Resolution: It is understood by both the parties that this Agreement is for a social cause and not to make any profit out of the understanding. The Parties covenant that they will comply with all applicable laws and regulations in their conduct pursuant to this Agreement. Any dispute arising out of this Agreement will be first attempted to settle amicably between the parties.

9. Arbitration

Any dispute which is not resolved amicably will be finally settled by binding arbitration in respect to the matters concerning to the MOU with the Sole Arbitrator to be appointed by the mutual consent of both the parties. The Parties agree that the decision or award resulting from arbitration will be final and binding upon the Parties.

Pending the submission of and/or decision on a dispute, the Parties will continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such arbitration award

- 10. Governing and Jurisdiction: This Agreement is subjected to the Jurisdiction of Courts at Hyderabad.
- Both the parties will agree that it will not make use of, disseminate, or in any way
 disclose any confidential information to any person, firm or business. Furthermore,
 the existence of any discussions, negotiations or agreements in progress between



the parties will not be released to any form of public media without written approval of both parties.

11. Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto will be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

12. **NOTICE / Termination**

Any notice required to be given hereunder will be given in writing at the address of each party set forth as below in this agreement or to such other address either party may substitute by written notice to the other. Either party may terminate this Agreement by giving 30 days written notice to the other party.

In witness whereof, the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore.

For Bhavan's Vivekananda College Of Science, Humanities & Commerce

215/3/18

Principal

Sandeep Reddy

Operations Head

Witness:

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Annexure- I

Items considered as Dry Recyclable Waste:

For the sake of clear understanding among the parties involved in this program ITC would view following items as dry recyclable waste and only accept and pay for the items:

- 1. News papers
- 2. Magazines

3. Paper Packing material

- 4. Carton boxes
- 5. Envelops

6. Letters

7. Xerox papers

8. Note books

9. Note pads

10. Textbooks

11. Calendars

12. Any kind of paper products without contamination

13. Shredded paper/trimmings

14. Old / used books

15. Old files / papers/documents

16. Old dairies and any type of full paper,

17. Brochures

18. Posters

19. Printed manuals

20. Advertising pamphlets, handouts.

21. Pet bottles

22. Polythene bins

23. Plastic broken chairs

24. Plastic buckets, mugs and cans.

25. Used plastic bottles/containers

26. Juice and cola cans and containers

27. Milk bins (rinsed)

28. Plastic pens, refills, lids etc.,

29. Oil packets, Atta packets, any other plastic packets.

30. Polythene covers

31. HDPE bins or rice bins

32. Plastic pipes, tubes, taps etc.,

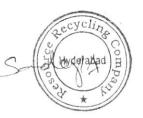
33. Tung cleaners

34. Tooth brushes

35. Combs

36. Coconut oil cans

37. Plastic and metal tiffin boxes



- 38. Water bottles
- 39. Spects, goggles
- 40. Plastic Toys
- 41. Mineral Water packets
- 42. Any plastic item without contamination
- 43. Metal tins, cans, lids
- 44. Metal Boxes
- 45. Broken Taps, pipes
- 46. Bottle tops
- 47. Any kind of metal items
- 48. All clean glass bottles

Any other items considered as dry recyclable waste by waste collectors will be inspected by ITC's RRC and right of refusal strictly lies with the RRC.

All light weight plastics and multi-layer laminates like:

- 1. Chips Packets
- 2. Chocolate wrappers and bulk packets
- 3. Biscuit packets
- 4. Kukure packets
- 5. Namkeen packets
- 6. Fryum packets
- 7. Spices packets
- 8. Gutka packets
- 9. Shampoo sachets
- 10. Soap covers
- 11. Pens and refill packets
- 12. Below 40 microns polythene bins

The above items will not be accepted as plastic waste. However these items may be taken by the RRC at a nominal price up to Rs.1/kg at RRCs discretion.

