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KADAPA

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**KADAPA** 

Date20-10-2022

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Ex. Offico Stamp Vendor

SRO Cuddapah (R.O)

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

KSRM College of Engineering (A)

Yerramasupalli, C.K. Dinne, Kadapa (Dist.), Andhra Pradesh 516 005.

&

JPS Traders

No 44, Tangylla Ramaswamy Street, GUDIYATHAM - 500 019. Vellore (Dist.)- Tamilnadu.

TO

Disposal of all e-Waste in order to protect KSRM College of Engineering (A) Campus Free from the Electronic Waste Materials

V.S.S. MW4 PRINCIPAL R.M. COLLEGE OF ENGINEERING KADAPA-516005, (A.P.)

For JPS Traders

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Managing Director

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on (01.07.2022), by and between KSRM College of Engineering(A) is the First Party represented at its various departments is charged with responsibility of training scientific manpower in various front-line areas of importance for the Nation. It is also contributing to the rapidly growing and Engineering knowledge, professional excellence in Engineering by undertaking industrial & applied research and consultancy.

### AND

**JPS Traders**, No 44, Tangylla Ramaswamy Street, GUDIYATHAM - 500 019. Vellore (Dist.)-Tamilnadu. India, the Second Party, use to recycle the electronic components by making use of old electronics components to produce new products and it also, dispose the unused E-waste to final recycling at the recyclers end.

Whereas, both KSRM College of Engineering(A), JPS Traders and now recognizing the importance of handling of E-waste management to maintain clean environment by responsibly discarding recyclable E-waste in time to time. Work together to form an eco-balancing environment for creating an eco-friendly environment in the campus.

NOW, THEREFORE, in consideration of the mutual promises made here in and of good and valuable consideration, the receipt and sufficiency of which both KSRM College of Engineering(A) and JPS Traders, hereby acknowledges, agree to sign a memorandum of understanding (MoU) by the Principal and Managing Director of JPS Traders.

#### **OBJECTIVES:**

- 1. To create an eco-friendly environment in the campus.
- 2. To utilize the E-waste from the campus at the optimum level and further to recycle in manufacturing process.
- 3. To exchange/dispose various type of electronic goods.

#### **ACTIVITIES:**

- ➤ E-Waste Management: Present Scenario, Electronic goods are using at optimum level, the minor repairs are set right by the Laboratory assistants and teaching staff; and the major repairs are handled by the Technical Assistant and are reused.
- > The major e-waste such as written in MoU are instruments/equipment, CRTs, Printers, Computers.
- > Electronic gadgets, circuits, kits have been returned off on regular basis
- > The awareness programs have to be undertaken in the institution where the students are made aware of the E-waste management techniques

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KADAPA-516005, (A.P.)

Palla Saul Managing Director

#### I. DEFINITIONS AND INTERPRETATION

E-Waste/Metal Scrap/Battery Scrap -

The term E-Waste will refer to be the below mentioned electrical and electronic waste, the term Metal Scrap will refer as Ferrous and Non-ferrous Metal Scrap, the term Battery Scrap will refer to be the Lead Acid Batteries and all types other battery scraps, for the purpose of this Agreement which includes;

- a) Computers & Peripherals (CPU, Keyboard, Mouse& Monitor)
- b) Laptops
- c) Servers
- d) PCBs
- e) Mobiles or Communication devices
- f) Mother Boards (Computers & Laptops)
- g) Security Devices
- h) Telecom Equipment
- i) Printers & Scanners
- j) Scrap Electronic
- k) Electrical Equipment's
- 1) Data cables &wires m) Batteries n) CD/DVD
- m) Battery Scrap (all types)
- n) Ferrous and Non-ferrous Metal Scrap
- o) Industrial Machineries
- p) Electronic Appliances.... etc.

## II. SCOPE OF THE AGREEMENT

- 1. JPS TRADERS shall collect, transport, and dispose the E-Waste/Metal Scrap/Battery Scrap collected from the premises. It shall be the responsibility of JPS TRADERS to demagnetize the hard disks before disposing them off in accordance with the terms and conditions of the Agreement. If the hard disks come along with the CPU, the activity would be taken care by JPS TRADERS at free of cost. However, in case of an exclusive consignment of hard disks for demagnetization by the Generator. In case, it will be chargeable in accordance with the terms of the contract.
- 2. The Generator shall appoint a dedicated representative who will be responsible for operational, delivery and day to day management of the Service and act as the principal point of contact under this Agreement. Any notice seeking clarification served on such representative shall be deemed to serve on the Party concerned. The representative of the Generator shall sign Form 06 under the compliance of the Waste Management & Handling Rules, 2016, and such other required documents for acknowledging the Waste/Scrap being handed over to JPS TRADERS.
- 3. The Generator shall segregate the E-Waste/Metal Scrap/Battery Scrap at one designated place within the premises from where the representatives of JPS TRADERS shall collect the Waste/Scrap with prior permission from the undersigned. All the segregated E-Waste/Metal

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Scrap/Battery Scrap shall be stored in the appropriate bins and/or container as prescribed under the applicable law and JPS TRADERS shall not be liable for any damage caused due to in appropriate storage of Waste/Scrap at the premises by the Generator.

- 4. The E-Waste/Metal Scrap/Battery Scrap collected shall be weighed under the presence of both the Parties at the nearest weighment center available as identified by the Parties. The weighment of the E-waste shall be done in the presence of the representatives of both the Parties and both shall acknowledge such weighment slip generated. In case of any discrepancy in the weighment as per delivery challan and the weighment slip, the details as per weighment slip shall be considered for payment by JPS TRADERS.
- 5. The Generator liability shall cease once the E-Waste/Metal Scrap/Battery Scrap has been collected by JPS TRADERS from its premises except for any non-disclosure of any material information known to the Generator with regard to E-Waste from SCPL during the handover of such E-Waste. It is specifically agreed and understood that compliances of applicable law during transportation and disposal of E-Waste shall be exclusive responsibility of the JPS TRADERS.
- 6. JPS TRADERS shall, issue a safe destruction certificate as prescribed under applicable laws within fifteen (15) days from receipt of such request.

#### III. PAYMENTS

- 1. JPS TRADERS shall pay an amount of Rs. \_\_\_\_\_\_ inclusive of all taxes per each kilogram for payment of E-Waste/Metal Scrap/Battery Scrap collected shall be as per the weighment slip submitted and accepted by JPS TRADERS.
- 2. The payment shall be made by JPS TRADERS within thirty (30) days of the collection of E-Waste in the form of electronic transfer/ cheque. JPS TRADERS may withhold any payment in case of any dispute regarding the weighment of E-Waste/Metal Scrap/Battery Scrap and any such withholding of payment shall under this clause shall not be considered as a material breach of this Agreement.

#### IV. COMMENCEMENT AND TENURE

This memorandum of understanding (MoU), shall become effective on the date of signing for Five years unless either side give the prior written notice of its desire to revise or terminate the MoU at least three months prior to its termination. Amendments will do by the stakeholders of this agreement and dispute resolution by the both parties.

PRINCIPAL
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KADAPA-516025. (A.P.)

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### V. DURATION AND RECINDENCE OF MoU

The agreement shall come into effect on 01/07/2022. Changes to this agreement shall be made by mutual consent between both parties. In cases of disagreement, the parties wishing to depart from the agreement shall, wherever possible, give three months' notice of its intention to do so. The agreement shall be reviewed after a period of one year.

For KSRM College of Engineering

For JPS Traders

V. S. S. MWY
PRINCIPAL

PRINCIPAL K.S.R.M. COLLEGE OF ENGINEERING KADAPA-516005, (A.P.)

MANAGING DIRECTOR

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