

ISLAMIAH WOMEN'S ARTS AND SCIENCE COLLEGE

Permanently Affiliated to Thiruvalluvar University
Recognized by UGC under section 2(f) and 12(B) of UGC Act 1956
Accredited with "B" Grade by NAAC
Approved by the Government of Tamil Nadu
Phone:04174-235266 Email:principaliwc@gmail.com
www.islamiahwomensartsandsciencecollege.com

MOU WITH TRITECH SYSTEMS – E WASTE DISPOSAL



AND SCIENCE COLUMN VANIYAMBADI.



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GEETHARBALD'S S.V.L. No : 50/43/97 No. 1,71st Street, 11th Sector K.K. Nagar, Chennai-78 Mob 98400 91250

AGREEMENT

THIS AGREEMENT is entered at Vaniyambadi on this day 3rd day of December 2021 by and between (i) M/S TRITECH systems, having its registered office at S.F.No.165, Porur Village, Ambattur Taluk, Thiruvallur District, Chennai - 600116 and represented by its proprietor, Mr. A. Mohammad Abdulla, herein after called as Tritech (which shall, wherever the context so admits, include it legal I representatives, successors and assigns) on the one part; and(ii)Islamiah Womens' Arts and Science College (Recognized by UGC u/s 2(F) & 12(B) of UGC Act, 1956), affiliated to Thiruvalluvar University, Vellore, having its registered office at New Town. Vaniyambadi - 635 752, and represented by its Principal, Dr. M. Renu, herein after called as IWASC (which shall, wherever the context so admits, include its legal representatives, successors and assigns) of the other part(hereinafter collectively referred to as the "Parties" and individually as a

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For TRITECH SYSTEMS

Propitator

Principal Islamiah Women's Arts and Science College

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WHEREAS certain scrap materials of e-waste are generated in the campus of IWASC and to be disposed of for recycling as per the applicable rules and whereas Tritech has approached IWASC and offered to purchase such e-waste scrap materials for recycling and accordingly furnished quotation therefore.

AND WHEREAS Tritech has represented that it has obtained necessary clearance/permission from the Tamil Nadu Pollution Control Board, Chennai-32 in accordance with the applicable statutory rules and regulations for the above said purpose

AND WHEREAS IWASC has accepted the said offer and both the parties have decided to enter in to an Agreement incorporating necessary terms and conditions governing the said transaction;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PREMISES CONTAINED HEREIN, THE PARTIES HERETO ENTER IN TO THIS AGREEMENT AND AGREE THE FOLLOWING:

- 1. Purchase and Collection of e-wastes:
- 1.1 Tritech agrees to purchase from IWASC and IWASC agrees to sell, 'e-waste materials' as may accumulate, from time to time, in its campus to Tritech, Porur, Chennai 116 during term of this agreement.
- 1.2 The rate of prices mentioned in the annexure shall remain fixed throughout the term of this Agreement unless the parties agree in writing for any increased rate of price.
- 1.3 IWASC will inform Tritech of the dates on which the 'e-Waste materials' can be collected from IWASC campus and Tritech will make its own arrangements to collect the said 'e-Waste materials' from IWASC campus on the said date or dates and in any case, at least once in three months, irrespective of the quantity accumulated.
- 2. Determination of weight, pricing and making payments:
- 2.1 Tritech shall arrange, at its expenses, to measure the weight of 'e-waste materials' on IWASC campus on a 'certified scale'.
- 2.2 IWASC will take in to account only weight of the 'e-waste materials', i.e., after deducting the weight of the packing materials or the containers and raise invoice against Tritech at the agreed rates.

For TRITECH SYSTEMS

Proprietor

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Principal Islamiah Women's Arts and Science College Vannyambadi - 635 752.

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- 2.3 Tritech shall effect payment to IWASC on the basis of such invoice issued to Tritech before transporting the 'e-Waste materials' from campus of IWASC.
- 3. Compliance with applicable rules:
- 3.1 Tritech assures IWASC and undertakes that it shall strictly comply with all statutory rules, regulations or orders that are applicable in relation to collection, storage, segregation and disposal of 'e-Waste materials' for recycling and that Tritech shall be solely responsible therefore.
- 3.2 Tritech agrees to carry out the instructions/advice given by IWASC in regard to method of collection/removal of the 'e-Waste materials from IWASC campus.
- 3.3 IWASC reserves its rights to depute, wherever it is deemed necessary, its nominee to Tritech's site/storage facility to witness the destruction process of the 'e-Waste materials' collected from IWASC campus by Tritech. Tritech shall provide all assistance and cooperation for such visit of IWASC nominated nominee to the site/storage facility of Tritech.
- 3.4 Tritech will, after processing each batch of 'e-Waste materials' collected from IWASC campus, generate and provide a 'Green Certificate' to IWASC for audit purpose.
- 4. Liability and Indemnification:
- 4.1 Tritech hereby undertakes that it will handle the entire E-Waste materials collected or removed from IWASC campus, in strict accordance with all applicable statutory requirements including the provisions of e-waste (Management and Handling) rules, 2011, in relation to collection, transportation, storage, treatment and disposal of the said e-waste materials for recycling. In the event of any violation of any applicable statutory rules, regulations or order, by or on the part of Tritech or its employees or any other person(s) deputed by Tritech in this regard and involved in the said process, Tritech shall be solely liable thereto including meeting all consequences thereof.
- 4.2 Tritech hereby agrees to indemnify IWASC from any and all claims, actions or proceedings that may arise, or result in , costs, damages or penalties, with regard to collection, transportation, treatment, storage and disposal of the ewaste materials taken out from IWASC campus by Tritech for recycling.

5. Insurance:

Tritech agrees that it shall maintain 'a public liability insurance policy' for not less than Rupees 1,00,000 (Rupees one lakh only) or at the level as may be prescribed by the statutory authorities, from time to time, whichever is higher and ensure the validity of the insurance policy during the full term of this agreement.

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6. Term and Termination:

- 6.1 This agreement shall be in force for a period of 5 years from the date of its execution unless terminated earlier as provided herein.
- 6.2 This agreement may be terminated by either party hereto by issuing a notice of thirty days, in writing, to the other party without assigning any reason there for.
- 6.3 In the event of any such premature termination, each of the party hereto shall be entitles to such privileges and rights as might have accrued to it under the terms and conditions of this agreement up to the date of such termination.

7. Entire Agreement:

This Agreement contains the entire understanding and agreement between the parties hereto and that supersedes all prior understanding and agreements whether oral or written, if any.

No modification or amendments to this agreement shall be binding unless agreed by the parties hereto, in writing.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THE DATE ABOVE SET FORTH.

WITNESSESS

1. Pry (V. Priya) No.9/15, 1st Street Pudlour, Ashou wagar Chennai -600083.

2. my (SHAZIA JAQULAIN. N)

ISLAMIAH WOMEN! ARTS AND SCIENCE COLLEGE VANIYAMBADI.

For and on behalf of Tritech

Signature: Alldbilla

Name : A. Mohammad Abdulla

Position : Proprietor

For and on behalf of Islamiah Womens' Arts and Science College

Signature:

Name : Dr. M. Renu

Position: Principal

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