



KONGU ARTS AND SCIENCE COLLEGE

(An Autonomous Institution, Affiliated to Bharathiar University, Coimbatore)

ERODE – 638 107

7.1.3 Facilities for Management of Degradable and Non-degradable Waste – Additional Information

The institution has tie-up with companies for solid waste and E-Waste disposal. The relevant documents such as Agreements/MoU's with Government and other approved agencies are listed below:

S.NO	PARTICULARS	SUPPORTING DOCUMENTS PAGE, NO:
1	ESE Paper Waste Disposal	2-3
2	MoU: E-Waste Disposal	4-9



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ESE paper waste disposal



Integrated Management
Systems Certified Company
(ISO 9001, ISO 14001
and OHSAS 18001)



CoE



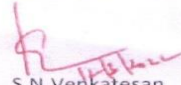
TO WHOMSOEVER IT MAY CONCERN

This is to certify that we received the old Answer Sheet (Waste Paper) through Truck No: TN 43 Z 6559 on 13.02.2022 from Kongu Arts And Science College (Autonomous) Erode - 638 107. We are pulping immediately at our Sathyamangalam Unit.

Kindly treat this as our pulping certificate.

Thanking you

For Sripathi Paper and Boards Pvt. LTD.,


S.N. Venkatesan
GM - Materials

S.N. Venkatesan
14/3/22



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GST No: 33AAGCS7439C1ZG CIN No: U21012TZ2002PTC010851

www.sripathi.net



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Integrated Management
Systems Certified Company
(ISO 9001, ISO 14001
and OHSAS 18001)



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TO WHOMSOEVER IT MAY CONCERN

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For Sripathi Paper and Boards Pvt. LTD.,

S.N. Venkatesan
12/3/2022
S.N. Venkatesan
GM - Materials

S. T. Srinivasan
14/3/22



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MoU for E-waste disposal



தமிழ்நாடு தமில்நாடு TAMIL NADU 17.11.21
Kongu Arts And Science College
Erode

93AB 924225

சம
எனது, சென்னைக்குயர் திவாது, திவாது
புத்திசாலைக்குயர், திவாது, திவாது
உரிமை எண்: 9/1999
சென்னை



Memorandum of Understanding (MoU)

This Agreement is executed, on 21.03.2022

BETWEEN

M/s. ASCENT URBAN RECYCLERS PVT. LTD. A company register under the companies act 1956 and having its registered office at S/No. 62/1B, 2A2, Padur Road, Mevalurkuppam Village, Sriparambalur Taluk, Kanchipuram District, Tamilnadu – 602105. here in after referred to as the **BUYER** which expression unless be repugnant to the context, shall mean and include successors affiliates and assigns of the one part.

AND

M/s.KONGU ARTS AND SCIENCE COLLEGE (AUTONOMOUS), Nanjanapuram, Erode, Tamil Nadu 638107 here in after referred to as the **SELLER** which expression unless be repugnant to the context, shall mean and include successors, affiliates and assigns of the other part.

PRINCIPAL,
KONGU ARTS AND SCIENCE COLLEGE
(AUTONOMOUS)
NANJANAPURAM, ERODE - 638 107.

For ASCENT URBAN RECYCLERS PVT. LTD.

Authorized Signatory



KONGU ARTS AND SCIENCE COLLEGE

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WHEREAS the BUYER is engaged in the business of Dismantling / Recycling of junked computers and Electrical and Electronic Components, by way of sorting the components into metal, plastic and other components is registered and authorized with Tamil Nadu Pollution Control Board, Central Pollution Control Board and Ministry of Environment & Forests for collecting, Storage and Dismantling of such E-waste.

The BUYER is engaged in E-Waste Dismantling / Recycling business. The BUYER collects E-waste, from 23.03.2022 and requires to send collected E-Waste to the registered recycler facility for recovery of materials.

As part of its business requirements the Buyer requires suitable electronic waste and equipment's here in after referred to as E-waste. The Buyer desires to purchase E-Waste from the Seller, collected from M/s. KONGU ARTS AND SCIENCE COLLEGE (AUTONOMOUS) and the Seller is Agreeable to sell the same. This Agreement is valid for carrying out transaction of selling collected E-waste by the Seller.

As the context may require, the buyer and seller shall hereinafter be referred to severally as party and collectively as parties.

NOW THESE PRESENTS WITNESS AND THE PARTIES HEREBY AGREE HEREBY AS FOLLOWS:

1. Definitions

- 1.1. In this Agreement unless the context otherwise requires, the following words and expressions shall have the following meanings ascribed them:
- 1.2. "Applicable Laws" means Basic Convention and, all statutes, rules, judgement, orders, regulation, directives, standards, guidelines, policies by-laws, approvals from the government authority or other government restrictions or adjudication by quasi-judicial authorities (including those relating to environment, taxes, assessment etc.) governing the Territories of Seller and Buyer.
- 1.3. "Collection point" shall mean place of accumulated / collected e waste of the Seller or as may be agreed from time to time.
- 1.4. "E-Waste" shall mean waste electrical and electronic equipment, whole or in part and scraps or rejects from their manufacturing process, internal corporate waste, service centers, clients, consumers and any other electrical and electronic equipment which are intended to be discarded including such used equipment's which can be useful directly or after refurbishing or recycling.
- 1.5. "Term" shall have the meaning ascribed in clause 8.1.1

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2. Terms of Sale

- 2.1. The seller shall sell the E-Waste on an exclusive basis to the buyer and the buyer agrees to buy the E-Waste from the seller at recovery base pricing or schemes model, the parties shall agree on the quality, quantity and delivery date of E-waste and the buyer shall accordingly raise the purchase order.
- 2.2. Full payment or schemes of the agreed purchase of E-Waste as contained the purchase order shall be made by the either party within 7 days from the date of delivery. Payment shall be effected by means of Cheque or Bank transfer.

3. Sellers Obligations

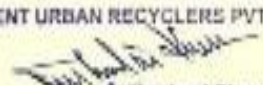
- 3.1. The sellers agrees that it shall not attempt to purchase E-Waste or generally do any business with the Buyer's current and prospective customers and clients.
- 3.2. The seller shall undertake quality and quantity check of E-Waste material as per the specifications pursuant to purchase order.
- 3.3. The Seller shall exclusively sell the collected E-waste to the Buyer only throughout the term of this agreement.
- 3.4. The seller shall always identify and display at all appropriate places including its premises, Website, events printed material in the nature of brochures, flyers etc., ASCENT URBAN Recyclers Pvt Ltd as its E-Waste Dismantler.
- 3.5. The Seller shall notify ASCENT URBAN RECYCLERS PVT LTD in case Seller or its Customer is required to identify and furnish details of ASCENT URBAN RECYCLERS PVT LTD as the E-Waste Dismantler of Seller or its customer to any governmental, regulatory, judicial quasi-judicial, Industry associations, non-governmental organizations etc.,

4. Compliance

- 4.1. The seller shall comply strictly with applicable laws and the entire responsibility of collection of E-Waste will be of the seller till the sale of E waste. The Seller shall be solely responsible for obtaining any necessary permits and licenses and any laws associated in relation to its obligations under the Agreement.
- 4.2. In the event the seller fails to comply with applicable laws or other obligations contained herein the seller shall indemnify and hold harmless the buyer, its directors, officers, employees, agents and authorized representatives from any claim, suit, legal or other proceedings, demands, damages, liabilities, cost (including attorney fees), expenses arising due to its non-compliance under clause 3 or any other obligations in this agreement.

PRINCIPAL,
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5. Buyer Obligation

- 5.1. The Buyer reserves the right to inspect all E-Waste upon receipt of same at the collection point and the Buyer may reject any E-Waste that fails to meet the specifications.
- 5.2. The Buyer shall pay an amount towards E-waste (excluding Bulbs and Tubes, the Buyer will charge an amount for Bulbs and tubes), the buyer will collect from the Seller to dispose off the E-Waste in an environment friendly manner.
- 5.3. The Buyer shall ensure to take all the necessary safety precautions while transporting the E- Waste from the Seller's collection point to his premises.
- 5.4. The Buyer shall provide the COMPANY the necessary destruction Certificates, after disposing off the E-Waste in an environment friendly Manner after every collection.
- 5.5. The Transportation & Labour charges will be borne by the Buyer.
- 5.6. The Seller will provide E waste collection bins which will be placed by seller at their collection points.
- 5.7. The Seller shall inform the Buyer to lift / clear the scrap materials from their Collection points as and when it gets accumulated and the Buyer shall lift / clear the materials. Information has to be sent to the vendor through email or through any valid mode.
- 5.8. The Buyer Shall lift E-Waste from the collection points informed by seller, if there should be minimum 1000 kg for single collection.
- 5.9. The Buyer shall ensure that the E-waste lifted from the company shall be disposed of in an environment friendly manner and as per the guide lines of the Pollution Control Board.
- 5.10. The Buyer shall take care that no legal complication arises in handling the E-waste after lifting the same from the Seller Collection points.

6. Term and Termination

6.1. Term

- 6.1.1. The term of this Agreement will commence on the date of the Agreement and, unless earlier terminated as provided herein, will continue for a period of two (2) years and the parties may, if they desire so, renew the agreement for such further period as they may decide mutually.

6.2. Termination

- 6.2.1. The Buyer may terminate the Agreement immediately on written notice at any time if the seller commits any irremediable material breach of this agreement and for the avoidance of doubt but without limitation, any breach of clauses, commits any remediable breach of this Agreement and fails to remedy such breach within a period of thirty (30) days from the service on it of a notice specifying the breach and requiring it to be remedied or having so remedied.

PRINCIPAL,
KONGU ARTS AND SCIENCE COLLEGE
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6.2.2. Either party may terminate this Agreement if a petition or application for winding up of any one party of the other party has been admitted and a liquidator has been appointed or an order or bankruptcy or winding up or dissolution has been passed by competent courts.

6.2.3 The Buyer may terminate this agreement immediately by giving a written notice and without any reason whatsoever

7. Confidentiality

7.1 Each party shall keep this Agreement and all related information and correspondence provided to the other party in strict confidence, and shall not disclose the same to any third party, except if required to be disclosed under Applicable Laws.

8. Governing Law and Dispute Resolution

8.1 Any notice, invoice, approval, advice, report or any other communication required to be given under in a party hereunder shall be addressed and delivered to the place of business of such party as set out in the preamble of this agreement or at such other address as may be communicated by such party to the other party from time to time for this purpose.

8.2 This Agreement shall be governed and construed in accordance with laws in India. Parties agree that in the event any dispute or breach arising out of or in relation to this Agreement shall be referred exclusively to arbitration to be conducted by a sole arbitrator in accordance with the Arbitration and conciliation Act, 1996. The venue of arbitration shall be in Chennai and the language of arbitration shall be in English. The decision of the arbitrator shall be binding on the parties and the parties undertake not to dispute the same. The buyer shall appoint the arbitrator and such appointment shall be official and award passed by the said arbitrator shall be binding on both the parties.

8.3 Notwithstanding the foregoing the parties may apply to any court of competent jurisdiction for a temporary legal recourse, or other interim relief, and without abridging any of the powers of the arbitration panel and such an action shall not constitute abrogation of the agreement contained herein. Any such disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts at New Delhi, India Only.

9. Miscellaneous


9.1 The Agreement shall not be amended, modified or waived written consent of authorized representatives of the parties. A failure or delay to enforce any provision of this Agreement shall not constitute waiver hereof.

9.2 If at any time or more provisions of this agreement becomes invalid or unenforceable, the remainder of this Agreement shall survive and remain in full force and effect.


PRINCIPAL,
KONGU ARTS AND SCIENCE COLLEGE
(AUTONOMOUS)
NANJANAPURAM, ERODE - 638 107,

5

For ASCENT URBAN RECYCLERS PVT. LTD.


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The parties shall endeavor in good faith to mutually discuss and include replacement provision to the agreement to carry out the intention of the parties.



- 9.3 Nothing in this agreement shall be construed as creating a partnership or joint venture between the parties or constitute either party the agent of the other party for any purpose.
- 9.4 The above entered agreement is valid for Collection of E waste materials.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first mentioned above by the duly authorized representatives of the Seller and Buyer:

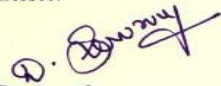
For KONGU ARTS AND SCIENCE
COLLEGE (AUTONOMOUS)


For ASCENT URBAN RECYCLERS PVT. LTD.


Authorized Signatory
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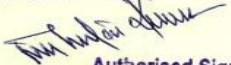

Authorized Signatory


Witnesses:

- 
1. Dr. D. SARAVANAN 1. SELLER
ASSISTANT PROFESSOR AND HEAD
DEPARTMENT OF BIOTECHNOLOGY,
M/s. KONGU ARTS AND SCIENCE COLLEGE (AUTONOMOUS)

- 
2. K.P. Karthikeyan, 2. BUYER
No. 50, Ponvasanthlam
Off. KASC, Sri Kumaran garden,
Nanjanaapuram Erode
M/s. ASCENT URBAN RECYCLERS PVT. LTD.

For ASCENT URBAN RECYCLERS PVT. LTD.


Authorized Signatory