



পশ্চিমবঙ্গ | पश्चिम बंगाल WEST BENGAL

50AB 437517

MEMORANDUM OF UNDERSTANDING

BETWEEN

P.N. DAS COLLEGE, an Institute incorporated under the laws of India and having its registered office at Santi Nagar, Palta, Kolkata, West Bengal 743122 through its authorized signatory (hereinafter referred to as "First Party" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) OF THE FIRST PARTY.

And

Hulladek Recycling Pvt. Ltd. to provide for management of Electronic Waste, acting through its authorized signatory (hereinafter referred to as "Second Party" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) OF THE OTHER PART.

PURPOSE

- A. The shared objective of this partnership is to in compliance of E-Waste (Management) Rules, 2016 provide for management of Electronic Waste except liquid waste.

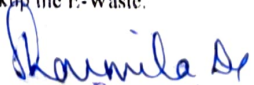
The above goals will be accomplished by undertaking the following activities:

DELIVERABLES FROM HULLADEK RECYCLING PVT. LTD.:

1. To pick up, transport, carry and recycle/dispose of the E-Waste from P.N. DAS COLLEGE as per the norms prescribed by the Government Authorities from time to time.
2. To make available Utilization Certificate confirming that E-Waste provided has been recycled/ disposed of as per the norms prescribed by the Government Authorities within 60 days of the pickup of the E-Waste.

Hulladek Recycling Pvt. Ltd.

Director


Principal
P. N. DAS COLLEGE
Santinagar, Palta, 24 Pgs. (N)

3. To dispose of such equipment and specifically agreed that they will pay/charge towards the disposal of E-Waste. The pickups confirmed by the First Party will be carried out on a priority basis within Five days from the date of request.
4. To share records & data of the e-waste material procured.

DELIVERABLES FROM P.N. DAS COLLEGE:

1. To sign required documents to acknowledge that E-Waste has been handed over to the Hulladek Recycling.
2. To handover the E-Waste on "as is where is basis". The First Party is expected to generate 250 Kgs or more of E-Waste annually during each contractual term.
3. To accumulate all E-Waste and inform to Hulladek Recycling once reasonable volume has accumulated.
4. To ensure that all the E-waste procured by or in the possession of them will be exclusively given to Hulladek Recycling Pvt. Ltd.

REPORTING

The MOU and its undertakings will be reported and seen into by the undersigned of this MOU.

COMMERCIALS

Hulladek Recycling Pvt Ltd will receive Rs 1500 as services fees for the MOU from P.N. DAS COLLEGE. Monetary transactions will be defined on case-to-case basis between P.N. DAS COLLEGE and Hulladek Recycling Pvt. Ltd. according to the sample list is attached as Annexure 1. For items under Annexure 2, Hulladek Recycling will charge P.N. DAS COLLEGE. All monies payable between the parties will be settled post every pickup executed.

DURATION

This MOU is valid for one year (entered into at Kolkata, on 1st July 2021 and valid till 30th June 2022) and may be modified by mutual consent of authorized officials from P.N. DAS COLLEGE and Hulladek Recycling Pvt. Ltd. This MOU shall become effective upon signature by the authorized signatories and will remain in effect until modified or terminated by mutual consent.

TERMINATION

This Agreement may be terminated by either of the parties by giving one month (30 Days) notice to the other Party.

PENALTY

If the Second Party is not providing services in accordance with this Agreement, it is understood that the First Party will suffer damages. Second Party agrees to pay the First Party as fixed, liquidated and actual damages, and not as a penalty, for each business day of delay until the service is provided in accordance with the Agreement. The First Party shall intimate the Second Party in writing of the loss/damages suffered by it due to the Second Party not having provided any service in accordance with this Agreement.

LEGAL COMPLIANCES

Second Party shall apply for, obtain and pay for any and all required permissions, permits, approvals, certificates, licenses and inspections necessary for the proper execution and provision of the said Services. Second Party agrees that it is liable and responsible for all compliances under relevant labour legislation and undertakes to pay all statutory payments, contributions, taxes, fees, levies, etc. as may be due and payable under various laws.

INDEMNITY AND LIABILITY OF SECOND PARTY


Second Party shall keep and hold First Party, its shareholders, directors and officers, employees, or any such person indemnified and harmless from and against any losses, damages, liabilities, expenses (including reasonable attorneys' fees), costs, and charges of any kind whatsoever, resulting from any third party claims, suits, demands, actions, proceedings, judgments, assessments, against First Party occasioned by, arising out of or resulting from (i) any breach of the terms of this Agreement by Second Party including representations and warranties or (ii) claims by third parties, including on account of injury, damage directly arising from the provision of the Services (iii) any claims against First Party arising from any negligent act or omission of Second Party or Second Party's employees, agents or contractors.

CONFIDENTIALITY

Each Party shall keep secret all Confidential Information, if any, transmitted to it or made available to it by the other Party and shall not pass such Confidential Information on, wholly or partly, to third parties without express written consent of the other Party.

Hulladek Recycling Pvt. Ltd.

Director


Principal
P. N. DAS COLLEGE
Santinagar, Palta, 24 Pgs. (N)

DISPUTE RESOLUTION AND GOVERNING LAW

In case of any difference or dispute arise between the Parties herein; the dispute shall be referred to the arbitration in terms of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator mutually appointed by both the parties shall be final and binding between the Parties. In case the parties are unable to agree on their choice of an Arbitrator, they shall each appoint one Arbitrator, who will in turn appoint a third Presiding Arbitrator. The Arbitral Tribunal so constituted shall adjudicate on the dispute/disputes and the award passed by the Arbitral Tribunal shall be final and binding on the parties. The Courts in Delhi shall be deemed to have exclusive jurisdiction on any matter arising out of this Agreement.

FORCE MAJEURE

Neither Party shall be liable for delay in performing obligations or for failure to perform obligations hereunder if the delay or failure resulted from circumstances beyond its reasonable control. Such circumstances shall include but shall not be limited to acts of God or government, fire, explosion, flood, accident, civil commotion, strike, terrorist activity or impossibility of obtaining services or materials ("Force Majeure"), provided that such Party shall have used all reasonable endeavors in the circumstances to avoid or minimize the effects of any such delay or failure and to perform such obligations, notwithstanding the events which have occurred and such Party shall be granted an extension of time for the performance of such of its obligations as shall be so delayed of a period equal to the duration of such delay or as may be mutually agreed, provided that such extension shall not be beyond the initial Term contemplated under the terms of this Agreement.

Hulladek Recycling Pvt. Ltd.


Director



Principal
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