



தமிழ்நாடு தமில்நாடு TAMILNADU  
19.4.2022 Nehru College of  
Educational And Charitable  
Trust, Coimbatore.

*B. Meenakshi*  
**B. MEENAKSHI**  
STAMP VENDOR  
DISTRICT REGISTRAR OFFICE CAMPUS,  
(PARTY SHED)  
COIMBATORE, TAMIL NADU,  
K. Dis.No. 11799 / B1 / 2016

CR 118393



## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (the Memorandum) is made between **RAJAM ENTERPRISES, Coimbatore- 641030, Contact-98946 44360** (here in after referred to as "the vendor" which expression shall unless repugnant to the context and meaning there of mean and include its successors and permitting assigns) of the one part and, **Nehru Arts and Science, Nehru Gardens, Thirumalayampalayam, Coimbatore -641 105, Tamil Nadu, India**, of the other part;

Each being a "Party" to this Agreement and together comprising the "parties" to the Agreement.

*[Handwritten signature in green ink]*

**PRINCIPAL**  
Nehru Arts and Science College (Autonomous)  
Nehru Gardens, Thirumalayampalayam,  
Coimbatore - 641 105.

For RAJAM ENTERPRISES

*[Handwritten signature in purple ink]*

Proprietor

## **WHERE AS-**

1. An institute/college is engaged in providing various education to students and generate wastes such as desktop's, servers, laptops, printers, keyboards, mouse etc. While carrying out different educational and office activities and intends to dispose E-waste generated as per guidelines of the Central Pollution Control Board, Ministry of Environment & forest.
2. The vendor has presented that it is a certified E-waste disposal agency
3. Upon representations of the vendor the institute/ college has agreed to appoint the various and the vendor has agreed to take charge of the said e-waste and collect, remove and dispose The same, in the manner prescribed by the concerned authorities on the following terms and condition agreed to between the parties.

### **1. Scope of service**

a. The institute/college agrees to provide E-waste and the vendor agrees to take charge of the E-Waste as specified.

b. The institute/college shall, at its sole discretion, send written intimation either at a specified interval of time or whenever specified quantity of E-waste is generated, to collect the E-waste. The said E-waste shall be collected from the institute/ college premises by the vendor within 30 working days of intimation by the institute /college or any other period as required by the company. It will be the responsibility of the various to collect the same from the premises and have the same transported from premises of the institute/college to the various facility at its own cost & expenses in accordance with the guidelines and procedures prescribed by applicable authorities/laws and instructions of the Institute/ college

c. The Parties hereby agree that the ownership and risk of loss of the said E-waste will transfer from institute/college to Vendor upon delivery of the same to vendor in the institute/college premises.

### **2. Representation, warranties and undertakings of the Vendor**

The vendor hereby agrees that it shall pick material from institute/college premises as per shared list by institute/college without any cost and shall ensure that proper documentation of the same is done as required under the applicable laws/rules/regulations

### **3. Confidential Information**

Vendor acknowledges and agrees that all it shall throughout the term of this Agreement and even thereafter ensure any information pertaining to the institute/college which is acquired by it in the course of acquiring the E- waste which is specified by the Company as Confidential information (hereinafter "Confidential Information") is not to be used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Institute/college

### **4. Governing Law and Dispute Resolution:**

Memorandum shall be construed in accordance with the laws of the State of Tamil Nadu. If any dispute or differences will arise between the parties hereto or their respective successors in interest as to the meaning or interpretation of a term of this Agreement or as to the mutual rights and obligations arising out of this Agreement or as to any claim by one party against the other

### **5. General**

- a) Assignment: Neither this Agreement nor the performance of any obligation hereunder can be assigned, delegated or otherwise transferred by Vendor to any person without Prior written consent of the Company.
- b) Entire understanding: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modification, amendment or supplement to this Agreement shall be effective for any purpose unless in writing, signed by each party.
- c) Notices: All notices under this Agreement shall be in writing and shall be sufficiently communicated if delivered in person or by courier service, sent by facsimile (followed by the mailing of a hard copy by regular mail) or by registered mail, to the recipient at the following respective address of Parties
- d) Counterparts: The Agreement is executed in duplicate and one copy will be retained by the Institute/college and the other by Vendor each of which shall be deemed an original, but both of which shall together constitute one and the same instrument.
- e) Exclusive arrangement: The institute/college confirms that it will maintain this exclusive arrangement with Vendor during the period of continuity of this agreement for handling E-waste generated by our Institutions  
The Vendor agrees that when the E-waste comprises of Hard Disk, it shall be destroyed the Vendor and the Vendor shall share photographs of the destroyed Hard Disks) evidence while sending final reports evidencing disposal of the E waste,

The Vendor undertakes that its representative shall inspect the said E-waste before the E-waste is collected from the institute/college Premises in order to verify that it is as per specification mentioned. The Vendor hereby undertakes that it shall be responsibility of the Vendor for safe secured transition of the E-waste collected from the institute Premises to the destination of the Vendor.

## **6. Term**

The duration of the Agreement shall be 5 years from the date hereof, unless it is terminated earlier as hereinafter provided. On the expiration of the said period, the Agreement shall stand terminated and may be renewed by the Parties with mutual consent at any time during the pendency of the agreement or even after

## **7. Termination**

If any Party hereto commits breach of any terms of this agreement the other party will be Entitled to give notice to the other party to rectify the breach within 7 days of the receipt of Notice and if breach is not rectified then the party giving notice shall be entitled to terminate this Agreement

If this Agreement is terminated by either Party for any reason, Company shall be entitled to deduct or withhold from or set-off against such sums any and all losses, costs, damages or expenses it may suffer as a result of any breach by Vendor of any of its obligations under this Agreement and/or as a result of any termination by Company pursuant to clauses above.

## **8. Indemnity**

Vendor undertakes to indemnify and keep institute/college fully indemnified, compensated and harmless at all times from and against any action, suits, claims, proceedings, damages, liability, losses, expenses or costs on account of any breach by Vendor of its obligations and responsibilities or breach of any term hereof or breach of any warranty or by reason violation of any present or future law, guideline, rule or regulation or on account of unauthorized acts, fraud, negligence, misconduct, misrepresentation, any act, omission, commission, deed or thing done by Vendor or its employees/ representatives or otherwise..

IN WITNESS WHERE OF, this MOU shall be executed by the Parties through a duly authorized representative and shall be effective as at the date of last signing.

For: **Nehru Arts and Science College**

Sign:

Name: **Dr.B.Anirudhan**

Designation: **Principal**

Date: **19.04.2022**

Witness 1

Sign:

Name: **Dr.R.Malathi**

Designation: **Dean - SoLA**

Date: **19.04.2022**

Witness 2

Sign:

Name: **N.Sivakumar**

Designation: **System Admin**

Date: **19.04.2022**

**N. SIVAKUMAR**  
**SYSTEM ADMINISTRATOR**  
**IT UNIT**  
Nehru Arts and Science College (Autonomous),  
Thirumalayampalayam, Coimbatore - 641 105.



For: **Rajam Enterprises**

Sign:

Name: **Mr.S.Manuel**

Designation: **Proprietor**

Date: **19.04.2022**

Witness 1

Sign:

Name: **K.Saiprasad**

Designation: **Administrative Officer**

Date: **19.04.2022**

Witness 2

Sign:

Name: **V.Veerakumaran**

Designation: **Assistant Professor**

Date: **19.04.2022**

**For RAJAM ENTERPRISES**

**Proprietor**