

MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding (MOU) is signed on 21/08/2019.

AMONG:

MES Institute of Management incorporated under Society Act 2006, having its office located at 'Vidyavihara', #25/1, 17th Main, 2nd Block, Rajajinagar, Bengaluru-560010. represented by its Authorized Signatory Dr. Sharada S And hereinafter referred to as "**Principal**", (which expression shall, unless repugnant to the context or meaning thereof, mean and include its executors, authorized representatives, administrators, successors-in-interest and permitted assigns) of the first part

AND

Environmental and Recycling Solutions India, an existing company within the meaning of the Companies Act, 1956 having its office at, **No.56, Valagerahalli, Near R V College, kengeri, Bangalore – 560060.**, represented through its Director Ms. Madhura R, hereinafter called "**ERS India**", referred to as a party of the second party (which expression shall, unless repugnant to the context or meaning thereof, mean and include its executors, authorized representatives, administrators, successors-in-interest and permitted assigns).

Whereas **Environmental and Recycling Solutions India** will collect dry recyclable waste under the WOW initiative and send to ITC factory for Recycling. ITC has set up a material recycling facility at Bhadrachalam & Kovai, which is fully compliant with the Environment (Protection) Act, 1986 and the Municipal Solid Wastes (Management and Handling) Rules, 2000 to convert the wastepaper into reusable paper. Further, ITC-PSPD recycles 25,000 MT of waste paper in a month.

Whereas "**(Organisation Name)**", has agreed to give away the paper and plastic waste generated in its Bangalore, Hyderabad, Chennai & Coimbatore Locations. The collection of dry recyclables from **(Organisation Name)** will be initiated from as per schedule, where both the parties agreed mutually.

Sharada S
Principal
MES Institute of Management
Rajajinagar, Bangalore-560 010

NOW THIS MOU WITNESSETH AS UNDER:

This MOU is intended to create a synergic alliance between **(Organisation Name)** & **Environmental and Recycling Solutions India** for the recycling dry-waste, which is a vital element in the protection of environment.

1. Definitions:

1.1 **Wastepaper:** Discarded paper including cardboard, newspaper and magazines, shredded papers, old office records, etc.

1.2 **Plastic:** Water bottles, pet bottles, polythene sheets, carry bags etc.

1.3 **Designated Day:** A day in the week / fortnight/month agreed between parties.

2. Pick-up locations:

Location-1

(ORGANISATION NAME)	
Contact persons	N.Anitha Kumari
Designation	Asst.Manager
Mobile No	9482735369
Land Line No	080-23128231
Email ID	Anithakumari7582@gmail.com
Preferable week day for pick-up	Wednesday/Saturday
Time:	

Location-2

(ORGANISATION NAME)	
Contact persons	
Designation	
Mobile No	
Land Line No	
Email ID	
Preferable week day for pick-up	
Time:	

Sharada S

Principal

**MES Institute of Management
Raiajinagar, Bangalore-560 011**

Location-3

(ORGANISATION NAME)	
Contact persons	
Designation	
Mobile No	
Land Line No	
Email ID	
Preferable week day for pick-up	
Time:	

3. Quality & Quantity

3.1 Material should be free from food particles, without any contamination of garbage, municipal waste or any item which are detrimental to WOW initiative

3.2 Minimum required quantity is 300 Kgs.

4. Roles and Responsibilities of (Organisation Name):

4.1 (Organisation Name) shall identify the quantum of wastepaper and plastic generated at various locations.

4.2 (Organisation Name) would store the wastepaper and plastic and **Environmental and Recycling Solutions India** would pick up on mutually agreed schedule.

4.3 (Organisation Name) agrees to appoint **Ms.N.Anitha Kumari** as its representative to coordinate on various activities identified in MOU and to notify **Environmental and Recycling Solutions India** within one month of any change in responsibility.

4.4 (Organisation Name) need to allocate for itself sufficient covered storage space for keeping the material safely.

4.5 A sale invoice in the name of **Environmental and Recycling Solutions India** shall be issued with local applicable VAT to enable faster payment from Environmental and Recycling Solutions India. Invoice will be sent by post / Courier to the address given in this MOU within two days from the date of collection of material along with the copies of Weighment slips. Copy of the same can be scanned and sent to d.narasingarao@itc.in for speedy processing.

Sharada S

Principal

MES Institute of Management
Rajajinagar, Bangalore-560 010

4.6 Payment will be processed within two weeks from the date of receipt of the invoice along with gate pass and weighment slip.

5. Roles and Responsibilities of Environmental and Recycling Solutions India:

Payment Options:

5.1 In consideration for enabling **ERS India** to Pick up the materials from **(Organisation Name)**, ERS India shall pay to **(Organisation Name)**, the consideration amount based on weight recorded @ Rs.4/- (Rupees four) per Kg for carton boxes, shedding paper, old newspaper, old magazines, old office records dustbin paper and Rs.2/- (Rupees two) for dry waste, plastic waste, metal waste etc. Payouts will be done to **(Organisation Name)** on a monthly basis for each calendar month separately.

Or

5.2 **ERS India** shall supply stationeries to **(Organisation Name)** in exchange of dry waste. For valuation purpose Rs.4/- per kg shall be considered for waste paper like cardboard, newspaper and magazines, shredded papers, old office records, dust bin papers and Rs.2,- per kg for dust bin papers, plastics, metal etc.

5.2 **ERS India** will make necessary arrangements for collecting the wastepaper, plastic & transporting to its godown.

5.3 **ERS India** shall not use or disseminate any confidential information printed on the wastepaper if the wastepaper is not properly shredded by **(Organisation Name)** and the information is legible.

5.4 **From Operations** Mr. Srinath, Asst. Manager, Mobile No: 9686816211 and from **ITC - WOW** Mr. Pramod, Asst. Manager, Mobile: 9035827105 and Mr. Narasingh Rao, Manager, **ITC Ltd - PSPD**, Mobile No: 7032920134 representatives to coordinate on various activities identified in MOU and to notify **(Organisation Name)**, within one month of any change in responsibility.

6. Roles and Responsibilities in General:

6.1 The details laid out in this MOU, notwithstanding the essence and spirit of this MOU is an understanding between **(Organisation Name)** and **ERS India**.

Sharada S

Principal

**MES Institute of Management
Raiajinagar, Bangalore-560 010**

6.2 Any notice or other communication under or in connection with this agreement shall be in writing in the English language and shall be delivered personally or sent by way of e-mail to the party due to receive the notice or communication at its address set out in this contract or such other address as either party may specify by notice in writing to other.

6.3 In addition ITC will issue material recycling certificate to your company indicating the number of trees saved (As you are aware, one ton of paper recycled can save 22 fully grown trees & 7000 gallons of water.)

1. ADDRESS FOR COMMUNICATION:

Following are the address to which all notices shall be sent:

Local office address (Bangalore):

Environmental and Recycling Solutions India
"WOW" (Well-being Out of Waste)
No.56, Valagerahalli
Near R V College, Kengeri,
Bangalore – 560060.

For

7.1 Environmental and Recycling Solutions India.:

"WOW" (Well-being Out of Waste)
No.56, Valagerahalli
Near R V College, Kengeri,
Bangalore – 560060.

For

1.2 MES Institute of Management:

Address: Vidyavihara, #25/1,
17th Main, 2nd Block,
Rajajinagar, Bengaluru-560010.

Sharada S
Principal
MES Institute of Management
Rajajinagar, Bangalore-560010

8. Execution of this Agreement shall be deemed to be

8.1 A confirmation by both the parties that no benefit, either in cash or kind has been provided by either party to the other party or to any officer or employee, or any relative/ associate of any officer or employee of either party or of any of their associate institutions/companies in order to enter into this Agreement, and

8.2 An undertaking by both the parties not to provide any benefit, either in cash or kind to any officer/employee/relative/associate of any officer or employee of either party as reward or consideration either for entering into this MOU or other matter relating to this Agreement.

9. Other Terms:

9.1 Force Majeure: Neither party shall be liable for damages for any delay or failure to perform its obligations here under, if such delay or failure is due to reasons beyond the control of the concerned party including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earth quakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any Governmental body.

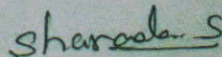
9.2 Entry into Force and Duration: This Agreement comes into force from 21/08/2019 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. We wish to suggest for open ended document not a periodical document since this recycling activity is continues activity.

9.3 Any dispute arising out of this Agreement shall be settled amicably between the parties. This Agreement is subjected to the Jurisdiction of Courts at Bangalore.

9.4 MES Institute of Management security has the right to check/ investigate the transporter of wastepaper (including carton boxes)/ vehicle carrying the waste papers and plastic for Environmental and Recycling Solutions India.

9.5 The Parties covenant that they will comply with all applicable laws and regulations in their conduct pursuant to this Agreement.

9.6 Both the parties shall agree that it will not make use of, disseminate, or in any way disclose any confidential information to any person, firm or business. Furthermore, the


Principal
MES Institute of Management
Raiajinagar, Bangalore-560 010

existence of any discussions, negotiations or agreements in progress between the parties shall not be released to any form of public media without written approval of both parties.

10. ANTI BRIBERY:

Both the parties hereby represents, warrants and undertakes that, in connection with the transactions contemplated by this Agreement, any matter pertaining directly or indirectly to this Agreement, including without limitation the negotiation of this Agreement and the fulfilment of [Contracting Party's] obligations hereunder, or any other transactions involving, or undertaken on behalf of, [relevant contracting (**Organisation Name**) entity(ies)] shall not make any payment or transfer anything of value directly or indirectly:

i) To any government official or employee (including employee of a government corporation or public international organisation) or to any political party or candidate for public office or

ii) To any other person or entity if such payments or transfers would violate the laws in India.

iii) It is the intent of the parties that no payment or transfers of value shall be made which have the purpose of effect or public commercial bribery or acceptance or Acquiescence in extortion kickbacks or other unlawful or improper means of obtaining business.

In witness where of the parties here to have signed this agreement on the day, month and year mentioned hereinbefore.

For (ORGANISATION NAME)

Sharada S
Authorized Signatory
[Name *Dr. SHARADA S*
[Title *principal*
Sharada S
Principal

MES Institute of Management
Rajajinagar, Bangalore-56001

For ENVIRONMENTAL AND
RECYCLING SOLUTIONS INDIA

Authorized Signatory
[Madhura R]
Director

ITC WOW – Contact Details:

Sl. No	Name	Designation	Phone number	Email Id
1	Mr.Pramod ku Sahoo	Programme officer	09035827105	itcwowbangalore@gmail.com
3	Mr. Narasingh Rao	Manager –ITC LTD	07032920134	d.narasingarao@itc.in
4	Ms. Madhura R	Director –ERS India	09916169397	Madhura@ersindia.com

sharada S

Principal

MES Institute of Management
Rajajinagar, Bangalore-560018