



**CHEBROLU ENGINEERING COLLEGE (HU): CHEBROLU**  
**(Approved by AICTE, NEW DELHI & Affiliated to JNTUK,**  
**Kakinada, AP)**  
**Accredited By NAAC**  
**CHEBROLU, GUNTUR (DT)-522212, ANDHRA PRADESH**

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Date: 13-08-2019

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CHEBROLU ENGINEERING COLLEGE, CHEBROLU**  
**AND**  
**TAJUDDIN SCRAB UNIT, GUNTUR**

This memorandum of understanding (the "MOU") made effective this day of 13<sup>th</sup> August 2019 by and between Chebrolu engineering college (here in after referred to as "party 1"); having its at Mangalgi road, Guntur and Tajuddin scrab unit having its office at Mangalgi road Guntur (herein after referred to as "party 2"); with signatories of this MoU being sometimes referred to herein individually as "party" or collectively as "parties".

**WHERE AS**

- a. Tajuddin scrab unit is operating a facility for collection transportation, dismantling, refurbishing and disposal of e-waste at Mangalgi road Guntur authorized by Guntur pollution control board.
- b. The party 2 has been providing such facilities.
- c. The generator has approached Tajuddin scrab unit and desires to appoint Tajuddin scrab for the purpose of collection and disposal of its segregated E-waste and same has been accepted by Tajuddin scrab unit in accordance with the terms of this agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. PURPOSE OF MOU**

The purpose of this MoU is to serve as a basis and frameworks for the parties to processes E-waste management as indicated at schedule 1 through the III services, (the "purpose").

*Tajuddin*

## 2. SCOPE

- a. The parties shall meet or correspond as necessary to discuss and attempt to agree on the progress of work relating to the E-waste management to be carried out by the party2 as per schedule.
- b. The output of the work shall be strictly as per schedule.

NOW THIS AGREEMENT witnesses as follows.

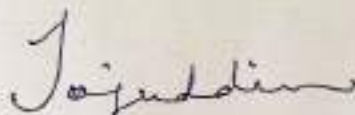
## 3. DEFINITIONS AND INTERPRETATION

1. Electronics waste (E-waste)-The term E-waste will refer to the below mentioned electrical and electronics waste for the purpose of this agreement which includes;

- a) Computers & peripherals (CPU, keyboard, Mouse & Monitor)
- b) Laptops
- c) Servers
- d) Pcb's
- e) Mobiles or communication devices
- f) Mother boards (computers & laptops)
- g) Security devices
- h) Telecom equipment
- i) Printers & scanners
- j) Military electronic
- k) Control systems
- i) Data cables & wires
- m) Batteries
- n) CD/DVD

2. In this agreement, unless the subject or context otherwise requires:

- a. Reference to the singular number shall include references to the plural number and vice-versa;
- b. Reference to a person shall include references to natural persons, partnership firms' companies, bodies corporate and associations, whether incorporated or not or any other Organization or entity including any governmental or political sub-division, ministry department or agency thereof
- c. References to recitals, clauses and schedules are to recitals, clauses and schedules of this agreement;
- d. Reference here in to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far





as such amendment or re-enactment is capable of applying to any transactions covered by this agreement.

- e. Clause headings used herein are only for ease of reference and shall not affect the interpretation of this agreement.
3. The schedules & annexure shall form an integral part of this agreement.
4. All capitalized terms used in this agreement shall have the meaning specifically defined in this agreement shall, unless inconsistent with the context under this agreement.

#### 4. SCOPE OF THE AGREEMENT

1. Tajuddin scrap unit shall collect, transport, and dispose the E-waste collected from the premises of the generator. It shall be the responsibility of Tajuddin scrap unit to demagnetize the hard disks before disposing them off in accordance with the terms of the contract. If the hard disks come along with the CPU the activity would be taken care by Tajuddin scrap unit at free of cost. However, in case of an exclusive consignment of hard disks for demagnetization by the Generator. It shall be chargeable in accordance with the terms of the contract.

2. The generator shall segregate the E-waste at one designated place within the premises from where the representatives of Tajuddin scrap unit collect the E-waste. All the segregated shall be stored in the appropriate bins and /or damage caused due to in appropriate storage of E-waste at the premises by the generator.

3. Upon intimation from the generator, Tajuddin scrap unit shall within 15 days there from, arrange for collection of E-waste as per the applicable provisions. The generator shall issue delivery challan before collection of the E-waste from the designated place by Tajuddin scrap unit.

4. The E-waste collected shall be weighed by the parties at the nearest weighment center available as identified by the parties. The weighment of the E-waste shall be done in the presence of the representatives of both the parties shall acknowledge such weighment slip generated. In case of any discrepancy in the weighment as per delivery challan and the weighment slip, the details shall be considered for payment by Tajuddin scrap unit.

5. The generator liability shall cease once the E-waste has been collected by Tajuddin scrap unit from its premises except for any non-disclosure of any material information known to the generator with regard to E-waste from Tajuddin scrap unit during the handover of such E-waste. It is specifically agreed and understood that compliances of applicable law during transportation and disposal of E-waste shall be exclusive responsibility of the Tajuddin scrap unit.

6. Tajuddin scrap unit shall issue a safe destruction certificate as per prescribed under applicable laws within fifteen (15) days from receipt of such request.

*Tajuddin*

## **5. TERM AND TERMINATION**

1. This agreement shall be in force for a period of 3 years from the date of signing of this agreement. Up on completion of the term, the agreement may be renewed at the option of both the parties in writing on mutually agreed terms and conditions.

2. The agreement may be terminated by either party without assigning any reason by giving fifteen (15) days prior written notice to other party.

## **6. COMPLIANCE WITH LAWS**

1. Tajuddin scrub unit represents and warrants to the generator that it has all necessary statutory permissions, consents, approvals, and licenses to carry out business of collection transportation, storage, management and disposal of E-waste and it shall maintain all such permissions, consents, approvals and licenses during the term of this agreement.

2. Tajuddin scrub unit further agrees that:

a) It shall exercise all safety precaution and best management practices, required by law, in providing service under this agreement;

b) It shall notify the generator immediately if any permit, licenses, certificate, consent approval or identification number required for the performance of its service under this agreement has been revoked, modified, expired, suspended or not been renewed;

c) Tajuddin scrub unit shall comply with all applicable laws, rules and regulations and shall indemnify and hold the generator harmless in this regard;

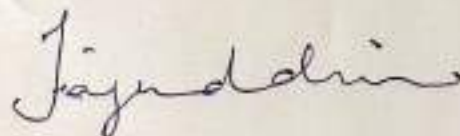
## **7. ENVIRONMENTAL AND SAFETY AUDITS**

1. Tajuddin Scrub Unit agrees and acknowledges that the generator or its authorized agent shall have the right to perform environmental and safety audit at any site at which Tajuddin scrub unit conducting E-waste management services for the purpose of verifying environmental and safety procedures followed by Tajuddin scrub unit.

2. Tajuddin scrub unit shall also cooperate with the Generator, in the event any statutory agency conducts any audit or inspection to check the Generator procurement, disposal and management of E-waste by providing necessary reports, documents certificates and other relevant Information upon giving reasonable notice in advance of any such audits.

## **8. LIMITATIONS OF LIABILITY**

Notwithstanding anything to the contrary mentioned in this Agreement, in no event shall parties be liable for any special, indirect, incidental or consequential damage including but not limited to loss of sales, business or data, lost profits or loss of use of other equipment or good will, incurred by any party or any direct or indirect loss or damage.





## **9. DISPUTE RESOLUTION**

1. This Agreement shall be governed and construed in accordance with the laws of India.
2. Any dispute or breach arising out of or in relation to this Agreement shall be referred to arbitration to be conducted by a sole arbitrator mutually appointed by the parties here in, accordance with the arbitration and Conciliation Act, 1996. The venue of arbitration shall be Guntur and the proceedings shall be conducted in English. The decision of the arbitration shall be final and binding on both the parties. No party shall make the public the award of the arbitration without the prior written consent of the other party. The party in default shall bear the cost of arbitration.
3. Subject to the arbitration provisions herein, courts of component jurisdiction in Guntur shall have the exclusive jurisdiction on the matters arising out of or in connection with this Agreement. No party shall be restrained from approaching the court for seeking inters in relief under this Agreement.

## **10. EXECUTION OF THIS AGREEMENT SHALL BE DEEMED TO BE.**

- 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 their party or of any their associate institutions/companies in order to enter into this Agreement;
- 2.An information by both the parties no to provide any benefit, either in cash or kind to any officer/employee/relative associate of any either party as reward or consideration either for entering into this agreement or other matter relating to this agreement.

## **11. DURATION AND TERMINATION**

- a. This MOU enter into force from 13/08/2019 the moment of its execution and shall remain in full force till 012/08/2022 of the purpose.
- b. The MOU may be terminated by parties by terminating its involvement in the activities set out in this MOU. Such termination shall be in writing to all other parties and should not result in any kind of liability towards the other parties.
- c. Party 2 shall recoup all the liabilities created under this agreement and the other parties' obligations that shall survive on termination expiration of this MOU.
- d. Under no circumstances, whether as a result of breach of agreements, warranty, guarantee indemnity. Tort (including negligence), strict liability or otherwise , shall any party or any of their subcontractors or suppliers, if any, be liable to any other party for any of the following categories of damages, costs, losses, or expenses and each party shall release the other parties from any liability therefore(a) loss of profit, loss of revenue, loss of goodwill, loss of use, loss of opportunity, loss of protection, downtime costs and costs and the costs of obtaining or maintaining financing (in all cases, whether direct, indirect consequential ); or(b) insofar as

*Tajuddin*

not covered by subparagraph (a) above, indirect or consequential damages, costs losses or expenses of whatever nature.

## 12. SIGNATURES.

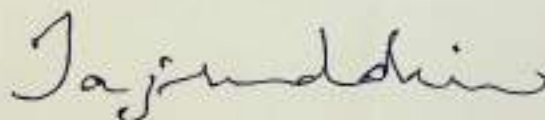
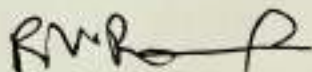
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### DIRECTORS:

Tajuddin Scrab Unit,

Mangalagiri Road, Guntur -522001.

Witness



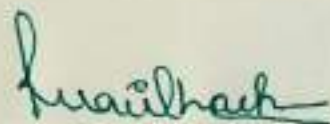
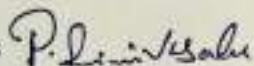
DATE: 13/08/2019

### Principal:

Chebrolu Engineering College

Chebrolu, Guntur-522212.

Witness



PRINCIPAL  
CHEBROLU ENGINEERING COLLEGE  
CHEBROLU

Date: 13/08/2019





**CHEBROLU ENGINEERING COLLEGE (HU): CHEBROLU**  
**(Approved by AICTE, NEW DELHI & Affiliated to JNTUK,**  
**Kakinada, AP)**  
**CHEBROLU, GUNTUR (DT)-522212, ANDHRA PRADESH**

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**Date: 10-08-2016**

**MEMORANDUM OF UNDERSTANDING**  
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**AND**  
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*Tajuddin*

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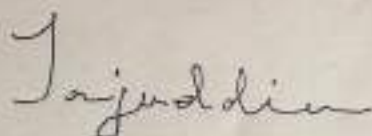
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Tajuddin

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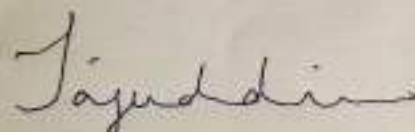
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2. Tajuddin scrub unit further agrees that:
  - a) It shall exercise all safety precaution and best management practices, required by law, in providing service under this agreement;
  - b) It shall notify the generator immediately if any permit, licenses, certificate, consent approval or identification number required for the performance of its service under this agreement has been revoked, modified, expired, suspended or not been renewed;
  - c) Tajuddin scrub unit shall comply with all applicable laws, rules and regulations and shall indemnify and hold the generator harmless in this regard;

## 7. ENVIRONMENTAL AND SAFETY AUDITS

1. Tajuddin Scrub Unit agrees and acknowledges that the generator or its authorized agent shall have the right to perform environmental and safety audit at any site at which Tajuddin scrub unit conducting E-waste management services for the purpose of verifying environmental and safety procedures followed by Tajuddin scrub unit.
2. Tajuddin scrub unit shall also cooperate with the Generator, in the event any statutory agency conducts any audit or inspection to check the Generator procurement, disposal and management of E-waste by providing necessary reports, documents certificates and other relevant Information upon giving reasonable notice in advance of any such audits.

## 8. LIMITATIONS OF LIABILITY

Notwithstanding anything to the contrary mentioned in this Agreement, in no event shall parties be liable for any special, indirect, incidental or consequential damage including but not limited to loss of sales, business or data, lost profits or loss of use of other equipment or good will, incurred by any party or any direct or indirect loss or damage.





## 9. DISPUTE RESOLUTION

1. This Agreement shall be governed and construed in accordance with the laws of India.
2. Any dispute or breach arising out of or in relation to this Agreement shall be referred to arbitration to be conducted by a sole arbitrator mutually appointed by the parties here in, accordance with the arbitration and Conciliation Act, 1996. The venue of arbitration shall be Guntur and the proceedings shall be conducted in English. The decision of the arbitration shall be final and binding on both the parties. No party shall make the public the award of the arbitration without the prior written consent of the other party. The party in default shall bear the cost of arbitration.
3. Subject to the arbitration provisions herein, courts of component jurisdiction in Guntur shall have the exclusive jurisdiction on the matters arising out of or in connection with this Agreement. No party shall be restrained from approaching the court for seeking interis in relief under this Agreement.

## 10. EXECUTION OF THIS AGREEMENT SHALL BE DEEMED TO BE.

- 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 their party or of any their associate institutions/companies in order to enter into this Agreement;
- 2.An information by both the parties no to provide any benefit, either in cash or kind to any officer/employee/relative associate of any either party as reward or consideration either for entering into this agreement or other matter relating to this agreement.

## 11. DURATION AND TERMINATION

- a. This MOU enter into force from 10/08/2016 the moment of its execution and shall remain in full force till 09/08/2019 of the purpose.
- b. The MOU may be terminated by parties by terminating its involvement in the activities set out in this MOU. Such termination shall be in writing to all other parties and should not result in any kind of liability towards the other parties.
- c. Party 2 shall recoup all the liabilities created under this agreement and the other parties' obligations that shall survive on termination expiration of this MOU.
- d. Under no circumstances, whether as a result of breach of agreements, warranty, guarantee indemnity. Tort (including negligence), strict liability or otherwise , shall any party or any of their subcontractors or suppliers, if any, be liable to any other party for any of the following categories of damages, costs, losses, or expenses and each party shall release the other parties from any liability therefore(a) loss of profit, loss of revenue, loss of goodwill, loss of use, loss of opportunity, loss of protection, downtime costs and costs and the costs of obtaining or maintaining financing (in all cases, whether direct, indirect consequential ); or(b) insofar as not covered by subparagraph (a) above, indirect or consequential damages, costs losses or expanses of whatever nature.

Tajuddin

## 12. SIGNATURES.

In testimony where off, the parties this MOU have here into set and subscribed their hands for the continuance of this MOU

### DIRECTORS:

Tajuddin Scrab Unit,

Mangalagiri Road, Guntur -522001.



*Tajuddin*

Witness

*P. Sankar Kumar*

DATE: 10/8/2016

Principal:

Chebrolu Engineering College

Chebrolu, Guntur-522212.



*K. Hari Babu*  
PRINCIPAL  
CHEBROLU ENGINEERING COLLEGE  
CHEBROLU

Witness

*M. V. Rao*

Date: 10/08/2016