

महाराष्ट्रं MAHARASHTRA

प्रतिकामभक कोणाँकडे सावर करावयाचे ३००००

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व पाहिवासी पदा

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त्रसेच मुद्रांक विक्रीमें ठिकाण/पता:-

ज्या कारणासाही ज्यांनी मुद्धांक खरेदी केला त्यांनी त्याच कारणासाह 2021 के महिल्यात शापरणे बंधनकारक आहे

ZE 937502

फवल् प्रतिज्ञापत्रासाठी (अनुच्छेद-४) (सदर भुद्रांक लिव्ह सायभेन्सपाठी नाही.)

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MEMORANDUM OF UNDERSTANDING

BETWEEN

CHRIST COLLEGE - PUNE

AND

THRECO RECYCLING LLP, MUMBAI

ON

8th DECEMBER 2021

Principal Carmel Vidya Bhavan Trust's Christ College, Pune.

WASTE MANAGEMENT AGREEMENT

This Agreement, entered into on 8th December, 2021 as the "Effective Date" by and between Christ College ,Pune having office at 26/4 A, Vadgaon Sheri, Off Pune Nagar Road Pune Maharashtra 411014, here in after called "Christ College - Pune" and Threco Recycling LLP, having its office at D-402 Remi Bizcourt, Shah Industrial Estate, Off Veera Desai Road, Andheri West, Mumbai 400053, here in after called "Threco".

Whereas Christ College, Pune has information technology peripheral including printers and material (the "Material" and as hereinafter defined) that it may from time to time wish to recycle, and Threco desires to execute a complete waste management program on behalf of Christ College, Pune to process the Material.

THEREFORE, Christ College, Pune shall provide, and Threco shall recycle the Material in accordance with the following terms of this Agreement:

Material:

Material is hereinafter defined as all hazardous scrap. Material specifically excludes equipment containing radioactive materials, free flowing liquids, chlorofluorocarbons, polychlorinated biphenyls, or other "Hazardous Wastes".

2. Services:

- a. Threco will ensure the E-waste generated and provided by Christ College, Pune is disposed of in a compliant manner.
- c. Disposal Certificate, for the applicable material, will be provided to Christ College, Pune within 3 weeks from the date of receipt of material at the facility.
- d. Cost of transportation will be borne by Threco.

3. Payment/Charges

One-time payment for the bin installation would be Rs.5000+ GST. Kindly consider the E-waste bin proposal. Threco will dispose and pick up the E-waste free of charge.

4. Threco Representation and Warranties:

- 4.1 In the performance of all Services to be provided hereunder, Threco agrees to comply with all applicable permits, all central, state, and local laws, regulations and ordinances and all duly constituted authorities. Upon request of Christ College, Pune, Threco shall furnish copies thereof to Christ College.
- 4.2 Threco will be responsible for the statutory compliances including environmental compliances pertaining to the scrap disposal activities and Christ College, Pune will not in any way be responsible for the same once the scrap material is handed over by Christ College, Pune to Threco.

Carmel Vidya Bhavan Trust's Christ College, Pune.

4.3 Threco agrees and undertakes to indemnify Christ College, Pune for any liability, claims including third party claims, legal actions against Christ College, Pune arising out of any negligent action or wilful misconduct by Threco.

5 Representations and Warranties:

- 5.1 Christ College, Pune has free and unencumbered title to all Material delivered to Threco pursuant of this Agreement.
- 5.2 Christ College, Pune shall issue all proper despatch documents, where applicable.

6 Terms:

This agreement shall have a term of Five (5) years from the Effective Date. Threco will be the official E-waste collector and recycler for the institution.

7. Independent Contractor:

In furnishing Services pursuant to this Agreement, either Party will at all times be acting as an independent contractor and this Agreement will not be construed to create any association, partnership, joint venture, relation of principal and agent or employer and employee between one Party and the other Party or its agents.

Miscellaneous:

- 8.1 All services performed by Threco for Christ College, Pune while this Agreement is in effect shall be subject to its provisions unless otherwise agreed in writing before the performance of such services is started.
- 8.2 This Agreement may be terminated at any time by Christ College, Pune or Threco, upon material breach by either party or upon 30 days written notice to the other party without any reason.
- 8.3 If any provision of this Agreement is held invalid or unenforceable, then it shall be considered severable (only to the extent necessary) and the remaining provisions will not be impaired and this Agreement will be interpreted as far as possible to give effect to its stated purpose.
- 8.4 This Agreement will benefit and bind Christ College, Pune Threco and their respective representatives, successors in interest, and mutually permitted assigns, as appropriate.
- 8.5 This Agreement constitutes and fully expresses the entire and only agreement between the parties with the respect to the subject matter thereof; all prior and collateral understandings, agreements and promises with respect thereto are considered merged herein. This Agreement may not be modified, waived, or extended unless mutually agreed to in writing, and it may not be terminated except as provided above. A waiver by either party of any terms and conditions of this Agreement in one or more instances will not constitute a permanent waiver of such terms and conditions unless so stated in writing.

Principal
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Christ College, Pune.

8.6 The laws of India will govern the validity, interpretation, construction, performance and enforcement of this agreement. Both the parties mutually agree that the Courts in Mumbai, Maharashtra shall have the sole and exclusive jurisdiction, with regards to the present Agreement and the rights and obligations contained herein, in exclusion of all other courts.

9. Confidentiality

The agreement protects the information provided to Threco by Christ College, Pune from further disclosure or misuse. The information shall not be disclosed to persons other than Threco's personnel having a reasonable need for access to serve Christ College, Pune. The provisions of this clause shall apply mutatis mutandis to the other party.

10. Limitation of Liability

In no event a party is liable to the other for (i) any indirect, special, consequential or incidental damages or loss of revenue or loss of business profits, however caused, even if advised of the possibility of such damages, Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability, for any and all direct damages (whether in contract, tort (including negligence) of Threco, regardless of the form of claim shall not exceed the payment made by Threco in the preceding three months from the date on which the claim arose.

Threco Recycling

Name: Garima Jinda

Title: Manager

Date: 8th December 2021

Christ College - Pune

Name: Dr (Fr) Sony J Chundattu CMI

Title: Principal

Date: 8th December 2021

Principal

Carmel Vidya Bhavan Trust's Christ College, Pune.

In witness whereof, the authorized representative(s) of both organizations have executed two (2) copies of this agreement.

In witness whereof, the authorized representative(s) of both colleges have executed two (2) of this agreement.

Ma JINDAL ASST. PROFESSOR

DEPT. OF SCIENCE

CHRIST COLLEGE - PUNE