



RENAVART
Creating a sustainable future

Renavart Recyclers India Private Limited

An Authorized E-Waste Management and Recycling Company

CIN: U37100TG2022PTC168430

GST No: 36AAMCR3082N1ZR

Memorandum of Understanding

Agreement for Disposal of Electronic Waste

This **MEMORANDUM OF UNDERSTANDING** for Electronic Waste disposal is executed in HYDERABAD on 26th APRIL 2023 between **Renavart Recyclers India Private Limited**, a company registered under *sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014* having its registered office at **FL-009, 3rd Floor, T-Hub, 1/C, 83/1, Raidurg Panmaktha, Hitech City, Ranga Reddy, Hyderabad, Telangana - 500 081**, Hereinafter referred to as **"Recycler"** constitutes the First Party and **MALLA REDDY HEALTH CITY (Affiliated to KNRUHS - WARANGAL)** part of a registered Society namely **CHANDRAMMA EDUCATIONAL SOCIETY (CES)** situated at **Suraram X roads, Suraram, Hyderabad - 500 055, Telangana State**, Hereinafter referred to as **"College"** of the Second Party.

As the context may require, **"Recycler"** and **"College"** shall hereinafter be referred to severally as **"Party"** to this Agreement, collectively forming the **"Parties"** to the Agreement.

WHEREAS:

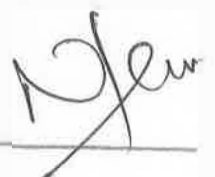
1. The Malla Reddy Health City under CES, has 2 Medical & 2 Dental Colleges namely
 - A. MALLA REDDY INSTITUTE OF MEDICAL SCIENCES
 - B. MALLA REDDY INSTITUTE OF DENTAL SCIENCES
 - C. MALLA REDDY MEDICAL COLLEGE FOR WOMEN
 - D. MALLA REDDY DENTAL COLLEGE FOR WOMEN
2. The College is engaged in providing diverse education in the fields of Medical and Dental and generates electronic waste like Desktops, Servers, Laptops, Printers, Keyboards, Mouse, etc., during educational and office activities.

3. The objective is to manage the disposal of electronic waste in strict compliance with the E-Waste (Management) Rules, 2022 established by the *Central Pollution Control Board* under the Ministry of Environment, Forest, and Climate Change.
4. The Recycler has represented that it is an authorized E-waste Management and Recycling company.
5. Based on the Recycler representations, the College has agreed to appoint the Recycler, who, in turn, has accepted responsibility for collecting, transporting, and disposing of the E-waste from all the Colleges. This process will adhere to the prescribed methods set by the relevant authorities, outlined in the following mutually agreed terms and conditions between the parties.

NOW, THEREFORE, considering the above, the Parties mutually agree as follows:

1. Scope of Services:

- a. The College agrees to exclusively provide electronic waste (e-waste) to the recycler, this commitment ensures that all electronic waste generated by the College will be responsibly managed and recycled in accordance with applicable environmental regulations and ethical practices.
- b. The College shall, notify the Recycler at specified intervals or whenever a particular quantity of E-waste is generated for collection. The Recycler is responsible for collecting the E-waste from the College premises within 30 working days of notification or any other period stipulated by the College.
- c. The Recycler bears the responsibility of collecting and transporting the E-waste from the College premises to the Recycler's facility at its own cost and expenses. This process must adhere to the guidelines, procedures, and instructions mandated by applicable authorities/laws and the College.
- d. Both Parties acknowledge that ownership and the risk of loss of the specified E-waste will transfer from the College to the Recycler upon delivery to the Recycler within the College premises.



2. Representations, Warranties, and Undertakings of the Recycler:

- a. The Recycler commits to providing Management Information System (MIS) reports and regular updates on E-waste disposal activities until the final disposal. After the disposal, the Recycler is authorized to provide the College with comprehensive reports, certificates, and any other essential documentation in accordance with relevant laws, regulations, and rules, all to be provided upon college's request.
- b. The Recycler hereby agrees to collect materials from the College premises and subsequently provide a price quote following a thorough assessment of the electronic waste, in adherence to a mutually agreed upon list by the College. The Recycler ensures proper documentation, complying with applicable laws, rules, and regulations.
- c. The Recycler commits to following ISO guidelines or any other applicable guidelines during the E-waste disposal process.
- d. The Recycler guarantees that its licenses for E-waste disposal, are currently valid. The Recycler undertakes to keep these licenses (and any other required licenses/permissions) valid throughout this Agreement's term.
- e. Before collecting E-waste from the college premises, the Recycler's representative will inspect it to ensure it matches the specifications outlined in the rules and regulations prescribed by CPCB (*Central Pollution Control Board*).
- f. The Recycler is responsible for the safe and secure transition of collected E-waste from the College premises to the Recycler's destination.
- g. The Recycler further undertakes responsibility for the safe and secure storage, segregation, recycling, extraction, destruction, and disposal of E-waste, following Central and relevant State Pollution Control Board guidelines.

3. Termination:

- a. If a party violates any terms of this agreement, the opposing party has the right to issue a notice, providing a 15-day window for the breaching party to address and rectify the breach. Failure to resolve the breach within this period empowers the notifying party to terminate the agreement.



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- b. The Agreement shall be valid for period of Two (2) years from the date of this Agreement date. Upon expiry of the Agreement, the parties may mutually agree to renew the term of this Agreement in writing.
- c. Upon termination of Agreement, Recycler shall cease to provide the services.

This agreement can be terminated under the following circumstances:

- (i) If either party undergoes liquidation, voluntary or compulsory.
- (ii) If either party believes that the agreement's continuation is detrimental to their business, termination can occur with a two-month written notice.
- (iii) If the Recycler breaches any terms, conditions, or obligations, and the breach remains unrectified for 15 days to the satisfaction of the College.

4. Confidential Information:

Recycler acknowledges and agrees that all it shall throughout the term of this Agreement and even thereafter ensure any information about the College which is acquired by it in the course of acquiring the E-waste which is specified by the College 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 College. It shall use such Confidential Information only for the purpose for which it was disclosed by the institute/college and shall not use or exploit such Confidential Information for its own benefit or the benefit of another; it shall protect the Confidential Information against disclosure to third parties in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects its confidential information of similar importance; and limit disclosure of Confidential Information received under this Agreement to persons within its organization who have a need to know such Confidential Information in the course of the performance of their duties for this Agreement and who are bound to protect the confidentiality of such Confidential Information under a written agreement having terms similar to the terms hereof.



5. Governing Law and Dispute Resolution:

- a. This Agreement will be governed by Indian laws, with exclusive jurisdiction granted to the Courts in Hyderabad.
- b. In the event of disputes or differences between the parties, they will be resolved through arbitration involving three arbitrators. Each party appoints one arbitrator, and the third is chosen mutually. The arbitration process follows the Arbitration and Conciliation Act, of 1996, with Hyderabad as the sole venue for arbitration.

6. General:

- a. **Assignment:** Recycler cannot assign, delegate, or transfer any obligations under this Agreement without the College's prior written consent.
- b. **Entire Understanding:** This Agreement represents the complete understanding between the parties regarding its subject matter, replacing all prior written or oral agreements. Any modifications or amendments must be in writing and signed by both parties.
- c. **Waiver:** Waivers of terms in this Agreement by the College or Recycler must be in writing and do not extend to other terms or subsequent breaches unless expressly stated in writing.
- d. **Notices:** Written notices, whether delivered in person, by courier, facsimile (followed by a mailed hard copy), or registered mail, are considered received on the same day, 72 hours after facsimile transmission, or five days after mailing.
- e. **Principal to Principal Agreement:** The Parties are independent contractors, not in an employer-employee, principal-agent, partnership, joint venture, or co-ownership relationship. Neither party can assume obligations on behalf of the other.
- f. **Counterparts:** This Agreement, executed in duplicate, with one copy held by the College and the other by Recycler, constitutes a single instrument.

g. **Exclusive Arrangement:** The College affirms the exclusive arrangement with Recycler for handling E-waste across its current and future offices in India during the agreement's continuity.

IN WITNESS WHEREOF, 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 **MALLA REDDY HEALTH CITY**



Signature:

Name: **K NAGENDRA KUMAR**

Designation: **CHIEF FINANACIAL OFFICER**

Date:

For **RENAVART RECYCLERS INDIA PRIVATE LIMITED**



Signature:

Name: **MAHESH KUMAR GOPU**

Designation: **Founder and CEO**

Date: **26/04/2023**

Witness to **Malla Reddy Health City**

Witness to **Renavart Recyclers India Private Limited**