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5.No. 14094 Del8 o.S. 2019 Rs. 20

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N R P. Road, Gandhinagar, Vijayawada. Cell: 97051 23555

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed on 3<sup>rd</sup> December 2019.

### BY AND BETWEEN

Andhra Loyola College (Autonomous), Vijayawada – 520 008 presented by Rev.Fr.Dr.G.A.P.Kishore, SJ, Principal, Who is duly authorized to sign and execute the MoU.

Being the First Part

AND

Suraj Krishna Greenaries, an authorized agency of ITC having its principal office situated at D.NO-37/1052-AI, Nehru Nagar, Kadapa-516 002 and

PRINCIPAL ANDHRA LOYOLA COLLEGE VIJAYAWADA-8.





Represented by Mr. K.Rama Chandraiah, Managing Partner referred as "Suraj Krishna"

### Being the Second Part

Whereas Andhra Loyola College (Autonomous) has agreed to educate their students on waste management and form DOVE Student Group of Andhra Loyola College with the students to spread the message of source segregation to other students, and also agree to collect and handover the dry recyclable waste.

### 1. NOW THIS MOU WITNESSETH AS UNDER:

This is an agreement for a synergic alliance between Andhra Loyola College (Autonomous) and Suraj Krishna Greenaries for the social cause of recycling of Dry Waste and Environment Protection through recycling.

2. <u>Time period</u>: This MOU shall be for a period from 3<sup>rd</sup> December 2019 – 2<sup>nd</sup> December 2024.

# 3. Roles and Responsibilities of Andhra Loyola College (Autonomous):

- a. To ensure source segregation of dry and wet waste at College premises through its Teaching staff, housekeeping staff and Students.
- b. Andhra Loyola College (Autonomous) will give away any kind of paper waste, plastic waste and other dry recyclable waste to Suraj Krishna Greenaries at price agreed mutually. Suraj Krishna will pay as rates mentioned below:

White paper & News Paper: Rs.10/kg.

Carton Boxes: Rs.3/kg.

Plastic waste - 2/- to 5/- (Depending upon the grade)

c. Andhra Loyola College, shall form DOVE Student Volunteers Group in the College and adopt nearby Schools or Colonies to promote Source Segregation through student volunteers.

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- d. Andhra Loyola College shall provide students for Internship in WOW Program.
- e. Andhra Loyola College shall motivate students to bring dry recyclables like paper, plastic, metal etc. from their home and donate to WOW initiative.
- f. Andhra Loyola College will put-up color-coded bins for waste segregation at different points in College premises.

## 4. Roles and Responsibilities of Suraj Krishna Greenaries:

- a. ITC-WOW team will impart training to the students and housekeeping staff on source segregation and through them inculcate the habit of source segregation among the other students.
- b. Suraj Krishna Greenaries will collect dry recyclable waste and old records from Andhra Loyola College and bring to the Hub for sorting and baling of the material collected and dispatch to respective recycling industries.
- c. Suraj Krishna Greenaries shall coordinate with ITC and undertake necessary measures for dispatch of the sorted recyclables for recycling at its own cost.
- d. Suraj Krishna Greenaries will make payment to Andhra Loyola College, Vijayawada, directly into their accounts for the dry recyclable waste collected against the accurate weighment and the type or category of the dry waste. The payment shall be made no later than 15 days from the date of payment request raised by the college. Franchisee on the request of Andhra Loyola College may give New Stationery against the value of dry recyclable waste lifted.

## 5. Performance of Obligations

- a. The details laid out in this MOU, notwithstanding the essence and spirit of this MOU is an understanding between Andhra Loyola College, Vijayawada, and Suraj Krishna Greenaries.
- b. 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.

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### ADDRESS FOR COMMUNICATION:

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

### For Suraj Krishna Greenaries:

Mr. K.Rama Chandraiah D.NO-37/1052-AI, Nehru Nagar Kadapa-516002.

# For ANDHRA LOYOLA COLLEGE (AUTONOMOUS):-

Rev.Fr.Dr.G.A.P.Kishore,SJ Principal Andhra Loyola College (Autonomous) Vijayawada -520 008

# 6. Execution of this Agreement shall be deemed to be

- a) 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
- b) 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.

### 7. Other Terms:

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

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public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any Governmental body.

### 8. Dispute Resolution:

It is understood by both the parties that this Agreement is for a social cause and not to make any profit out of the understanding. The Parties covenant that they will comply with all applicable laws and regulations in their conduct pursuant to this Agreement. Any dispute arising out of this Agreement shall be first attempted to settle amicably between the parties.

#### 9. Arbitration

Any dispute which is not resolved amicably shall be finally settled by binding arbitration in respect to the matters concerning to the MOU with the Sole Arbitrator to be appointed by the mutual consent of both the parties. The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties.

Pending the submission of and/or decision on a dispute, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such arbitration award

### 10. Governing and Jurisdiction:

This Agreement is subjected to the Jurisdiction of Courts at Vijayawada. 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 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.

## 11. Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

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## 12.NOTICE /Termination

Any notice required to be given hereunder shall be given in writing at the address of each party set forth as below in this agreement or to such other address either party may substitute by written notice to the other. Either party may terminate this Agreement by giving 30 days written notice to the other party.

In witness whereof the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore.

For Andhra Loyola College (Autonomous)

Rev.Fr.Dr.G.A.P.Kishore,SJ

**PRINCIPAL** 

ANDHRA LOYOLA COLLEGE VIJAYAWADA-8.

Mr.K Rama Chandriah

MANAGING PARTNER

Witness:

2. A would follo