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CU 265072

MEMORANDUM OF UNDERSTANDING (MoU)

Between

St. Albert's College (Autonomous), Ernakulam, Kerala, India.

and

Vesta Igniter, Thodupuzha, Kerala, India.

This Memorandum of Understanding (MoU) is signed on the 15th day of December 2020 between St. Albert's College (Autonomous), Ernakulam, Kerala, India (hereinafter referred to as "ALBERTS"), represented by its Chairman, Fr. Antony Arackal as the first party and Vesta Igniter, Thodupuzha, Kerala, India (hereinafter referred to as "VESTA"), represented by its Managing Director, Venuprasad as the second party. First Party and Second Party may be collectively referred to as the "Parties" or individually as a "Party."

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Fr. ANTONY ARACKAL CHAIRMAN

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Whereas

- ALBERTS is an autonomous college based in Ernakulam, Kerala offering 45 programs in both UG and PG and 10 research degrees.
- ALBERTS, through its unit of Woman Empowerment Cell (herein referred as 'WEC'), is desirous to associate with VESTA on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

Whereas

- VESTA is a waste management company that offers household incinerator solutions to dispose items such as napkins, diapers and other solid wastes.
- VESTA is desirous to associate with ALBERTS on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

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CHAIRMAN
ST. ALBERT'S COLLEGE (AUTONOMOUS
ERNAKULAM, KOCHI - 18

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NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

ALBERTS and VESTA recognize that this collaboration would be of mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in academic and industrial cooperation. As per the purpose of the said agreement, all the parties shall undertake the following activities with the approval of signatory authorities.

- ALBERTS and VESTA can collaborate in future to conduct lectures, workshops, seminars, research conferences and similar events in areas of mutual interest for the benefit of students, Institutes, Corporate sectors and society at large.
- 6. Faculty members of ALBERTS and Professionals of VESTA can travel between to participate in activities that can enhance their knowledge and also to foster relations between the parties. Activities include, but are not limited to, delivering lectures, teaching a course, taking a sabbatical, faculty in other institutions Board of Studies/Academic Councils, acquiring skills for institutional governance and developing collaborative research etc.
- 7. VESTA can deliver live cases/problems faced in the industry where the students of the other party can have access for class-room discussion. The outcome of such discussions may be shared with VESTA for evaluation/assess the practicality of the solution to the existing problem.
- VESTA can deliver lectures/webinars at ALBERTS for the development of students with no monetary obligation on either party.
- VESTA shall offer internship for the students of ALBERTS, where ALBERTS will provide the list of students who are interested to avail this internship opportunity.

General Provisions

Treatment of intellectual property rights developed through collaborations under this MoU
will be the common property of both the parties.

ST. ALBERT'S COLLEGE (AUTONOMOUS ERNAKULAM, KOCHI - 18

Costs

- 11. Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MoU. Where possible and appropriate, the Parties may also seek funding for collaborations from any research organization funding.
- 12. Where applicable, the fee for services from VESTA to ALBERTS and vice-versa will be as agreed with the approvals of the signatory authorities.

Applicable Law and Jurisdiction

13. Any disputes or issues of interpretation with regard to this MoU shall be resolved amicably between the Parties. In case no amicable solution is found such disputes or issues shall be submitted to the exclusive jurisdiction of three (3) arbitrators mutually agreed by the parties. The arbitration proceedings shall be conducted in English. The seat of the arbitration shall be in a mutually agreed location. This MoU shall be governed by and construed under the laws of India and would be tried in the jurisdiction of courts in Ernakulam district.

Indemnity

14. Each Party agrees to protect, defend, indemnify and hold harmless the other Party and their related parties from and against all liability, claims, loss, damage, and costs (including legal costs and expenses) due to its failure to perform as agreed in the MoU.

Assignment

15. Neither party will assign its rights or obligations under this MoU without the prior written consent of the other party, however such requests shall not be withheld unreasonably. This MoU will be binding upon the parties and their respective legal successors and permitted assigns.

Confidentiality

- 16. The parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MoU. If either Party wishes to disclose information it considers to be confidential or proprietary to the other Party, the Party needs to take prior written consent of the other party.
- 17. Students might be working on confidential projects and should not be disclosing any confidential information. Students cannot share data collected during the study in any of

FI. ANTONY ARACKAL CHAIRMAN ST. ALBERT'S COLLEGE (AUTONOMOUS) ERNAKULAM, KOCHI.- 18 their assignments, however are free to share their learnings without impacting confidentiality agreements with clients.

Tenure of MoU

18. This MoU shall be effective for a period of five (5) years from the date of execution of this agreement, and can terminate or amend this agreement by giving the other party a written notice one (1) month in advance.

The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:

Fr. Antony Arackal

Chairman

Vice Chairman

WEC Coordinator:

St. Albert's College (Autonomous)

Witness 1:

Venu Prasad

Vesta Igniter

Managing Director

Witness 2:





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CW 615898

This agreement of association on the joint venture collection, transportation, treatment and disposal of E waste, entered into on this day 05/03/2021 by and between M/s RANDOM TASK, 12/364, Madathiparambil Building, Edapally, Pukkattupady Road, Thevakkal, VKC P.O, Ernakulam, (herein after called Party No.1, which includes their successors in administration), an organization formed specially for the purpose of disposal of Electronic and Electrical Waste (herein after referred to as E-Waste)

AND

ST. ALBERTS COLLEGE (AUTONOMOUS), ERNAKULAM (Herein after called the Party No.2 which include their representatives, successors and persons claiming him/her/them)



ST. ALBERT'S COLLEGE (AUTONOMOUS)

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CW 615899

WHEAREAS Party No.1 herein has set up a facility at Random Task, 12/364, Madathiparambil Building, Edapally, Pukkattupady Road, Thevakkal, VKC P.O, Ernakulam, for collecting, storing and transportation of E waste generated from public and private sector from Kerala with the approval of Kerala State pollution control board and is presently engaged in collection of E Waste for scientific disposal. The E-Waste stored in its facility would be then transported to the central processing facility at Mysuru for further recycling and processing until a similar facility is set up in Kerala.

WHEAREAS Party No.2 is desirous of getting associated to Party No.1 and Party No.1 having offered to facilitate all legally possible help to discharge the responsibility of Party No.2, towards the Pollution Control Board in the subject matter on the following terms and conditions; this agreement of association witnesses as follows:

Fr. ANTONY THOPPIL

CHAIRMAN

ST. ALBERT'S COLLEGE (AUTONOMOUS)

ERNAMO (NTC) STAAN

3 MAR 2021

Terms and conditions

- 1. Party No.2 understands the origin, purpose for function of Party No.1
- The association of Party No.2 with Party No.1 shall be for a period of two year initially, commencing from this date. The association shall be renewed for further period on mutual consent in writing with Party No.1
- Party No.1 shall not charge any amount as association fee from Party No.2 for entering in this agreement
- 4. Both parties agree on the mutually accepted rate specified in annexure 1
- Party No.1 hereby undertakes
 - a. Provide training on segregation and handling of E Waste free of cost if necessary to Party No.2
 - b. To collect and transport the E Waste from the premises of Party No.2 as soon as Party No.2 informs about the availability of such materials in their premises on the specified rate agreed upon
 - To provide the required documents on lifting on lifting of E Waste from the premises of Party No.2
 - d. Provide certificate of destruction to Party No.2 after processing the materials collected
 - e. Shall process/ recycle/ dispose of the materials in the approved mode on ownership of the materials as said above
 - f. RANDOM TASK shall not sell, distribute or otherwise furnish such materials in its original form to a person or entity and will necessarily render the services with respect to all materials sold under this contract
 - g. Shall bear the cost of logistics to deliver the materials to locations where disposal services are provided by Party No 1
 - h. To take up the responsibility and liability in the subject matter of disposal of E Waste towards the Pollution Control Board
 - Make payment to Party No 2 by Cheque/ Demand Draft in advance listed in "ON SALE BASIS" on the specified rate agreed upon
 - j. Shall exercise every reasonable safety precautions and best management practice, whether or not required by law, in the performance of its duties under this contract.
 - k. Shall notify Party No 2 immediately if any of its permit, license, approval or identification no required for the performance of the services have been revoked, modified, expired, suspended or been renewed
- 6. Party No.2 undertakes
 - a. Provide access to staff of Party No.1 for visual inspections of EZ Waste and submit a
 Waste audit report

and total



Lumi,

Fr. ANTONY THOPPIL

CHAIRMAN

ST. ALBERT'S COLLEGE (AUTONOMOUS)

ERNAKULAM, KOCHI-18

- Collect and store of E Waste at final collection point with easy accessibility for collection by Party No.1
- c. To permit entry and exit of vehicle of Party No 1in and out of the premises of Party No 2 for collection of E Waste

The parties hereby undertake to perform their respective parts in the agreement fully and faithfully and case of dispute arising between the parties, the matter will be settled as per the arbitration and conciliation act 1996 or any modification or re-incitements there to and relevant laws and regulations in force at that time in India. The legal proceedings in the subject matter will be subject to the jurisdiction of Ernakulam where the agreement is entered into

The original of this agreement in worth Rs 200/- (Rupees One Hundred Only) stamp paper is decided to be kept with Party No 2 and the Photostat copy with original signature with Party No.1

Agreeing upon the above terms and conditions the parties have set forth their respective hands before the under mentioned witnesses

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Signature of 1st Party:

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Witness No 1

Signature of 2ndParty:

Witness No 2

Annexure -1

1. Following are our incentive for the E Waste taken by "ON SALE BASIS"

	Times.	RATE PER PIECE/KG
L NO.	ITEM	20 p/p
	CAMERA	60kg
	CPU	150 p/p
3	CRT MONITOR	45 p/p
4	HARD DISK	6 p/p
5	KEYBOARD	20kg
6	LCD MONITOR	20 p/p
7	MOBILE	5 p/p
8	MOUSE	20kg
9	N-COMPUTER	25kg
10	NETWORK RACK	22kg
11	PHOTOCOPIER	20kg
12	PRINTER	25 p/p
13	SMPS	45kg
14	UPS	40kg
15	CABLE(1BOX)	15kg
16	SCANNERS	110kg
17	LAPTOP	60kg
18	SERVER	30kg
19	INVERTER	70kg-80kg
20	TUBULAR BATTERY	40kg
21	PUMPS	20kg
22	PCB'S	10kg
23	BIO MEDICAL EQUIPEMENT	500 p/p
24	REFRIGERATOR	45kg
25	COMPRESSOR	
26	LEAD ACID BATTERIES/ SMF BATTERIES	60kg
27	COPPER CABLE	60kg
28	ELECTRICAL SWITCHES	15kg
29	NETWORK SWITCH	15kg
30	MISCELLANEOUS E-WASTE	10kg
31	PROJECTORS	50 p/p
32	7.11.00	20kg
33	CARLES	50kg





34	CABINET	20kg
35	ROUTER/ MODEM	20kg
36	TV	20kg
37 38	FLOPPIES	10kg
38	TONER/ CATRIDGES	10 p/p
39	TUBE LIGHT	10kg
40	CFL LAMPS	10kg

Scalkumor PN.

Signature of 1stParty:

Witness No 1 ANAS . TA

Signature of 2nd Party.

Dr. Byg. V.M.

Witness No 2

