# MEMORANDUM OF UNDERSTANDING (MOU)

# **BETWEEN**

DPM's
SHREE MALLIKARJUN
&
Shri. Chetan Manju Desai College
Delem-Canacona, Goa

&

GLOBAL E WASTE MANAGEMENT SYSTEM Shop 729/S1-S5, Sonum Township, Nessai, Salcete, Goa - 403709

For E-Waste Collection, Environment Sustainability and Green Practices

# MEMORANDUM OF UNDERSTANDING

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This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 19<sup>th</sup> day of October Two Thousand Twenty-One (2021),

#### **BETWEEN**

DPM's SHREE MALLIKARJUN & Shri. Chetan Manju Desai College, Delem-Canacona Goa, the First Party represented herein by its Principal Prof. Manoj S. Kamat (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

#### **AND**

M/s. Global E waste Management System, a Company registered under the Companies 1932, having its registered office at Shop No. 729/S-1 to 729/S-5, Sonum Township, Nessai, Salcete, Goa – 403 709. and represented herein by its CEO Mr. Soham Prabhu, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

#### WHEREAS:

A) First Party is a Higher Educational Institution named:

#### (i) DPM's SHREE MALLIKARJUN & Shri. Chetan Manju Desai College

- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of E-waste collection and disposal, Skill Based Training, Education and Research related to waste management.



- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) M/s. Global E waste Management System, the Second Party is engaged in Business, Skill Development, Waste Management Practices, Waste Management Education and R&D Services in the fields of segregation, data destruction, collection and destruction of electronic equipment, i.e., all aspects of E-waste Management.
- F) M/s. Global E waste Management System, the Second Party is one of the largest electronics recycler companies in Goa whose headquarters are in Nessai, Salcete, Goa.
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

#### **CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable E-waste Management systems, keeping in mind the needs of the environment, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive



Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

# **CLAUSE 2 SCOPE OF THE MOU**

- 2.1 The budding graduates from the institutions could play a key role in protection of Environment, Sustainability and Green Practices. Both parties believe that close cooperation between the two would be of major benefit to the student community to enhance their orientation towards Waste Management.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully, incorporating sustainability practices.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the Green industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to environmental consciousness. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per Environmental Policy. The Second Party will register itself for disseminating the Internship opportunities available with them.
- 2.5 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of segregation, data destruction, collection and destruction of electronic equipment, and Green practices.



THE MANAGEMENT SERVICES TO SER

- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the sustainability trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **DPM's SHREE MALLIKARJUN & Shri. Chetan Manju Desai College**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

#### **CLAUSE 3 INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

#### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **M/s. Global E waste Management System**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **M/s. Global E waste Management System**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

# CLAUSE: 5 RELATIONSHIPS BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and Second **Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Panaji, Goa.





# AGREED:

For DPM's SHREE MALLIKARJUN & Shri. Chetan Manju Desai College

For M/s. Global E waste Management System

Authorized Signatory of at 2022, ...

Authorized Signatory

DPM's SHREE MALLIKARJUN & Shri. Chetan Manju Desai College	M/s. Global E waste Management System
Address: Delem-Canacona, Goa - 403702  Contact Details: 9422415010  E-mails: shreemalliakrjuncollege@gmail.com	Address: Shop No 729/S1-S5, Sonum Township, Nessai, Salcete, Goa - 403709 Contact Details: 7798001269
Web: shreemallikarjuncollege.ac.in	E-mails: services@gemsrecyclers.com  Web: www.gemsrecyclers.com

Witness1:

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110n. Chairman, Dh

Witness2

Ynumai Des

Witness3:

Witness4:

### Annexure - 1

Sr.	Categories of electrical and electronic equipment: Electrical and		Fas	
No.	**	Electrical and electronic equipment code	Total Cost (Rs)/Kg	We Pay / Charge
i.	Information technology and telecommunication equipment:			
ā	Centralized data processing: Mainframes, Minicomputers	ITEW1		-
7	Personal Computing: Personal Computers (Central		10	Pay
	Processing Unit with input and output devices)	ITEW2		
	Personal Computing : Laptop Computers (Central			
71	Processing Unit with input and output devices)	ITEW3	20	
	Personal Computing: Notebook Computers	ITEW4		Pay
	Personal Computing: Notepad Computers	ITEW5		
*	Printers including cartridges	ITEW6	8	Pay
	Copying equipment	ITEW7	10	Pay
	Electrical and electronic typewriters	ITEW8		
	User terminals and systems	ITEW9		
	Facsimile	ITEW10	5	
	Telex	ITEW11		
	Telephones/Answering systems	ITEW12		Pay
4	Pay telephones	ITEW13		
	Cordless telephones	ITEW14		
	Cellular telephones	ITEW15	10	Pay
ii.	Consumer electrical and electronics:			
	Television sets (including sets based on (Liquid Crystal Display and Light Emitting Diode technology)	CEEW1	02	Pay
	Refrigerator	CEEW2	.7	Pay
	Washing Machine	CEEW3	7	Pay
	Air-conditioners excluding centralized air conditioning plant	CEEW4	15	Pay
	Fluorescent and other Mercury containing lamps	CEEW5	- 180	Charge
ii.	Orphan Electronic Gadgets	Others	5	Pay