

महाराष्ट्र MAHARASHTRA

❶ 2022 ❶

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प्रधान मुद्रांक कार्यालय, मुंबई
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E-WASTE MANAGEMENT AGREEMENT

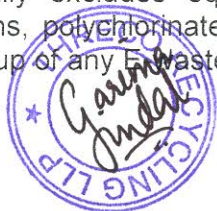
This Agreement, entered into on 1st April, 2022 as the "Effective Date" by and between Nirmala Memorial Foundation College of Commerce and Science having office at D.S Road, Asha Nagar, Thakur Complex, Kandivli East, Mumbai- 400101, here in after called "Nirmala College" and Threco Recycling LLP, having its office at D-402 Remi Bizcourt, Shah Industrial Estate, Off Veera Desai Road, Andheri West, Mumbai 400053, here in after called "Threco".

Whereas Nirmala College has identified E-waste (E-waste as per E-waste Management Rules, 2018) that it may from time to time wish to recycle, and Threco desires to execute a complete waste management program on behalf of Nirmala College to process the E-waste.

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

1. Material:

Material is hereinafter defined as E-waste (E-waste as per E-waste Management Rules, 2018). Material specifically excludes equipment containing radioactive materials, free flowing liquids, chlorofluorocarbons, polychlorinated biphenyls, or other "Hazardous Wastes". Threco reserves the right to deny pick up of any E-waste as it may deem fit.



2. Services:

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

3. Payment/Charges

- 3.1 Threco will dispose and pick up the E-waste and pay Nirmala College Rs.12 (inclusive of all taxes) per kg of E-waste (excluding batteries, cartridges and toners, tube lights, bulbs).
- 3.2 If the quantity of E-waste collected is 500kg or more for a single pick-up the amount payable would be Rs.15 (inclusive of all taxes) per kg.
- 3.3. Batteries, Toners, Cartridges, Tubelights and Bulbs are negative items and Threco shall not pay anything for these items but will ensure that they are disposed in the most eco- friendly manner.
- 3.4 Threco will be glad to conduct an online/ offline awareness/ training program on E-waste at a nominal charge of Rs.1500 per session.

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.
- 4.2 Threco will be responsible for the statutory compliances including environmental compliances pertaining to the scrap disposal activities and Nirmala College will not in any way be responsible for the same once the scrap material is handed over by Nirmala College to Threco.

5 Representations and Warranties:

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

6 Terms:

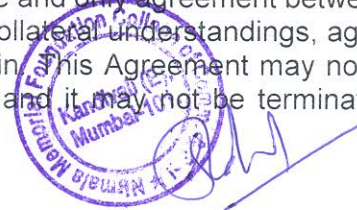
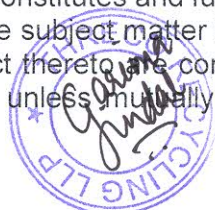
This agreement shall have a term of Five (5) years from the Effective Date. Threco will be the official/ exclusive E-waste collector and recycler for the institution.

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.

8. Miscellaneous:

- 8.1 All services performed by Threco for Nirmala College 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 Nirmala College 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 Nirmala College, 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.

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

IN WITNESS WHEREOF, the parties hereto have executed duplicate originals of the Agreement on the Effective Date set forth below.

Threco Recycling LLP

By:

Name: Garima Jindal

Title: Manager

Date: 1st April 2022



**Nirmala Memorial Foundation College
of Commerce and Science**

By:

Name: Ms. Swidde D. Cunha

Title: Principal

Date: 1st April 2022

