



കേരളം KERALA

31AA 653725

AGREEMENT is entered at Kochi on this 1st day of the month of August 2021 between **M/s KERALA ENVIRO INFRASTRUCTURE LIMITED** having its registered office at FACT-CD Campus, Ambalamedu - 682 303, Kochi, Kerala, India, a company registered under the Companies Act, 1956 and currently represented by its CEO, Dr.N.K.Pillai hereinafter referred to as "KEIL - First Party", which expression shall where context so requires or admits of, be deemed to include its successors or assignees) of on one part

And

Principal, St.Thomas College (Autonomous) Thrissur, an aided Autonomous College situated at Thrissur and currently represented by **Dr.Fr Martin K A., Principal** (hereinafter referred to as MEMBER which expression shall where the context so requires or admits of, be deemed to include its successors or assignee) of the other part.

A.) The First Party has an E- waste collection centre and E waste dismantling facility approved by the Kerala state Pollution Control Board at its premises at Ambalamedu, Kochi - 682 303.

6903
 NO.....
 SOLD TO
 Dr. Fr Martin K.A.
 Principal
 St. Thomas College
 Thrissur

Stamp: KERALA ENVIRO INFRASTRUCTURE LIMITED
 AMBALAMEDU
 682 303
 T.S.O. PROJECT
 Dr. N. K. PILLAI
 Chief Executive Officer
 Kerala Enviro Infrastructure Ltd.
 Ambalamedu - 682 303

Stamp: DIST. TREASURY STAMP DEPT.
 29 JUL 2021
 THRISSUR

VENDOR NO : 25 TRICHUR
 MOOKEN P. GEORGE



69030 केरल KERALA

B.) The Second Party in compliance of e-waste (Management) Rules, 2016 desires to have services of KEIL for disposal of their hazardous e-waste.

71AA 65726

This Agreement witnesses the following terms & conditions to be performed by both the parties to the Agreement.

1. The First Party has agrees collect and store the e-waste from the Second Party as per the Provision of e-waste (Management) Rules, 2016.
2. The loading of e-waste in to the truck will be in the scope of the Second Party.
3. The First Party has agreed to make available a Certificate confirming that e-waste provided by the Second Party to the First Party has been sent to the authorized recycler as per the Provision of e-waste (Management) Rules, 2016.
4. The First Party will maintain form no. 2 and form no 6 under e-waste (Management) Rules, 2016. The First Party will sign the record book and /or any other document which are maintained by the Second Party.
5. The Second Party will accumulate all e-waste at one point, Load it and transport to the location of First Party.
6. The Second Party has agreed to handover the e-waste, the details of which are mentioned in Annexure - 1 to the First Party on "as is where is basis". The first party will send the e-waste to an authorized recycler.

6904 NO.....VALUE Rs. 100

SOLD TO,

Dr. N. K. Pillai
 Kerala Enviro Infrastructure Ltd.
 Ambalamedu

VENDOR NO: 16 TRICHUR
 MOOKE N P. GEORGE



[Signature]
 Dr. N. K. PILLAI
 Chief Executive Officer
 Kerala Enviro Infrastructure Ltd.
 Ambalamedu - 682 303



30/7/2021

7. The Second Party has agreed that the general waste such as municipal solid waste will not be included in the e-waste. Any other category of hazardous waste other than e-waste can be included only with the express written permission of the first party.
8. The Second Party's responsibility will cease once e-waste has been handed over to the First Party.
9. This agreement will be in force for a period of **01** year from the date of execution of this Agreement and can be renewed by mutual consent.
10. It is clearly agreed that all the e-waste procured by or in the possession of the Second Party will be exclusively processed by the First Party as per the terms and conditions specified above and there will be no cherry picking from the material by the Second Party for purpose of reuse/refurbish/resale/charity etc.
11. Records & data of the e-waste material procured will be transparently shared by the second party.
12. Either party can terminate this Agreement by giving 90 days written notice in advance to the other party citing reasonable grounds for such action. However the other party is not entitled to claim any compensation for such premature termination if with reasonable sufficient grounds.

"First Party"
M/s Kerala Enviro Infrastructure Ltd

"Second Party"
St.Thomas College(Autonomous),Thrissur



Authorized Signatory
(Dr. NK Pillai)

Dr. N. K. PILLAI
Chief Executive Officer
Kerala Enviro Infrastructure Ltd
Ambalamedu - 682 303

Witness.

1.

Cherian George

2.

Nadeesha. P.T



Authorized Signatory
(Dr. Martin K A)
Principal

Dr. Martin K. A.
Assistant Professor
In-charge of Principal
St. Thomas College (Autonomous)
Thrissur - 680 001

Witness.

1.

Dr. Anil George

DR. FR. ANIL GEORGE KONKOTH CMI
IQAC COORDINATOR & ASSISTANT PROFESSOR
ST. THOMAS COLLEGE (AUTONOMOUS), THRISSUR-1

2.

Dr. Alphonsa Mathew

DR. SR. ALPHONSA MATHEW MSMI
VICE PRINCIPAL & RESEARCH GUIDE
DEPARTMENT OF MATHEMATICS
ST. THOMAS COLLEGE (AUTONOMOUS), THRISSUR-1



കേരളം കേരल KERALA

31AA 653730

MEMORANDUM OF UNDERSTANDING

Agreement for Disposal of E-waste

This Memorandum of understanding (MOU) is signed on 31st Aug 2021

AMONG:

St. Thomas' College (Autonomous) Thrissur, having its College located at College road, Thrissur, Kerala, India, 680001, represented by its Authorized Signatory Dr. (Fr.), Martin k A, Principal and hereinafter referred to as "St. Thomas' College (Autonomous) Thrissur" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its executors, authorized representatives, administrators, successors-in-interest and permitted as signs) of the first party

AND

K.Y Traders, having its office at, Sabeela Manzil Kummanam P.O Kottayam represented through its Proprietor Mr. Shabeer P.S. hereinafter called "K.Y Traders", referred to as 'vendor 'or the second party (which expression shall, unless repugnant to the context or meaning thereof, mean and include its executors, authorized representatives, administrators, successors-in-interest and permitted as signs).

Each being a 'Party' to this agreement and together comprising the 'Parties' to the Agreement.

6908
No.....VALUE Rs. 100
SOLD To,

Dr. Martin k A
Principal
St. Thomas' College (Autonomous) Thrissur

VENDOR NO. 15 TRICHUR
MOOREN P. GEORGE
M.P. George
30/7/2021



WHEREAS—

1. An institute/ college is engaged in providing various education to students and generate wastes such as desktops, Servers, Laptops, Printers, Keyboards, Mouse etc. while carrying out different educational and office activities (hereinafter referred to as 'E-waste' and more particularly specified in Annexure-1 Hereto) and intend to dispose the said E-waste generated as per guidelines of the Kerala Pollution Control Board.
2. The vendor has represented that it is a certified E-waste disposal agency.
3. Upon the representations of the Vendor, the institute/college has agreed to appoint the Vendor and the vendor has agreed to take charge of the said e-waste and collect, remove and dispose the same in the manner prescribed by the concerned authorities on the following terms and conditions agreed to between the parties.

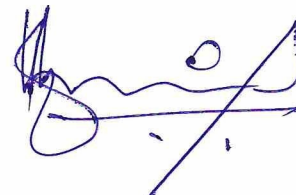
NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. Scope of Services

- a. The institute/ college agree to provide e-waste and the Vendor agrees to take charge of the e-waste as specified in Annexure 1.
- b. The institute/college shall, at its sole discretion, intimate the Vendor either at a specified interval of time or whenever specified quantity of e-waste is generated to collect the e-waste. The said e-waste shall be collected from the institute/college premises by the vendor within 30 working days of intimation by the institute/college or any other period as required by the institute. It will be the responsibility of the Vendor to collect the same from the Premises and have the same transported from the Premises of the institute/college to the Vendor's facility at its own costs and expenses in accordance with the guidelines and procedures prescribed by applicable authorities/laws and instructions of the institute/college.
- c. The Parties hereby agree that the ownership and risk of loss of the said e-waste will transfer from institute/ college to vendor upon delivery of the same to Vendor in the institute/college Premises.

2. Representation, warranties and undertaking of the vendor:

- a. The vendor hereby agrees that it shall pick up material from institute/college premises as per shared list by institute/college without any cost and shall ensure that proper documentation of the same is done as required under the applicable laws/rules/regulations.
- b. The vendor agrees that when e-waste comprises of Hard Disk(s), it shall be destroyed by the Vendor and the Vendor shall share photographs of the destroyed Hard Disks(s) as evidence while sending final reports evidencing disposal of the e-waste.
- c. The Vendor hereby undertakes that it shall follow proper ISO guidelines and/or any other applicable guidelines in the process of disposing the e-waste.
- d. The Vendor undertakes that its representative shall inspect the said e-waste before the said e-waste is collected from the institute/college Premises in order to verify that it is as per specification mentioned in the Annexure 1.



- e. The vendor hereby undertakes that it shall be responsibility of the Vendor for safe and secured transition of the e-waste collected from the institute/college's Premises to the destination of the Vendor.
- f. The Vendor further undertakes that the responsibility of safe & secured storage, segregation, recycling, extraction, destruction, disposal of the e-waste will be that of the Vendor as per the guidelines of the Central and State Pollution control Board and other authorities and Vendor shall issue a disposal certificate to the institute within 45 days from the date of collection of the e-waste from the premises.

3. Term

The duration of the Agreement shall be one year from the date hereof, unless it is terminated earlier as hereinafter provided. On the expiration of the said period, the Agreement shall stand terminated and may be renewed by the Parties with mutual consent at any time during the pendency of the agreement or even after.

4. Termination

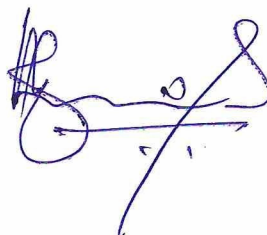
If any Party hereto commits breach of any terms of this agreement, the other party will be entitled to give notice to the other party to rectify the breach within 7 days of the receipt of notice and if breach is not rectified then the party giving notice shall be entitled to terminate this Agreement.

5. Indemnity

Vendor undertakes to indemnify and keep institute/college fully indemnified, compensated and harmless at all times from and against any action, suits, claims proceedings, damages, liability, loses, expenses or costs on account of any breach by Vendor of its obligations and responsibilities or breach of any term hereof or breach of any warranty or by reason violation of any present or future law, guideline, rule or regulation or on account of unauthorized acts, fraud, negligence, misconduct, misrepresentation, any act, omission, commission, deed or thing done by vendor or its employees/representatives or otherwise.

6. Confidential Information

Both Parties shall treat each other's technical and commercial information pertaining to products, processes, materials, services and business dealings as confidential. Shall not divulge it in any manner to any third party without the written consent of the other, unless the disclosing party has irrefutable evidence to establish the availability of such information in the public domain prior to the date of disclosure. This clause shall remain valid for a period of one year after the expiry of this Agreement, for whatever reason. In the event any confidential data found in the Material(s), Second Party shall treat the same with utmost confidentiality and bring it to the notice of the first. In no event shall the Second Party share such data with any third party without the prior written consent of the First party.



7. Anti-Bribery:

Both the parties hereby represents, warrants and undertakes that, in connection with the transactions contemplated by this Agreement, any matter pertaining directly or indirectly to this Agreement, including without limitation the negotiation of this Agreement and the fulfillment of [Contracting Party's] obligations hereunder, or any other transactions involving, or undertaken on behalf of, [relevant contracting the first party entity(ies)] shall not make any payment or transfer anything of value directly or indirectly) To any government official or employee (including employee of a government corporation or public international organization) or to any political party or candidate for public office or

ii) To any other person or entity if such payments or transfers would violate the laws in India.

iii) It is the intent of the parties that no payment or transfers of value shall be made which have the purpose of effect or public commercial bribery or acceptance or Acquiescence in extortion kickbacks or other unlawful or improper means of obtaining business.

In witness where of the parties here to have signed this agreement on the day, month and year mentioned hereinbefore.

St. Thomas' College (Autonomous) Thrissu,

SIGNED:
NAME.....
DESIGNATION.....
DATE.....

Dr. Martin K. A.
Principal-in-Charge
St. Thomas College (Autonomous)
Thrissur - 680 901

FOR K.Y TRADERS,

SIGNED:
NAME.....
DESIGNATION.....
DATE.....

S. HARVEER. R. S.
Proprietor
31/08/2021

WITNESS TO St. Thomas' College (Autonomous) Thrissur

SIGNED:
NAME.....
DESIGNATION.....
DATE.....

Dr. Alphonsa Mathew
Assistant Professor
31-08-2021

WITNESS TO K.Y TRADERS

SIGNED:
NAME.....
DESIGNATION.....
DATE.....

S. M. K. H. P. J.
Driver
31/08/2021

COLLEGE SEAL



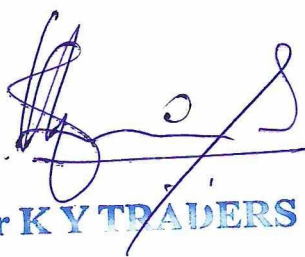
VENDOR SEAL
For K Y TRADERS

Proprietor

ANNEXURE-1

List of E-waste generated

| |
|--------------------------------|
| DESKTOP |
| LAPTOP |
| MONITOR |
| ELECTRONIC GADGETS |
| PRINTER |
| SCANNER |
| POER SUPPLY |
| HEATERS |
| CHARGERS |
| HEADPHONES |
| PCBS AND ELECTRONIC COMPONENTS |
| MOUSE |
| KEYBOARD |
| STABILIZERS |
| SMPS |



For KY TRADERS

Proprietor