

# MESHAR DIOCESAN EDUCATIONAL TRUST, THALASSERY

(REG. NO. 193/IV/2001)

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ARCHBISHOP'S HOUSE  
P.B.NO. 70, THALASSERY  
KANNUR - 670 101, KERALA INDIA

Date .....

## MEMORANDUM OF AGREEMENT

Between

MESHAR DIOCESAN EDUCATIONAL TRUST,  
THALASSERY  
Represented by its Chairman  
Fr. Thomas Melvettam  
Jyothi Nagar, Chemperi 670632, Kannur

}  
First Party

And

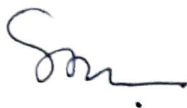
SARAVANA SCRAP DEALERS  
Represented by its Manager  
Mr. Saravanan K  
Kuttikkol P.O, Thaliparamba, Kannur  
Ph:9744819980

}  
Second Party

### I. OBJECTIVES

The parties have agreed to cooperate to promote sustainable development for solid waste management system.

1. For the MESHAR DIOCESAN EDUCATIONAL TRUST termed as first party, an objective of creating sustainable solid waste management system in its campuses by disposing the non-degradable waste as the scrap. The first party enters in this agreement for the two colleges under the TRUST viz Vimal Jyothi Institute of Management & Research and Vimal Jyothi Engineering College, at Chemperi Campus.



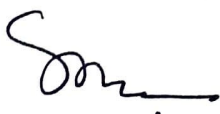
2. For Saravana Scrap Dealers to associate with in areas of solid waste management of the first party through the purchase of the solid waste in the form of scrap plastic, glass, metal and paper.

## II. SCOPE OF AGREEMENT

This Memorandum of Agreement is entered between the Saravana Scrap Dealers (referred as the second party), and first party is for the sole purpose of solid waste management with the purchase of the scrap from the first party's premises at Chemperi campuses. The parties hereto agree to jointly play an effective role as partners for promoting the solid waste management system for the campus.

## III. TERMS OF THE AGREEMENT

1. The first party will prefer the second party for the sale of scrap available in the campus of the first party. First party will collect and do the preliminary sorting process of the solid waste/scrap. It will be stored in the campus storage systems convenient for the second party to transport to their processing centers.
2. The second party will collect the solid waste generated and collected in specific storage centers in the campus of the first party and will be responsible fully for the processing of it as per the norms of the government/ authorities.
3. The second party is entitled with the ownership of the scrap, after it is sold to the second party. And have the authority to sell it or its parts to any one concerned with or use it for further recycling process.
4. The second party will collect the scarp/solid waste in regular intervals or as informed by the first party.
5. The authorized persons/ employee of the second party will be permitted to enter in campus for sorting the scrap under the supervision of the staff of the first party on request. Electricity and basic facilities for the scrap management will be provided in a regulated manner by the first party against request. The way bill and other requirements as per norms will be provided for the smooth transportation of the items
6. This agreement can be renewed as per the request from any of the parties in written format
7. The updated price details the scrap items will be updated/fixed at the time of actual transaction as per the market standards. In case of any clear disparity in the rates with



respect to the market standards, the first party reserve the right for further negotiation with the other venders. However, the final decision will be informed to the second party before the finalization of the deal with other venders.

8. The payment will be settled before handing over of the waybill/ Gate permission.



#### IV. TERMINATION OF THE AGREEMENT

This Memorandum of Agreement can be terminated by both or any of the parties on written request to the other one month in advance. The termination will be applicable only on the settlement of dues if any. The settlement of the issues will be done on domestic basis or can be proceeded with judicial proceeding pertaining to the location of the first party

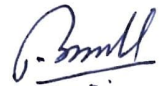
This Memorandum of Agreement is signed between MESHAR DIOCESAN EDUCATIONAL TRUST for Vimal Jyothi Institute of Management & Research and Vimal Jyothi Engineering College, at Chemperi Campus and Saravana Scrap Dealers on 12<sup>th</sup> day of May 2017.

The above-mentioned terms and conditions are fully read and understood by both parties in presence of the following witnesses who signed here under

Witnesses :

- 1) Fr. Lazar Vambalath 
- 2) Gunasekaran 

First Party



Second Party



# SARAVANA SCRAP DEALERS

Kuttikkol, P.O, Thaliparamba, Kannur

Deals with plastic scrap, paper scraps, glass, metal scraps and other on non-degradable items  
Ph:9744819980

## Quote for the solid waste

11/05/2020

As per the Memorandum of Agreement signed between Vimal Jyothi Institute of Management and Research, Chemperi and Saravana Scrap Dealers on 20<sup>th</sup> day of May 2019, we are submitting the quotation for the scrap purchase.


(1) That, all the recyclable waste material of this campus will collect by the second party as

per the approved rates as given below.

- a) All paper items :Rs.14.00/kg-
- b) Aluminium Waste:Rs.90.00/kg-
- c) Iron Scrap:Rs.17.00/kg
- d) Cardboard:Rs.05.00/kg
- e) Plastic:Rs.04.00/kg
- f) Fibre Plastic:Rs.17.00/kg

(2) This price is valid for a period of one month, commencing from 11<sup>th</sup> May 2020. The relevant GST will be applicable for the rates.

Mr Saravan K  
Manager  
Saravana Scrap Dealers





## MEMORANDUM OF UNDERSTANDING

between

**Conic systems, Iritty**

and

**Vimal Jyothi Institute of management and Research, Chemperi**

### Agreement

This Agreement is made and implemented at Kannur on 3<sup>rd</sup> June, 2019 between **CONIC SYSTEM** Thavakkal Complex, Iritty, Kerala, a Computer service and maintenance centre, which is a private ownership. The day today affairs of the **Conic System** is managed by Mr Aswin Sasidharan, hereinafter referred to as the “**Conic**” which expression shall where the contest so admits include its successors and permitted assigns) of one part, the party of the **First Part**;

**And**

**VIMAL JYOTHI INSTITUTE OF MANAGEMENT AND RESEARCH**, Kannur, Kerala, hereinafter referred to as **VJIM** represented by Manager, Fr. James Chellamkottu who is duly authorized to sign and execute this agreement on behalf of **VJIM** the party of the **Second Part**.

The expression party of the First Part and the Party of second part shall unless the context otherwise requires be deemed to mean and include their representatives, successors and assigns.

Conic and **VJIM** shall hereinafter also collectively be referred to as the “Parties” and Individually as the “Party”.

**Where,**

1. Conic Systems is with a vision to be the best Computer sales and service centre in Malabar region of Kerala so as to provide its customers for quality repair and service on the computer systems and associated technologies. The Conic systems also provide service to the institutions for their e-waste management to create a sustainable e-waste management system.
2. Vimal Jyothi Institute of Management and Research (**VJIM**) is an educational project of the Archdiocese of Thallassery established in the year 2010 and is managed by **MESHAR** Diocesan Educational Trust. The college is approved by **AICTE** and affiliated to **Kannur University (KU)**. **VJIM** is a self-financing Catholic minority institution aiming at moulding management professionals suited for the global business scenario. They inspire, nurture and foster students to

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realize their career potential in the field of Management education.

3. Both parties appreciate each other's objective in promoting excellence in sustainable development for a better ecosystem in e-waste management and are desirous of venturing into an agreement for the aforesaid purpose.
4. The parties hereto are fully desirous of merging the terms of their agreement into this agreement for the areas identified for co-operation and commit to co-operate.
5. The parties consider that this Agreement must be implemented diligently and in good faith, with due regard for each party's legitimate concerns.

## 1. OBJECTIVE

The parties have agreed to cooperate to promote sustainable development for e-waste management.

- a. For the VJIM, an objective of creating sustainable e-waste management system in campus
- b. For Conic Systems to associate with in areas of e-waste management of the VJIM.

## 2. SCOPE OF THE AGREEMENT

Based on the terms and conditions as may be mutually agreed upon between the parties from time to time, both the parties agree as follows; Now therefore in consideration of the previous and mutual agreement hereinafter contained, the parties hereto agree to jointly play an effective role as partners for promoting the e-waste management system for the VJIM campus.

## 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

### 3.1 Obligations of First Party (Conic Systems)

- a. Support Second Party to create e-waste management systems in the campus
- b. Make updated quotation for the purchase of the electronic material which are discarded from the VJIM campus.
- c. Get human resources for second party for e-waste gathering, classification, and transportation to the locations where the final disposal of the e-waste as per norms are carried out.

### 3.2 Rights of First Party (Conic Systems)

- a. To access and utilize an allotted space for setting up a temporary e-waste storage under the responsibility of the VJIM
- b. Get preference over the other e-waste management firms with respect to the quoted amount falls in the similar range
- c. Get preference to get the open quotation, if available as per norms
- d. Get logistics access to the campus for the transportation of the e-waste to the processing centre.

### 3.3 Rights of Second Party (VJIM)

- a. Getting help to manage the e-waste of the campus with an appropriate price





- b. Getting support for any e-waste disposal of the campus as per quotation
- c. Getting the updated quotation as per the market rate and understanding

**3.4 Obligations of Second Party (VJIM)**

- a. Provide a priority for providing the e-waste over the other venders.
- b. Provide necessarily permission to the logistic and manpower for carrying out the e-waste segregation process before transportation.

**4 TERMS OF AGREEMENT**

The first party will submit the updated quote as per requirement and industry standards for the procurement of the discarded electronic peripheries form the campus.

**5 DISPUTE REDRESSAL**

Any difference or dispute between the parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU shall be resolved by negotiation between the parties as per the Arbitration Act, 1996. This undertaking is to be in accordance with Indian Law with exclusive jurisdiction in the courts of Kerala.

**6 VALIDITY AND TERMINATION**

This MoU is valid for 5years duration from the date of execution. It may be extended further on mutual consent of both the parties unless terminated by either party by giving 90 calendar days' notice in writing.

In case of premature termination of MoU on a notice, both parties will be under binding to complete the on-going task/activities

The agreement of non-disclosure as well as disclosure will continue even after termination of this agreement.

In witness whereof both the parties through their duly authorized representatives signed this agreement as this 22<sup>nd</sup> of February, 2019

FOR AND ON BEHALF OF CONIC SYSTEMS	FOR AND ON BEHALF OF VJIM
Name and sign: <b>ASWIN SASIDHARAN</b> <i>Aswin</i>	Name and sign: <i>Fr. Dennis Chelkambath</i>
Witness: <i>George Joseph</i>	Witness: <i>Genimon V Joseph</i>

