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Description of Document	:	Article 37 Note or Memorandum
Description	:	MEMORANDUM OF UNDERSTANDING
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First Party	:	ANUBHUTI WELFARE FOUNDATION
Second Party	:	RV INSTITUTE OF MANAGEMENT
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MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of understanding (MOU) is made and executed on this 12th day of Feb 2024 at Bengaluru, Karnataka, by and between First Party and Second Party as mentioned in the table below;

First Party	Second Party
Name: Anubhuti Welfare Foundation	**Name of the College:** RV Institute of Management
Address: 2M-315, 2nd floor, 2nd Main road, East of NGEF Layout, Kasturi Nagar, Bengaluru- 43	**Address:** CA 17, 36th Cross Rd, 4th T Block East, Jayanagara 9th Block, Bengaluru- 560041

Hereinafter both First Party and Second Party referred to as the Parties.

Whereas First Party will collect dry recyclable waste under the Wellbeing Out of Waste (WOW), an initiative of ITC, through its super franchisee and waste paper will dispatches to ITC - Paperboards and Specialty Papers Division (PSPD), Unit Kovai, for recycling. Plastic waste / other waste materials will be dispatched to authorized vendors / recyclers.

Whereas the Second Party has agreed to give away the waste paper and plastic waste collected by its students, Volunteers, and college management. The collection of dry recyclables from the Second Party will be initiated from as per schedule, where both the parties have agreed mutually.

NOW THIS MOU WITNESS AS UNDER:

This MOU is intended to create a synergic alliance between both the Parties for the recycling of dry-waste, which is a vital element in the protection of the environment.

1) **Definitions:**

a) **Wastepaper:** Discarded white paper, note books, text books, exam answer sheets, question papers, project work papers, cardboard, newspaper and magazines, shredded white papers, etc.
b) **Plastic waste:** Water bottles, pet bottles, High value Plastic (HDPE) etc.,
c) **Other Waste:** Metal, Copper and other waste items.
d) **E- Waste:** Electrical and Electronic equipment (Ex: Computer, Laptop, Phone, Fridge, LCD TV etc.)
e) **Super Franchisee:** Super Franchisee is defined as a franchisee who has independent business and is responsible for collecting, aggregating and transporting material for recycling along with distribution of itineraries for the institutions / companies/ RWA's, who has signed a MOU with Anubhuti Welfare Foundation.

2) **Quality & Quantity:**

a) Material should be free from food particles, without any contamination of garbage, municipal waste or any item which are detrimental to WOW initiative.

3) **Roles and Responsibilities of RV Institute of Management.**

a) Shall identify a group of students **(Green Warriors)** to participate in the program.
b) Shall provide the seminar hall/ auditorium/ place to conduct the sessions/ competition to the students.
c) Shall provide a group of students to do the waste audit at the campus/ institution who will also do the waste monitoring on a regular basis.

d) Shall identify the quantum of wastepaper and plastic generated at its various Branches/ locations.
e) Would store all types of waste in a segregated manner in their premises safely and First Party would pick up on a mutually agreed schedule.
f) Agrees to appoint its representative to coordinate on various activities identified in MOU as per annexure -1: Table -1, and to notify the First Party within a week of any change in responsibility.
g) Security has the right to check/ investigate the transporter vehicle while carrying the waste papers and plastic waste for First Party.
h) Shall not claim any of the waste paper or plastic that have been handed over by the second party once the transporter vehicle has left the premises.

*__Note: Green Warriors__ cloud be students of Eco club/NSS/NCC

4) **Roles and Responsibilities of Anubhuti Welfare Foundation:**

a) Shall provide awareness sessions/training to students as well as housekeeping staff.
b) Shall provide the safety gears during activities like Plog run/ Plogathon/ Field Visits.
c) Shall provide Certificates/ badges to the students who actively take part in all the activities.
d) Shall provide Certificates to winners of the Competitions.
e) Shall not be responsible for any hospitality / transportation of students during their visits to the field.
f) Shall pay the second party for material collected as per the rate agreed time to time.
g) Make necessary arrangements for collecting the waste paper, plastic & transporting to its godown / Hub Center.
h) Shall not use or disseminate or use any confidential information printed on the wastepaper to any third party.
i) Providing a paper recycling certificate (soft copy) from ITC WOW to your esteemed School / college / institution within a month.

5) **Payments:**

a) A sale invoice in the name of **Super franchisee** shall be issued with local applicable GST by second party to enable payment from Super franchisee upon receipt of a valid Invoice along with Weighment Slips within two days.
b) Statement of bills shall be provided to the First party by the second party for the immediate payment through Cash / online payment, UPI methods.
c) In case of delay in the payment, it may escalate to ITC WOW officials as per annexure table-1.

6) **Roles and Responsibilities in General:**

a) The details laid out in this MOU, notwithstanding the essence and spirit of this MOU, is an understanding between **Anubhuti Welfare Foundation and RV Institute of Management.**
b) Any notice or other communication under or in connection with this agreement shall be in writing in the English language and shall be delivered personally or sent by way of e-mail to the party due to receive the notice or communication at its address set out in this contract or such other address as either party may specify by notice in writing to other.
c) Both the parties are supposed to maintain transparency in their working and shall hold fair intentions while execution of the agreement.

7) **Execution of this Agreement shall be deemed to be;**

a) A confirmation by both the parties that no benefit, either in cash or kind has been provided by either party to the other party or to any officer or employee, or any relative/ associate of any officer or employee of either party or of any of their associate institutions/organization in order to enter into this Agreement, and
b) An undertaking by both the parties not to provide any benefit, either in cash or kind to any officer/employee/relative/associate of any officer or employee of either party as reward or consideration either for entering into this MOU or other matter relating to this Agreement.

8) **Other Terms**:

a) Force Majeure: Neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any Governmental body.
b) The Parties covenant that they will comply with all applicable laws and regulations in their conduct pursuant to this Agreement.
c) Both the parties shall agree that it will not make use of, disseminate, or in any way disclose any confidential information to any person, firm or business. Furthermore, the existence of any discussions, negotiations or agreements in progress between the parties shall not be released to any form of public media without written approval of both parties.

Annexure-1: Table -1

First Party: Contact details			
Name	**Designation**	**Mobile Number**	**Email ID**
Ms. Srilatha	Executive	9902341609	srilatha.env@anubhuti.foundation
Mr.Bala Guruvaiah	Asst Manager	8197244486	
Ms. Kruparani Raghavendra	Manager	9739431962	krupa.rani@anubhuti.foundation
Mr. Srinath	Manager- Corporates (Logistics & Quality)	9686816211	srinatha.tv@anubhuti.foundation

Second Party: Contact details			
Name	**Designation**	**Mobile Number**	**Email ID**
PAYAL JINDAL	Placement officer	9902058434	Payaljindal.svim@svei.edu.in
SHIVAKUMAR. H.C.	Senior Library Executive	8147464681	Shivakumar.svim@svei.edu.in
SUBBARAYA-PPA	Senior Engineer	9845181348	Subbarayappa.svim@svei.edu.in

Note: Quotation of the dry waste / Segregated Paper / plastic waste will be shared post inspection of the material. Based on the volume institutions will get additional benefits.

9) **Agreement / MOU Validity:**

Validity period is of 36 months with effect from date of agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

a) Any dispute arising out of this Agreement shall be settled amicably between the parties. This Agreement is subject to the Jurisdiction of Courts at Bengaluru, Karnataka.

In witness whereof, the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore.

First Party

ANUBHUTI WELFARE FOUNDATION Bengaluru

Authorized Signatory
Mr. Afsar Ahmed Mohammed
Project Director,
Anubhuti Welfare Foundation

Second Party

RV INSTITUTE OF MANAGEMENT DIRECTOR BENGALURU

Authorized Signatory
Dr. Purushottham Bung
Professor and Director
RV Institute of
Management

Witness

1. Srilatha,
Executive
AWF

2. Balaguravaidhe

Witness

1. Payal Lindal.

2. Shifu. H.C.

R.V. INSTITUTE OF MANAGEMENT Bengaluru