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Unique Doc. Reference	:	SUBIN-KAKACRSFL08091780089718 98U
Purchased by	:	E SREE FOUNDATION
Description of Document	:	Article 37 Note or Memorandum
Description	:	MOU
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	E SREE FOUNDATION
Second Party	:	RV INSTITUTE OF MANAGEMENT
Stamp Duty Paid By	:	E SREE FOUNDATION
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

For Shree Vijaya Co-op. Housing Society Ltd.,

Authorised Signatory

E SREE FOUNDATION IN-KA350602861178 80U RS. 100 11-FEB-2022 11:48 AM

Please write or type below this line

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of understanding (MOU) is made and executed on this 11th day of Feb 2022 at Bengaluru, Karnataka, by and between First Party and Second Party as mentioned in the table below;

First Party	Second Party
E Sree foundation	RV Institute of Management *Dr.Purushottam Bung -Professor and Director*
Address: *#767, Malasadan,* *10th C Cross, West of Chord Road,* *2nd Stage, Rajajinagar,Bengaluru-560086*	Address: *CA-17, ,26th main, 36th cross Jayanagar, 4 "T" block* *Bengaluru – 560041* *Ph – 7411339344*

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Statutory Alert:

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Pick up locations - 2

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

Whereas First Partywill collect dry recyclable waste under the Wellbeing Out of Waste (WOW), an initiate 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 dispatch to authorized vendors / recyclers.

Whereas the Second Party has agreed to give away the waste paper and plastic waste collected by its students, Volunteers, school 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 WITNESSETH AS UNDER:

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

1) **Definitions:**
   a) **Wastepaper:** Discarded white paper, note books, text books, exam answer sheets, question papers, project wok 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 and etc.;)
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 the Second Party**
   a) Shall identify the quantum of wastepaper and plastic generated at its various Branches/ locations.
   b) Would storethe all types of waste in a segregated manner in their premises safely andFirst Party would pick up on mutually agreed schedule.
   c) Agrees to appoint its representative to coordinate on various activities identified in MOU as per annexure -1 : Table-1, and to notify First Party within a week of any change in responsibility.
   d) Security has the right to check/ investigate the transporter vehicle while carrying the waste papers and plastic waste for First Party.

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4) **Roles and Responsibilities of First Party:**

a) Shall pay the second party for material collected as per cost card agreed in the annexure -1: Table - 2.
b) Make necessary arrangements for collecting the wastepaper, plastic & transporting to its godown / Hub Center.
c) Shall not use or disseminate any confidential information printed on the wastepaper to any third party.
d) Providing paper recycling certificate (soft copy) from ITC WOW to your esteemed School / college / institution with in 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 up on receipt of Invoice along with Weighment Slips within two days. or
b) Statement of bills shall be provided to First party by second party for the immediate payment through Cash / online payment, UPI methods.
c) In case of delay of the payment, 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 **First party and Second party.**
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.

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, earth quakes, 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.

9) Agreement / MOU Validity

Validity for the period 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 subjected to the Jurisdiction of Courts at Bengaluru, Karnataka.

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

First Party (NGO)
E SREE FOUNDATION

E SREE FOUNDATION HYDERABAD

Authorized Signatory

Second Party
(RV INSTITUTE OF MANAGEMENT)

Authorized Signatory

Dr. Purushottam Bung
Professor & Director
RV Institute of Management
CA-17, 36th Cross, 26th Main, 4th 'T' Block,
Jayanagar, Bengaluru - 560041.

Witness
1.

2.

Witness
1. (Subbarayappa)
2. (A. Chandra)

Annexure-1 : Table -1

First Party: Contact details			
Name	Designation	Mobile Number	Email ID
Ms. Manasi Mishra	Programme Officer	7259579944	Manasi2403@gmail.com
Mr.Srinath	Manager - Corporates & Logistics	9686816211	wowqualityblr@esreefoundation.com
Mr. D NarasingaRao	Head-ITC WOW Karnataka	7032920134	d.narasingarao@itc.in

Second Party: Contact details	
Contact persons	MrShivakumar H.C
Designation	Assistant Librarian
Mobile No	8147464481
Land Line No	080-442540331
Email ID	Shivakumar.rvim@rvei.edu.in

Annexure -1: Table -2

Super Franchisee		
S.No.	Name	Location
1	Sri Gajanana Enterprises	Electronic City
Cost Card of Waste Material		
Description of Material	Rate per Kg	
White Waste Paper*	10	
News Paper	12	
Colour Records	4	
Cotton Boxes / Kraft	8	
Magazines	8	
Plastics (High Value)	8	
Metal	18	

*If white waste paper collection more than 2 MT in a day, may get additional bonus of Rs.1/- per kg.
* E Sree foundation reserves the right to make changes to the designated super franchisee, in case of any contingency. And the information regarding the same will be duly informed to the institution.



