

E-WASTE DISPOSAL AGREEMENT

Ref#:SSPL/EWA/2023-24/031

This E-waste Disposal Agreement ("Agreement") is made on 10<sup>th</sup> Day of January 2024, by Sogo Synergy Private Limited and between RV Institute of Management at Bengaluru.

**M/s Sogo Synergy Pvt Ltd** having registered office at D-1/1, Hayes Road, 11/9, Hayes Court, Richmond Town, Bengaluru-560 025 and E-waste Recycling Facility at SW-17 B, Apparel Park, Phase-II, Doddaballapura Industrial Estate, Bengaluru-Rural District – 561 203, hereby authorized Mr. **LAWALE G. R. Vice President** which expression shall unless repugnant to the context include its legal/authorised representatives, administrators, executors, nominees, successors and permitted assigns) of the first part; REFERED AS "SOGO SYNERGY"

AND

**M/s. RV Institute of Management**, CA 17, 36th Cross Rd, 4th T Block East, Jayanagara 9th Block, Jayanagara, Bengaluru Karnataka 560041, hereby authorized **Dr. Purushottam Bung** (Professor & Director), which expression shall unless repugnant to the context include its legal/ authorised representatives, administrators, executors, nominees, successors and permitted assigns) of the second part mentioned as RV Institute of Management.

Whereas **RV Institute of Management** has IT and all electrical, electronic products/ service related hardware material or any other material as may be specified by **RV Institute of Management** (the "Material" as hereinafter defined) that it may from time to time wish to dispose of, and SOGO SYNERGY desires to execute a complete dismantling & disposal program on behalf of **RV Institute of Management**. Therefore, **RV Institute of Management** shall provide, and SOGO SYNERGY shall dismantle & dispose-off the Material in accordance with the following terms of this Agreement:

- 1. Waste Material-** Waste Material is hereinafter defined as waste of all forms of electronics equipment, IT equipment's like Desktops, Monitor, Laptop, Servers, Modems and converters, Multiplexes, Switches, XDSL, ADSL, Wireless radio, DOME, Backhaul Optimisation, Optical, CPE telecommunications equipment's, including but not limited to e-waste in the form of laptops, desktops, servers, network personal equipment's, monitors, telephony, printers, faxes, copiers, data assistants process control equipment, server towers, server rack, scanners, batteries, server battery backups, uninterruptable power supplies, electronic storage media and all accessories and peripherals for above mentioned equipment's including toners which **RV Institute of Management** may want to recycle/dispose.


DEPENDABLE  
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EWASTE

2. **Services-** SOGO SYNERGY shall provide following services to collection, transportation and destruction of Waste Material from **RV Institute of Management**. **RV Institute of Management** will notify for pick up as per the accumulation of WEEE (Waste Electrical and Electronic Equipment), within 15 working days or case to case from date of notice duly informed by **RV Institute of Management** by an authorised representatives.
3. **Processing** – SOGO SYNERGY shall process the entire quantity of Material within 30 working days of receipt of material. **RV Institute of Management**'s authorized representative may also witness the process at our facility located at Bengaluru. SOGO SYNERGY shall provide to **RV Institute of Management** written confirmation through "Certificate of Destruction".
4. **Payment-** Sogo Synergy Pvt Ltd shall bear all handling costs for the Waste Material collected from **RV Institute of Management** in full and all costs associated with the provision of the Services rendered. Sogo Synergy Pvt Ltd shall pay to RV Institute of Management, for the e-waste collected from RV Institute of Management, as per the rates specified Rs 25 Per Kg all inclusive.
5. **Warrantee-** SOGO SYNERGY Representation and Warranties –
  - 5.1 While performing all Services hereunder, we agree to comply with all applicable permits, all central, state, and local laws, regulations and ordinances and all duly constituted authorities upon request of **RV Institute of Management**,
  - 5.2 Sogo Synergy Pvt Ltd shall furnish copies thereof in advance. We hereby specifically agree and confirm that it is fully compliant to undertake this work from **RV Institute of Management** in terms of the "E-waste (Management and Handling) Rules, 2016" and it possesses all the certificates mentioned under the said Rules.
  - 5.3 Sogo Synergy Pvt Ltd will be responsible for the statutory compliances including environmental compliances pertaining to the activities and Services mentioned above, "E-waste (Management and Handling) Rules, 2016" and **RV Institute of Management** will not in any way be responsible for the same once the Waste Material is handed over by **RV Institute of Management**.
  - 5.4 Sogo Synergy Pvt Ltd have obtained all necessary permits, licenses and other central, state or local authorizations required to perform the Services and upon request of **RV Institute of Management**, Sogo Synergy Pvt Ltd shall also furnish copies thereof to **RV Institute of Management**.
  - 5.5 Sogo Synergy Pvt Ltd shall keep and retain adequate books and records and other documentation consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to performance of the Services required by this Agreement. Said records, books and documentation relevant to the above-said purpose shall be available for inspection by **RV Institute of Management** upon reasonable advance notice.


- 5.6 Sogo Synergy Pvt Ltd shall not resell the Waste Material in the original form which has been collected from **RV Institute of Management** except after totally destroying the Waste Material.
- 5.7 As an integral part of this Agreement, we hereby represent that they or any of their officials or representatives shall not give or promise to give any money or gift to any employee / official of **RV Institute of Management** to influence its decisions regarding this Agreement, nor shall they exert or utilize any unlawful influence to solicit or secure this Agreement through a promise to pay a commission, percentage, brokerage or contingent fee.
- 5.8 Sogo Synergy Pvt Ltd shall ensure that the Waste Material is transported safely and there is no leakage during transit.
- 5.9 Sogo Synergy Pvt Ltd confirm and warrants that the Waste Material so collected by it under this Agreement shall not be misused by it directly or indirectly or dealt with in any other manner other than as expressly stated in this Agreement, and agrees to indemnify **RV Institute of Management** in case such representation/warranties are breached.
- 5.10 Sogo Synergy Pvt Ltd shall ensure that all government approvals, statutory compliances as per E Waste Rules as mentioned above and QEHS Quality, Environment, Health and Safety standards.
- 5.11 Sogo Synergy Pvt Ltd shall also assist **RV Institute of Management** in maintaining records, statutorily required to be maintained in terms of the above mentioned E-waste Rules, pertaining to e-waste collected from **RV Institute of Management**.

## 6. BUSINESS CONTINUITY MANAGEMENT PLAN

6.1 **SOGO SYNERGY** shall ensure that at all times it has in place and is able to implement a business continuity and disaster recovery plan which will ensure the continued performance and operational resilience of the Services/ deliverables provided by us.

6.2 **SOGO SYNERGY** shall be open to the audit of its business continuity arrangements by RV Institute of Management as and when required by RV Institute of Management.

## 7. RV Institute of Management Representations and warranties

7.1 **RV Institute of Management** has free and unencumbered title to all Waste Material delivered to us pursuant to this Agreement.


7.2 **RV Institute of Management** shall not knowingly ship Hazardous Wastes to us pursuant to this Agreement. In the event Hazardous Wastes are identified upon receipt at or during subsequent processing, such substances shall be quarantined, in manner sufficient to reasonably protect human health and real and personal property.

7.3 **RV Institute of Management** shall issue declarations, where applicable as per the hazardous waste manifest for transportation along with the Waste Material authorisation and ownership Transfer letter for transport.

8. **Period of Agreement** - This agreement shall be in force for **5 years** from the date of execution hereof unless and until terminated in a manner set forth in paragraph. This Agreement may however be terminated by **RV Institute of Management** at any time during the term, without giving any advance notice to us, in case we fail to comply with its obligations under this Agreement.
9. **Termination of Agreement** - Agreement may be terminated at any time by **RV Institute of Management** or SOGO SYNERGY, delivering upon 30 days' written notice to the other party. In the event of such termination, the parties will be paid for services performed or amounts due for Waste Material processed up to the date of such termination and not thereafter.
10. **Modification** - 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.
11. **Resolution of Disputes** - The parties shall endeavour to resolve any problem or divergence resulting from the interpretation or application of this Agreement in a spirit of co-operation and mutual understanding. In the event of any dispute or difference arising out of / relating to this Agreement between the parties, the same shall be settled by arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Any dispute subject to **Bengaluru** Jurisdictions.

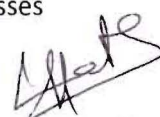
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first written above.

**For and on Behalf of-**

M/s Sogo Synergy Pvt Ltd

  
Authorized Signatory 

Witnesses

1.   
Profath Fathima

M/s RV Institute of Management,

  
Professor & Director

2. Dr. Dileep   
