



Nallamuthu Gounder Mahalingam College

(An Autonomous Institution, Affiliated to Bharathiar University)
 90, Palghat Road, Pollachi - 642001, Coimbatore, Tamil Nadu, India.
 95th Rank in NIRF – 2023 among Colleges in India.



7.1.3 Describe the facilities in the institution for the management of the following types of degradable and non-degradable waste

Memorandum of Understanding(MOU) for the disposal of E-Waste





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Whereas NGMC has IT and all electrical, electronic products/ service related hardware material or any other material as may be specified by NGMC (the "Material" as hereinafter defined) that it may from time to time wish to dispose of, and TE desires to execute a complete dismantling & disposal program on behalf of NGMC


Therefore, NGMC shall provide, and TEW shall dismantle & dispose of 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 like Desktops, Monitor, Laptop, Servers, Modems and converters, Switches, XDSL, ADSL, DOME, Backhaul Optimization, Optical, CPE telecommunications equipments, including but not limited to e-waste in the form of laptops, Desktops, servers, network personal equipment, monitors, telephony, printers, faxes, copiers, data assistants process control equipment, server towers, server rack, scanners, batteries, server battery backups, uninterruptable power supplies and all accessories and peripherals for above mentioned equipment including toners which NGMC may want to recycle. Waste Material specifically excludes equipments containing radioactive materials, free flowing liquids, chlorofluorocarbons, polychlorinated biphenyls, or other "Hazardous Wastes".
2. **Services** - TEW shall provide following services to collection, transportation and destruction of Waste Material from various locations of NGMC. NGMC will notify TEW for pick up as per the accumulation of WEEE (Waste Electrical and Electronic Equipment) collection of the Material, within 10 working days or case to case from date of notice duly informed by NGMC by authorized representatives. TEW shall destruct the entire quantity of Material within 15 working days of receipt of material. NGMC's authorized representative may also witness the destruction at TEW's facility located at Coimbatore on request. TEW shall provide to NGMC written confirmation by "certificate of destruction".
3. **Payment**- TEW shall bear all handling costs for the Waste Material collected from NGMC in full and all costs associated with the provision of the Services rendered. TEW shall pay to NGMC, for the e-waste collected from NGMC, as per the rates specified as per Annexure I & Annexure II. TEW have to purchase our E-waste as per the quotation amount TEW have offered and in the event of the amount in the market rate becoming less than quoted rate TEW have to purchase the E-waste only the quoted amount already made by TEW.

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N. G. M. COLLEGE, POLLACHI

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For THARANI ELECTRONICS WA...


Proprietor




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4. TEW Representation and Warranties -

4.1 In the performance of all Services to be provided hereunder, TEW agrees to comply with all applicable permits, all central, state, and local laws, regulations and ordinances and all duly constituted authorities. Upon request of NGMC, TEW shall furnish copies thereof in advance. TEW hereby specifically agrees and confirms that it is fully compliant to undertake this work from NGMC in terms of the "E-waste (Management and Handling) Rules, 2016" and it possesses all the certificates mentioned under the said Rules. TEW has been identified by 22EFZ39606034 as its authorization number for safe handling of electrical and electronic waste as per E-waste management rules 2016.

4.2 TEW 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 NGMC will not in any way be responsible for the same once the Waste Material is handed over by NGMC to TEW.

4.3 TEW has obtained all necessary permits, licenses and other central, state or local authorizations required to perform the Services and upon request of NGMC, TEW shall also furnish copies of the same to NGMC.

4.4 TEW 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 NGMC upon reasonable advance notice.

4.5 TEW shall not resell the Waste Material in the original form which has been collected from NGMC except after totally destroying the Waste Material.

4.6 TEW agrees and undertakes to indemnify NGMC for any liability, claims including third party claims, legal actions against NGMC or any of its Directors/employees, arising out of any negligent action or willful misconduct by TEW. TEW also agrees to indemnify NGMC and its Directors/employees from and against all losses, actions, proceedings, claims, demands, costs, wards, and damages however arising, directly or indirectly, as a result of breach of this Agreement by it. In addition the college reserves the rights to claim compensation on its part.

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2) For THARANI ELECTRONICS WASTE

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4.7 TEW shall comply at its own expense with all applicable local, national, regional laws ordinances, regulations, codes, standards, directives and agreements to the extent that any of them have the force of law, as applicable.

In addition, TEW shall comply at their own expense with all laws, ordinances and/or directives of India, as they relate to the Universal Declaration of Human Rights, Child labour laws, data privacy laws, criminal reporting laws, environmental, health and safety laws or any similar laws in performance of its obligations under this Agreement. TEW shall also comply with at its own expense any applicable law/ rules of any international authority, if applicable, pertaining to the mentioned services.

TEW will be fully responsible for the personnel deployed by it for providing the Services to NGMC.

4.8 As an integral part of this Agreement, TEW hereby represents 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 NGMC 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. Further, TEW warrants that they shall not give or promise any such money or gift, or exert or utilize such unlawful influence during the term of this Agreement or to secure or solicit any extension thereof. It is agreed, that breach of this representation and warranty clause by TEW shall be sufficient grounds for NGMC to immediately terminate this Agreement, besides taking other legal recourse. Breach of this clause shall also be sufficient ground for NGMC to file legal actions as may be necessary. Breach of this clause shall also be sufficient ground for NGMC to stop/withdraw all instructions for Services and demand payment for Services rendered till date and also file legal actions as may be necessary. Further, in the event it is found that TEW or its employees have worked in liaison with any of NGMC's employees with the intention to defraud, then in that event this Agreement may be terminated by NGMC.

TEW shall immediately inform NGMC of any incident whereby any of NGMC employee/s approaches TEW and/ or its employees with the intention of colluding to commit any acts to defraud NGMC failing which TEW will be deemed to be a party to such fraud and liable for any loss or damage caused to NGMC by the commission of such acts.

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4.9 TEW shall ensure that the Waste Material is transported safely and there is no leakage during transit.

4.10 TEW confirms 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 NGMC in case such representation/warranties of TEW are breached.

4.11 TEW shall ensure that all government approvals, statutory compliances as per E Waste Rules as mentioned above and QEHS Quality, Environment, Health and Safety standards.

4.12 TEW shall also assist NGMC in maintaining records, statutorily required to be maintained in terms of the above mentioned E-waste Rules, pertaining to e-waste collected from NGMC

4A Business Continuity Management Plan

a) TEW 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 TEW.

b) TEW shall be open to the audit of its business continuity arrangements by NGMC as and when required by NGMC.

5. NGMC Representations and warranties

5.1 NGMC has free and unencumbered title to all Waste Material delivered to TEW pursuant to this Agreement.

5.2 NGMC shall not knowingly ship Hazardous Wastes to TEW pursuant to this Agreement. In the event Hazardous Wastes are identified upon receipt at TEW or during subsequent processing, such substances (as mentioned in Annexure-I) shall be quarantined, in manner sufficient to reasonably protect human health and real and personal property. TEW will notify NGMC of identified substances and assist NGMC in the resolution and proper disposition of the substances, including lamul packaging, labeling and disposal.

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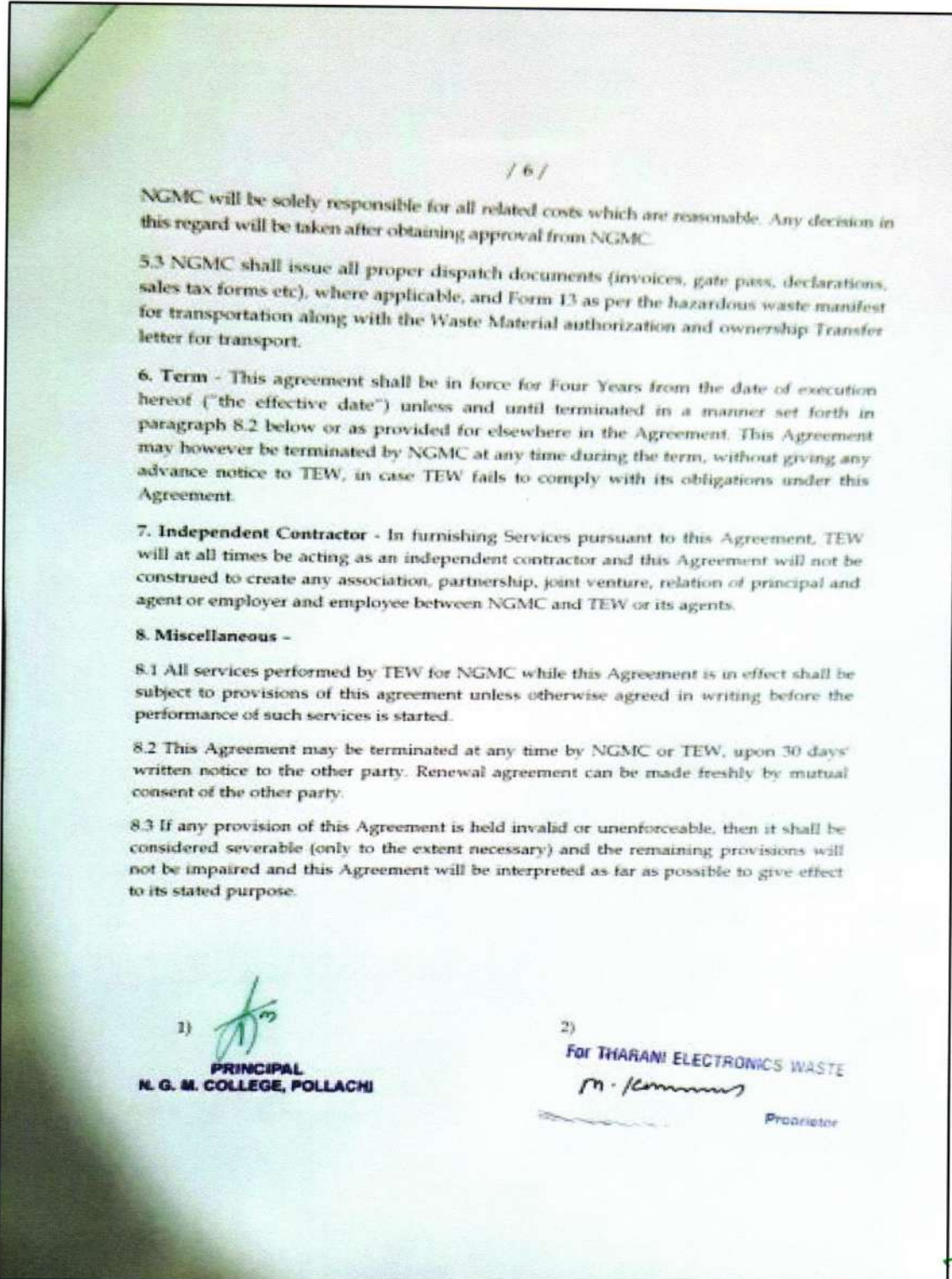
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8.4 This Agreement constitutes and fully expresses the entire and only agreement between the parties with respect to the subject matter hereof; all prior and collateral understandings, agreements and promises with respect thereto are considered merged herein. 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.

8.5 This Agreement will be applicable e-waste facilities of TEW fully operational throughout India under the trading name of Tharani Electronics Waste (TEW) having its office at 313/27, Alagappa Chettiyar Road, Gandhipuram, Coimbatore - 641012, Tamil Nadu, INDIA

8.6 **Confidentiality:** Each of the parties shall hold in confidence all documents and other information, whether technical or commercial which has come to its knowledge and which has been supplied to it by or on behalf of the other party. None of the parties shall disclose any such information to any outsider/ third party except with the prior written consent of other party.

8.7 **Assignment of the Agreement:** No party can assign this Agreement to any third party without obtaining the prior written consent of the other party.

8.8 **Resolution of Disputes:** The parties shall endeavor 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.

The arbitration proceedings shall be conducted in Regional language and the venue of the arbitration shall be Coimbatore. The venue may be changed with the consent of both the parties in writing. The arbitrator for this purpose would be mutually agreed upon.

8.9 **Governing Law:** The rights and obligations of the parties under or pursuant to this Agreement shall be governed by and construed according to the laws of India.

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For THARANI ELECTRONICS W.

Proprietor

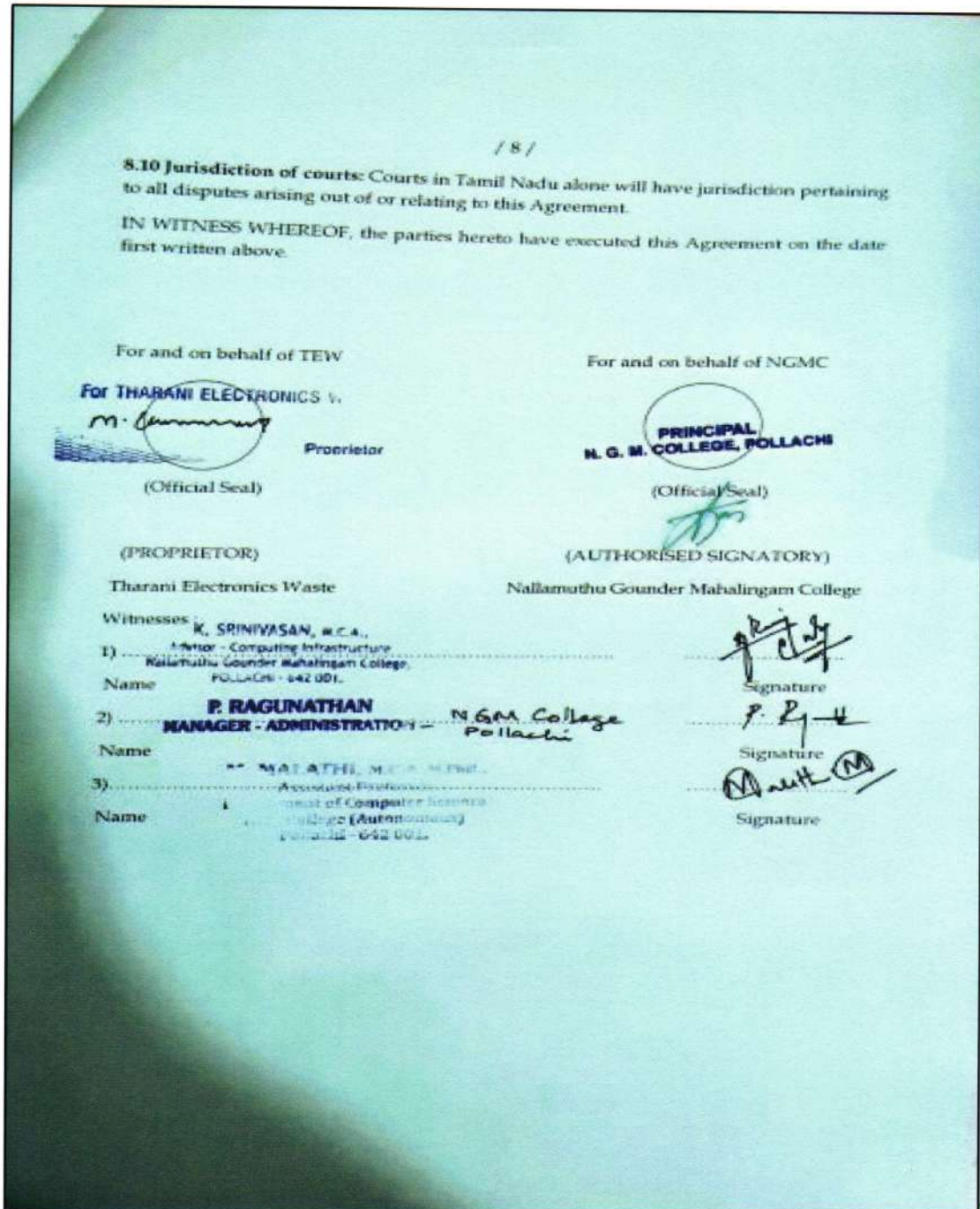


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8.10 Jurisdiction of courts: Courts in Tamil Nadu alone will have jurisdiction pertaining to all disputes arising out of or relating to this Agreement.

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

For and on behalf of TEW

For and on behalf of NGMC

For THARANI ELECTRONICS v.

M. Srinivasan
(Official Seal)

Proprietor

PRINCIPAL
N. G. M. COLLEGE, POLLACHI

(Official Seal)

[Signature]

(AUTHORISED SIGNATORY)

(PROPRIETOR)

Nallamuthu Gounder Mahalingam College

Tharani Electronics Waste

Witnesses

K. SRINIVASAN, M.C.A.,

1) Asst. Prof - Computing Infrastructure
Nallamuthu Gounder Mahalingam College,
Pollachi - 642 001.

Name

[Signature]
Signature

2) P. RAGUNATHAN
MANAGER - ADMINISTRATION - N.G.M. College
Pollachi

Name

[Signature]
Signature

3) M. MATATHI, M.C.A., M.Phil.,
Asst. Prof. in
Dept. of Computer Science
Nallamuthu Gounder Mahalingam College (Autonomous)
Pollachi - 642 001.

Name

[Signature]
Signature





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Annexure -I

COMMERCIAL OFFER- RECYCLING

The following commercial parameters apply to this proposal

- Recycling of E-Waste -Free of cost
- Collection and Transportation -Free of cost

Payment to Nallamuthu Gounder Mahalingam College (NGMC) by Tharani Electronics Waste (TEW) on collection of E-waste:

E-WASTE COVERED BY THIS PROPOSAL

All Computer Equipments	Servers
Desktops	Electronic Components
Photocopiers	Scanners
Landline Phones	Projectors
Network equipment	Joysticks
Fax's	Cameras
CDs and DVDs and Tapes	Speakers
Video recorders	Key board & Mouse
Sound equipment	SMPS
Monitors	HDD (Disk)
Laptops Printers	Mother Board


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For THARAMI ELECTRONICS WASTE

Proprietor

