



छत्तीसगढ़ CHHATTISGARH RECYCLING AGREEMENT

K 858995

This Recycling Agreement ("Agreement") is made on 09-Dec-2016 by and between

MATS UNIVERSITY, having its registered office at **AARANG – KHARORA HIGHWAY, AARANG, RAIPUR, CHHATTISGARH 493441, India** which expression shall unless repugnant to the context include its legal representatives, administrators, executors, nominees, successors and assigns of the first part.

AND

NAMO EWASTE MANAGEMENT LTD. having office at **14/1 Milestone Mathura Road Faridabad -121003** which expression shall unless repugnant to the context include its legal representatives, administrators, executors, nominees, successors and assigns of the second part.

Whereas **MATS University** has IT, and all electrical, electronic products/ service related hardware material (the "Material" as hereinafter defined) that it may from time to time wish to recycle, and **NEML** desires to execute a complete recycling program on behalf of **MATS University** to process the Material.

THEREFORE, **MATS University** shall provide, and **NEML** shall recycle the Material in accordance with the following terms of this Agreement:

1. **Material**- Material is hereinafter defined as all forms of electronics equipments, IT equipments like Desktops, Monitor, Laptop, Servers, Modems and converters, Multiplexes, Switches XDSLs, ADSL, Wireless radio, DCME, Backhaul Optimisation,


Registrar
MATS University
Raipur (C.O.)


NAMO EWASTE MANAGEMENT LTD.
AUTHORISED SIGNATORY

Optical, CPE telecommunications equipments, including but not limited to laptops, desktops, servers, network personal equipments, monitors, telephony, printers, faxes, copiers, data assistants process control equipment, server towers, server racks, scanners, batteries, server battery backups, uninterruptible power supplies, electronic storage media and all accessories and peripherals for above mentioned equipments including toners which **MATS University** may want to recycle. Material specifically excludes equipments containing radioactive materials, free flowing liquids, chlorofluorocarbons, polychlorinated biphenyls, or other "Hazardous Wastes".

2. **Services-** NEML shall provide following services to **MATS University**:

- (i) Collection, transportation and destruction of Material from various **MATS University** locations.
- (ii) **MATS University** will notify **NEML** for pick up as per the accumulation of WEEE with different locations pan India. Collection of the Material, within 10 working days or case to case from date of notice by authorised person of **MATS University** from it's premises.
- (iii) **NEML** shall destruct the entire quantity of Material within 15 working days of receipt of Material. **MATS University**'s representative may also witness the destruction at **NEML**'s facility or request written confirmation by Certificate of destruction form **NEML**.

3. **Payment** -**NEML** shall bear all handling costs for the items collected from **MATS University** in full and all costs associated with the provision of the Services rendered.

Commercials: Free of Cost (FOC) as **NEML** shall bear all the transportation and labour cost involved in despatching material from our collection centre in Raipur C.G. to the recycling plant in Faridabad, Haryana.

4. **NEML Representation and Warranties** –

- 4.1 In the performance of all Services to be provided hereunder, **NEML** agrees to comply with all applicable permits, all central, state, and local laws, regulations and ordinances and all duly constituted authorities. Upon request of **MATS University**, **NEML** shall furnish copies thereof to **MATS University**.
- 4.2 **NEML** will be responsible for the statutory compliances including environmental compliances pertaining to the recycling activities and Services and **MATS University** will not in any way be responsible for the same once the scrap material is handed over by **MATS University** to **NEML**.
- 4.3 **NEML** has obtained all necessary permits, licenses and other central, state or local authorizations required to perform the Services and upon request of **MATS University**, **NEML** shall furnish copies thereof to **MATS University**.
- 4.4 **NEML** 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


Registrar
MATS University
Raipur (C.G.)


NAMO eWASTE MANAGEMENT LTD.
AUTHORISED SIGNATORY

MATS University shall be available for inspection by **MATS University** upon reasonable advance notice.

4.5 **NEML** shall not resell the Material in the original form which has been collected from **MATS University** except after totally destroying the Material for purpose of recycling.

4.6 **NEML** agrees and undertakes to indemnify **MATS University** for any liability, claims including third party claims, legal actions against **MATS University**, arising out of any negligent action or wilful misconduct by **NEML**.

4.7 **NEML** shall comply at their own expense with all laws, ordinances and /or directives of the country in which it conducts business 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.

NEML will be fully responsible for the personnel deployed by it for providing the Services to **MATS University**.

4.8 As an integral part of this Agreement, **NEML** 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 **MATS University** 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, **NEML** 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 **NEML** shall be sufficient grounds for **MATS University** to immediately terminate this Agreement. Breach of this clause shall also be sufficient ground for **MATS University** to file legal actions as may be necessary. Breach of this clause shall also be sufficient ground for **MATS University** 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 **NEML** or its employees have worked in liaison with any of **MATS University**'s employees with the intention to defraud **MATS University**, this Agreement may be terminated by **MATS University**. **NEML** shall immediately inform **MATS University** of any incident whereby any of **MATS University**'s employee/s approaches **NEML** and/ or its employees with the intention of colluding to commit any acts to defraud **MATS University**, failing which **NEML** will be deemed to be a party to such fraud and liable for any loss or damage caused to **MATS University** by the commission of such acts.

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

4.10 **NEML** confirms and warrants that the Material so collected by it under this Agreement shall not be misused by it directly or indirectly or dealt with in any


Registrar
MATS University
Raipur (C.G.)

NANO WASTE MANAGEMENT LTD.

AUTHORISED SIGNATORY

- other manner other than as expressly stated in this Agreement, and agrees to indemnify **MATS University** in case such representation of **NEML** is false.
- 4.11 **NEML** shall ensure that all government approvals, statutory compliances and QEHS certifications are in place

4A BUSINESS CONTINUITY MANAGEMENT PLAN

- a) **NEML** 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 the **NEML**.
- b) **NEML** shall develop, update and test the business continuity plan on a regular basis and, in any event, not less than once in every 12 month period, in accordance with good industry practice.
- c) **NEML** shall be open to the audit of its business continuity arrangements by **MATS University** as and when required by **MATS University**

5 MATS University Representations and Warranties

- 5.1 **MATS University** has free and unencumbered title to all Material delivered to **NEML** pursuant to this Agreement.
- 5.2 **MATS University** shall not knowingly ship Hazardous Wastes to **NEML** pursuant to this Agreement. In the event Hazardous Wastes are identified upon receipt at **NEML** or during subsequent processing, such substances will be quarantined in manner sufficient to reasonably protect human health and real and personal property. **NEML** will notify **MATS University** of identified substances and assist **MATS University** in the resolution and proper disposition of the substances, including lawful packaging, labelling and disposal **MATS University**. will be solely responsible for all related costs.
- 5.3 **MATS University** shall issue all proper despatch documents (invoices, gare pass, declarations, sales tax forms etc), where applicable, and Form 13 as per the hazardous waste manifest for transportation along with the Material authorisation and ownership transfer letter for transport.
- 6 **Term** - This agreement shall be in force for one years from the date of last signature of this Agreement ("09-Dec-2016") unless and until terminated in a manner set forth in paragraph 8.2 below or as provided for elsewhere in the Agreement. This Agreement may however be terminated by **MATS University** at any time during the term, without giving any advance notice to **NEML**, in case **NEML** fails to comply with its obligations under this Agreement.
- 7 **Independent Contractor** - In furnishing Services pursuant to this Agreement, **NEML** will at all times be acting as an independent contractor and this Agreement will not be


Registrar
MATS University
Raipur (C.G.)

NAMO WASTE MANAGEMENT LTD.

AUTHORISED SIGNATORY

construed to create any association, partnership, joint venture, relation of principal and agent or employer and employee between **MATS University** and **NEML** or its agents.

8 Miscellaneous –

- 8.1 All services performed by **NEML** for **MATS University** while this Agreement is in effect shall be subject to its provisions unless otherwise agreed in writing before the performance of such services is started.
- 8.2 This Agreement may be terminated at any time by **MATS University** or **NEML**, 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 Material processed up to the date of such termination and not thereafter.
- 8.3 If any provision of this Agreement is held invalid or unenforceable, then it shall be considered severable (only to the extent necessary) and the remaining provisions will not be impaired and this Agreement will be interpreted as far as possible to give effect to its stated purpose.
- 8.5 This Agreement constitutes and fully expresses the entire and only agreement between the parties with respect to the subject matter thereof; 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.
- 8.6 The agreement will be applicable for all three e-waste facilities fully operational throughout India under the trading name of **NEML**.

IN WITNESS WHEREOF, the parties hereto have signed For **MATS UNIVERSITY, RAIPUR** first written above.

For **NAMO EWASTE MANAGEMENT LTD.**
NAMO eWASTE MANAGEMENT LTD.


AUTHORISED SIGNATORY

Authorised Signatory


MR. GOKULANANDA PANDA
REGISTRAR

Authorised Signatory

Registrar
MATS University
Raipur (C.G.)