

# MOU WITH ACHMM-INDIA



**ACHMM-INDIA**

No.7, Loop Road, 2<sup>nd</sup> Block, Kumara Park West, Bangalore 560 020

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding signed on this day of 22<sup>nd</sup> MARCH 2019 by and between ACHMM-INDIA, represented by Dr. B. S. Jaiprakash, Vice President having its office at No.7, Loop Road, 2<sup>nd</sup> Block, Kumara Park West, Bangalore 560 020 hereinafter called the FIRST PARTY

And

AMC ENGINEERING COLLEGE, 18<sup>TH</sup> KM BANNERGHATTA MAIN ROAD, BENGALURU-560083 represented by Dr. A. G. Nataraj, Principal, AMC ENGINEERING COLLEGE, hereinafter called the SECOND PARTY


ACHMM-INDIA, hereinafter called the FIRST PARTY was established in the year 2006 in Bangalore, Karnataka State, India in its original name as ACHMM-India Chapter. Since December 2012, its name is changed to ACHMM-INDIA at its Board meeting held on 15<sup>th</sup> September 2012. ACHMM-INDIA continues to be affiliated to Allianz of Hazardous Materials Professionals (AHMP), Rockville, MD20850, USA. The chapter was established with an objective to provide a platform for academia, industries, regulators, consultants and working professionals to address hazardous materials management (HMM) aspects, impart training, capacity building, organize conferences, seminars, workshops, conduct overview, training and finishing courses on HMM and industrial safety offer consultation services and also assist to help, handhold and mentor scholars pursuing their research programs in the field of environmental science and engineering.

ACHMM-INDIA, of expanding its activities, hereby intends to establish its chapter to help academia and industries to achieve common objectives and goals at AMC ENGINEERING COLLEGE, 18<sup>TH</sup> KM, BANNERGHATTA MAIN ROAD, and BENGALURU-560083, established by PARAMAHAMSA FOUNDATION TRUST in the year 1999 affiliated to VTU University Belagavi Karnataka State, India.

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AMC ENGINEERING COLLEGE  
BENGALURU-560 083.

Memorandum of Understanding witnesses as follows:

1. The second party desirous of establishing a chapter of ACHMM-INDIA by the name ACHMM India Chapter of AMC ENGINEERING COLLEGE at its organization has approached the FIRST Party and the FIRST Party consented to grant affiliation to the SECOND PARTY and both the parties have agreed upon to work collaboratively to achieve the common objectives and goals covering broadly in the field of waste management and related areas.
2. The FIRST PARTY shall provide support for organizing and conducting overview courses Training Programs, Workshops and Seminars, Awareness Programs, National and International Conferences and related activities.
3. To facilitate to carry collaborative Research Projects and offer expertise to write reports to procure grants from funding organizations from India and abroad.
4. Facilitate to organize and conduct training programs on Waste Management Rules and Regulations, Environmental compliances, Occupational Health and Safety, Industrial Safety, Good laboratory Practices, Chemical Safety and Security, Electrical Safety, Bio-Medical Waste Management, e-Waste Management, student intern programs, student projects and related activities.
5. To facilitate to conduct inventories for industrial consultation and CSR projects and their implementation.
6. Assist to identify competent resource persons with good professional standing and coordinate with them to carry academic, research, industrial consultancy, training and capacity building in the field of environment and hazardous materials management and related areas.
7. To develop course content and preparing relevant modules for courses in new and frontier areas.
8. The FIRST PARTY reserves the right on the course material developed and will share the same against payment of sum agreed upon between the two parties.
9. The FIRST PARTY will not remain committed for any financial commitments of the affiliated chapter and it will be the responsibility of the SECOND PARTY to completely fulfill such financial obligations.

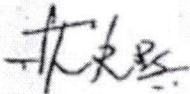
  
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BENGALURU - 560 083.

10. The SECOND PARTY shall bear all the expenses for activities agreed upon by both parties (conducted collaboratively) that is expected to be incurred towards HR outsourcing, logistics, travel, local accommodation and commuting, hospitality from the day of arrival to departure including air fare wherever applicable.

11. Delegates/guests/resource persons shall be accommodated at Hotels identified by FIRST PARTY consented by the resource persons. All the payment shall be made directly to the service providers by the SECOND PARTY.

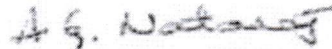
The FIRST AND SECOND PARTY HAVING READ THIS DOCUMENT AND UNDERSTANDING IN FULL ON THIS DAY OF 22<sup>nd</sup> MARCH 2019 HAVE AFFIXED THEIR SIGNATURE TO COLLABARATIVELY WORK TOGETHER.

AUTHORISED SIGNATORIES

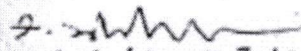


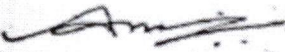
1. ACHMM INDIA

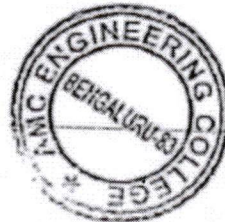
Witness



2. AMC ENGINEERING COLLEGE  
PRINCIPAL  
AMC ENGINEERING COLLEGE  
BENGALURU - 560 083.

1.   
Dr. SHASHI SHANKAR, A.  
Prof & Head, Civil Engrg AMCEG

2.   
Dr. A. K. Murthy  
Dean Academic, AMLEC



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**AMC ENGINEERING COLLEGE, BANNERGHATTA,  
BANGALORE-560083  
MOU WITH ENVIRONMENTAL AND RECYCLING  
SOLUTIONS**



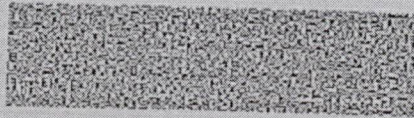
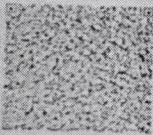
INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No.	: IN-KA96003780317338R
Certificate Issued Date	: 16-Sep-2019 02:10 PM
Account Reference	: NONACC (FI)/kacrsf108/ KASTURI NAGAR/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0814428876241420R
Purchased by	: ENVIRONMENTAL AND RECYCLING SOLUTIONS INDIA
Description of Document	: Article 37 Note or Memorandum
Description	: MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ENVIRONMENTAL AND RECYCLING SOLUTIONS INDIA
Second Party	: AMC ENGINEERING COLLEGE
Stamp Duty Paid By	: ENVIRONMENTAL AND RECYCLING SOLUTIONS INDIA
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



**MEMORANDUM OF UNDERSTANDING**

This Memorandum of understanding (MOU) is signed on 18/09/2019.

**AMONG:**

AMC Engineering College, accompany incorporated under the provisions of the Companies Act, 1956, having its office located at 18th K.M, Kalkere, Bannerghatta Main Rd, Bengaluru, Karnataka 560083, represented by its Authorized Signatory **Dr. A.G NATARAJ** and hereinafter referred to as "Principal AMCEC", (which expression shall, unless repugnant to the context or meaning thereof, mean and include its executors, authorized representatives, administrators, successors-in-interest and permitted assigns) of the first part

**AND**

Environmental and Recycling Solutions India, an existing company under the meaning of Companies Act, 1956 having its office at, No. 5, K. S. Nagaraj Street, Bengaluru-560083.



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AMC ENGINEERING COLLEGE  
BENGALURU-560 083.**

Near R V College, Kengeri, Bengaluru – 560060., represented through its Director Ms. Madhura R, hereinafter called "ERS India", referred to as a party of the second party (which expression shall, unless repugnant to the context or meaning thereof, mean and include its executors, authorized representatives, administrators, successors-in-interest and permitted assigns).

Whereas Environmental and Recycling Solutions India will collect dry recyclable waste under the WOW initiative and send to ITC factory for Recycling. ITC has set up a material recycling facility at Bhadrachalam & Kovai, which is fully compliant with the Environment (Protection) Act, 1986 and the Municipal Solid Wastes (Management and Handling) Rules, 2000 to convert the wastepaper into reusable paper. Further, ITC-PSPD recycles 25,000 MT of waste paper in a month.

Whereas "AMC Engineering College", has agreed to give away the paper and plastic waste generated in its Bangalore, Hyderabad, Chennai & Coimbatore Locations. The collection of dry recyclables from AMC Engineering College will be initiated from as per schedule, where both the parties agreed mutually.

**NOW THIS MOU WITNESSETH AS UNDER:**

This MOU is intended to create a synergic alliance between AMC Engineering College & Environmental and Recycling Solutions India for the recycling dry-waste, which is a vital element in the protection of environment.

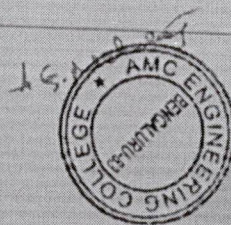
**1. Definitions:**

- 1.1 Wastepaper: Discarded paper including cardboard, newspaper and magazines, shredded papers, old office records, etc.
- 1.2 Plastic: Water bottles, pet bottles, polythene sheets, carry bags etc.
- 1.3 Designated Day: A day in the week / fortnight/month agreed between parties.

**2. Pick-up locations:**

**Location-1**

AMC Engineering College	
Contact persons	Dr. A G Nataraj
Designation	Principal
Mobile No	9845210944
Land Line No	-----
Email ID	principal@amcee.edu.in
Preferable week day for pick-up	Saturday
Time:	10 am



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**AMC ENGINEERING COLLEGE**  
**BENGALURU - 580 083.**

### 3. Quality & Quantity

- 3.1 Material should be free from food particles, without any contamination of garbage, municipal waste or any item which are detrimental to WOW initiative
- 3.2 Minimum required quantity is 300 Kgs.

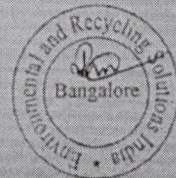
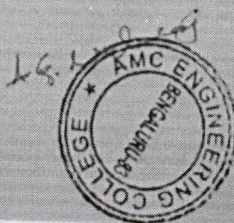
### 4. Roles and Responsibilities of AMC Engineering College:

- 4.1 AMC Engineering College shall identify the quantum of wastepaper and plastic generated at various locations.
- 4.2 AMC Engineering College would store the wastepaper and plastic and Environmental and Recycling Solutions India would pick up on mutually agreed schedule.
- 4.3 AMC Engineering College agrees to appoint Prof. Devaraja R, Assistant Professor Civil Engineering Department as its representative to coordinate on various activities identified in MOU and to notify Environmental and Recycling Solutions India within one month of any change in responsibility.
- 4.4 AMC Engineering College need to allocate for itself sufficient covered storage space for keeping the material safely.
- 4.5 A sale invoice in the name of Environmental and Recycling Solutions India shall be issued with local applicable VAT to enable faster payment from Environmental and Recycling Solutions India. Invoice will be sent by post / Courier to the address given in this MOU within two days from the date of collection of material along with the copies of Weighment slips. Copy of the same can be scanned and sent to [d.narasimaraou@ers.in](mailto:d.narasimaraou@ers.in) for speedy processing.
- 4.6 Payment will be processed within two weeks from the date of receipt of the invoice along with gate pass and weighment slip.

### 5. Roles and Responsibilities of Environmental and Recycling Solutions India:

#### Payment Options:

- 5.1 In consideration for enabling ERS India to Pick up the materials from AMC Engineering College, ERS India shall pay to AMC Engineering College, the consideration amount based on weight recorded @ Rs.4/- (Rupees four) per Kg for carton boxes, shedding paper, old newspaper, old magazines, old office records dustbin paper and Rs.2/- (Rupees two) for dry waste, plastic



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waste, metal waste etc. Payouts will be done to AMC Engineering College on a monthly basis for each calendar month separately.

Or

5.2 ERS India shall supply stationeries to AMC Engineering College in exchange of dry waste. For valuation purpose Rs.4/- per kg shall be considered for waste paper like cardboard, newspaper and magazines, shredded papers, old office records, dust bin papers and Rs.2/- per kg for dust bin papers, plastics, metal etc.

5.2 ERS India will make necessary arrangements for collecting the wastepaper, plastic & transporting to its godown.

5.3 ERS India shall not use or disseminate any confidential information printed on the wastepaper if the wastepaper is not properly shredded by AMC Engineering College Bangalore Institute of AMC Engineering College and the information is legible.

5.4 From Operations Mr. Srinath, Asst. Manager, Mobile No: 9686816211 and from ITC - WOW Mr. Srikanth, Asst. Manager, Mobile: 9686411133 and Mr. Narsinga Rao, Manager, ITC Ltd - PSPD, Mobile No: 7032920134 representatives to coordinate on various activities identified in MOU and to notify AMC Engineering College, within one month of any change in responsibility.

#### 6. Roles and Responsibilities in General:

6.1 The details laid out in this MOU, notwithstanding the essence and spirit of this MOU is an understanding between AMC Engineering College and ERS India.

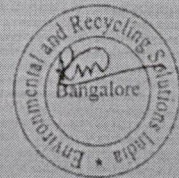
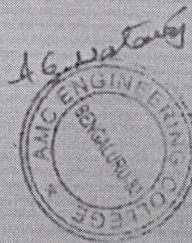
6.2 Any notice or other communication under or in connection with this agreement shall be in writing in the English language and shall be delivered personally or sent by way of e-mail to the party due to receive the notice or communication at its address set out in this contract or such other address as either party may specify by notice in writing to other.

6.3 In addition ITC will issue material recycling certificate to your company indicating the number of trees saved (As you are aware, one ton of paper recycled can save 22 fully grown trees & 7000 gallons of water.)

#### 1. ADDRESS FOR COMMUNICATION:

Following are the address to which all notices shall be sent:

Local office address (Bengaluru):



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Environmental and Recycling Solutions India  
"WOW" (Well-being Out of Waste)  
No.56, Valagerahalli  
Near R V College, Kengeri,  
Bengaluru - 560060.

For

7.1 Environmental and Recycling Solutions India:  
"WOW" (Well-being Out of Waste)  
No.56, Valagerahalli  
Near R V College, Kengeri,  
Bengaluru - 560060.

For

AMC Engineering College

Address:  
18th K.M, Kalkere,  
Bannerghatta Main Rd,  
Bengaluru, Karnataka 560083

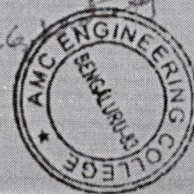
8. Execution of this Agreement shall be deemed to be

8.1 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/companies in order to enter into this Agreement, and

8.2 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.

9. Other Terms:

9.1 Force Majeure: Neither party shall be liable for damages for any delay or failure to perform its obligations here under, 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



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enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any Governmental body.

9.2. Entry into Force and Duration: This Agreement comes into force from 01/09/2019. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. We wish to suggest for open ended document not a periodical document since this recycling activity is continuing activity.

9.3 Any dispute arising out of this Agreement shall be settled amicably between the parties. This Agreement is subjected to the Jurisdiction of Courts at Bangalore.

9.4 AMC Engineering College security has the right to check/ investigate the transporter of wastepaper (including carton boxes)/ vehicle carrying the waste papers and plastic for **Environmental and Recycling Solutions India**.

9.5 The Parties covenant that they will comply with all applicable laws and regulations in their conduct pursuant to this Agreement.

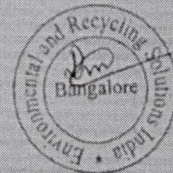
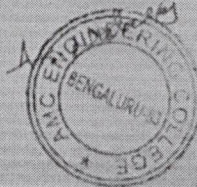
9.6 Both the parties shall agree that it will not make use of, disseminate, or in any way disclose any confidential information to any person, firm or business. Furthermore, the existence of any discussions, negotiations or agreements in progress between the parties shall not be released to any form of public media without written approval of both parties.

9.7 **Environmental and Recycling Solutions India** will help in identifying appropriate/authorized vendors for disposal of Hazardous Waste generated at AMC Engineering College.

#### 10. ANTI BRIBERY:

Both the parties hereby represents, warrants and undertakes that, in connection with the transactions contemplated by this Agreement, any matter pertaining directly or indirectly to this Agreement, including without limitation the negotiation of this Agreement and the fulfilment of [Contracting Party's] obligations hereunder, or any other transactions involving, or undertaken on behalf of, [relevant contracting **AMC Engineering College** entity(ies)] shall not make any payment or transfer anything of value directly or indirectly:

- i) To any government official or employee (including employee of a government corporation or public international organisation) or to any political party or candidate for public office or
- ii) To any other person or entity if such payments or transfers would violate the laws in India.
- iii) It is the intent of the parties that no payment or transfers of value shall be made which have the purpose of effect or public commercial bribery or acceptance or



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Acquiescence in extortion kickbacks or other unlawful or improper means of obtaining business.

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

For  
AMC Engineering College

For  
ENVIRONMENTAL AND  
RECYCLING SOLUTIONS INDIA

*A.G. Nataraj*  
Dr. A G Nataraj  
Principal  
Authorized Signatory

*Madhura R*  
Madhura R  
Director  
Authorized Signatory



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BENGALURU - 560 083.

ITC WOW – Contact Details:

Sl. No	Name	Designation	Phone number	Email Id
1	Mr. Pramod ku Sahoo	Programme officer	09035827105	itcwowbangalore@gmail.com
2	Mr. Srikanth C S	Asst. Manager	09686411133	srikanth.itcwow@gmail.com
3	Mr. Narsinga Rao	Manager -ITC LTD	7032920134	d.narasingarao@itc.in.
4	Ms. Madhura R	Director -ERS India	09916169397	Madhura@ersindia.com

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