

AGREEMENT

This Agreement ("Agreement") is entered into for the period from 26<sup>th</sup> January 2018 to 26<sup>th</sup> December 2018

Between

MIT Academy of Engineering, Dehu Phata, Alandi, Pune – 412105, Maharashtra (herein after referred to as the "Institution") Party No.1

AND

SWaCH Pune Seva Sahakari Sanstha Maryadit, an autonomous fully owned cooperative of waste pickers in Pune which has its office at Old Kothrud Kachra depot, Paud Road, Kothrud, Pune - 411038 (herein after referred to as the "Party No. 2"), Party No.2

WHEREAS, the Institution Party No.1 is willing to donate the Electronic waste generated in their institution (as a part of Smart Campus Cloud Network project implemented by TERRE Policy Centre) by the staff, students and the Institution itself, to SWaCH Pune, Party No.2, in the period as mentioned above.

AND WHEREAS, the Institution requires professional services of a suitable agency to collect, recycle, and/or dispose of all Electronic waste, ("the said Wastes") resulting from the said Site on timely basis;

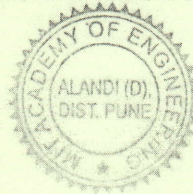
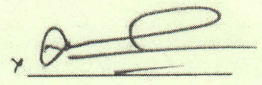
AND WHEREAS, Party No. 2 has assured the Institution, that it can ensure the provision of such services through regular tri-monthly collection or as and when the need be, in accordance with local, state and central regulations;

NOW THIS AGREEMENT WITNESSETH HEREAFTER

1. 1. The Party No. 2 hereby agrees to ensure that E-Waste generated in the premises of the Institution shall be sent for recycling / processing through authorised channels, at the address mentioned above for a period of 12 (Twelve) Months. The Institution shall receive a certificate in lieu of the E-Waste received by the Party No. 2.
1. 2. The logistics of bin placement, collection, transport etc. shall be conducted through the relevant handling service at such commercials as may be applicable.
2. 3. This agreement may be renewed for a subsequent term of 12 months or more by mutual consent in writing based on such consideration as may be agreed at the time of renewal. The parties may amend this agreement in writing.
3. 4. Notices: Any notice required or permitted to be given under this Agreement shall be in writing, shall be deemed duly given if delivered in person or if sent by registered Post, return receipt requested, on the address stated hereinabove.
4. 5. All disputes shall be referred to sole arbitration of the chief executive officer or director of the Party No. 2. Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. Arbitration shall take place in Pune, Maharashtra, India in English.
5. 6. This agreement is subject to Indian Laws and any dispute arising out of the same shall be referred to the courts of appropriate jurisdiction within the city limits of Pune (Maharashtra, India) only.

IN WITNESS WHEREOF,

1. MIT Academy of Engineering, Dehu Phata, Alandi, Pune – 412105, Maharashtra (Party No.1)



DIRECTOR  
MIT Academy of Engineering  
Alandi (D), Pune-412105.

2. SWaCH Cooperative (Party No.2)

