

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "Agreement") is made and entered into as of April 16, 2018, by and between the Campus Manager, Nehru College of Engineering and Research Centre Nila Gardens Pambady, Thiruvilwamala, a part of Nehru Group of Institutions, ("First Party") and Basheer & Co Melepattambi, Pattambi, Palakkad(dist) a Scrap and Metal Dealing Firm ("<u>Second Party</u>"), represented by its proprietor Mr. Abdul Basheer, collectively referred to as the "<u>parties</u>".

Si No. 540 Rs. 100/- Date 13/4/2018 Sole to Nebru College of Engineering El Research Centre - Propady. RUCOLLA 17 APR 2018 K N. SANKARAN O.M.C. VENNDOR OTTAPALAM Nehru College of Engineering and Research Centre Panipady Thiruvilwamala, Thrissur Dt Pin 680 597 Kerala

WHEREAS, Second Party has submitted a proposal in response to the note issued by First Party for disposal of Recyclables, Metals, and eWaste, dated March 3 2018

WHEREAS, First Party has decided to execute MoU with the Second Party in connection with disposal of Recyclable, Metals, and eWaste

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

- 1. There is no Employee Employer relationship between the parties
- 2. Both the First Party and Second Party will bear financial loss incurred to them in case of any disruptions due to unexpected happenings.
- 3. The validity of this MOU shall be Three years (3) initially from the date of execution of this MOU
- 4. Both parties are equally responsible to communicate all the official matters directly to each parties through the official Single Point of Contact (SPOC)
- 5. The scrap will be sold to the second party, as per the market value (the price list appended as Annexure A will be a part of this MoU). Changes in price from time to time will be applicable, in this regard.
- 6. The clearance and transportation of waste shall be the sole responsibility of Second Party
- Nothing in this Agreement shall be deemed to limit the terms and conditions of the Post-Collection Solid Waste issued by the First, or its rights and remedies with respect thereto.

## Miscellaneous

a Company

- a. <u>Amendment</u>. No modification, waiver or amendment of this Agreement or any provision hereof shall be effective unless in writing and signed by the party to be charged.
- b. <u>Assignment</u>. No party may assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other parties.

MISOANEW SANION

PRINCIPAL Nehru College of Engineering and Research Centre Panipady Thiruvilwamala, Thrissur Dt Pin 680 597 Kerala This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 16<sup>th</sup> day of April 2018

APPROVED AS TO FORM:

FIRST PARTY

Campus Manager Nehru College of Engineering and Research Centre Pambady

SECOND PARTY

Abdul Basheer Propreiter, Basheer & Co Pattambi

WITNESS.

1. Sudheer Marar, Sreevalsam Marath, Chelakkara, Thrissur(dist)

2. Ramankutty K T, Kalathparambil house, Killimangalam, Thrissur(dist)



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PRINCIPAL Nehru College of Engineering and Research Centre Campady, Thiruvilwamala Thrissur Dt Pin 680 697 Kerala

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