



नागलैण्ड NAGALAND

02AA 523592

E-WASTE MANAGEMENT AGREEMENT

The Agreement is entered into at Dimapur, Nagaland on this 1 day of October 2018.

By and Between

e-CIRCLE, a firm licensed (License No. 31/1539/2018) under Government of Nagaland having its registered office at **House No. 93, C- Khel, Diphupar, Dimapur, Nagaland**, thereafter referred to as First Party which expression shall unless contrary to and or repugnant to the context mean and include its successors representative and permitted assigns through **any of the partners (Ms. Bendanqwala Walling, Mr. Diethoselhou Khezhe and Ms. SoweteU K. Letro)** to enter into and sign this Agreement for and on behalf of the First Party.

AND

Sakus Mission College, an Educational Institution affiliated to the Nagaland University (NU) established in 1994 thereafter referred to as Second Party which expression shall unless contrary to and or repugnant to the context mean and include its successors representative and permitted assigns through to enter into and sign this Agreement for and on behalf of the **Second Party**.

- A.) The first party is an authorized partner of **Hulladek Recycling Private Limited**, Kolkata for collection and storage of E Waste in the state of Nagaland. **Hulladek Recycling Private Limited** is registered as Approved E-Waste Management Centre (Regn. No: 172/2S(HW)/(EW)-30-94/2015) by the West Bengal Pollution Control Board (WBPCB) under 4, 19(2) and 19(6) of the E-Waste (Management & Handling) Rules, and is operating a facility for the management of E- Waste in Howrah, West Bengal with authorization valid till 31/07/2020.
- B.) The Second Party in compliance of E-Waste (Management & Handling) Rules, 2011 desires to have services for management of their Electronic Waste except liquid waste.

Now, being that the second party is a gold client, this Agreement witnesses the following terms & conditions to be performed by both the parties to the Agreement.

1. The First Party has agreed to pick up, transport, carry and recycle/dispose of the E-Waste from the second party as per the norms prescribed by the Government Authorities from time to time.
2. The First Party has agreed to make available Utilization Certificate confirming that E-Waste provided by the Second party to the First Party has been recycled/ disposed of as per the norms prescribed by the Government Authorities within 60 days of the pick up the E-Waste.
3. The Second party will sign required documents to acknowledge that E-Waste has been handed over to the First Party.
4. The First party shall install "E-waste Collection Bin" of size 2x3 at or any other location as may be prescribed by the second party from time to time.
5. The Second party shall pay a management fee of **Rs. 3000/- per annum** to the First Party for the said "E-waste Collection Bin" to be paid in advance.
6. The Second Party will accumulate all E-Waste in the "E-waste Collection Bin" provided by the first party and inform to the first party once reasonable volume has accumulated. The pickups confirmed by the Second Party will be carried out on a priority basis within three days from the date of request.
7. The Second Part has agreed that, any money payable/receivable by the First party will be identified and settled among the parties involved within 0-6 days from the date of pick up or may be mutually decided from time to time.
8. The second party's responsibility will cease once electronic waste has been handed over to the First Party as per clause 3 above. Thereafter, no liability would accrue to the Second party on account of e-waste.
9. This agreement will be in force for a period of **1 year** from the date of execution of this Agreement and can be renewed at the end of every period by mutual consent.
10. Records & data of the e-waste material procured will be maintained and transparently shared by the first party.
11. The Second Party has agreed that the general waste such as municipal solid Waste will not be included in the E-Waste.
12. It is clearly agreed that all the E-waste procured by or in the possession of the second party will be exclusively managed by the first party as per the terms and conditions specified above.
13. Either party can terminate this Agreement by giving 90 days written notice in advance to the other party citing reasonable grounds for such action. However the other party is not entitled to claim any compensation for such premature termination if with reasonable sufficient grounds.

"First Party"

M/s. e-CIRCLE



PARTNER

Authorized Signatory

[Handwritten Signature]
11/10/18 (Partner)

Witness: -



[Handwritten Signature]
11/10/18

"Second Party"

Authorized Signatory

[Handwritten Signature]

Principal.

Sakus Mission College

Witnessapur : Nagaland

[Handwritten Signature]
Akhonking Dolha
Asst. Professor (11/10/2018)
SMC