



AUXILIUM COLLEGE (Autonomous)

(Accredited by NAAC with A+ Grade with a CGPA of 3.55 out of 4 in the 3rd cycle)
Gandhi Nagar, Vellore – 6.

E-WASTE-MoU



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on **11-Apr-2023**, by and between:

WILLYS ENTERPRISES

16/4, 16/5, Autonagar, Perumugai,
Vellore, 632009

and

**Auxilium College (Autonomous),
Gandhi Nagar,
Vellore - 632 006, Tamil Nadu.**

WHEREAS, WILLYS ENTERPRISES is engaged in the business of e-waste recycling, and Auxilium College (Autonomous) desires to engage the services of WILLYS ENTERPRISES for the purpose of recycling electronic waste;

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. Scope of Services:

WILLYS ENTERPRISES agrees to provide e-waste recycling services to Auxilium College (Autonomous) in accordance with the terms and conditions of this MOU. The services may include the collection, transportation, processing, and recycling of electronic waste.

2. Compliance with Indian Rules and Standards:

a. WILLYS ENTERPRISES agrees to comply with all applicable laws, rules, and regulations related to e-waste recycling in India, including but not limited to the E-Waste (Management and Handling) Rules, 2016.

b. WILLYS ENTERPRISES will ensure that the recycling process adheres to the standards set by the Central Pollution Control Board (CPCB) and any other relevant regulatory authorities.

3. E-Waste Collection and Transportation:

a. Auxilium College (Autonomous) will provide accurate details of the e-waste to be recycled, including types, quantities, and locations for collection.

b. WILLYS ENTERPRISES will be responsible for the safe and environmentally sound collection and transportation of the e-waste from the designated locations.

4. Recycling Process:

a. WILLYS ENTERPRISES will employ best practices in the recycling process to ensure the maximum recovery of resources and the minimization of environmental impact.

b. Auxilium College (Autonomous) will be kept informed of the recycling process and provided with any necessary documentation, including certificates of recycling.

5. Data Security:



- a. WILLYS ENTERPRISES will take all necessary measures to ensure the security and confidentiality of any data-containing devices during the recycling process.
- b. Auxilium College (Autonomous) is responsible for removing any sensitive or confidential data from the devices before handing them over for recycling.

6. Commercial Terms & Conditions:

- a. **Service Charge:** The service charges for the e-waste recycling services will be Agreed Amount per unit or as mutually agreed upon by both parties.
- b. **Payment Terms:** As per agreed terms between WILLYS ENTERPRISES and Auxilium College (Autonomous), valuation will be based on the present fair market rates.
- c. **Other Terms and Conditions:** Any additional terms and conditions related to the commercial aspects of the engagement shall be detailed in a separate Commercial Agreement or Invoice.

7. Duration:

This MOU shall commence on 11-Apr-2023 and remain in effect until **3 Years** of completion for the agreed-upon services, unless terminated earlier by mutual agreement. This MOU shall be renewed on mutual agreement after completion of the above duration.

8. Reporting and Documentation:

- a. WILLYS ENTERPRISES will provide Auxilium College (Autonomous) with regular reports on the quantities and types of e-waste collected and recycled.
- b. WILLYS ENTERPRISES will furnish necessary documentation, including the "Form 6" as per E-Waste Rules, to evidence proper disposal and recycling.

9. Suspension, Revocation, Termination:

Either party may suspend, revoke, or terminate this MOU upon **2 months** written notice to the other party in the event of a material breach of any provision herein. Termination shall not relieve the parties of any obligations incurred prior to termination.

10. Dispute Settlement and Jurisdiction:

a. Any disputes or differences arising out of or in connection with this MOU, including any question regarding its existence, validity, or termination, shall be settled amicably through good-faith negotiations between the parties. In the event that a resolution cannot be reached within **60 days**, the dispute shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The place of arbitration shall be Vellore, Tamil Nadu, India. The language of the arbitration proceedings and all documents and communications related thereto shall be in English. The arbitral award shall be final and binding upon both parties.

b. Notwithstanding the arbitration clause above, either party may seek injunctive relief or specific performance from the courts in Vellore, Tamil Nadu, India, to enforce or prevent the violation of any terms of this MOU. The courts in Vellore, Tamil Nadu, India, shall have exclusive jurisdiction over any legal proceedings arising out of or in connection with this MOU, and the parties hereby submit to the jurisdiction of those courts for such purposes.

11. Force Majeure:

Neither party shall be liable for any failure or delay in performance under this MOU due to any cause beyond its reasonable control, including acts of God, acts of government, acts of terrorism, natural disasters, or other force majeure events.





12. Indemnification:

WILLYS ENTERPRISES agrees to indemnify and hold Auxilium College (Autonomous) harmless from and against any claims, damages, liabilities, costs, and expenses arising out of or related to the e-waste recycling services provided by WILLYS ENTERPRISES.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

X *Ebenezer Joshua*

Ebenezer Joshua
CEO

Date: 11.04.23

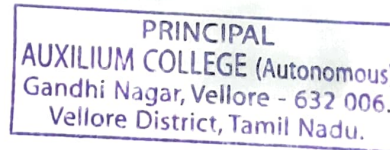
Witness:



X *Dr. S. Suresh*
11.04.23

Auxilium College (Autonomous)
The Principal

Date: 11-04-23



X *B. Prasad*
WILLYS ENTERPRISES
Authorized Representative

Date: 11.04.23

X *S. Anala Valarmathy*

Auxilium College (Autonomous)
Vice Principal

Date: 11.04.23

