

കേരളം केरल KERALA

BN 095386

AGREEMENT

This Agreement - ("Agreement") is signed on 30th -March-2017.

BY AND BETWEEN:

SH College Thevara registered under Indian Trust Act 1882, having its office at Thevara , represented by its Authorized Signatory Dr.Prasant Payyappilly (College Principal) , and hereinafter referred to as "**SH College Thevara**" (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

NO.....48392.....DATE 31.3.2017
VALUE OF RS100
SOLD TO.....Eco Ryde.....Embalam


M. U. ABDUL AZEEZ
HIGH COURT VENDOR



AND

Ecorycle Enterprises, a company having its office at, 27/2366, Smarto Road, Kadavanthra, Cochin- 682020 , represented through Mrs. Fathima Anika here-in-after called “**Ecorycle Enterprises**” referred to as a party of the second party (which expression shall, unless repugnant to the context or meaning there of, mean and include its executors, authorized representatives, administrators, successors-in-interest and permitted assigns).

Where **SH College Thevara** has agreed to partner in this project and give away the paper and plastic waste generated in its organization and premises. The collection of dry recyclables from **SH College Thevara** will be initiated by **Ecorycle Enterprises** as per schedule, where both the parties agreed mutually.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

This Agreement is intended to create a synergic alliance between **SH College Thevara** & **Ecorycle Enterprises** for 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:

SH College Thevara	
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Contact person	Mr. P.M.Joseph
Designation	
Mobile No	
Land Line No	
Email ID	
Preferable week day for pick-up	Monday to Friday
Time:	8.30am to 4.00pm

3. Quality & Quantity

3.1 Material should be free from food particles, without any contamination of garbage, municipal waste , medical waste or any item which are detrimental to WOW initiative

3.2 Minimum required quantity is 500 Kg.

4. Roles and Responsibilities of SH College Thevara :

4.1 SH College Thevara shall identify the quantum of wastepaper and plastic generated at various locations.

4.2 SH College Thevara would store the wastepaper and plastic and Ecorycle Enterprises would pick up at mutually agreed schedule.

4.3 SH College Thevara agrees to appoint personnel as its representative to coordinate on various activities identified in this Agreement and to notify Ecorycle Enterprises within one month of any change in responsibility.

4.4 SH College Thevara shall allocate for itself sufficient covered storage space for keeping the material safely.

4.5 A sale invoice in the name of Ecorycle Enterprises shall be issued with local VAT (prevailing rate 5%) to enable faster payment. Invoice will be sent by post / courier to the address given in this Agreement 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 Ecorycle Enterprises for speedy processing.

4.6 Payment will be processed within two days from the date of receipt of the invoice along with gate pass and weighment slip.

5. Roles and Responsibilities of ECORYCLE ENTERPRISES :

5.1 ECORYCLE ENTERPRISES shall pay a sum of
Rupees Ten Thousand Rupees (Rs.9,000/-) Per Ton for white waste paper.
Rupees Nine Thousand (Rs.9,000) per ton for old news paper.
Rupees Seven Thousand (Rs 7,000) per Ton of old note books (without wrapper)
Rupees Four Thousand (Rs 4,000) for old books and magazines
Rupees Six Thousand (Rs.6,000) Per Ton for flattened carton box.
Rupees Five Thousand (Rs.5, 000) Per ton for old office Records.
Rupees Six Thousand (Rs.6,000/-) Per Ton for plastics, metal etc
Free of Cost for Dust Bin Waste paper and Thermocole
collected plus applicable VAT which is 5% at present.

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

5.3 ECORYCLE ENTERPRISES shall not use or disseminate any confidential information printed on the wastepaper if the wastepaper is not properly shredded by and the information is legible.

5.4 Mr.Feroz Munshi, Materials Manager and **Ms. Nimmi Xavier** Program coordinator from **ITC Ltd-PSPD, Coimbatore Unit** shall be the appointed representatives to coordinate on various activities identified in this Agreement and to notify **SH College Thevara** , within one month of any change in responsibility.

6. Roles and Responsibilities in General :

6.1 The details laid out in this Agreement, notwithstanding the essence and spirit of this Agreement is an understanding between **SH College Thevara** and **ECORYCLE ENTERPRISES**.

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.

7. ADDRESS FOR COMMUNICATION:

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

For

7.1 Ecorycle Enterprises

27/2366

Smarto Road

Kadavanthra 682020

Cochin

For

7.2 SH College Thevara

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 Agreement 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 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 valid day. 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 continues activity.

9.3 Any dispute arising out of this Agreement shall be settled amicably between the parties. This Agreement is subjected to the exclusive jurisdiction of the competent courts at Ernakulam

9.4 SH College Thevara security department shall have the right to check/ investigate the transporter of wastepaper (including carton boxes)/ vehicle carrying the waste papers and plastic for **Ecorycle Enterprises**

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 respective party's obligations hereunder, or any other transactions involving, or undertaken on behalf of, respective parties) 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

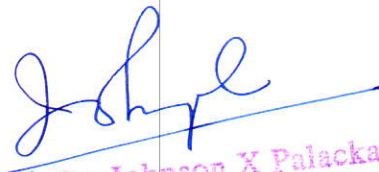
ii) To any other person or entity if such payments or transfers would violate the laws in India.

iii) It is the intent of the parties that no payment or transfers of value shall be made which have the purpose or effect of public commercial bribery or acceptance or 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 SH College Thevara

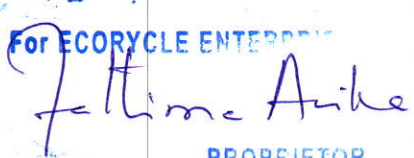
Authorized Signatory


Dr. Johnson X Palackappil
Principal
Sacred Heart College (Autonomous)
Thevara, Kochi-682 013



For Ecorycle Enterprises

Authorized Signatory


For ECORYCLE ENTERPRISES
Fathima Arike
PROPRIETOR

Contact Details:

Sl. No	Name	Designation	Phone number	Email Id
1	Mr.Feroz Munshi	Material Manager -ITC LTD - Kovai	9500999115	Feroz.munshi@itc.in
2	Ms .Nimmi Xavier	Programme Coordinator	9400235955	wownimmixavier@gmail.com

3	Mrs. Fathima Anika	Manager	9400295099	fathima@ecorycle.com
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