

MEMORANDUM OF UNDERSTANDING

This MoU has been allotted on 21st day of Dec 2021,

Between

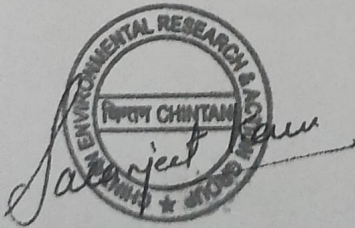
ARYABHATTA COLLEGE, University of Delhi, Anand Niketan, South Campus, New Delhi – 110021 located in South Delhi district.

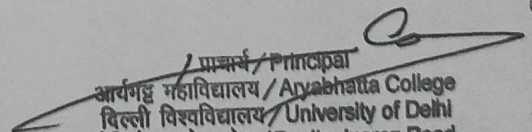
and

CHINTAN Environmental Research and Action Group, hereafter referred to as CHINTAN, a registered organization having its registered office address at 238 Sidhartha Enclave, New Delhi- 110014.

Whereas:

1. ARYABHATTA COLLEGE is a constituent college of the University of Delhi and is located in South Delhi.
2. CHINTAN is a non-governmental organization involved in the better management of Solid Waste Management (SWM) in Delhi and its surrounding area.
3. Both organizations propose to improve Solid Waste Management at ARYABHATTA COLLEGE, Delhi in the public interest through upgradation of sanitation workers' skills and better management.




Principal
आर्यभट्ट महाविद्यालय / Aryabhatta College
दिल्ली विश्वविद्यालय / University of Delhi
बेनिटो हुआरेज रोड / Benito Juarez Road
नई दिल्ली-110021 / New Delhi-110021

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. ENGAGEMENT

Subject to the terms and conditions of this agreement, ARYABHATTA COLLEGE will facilitate and engage CHINTAN to train sanitation staff, canteen staff and gardeners who are performing waste collection from the college campus. Chintan will also provide knowledge partnership in creating a manual Materials Recovery Facility (henceforth referred to as MRF) in Aryabhata College and provide supervision to the above staff in the tasks of secondary segregation and composting at the Campus.

2. REPRESENTATIONS AND WARRANTIES OF ARYABHATTA COLLEGE and CHINTAN

2.1. ARYABHATTA COLLEGE represents and warrants to CHINTAN that:

2.1.1. ARYABHATTA COLLEGE has full power and authority to grant this project.


2.1.2. ARYABHATTA COLLEGE has taken all necessary action to authorize the execution, delivery and performance of the work needed to meet the requirements of this Memorandum of Understanding.

2.1.3. This Memorandum of Understanding constitutes ARYABHATTA COLLEGE's legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

2.2. CHINTAN represents and warrants to ARYABHATTA COLLEGE that:

2.2.1. CHINTAN has full power and authority to follow the guidelines mentioned in this Memorandum of Understanding.

2.2.2. CHINTAN has taken all necessary action to authorize the execution, delivery and performance of this Memorandum of Understanding;

Saurabh


Co
 प्राचार्य / Principal
 अर्यभट्ट महाविद्यालय / Aryabhata College
 दिल्ली विश्वविद्यालय / University of Delhi
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2.2.3. This Memorandum of Understanding constitutes CHINTAN'S legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

2.3. In the event that any of the representations or warranties made/given by a party ceases to be true or stands changed, the party who made such representation or given such warranty shall promptly notify the other of the same.

3. CHINTAN'S OBLIGATIONS

3.1. CHINTAN will train the above mentioned staff, performing waste collection from the college campus on:

3.1.1. Segregation

3.1.2. Composting

3.1.3. Safety and hygiene

3.1.4. Financial awareness


3.1.5. Professionalism and communication

3.2. CHINTAN will provide knowledge partnership in building a manual Material Recovery Facility (MRF) and composting unit on the land provided by ARYABHATTA COLLEGE.

3.3. CHINTAN will provide one supervisor, if required by the College, to monitor and guide the above mentioned staff on segregation and composting and to monitor the operations of the MRF.

3.4. CHITNAN will do outreach via WhatsApp for everyone's continued safety to create awareness amongst college students and staff.

3.5. CHINTAN will assist and guide the above mentioned staff in getting access to social security such as Aadhaar, Bank Account, and Accidental Insurance.

Sachin Kumar


[Signature]
 प्राचार्य / Principal
 आर्यभट्ट महाविद्यालय / Aryabhata College
 दिल्ली विश्वविद्यालय / University of Delhi
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4. ARYABHATTA COLLEGE'S OBLIGATIONS

4.1. ARYABHATTA COLLEGE will ensure that there is location provided to CHINTAN for the MRF such location is appropriate for the purpose. This includes:

4.1.1. ARYABHATTA COLLEGE will ensure that adequate access to water and electricity is provided.

4.1.2. ARYABHATTA COLLEGE will ensure the safety of all workers at all times.

4.1.3. ARYABHATTA COLLEGE will provide the location for composting and the costs associated with creating compost pits etc. to make compost, if required by the College.

4.2. Any monetary expenses related to the setting-up of the MRF shall be borne by ARYABHATTA COLLEGE.

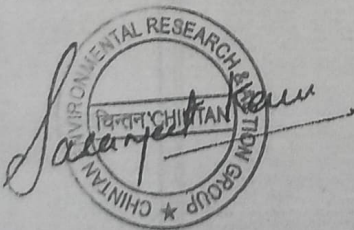
4.3. ARYABHATTA COLLEGE will consider allocating more space if it is required for building MRF.

5. TERMS AND CONDITIONS

The Memorandum of Understanding issued to this project will be of 2 years from __ date ("Initial Term") to __ date ("Expiry Term"). Both the Parties may renew this Agreement on mutual understanding on the expiry of the Initial Term.

6. PAYMENT TERMS AND CONDITIONS

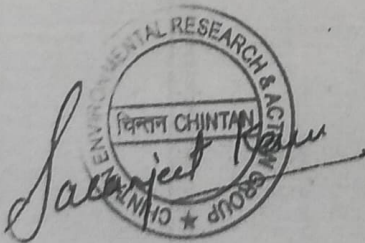
CHINTAN will provide one supervisor, if required by the College, for the duration of the agreement. ARYABHATTA COLLEGE will pay CHINTAN Rs. 800 per day or a consolidated amount of Rs. 22,200 per month for the supervisor plus GST. CHINTAN will charge Rs. 7,000 + GST for each Waste Audit and Rs. 3,000 per session + GST for training students and college teaching staff on waste management good practices. CHINTAN will provide safe disposal service for hazardous waste such as batteries, CFL bulbs, sanitary napkins etc. at Rs.30/kg (This rate is based on government directives and might change based on rate updates by the government).



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7. OTHER TERMS

- 7.1. CHINTAN is an independent agency working not as a subcontractor of ARYABHATTA COLLEGE but in association with ARYABHATTA COLLEGE for proper implementation of Rules and Policies for Solid Waste Management. Nothing contained in this Agreement shall be construed or interpreted as constituting a sub-contractual relationship or ownership by Chintan of the property. Neither party shall have any authority to bind the other in any manner whatsoever.
- 7.2. Agreement and the schedules together constitute a complete and exclusive understanding of the terms of the agreement between the parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the parties hereto and evidenced in writing.
- 7.3. The agreement shall be governed by and construed according to the laws of India without regard to its conflict of law provisions. Each party irrevocably consents to jurisdiction of the courts at Delhi.
- 7.4. ARYABHATTA COLLEGE shall in no way be liable or responsible for the supervisors employed by CHINTAN except to the extent of terms of this agreement. The supervisors employed by CHINTAN shall not, in any way, claim to be the employees of ARYABHATTA COLLEGE.
- 7.5. In the event of any dispute or difference arising out of this agreement between the parties, the same shall be settled amicably between the parties. In the event of an amicable settlement not reached within 15 days of the dispute, the dispute shall be referred to arbitration by a sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modification or re-enactment thereof for the time being in force. The arbitration shall be held at Delhi and proceedings shall be in the English language. The arbitrator shall be mutually appointed by the parties.



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IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE
DATE FIRST ABOVE WRITTEN

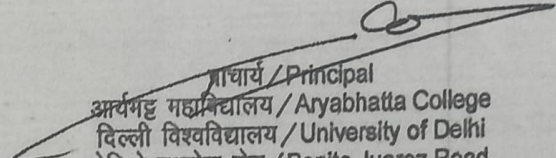


Name: Saranjeet Kaur, Sr. Asst. Manager

Chintan

Place: New Delhi

Date:



प्राचार्य / Principal
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Name: Prof. MANOS SINHA

Place: New Delhi

Date: