



GANDHI MEMORIAL NATIONAL COLLEGE, AMBALA CANTT-133001

Phones : 0171-2640321 (O) Fax : 0171-2633151

Ref. No. GMNC/IAAC/67/01

Dated...11/05/21

Agreement for disposal E Waste.

This Agreement for collection, storage, transportation, dismantling and recycling of E waste (hereinafter referred to as the "Agreement") is made at Ambala on this day of July 18, 2018.

Between

Gandhi Memorial National College commonly known as GMN College, is a graduate and post graduate college, established in 1948 and situated in Ambala Cantonment (hereinafter referred as "**Customer**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their successors, legal representatives and permitted assigns) of the one Part.;

And

Next Generation Computers, a Partnership Concern, and having its registered office at SCO 419-20, 1st Floor, Sector 35C, Chandigarh, India (hereinafter referred to as 'NextGEN' which expression shall unless repugnant to the context and meaning thereof mean and include its successors and permitted assigns) of the Other Part;

Customer and NextGEN shall be individually and collectively referred as "Party" and "Parties" respectively.

WHEREAS –

1. The customer namely Gandhi Memorial National College commonly known as GMN College, is a graduate and post graduate college, established in 1916 and situated in Ambala Cantonment, India on the Ambala-Jagadhri highway. Originally established in Lahore, the college was re-established in Ambala in 1948 after the partition of India in 1947. The customer generates e-waste while carrying out academic activities while using Computers, Printers and other Electronic parts (hereinafter referred to as "**e waste**") and more particularly specified in **Annexure – I** hereto) and intends to dispose of the said e waste generated as per guidelines of the Central Pollution Control Board (CPCB), Ministry of Environment & Forests.
2. NextGEN has represented that it is a certified Collection Centre of **RESPL**, an e-waste disposal agency by the Utrakhand Environment Protection & Pollution Control Board bearing Registration Number UEPPCB/HO/E-Waste Recycler/03/2014/1547, issued on 03.03.2014 and is operating a facility for collection, storage, transportation, dismantling and recycling of E waste and have sufficient infrastructure, manpower, skills and facilities to dispose of the





GANDHI MEMORIAL NATIONAL COLLEGE, AMBALA CANTT-133001

Phones : 0171-2640321 (O) Fax : 0171-2633151

Ref. No. GMNC/ IQAL/ 67/01

Dated 11/05/2021

said e waste without harming the environment in the manner prescribed by the concerned authorities.

3. Upon the representations of NextGEN, the Customer has agreed to provide and NextGEN has agreed to ensure compliance to E Waste (Management and Handling) Rules, 2016 or any modification or enactment thereof ("Rules"), take charge of the said e- waste, collect, remove and dispose of the same from all the locations as specified by Customer from time to time in the manner prescribed by the concerned authorities on the following terms and conditions agreed to between the parties.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

I) NextGEN's responsibilities:

1. The Customer hereby appoints NextGEN as the e-waste recyclers for its e waste.
2. NextGEN in association with RESPL shall ensure compliance to all applicable provisions of the Rules including but not limited to registration, maintenance of records, filing of returns etc.
3. The Customer agrees to provide e-waste and the NextGEN agrees to take charge of the e-waste.
4. The Customer shall send written intimation to NextGEN whenever specified quantity of e-waste is accumulated/generated. The said e-waste shall be collected from the specified location within 7 days of intimation by the Customer. It will be the responsibility of the NextGEN to collect the same and have the same transported from the location as may be specified by the Customer from time to time to recycler's facility at its own costs & expenses in accordance with the guidelines and procedures prescribed by applicable authorities/laws.
5. NextGEN will get Form 6 signed from the authorised representative of the Customer as an acknowledgement of e-waste handed over.
6. The representative of NextGEN shall have the right to inspect the said e-waste before the said e-waste is collected from the specified location.
7. NextGEN shall lift the specified material at the rates mutually agreed between the parties. NextGEN also agrees to pay the value of the e-waste before lifting the material from the premises of Customer.





GANDHI MEMORIAL NATIONAL COLLEGE, AMBALA CANTT-133001

Phones : 0171-2640321 (O) Fax : 0171-2633151

Ref. No. GMNC/10AC/57/01

Dated..11/05/2021

8. It would be the responsibility of NextGEN for safe & secured transition of the e-waste collected from the specified location to the destination.
9. The responsibility of safe & secured storage, segregation, recycling, extraction, destruction, disposal of the e-waste will be that of NextGEN in association RESPL as per the guidelines of the Central and relevant State Pollution Control Board and other authorities and RESPL shall issue a destruction certificate and a detailed report to the Customer within 45 days from the date of collection of the e-waste from the Customer.
10. NextGEN warrants that it shall not compromise with the data stored on e-waste handed over by the Customer or any other data devices received along with the e-waste. NextGEN also warrants that all data shall be destroyed and NextGEN shall issue a certificate certifying the destruction of any data present in the e waste handed over to them.

II) Code of Conduct

Parties agree to conduct all their dealings with the other Party, its management, employees and other business associates, in a very ethical manner. This includes billing for only the Services provided and seeking to be compensated fairly as per the business arrangements and not in any other unfair manner.

NextGEN agrees that it shall always comply with the Company's code of conduct attached herewith as **Annexure I**.

NextGEN undertakes to confirm its compliance to ethical dealings on an annual basis, by signing a certificate to the effect that it has complied with the Company's code of conduct in all dealings with the Customer.

III) Confidentiality

NextGEN acknowledges and agrees that all it shall throughout the term of this Agreement and even thereafter ensure any Confidential Information of Company is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by Customer. It shall use such Confidential Information only for the purpose for which it was disclosed by Customer and shall not use or exploit such Confidential Information for its own benefit or the benefit of another; Protect the Confidential Information against disclosure to third parties in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects its confidential information of similar importance; and limit disclosure of Confidential Information received under this Agreement to persons within its organization who have a need to know such Confidential Information in the course of the performance of their duties for the purpose of this Agreement and who



GANDHI MEMORIAL NATIONAL COLLEGE, AMBALA CANTT-133001

Phones : 0171-2640321 (O) Fax : 0171-2633151

Ref. No. GMNC/ 10AC/67/01

Dated 11/05/2021

are bound to protect the confidentiality of such Confidential Information under a written agreement having terms substantially similar to the terms hereof.

At the expiration or termination of this Agreement, for any reasons as provided for in the Agreement, all such documented confidential information (and all copies thereof whether in the documented form or disc or in any other media) owned by a Party ("Requesting Party" hereinafter) will be returned immediately to the Requesting Party or will be destroyed, with written certification thereof being given to the Requesting Party, provided that each Party may retain, in the sole custody of its Legal Counsel's Office, certain categories of confidential information identified to the Requesting Party and which are reasonably necessary to substantiate compliance with this Agreement or otherwise required for financial or operational auditing purposes. Any residual retention will remain subject to the confidentiality obligations under this Agreement. When such retained information is no longer reasonably required, it shall be returned to the Requesting Party or will be destroyed, with written certification thereof to the Requesting Party.

The contents of this Agreement shall be deemed to be confidential. This clause shall survive for a period of 5 years from the date of termination and earlier determination of this Agreement.

IV) Term and Termination:

1. The duration of the Agreement shall be Three years from the date hereof, unless it is terminated earlier as hereinafter provided. On the expiration of the said period, the agreement shall stand terminated and may be renewed by the parties with mutual consent at any time during the pendency of the agreement or even after.
2. If any party hereto commits breach of any terms of this agreement the other party will be entitled to give notice to the other party to rectify the breach within 30 days of the receipt of notice and if breach is not rectified, then the party giving notice shall be entitled to terminate this Agreement.
3. Either Party may voluntarily terminate this agreement by giving 30 days' notice to the other party. Also the agreement may be terminated if:
 - a) The either party goes into liquidation, voluntary or compulsory or
 - b) If either party feels that the continuance of the agreement is prejudicial to the business of the party for any reason, in such case this agreement can be terminated by either party by giving one month's notice in writing to the other party.



GANDHI MEMORIAL NATIONAL COLLEGE, AMBALA CANTT-133001

Phones : 0171-2640321 (O) Fax : 0171-2633151

Ref. No. GMNC/ I.O.B.L./ 67/01

Dated... 11/05/2021

- c) If the agreement becomes impossible of performance by reason of College of customer being closed for more than 3 months due to strike of the employees of the customer or by reason of the customer closing its business in respect of the said goods or by reason of any force majeure.

V) General Clauses

1. Assignment

NextGEN shall not assign or purport to assign or otherwise deal with any of its rights and obligations hereunder, except with the express prior written consent of the Customer.

2. Notice

Except as specifically provided elsewhere in this Agreement, all notices required or permitted to be given by one Party to the other under this Agreement shall be in writing and shall be sufficient if made (i) by personal delivery, (including delivery by any commercial delivery service with acknowledgment received); or (ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by facsimile transmission ("Fax") to the Parties at the respective addresses mentioned in this Agreement or to such other person or address as the Party to receive the notice has designated by notice to RESPL. The date upon which such notice is so actually delivered; or if the notice is given by registered or certified mail, the date upon which it is deposited in the mail; or if sent by Fax, the date on which the Fax was sent, provided an original is received by the addressee by any commercial delivery service within two (2) business days of the Fax, shall be deemed to be the date of such notice, irrespective of the date appearing therein.

3. Waiver

Failure to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition of this Agreement or the right to subsequently enforce such term or condition in the future. No waiver, by either Party, of any provision of this Agreement shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.

4. Severability

If any provision of this Agreement shall be found by any Government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The



GANDHI MEMORIAL NATIONAL COLLEGE, AMBALA CANTT-133001

Phones : 0171-2640321 (O) Fax : 0171-2633151

Ref. No. GMNC/ (DRL) 67/01

Dated. 11/05/2021

Parties hereby agree to attempt to substitute for any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

5. Survival

Any and all obligations under this Agreement which, by their very nature should reasonably survive the termination or expiration of this Agreement, will so survive, including, but not limited to, those arising from the NextGEN's warranty, confidentiality, Intellectual Property and non-solicitation provisions of this Agreement.

6. Force Majeure

No failure or omission by either Party to carry out or observe or perform any of the terms and conditions of this Agreement shall give rise to any claim against such Party or be deemed a breach of this Agreement if such failure or omission arises from an act of God, an act or omission of Government, war or military operations, national or local emergency, acts or omissions of Government, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom the Party is not responsible or any other cause whether similar or dissimilar outside such Party's control.

7. Counterparts, Captions & References to Statutes or Statutory Provision

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The captions and headings are for convenience of reference only and shall not be used to construe or interpret this Agreement. References to any statute or statutory provisions shall be construed as references to such statutes or statutory provision as existing or as subsequently amended or re-enacted or as is modified in their application by any other statutes or statutory provision (whether before or after the date hereof) and shall include any modification or re-enactment thereof and shall include subordinate legislation or rules made under the relevant statute.

8. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all oral and written representations and agreements between the Parties including, but not limited to any earlier agreement relating to the subject matter thereof or any other agreement between the Parties in relation to the subject matter hereof. However, this



GANDHI MEMORIAL NATIONAL COLLEGE, AMBALA CANTT-133001

Phones : 0171-2640321 (O) Fax : 0171-2633151

Ref. No. GMNC/10AC/67/01

Dated..11/05/2021

Agreement will not relieve the Parties from their respective rights and obligations against each other arising out of or in connection with any previous agreement.

10. Indemnification

NextGEN shall discharge its obligations under this Agreement in compliance with all applicable laws. It is agreed and understood by the Parties that the Customer/its Affiliates/its Agents shall not in any manner be held liable for any acts or omissions of NextGEN/its Affiliates/their associates or employees in relation to the discharge of NextGEN's obligations hereunder, irrespective of whether or not the Customer/its Affiliates/Agents were aware of such acts or omissions or the consequences thereof. NextGEN agrees to indemnify, defend and hold harmless the Customer, its Affiliates and its Agents and their officers, directors, employees and agents from and against any and all losses, liabilities, claims pertaining to injury to any persons/damage to any property, obligations, damages, costs, expenses (including, without limitation, reasonable attorneys' fees) which directly or indirectly result from, arise in connection with or are related in any way to the provision of any services by NextGEN/its Affiliates or their associates or employees.

11. Relationship

The relationship of Parties established by this Agreement is that of independent contractors, and nothing in this Agreement shall be construed: (1) to give either party the power to direct or control the daily activities of the other party; (2) to constitute the parties as employer and employee, principal and agent, partners, joint ventures, co-owners or otherwise as participants in a joint undertaking; or (3) to allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

12. Compliance with Laws

Both the Parties shall comply with all applicable laws, regulations and standards of all jurisdictions applicable to such Party's performance under this Agreement. Specifically, both Parties will refrain from activities and have procedures in place to prevent activities that are illegal, unethical or which might bring either Party or the products/services into disrepute, or which might constitute or represent a serious conflict of interest, or which might give the appearance of impropriety. This includes all applicable domestic and international: anti-corruption laws and regulations prohibiting the payment of commercial or private bribes, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA") and the Prevention of Corruption Act, which prohibit corrupt offers, directly or indirectly, to a government official (including any government employee or candidate for public office, or





GANDHI MEMORIAL NATIONAL COLLEGE, AMBALA CANTT-133001

Phones : 0171-2640321 (O) Fax : 0171-2633151

Ref. No. GMNC/ J.O.A.C./67/01

Dated 11/05/2021

any employee of a government-owned or government-controlled Client, public international organization, or political Party) to secure any improper commercial advantage. Both Parties shall not make any payment to induce officials to perform routine functions they are otherwise obligated to perform, also known as "facilitating payments." Furthermore, both Parties shall refrain from making any payment to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage.

IN WITNESS WHEREOF the parties have put their respective signatures hereunder the day and year first hereinabove written.

For Gandhi Memorial National College

For Next Generation Computers


Principal
Principal
G.M.N. COLLEGE
Ambala Cantt


Director & CEO




GANDHI MEMORIAL NATIONAL COLLEGE, AMBALA CANTT-133001

Phones : 0171-2640321 (O) Fax : 0171-2633151

Ref. No. GMNC/ (O.A.C.)/67/01

Dated: 11/05/2021

Sr. No.	Categories of electrical and electronic equipment
i	Information technology and telecommunication equipment:
	Centralized data processing: Mainframes, Minicomputers
	Personal Computing: Personal Computers (Central Processing Unit with input and output devices)
	Personal Computing: Laptop Computers (Central Processing Unit with input and output devices)
	Personal Computing: Notebook Computers
	Personal Computing: Notepad Computers
	Printers including cartridges
	Copying equipment
	Electrical and electronic typewriters
	User terminals and systems
	Facsimile
	Telex
	Telephones
	Pay telephones
	Cordless telephones
	Cellular telephones
	Answering systems
i	Consumer electrical and electronics:
i	Television sets (including sets based on (Liquid Crystal Display and Light Emitting Diode technology)
	Refrigerator
	Washing Machine
	Air-conditioners excluding centralized air conditioning plants
	Fluorescent and other Mercury containing lamps


Principal
G.M.N. COLLEGE
Ambala Cantt



Deno

प्रेषक

✓ Dr Anje Jain / H.C.

21/04/2021

127

प्रेषित

मुख्य सफाई निरीक्षक,
नगर परिषद, अम्बाला सदर।



Principal,
Gandhi Memorial National College,
Ambala Cantt - 133001.

क्रमांक MCA/2021/621

दिनांक 27/04/2021

विषय:- पॉलिथीन प्रबंधन बारे।

उपरोक्त विषय पर आपके द्वारा दिये गये पत्र के संदर्भ में आपको लिखा जाता है कि आप इक्ट्ठे किये गये पॉलिथीन बैग को किसी भी कार्यदिवस में नगर परिषद, अम्बाला सदर पहुंचा सकते हैं या आप दूरभाष न0. 9418984046 पर श्री अनुराग जी से संपर्क करके कॉलेज में पॉलिथीन उठवा सकते हैं।


मुख्य सफाई निरीक्षक
Chief Sanitary Inspector
नगर Municipal Council
Ambala Sadar