

MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding (MOU) is signed on 02/05/2022

AMONG:

Rayburn College an institution permanently affiliated to Manipur University under permission No. MU/1-65/98/CDC/136 and recognized by the University Grant Commission (UGC) under section 2(f) @ 12(B) of UGC Act, 1956, No. 8-29/2015(CCP-I/C) and having its institution located at **BSF Road, Gangpimual, Churachandpur – 795006, Manipur** represented by its Authorized Signatory **Rev. Dr. Khen P Tombing** and hereinafter referred to as "**First Party**", (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

AND

If Not Now, When? (iNOW) a registered Society under having its Registered office at;- **Lingsiphai village , Churachandpur-795006, Manipur** and Corporate office at **Apurva Apartment, Rajgarh Road Guwahati - 781003, Kamurp (M) Assam** represented through its Managing Director, hereinafter called "**iNOW**", referred to as a party of the second party (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).

Whereas **iNOW**, a partner of **RECYKAL**, an **EPR wing of Rapidue Technologies Pvt Ltd (Central Pollution Control Board certified entity)** will collect dry recyclable waste-paper, plastic, iron, metals and e-waste and send to **Rapidue Technologies Pvt Ltd** designated factories for Recycling located at several parts of India, which is fully compliant with the Environment (Protection) Act, 1986 and the Municipal Solid Wastes (Management and Handling) Rules, 2016 to convert the waste into reusable item.

Whereas "**First Party**", has agreed to give away the paper, E Waste and plastic waste generated in **First Party**. The collection of dry recyclables from the college campus will be initiated from as per schedule, where both the parties agreed mutually.

NOW THIS MoU WITNESSETH AS UNDER:

This MOU is intended to create a synergic alliance between **First Party & iNOW** for the recycling dry-waste including e waste which is a vital element in the protection of environment.

1. Definitions:

- I. **Wastepaper:** Discarded paper including cardboard, newspaper and magazines, shredded papers, old office records, etc.
- II. **Plastic:** Water bottles, pet bottles, polythene sheets, chair, table carry bags, hanger, cement bag etc.
- III. **Electronic Waste:** Old and discarded electronic items including mobile, TV, Computer, printer, fax machine, AC, Refrigerator etc.
- IV. **Others:** Iron, metal, aluminum, copper, PVC, plastic pipes etc.

2. Pick-up locations:

Name of the Party: First Party	
Contact persons	Khoithianmung
Designation	Grade IV
Mobile No	9862066505
Email ID	mungamangte74@gmail.com
Preferable week day for pick-up	Friday
Time:	Except as otherwise provided herein, collection shall not start before 6:00 a.m. or continue after 4:00 p.m. at any location.

Name of the iNOW Contract person	Designation	Phone number
Kaitinkhup	Field Supervisor, iNOW	+91-8413845396

3. Quality & Quantity

3.1 Material should be free from food particles, without any contamination of garbage, municipal waste or any item which are detrimental to Clean & Green Movement (CGM). There are no limits to the volume of waste the First Party can supply for recycle.

4. Roles and Responsibilities of First Party

- I. **First Party** shall identify the quantum of recyclable waste generated at its locations, store it and **iNOW** would pick up on mutually agreed schedule.
- I. **First Party** agrees to appoint Mr. Liankhansuan Hauzel as its representative to coordinate on various activities identified in MOU and to notify **iNOW** within one month of any change in responsibility.
- II. **Rayburn College** need to allocate for itself sufficient covered storage space for keeping the material safely.

5. Roles and Responsibilities of iNOW:

Payment Options:

In consideration for enabling **iNOW/Recykal** to pick up the materials from **First Party**, **iNOW** shall pay to **First Party** the consideration amount based on weight recorded at the rate given below

Sl.no	Category	Unit of measurement	Price (INR)
1	Cartons/ old books, file	KG	5
2	Newspaper- National /Regional newspaper	KG	8/6
3	Color and white paper, register book, text books, magazine, Journal etc		4
	*Shredded paper	KG	3
34	Iron/Metal (aluminium, copper)	KG	10
Plastic			
5	Mixed Plastic	KG	7
7	Mixed PET bottle	KG	8
8	E-Waste : ceiling fan, AC, Fridge, Computer	KG	Rates after assessment

and periphery, laptop, scanner, printer, mobile, battery, TV, DVD player, wire, cooler, tea/coffee making machine etc		by authorized personnel from iNOW and Recykal.
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* The above rates are as per the company price and subject to changes basis market trend

5.2 A sale invoice in the name of **iNOW** shall be issued tax to enable faster payment from iNOW. Invoice will be sent by post / Courier to the address given in this MOU or scan copy via email within three 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 inowgobeyond@gmail.com for speedy processing.

5.3 **iNOW** shall not use or disseminate any confidential information printed on the wastepaper if the wastepaper is not properly shredded by **Rayburn College** and the information is legible.

5.4 **iNOW** will make necessary arrangements for collecting the waste & transporting to its Local Storage point at **Lingsiphai, Churachandpur** and then to **RECYKAL Collection Pont, Pamohi, Gorchuk Assam**

Holidays: iNOW may determine the observance of any holidays by suspension of collection service on the holiday. In such an event, iNOW will collect refuse on an otherwise non-scheduled day during the calendar week in which the holiday occurs. **iNOW** will notify **First Party** in advance of changes to the collection schedule when holidays are observed by verbal/phone or at least two days in advance.

6. Roles and Responsibilities in General:

6.1 The details laid out in this MOU, notwithstanding the essence and spirit of this MOU is an understanding between **First Party** and **iNOW**

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.

6.3 In addition, **Rapidue Tech Pvt Ltd** will issue material recycling certificate on behalf of **iNOW** to your company/institutes indicating your contribution towards environmental protection (the number of trees saved: one ton of paper recycled can save 24 fully grown trees & 7000 gallons of water).

7. ADDRESS FOR COMMUNICATION:

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

Local office address

For

iNOW:

Lingsiphai village, Churachandpur-795006, Manipur

Email: inowgobeyond@gmail.com

Phone: +91-8011158298

For

1.2 First Party

BSF Road, Gangpimual, Churachandpur – 795006, Manipur.

Email: admin@rayburncollege.ac.in. Phone: +91- 9362505295.

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 MOU or other matter relating to this Agreement.

TERM. This Agreement shall commence on the day and year first hereinabove written and shall continue in full force and effect, unless sooner terminated according to the provisions herein, for a period of 5 yrs.

The Agreement may be modified, changes or extended upon the mutual agreement of the parties, pursuant to the terms and conditions mutually acceptable to the parties. Provided such modifications or extensions are in writing and such provisions thereof are executed by the parties' duly authorized representatives.

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 02/05/2022. 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 Jurisdiction of Courts at Manipur.

9.4 The Parties covenant that they will comply with all applicable laws and regulations in their conduct pursuant to this Agreement.

9.5 Both the parties shall agree that it will not make use of disseminate, or in any way disclose any confidential information to any person, firm or business. Furthermore, the existence of any discussions, negotiations or agreements in progress between the parties shall not be released to any form of public media without written approval of both parties.

9.6 First Party security has the right to check/ investigate the transporter of waste vehicle carrying the waste for iNOW

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 [Contracting Party's] obligations hereunder, or any other transactions involving, or undertaken on behalf of, [relevant contracting **First Party** entity(ies)] 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 of effect or public commercial bribery or acceptance or Acquiescence in extortion kickbacks or other unlawful or improper means of obtaining business.

11. Termination

If First Party fails to perform in the manner called for in this Agreement, or if the First Party fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within thirty (30) days written notice thereof, iNOW may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the **First Party** setting forth the manner in which the First Party is in default. The First Party will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

12. Amendments to this Agreement

iNOW reserves the right and power, pursuant to its police power, after due notice to First Party, to modify, amend, alter, change or eliminate any rules, regulations, fees, charges and rates of the iNOW, and to impose such additional conditions, that are not inconsistent with the Solid Waste Ordinance. However, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

In witness where of the parties here to have signed this agreement on the day, month and year mentioned hereinbefore.

For iNOW

Authorized Signatory

For First Party

Authorized Signatory
Principal
RAYBURN COLLEGE
Churachandpur, Manipur

iNOW and Recykal Contact details

Sl.No	Name	Designation	Phone number	Email Id
1	Kaplal	Managing Director, iNOW	+91-8011158298	inowgobeyond@gmail.com
2	Sanga Haulai	Asst Manager, Recykal	+91 9538355650	Sanga.haulai@recykal.ocm

First Party contact details

Sl.No	Name	Designation	Phone number	Email Id
1	Rev. Dr. Khen P Tombing	Principal, Rayburn College	+91-9862088190	admin@rayburncollege.ac.in
2	Liankhansuan Hauzel	ANO, NCC, College	+91-9856335864	suanhauzel75@gmail.com