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# Deshwal Waste Management Pvt. Ltd.

## E-WASTE DISPOSAL AGREEMENT

This E-waste Disposal Agreement ("Agreement") is made on 1 April, 2015, by and between **Jaypee Institute of Information Technology (JIIT)** located at A-10 Sector 62 Noida, 201301, India, which expression shall unless repugnant to the context include its legal/authorised representatives, administrators, executors, nominees, successors and permitted assigns) of the first part;

AND

**Deshwal Waste Management India Pvt. Ltd. (DWMP)** having its registered Office at SCO 81, 2<sup>nd</sup> Floor, Sector - 17 A, Huda Market. Gurgaon-122001 Haryana INDIA which expression shall unless repugnant to the context include its legal/ authorised representatives, administrators, executors, nominees, successors and permitted assigns) of the second part.

Whereas JIIT has IT and all electrical, electronic products/ service related hardware material or any other material as may be specified by JIIT (the "Material" as hereinafter defined) that it may from time to time wish to dispose of, and DWMP desires to execute a complete dismantling & disposal program on behalf of JIIT.

Therefore, JIIT shall provide, and DWMP shall dismantle & dispose off the Material in accordance with the following terms of this Agreement:

**1. Waste Material-** Waste Material is hereinafter defined as waste of all forms of electronics equipments, IT equipments like Desktops, Monitor, Laptop, Servers, Modems and converters, Multiplexes, Switches, XDSL, ADSL, Wireless radio, DCME, Backhaul Optimisation, Optical, CPE telecommunications equipments, including but not limited to e-waste in the form of laptops, desktops, servers, network personal equipments, monitors, telephony, printers, faxes, copiers, data assistants process control equipment, server towers, server racks, scanners, batteries, server battery backups, uninterruptible power



supplies, electronic storage media and all accessories and peripherals for above mentioned equipments including toners which JIIT may want to recycle. Waste Material specifically excludes equipments containing radioactive materials, free flowing liquids, chlorofluorocarbons, polychlorinated biphenyls, or other "**Hazardous Wastes**".

2. **Services-** DWMPPL shall provide following services to collection, transportation and destruction of Waste Material from various locations of JIIT. JIIT will notify DWMPPL for pick up as per the accumulation of WEEE (Waste Electrical and Electronic Equipment) with different locations pan India. collection of the Material, within 10 working days or case to case from date of notice duly informed by JIIT by an authorised representatives .DWMPPL shall destruct the entire quantity of Material within 15 working days of receipt of material. JIIT's authorized representative may also witness the destruction at DWMPPL's facility located at Chennai, Noida or Bangalore on request. DWMPPL shall provide to JIIT written confirmation by "certificate of destruction".

3. **Payment-** DWMPPL shall bear all handling costs for the Waste Material collected from JIIT in full and all costs associated with the provision of the Services rendered. DWMPPL shall pay to JIIT, for the e-waste collected from JIIT, as per the rates specified Rs. 38 Per Kg all inclusive (as per Annexure 1).

#### 4. **DWMPPL Representation and Warranties -**

4.1 In the performance of all Services to be provided hereunder, DWMPPL agrees to comply with all applicable permits, all central, state, and local laws, regulations and ordinances and all duly constituted authorities. Upon request of JIIT, DWMPPL shall furnish copies thereof in advance. DWMPPL hereby specifically agrees and confirms that it is fully compliant to undertake this work from JIIT in terms of the "**E-waste (Management and Handling) Rules, 2011**" and it possesses all the certificates mentioned under the said Rules.

4.2 DWMPPL will be responsible for the statutory compliances including environmental compliances pertaining to the activities and Services mentioned above, "E-waste (Management and Handling) Rules, 2011" and JIIT will not in any way be responsible for the same once the Waste Material is handed over by JIIT to DWMPPL.

4.3 DWMPPL has obtained all necessary permits, licenses and other central, state or local authorizations required to perform the Services and upon request of JIIT, DWMPPL shall also furnish copies thereof to JIIT.





4.4 DWMPPL shall keep and retain adequate books and records and other documentation consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to performance of the Services required by this Agreement. Said records, books and documentation relevant to the above-said purpose shall be available for inspection by JIIT upon reasonable advance notice.

4.5 DWMPPL shall not resell the Waste Material in the original form which has been collected from JIIT except after totally destroying the Waste Material.

4.6 DWMPPL agrees and undertakes to indemnify JIIT for any liability, claims including third party claims, legal actions against JIIT or any of its Directors/employees, arising out of any negligent action or wilful misconduct by DWMPPL. DWMPPL also agrees to indemnify JIIT and its Directors/employees from and against all losses, actions, proceedings, claims, demands, costs, wards, and damages however arising, directly or indirectly, as a result of breach of this Agreement by it.

4.7 DWMPPL shall comply at its own expense with all applicable local, national, regional laws ordinances, regulations, codes, standards, directives and agreements to the extent that any of them have the force of law, as applicable.

In addition, DWMPPL shall comply at their own expense with all laws, ordinances and/or directives of India, as they relate to the Universal Declaration of Human Rights, Child labour laws, data privacy laws, criminal reporting laws, environmental, health and safety laws or any similar laws in performance of its obligations under this Agreement. DWMPPL shall also comply with at its own expense any applicable law/ rules of any international authority, if applicable, pertaining to the mentioned services.

DWMPPL will be fully responsible for the personnel deployed by it for providing the Services to JIIT.

4.8 As an integral part of this Agreement, DWMPPL hereby represents that they or any of their officials or representatives shall not give or promise to give any money or gift to any employee / official of JIIT to influence its decisions regarding this Agreement, nor shall they exert or utilize any unlawful influence to solicit or secure this Agreement through a promise to pay a commission, percentage, brokerage or contingent fee. Further, DWMPPL warrants that they shall not give or promise any such money or gift, or exert or utilize such unlawful influence during the term of this Agreement or to secure or solicit any extension thereof. It is agreed that breach of this representation and warranty clause by DWMPPL shall be



sufficient grounds for JIIT to immediately terminate this Agreement, besides taking other legal recourse. Breach of this clause shall also be sufficient ground for JIIT to file legal actions as may be necessary. Breach of this clause shall also be sufficient ground for JIIT to stop/withdraw all instructions for Services and demand payment for Services rendered till date and also file legal actions as may be necessary. Further, in the event it is found that DWMPPL or its employees have worked in liaison with any of JIIT's employees with the intention to defraud, then in that event this Agreement may be terminated by JIIT. DWMPPL shall immediately inform JIIT of any incident whereby any of JIIT employee/s approaches DWMPPL and/ or its employees with the intention of colluding to commit any acts to defraud JIIT failing which DWMPPL will be deemed to be a party to such fraud and liable for any loss or damage caused to JIIT by the commission of such acts.

**4.9** DWMPPL shall ensure that the Waste Material is transported safely and there is no leakage during transit.

**4.10** DWMPPL confirms and warrants that the Waste Material so collected by it under this Agreement shall not be misused by it directly or indirectly or dealt with in any other manner other than as expressly stated in this Agreement, and agrees to indemnify JIIT in case such representation/warranties of DWMPPL are breached.

**4.11** DWMPPL shall ensure that all government approvals, statutory compliances as per E Waste Rules as mentioned above and QEHS Quality, Environment, Health and Safety standards.

**4.12** DWMPPL shall also assist JIIT in maintaining records, statutorily required to be maintained in terms of the above mentioned E-waste Rules, pertaining to e-waste collected from JIIT.

#### **4A BUSINESS CONTINUITY MANAGEMENT PLAN**

**a)** DWMPPL shall ensure that at all times it has in place and is able to implement a business continuity and disaster recovery plan which will ensure the continued performance and operational resilience of the Services/ deliverables provided by DWMPPL.

**b)** DWMPPL shall be open to the audit of its business continuity arrangements by JIIT as and when required by JIIT.

#### **5 JIIT Representations and Warranties**





5.1 JIIT has free and unencumbered title to all Waste Material delivered to DWMPPL pursuant to this Agreement.

5.2 JIIT shall not knowingly ship Hazardous Wastes to DWMPPL pursuant to this Agreement. In the event Hazardous Wastes are identified upon receipt at DWMPPL or during subsequent processing, such substances (as mentioned in Annexure-I) shall be quarantined, in manner sufficient to reasonably protect human health and real and personal property. DWMPPL will notify JIIT of identified substances and assist JIIT in the resolution and proper disposition of the substances, including lawful packaging, labelling and disposal. JIIT will be solely responsible for all related costs. Any decision in this regard will be taken after obtaining approval from JIIT.

5.3 JIIT shall issue all proper despatch documents (invoices, gate pass, declarations, sales tax forms etc), where applicable, and Form 13 as per the hazardous waste manifest for transportation along with the Waste Material authorisation and ownership transfer letter for transport.

6. **Term** - This agreement shall be in force for 1 year from the date of execution hereof ("the effective date") unless and until terminated in a manner set forth in paragraph 8.2 below or as provided for elsewhere in the Agreement. This Agreement may however be terminated by JIIT at any time during the term, without giving any advance notice to DWMPPL, in case DWMPPL fails to comply with its obligations under this Agreement.

7. **Independent Contractor** - In furnishing Services pursuant to this Agreement, DWMPPL will at all times be acting as an independent contractor and this Agreement will not be construed to create any association, partnership, joint venture, relation of principal and agent or employer and employee between JIIT and DWMPPL or its agents.

#### 8. **Miscellaneous** -

8.1 All services performed by DWMPPL for JIIT while this Agreement is in effect shall be subject to provisions of this agreement unless otherwise agreed in writing before the performance of such services is started.

8.2 This Agreement may be terminated at any time by JIIT or DWMPPL, upon 30 days' written notice to the other party. In the event of such termination, the parties will be paid for services performed or amounts due for Waste Material processed up to the date of such termination and not thereafter.



8.3 If any provision of this Agreement is held invalid or unenforceable, then it shall be considered severable (only to the extent necessary) and the remaining provisions will not be impaired and this Agreement will be interpreted as far as possible to give effect to its stated purpose.

8.5 This Agreement constitutes and fully expresses the entire and only agreement between the parties with respect to the subject matter hereof; all prior and collateral understandings, agreements and promises with respect thereto are considered merged herein, This Agreement may not be modified, waived, or extended unless mutually agreed to in writing, and it may not be terminated except as provided above. A waiver by either party of any terms and conditions of this Agreement in one or more instances will not constitute a permanent waiver of such terms and conditions unless so stated in writing.

8.6 This Agreement will be applicable e-waste facilities of DWMPPL fully operational throughout India under the trading name of Deshwal Waste Management India Pvt. Ltd. having its registered Office at SCO 81, 2<sup>nd</sup> Floor, Sector - 17 A, Huda Market. Gurgaon-122001 Haryana INDIA.

8.7 **Confidentiality:** Each of the parties shall hold in confidence all documents and other information, whether technical or commercial which has come to its knowledge and which has been supplied to it by or on behalf of the other party. None of the parties shall disclose any such information to any outsider/ third party except with the prior written consent of other party.

8.8 **Assignment of the Agreement :** No party can assign this Agreement to any third party without obtaining the prior written consent of the other party.

8.9 **Resolution of Disputes:** The parties shall endeavor to resolve any problem or divergence resulting from the interpretation or application of this Agreement in a spirit of co-operation and mutual understanding.

In the event of any dispute or difference arising out of / relating to this Agreement between the parties, the same shall be settled by arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

The arbitration proceedings shall be conducted in English language and the venue of the arbitration shall be New Delhi. The venue may be changed with the consent of both the parties in writing. The sole arbitrator for this purpose would be mutually agreed upon.





**8.10 Governing Law:** The rights and obligations of the parties under or pursuant to this Agreement shall be governed by and construed according to the laws of India.

**8.11 Jurisdiction of courts:** Courts in NCT of Delhi alone will have jurisdiction pertaining to all disputes arising out of or relating to this Agreement.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

For and on behalf of

DWMPL

  
Authorised Signatory

Witnesses:

1.   
P. CHANDRA SEKHARAMU  
Mob. 9891640680


For and on behalf of

Jaypee Institute of Information Technology

  
(Vice Chancellor)



2.

  
K. G. Samuel  
JIT, A-10, Sec. 62  
Noida  
Mob: 9711522521

## Annexure -1

### COMMERCIAL OFFER- RECYCLING

The following commercial parameters apply to this proposal.

- Recycling Of E-Waste -Free of cost
- Collection and Transportation -Free of cost

Payment to JIIT by DWMPPL on collection of E-waste :

Sr.No	Material Description	Unit of Measurement	Price in (INR)
1	E-WASTE	Per Kg	38/Kg

### CERTIFICATE OF RECYCLING

A certificate of recycling will be provided with each batch completed through our process. Each certificate serves as confirmation of recycling of each batch/load of e-waste.

### E-WASTE COVERED BY THIS PROPOSAL

All computer and Peripherals	Switching gear
Monitors	Projectors
Desktops	Electronic Games
Laptops	Joysticks
Printers	CDs and DVDs and Tapes
Photocopiers	Cameras
Servers	DVD players
Landline Phones	Video recorders
Electronic Components	Speakers
Network equipment	Sound equipment
Scanners	Medical equipment
Fax's	Test equipment
Mobile Phones	Lab equipment

### E-WASTE NOT COVERED BY THIS PROPOSAL

Tube Lights & CFL	Tonnors and Ink cartridge
Smoke Alarms	Potentially radioactive materials

