

## **MEMORANDUM OF UNDERSTANDING FOR COLLECTION OF E-WASTE**

This MOU is made and entered into at Bangalore on this 1st of December 2018 by and between:

**ALVAS EDUCATION FOUNDATION** located at Moodabidri(Mangalore), herein after referred to as '**ALVAS EDUCATION FOUNDATION**, which expression shall mean and include all its Administrators, Office Bearers, Successors and Permitted Assigns) of First Part;

**AND**

**M/s CEREBRA INTEGRATED TECHNOLOGIES LIMITED**(CIN L85110KA1993PLC015091), a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at No. S 5, Off 3rd Cross, 1st Stage, Peenya Industrial Area, Bangalore 560 058, Karnataka and having its E-Waste Recycling plant at Plot No. 41 to 46, KIADB Industrial Area, Narasapura, Appasandra Village, Narasapura- 563 133, Karnataka (hereinafter referred to as **CEREBRA** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its administrators, successors and permitted assigns) of **SECOND PART**.

('ALVAS EDUCATION FOUNDATION ' and **CEREBRA** are hereinafter individually referred to as "**Party**" and collectively as "**Parties**").

### **WHEREAS**

**ALVAS EDUCATION FOUNDATION'** is an Education Institutions is registered under **INDIAN TRUST ACT 1882**

**CEREBRA** is specialized in E-Waste Management and Handling Services which includes Collection, Dismantling, Segregation (Re-usable& Unusable), Repair, Recondition, Refurbish for Re-use, Re-Marketing, and Recycle unusable equipments. Services offered includes Data Wiping, Data Destruction & Data Recovery Processes;



As a social responsibility of to dispose E-Waste and, **ALVAS EDUCATION FOUNDATION** has expressed interest to hire **CEREBRA s** services for proper disposal of E-Waste that is generated in the following institutions

1. **ALVAS College.**
2. **ALVAS Pre University College.**
3. **ALVAS Institute of Engineering And Technology .**
4. **All Other Institutes Affiliated to Rajeev Gandhi University and Other Boards.**

**CEREBRA** agrees to provide the required services to **ALVAS EDUCATION FOUNDATION** ;

The Parties hereby agree to the below mentioned terms:

### **1. EFFECTIVE DATE AND TERM**

This MOU shall come into effect from the date above mentioned and shall be in effect for fulfillment of the agreed mutual responsibilities of both parties. **CEREBRA** shall issue the **CERTIFICATE** to **ALVAS EDUCATION FOUNDATION** after 21 days of Collection.

### **2.E-WASTE COLLECTION, STORAGE & TRANSPORTAION**

**CEREBRA** shall arrange for transportation of the assets to its premises at the convenience of the mutual parties. The asset collected shall be with the voluntary consent of the **ALVAS EDUCATION FOUNDATION AUTHORITIES**. **ALVAS EDUCATION FOUNDATION** shall inform **CEREBRA** when the E Waste assets is One full load for transportation to pick from Mangalore.

### **3.PAYMENT**

**CEREBRA** shall pay **ALVAS EDUCATION FOUNDATION** for their E WASTE as per the itemized pricelist annexed with this MOU. **CEREBRA** shall pay the Amount within 3 days from the date of pick from **ALVAS EDUCATION**



**FOUNDATION.** The Prices are Inclusive of GST 5%. Transportation shall borne by CEREBRA

#### 4. CONFIDENTIALITY

**ALVAS EDUCATION FOUNDATION** shall maintain confidentiality of all **CEREBRA** s confidential and proprietary information disclosed to it by **CEREBRA**. "Confidential Information" means any information, that may include details regarding its clients, data, designs, business operations, employees, or any details which in the normal course of business is considered as confidential, even if not specifically mentioned, shared by **CEREBRA** with **ALVAS EDUCATION FOUNDATION** under this MOU and does not include any information that may be publicly available.

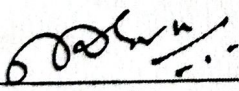
#### 5. COMPLIANCE

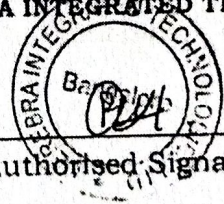
All activities under this MOU shall comply with all applicable laws, regulations, and industry standards, including but not limited to Environment Protection Act, 1986 and E-Waste Management & Handling Rules, 2011, and E-Waste Management Rules, 2016 & 2018.

**Accepted:**

**ALVAS EDUCATION FOUNDATION**

**CEREBRA INTEGRATED TECHNOLOGIES LTD**

  
\_\_\_\_\_  
Authorised Signatory  
Alva's Education Foundation (R)  
MOODIBIDRI - 574227, D.K.

  
\_\_\_\_\_  
Authorised Signatory

NAME DR. MOHAN ALVA

NAME RAJ KAVENDRA HEGDE

DATE 3/1/19

DATE 19/1/19



## E-WASTE DISPOSAL AGREEMENT

This E-waste Disposal Agreement ("Agreement") is made on 05.10.2020, by and between at Bengaluru.

M/s **Sogo Synergy Pvt Ltd** located at D-1/1, Hayes Road, 11/9, Hayes Court, Richmond Town, Bengaluru-560025 hereby authorized Mr. G R LAWHALE which expression shall unless repugnant to the context include its legal/authorised representatives, administrators, executors, nominees, successors and permitted assigns) of the first part; REFERED AS "SOGO SYNERGY"

AND

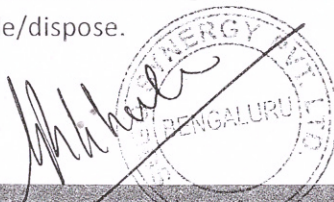
M/s. "Alva's Education Foundation (R)" (AEF), located at "Alva's Health Centre, Moodbidri - 574227" hereby authorized Dr. M. Mohan Alva, which expression shall unless repugnant to the context include its legal/ authorised representatives, administrators, executors, nominees, successors and permitted assigns) of the second part mentioned as "Alva's Education Foundation (R)" (AEF).

This agreement is applicable to various institutions of AEF, namely:

1. Alva's Institute of Engineering & Technology, Mijar, Moodbidri.
2. Alva's College of Naturopathy & Yogic Sciences, Mijar, Moodbidri.
3. Alva's Homeopathic Medical College, Mijar, Moodbidri.
4. Alva's Ayurveda Medical College, Vidyagiri, Moodbidri.
5. Alva's Degree College, Vidyagiri, Moodbidri.
6. Alva's Pre-University.

Whereas "Alva's Education Foundation (R)" (AEF), has IT and all electrical, electronic products/ service related hardware material or any other material as may be specified by "Alva's Education Foundation (R)" (AEF), (the "Material" as hereinafter defined) that it may from time to time wish to dispose of, and SOGO SYNERGY desires to execute a complete dismantling & disposal program on behalf of "Alva's Education Foundation (R)" (AEF). Therefore, "Alva's Education Foundation (R)" (AEF) shall provide, and SOGO SYNERGY 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 equipment, IT equipment's like Desktops, Monitor, Laptop, Servers, Modems and converters, Multiplexes, Switches, XDSLs, ADSL, Wireless radio, DOME, Backhaul Optimisation, Optical, CPE telecommunications equipment's, including but not limited to e-waste in the form of laptops, desktops, servers, network personal equipment's, monitors, telephony, printers, faxes, copiers, data assistants process control equipment, server towers, server rack,scanners, batteries, server battery backups, uninterruptable power supplies, electronic storage media and all accessories and peripherals for above mentioned equipment's including toners which "Alva's Education Foundation (R)" (AEF) may want to recycle/dispose.



DEPENDABLE  
COMPUTING  
DELIVERED

SALES  
RENTALS  
E-WASTE

### SOGO SYNERGY PRIVATE LIMITED

REGISTERED OFFICE: D1/1, Hayes Court, 3rd Floor, 11/9, Hayes Road (Off Richmond Road) Bengaluru-560025  
Tel: +91 222 76829, 414 30300/399 Email: [sogo@sogoindia.com](mailto:sogo@sogoindia.com) [www.sogosynergy.com](http://www.sogosynergy.com) Toll Free 1800 102 4780  
GST No. 29AAJCS3658Q1ZC CIN No. U30007KA2005FTC037509



2. **Services-** SOGO SYNERGY shall provide following services to collection, transportation and destruction of Waste Material from various locations of "Alva's Education Foundation (R)" (AEF). "Alva's Education Foundation (R)" (AEF) will notify places for pick up as per the accumulation of WEEE (Waste Electrical and Electronic Equipment) with different locations pan India collection of the Material, within 15 working days or case to case from date of notice duly informed by "Alva's Education Foundation (R)" (AEF) by an authorised representatives.
3. **Destructions** – SOGO SYNERGY shall destruct the entire quantity of Material within 30 working days of receipt of material. "Alva's Education Foundation (R)" (AEF) authorized representative may also witness the destruction at our facility located at Bengaluru. SOGO SYNERGY shall provide to "Alva's Education Foundation (R)" (AEF) written confirmation through "Certificate of Destruction".
4. **Payment-** We shall bear all handling costs for the Waste Material collected from "Alva's Education Foundation (R)" (AEF) in full and all costs associated with the provision of the Services rendered. We shall pay to "Alva's Education Foundation (R)" (AEF) on collection of e-waste and as per the rates declared after inspection and evaluation of E-waste to be disposed on time to time.
5. **Warrantee-SOGO SYNERGY Representation and Warranties –**
  - 5.1 While performing all Services hereunder, we agree to comply with all applicable permits, all central, state, and local laws, regulations and ordinances and all duly constituted authorities upon request of "Alva's Education Foundation (R)" (AEF).
  - 5.2 We shall furnish copies thereof in advance. We hereby specifically agree and confirm that it is fully compliant to undertake this work from "Alva's Education Foundation (R)" (AEF) in terms of the "E-waste (Management and Handling) Rules, 2016" and it possesses all the certificates mentioned under the said Rules.
  - 5.3 We will be responsible for the statutory compliances including environmental compliances pertaining to the activities and Services mentioned above, "E-waste (Management and Handling) Rules, 2016" and "Alva's Education Foundation (R)" (AEF) will not in any way be responsible for the same once the Waste Material is handed over by "Alva's Education Foundation (R)" (AEF).
  - 5.4 We have obtained all necessary permits, licenses and other central, state or local authorizations required to perform the Services and upon request of "Alva's Education Foundation (R)" (AEF), we shall also furnish copies thereof to "Alva's Education Foundation (R)" (AEF).
  - 5.5 We 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 "Alva's Education Foundation (R)" (AEF) upon reasonable advance notice.
  - 5.6 We shall not resell the Waste Material in the original form which has been collected from "Alva's Education Foundation (R)" (AEF) except after totally destroying the Waste Material.

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SALES  
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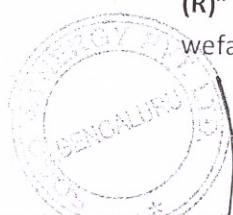
REGISTERED OFFICE: D1/1, Hayes Court, 3rd Floor, 11/9, Hayes Road (Off Richmond Road) Bengaluru-560025

Tel: +91 222 76829, 414 30300/399, Fax: +91 80 221 20641 Email: [sogo@sogoindia.com](mailto:sogo@sogoindia.com) [www.sogosynergy.com](http://www.sogosynergy.com) Toll Free 1800 102 4780

GST No. 29AAJCS3658Q1ZC CIN No. U30007KA2005FTC037509



- 5.7 As an integral part of this Agreement, we hereby represent 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 "Alva's Education Foundation (R)" (AEF) 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.
- 5.8 We shall ensure that the Waste Material is transported safely and there is no leakage during transit.
- 5.9 We confirm and warrant 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 agree to indemnify "Alva's Education Foundation (R)" (AEF) in case such representation/warranties are breached.
- 5.10 We shall ensure that all government approvals, statutory compliances as per E Waste Rules as mentioned above and QEHS Quality, Environment, Health and Safety standards.
- 5.11 We shall also assist "Alva's Education Foundation (R)" (AEF) in maintaining records, statutorily required to be maintained in terms of the above mentioned E-waste Rules, pertaining to e-waste collected from "Alva's Education Foundation (R)" (AEF).
6. **BUSINESS CONTINUITY MANAGEMENT PLAN**
- 6.1 SOGO SYNERGY 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 us.
- 6.2 SOGO SYNERGY shall be open to the audit of its business continuity arrangements by "Alva's Education Foundation (R)" (AEF) as and when required by "Alva's Education Foundation (R)" (AEF).
7. **"Alva's Education Foundation (R)" (AEF) Representations and warranties**
- 7.1 "Alva's Education Foundation (R)" (AEF) has free and unencumbered title to all Waste Material delivered to us pursuant to this Agreement.
- 7.2 "Alva's Education Foundation (R)" (AEF) shall not knowingly ship Hazardous Wastes to us pursuant to this Agreement. In the event Hazardous Wastes are identified upon receipt at 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.
- 7.3 "Alva's Education Foundation (R)" (AEF) shall issue all proper despatch documents (invoices, gate pass, declarations, GST forms etc.), where applicable, and Form 6 as per the hazardous waste manifest for transportation along with the Waste Material authorisation and ownership Transfer letter for transport.
8. **Period of Agreement** - This agreement shall be in force for 3 years from the date of execution hereof ("05.10.2020") unless and until terminated in a manner set forth in paragraph. This Agreement may however be terminated by "Alva's Education Foundation (R)" (AEF) at any time during the term, without giving any advance notice to us, in case we fail to comply with its obligations under this Agreement.



DEPENDABLE	SALES
COMPUTING	RENTALS
DELIVERED	EWASTE

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9. **Termination of Agreement** - Agreement may be terminated at any time by "Alva's Education Foundation (R)" (AEF) or SOGO SYNERGY, delivering 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.
10. **Modification** 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
11. **Resolution of Disputes:** The parties shall endeavour 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. Any dispute subject to Bengaluru Jurisdictions.

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

For and on Behalf of-

M/s Sogo Synergy Pvt Ltd

M/s "Alva's Education Foundation (R)" (AEF).

Authorized Signatory



Authorized Signatory

*Alva*

Chairman

Alva's Education Foundation (R)  
MOODIDRI - 574227, D.K.

Witnesses

1.

2.

DEPENDABLE COMPUTING DELIVERED	SALES RENTALS EWASTE
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**E-Waste Transportation**