

E-WASTE DISPOSAL AGREEMENT

Ref No: SSPL/EWA/2022-23/001

This E-waste Disposal Agreement ("Agreement") is made on 13-06-2022, 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. **CMR UNIVERSITY (CMRU)** located at BANGALORE hereby authorized DR. R.PRAVEEN, 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 "CMRU".

Whereas CMRU has IT and all electrical, electronic products/ service related hardware material or any other material as may be specified by CMRU (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 CMRU. Therefore, CMRU 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, XDSL, 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 CMRU may want to recycle/dispose.
- 2. Services-** SOGO SYNERGY shall provide following services to collection, transportation and destruction of Waste Material from CMRU. CMRU will notify for pick up as per the accumulation of WEEE (Waste Electrical and Electronic Equipment), within 15 working days or case to case from date of notice duly informed by CMRU by an authorised representatives.
- 3. Destructions –** SOGO SYNERGY shall destruct the entire quantity of Material within 30 working days of receipt of material. CMRU's authorized representative may also witness the destruction at our facility located at Bengaluru. SOGO SYNERGY shall provide to CMRU written confirmation through "Certificate of Destruction".
- 4. Payment-** SOGO SYNERGY shall bear all handling costs for the Waste Material collected from CMRU in full and also bear all costs associated with the provision of the Services rendered. SOGO SYNERGY shall pay to CMRU, for the e-waste collected from CMRU, as per the rates agreed upon in the Annexure I and II enclosed with this MoU. The rates mentioned in the



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 www.sogositynergy.com Toll Free 1800 4780
 GST No. 29AAJCS3658Q12C CIN No. U30007KA2005FTC037509

- 6.2 SOGO SYNERGY shall be open to the audit of its business continuity arrangements by CMRU as and when required by CMRU.
7. **CMRU Representations and warranties**
- 7.1 CMRU has free and unencumbered title to all Waste Material delivered to us pursuant to this Agreement.
- 7.2 CMRU 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 shall be quarantined, in manner sufficient to reasonably protect human health and real and personal property.
- 7.3 CMRU 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 **2 years** from the date of execution hereof (13-06-2022) unless and until terminated in a manner set forth in paragraph. This Agreement may however be terminated by CMRU 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.
9. **Termination of Agreement** - Agreement may be terminated at any time by CMRU 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 Ballari 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

Authorized Signatory

Witness

1

Attached: Annexure I, Annexure II



M/s CMR UNIVERSITY BANGALORE

Authorized Signatory

2

