

DR. VITHALRAO VIKHE PATIL FOUNDATION

Vadgaon Gupta (Vilad Ghat), Po. M.I.D.C.,
Ahmednagar - 414 111 (Maharashtra)



Dr. Vithalrao Vikhe Patil
Foundation
Ahmednagar

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Ref. No. DVVPFA/MCH/ESTT/2016/2663.

Date : 01/08/2016.

MEMORANDUM OF UNDERSTANDING

for

"E-WASTE RECYCLING AND REUSE"

between

Dr. Vithalrao Vikhe Patil Foundation's,
Medical College, College of Physiotherapy and College of Nursing,
Ahmednagar - 414 111.

and

Industrial Training Institute,
Plot No. B-4/2, MIDC, Ahmednagar - 414 111.

THIS AFFILIATION AGREEMENT is entered into by and between-

Constitute Health Sciences Institutes of Dr. Vithalrao Vikhe Patil Foundation, Ahmednagar (hereinafter "Educational Institute") and, the esteemed Industrial Training Institute, Ahmednagar a well-established industrial training institutes with various departments in Industrial area of Ahmednagar (hereinafter "ITI"). Together these are the "the Parties" to this Memorandum of Understanding. The Parties agree that their respective organizations and relevant contracted agencies will endorse and adhere to this Memorandum of Understanding at all levels of operations.

1.1. BACKGROUND

Electronic waste, or e-waste, is a term for electronic products that have become unwanted, non-working or obsolete, and have essentially reached the end of their useful life. Because technology advances at such a high rate, many electronic devices become "trash" after a few

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short years of use. As constituent institutes (Medical, Physiotherapy and Nursing) , delivers educational health services to community and Students. Varsity of E- equipments are utilized while delivering these services in the form of LCD's, CPU, Mouse, Monitors, ICU equipments, Physiotherapy / Medical equipments etc.

E-waste contains many valuable, recoverable materials such as aluminum, copper, gold, silver, plastics, and ferrous metals. In order to conserve natural resources and the energy needed to produce new electronic equipment from virgin resources, electronic equipment can be refurbished, reused, and recycled instead of being landfilled.

1.2 E-WASTE GOVERNING RULES:

Both parties agreed to follow E-Waste (Management & Handling) Rules, 2011, which were notified in the year 2011 and came into force since 1st May 2012. In order to ensure effective implementation of E-Waste Rules and to clearly delineate the role of producers in EPR, MoEF & CC, Government of India in supersession of E-Waste (Management and Handling) Rules, 2011, has notified the E-Waste (Management) Rules, 2016 vide G.S.R. 338(E) dated 23 March 2016 which came into effect from 01 October 2016. These rules are applicable to every producer, consumer or bulk consumer, collection centre, dismantler and recycler of e-waste involved in the manufacture, sale, purchase and processing of electrical and electronic equipment.

1.3 DEFINITIONS AND INTERPRETATION:

1. Electronic Waste (E-Waste) - The term E-Waste will refer to the below mentioned electrical and electronic waste for the purpose of this Agreement which includes;

Computers & Peripherals (CPU, Keyboard, Mouse& Monitor)	ICU Equipment (Ventilators, Monitors, Defibrillator etc)
Laptops	Treadmill
Servers	Physiotherapy Equipments (SWD,US,IFT etc)
PCBs	Projectors
Mobiles or Communication devices	UPS
Mother Boards (Computers &Laptops)	Shredder
Security Devices	Lab equipments
Telecom Equipment	Printers & Scanners

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1.4. SCOPE OF THE MEMORANDUM OF UNDERSTANDING:

WHEREAS, Dr. Vithlarao Vikhe Patil Foundation, Ahmednagar desires to keep the environment clean and help the other party to use e-waste for educational purpose.

WHEREAS, Industrial Training Institute is willing to make available its facilities and resources for recycling and reusing of e-waste products for teaching and training of their students. This will enable benefit to both parties in terms of a safe environment and teaching on E-waste.

THEREFORE, in consideration of the mutual covenants contained herein, the Dr. V. V. P. Foundation and ITI agree upon as follows:

1.4.1 The best interests of the bot institutes are the primary concern and purpose of the Services.

1.4.2 The Parties will develop and foster collaborative working relationships and make the best use of available resources to provide the Services.

1.4.3 Best practice and professional standards will be adhered to provide the Services.

1.4.4 The Parties agree to work flexibly together and to provide the Services.

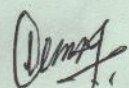
1.4.5 Neither party, in performing its responsibilities and obligations under this Agreement, will discriminate against any person because of said person's race, creed, religion, national origin, sex or age.

1.4.6 This Memorandum of Understanding and the Operational Guideline will serve as the basis for Local Level Agreements. The Local Level Agreements will outline how health and education services will work together to deliver quality services.

1.4.7 Both the parties 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, has notified the E-Waste (Management) Rules, 2016 vide G.S.R. 338(E) dated 23 March 2016 and Dr. V.V.P. Foundation will not in any way be responsible for the same once waste material is handed over to ITI.

1.5 THEREFORE in consideration the Dr. V.V.P.Foundation will provide following services to ITI:- Collection of e-waste from constituent institutes at one centre point- Segregation of




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e-waste in reusable and recyclable (As per the Guidelines) - Notify the ITI with list for pickup with precautions

1.6 THEREFORE in consideration the ITI will provide the following services to Dr. V.V.P.Foundation:

The collection and reusing/recycling services to be provided by ITI under this Agreement (the "Services") are as follows:

1.6.1. ITI shall ensure that the Waste material is transported safely and there is no leakage during transit.

1.6.2 ITI shall dismantle, shred, physically destroy, and/or recycle all Covered Electronic Devices collected by the institute from various departments and provided to ITI using standard methods approved by the institute

1.6.3. ITI shall fully comply with all applicable laws, rules, regulations, orders and ordinances, in conjunction with the collection, processing, recycling and/or disposal of Covered Electronic Devices, their components and any other materials collected in conjunction therewith.

1.6.4 ITI shall use the parts and components for educational purpose for teaching and practice of students.

1.6.5 ITI shall keep and retain the adequate books and other documents consistent with and for the period required by Dr. Vithalrao Vikhe Patil Foundation.

1.7. CONFIDENTIALITY:

The Parties acknowledge that disclosure of the information is subject to the Official Information Act 1982, the Privacy Act 1993 and the Health Information Privacy Code 1994.

Each Party will consult with the other before disclosing information relating to operational matters covered by this Memorandum of Understanding, as required by law, and each Party will only disclose that information in accordance with the law.

1.8 ASSIGNMENT AND AGREEMENT:

No party can assign this agreement to any third party without obtaining the prior written consent of the third party.

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1.9. THE TERM AND TERMINATION:

1.9.1 The term of this Agreement shall be for a period of five (5) years from the date of signing.

1.9.2 This Memorandum of Understanding may be varied from time to time by mutual agreement between the Parties. With each variation, a new document including the variation(s) will be produced, agreed, and then signed and distributed by the Parties.

1.9.3 This Agreement may be terminated as follows:

1.9.3.1 In the event, both the institutes, shall mutually agree that this Agreement may be terminated on terms and date stipulated therein.

1.9.3.2 This Agreement may be terminated by either party with or without cause by delivering a written notice of termination to the other party at least thirty (30) days prior to such early termination

1.10. EXECUTION:

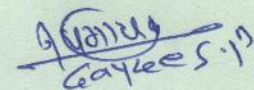
This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Industrial Training Institute by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized officers and representatives of Industrial Training Institute have executed this Agreement the 1st August day of 2016.

CONTACT INFORMATION:

Dr. Vithalrao Vikhe Patil Foundation

Partner representative: **Mr. Shashikant Gayke**
Maintenance Engineer



(Partner signature)


Address:

Department of IT and Maintenance
Opp. Govt. Milk Dairy, Post: MIDC,
Vadgaon Gupta, Ahmednagar - 414 111
Telephone: 0241 - 2778042, 2777059, 2779757
Fax: 0241 - 2779782, Website: www.vims.edu.in
E-mail: maintenance@vims.edu.in

Date: / /2016

Place: Ahmednagar




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Industry:

Industrial Training Institute,

Plot No. B-4/2, MIDC, Ahmednagar - 414 111.

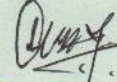
Partner representative:

Address:

_____ Ahmednagar

Dist: Ahmednagar, Maharashtra.

Telephone: 0241-2353694



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(Partner signature)

Date: 01-08-2016

Place: Ahmednagar

