



## MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding has been signed  
Between

**St. Wilfred's College for Girls**

(Sector-5, Near Technology Park Vashishtha Marg, Shipra Path, Mansarovar, Jaipur, Rajasthan  
302020)

And

**DEESOO Innovations Pvt. Ltd.**

(1st Floor, Shri Ram Complex, Mahaveer Circle, Sojat City, 306104, District- Pali,  
Rajasthan)

On

Dated, 1st May, 2023 at Jaipur, India

For

**Waste Management & Environment Sustainability**

Signed by

Principal

St. Wilfred's College For Girls  
Jaipur

Signed by

Director



**Dr. Manisha Tiwari**

Principal  
St. Wilfred's College for Girls,  
Mobile No. 9829613106

**Mr. Dinesh Ujjwal**

Chief Technology Officer  
DEESOO Innovations Pvt. Ltd.  
Mobile No. 8946818101

**Ms. Swati Sharma**

Training & Placement Officer  
St. Wilfred's College for Girls

**Dr. Narendra Kumar Agrawal**

Head & Convener, (IQAC)  
St. Wilfred's College for Girls

**Parties:**

**DEESOO Innovations Pvt. Ltd.** 1st Floor, Shri Ram Complex, Mahaveer Circle, Sojat City, 306104, District- Pali, Rajasthan, **the First Party** (here in after referred to as "**First Party**", company which expression, unless excluded by or repugnant to the' Subject or context shall include its successors — in-office, administrators and official assignees).

**St. Wilfred's College for Girls, the Second Party** (herein after referred as '**Second Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and official assignees).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as Party')

**Whereas:**

- The College is engaged in providing various education to students and generates Waste and intends to dispose the waste generated as per guidelines of the Rajasthan State Pollution Control Board, Government of Rajasthan.
- The Vendor has represented that it is a certified waste disposal agency.
- Upon the representations of the Vendor, the college has agreed to appoint the Vendor and the Vendor has agreed to take charge of the waste and collect, remove and dispose the same from St. Wilfred's College for Girls in the manner prescribed by the concerned authorities on the following terms and conditions agreed between the parties.

**Now, therefore, in consideration of the foregoing the Parties hereby agree as follows:**

• **Scope of Services**

1. The college agrees to provide waste and the Vendor agrees to take charge of the waste.
2. The college shall, at its sole discretion, send written intimation to the Vendor either at a specified interval of time or whenever specified quantity of waste is generated to collect the waste. The waste shall be collected from the college premises by the Vendor within 30 working days of intimation by the college or any other period as required by the Company. It will be the responsibility of the Vendor to collect the same from the College Premises and have the same transported from Premises of the college to the Vendor's facility at its own costs & expenses in accordance with the guidelines and procedures prescribed by applicable authorities/ laws and instructions of the college.
3. The Parties hereby agree that the ownership and risk of loss of the waste will transfer from college to Vendor upon delivery of the same to Vendor in the college Premises.

• **Representation, warranties and undertakings of the Vendor-**

1. The Vendor hereby agrees to share MIS report & respective update on activity on waste disposal till the final disposal of such waste, post which, the Vendor shall, share the photograph of the destroyed waste in addition to proper reports & certificates and such other forms and reports as required under applicable laws/rules/regulations within 30 working days.

For : Deesoo Innovations Private Limited

*[Signature]*  
Director



*[Signature]*

2. The Vendor hereby agrees that it shall pick material from college premises as per requirement proposed by the college without any cost and shall ensure that proper documentation of the same is done as required under the applicable laws/rules/regulations.
3. The Vendor agrees that when the waste comprises of Hard Disk(s), it shall be destroyed by the Vendor and the Vendor shall share photographs of the destroyed Hard Disk(s) as an evidence while sending final reports evidencing disposal of the E-waste.
4. The Vendor hereby undertakes that it shall follow any applicable guidelines in the process of disposing the E-waste as the college may prescribe before written intimation or prior information to collect the E- waste from the college.
5. Vendor represents and warrants that its license pertaining to waste disposal is currently valid and further may from time to time be required to perform its obligations hereunder valid throughout the term of this Agreement.
6. The Vendor undertakes that its representative shall inspect the said waste before the waste is collected from the college premises and intimate the Principal in case of any discrepancy.
7. The Vendor hereby undertakes that it shall be responsibility of the Vendor for safe & secured transition of the waste collected from the college premises to the destination of the Vendor.
8. The Vendor further undertakes that the responsibility of safe & secured storage, segregation, recycling, extraction, destruction, disposal of the waste will be that of the Vendor as per the guidelines of the Rajasthan State Pollution Control Board, Government of Rajasthan and Vendor shall issue a disposal certificate to the College within 45 days from the date of collection of the waste from the Premises of the College.

• **Term**

1. The duration of the Agreement shall be 5 years from the date hereafter, unless it is terminated earlier as hereinafter provided. On the expiration of the said period, the Agreement shall stand terminated and may be renewed by the Parties with mutual consent at any time during the pendency of the agreement or even after.

• **Termination**

1. If any Party hereto commits breach of any terms of this agreement the other party will be entitled to give notice to the other party to rectify the breach within 7 days of the receipt of notice and if breach is not rectified then the party giving notice shall be entitled to terminate this Agreement.
2. This Agreement will also stand terminated if-
  - Either party goes into liquidation, voluntary or compulsory or (ii) either party feels that the continuance of the agreement is prejudicial to the business of the party for any reason, in such case this agreement can be terminated by either party by giving two months' notice in writing to the other party.
  - Vendor breaches any of the terms, conditions and/or its obligations under the Agreement and the same if not rectified within 3 days by the Company.



For : Deesoo Innovations Private Limited

*Imash*  
Director

*Shweta*

- **Indemnity**

1. Vendor undertakes to indemnify and keep the college fully indemnified, compensated and harmless at all times from and against any action, suits, claims, proceedings, damages, liability, losses, expenses or costs on account of any breach 'by Vendor of its obligations and responsibilities or breach of any term hereof or breach of any warranty or by reason violation of any present or future law, guideline, rule or regulation or on account of unauthorized acts, fraud, negligence ,misconduct, misrepresentation, any act, omission, commission, deed or thing done by Vendor or its employees/ representatives or otherwise.

- **Confidential Information**

1. Vendor acknowledges and agrees that all it shall throughout the term of this Agreement and even thereafter ensure any information pertaining to the college which is acquired by it in the course of acquiring the waste which is specified by the Company as Confidential Information (hereinafter "Confidential Information") is not to be used or permitted to be used in any manner incompatible or inconsistent with that authorized by the college. It shall use such Confidential Information only for the purpose for which it was disclosed by the college and shall not use or exploit such Confidential Information for its own benefit or the benefit of another.
2. It shall protect the Confidential Information against disclosure to third parties in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects its confidential information of similar importance; and limit disclosure of Confidential Information received under this Agreement to persons within its organization who have a need to know such Confidential Information in the course of the performance of their duties for the purpose of this Agreement and who are bound to protect the confidentiality of such Confidential information under a written agreement having terms similar to the terms hereof.

- **Governing Law and Dispute Resolution:**

1. This Agreement shall be governed by the laws of India and the Courts in Jaipur alone shall have jurisdiction.
2. If any dispute or differences will arise between the parties hereto or their respective successors in interest as to the meaning or interpretation of a term if this Agreement or as to the mutual rights and obligations arising out of this Agreement or as to any claim by one party against the other or otherwise howsoever, the same will be referred to arbitration of three arbitrators, one each of whom will be appointed by both the Parties and the third one to be nominated mutually by the two appointed arbitrators and the Arbitration will be governed by the Arbitration and Conciliation Act, 1996 including any amendments or re-enactment thereof inforce from time to time. The venue of Arbitration shall be at Jaipur alone.

For : Deesoo Innovations Private Limited



*Amish*  
Director

*[Handwritten signature]*

• **General.**

1. Assignment: Neither this Agreement nor the performance of any obligation hereunder can be assigned, delegated or otherwise transferred by Vendor to any person without prior written consent of the both institutions.
2. Entire understanding: Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modification, amendment or supplement to this Agreement shall be effective for any purpose unless in writing, signed by each party.
3. Waiver: The waiver of any term, condition, or provision of this Agreement by the college or Vendor must be in writing. No such waiver shall be construed as a waiver of any other term, condition, or provision except as provided in writing, norms a waiver of any subsequent breach of the same term, condition, or provision.
4. Notices: All notices under this Agreement shall be in writing and shall be sufficiently communicated if delivered in person or by courier service, sent by facsimile (followed by the mailing of a hard copy by regular mail) or by registered mail, to the recipient at the following respective address of Parties. Notices shall be deemed to have been received if delivered in person, on the same day; if sent by facsimile, 24 hours after transmission; or if sent by registered mail, five (5) days after deposit into the mail system.
5. Counterparts: The one copy of Agreement will be retained by the college and the other by Vendor, each of which shall be deemed an original, but both of which shall together constitute one and the same instrument.
6. Exclusive arrangement: The College confirms that it will maintain this exclusive arrangement with Vendor during the period of continuity of this agreement for handling waste generated at its present premises during the period of this agreement in force.

For : Deesoo Innovations Private Limited

  
Director





*Mani*  
FIRST PARTY

*Principal*  
St. Wilfred's College For Girls  
Jaipur

**Dr. Manisha Tiwari**

Principal  
St. Wilfred's College for Girls,  
Mobile No. 9829613106

*Swati*  
**Ms. Swati Sharma**

Training & Placement Officer  
St. Wilfred's College for Girls

For : Deesoo Innovations Private Limited

*Dinesh*  
DIRECTOR  
SECOND PARTY:

**Mr. Dinesh Ujjwal**

Chief Technology Officer  
DEESOO Innovations Pvt. Ltd.  
Mobile No. 8946818101

*Narendra*  
**Dr. Narendra Kumar Agrawal**

Head & Convener, (IQAC)  
St. Wilfred's College for Girls

