


## MoU on Waste Management

Sep 2016  
valid till date (7) last Receipt certificate



11723  
29.9.16

தமிழ்நாடு தமில்நாடு TAMILNADU  
star Associates  
erode


K.V. இளங்கோ  
BB 662666  
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**AGREEMENT**

This Agreement ("Agreement") is signed on 29<sup>th</sup> -September-16.

**BY AND BETWEEN:**

Kovai Kalaimagal Educational Trust registered under the trust, having its Trust office at Narasipuram, Coimbatore -641109 represented by its Authorized Signatory Dr. K. A. Chinnaraju, Director and hereinafter referred to as "Kovai Kalaimagal Educational Trust" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its executors, authorized representatives, administrators, successors-in-interest and permitted assigns) of the first part

  
P.V. Sachin R.

  
Kovai Kalaimagal Educational Trust  
Vellimalaipattinam, Thondamuthur,  
Narasipuram, P.O. Coimbatore - 641 109.

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AND

**Star Associates** a company within the meaning of the Companies Act, 1956 having its office at, 24-A, Veppankattu Street, Thurusampalayam Kannadipalayam Post, Bhavani – 638314. represented through Mr.Salim, here-in-after called “**Star Associates**” referred to as a party of the second party (which expression shall, unless repugnant to the context or meaning there of, mean and include its executors, authorized representatives, administrators, successors-in-interest and permitted assigns).

Where **Kovai Kalaimagal Educational Trust** as has agreed to partner in this project and give away the paper and plastic waste generated in its organization and premises. The collection of dry recyclables from Kovai Kalaimagal Educational Trust will be initiated by Star Associates as per schedule, where both the parties agreed mutually.

### NOW THIS AGREEMENT WITNESSETH AS UNDER:

This Agreement is intended to create a synergic alliance between **Kovai Kalaimagal Educational Trust & Star Associates** for recycling dry-waste, which is a vital element in the protection of environment.

#### 1. Definitions:

1.1 **Wastepaper:** Discarded paper including cardboard, newspaper and magazines, shredded papers, old office records, etc.

1.2 **Plastic:** Water bottles, pet bottles, polythene sheets, carry bags etc.

1.3 **Designated Day:** A day in the week / fortnight/month agreed between parties.



P.V. Salim R.

*Chinnu*  
Kovai Kalaimagal Educational Trust  
Vellimalaipattinam, Thondamuthur,  
Narasipuram, P.O. Coimbatore - 641 109.



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### 2. Pick-up locations:

1. Kovai Kalaimagal Educational Trust	
Contact persons	Dr. K. A. Chinnaraju
Designation	Director
Mobile No	94433 76391
Land Line No	0422- 2970131 / 2970132
Email ID	kachinnaraju@gmail.com
Preferable week day for pick-up	Monday to Friday
Time:	8.30am to 4.00pm

### 3. Quality & Quantity

3.1 Material should be free from food particles, without any contamination of garbage, municipal waste or any item which are detrimental to WOW initiative

3.2 Minimum required quantity is 500 kgs.

### 4. Roles and Responsibilities of Kovai Kalaimagal Educational Trust:

4.1 Kovai Kalaimagal Educational Trust shall identify the quantum of wastepaper and plastic generated at various locations.

4.2 Kovai Kalaimagal Educational Trust would store the wastepaper and plastic and Star Associates would pick up at mutually agreed schedule.

4.3 Kovai Kalaimagal Educational Trust agrees to appoints personnel as its representative to coordinate on various activities identified in this Agreement and to notify Star Associates within one month of any change in responsibility.

4.4 Kovai Kalaimagal Educational Trust shall allocate for itself sufficient covered storage space for keeping the material safely.

4.5 A sale invoice in the name of Star Associates shall be issued with local VAT (prevailing rate 5%) to enable faster payment. Invoice will be sent by post / courier to the address given in this Agreement within two days from the date of collection of material



P.V. Sahas R.

*Chinnaraju*  
Kovai Kalaimagal Educational Trust  
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Narasipuram, P.O. Coimbatore - 641 109

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along with the copies of Weighment slips. Copy of the same can be scanned and sent to Star Associates for speedy processing.

4.6 Payment will be processed within two day from the date of receipt of the invoice along with gate pass and weighment slip.

### 5. Roles and Responsibilities of STAR ASSOCIATES :

5.1 STAR ASSOCIATES shall pay to a sum of

Rupees (Thirteen Thousand Rupees (Rs.13, 000/-) Per Ton(Exam Paper without wrapper).

Rupees Ten Thousand (Rs.10, 000) Per ton for (4A Sheet) white paper.

Rupees Eight Thousand Five Hundred (Rs.8,500) per ton for (old news paper).

Rupees Eight Thousand (Rs.8, 000) Per Ton for Kraft.

Rupees Five Thousand (Rs.5, 000) Per ton for old office Records.

Rupees Two Thousand (Rs.2,000/-) Per Ton for dust bin papers, plastics, metal etc collected plus applicable VAT which is 5% at present.

5.2 STAR ASSOCIATES will make necessary arrangements for collecting the wastepaper, plastic & transporting to its godown.

5.3 STAR ASSOCIATES shall not use or disseminate any confidential information printed on the wastepaper if the wastepaper is not properly shredded by and the information is legible.

5.4 Mr.Feroz Munshi, Materials Manager and Mr. V.Shanmuga sundaram

Sr.Propagation coordinator from ITC Ltd-PSPD, Kovai Unit shall be the appointed representatives to coordinate on various activities identified in this Agreement and to notify Kovai Kalaimagal Educational Trust , within one month of any change in responsibility.

### 6. Roles and Responsibilities in General :

6.1 The details laid out in this Agreement, not with-standing the essence and spirit of this Agreement is an understanding between Kovai Kalaimagal Educational Trust and STAR ASSOCIATES.

6.2 Any notice or other communication under or in connection with this agreement shall be in writing in the English language and shall be delivered personally or sent by way of e-



P.v. Sahay R.

*Chinn*  
Kovai Kalaimagal Educational Trust  
Vellimalaipattinam, Thondamuthur,  
Narasipuram, P.O. Coimbatore - 641 109



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mail to the party due to receive the notice or communication at its address set out in this contract or such other address as either party may specify by notice in writing to other.

**6.3** In addition, we will issue recycling certificate to Kovai Kalaimagal Educational Trust indicating the number of trees saved (Viz., one ton of paper recycled can save 22 fully grown trees & 7000 gallons of water.)

### **7. ADDRESS FOR COMMUNICATION:**

Following are the address to which all notices under this Agreement shall be sent:

#### For

#### 7.1 Star Associates,

24-A, Veppankattu Street,  
Thurusampalayam  
Kannadipalayam Post,  
Bhavani – 638314.

#### For

**7.2 Kovai Kalaimagal Educational Trust**  
Narasipuram,  
COIMBATORE -641 109

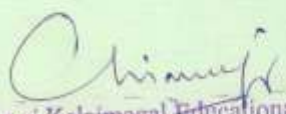
### **8. Execution of this Agreement shall be deemed to be:**

**8.1** A confirmation by both the parties that no benefit, either in cash or kind has been provided by either party to the other party or to any officer or employee, or any relative/ associate of any officer or employee of either party or of any of their associate institutions/companies in order to enter into this Agreement, and

**8.2** An undertaking by both the parties not to provide any benefit, either in cash or kind to any officer/employee/relative/associate of any officer or employee of either party as reward or consideration either for entering into this Agreement or other matter relating to this Agreement.



P.v. Sathy R.

  
**Kovai Kalaimagal Educational Trust**  
Vellimalaipattinam, Thondamuthur,  
Narasipuram, P.O. Coimbatore - 641 109.

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### 2. Other Terms:

**9.1 Force Majeure:** Neither party shall be liable for damages for any delay or failure to perform its obligations here-under, if such delay or failure is due to reasons beyond the control of the concerned party including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earth quakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any Governmental body.

**9.2 Entry into Force and Duration:** This Agreement comes into force from valid day. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. We wish to suggest for open ended document not a periodical document since this recycling activity is continues activity.

**9.3** Any dispute arising out of this Agreement shall be settled amicably between the parties. This Agreement is subjected to the exclusive jurisdiction of the competent courts at Coimbatore

**9.4 Kovai Kalaimagal Educational Trust** security department shall have the right to check/ investigate the transporter of wastepaper (including carton boxes)/ vehicle carrying the waste papers and plastic for **STAR ASSOCIATES**

**9.5** The Parties covenant that they will comply with all applicable laws and regulations in their conduct pursuant to this Agreement.

**9.6** Both the parties shall agree that it will not make use of, disseminate, or in any way disclose any confidential information to any person, firm or business. Furthermore, the existence of any discussions, negotiations or agreements in progress between the parties shall not be released to any form of public media without written approval of both parties.



P.v. Sathya R.

*Chiranjeev*  
Kovai Kalaimagal Educational Trust  
Vellimalaipattinam, Thondamuthur,  
Narasipuram, P.O Coimbatore - 641 109



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### 10. ANTI BRIBERY:

Both the parties hereby represents, warrants and undertakes that, in connection with the transactions contemplated by this Agreement, any matter pertaining directly or indirectly to this Agreement (including without limitation the negotiation of this Agreement and the fulfilment of respective party's obligations hereunder, or any other transactions involving, or undertaken on behalf of, respective parties) shall not make any payment or transfer anything of value directly or indirectly:

- i) To any government official or employee (including employee of a government corporation or public international organisation) or to any political party or candidate for public office; or
- ii) To any other person or entity if such payments or transfers would violate the laws in India.
- iii) It is the intent of the parties that no payment or transfers of value shall be made which have the purpose or effect of public commercial bribery or acceptance or Acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.

In witness where-of, the parties here-to have signed this Agreement on the day, month and year mentioned hereinbefore.

**For Kovai Kalaimagal Educational Trust**

**Authorized Signatory**

**For STAR ASSOCIATES**

**Authorized Signatory  
Manager**



*P.v. Sahas R.*

*Chinniyil*  
Kovai Kalaimagal Educational Trust  
Vellimalaipattinam, Thondamuthur,  
Narasipuram, PO. Coimbatore - 641 109

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### Contact Details:

Sl. No	Name	Designation	Phone number	Email Id
1	Mr.Feroz Munshi	Material Manager –ITC LTD - Kovai	9500999115	Feroz.munshi@itc.in
2	Mr.Shanmuga sundaram	Jr. Manager	9585551416	wowssrv@gmail.com
3	Mr.Salim	Manager	9843313092	star2012plus@gmail.com

*Handwritten signature*  
15/11/2023  
Principal

Coimbatore Institute of Management & Technology  
Narasipuram, Coimbatore - 641 109.



*Handwritten signature: P.v. Sahay R.*

*Handwritten signature*  
Kovai Kalainagal Educational Trust  
Vellimalaipattinam, Thondamuthur,  
Narasipuram, P.O. Coimbatore - 641 109

*Handwritten signature*  
15/11/2023  
Principal

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