

DR. VITHALRAO VIKHE PATIL FOUNDATION

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



Dr. Vithalrao Vikhe Patil
Foundation
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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-414111

and

Industrial Training Institute,
Plot No. B-4/2, MIDC, Ahmednagar- 414111

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 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 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 advance at such a high rate, many electronic devices become technology advance at such a high rate, many electronic devices become "Trash" after few short years of use. As constituent institutes (Medical, Physiotherapy and Nursing), delivers educational health services to community and




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Students Verity of E- equipments are utilized while delivering these service 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 clearly delineate the role of produces 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 rule are applicable to every producer, consumer or bulk consumer, collection center, dismantler and recycler of e- waste involved in the manufacture, sale, purchase and processing of electrical and electronic equipment.

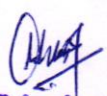
1.3 DEFINITIONS AND INTERPRETATION:

1. Electronic Waste (E-Waste) – The term E- Waste will refer to the below mentioned electrical and electronic waste for the purpose of the 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

1.4. SCOPE OF THE MEMORANDUM OF UNDERSTANDING:




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WHEREAS, Dr. Vithalrao 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 reusing of e- waste products for teaching of 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 here in 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 Agreement 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 compliance 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 center point- Segregation of e- waste in reusable and recyclable (As per Guidelines) Notify the ITI with list for pickup with precaution.

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




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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 the 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.

1.9. THE TERM AND TERMINATION

- 1.9.1 The term of this Agreement shall be for a period of ten (10) years from the date of signing.





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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 institutes, shall mutually agree that this Agreement may be Terminated o 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 cermination to the other party at least thirty (30) days prior to such early termination.

1.10 EXECUTION:

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

IN WITNESS WHEREOF, 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

Date 01 / 08 /2016

Opp. Govt. Milk Dairy, Post: MIDC,

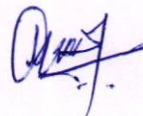
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Fax : 0241 – 2779782, Website: www.vims.edu.in

E-mail : maintenance@vims.edu.in



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Industry:

Industrial Training Institute,

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

Partner representative

Address:



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Date: 01/08/2016

Place: Ahmednagar.

Ahmednagar

Dist: Ahmednagar, Maharashtra.

Telephone : 0241-253694

