

MEMORANDUM OF UNDERSTANDING

BETWEEN

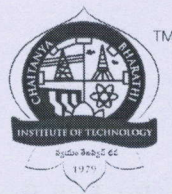


Green Waves Recyclers

(A Unit of Green Waves Environmental Solutions)
Near Studio, Mindhi Village, B.H.PV(PO),
Gajuwaka, Visakhapatnam-530012, Andhra Pradesh

**Green Waves Environmental Solutions, Visakhapatnam,
Andhra Pradesh – 530026**

AND



CHAITANYA BHARATHI
INSTITUTE OF TECHNOLOGY (A)
Affiliated to Osmania University

**Chaitanya Bharathi Institute of Technology (A),
Gandipet, Hyderabad - 500075**

TO PROMOTE

ACADEMIC AND RESEARCH CO-OPERATION

MEMORANDUM OF UNDERSTANDING

TO PROMOTE ACADEMIC AND RESEARCH

CO-OPERATION

This Memorandum of Understanding entered into on the _____ day of _____ between **Green Waves Environmental Solutions**, 43/1, Mindhi Village, Gajuwaka, Visakhapatnam, Andhra Pradesh-530026, hereinafter referred to as 'GWES', which expression unless repugnant to the context or the meaning thereof, shall include its permitted assigns and successors, of the one part,

and

Chaitanya Bharathi Institute of Technology (A), Gandipet, Hyderabad, (herein after referred to as **CBIT**, a self-financed autonomous private institute, through **PRINCIPAL**, **CBIT (A)**, of the another part desiring to promote academic and research cooperation between the two institutes.

WHEREAS:

GWES

Green Waves Environmental Solutions (GWES) is Andhra Pradesh first authorized unit (given by Andhra Pradesh Pollution Control Board) for E-waste collection and handling unit. The primary aim of Zero Waste concept is to reduce waste sent to landfill area and there by promoting a healthy environment. GWES collects the electronic waste from residential, Corporate, Government, SMEs, Educational Institutions, Retailers, Individuals, commercial and industrial areas of Andhra Pradesh. It is segregated and sorted to promote zero waste management which includes recycle, upcycle of E-waste, plastic and solid waste.

GWES organizes college programs with an aim for Zero Waste. GWES had signed MOU with five colleges in three different cities. Three more colleges/ university will be added to the list in another six months. Through MoU, GWES initiates activities/clubs with students and work on clean up drive, waste collection, waste segregation, certified projects or assignments. It also extends

technical support or practical approach to students which have also lead to self employment programs for students in areas of waste management

AND

CBIT

CBIT is a premier institute in the country mostly catering to the needs of Telangana and A.P states. The institute started its academic journey during the year 1979 and for over 41 years it has upgraded itself with excellence in the fields of Engineering, Technology, Computers and Management courses, both in U.G and P.G programs. The institute continues to remain top ranked institute in the self-financed category of private colleges of the state. The institute has acquired autonomous status from U.G.C, New Delhi upto the year 2024 and has been accorded permanent affiliation by Osmania University, Hyderabad upto the year 2024.

Today, the institute is proud to be recognized as Host Institute for MSME Business Incubator (Micro, Small, and Medium Enterprises), Govt. of India, New Delhi and final approval under process for as nodal centre for ATAL Community Innovation Centre (ACIC), ATAL innovation mission (AIM) initiative, NITI Ayog, New Delhi. CBIT boasts of highly skilled and multi-talented faculty whose experience and expertise are the asset to guide students for productive results. Laboratory, computing and networking facilities are provided to each and every department to encourage both individual and collaborative research for the execution of both sponsored/consultancy projects.

A. PURPOSE

GWES – PROPOSED MOU OBJECTIVES:

To have long term relationship with CBIT in terms of establishing a start-up in CBIT campus involving faculty and students for academic and research related work. To organize academic, research, training in the field of mutual interest for both the parties.

i) Internship programmes

With a view to training students with the skills and knowledge necessary to solve today's global/ regional/ local environmental problems such as waste, CBIT aims to establish internship program

with the organization (GWES) that will further the individual student's education and develop the practical skills he or she will need for his/ her future career. The terms and conditions of the internship will be as per mutual agreement and the Internship Policy laid down by CBIT and GWES.

ii) **Training programmes**

On prior discussion and training programmes between the two parties can be scheduled for enriching and exchange of ideas and knowledge. Payment of travel costs to and from the organization/institution where the programme will be held, is to be borne by the nominating agency.

iii) **Research projects**

With understanding between GWES and CBIT, research projects in the mutually agreed field can be proposed in collaboration with one another. The details of such proposal will be as per the mutual agreement by both the parties (GWES and CBIT).

iv) **Publications and Patents**

All publications in the programmes of co-operation will be co-authored by the concerned Faculty/ students of CBIT, employees of GWES. The Coordination Committee shall review the patentability aspect of the research work and direct whether a patent or a publication is to be made.

GWES and CBIT will be joint holders of the intellectual property Right (IPR)/ Patents flowing out of joint work. The decisions on ownership, licensing, costs, royalties and related issues shall be discussed and made by the coordination committee and their recommendations shall be processed in accordance with the framework of IP guidelines and rules governed by individual party at GWES and CBIT.

These decisions shall be prespecified and detailed in individual project/ activity specific Memorandum of Agreements (MoA) that will follow under this MoU.

B. CBIT - PROPOSED MOU OBJECTIVES:

- To disseminate and exchange creative and innovative ideas among students, employees and faculty

- To coordinate and organize different national and international level programmes like conferences / webinars / seminars / workshops / invited lectures to the extent possible.
- To work on collaborative project proposals in areas of mutual interest and submit to various agencies / industries for funding.
- To publish the collaborative research findings in various national and international referred and peer reviewed Journals with mutual consent only.
- To avail or share the facilities of GWES and CBIT, for collaborative research in areas of mutual interest, by the students and faculty of CBIT and by employees of GWES, with prior approval and agreement from concerned officials from both parties.
- To mutually collaborate and offer skill development programmes, certification courses and training programmes for various personnel of academic, industrial and research institutes of private and public sector organizations concerned officials from both parties.

Confidentiality

During the tenure of the MoU both CBIT(A) and GWES will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

Both CBIT (A) and GWES shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS. Further both CBIT (A) and GWES should put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information should not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

C. Publication of results

The publication of research results gained by the student/ faculty/ employee over the period of his/her research is to take place only after consultation with GWES and CBIT.

D. Period of validity of the Memorandum of Understanding

This Memorandum of Understanding is valid for **Three years** effective from the date that it is signing is concluded by representatives of GWES and CBIT. In case any project is under execution, both parties agree that the activities will be completed even though the term of the agreement is over.

E. Co-ordination Committee

The following will constitute the Coordination Committee to monitor and review the collaborative programme between the two parties:

- a) Managing Director, GWES and/or their nominee(s)
- b) Principal, CBIT (A) and/or their nominee(s)
- c) Employees of the concerned section(s) of GWES and HODs/ Faculty from CBIT who are to be invited whenever needed.
- d) Employees of GWES and HODs/ Faculty of CBIT, who are involved as Guides / Supervisors / Co-supervisors for the work involved.

The Co-ordination Committee shall:

- *Review the progress of the identified programmes *Consider the new research / start-up proposals for joint collaboration and implementation on case to case basis including IPR and financial arrangements.
- *Consider the addition/deletion of areas of co-operation between the two parties during review.
- *Consider the continuance of the MoU after three years period.

F. Termination/renewal of the Memorandum of Understanding

A period of three months' notice will be provided in the case when either party (GWES or CBIT) who wishes to terminate the agreement established in this Memorandum of Understanding. Any such wish must be expressed in writing. Any decision to renew the agreement must again be agreed upon by both parties, with both parties expressing their desire to continue at least three months prior to the expiration of the period covered by the current Memorandum of Understanding. In case any urgent and important project is under execution, both parties agree that the activities will be completed even though the MoU is terminated based subjected to mutual agreement.

Compensation, Force Measure, Approval and Dispute Settlement

a) Compensation

Neither Party shall be liable to the other for any incidental, indirect, special or consequential damages, including but not limited, to loss of profits, loss of use, loss of revenues or damages to business or reputation arising out of or in connection with this Agreement or any aspect thereof. Neither Party shall be liable to the other by reason of the termination or expiry of this Agreement for compensation or damages on account of the loss of prospective business or on account of expenditures in expectation thereof.

b) Force Majeure

Any delay or failure in performance by the party to this Agreement, shall not constitute default hereunder to give rise to any claims for damages against said party, if any, to the extent caused by matters beyond the control of said party including but not limited to acts of Nature, Strikes, Lock outs or other concerted acts of workmen, fires, floods, explosions, blockages, embargoes, riots, war (declared or undeclared), rebellion, sabotage, extraordinary severe weather, pandemic situation, civil commotion and criminal acts of third persons. If the project under execution is delayed by such force majeure, then upon the happening of such delay, the parties within 30 days of the happening of such event, shall give notice in writing,

requesting for extension of time indicating the period for which extension is desired. Efforts will be made by both parties to give fair and reasonable extension of time for the projects at their discretion but no monetary allowances shall be made unless it is mutually agreed.

c) Approval of the MoU

This Agreement may be signed by authorized officials, whether by original signature or by scanned signature due to the current situation (provided the pdf document is accompanied with official email), signature/approval over official email, with the same effect as if the signature to any counterpart was an original signature upon the same instrument.

d) Dispute and Settlement

i) In case of any dispute (s), steps shall be taken by the parties to the MOU to settle the same through amicable negotiations. In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the designated official as per the bye law of CBIT(A), Hyderabad to arrive at a settlement.

In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration for resolution of the dispute under Arbitration and conciliation Act 1996. The arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996. The dispute shall be referred for arbitration to sole arbitrator to be appointed by the designated official (s) as per the bye law of CBIT(A) – Hyderabad. The award of the sole arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award.

ii) **Applicable Laws and Jurisdiction of Courts**

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the MOU including the arbitral proceedings. The competent Courts at Hyderabad in the State of Telangana - India shall have sole jurisdiction. All questions, disputes, differences arising under, out of or in connection with this MOU shall be to the exclusive jurisdiction of Hyderabad courts in the State of Telangana.

G. Others

Additions or amendments to the provisions fixed by this Memorandum of Understanding are possible at any time, subject to consultation and mutual agreement between both the parties (GWES and CBIT).

IN WITNESS WHEREOF, the two parties hereto have caused this MOU to be made in English and executed by their respective duly authorized representatives on the day and the year first above written

(G.P.S.I)
Authorized Signatory

PRINCIPAL
CBIT (A), HYDERABAD

For and on behalf of MLCU

(R. Jid Chawla)
Authorized Signatory

MANAGING DIRECTOR
GWES, VISAKHAPATNAM

For and on behalf of GWES

Witnesses:

1. _____
(Name & Signature)

2. T. Chawla
(Name & Signature)

Dated: 7/1/2021

Witnesses:

1. K. Paul Var
(Name & Signature)

2. _____
(Name & Signature)