MEMORANDUM OF UNDERSTANDING



Gujarat University Navarangpura Ahmedabad-380009, Gujarat, INDIA.

And



ECS Environment Pvt. Ltd Vastrapur, Ahmedabad – 380015. GUJARAT, INDIA

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into on February 4th 2019 at Ahmadabad by and between: -

BETWEEN

ECS Environment Pvt. Ltd, a company incorporated under the Companies Act 1956, and having its registered office at Head Office: THE FIRST, B-02, ECS Corporate House, Behind Keshavbaug Party Plot, Off 132 Ft. Ring Road, Vastrapur, Ahmedabad – 380015. GUJARAT, INDIA.

Plant Add: Block No. 24, Paiki, Village-Vautha, Taluka- Dholka, Dist. Ahmedabad -382 225."

Hereinafter called "ECS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include trustees, beneficiaries, executors, administrators and successors) of the One Part.

AND

Gujarat University (GU), established on 23rd November 1949 as a state University at Ahmedabad under the Gujarat University Act 1949 of the state government. It is an affiliating university for undergraduate, post-graduate, and research-level courses. It also encourages high-impact research in various scientific disciplines. More than 300000 students are enrolled and study different courses in the university. There are more than 300 colleges, 35 approved institutions, and 20 recognized institutions affiliated with GU. As a premier university, GU strives to accommodate novel ideas and innovative strategies in teaching and research to cater to emerging challenges of academic endeavors, research, and development.

Whereas ECS is engaged in the business of processing E-Waste, Refurbishing Electronic waste, recycling of E-waste products & Related Services, AND GUJARAT UNIVERSITY is a leading academic institution in India. Both the parties have agreed to entera Memorandum of Understanding for collection and processing of Electronic Waste whereas GUJARAT



UNIVERSITY, in co-operation with ECS will carry out Awareness and Collection of electronic waste and hand it over to ECS for processing as per government guidelines.

A. Responsibilities under this MoU

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties hereby agree as under:

Core Objectives-

- Academic collaborations Short term courses (Certificate/ diploma)
- Research collaborations Writing Joint proposals to various funding agencies.
- Services Outsourcing To avail access to GU core facility and outsource services.
- ECS and GUshall carry out Awareness activities on e-waste, its types, its processing, hazards of wrong processing etc. to all their various education institutes, departments, and authorities.
- ECS shall co-operate with GUin providing information to GUas and when required for its awareness activities.
- The Awareness Material, Literature, Marketing Materials, Banners, Posters, Audio-visual presentations, Media advertisements etc. shall mention the identity/name/logo of both GUand ECS.
- GUshall carry out e-waste collection programs at corporates, institutions, departments etc. where e-waste shall be collected and gathered at a central location or collection point.
- Both the parties jointly discuss regularly about the e-waste recycling industry's Refurbishment, metal and nonmetal extraction technology requirements.
- Both the parties have jointly agreed to start Research activities at GU, in this
 collaborative research facility, ECS will provide all technical support and related
 assistance while GUwill provide Infrastructure and other requirements.

- ECS shall collect e-waste from the designated area as identified by GUwithin their campus and collection point(s) as set up by GU.
- 8. ECS shall provide the details of material to GU in terms of types and quantity.
- ECS shall process the e-waste in compliance with the government's guidelines.
- ECS shall provide documentation to GU as per the government's guidelines.
- 11. Both ECS and GU shall comply strictly with applicable laws and their obligations as per E-waste (M&H) Rules. If any party fails to comply with applicable laws or any other obligations contained herein, the other party is not responsible in any way and the noncomplying partyholds harmless the other party, its directors, officers, employees, agents and authorized representatives from any claim, suit, legal or other proceedings, demands, damages, liabilities, cost(including attorney fees), expenses arising therefrom.
- 12. In future if GU is willing to add any new e-waste party, they shell inform ECS. However, ECS will be GU's preferred e-waste partner.
- Both parties will cooperate with each other in all possible ways.

B. Confidentiality

Both Parties agree that their Personnel and representatives shall not during the term of this Agreement or thereafter, either directly or indirectly, for any reason whatsoever, divulge, disclose or make public any confidential information which may come to its knowledge and whether concerning the business, property, contracts, methods, transactions, dealings, affairs or members of the Customer or otherwise, save in accordance with the performance of its duties and hereunder or as required by law or unless expressly authorized by the ECS to do so. Both Parties shall ensure that no information pertaining to the other Party is divulged to any third party without the prior express written permission of the other party.

- · Any expansion or modification relating to the MoU shall be carried out jointly by the Gujarat University and ECS Environment Pvt. Ltd.
- · Gujarat University shall fulfil all-new responsibilities as and when mutually agreed upon.
- The above agreement shall be subject to Ahmedabad Jurisdiction only.

IN WITNESS WHEREOF the parties have put their hands the day and year first hereinabove written.

For and on behalf of

ECS Environment Pvt. Ltd

NAME: Mr. Hardik Mandora

DESIGNATION: BDM

(Business Development Manager)

PLACE: Ahmedabad

For and behalf of

GUJARAT UNIVERSITY

NAME: Dr. PM Patel

DESIGNATION: Registrar, Gujarat

University

PLACE: Ahmedabad

Witness:

(1) Mr. Kapil Kumar

(2) Mr Rakesh M. Rowal