

M/s Green Works Waste Solutions through its Authorized Signatory, Mr. Vikas Sangwan having its Registered Office Material Recovery, Traceability, 5 Phase 1, BHP Colony, Satrod Khurd, Delhi Road, Hisar, Haryana, hereinafter called the "**Licensee/Second Party**".

(The term and expression "**Licensor/First Party**" and "**Licensee/Second Party**" wherever used or occurring in the License Deed shall always, unless or by necessary implication and /or being contrary to the subject and context mean and include heirs, successors, Administrators, assignee etc. in their respective offices)

Whereas the First party is a University situated in a huge campus where there is a daily generation of domestic solid waste;

Whereas the Second Party Green Works Waste Solutions is a social enterprise that provides end-to-end waste management services. The company help to provide on-site solutions for wet waste and the dry waste is collected and sent to a Materials Recovery Facility for secondary sorting and then to recyclers and other authorized end destinations;

Whereas the Second Party has assured the First Party that it has all the statutory approvals & license to provide end-to-end waste management services;

Whereas the Second Party is interested to collect all domestic solid waste collected in Black Bags from the First Party's premises at Jolly Grant;

And Whereas on the request of Second Party, the First Party has permit the Second Party to collect all domestic solid waste collected in Black Bags generated in the campus of First Party subject to the terms and conditions of this license deed;

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That this licence deed shall come into effect on **16th August, 2024** and shall remain valid for a period of one year till **15th August, 2025** which can be renewed and/or a fresh deed be executed for further period with mutually agreed terms and conditions between both parties.
2. That if the deed is not renewed by the First Party due to any reason before its due date of expiry but it Continues availing the services even after the due date, the license will be deemed to have been renewed on the prevailing terms and conditions till such period of the extension as may be confirmed and granted by the party of the First Part. The provision for the extension however shall not be applicable in case the First Party has issued the Notice for the determination of the License or restricted the License period on such conditions as may be imposed by the Party of the First Part.
3. That the deed can be terminated by either party by giving three months notice. However, in case of the violation by the Second Party of any of the terms and conditions contained in this deed, or even otherwise, the First Party reserves the right to terminate the deed forthwith without assigning any reason thereof
4. That the Second Party shall help First Party to provide free of cost on-site solutions for wet waste generated at the institutions of the First Party. Further, the Second Party shall pick up all domestic solid waste collected in Black Bags from the Jolly Grant situated premises of the First Party.



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5. That the First Party shall not charge any amount from the Second Party towards domestic solid waste. Further, the Second Party shall also not charge any amount from the First Party towards collection, transportation & disposal of waste.
6. General Representations & warranties: -

Each Party represents and warrants to the other that:

- 6.1 It has the full power and absolute authority to enter into, execute and deliver this agreement and to perform its obligations and the transactions contemplated hereby and, it is duly incorporated and validly registered under the laws of the jurisdiction of its incorporation or organisation.
- 6.2 The execution and delivery of this agreement and the performance by it of the transactions contemplated hereby have been duly authorised by all necessary corporate or other internal action of such Party.
- 6.3 The execution, delivery and performance of this MOU does not constitute a breach of any MOU, arrangement or understanding, oral or written, entered into by it with any third party;
- 6.4 The execution, delivery and performance by it of this MOU does not violate any statute, law, regulation, rule, order, decree, injunction or other restriction of any governmental entity, court or tribunal to which it is subject;
- 6.5 Each Party warrants to the other that the representations and warranties in this Clause hereof are true and accurate in all respects and do not contain any untrue statement of any fact or omit to state any necessary or material fact.
7. That it shall be a strict liability of the Second Party to carefully collect all the domestic solid waste from the premises of the First Party and to securely transport the same from the premises of the First Party to its plant for its **final** disposal.
8. That once the waste is handover to the Second Party, it shall be the responsibility of the Second Party to dispose the waste as per the statutory norms or the laws in force. In any event, the First party shall not be responsible for mishandling of the waste by the Second Party or its employees.
9. That the Second Party shall abide by the rules, terms and conditions laid down herein and such other rules and regulations as may be framed by the First Party from time to time on need base during the tenure of the deed.
10. That the Second Party shall be responsible for discharge of their obligation to make the payments of all the necessary Statutory Taxes.
11. That the Second Party shall report exclusively to the Chief Medical Superintendent Department of the First Party institution.
12. That the Second Party will collect all the domestic solid waste collected in Black Bags generated in the campus of First Party.



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13. That the Second Party shall only collect the domestic solid waste that is placed at the Disposal Site of the First Party.
14. That the Second Party shall appoint its employees for segregation of waste at the disposal site of the First Party on daily basis. It shall be the responsibility of the Second Party to get the waste cleared every day from the premises of First Party. The second party shall provide proper tools & kits to waste handlers so as to prevent them from any infection or injury.
15. That the employees of the Second Party shall not be deemed to be the employees of the First Party for any purpose and hence shall not be entitled to claim any salary, compensation or damages etc. from the First Party.
16. That the Second Party shall ensure that personnel posted by them shall not contact the authorities of SRHU in any matter, including the matter relating to payment of their dues, wages, leave, relief, uniforms, experience certificate etc. This shall be the sole responsibility of the First Party.
17. That with regard to its employees, second party shall be exclusively liable for due observation and implementation of the statutory compliances & legal requirements under Labour and Factory laws as applicable under Factories Act, 1948, Wages Act, P.F./ESIC & Miscellaneous Provisions Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, The Workmen's Compensation Act, Uttarakhand Labour Commissioner Gazette Notifications/ Uttarakhand Government orders and all applicable Government Liabilities & laws from time to time.
18. The Second Party shall submit a list of personnel posted by them at the campus of First Party, containing their personal information viz. name, address, photograph, photo identity card, etc. for approval of the First Party. The Second Party shall also get the police verification from the local police station of the staff deployed by them in SRHU and submit their report in SRHU before deployment.
19. That the staff appointed by the Second Party should be physically & mentally fit and should behave in a polite manner with the staff, patients and visitor of SRHU. They should be trained & experienced and shall conduct themselves as per orders of the administration of the First Party. In case of any misbehavior and misconduct of any worker so deputed, the second party shall forthwith replace the worker under the direction of First Party.
20. That the employees of the Second Party at the disposal site shall have all necessary vaccinations (especially Hepatitis B Vaccine) & follow all universal precautions viz, wearing proper ID, material like gloves, gum boots etc. which shall be arranged by Second Party.
21. That Second Party shall ensure that the staff members hired for carrying out the work should follow a dress code and that Second Party will be responsible for their personal hygiene, discipline and conduct of their staff members.
22. That the Second Party will ensure strict prohibition of any alcoholic/intoxicated/tobacco items within the campus.
23. That the Second Party shall ensure that none of the staff member is found staying within the campus after the working hours.



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24. That the work and the work force of the Second Party can be inspected/ directed/ guided by any authority of the First Party.
25. That the second party shall solely liable for injury, disablement or death caused to its worker during the course of performing their duties in the Premise of the SRHU, whether such injury, disablement or death is caused due to his own or some other person's negligence, omission or commission, SRHU shall not be responsible for any such injury, disablement or death caused to the worker. If any claim or action is made against the SRHU by any government authority, any Worker or anyone's legal heir, then second party shall pay such claim, fine or penalty. If any amount is paid by the SRHU for above stated injury, disablement or death, then SRHU shall be entitled to recover the same from the second party.
26. The second party shall ensure that their employees strictly follow the guidelines framed by the statutory authorities as well as the management of First Party for proper collection and disposal of solid waste.
27. That the Second Party shall ensure prevention of unauthorized entry of undesirable persons within the campus.
28. That the Second Party shall arrange their own transport for transporting the waste from the campus of First Party.
29. That the First Party shall authorize the Second Party for collection of all domestic solid waste collected in Black Bags.
30. That the employees of the Second Party shall not collect any waste from any other sites of the First Party other than the Disposal Site of First Party.
31. That the Second Party shall be liable to disclose its further contracts with whom they are associated for disposing/recycling waste whenever it is demanded by First Party.
32. The Second Party shall get the waste weighed each time the waste is lifted from the premises of the First Party and shall be required to submit the receipt as documentary proof. The cost of weighing the waste shall be borne by the Second Party. The receipt shall be submitted, in original, to the office of the First Party for verification.
33. That the Second Party will not sub-let the services in the campus of First Party to any other individual/firm or company.
34. That the Second Party shall not use the name of the First Party in any of their letter-head/cash memo and other stationary items etc.
35. That the First Party shall be entitled and free to impose penalty on the Second Party as decided by the First Party for non-compliance of any of the terms and conditions of this deed as mentioned below:-
- Rs. 5000/- , if unauthorized persons are brought inside the campus of the First Party.



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- Rs. 5000/- , if hygienic conditions are not maintained.
- Rs. 5000/- , if cleaning staffs are not made available as per the term of the License Deed
- Rs. 500/- , for not following the Uniform Code of dressing.
- Rs.20,000/- , if any staff member is found using/consumption of alcoholic drinks, drugs, tobacco in any form.
- Rs. 50,000/- , if any staff member is found to be carrying any other material (except the items allowed as per the term of the License Deed) out of the campus of the First Party.
- In case the Second Party does not collect the waste on scheduled day and time, the Second Party shall be liable to pay penalty as decided by the First Party per day, till the date of removal of that waste from the premises of First Party. In addition, the Second Party shall also be liable to pay to First Party the amount that the First Party may incurred in removal of that waste from its premises.
- For any other defaults not covered here, a suitable penalty will be charged as per the discretion of SRHU management.

In case of repetition, the penalty amount shall be doubled, depending upon the gravity of the act or omission & for further lapse the first party shall reserve the right to impose strict penalty up to the extent of termination of the license deed without providing any opportunity to the second party.

36. That the SECOND PARTY shall be free to approach the authorities of SRHU in case of any grievance or dispute. The SECOND PARTY shall under no circumstances have the right to proceed through any legal proceeding of any kind on behalf of the FIRST PARTY or against the FIRST PARTY.
37. In no event shall SRHU be liable for any business expenses, loss of profit or incidental indirect or consequential damages to the second party on account of performing services under the present license deed, for any cause.
38. Indemnity : Second Party shall indemnify the SRHU against all loss, damages, claims, liabilities, expenses, payments or outgoings incurred by SRHU arising directly or indirectly from:
 - a) Any breach of this license deed by Second Party;
 - b) Any act or omission of Second Party and its staff (including any negligence, unlawful conduct or willful conduct) relating to this license deed or arising as a consequence of the performance or non - performance of the obligations under the license deed.

Further, SRHU shall be entitled to recover from the second party all/any demands/penalties raised by the Government Department because of any default on the part of the second party.
39. Anti-Bribery & Anti-Corruption: Second Party agrees that it will not provide any monetary benefit, gifts or any kind of personal favour to First Party's employees/ officers or to any Third Party for getting the business from SRHU. Further, the second party and its staff shall not involve in bribery or any corruption while performing their duties under this license deed. Any breach of this clause could result in termination of license deed.
40. That if any provision of this License Deed is held to be invalid or unenforceable to any extent, the remainder of this Deed shall not be affected and each provision of this Deed shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this License Deed shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.



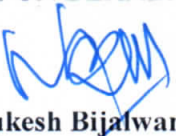
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41. Any dispute and/or difference arising out of/or relating to this deed, including interpretation of its terms, shall be resolved through joint discussion by the authorized representatives of both the parties. However, if the disputes are not resolved amicably, the same shall be resolved through arbitration appointed in accordance with the Arbitration and Conciliation Act, 1996. The venue of Arbitration Proceedings shall be at Dehradun. The decision of the Arbitrator shall be binding on both the parties.

42. All disputes are subject to the jurisdiction of courts at Dehradun, Uttarakhand.

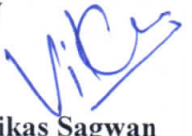
IN WITNESS WHEREOF the parties hereto have executed.

FOR & ON BEHALF OF FIRST PARTY


Dr. Mukesh Bijalwan
Registrar
Swami Rama Himalayan University
Swami Ram Nagar, Jolly Grant, Dehradun



FOR & ON BEHALF OF SECOND PARTY


Mr. Vikas Sagwan
M/s Green Work Waste Solution
Material Recovery, Traceability, 5, Phase
1, BHP Colony, Satrod Khurd, Delhi
Road Hisar, Haryana

Date : 09th September, 2024

Place: Dehradun