



☎ : 040-24576985

# NAWAB SHAH ALAM KHAN COLLEGE OF ENGINEERING & TECHNOLOGY

(Approved by AICTE, Govt. of Telangana, Affiliated to JNTUH Hyderabad)

#16-4-1/A, New Malakpet, Hyderabad-500 024. | E-Mail: nsakcet@gmail.com | Website: www.nsakcet.ac.in

Ref. No.

Date 11/08/2018

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**NAWAB SHAH ALAM KHAN COLLEGE OF ENGINEERING AND**  
**TECHNOLOGY**  
**AND**  
**Rapidue Technologies Pvt. Ltd**

This Memorandum of Understanding is made and executed on 11<sup>th</sup> of August 2018.

**BY AND BETWEEN**

1) Rapidue Technologies Pvt. Ltd. is a registered company with its having office at 6-2953, Office No. 205, Krishna Plaza, Kaitratatabad, Hyderabad - 500004, Telangana. INDIA (herein after referred to as Recykal which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to include its successors and permitted assigns); of the other part.

**AND**

Nawab Shah Alam Khan College of Engineering and Technology, affiliated to Osmania University, Malakpet Hyderabad; of the first part

Nawab Shah Alam Khan College of Engineering and Technology and Recykal shall hereinafter be referred to individually as a "Party" and collectively as the "Parties", as the case may be. WHEREAS, Recykal is sustainability, digital technology service provider, with solutions to promote & facilitate recycling activities and also wants to engage with a sustainability partner.

WHEREAS " Nawab Shah Alam Khan College of Engineering and Technology " wishes to on-board with Recykal its sustainability solution partner to enable the responsible disposal of dry recyclables during the period 1 August 2018 to 10th August 2021.

NOW THEREFORE, in consideration of the aforesaid and the mutual promises between the Parties under this Agreement, the Parties hereto agree as follows:

  
**PRINCIPAL**

**Nawab Shah Alam Khan**  
**College of Engineering & Technology**  
New Malakpet, Hyderabad-500024

  
**Coordinator**  
**IQAC Cell**  
**Nawab Shah Alam Khan College of**  
**Engineering & Technology**



### **1.Now This MOU Witnessed As Under:**

This is an agreement for a synergic alliance between" Nawab Shah Alam Khan College of Engineering and Technology" and Recykal for the cause of recycling of Dry Waste and to protect environment, conserve natural resources, inculcate the habit of source segregation among the citizens, recover &recycle the dry recyclables which is going to landfill & create a sustainable livelihood to the informal sectors.

### **2.Scope:**

Recykal will provide the sustainability solution through its digital technology platform 'Recykal' (here in after referred as 'Recykal') to Nawab Shah Alam Khan College of Engineering and Technology for responsible disposal of recyclables.

Pickup request for disposal of material will be generated on Recykal digital dashboard by Nawab Shah Alam Khan College. Required services will be fulfilled by Recykal and its associated partners

While this agreement is in force, Nawab Shah Alam Khan College of Engineering and Technology College shall ensure that all the dry recyclables will be disposed only through Recykal or its associated partners

Rates for recyclables will be displayed time to time on Recykal.

Nawab Shah Alam Khan College of Engineering and Technology will raise invoices of the value to be received against the disposal of recyclable.

The sustainability certificate for responsible disposal through the Recykal will be provided and the same can be accessed on Recykal dashboard.

Nawab Shah Alam Khan College of Engineering and Technology is required to provide necessary entry and exit permissions included, but not restricted to gate-pass, other access formalities to use its space for loading of recyclable and man power movement during the time of pickup.

The Project shall be valid till 10th August 2021 and can be renewed for additional periods and quantities as per mutual agreement of Nawab Shah Alam Khan Engineering College & RecyKal


### **3. Indemnity:**

Nawab Shah Alam Khan College of Engineering and Technology shall be solely responsible for collection & storage of category wise recyclables in their premises. Recykal will share its expertise for segregation of this material.

Recykal will take an initiative to conduct awareness drives with students in the College.

Both Parties further agree to indemnity and keep indemnified each other against all actual loss and damage which the both the Parties may suffer as a result of any breach of this agreement by the either of the Parties.

A  Coordinator

  
PRINCIPAL  
Nawab Shah Alam Khan

#### Terms :

This Agreement shall come into force from the date of signing and remain valid for a period of 36 months, including final payment & documentation whichever is earlier unless terminated earlier by the Parties. The Agreement may be extended for such further periods and quantities as may be agreed to by the parties

#### 4. Termination:

This Agreement shall automatically terminate on the expiry of the period of

- 1) 24 months from the date of signing of this Agreement or completion of the project, including final payment & documentation, whichever is earlier as provided above unless extended by the Parties by mutual consent.
- 2) Parties may terminate the Agreement after giving a notice in writing of thirty (30) days to the other Party of its intention to terminate the Agreement.
- 3) In the event of any lapses in execution by any party, the other party shall have the right to terminate this agreement by giving a 30 days' notice to the defaulting party.

#### 5. Amendment:

Any Amendment to this Agreement shall be valid and binding on the Parties only if it is made in writing and signed by duly authorized representatives of each Party.

#### 6. Notices:

All notices and other communications shall be sent to the address of each Party set forth at the beginning of this agreement.

#### Resolution of Disputes:

- a) Any dispute or difference between the Parties out of or in connection with this Agreement, including the validity thereof shall at first instance be resolved amicably through negotiations or discussions between the Parties.
- b) If the dispute remains unresolved, then the same shall be taken up by the Heads of both the Parties and their duly authorized representatives; who shall strive to resolve the dispute amicably.

#### 7. Governing Law and Jurisdiction:

This Agreement shall be governed and construed in accordance with the laws of India. Except as provided otherwise, the courts in Hyderabad shall have exclusive jurisdiction over any matter arising out of this Agreement.

  
PRINCIPAL

  
Coordinator  
IQAC Cell

8. Survival of Terms:

The clause on "Indemnity", "Dispute Resolution", "Governing Law and Jurisdiction" will survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties agree and acknowledge to the aforesaid terms and conditions of the Agreement.

*Akshay*

For and on behalf of Recykal  
Rapidue Technologies Pvt. Ltd.

Partner

(Sign & Stamp)



Name : Akshay Deshpande

Witnesses:

1. *[Signature]*

2. *[Signature]*

For and on behalf of

**NAWAB SHAH ALAM KHAN COLLEGE OF  
ENGINEERING AND TECHNOLOGY**

Customer

*[Signature]*

**PRINCIPAL**

**Nawab Shah Alam Khan**

**College of Engineering and Technology**  
New Malakur Road-500024.

Witnesses:

*[Signature]*  
**Coordinator**  
**IQAC Cell**  
**Nawab Shah Alam Khan College of**  
**Engineering and Technology**  
**Hyderabad.**

*[Signature]*  
**PRINCIPAL**  
**Nawab Shah Alam Khan**  
**College of Engineering and Technology**  
**Hyderabad.**



# NAWAB SHAH ALAM KHAN COLLEGE OF ENGINEERING & TECHNOLOGY

(A Muslim Minority Institution)

Approved by AICTE,  
Accredited by NAAC  
Affiliated to O.U. Hyderabad. Included in 2F UGC  
Recognised by Govt. of Telangana

Ref. No.

Date 11/08/2021

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AND

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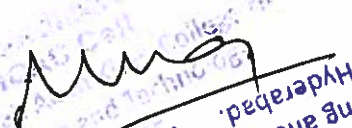
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**Nawab Shah Alam Khan**  
**College of Engineering & Technology**

  
**Nawab Shah Alam Khan**  
**College of Engineering and Technology**  
**Hyderabad.**



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Both Parties further agree to indemnity and keep indemnified each other against all actual loss and damage which the both the Parties may suffer as a result of any breach of this agreement by the either of the Parties.

  
PRINCIPAL

  
Coordinator

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**7. Governing Law and Jurisdiction:**

This Agreement shall be governed and construed in accordance with the laws of India. Except as provided otherwise, the courts in Hyderabad shall have exclusive jurisdiction over any matter arising out of this Agreement.

  
**PRINCIPAL**  
Naresh Chakraborty

  
**Coordinator**  
IQAC Cell

8. Survival of Terms:

The clause on "Indemnity", "Dispute Resolution", "Governing Law and Jurisdiction" will survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties agree and acknowledge to the aforesaid terms and conditions of the Agreement.

*Akshay*

For and on behalf of Recykal  
Rapidue Technologies Pvt. Ltd.

Partner

(Sign & Stamp)



Name : Akshay Deshpande

Witnesses:

1. *V. Anand*

2. *Pray*

For and on behalf of

**NAWAB SHAH ALAM KHAN COLLEGE OF  
ENGINEERING AND TECHNOLOGY**

Customer

*ASAD*

**PRINCIPAL**

**Nawab Shah Alam Khan**

**College of Engineering & Technology**  
New Malakpet, Hyderabad-500024.

Witnesses:

**PRINCIPAL**

**Nawab Shah Alam Khan**

**College of Engineering & Technology**  
New Malakpet, Hyderabad-500024.

**Coordinator  
IQAC Cell**

**Nawab Shah Alam Khan College of  
Engineering and Technology  
Hyderabad.**





# NAWAB SHAH ALAM KHAN COLLEGE OF ENGINEERING & TECHNOLOGY

(Approved by AICTE, Govt. of Telangana, Affiliated to JNTUH Hyderabad)

#16-4-1/A, New Malakpet, Hyderabad-500 024. | E-Mail: nsakcet@gmail.com | Website: www.nsakcet.ac.in

Ref. No.

Date 11/08/2018

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

**NAWAB SHAH ALAM KHAN COLLEGE OF ENGINEERING AND TECHNOLOGY,  
HYDERABAD**

### AND

**DIVYA TECH, HYDERABAD**

This Memorandum of Understanding (the "MoU") made effective this day of 11 July 2018  
by

and between Nawab Shah Alam Khan College of Engineering (hereinafter referred to as "Party 1"); having its office at Saidabad and Divya Tech having its office at Malakpet. Hyderabad. (Hereinafter referred to as "Party 2"); with signatories of this MoU being sometimes referred to herein individually as "Party" or collectively as "Parties".

### WHEREAS

- The Party 1 is desirous to get the E Waste Management Audit of Nawab Shah Alam Khan College of Engineering and Technology Party 2.
- The Party 2 has been providing such facilities.
- The Parties see mutual advantage in establishing a collaboration to further proceed for the E Waste Mange Audit.
- It is the intent of the Parties that the E Waste Management Audit shall be completed as per the schedule.

### NOW, TIHEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

#### 1. Purpose of MoU

The purpose of this MoU is to serve as a basis and framework for the Parties to processes E Waste Management Audit of Nawab Shah Alam Khan College of Engineering. (The "Purpose").

#### 2. Scope

- The Parties shall meet or correspond as necessary to discuss and attempt to agree on the progress of work relating to the E Waste Management Audit of Nawab Shah Alam Khan College of Engineering College by the Party2 as per schedule.
- The output of the work shall be strictly as per schedule.

**Nawab Shah Alam Khan**

**IQAC Cell**

### 3. Work Expenses

The expenses related E Waste Management Audit of Nawab Shah Alam Khan College of Engineering, shall be fully borne by the Party 1 through NSAKCET funding to Party 2.

**Information, Message alerts, document** shall be booked as per the standard of Procedures in Divya Tech and as per the schedule given by Party 2.

### 4. Mutual Agreements

Parties agree as follows:

- a) Party 2 will offer supportive technical assistance in the data collection for the visit.
- b) The Party 1 will monitor the implementation of each visit for the Purpose for Successfully achievement of goals.
- c) Party 2 will give overall E Waste Management Audit of Nawab Shah Alam Khan College reports that may be necessary to document of program success to the Party 1.
- d) The Party 1 will coordinate, facilitate, and/or provide all facilities which will assist in successful completion of E Waste Management Audit of Nawab Shah Alam Khan College of Engineering.
- e) The Party 2 will implement the visits in any manner within its authority.
- f) In case of breach (delay) Party 2 of the terms of this agreement the Party 1 may unilaterally, by serving a written notification, terminate this MOU and ensure works through some other party(ies) as a result of such termination.

### 5. Duration and Termination

- a) This MOU shall enter into force from 11.07.2018 the moment of its execution and shall remain in full force till 10.07.2021. the achievement of the Purpose.
- b) The MOU may be terminated by parties by terminating its involvement in the activities set Out in this MoU. Such termination shall be in writing to all other Parties and should not result in any kind of liability towards the other Parties
- c) Party 2 shall recoup all the liabilities created under this agreement and the other Parties obligations that shall survive on termination or expiration of this MoU.
- d) Under no circumstances, whether as a result of breach of agreements, warranty, guarantee, indemnity, lost (including negligence), strict liabilities or otherwise, shall any Party or any of their subcontractors or suppliers, if any, be liable to any other Party to any of the following categories of damages, costs, losses or expenses and each Party shall release the other Parties from any Liability therefore: (a) loss of profit, loss of revenue, loss of goodwill, loss of use, loss of opportunity, loss of production, downtime costs and the costs of obtaining or maintaining financing (in all cases, whether direct, indirect or consequential); or (b) insofar as not covered by subparagraph (a) above, indirect or consequential damages, costs, losses or expenses of whatever nature.

PRINCIPAL

Nawab Shah Alam Khan  
College of Engineering & Technology

Coordinator  
IQAC Cell

Nawab Shah Alam Khan College of

*[Signature]*

## 6. Amendments

- a) This MOU may be amended by written agreement of the parties.
- b) If any provision of this MOU becomes invalid or unenforceable, the validity of other provisions shall not be affected.

## 7. Notifications

Any correspondence sent by the parties within the framework of this MOU shall be made in writing and shall be sent by mail, courier service or facsimile transmission (with the original to follow).

## 8. Governing Law

Member Divya Tech, NSAKCET, shall endeavour to settle any disputes arising by negotiation between the Parties, whose decision shall be final and binding.

## 9. Signatures

In testimony whereof, the parties to this MoU have hereinto set and subscribed their hands for the continuance of this MoU.

### Directors:

Divya Tech  
Barkathpura  
Hyderabad 500027



(VISENDER)



Witness

1:

2:

3:

Date: 11-07-2018

### Principal:

Nawab Shah Alam Khan College of Engineering and Technology  
New Malakpet, Hyderabad.



PRINCIPAL

Nawab Shah Alam Khan  
College of Engineering & Technology  
New Malakpet, Hyderabad

### Witness:

1.

Date: 

PRINCIPAL  
Nawab Shah Alam Khan

  
Coordinator  
IQAC Cell  
Nawab Shah Alam Khan College of  
Engineering and Technology  
Hyderabad.



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Nawab Shah Alam Khan  
College of Engineering & Technology

  
Coordinator  
IQAC Cell

Nawab Shah Alam Khan College of  
Engineering and Technology  
New Malakpet, Hyderabad - 500 024, Telangana State, INDIA.  
Ph : 040-24576085, 040-24576086

  
Vijender



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PRINCIPAL

Nawab Shah Alam Khan  
College of Engineering & Technology  
New Malakpet, Hyderabad-500024.

  
Coordinator  
IQAC Cell  
Nawab Shah Alam Khan College of  
Engineering & Technology

  
Nijender



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Divya Tech  
Barkathpura  
Hyderabad 500027

*(Signature)* (VISENDER)  


Witness

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New Malakpet, Hyderabad.

*(Signature)*

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