

Memorandum of Understanding
Between
EEPC India
And
International Institute of Waste Management

This Agreement confirms the common desire of the two Organizations, namely **EEPC India** ("EEPC" in short hereinafter, which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in interests and assigns) having its registered office at Vanijiya Bhavan (1st Floor), International Trade Facilitation Centre, 1/1, Wood Street, Kolkata - 700 016 and **International Institute of Waste Management** ("IIWM" in short hereinafter, which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in interests and assigns), having its registered office at No.11 Diamond House Ground Floor, Gurappa Avenue, Primrose Road, Off, MG Road, Bengaluru, Karnataka 560025, to maintain and further mutual co-operation and understanding for the purpose of making EEPC India members aware of the Governmental programmes, schemes, legislations and the 'on field execution' concerning waste management.

WHEREAS, **EEPC India** and **International Institute of Waste Management** in order to promote Governmental programmes, schemes, legislations and the 'on field execution' concerning waste management amongst members of EEPC India in the field of Engineering business and investment, agree to cooperate, to the

extent that the laws of the land permit each of them to and also within the terms of reference of each of the organization which is a party in this agreement inter alia in the following areas:-

1. Evaluation of existing and new schemes of the Government of India for maintaining and promoting waste management in Engineering Industrial sectors;
2. IIWM to conceptualize new and innovative projects for the benefit of the members of EEPC India;
3. IIWM to design capacity building programmes for members of EEPC India;
4. IIWM shall undertake training programmes for members of EEPC India;
5. Facilitating exchange of ideas between both the organization;

This agreement is in no way exclusive and the signing parties remain free to make similar agreements with other institutions of their choice and also to execute any obligations arising from already concluded agreements. However, the parties hereto shall at all times maintain and upkeep secret and confidential any know-how, information, accounts and data which it has or may acquire from time to time relating to the business, activities or operations of the other party and/or its member companies and shall not disclose or divulge the same or any part thereof to any Third Party without the prior consent of the other party in that behalf.

Specific roles and responsibilities of IIWM:

“Will be the Knowledge Partner and deliver the required information in the form of capacity building/ training/ skill development and other modes of knowledge delivery as per the target group”.

Specific roles and responsibilities of EEPC:

“Will organize/ mobilize the stakeholders and target groups for the capacity building/ training/ skill development programmes”.

General Terms and Conditions:

For the purpose of fulfilling this Agreement, to undertake joint periodic reviews of this Agreement at the request of either party.

Any activity to attain the objectives of this MoU involving financial requirements, spending shall have to be pre-discussed between the parties herein and if agreed, depending on the topic and location of the program then specific resolution needs to be arrived at before proceeding with such activity.

This Agreement becomes effective, subject to what is mentioned in the last paragraph of this Agreement, from the day of signing and shall remain operative, subject as above, until either of the two organizations requests its termination in writing to the other Organization at least three months in advance. Both Organizations will have the right to propose amendments if and when they consider such amendments are necessary to improve the co-operation between them.

Both organizations will treat mutual achievements, business models and agreements between **IIWM** and **EEPC India** confidential and will not disclose details to third parties.

Neither of the parties to this agreement shall be liable to pay the other any charge/remuneration for attaining the above objectives/ deliverables. However, expenses, if any are to be incurred by any party for the above deliverables then the same has to be budgeted in

advance and also has to be pre-approved by the other party for reimbursement of costs, expenses fees on submission of bills, documents, etc.

The aforementioned protocol and co-operation can only be implemented in a legally binding form on the basis of special agreements and other adopted resolutions, which may be elaborated in future and then also subject to the national laws of the country. It is made clear that nothing hereinabove, whether express or by necessary implication, shall be enforceable as against either party, and no right or liability, as the case may be, shall arise from this Agreement in favour and/or as against any of the parties hereto.

This memorandum of understanding is made in duplicate in English language.

In witness whereof **EEPC India** and the **International Institute of Waste Management** cause their representatives to set their hands hereto in Capacity Building programme on Waste Management on this 19th day of February, 2019.

Signed for

EEPC India


Adhip Mitra

**Additional Executive Director
& Secretary**

Witnessed by



(_____)

Signed for

**International Institute of
Waste Management**


P. Bineesha

Executive Director

Witnessed by



(Chandrasekharan Narayana)