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L 774820

## MEMORANDUM OF UNDERSTANDING

Between

Karanjia Autonomous College, Karanjia, Dist- Mayurbhanj, Odisha And

Notified Area Council, Karanjia, Dist-Mayurbhanj, Odisha

The Memorandum of Understanding (herein after referred to as 'MoU') is made and centred into:

#### BETWEEN

 Kafanjia Autonomous College, Karanjia, Mayurbhanj, Odisha having their administrative office at Karanjia, Mayurbhanj 757037 (herein after referred to as KACK or the First party) represented by Mr. Bhagirathi Prusty and includes their successors, executors, administrators and assignees.

AND

 Notified Area Council, Karanjia, Mayurbhanj, Odisha having their office at Karanjia, Mayurbhanj-757037 (herein after referred to as NACK or the Second party) represented by Mr. Gudra Hembram and includes their successors, executors, administrators and assignees.

KACK and NACK (collectively referred to as parties) have agreed to work together for the maintenance of the cleanliness of Karanjia Autonomous College, Karanjia, Mayurbhanj, Odisha campus through regular storage, collection, disposal, segregation and treatment of wastes both dry and wet.

Karanjia N.A.C.

Karanjia Auto Colleg-Karanjia Mayuchhan

- 1. TERM: This MoU is effective upon the day and date last signed and executed by the duly authorised representatives of the parties to this MoU and shall remain in full force and effect for two years from the effective date i.e.01.10.2021.
- 2. OBJECTIVE: The objective of this collaboration is to maintain the cleanliness of the college campus and surroundings.

# 3. ROLES AND RESPONSIBILITIES OF KACK:

- 3.1 KACK will impart importance of cleanliness to staff, students and visitors.
- 3.2 KACK will organise social work to maintain cleanliness of campus and surroundings
- 3.3 KACK will regularly collect waste from within the campus and place them in storage Hut.

# 4. ROLES AND RESPONSIBILITIES OF NACK:

- 4.1 NACK through its vendor M/S Universal Securities, Keonjhar, Odisha will collect wastes from waste storage hut every week at a nominal fee of Rs.2,400/- (Rupees Two Thousand Four Hundred) per annum.
- 4.2 NACK will carry and transfer the collected wastes to its own waste dumping yard through its vendor M/S Universal Securities, Keonjhar, Odisha.
- 5. OTHER MUTUAL SUPPORT: The two parties will discuss and finalise the modalities for implementation of the roles required by each party.

### 6. GENERAL PROVISIONS:

- 6.1 Amendments: Any one of the parties may request changes to this MoU. Any changes, modifications, revisions or amendments to this MoU which are mutually agreed upon by and between the parties shall be incorporated in writing and effective when executed and signed by all parties to this MoU.
- 6.2 Severability: If any portion of this MoU is illegal or not enforceable, the remainder of the MoU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- 6.3 Entirety of Understanding: This MoU represents the entire and integrated understanding between the parties and supersedes all prior negotiations, representations and agreements. Whether written or oral.
- 6.4 Relationship: Neither party has the right to create any legal on the other parties. Further, each party shall inform its employees that they shall not be treated as employees of the other party for any purpose whatsoever and they shall not exercise any right or seek or be entitled to any benefits accruing to the regular employees of the other party.

#### 7. TERMINATION:

7.1 This MoU may be terminated, without cause, by any of the parties upon 30 days written notice, which shall be delivered by hand, by email by courier or by post to the address listed above.

7.2 The parties may withdraw from this understanding with immediate offert by mutual consent. Executive Officet Karenjia H.A. 6:

Karanjia Auto Coffee Karaniia. Meyurbhani

# 8. REPRESENTATION AND WARRANTIES OF THE PARTIES:

Each of the parties makes the following representation and warranties to the other party here to that the presenting party has the full power and unrestricted authority to enter into the MoU and performing the obligations here under does not conflict with or is not prohibited under the terms of any other agreement, documents, law, rule, regulations or court order to which the representing party is subject.

### 9. NOTICE:

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served to the address mentioned above:

- A) If delivered personally, upon receipt by the other party.
- B) If sent by prepaid courier service or registered mail, within fine (05) days of being sent
- C) If sent by facsimile, email or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender.

In witness whereof, the parties to this MoU through their duly authorised representatives have executed this MoU on the days and dates set out below, and certify that they have read. Understood and agreed to the terms and conditions of this MoU as set forth herein.

The effective date of this MoU is the date of the signature last affixed to this page.

On Behalf of

Karanjia Autonomous College, Karanjia Mayurbhanj, Odisha (Party No.-1)

Signature:

Karanjia Autonomous College AUTO Karanjia, Mayurbhani,

Name: Sri Bhagirathi Prusty

Designation: Principal

Date: 24<sup>th</sup> September-2021

On Behalf of Notified Area Council, Karanjia, Mayurbhanj, Odisha (Party No.-2)

Signature:

Name Sreduct of Hembram Designation! Executive Officer Date: 24<sup>th</sup> September-2021

#### Witness

- 1. Satyabreata Nak 2. Torlochen mahakur

Witness

1. Sub ash chandra Jana. Reader in Pol. Science.

2. Manej kermar Sahos. Reader in Economics.