



**Sri Siddhartha Academy of Higher Education,  
Tumakuru**



**&  
M/s. E Pragathi Recycling, Tumakuru**

**SERVICE AGREEMENT**

This AGREEMENT ("Agreement") is made on this 2<sup>nd</sup> Jan 2019, at Tumkur.

**BY AND BETWEEN**

**SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION**, is a Deemed to be University at Agalakote, Tumkur, Karnataka, India, represented through its authorized signatory (hereinafter referred to as "**The University**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns) of the **FIRST PARTY**;

**AND**

**M/s. E Pragathi Recycling**, it's a Proprietorship Concern, having its registered office at **PLOT NO 66, ROAD NO 18, KIADB INDUSTRIAL AREA, ANTHRASANAHALLI, TUMKUR- 572106** represented through its authorized signatory (hereinafter referred to as "**SERVICE PROVIDER**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns) of the **OTHER PARTY**

'Company' and 'Service Provider' shall be collectively and individually referred to as 'Parties' and 'Party' respectively.

WHEREAS the Service Provider is engaged in the business of providing Commercial Training and Coaching, Services to corporate entities.



AND WHEREAS Service Provider has agreed to provide services mentioned in the in the Annexure A to the Company.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

- The Service Provider will provide e-waste Recycling, as per the service arrangements to Company in terms of Annexure A ('Services').
- This Agreement shall commence from 5<sup>th</sup> Jan 2019, here in after this date will be referred to as 'Effective Date'.

### **REPRESENTATIONS AND WARRANTIES**

1. The Parties hereby represent and warrant that this Agreement has been duly executed and delivered by the duly authorized representatives of the Parties and constitutes a legal, valid and binding obligation of the Parties, enforceable against the Parties in accordance with its terms.
2. The Parties hereby represent and warrant that all procedures/acts required to be taken by or on behalf of the Party to authorize the Party to enter into and carry out this Agreement have been duly and properly taken.
3. The Parties hereby represent and warrant that Parties shall obtain and keep valid at all times, all consents, authorizations, licenses, permissions or approvals required by all governmental authorities to undertake the obligations set out under this Agreement.
4. The Service provider represent and warrants to the Company that there are no contracts and/or restrictive covenants prevailing to full performance of their duties and obligations under this agreement



## **TERMINATION OF AGREEMENT**

1. This Agreement is valid from the Effective Date and shall remain in force for Five (5) years from the Effective Date. This Agreement can be renewed with the mutual consent of the parties to this Agreement, after expiry of the valid period.
2. Either party can terminate this Agreement by giving not less than one (1) month advance notice in writing, without assigning any reasons.
3. Upon termination of this Agreement, the Service Provider affirms and undertakes to return all the original documents to the Company, which has been given by the Company to the Service Provider, for to avail the services.

## **CONFIDENTIALITY**

Service Provider shall not to disclose the Confidential Information, in whole or in part, to any third party and shall not use such Confidential Information other than for the purposes of performance of this Agreement without the prior written consent of the Company.

In any judicial proceeding, it will be presumed that the Confidential Information in question constitutes protectable trade secrets of the disclosing party, and the receiving party shall bear the burden of proving that the Confidential Information was publicly or rightfully known or disclosed.

## **TERMS OF PAYMENT**

The Company shall pay each invoices of the Service Provider within THIRTY (30) days, after receipt of the Invoices.



### **FORCE MAJEURE**

Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. In the event of such delay, the date of delivery of service or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

### **INDEMNIFICATION**

Service Provider will indemnify, defend and hold harmless the company, and their respective officers, directors, shareholders, employees and agents (jointly and severally, the "Indemnitees"), from and against all losses (including attorney fees, penalties and liabilities of any nature) arising from or in connection with any demand, action, regulatory action, lawsuit, proceeding, judgment, settlement, appeal or other post-judgment proceeding, and whether asserted in contract, tort, strict liability or otherwise, asserted directly or indirectly by any third party for any actual or alleged breach of this Contract or infringement, misappropriation or unauthorized use of any intellectual property.

### **LIMITATION OF LIABILITY**

In no event will Company's liability under this agreement exceed the fee paid by the company to the Service Provider.

### **ANTI – BRIBERY AND ANTI CORRUPTION**

The Parties undertake to ensure that the Parties and all persons representing, associated with or otherwise performing services for or on behalf of the respective party comply



with applicable anti- bribery and anti-corruption legislation and policies. A party shall be entitled, without any liability to terminate the Agreement with immediate effect in the event it concludes, in its absolute discretion, that the other party or any of its representatives has committed a breach of the aforementioned.

### **SETTLEMENT OF DISPUTE, GOVERNING LAW AND JURISDICTION**

1. Any claim, dispute or controversy arising out of, or in relation to, this Agreement, the interpretation thereof, the activities performed hereunder, or the breach thereof, which cannot, within a period of 30 days, be satisfactorily resolved by mutual understanding between the Parties, shall be finally settled through arbitration. The Parties submit to the exclusive jurisdiction of the courts of Chennai.

2. Subject to the clause above, the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 by a sole arbitrator, who shall be mutually appointed by the Parties. The venue of arbitration shall be at Bengaluru. The Parties mutually agree that the arbitration award shall be final and binding on the parties.

### **MISCELLANEOUS**

1. This Agreement shall not be modified or amended unless the Parties in their discretion mutually agree in writing, in which case such alterations shall be deemed to form part of this Agreement and shall be binding on the Parties hereto.
2. The terms and provisions contained herein constitute the entire agreement between the Parties in respect of the Services and this Agreement shall supersede any and all previous agreements, whether verbal or written, which have been entered into by and between the parties with respect to the subject matter hereof.
3. The captions contained in this Agreement are included only for convenience of reference and do not affect the construction of this Agreement or any part thereof
4. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by personal delivery, electronic mail, facsimile transmission or registered or certified mail (return receipt requested) postage prepaid to the relevant Party at the address as mentioned



hereinabove or facsimile number(s), or such as have been notified in writing by such Party to the other no less than 30 days in advance.

5. The Annexures to this Service Agreement form an integral part of this Service Agreement.

**ANNEXURE-A**  
**STATEMENT OF WORK**

This Statement of Work (“**SOW**”) is incorporated by reference into and includes all of the terms and conditions of the Master Services Agreement dated 2<sup>nd</sup> Jan 2019 (“**Agreement**”) and shall not in any way am end, conflict with or supersede the Agreement. Any terms not defined in this SOW shall have the meaning set forth in the Agreement. Any amendment to this SOW shall be effective upon execution by the parties of a written amendment.

**Statement of Work Date** | 5.01.2019

**Supplier** | **E PRAGATHI RECYCLING, TUMAKURU**

**Client** | **SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION, TUMKAURU**

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**1. Summary**

Supplier agrees to provide **E Waste Management** Services to Client as requested by Client on the terms set forth in this SOW. The resources provided by Supplier shall be working in accordance with the terms and conditions of this SOW and Agreement.

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**2. Scope**

This SOW covers the following Services and Deliverables:

Services

To provide services as per the requirement laid down by Client.

Supplier shall comply with all applicable law including but not limited to labor legislations applicable to Supplier and its employees and shall make payment of salary and statutory payments including, but not limited to Employee Provident Fund (“EPF”), Employee State Insurance (“ESI”) contribution, shift allowance, gratuity and bonus.



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### 3. Schedule & Location

All Services will be performed at below locations specified Client.

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### 4. Goals & Key Objectives

1. Helping the client for Destruction of e waste as per PCB norms.
2. We Help Clients with annual return filing process also.
3. Documents will be provided as per PCB - Form 6, COD and Pass Book entry.

### 5. Pricing and Payment Terms

The cost for the Services to be provided by Supplier are as set forth in Table. Any additional costs or expenses incurred will require Client advance written approval. All costs listed below are based on the scope and assumptions included in this SOW.

| Sl no | Description                 | Price per Kg |
|-------|-----------------------------|--------------|
| 1     | Cameras                     | 20/ Kg       |
| 2     | Lithium Polymer Battery     | 20/ Kg       |
| 3     | Battery Charger             | 20/ Kg       |
| 4     | Lithium-Ion Batteries       | 20/ Kg       |
| 5     | Power supply                | 20/ Kg       |
| 6     | Motors                      | 20/ Kg       |
| 7     | Electronic speed controller | 20/ Kg       |
| 8     | Sensors and servos          | 20/ Kg       |
| 9     | Electronic boards           | 20/ Kg       |
| 10    | PCB                         | 20/ Kg       |
| 11    | Electronic components       | 20/ Kg       |
| 12    | Autopilot Cube              | 20/ Kg       |
| 13    | GPS                         | 20/ Kg       |
| 14    | Connectors                  | 20/ Kg       |
| 15    | Ics                         | 20/ Kg       |
| 16    | Strobe LED                  | 20/ Kg       |
| 17    | Antennas                    | 20/ Kg       |
| 18    | Transmitter                 | 20/ Kg       |
| 19    | Receivers                   | 20/ Kg       |
| 20    | Soldering units             | 20/ Kg       |
| 21    | Air Blowers                 | 20/ Kg       |
| 22    | Lens                        | 20/ Kg       |
| 23    | Vaccum Casting parts        | 20/ Kg       |
| 24    | Plastic parts               | 20/ Kg       |
| 25    | InjunctionMoulding Parts    | 20/ Kg       |
| 26    | Carbon fiber parts          | 20/ Kg       |



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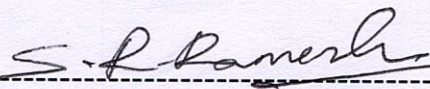
**6. Key Assumptions**

This SOW is based on the following assumptions:

1. Scanning the Laptop serial number
2. HDD drilling will be done. And Evidence provided for the same (Photos & Videos)
2. Segregation
3. Packing
4. Loading
5. Transportation

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HERE IN ABOVE WRITTEN.

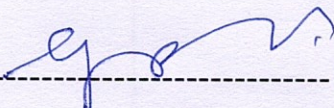
For SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION

  
----- 02/06/09

Authorized Signatory

*Estate Manager  
SSAHE  
Tumbur - 572107.*

FOR E-Pragathi Recycling

  
----- 02/06/09

Authorized Signatory

1. Witness:

Name: Manjushree

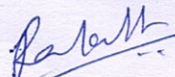
Address: E Pragathi Recycling

Signature: Manjushree

2. Witness:

Name: Rakesh M

Address: SSAHE



Signature: