



MEMORANDUM OF UNDERSTANDING

Between

Sarpanch, Gram Panchayat, Gangrar (District Chittorgarh) Rajasthan

1st party

Mewar University, Gangrar, Chittorgarh (Rajasthan)

2nd party

Gram Panchayat, Gangrar has been notified by the Government of Rajasthan as Gram panchayat and published in Rajasthan Gazette. The Gram Panchayat is the unit of local body with sole object to carry out the functions and duties assigned by the Government of Rajasthan in the Panchayat Department.

Mewar University, Gangrar (District Chittorgarh) Rajasthan is a body established by an Act No. 4 of 2009 passed by the Government of Rajasthan and recognized and approved by the University Grants Commission (UGC) u/s 2(f) and 12B with powers to confer degrees u/s 22(1) of the UGC Act, 1956. The University is NAAC accredited and a Member of the Association of Indian Universities (AIU)

Mewar University, Gangrar, the 2nd party runs many academic and professional courses as mandated by the Act passed by the Rajasthan Legislative Assembly and also provides the facility of Hostel to the students coming from various parts of the country and abroad. The Hostel mess produces lot of food waste. Apart from food waste there is lot of another waste material for disposal. The disposal of such unused and waste food and other material is very important and that is why this MoU between the 1st party and 2nd party.

Tenure of the agreement: This agreement shall be for 5 years starting from 1st July, 2020. Both the parties shall be at ease to revoke the agreement on account of violation of the conditions mentioned herein.

1. Responsibility of the 2nd party :

- (i) The 2nd party shall ensure necessary approvals/clearances from Pollution Board
- (ii) The 2nd party shall take all necessary steps to ensure that the waste is handled without adverse effect to the human health and environment
- (iii) The 2nd party shall segregate the waste at the generation point in accordance with the directions of the pollution authorities
- (iv) The 2nd party shall establish common secured waste collection point within the premises for collection
- (v) The 2nd party shall maintain all the relevant documents
- (vi) The 2nd party shall nominate the nodal officer to interact with the 1st party
- (vii) The 2nd party shall collect the waste with their own means including transportation of the same

रेखा शर्मा
सरपंच
ग्राम पंचायत गंगरार

M.O.S.D.
Mewar University
Gangrar, Chittorgarh

2. Services to be provided by the 1st party:

- (i) The 1st party shall identify and notify the place for dumping and disposal of the waste material
- (ii) The 1st party shall charge money in case the waste is treated by them on the negotiated amount
- (iii) The 1st party will ensure that the waste treated is as per the standards prescribed by the pollution authorities and is not adverse to the environment
- (iv) The 1st party shall be responsible for the disposal of the treated waste in the secure landfill or any recycling plant
- (v) The 1st party will provide training to the officials of the 2nd party and will issue a certificate to this effect which the 2nd party will display in their office

3. Mode of payment:

The payment shall be made by the 2nd party to the 1st party on negotiated rates.

Places of collection:

The waste shall be collected from the Mess, Canteen and the entire campus of the University

4. Performance Guarantee:

- (i) The 1st party shall meet the rules and regulations of the Pollution Board of Government of Rajasthan'
- (ii) The 2nd party shall have the right to visit the place notified by the 1st party for treatment of waste material
- (iii) The first party shall indemnify the 2nd party in case of any penalty imposed while irregularities in transportation of waste material
- (iv) The 2nd party shall have the right to change the common waste facility operator in case their services are not found satisfactory

5 Other Terms and conditions:

- (i) Any of the terms and conditions can be altered, changed with the consent of both the parties
- (ii) Neither party shall assign or attempt to assign the party's right to any other party without the consent of other party
- (iii) Any dispute arising out of the matters mentioned above shall be decided as per mutual agreement
- (iv) Both the parties expressly agree and this agreement shall be valid for 5 years starting from 1st July, 2020, and the jurisdiction of the competent court shall be Chittorgarh only.

It has also been decided that no amount will be charged by the Gram panchayat for dumping of this waste food at the place notified to the Mewar University. In case of any dispute, the issue will be resolved by negotiation with in both the parties.

Signed by: 1st party

Witness

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(रेखा शर्मा)
सहायक
ग्राम पंचायत गंगरार
प.स. गंगरार

Signature of 2nd party

Witness

O.S.D.
Mewar University
Gangrar, Chittorgarh