MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is signed on **25.03.2021** by and between:

METRO Group

6, 1st Cross Street, Sulthanpet, Villianur 605110.

and

The Principal

Kasthurba College for Women, Villianur, Pondicherry - 605110

WHEREAS, METRO GROUP is engaged with WASTE and the GOVERNMENT OF NETHERLANDS in effective waste management innovations such as manufacturing of PLASTIC PAVEMENT TILES, research, design and development and consultancy in the field of ENVIRONMENTAL ENGINEERING and related fields.

Whereas, KASTHURBA COLLEGE FOR WOMEN, VILLIANUR, and its various departments is charged with responsibility of educating in various front-line areas of importance for the Nation in the growing field of Arts & Science. This college will hereafter be addressed as KCW.

Both METRO GROUP and KASTHURBA COLLEGE FOR WOMEN, now

- Recognize the importance of research and development in the areas of waste management, as well as imparting sensitization and awareness to the students, etc.

- Appreciate the need for the creation of a Waste Management Infrastructure of highly effective techniques and innovations in all fields related to environmental engineering and waste management.

- Desire to club their efforts by pooling their expertise and resources.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, METRO GROUP and KCW hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between METRO GROUP and KCW for enhancing, within the country, in the areas of plastic waste management without any prejudice to prevailing rules and regulations in METRO GROUP and KCW without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to METRO GROUP and KCW. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both METRO GROUP and KCW shall encourage interactions between Researchers, faculty members and students of both the organizations through the following arrangements:

a) Organization of joint conferences and seminars on waste management;
b) METRO GROUP may depute its personnel as visiting faculty at KCW to teach any of the regular courses or specialized topics.
c) METRO GROUP may seek suggestions or feedback of KCW faculty member/s on product/process modification, modernization, trouble shooting, etc.
d) METRO GROUP may showcase its business and activities seminar/workshop/conference, etc. at KCW and the costs for the same will be incurred upon mutual agreement by both METRO and KCW.
e) METRO GROUP will sensitize students and scholars towards waste segregation and ensure to collect various kinds of plastics to fabricate their products.
f) METRO GROUP will encourage students to bring segregated plastic waste from their homes as well.
g) METRO GROUP will provide its products (pavement tiles) to KCW as a goodwill gesture to kickstart their association with them.
h) However, in future, METRO GROUP will supply its products to the college, KCW, only if it continues to supply adequate amount of plastic waste that could be used in the manufacturing of its products.

ARTICLE-III: SHARING OF FACILITIES

METRO GROUP AND KCW shall make provisions to share their respective important research and development facilities in order to promote academic and research interaction in the areas of cooperation.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

The consultation programme between METRO GROUP and KCW shall be coordinated by an agreement between the Directors of both institutes.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

a) This MOU shall be effective from the date of its approval by competent authorities at both ends.

b) The duration of the MOU shall be for a period of 3 years from the effective date.

c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.

d) Any clause or article of the MOU may be modified or amended by mutual agreement of METRO GROUP and KCW.

ARTICLE-VI: MEDIA CONTENT

a) Both METRO GROUP and KCW agree to produce, reproduce, broadcast, and otherwise use, audio recordings, photos, videos, and other depictions, likenesses, or images of the Project and or Program, in any media form in connection with efforts at or participation in any Installation and Events, without compensation but in doing so rightfully credits the other. until revoked by management.

b) PERMITTED USES METRO GROUP and KCW may use, modify, reproduce, distribute, display, Content only for advertising and promotional projects, including printed materials, product packaging, presentations, film and video presentations, commercials, catalogues, brochures, and promotional greeting cards and promotional postcards, including prints, posters, and other reproductions for personal use or promotional purposes, but not for resale, license, or other distribution.

PROHIBITED USES OF CONTENT shall mean Content for anything other than the permitted uses under section [PERMITTED USES], including that both parties may not use Content in a fashion that any Governmental Authority or Law, reasonably considers pornographic, obscene, immoral, infringing, defamatory, or libelous, or that would be reasonably likely to bring any perso or property reflected in Content into disrepute.

ARTICLE – VII: CONFIDENTIALITY

During the tenure of the MOU both METRO GROUP and KCW will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both METRO GROUP and KCW shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both METRO GROUP and KCW shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

(a) is or becomes publicly available through no fault of the receiving party,
(b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
(c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
(d) is rightfully obtained by the receiving party from a third party or is in the public domain

(e) is disclosed with the written consent of the party whose information it is, or

(f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: RESOLUTION OF DISPUTES

a) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996 and the Union Territory of Puducherry jurisdiction. The venue of arbitration shall be Pondicherry and Language of arbitration shall be English.

ARTICLE-X: MISCELLANEOUS

a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

b) Both METRO GROUP and KCW shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE

For
M.E.T.R.O. Group
Director

Mr. Sethupathy Azhaganandam

Witness 1

Name: GARRY CHRISTOPHER

Signature:

Date: 25/03/2021

Witness 2

Name: Dr. J. Prabakaran

Signature:

Date: 25.03.2021

For
Kasthurba College for Women
Principal

Dr. Cheryl-Ann Gerardine Shivan

Witness 1

Name: Dr. K. BHUVANESWARI

Signature:

Date: 25.03.2021.

Witness 2

Name: Dr. K.T. ANJU

Signature:

Date: 25/3/21