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Government of Assam

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CSCACC (GV)/ ascsceg07/ AS-LKPIN0024/ AS-LK
SUBIN-ASASCSCEG0742276367020926U
AINA WELFARE FOUNDATION
Article 5 Agreement or Memorandum of an agreement
Not Applicable
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 (Zero)
AINA WELFARE FOUNDATION

- LAKHIMPUR GIRL S COLLEGE
- : AINA WELFARE FOUNDATION
 - 100 (One Hundred only)



MEMORANDUM OF UNDERSTANDING (MoU)

...Please write or type below this line

This Memorandum of Understanding (the "MOU") is entered on 21/06/2022 (the "Effective Date"), by and between AINA WELFARE FOUNDATION (1" Party), with an address of C/o Sri Larench Kr Bordoloi, Azad Road No 2, Bye-lane, Ward No 5 North Lakhimpur 787001, Assam and LAKHIMPUR GIRLS" COLLEGE (2" Party), with an address of Khelmati, North Lakhimpur, Assam-787031, also individually referred to as "Party", and collectively "the Parties".

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WHEREAS, the Parties desire to enter into an agreement towork collectively on effective E-Waste Management, Solid Waste Management, Waste Recycling system; and

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavour;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Purpose and Scope. The Parties intend for this MOU to provide the foundation and structure for any and all possibly anticipated binding agreement related to the following:

The main objective of this project by AINA WELFARE FOUNDATION in collaboration with LAKHIMPUR GIRLS' COLLEGE is to spread awareness on E-Waste Management, Solid Waste Management, Waste Recycling system and also to set up E-Waste collection centre at college premise. AINA WELFARE FOUNDATION will-

- (a) Provide training on alternative/creative use of e-waste.
- (b) Provide training on manufacturing LED Bulb, Series Light, Tube Light
- (c) Provide certification to the trained students
- (d) Electronic equipment's, tools and raw materials at minimum cost.
- (e) Increase the employability through E-Waste Management and have been trying to convert this big and harmful threat into opportunity of employment generation through reducing, reusing and recycling the e-waste, which will engage a huge number of unemployed youths.
- (f) To conserve energy and power efficiency by using of LED lights are important for environment conservation.
- (g) Repairing of all other E- waste as and when suitable and possible.

This MOU is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments with regard to all matters as mentioned above.

- 2. Objectives. The Parties agree as follows:
 - (a) The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfilment of the purpose of the MOU.
 - (b) It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies, or organizations.
 - (c) They shall provide training on time to time basis for quality skill enhancement.

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- (d) The Parties shall mutually contribute and take part in any and all phases of the planning and development of E-Waste Management to the fullest extent possible.
 - (i) LAKHIMPUR GIRLS' COLLEGE shall provide necessary Infrastructure for training as well as awareness drive.
 - LAKHIMPUR GIRLS' COLLEGE shall provide suitable place for E-Waste Collection Centres.
 - (iii) LAKHIMPUR GIRLS' COLLEGE shall fix AInA Welfare Foundation logo along with the College logo to the E-Waste Collection Centres.
 - (iv) LAKHIMPUR GIRLS' COLLEGE shall give back the remaining scraps after the E- Waste Management process for further recycling to AInA Welfare Foundation.
 - (v) LAKHIMPUR GIRLS' COLLEGE shall purchase all the raw materials required for the process of manufacturing and repairing of above mentioned products from AlnA Welfare Foundation at a minimal cost.
- (e) This MOU is not intended to create any rights, benefits, and/or trust responsibilities by or between the Parties.
- (f) The parties shall extend their work to Solid Waste Management and E- waste recycling system along with the primary objective of E- waste Management.
- Term. This Agreement shall commence upon the Effective Date, as stated above, and will have an initial duration of one year.
- 4. Termination. This Agreement may be terminated at any time by either Party upon 30 (thirty) days written notice to the other Party.
- 5. Representations and Warranties. Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
- 6. Indemnity. The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
- 7. Limitation of Liability.Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.

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- 8. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
- 9. Waiver. The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
- 10. Legal Fees. In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
- 11. Legal and Binding Agreement. This Agreement is not legally binding between the Parties as stated above.
- 12. Governing Law and Jurisdiction. The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by Lakhimpur Judiciary.
- 13. Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

| First Party | Second Party |
|---------------------------|---|
| Signed: | Signed: Principal Lakhimpur Girts' College |
| Name: Khithin A. Gordolof | Name: Dr Surejit Bhuyon |
| Date: 24/06/2022 | Date: 21 06 2022 |
| | |

1. Dr. Mindul Bragduin - HSQ 21106/202 co-ordinator, Eco-club 2. Dre Kalidesh Brahma - Xshing 21106/22

2. Coordinator- 10 Ar

Nibedila Sama 3. Assi. Prof. department or Education _ Sarma 1.G. C

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GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

The Corporate Identity Number of the company is

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Digital Signature Certificate

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on <u>www.mca.gov.in</u>

Mailing Address as per record available in Registrar of Companies office:



* as issued by the Income Tax Department