

ODURI APPARAO S/O. NAGESWARA RAO SRINAGAR, KAKINADA

for.

ADITYA ACADEMY (167/1984) SECRETARY: P.B. REDDY S/O. KRISHNA MURTHY, KAKINADA

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Sub Registrar Ex. Offico Stamp Vendor SRO Kakinada(R.O)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this day, the 21st Day of December 2020 between:

M/s. EVB TECHNOLOGIES, RAJAMAHENDRAVARAM represented by its Managing Partner Mr. Metta Rajgopal Reddy, hereinafter called the 1st party on the one part.

And

Aditya Engineering College hereinafter called the 2nd party on the part.

Whereas the first party, having been issued "Authorized" by Andhra Pradesh Pollution Control Board, Vijayawada to run its Bio-Medical Waste Treatment Plant established in Kanavaram, Pallakadiyam Village, Rajanagaram Mandalam, East Godavari District and whereas the second party having got enrolled with the first party for collection, transporting, safe disinfecting and disposal of Bio-Medical Waste generated by the second party in their Hospital and thus comply with the norms as prescribed under Bio-Medical Waste (Management and Handling) Rules, 2016. This Agreement shall be valid for the period

from 21st Day of December 2020 not with standing what is stated here in above, this Agreement shall, unless terminated earlier in accordance with the terms hereof, continue to be operative in full force and effect, even after the expiry of 12 months, on a month to month basis until renewed in writing by mutual consent of the Parties, or terminated on written notice being given either Party. During such continuation of the Agreement the terms and conditions as set out herein shall be validly subsisting and remain binding on both parties.

And whereas both the parties felt it desirable and necessary to have the terms and conditions agreed upon put in writing. Now, therefore, this indenture is made as shown below:

- 1) The first party, after proper enrollment and complying with the procedures by the second party, shall ensure regular lifting of all items of "Bio-Medical Waste" as defined under relevant Act and Rules made there under from the premises of the second party on a regular basis and normally within 24 hours but not beyond 48 hours of its generation. It is clarified that Bio-Medical Waste includes all 10 categories as defined under relevant Act and Rules but does not include Food Waste, Sweep Dust, and Packing Paper including cartons for Medicines, Polythene or other waste bags and such other general items which are not considered to be items of Bio-Medical Waste.
- 2) To provide non-chlorinate plastic bags & bar coding stickers as per rules in force.
- 3) Further DME recommended to purchase the said bags & stickers from M/s E.V.B. Technologies, Rajamahendravaram.
- 4) The second party will make available needle destroyers in their premises and has to ensure that all disposable syringes and needles are destroyed including syringe heads immediately after use and thus ensure prevention of any reuse or misuse of used syringes and needles since reuse is dangerously hazardous.
- 5) The first party or their nominee will issue a proper receipt or acknowledgement of lifting of Bio-Medical Waste from the premises of second party regularly to be counter signed by the second party or their nominee.
- 6) The second party shall make payment of prescribed charges for the services rendered by the first party on a monthly basis. The Rates agreed upon at present are **Rs. 300**/-per month. This charge is liable for revision by the first party in consultation with I.M.A., Kakinada or A.P.N.A. Branch and will be intimated in advance to the second party normally every two years or whichever is earlier. The monthly payments have to be made on or before 5th of every month in advance under any circumstances. The bed strength as shown by the second party while obtaining authorization from A.P.P.C.B., or the actual bed strength, whichever is higher, will be taken for the calculation purpose of bed strength.

- 7) If the second party fails to make payment of monthly charges consecutively for 2 months or is found to be regularly irregular, the first party will intimate to the I.M.A. Branches/A.P.N.A. Chapter, and stop collection of Bio Medical Waste after fifteen days of such intimation. In such cases, the discretion for re-enrollment of the second party lies with the first party after the receipt of all accumulated arrears with interest.
- 8) It shall be the sole responsibility of the second party to obtain authorization from A.P.P.C.B., after which only the first party will start collection of **Bio-Medical Waste**.
- 9) Any dispute or difference of opinion between both the parties shall be first referred to I.M.A. Branches/A.P.N.A. chapter for arbitration failing which the matter will be settled in a court of law in Rajamahendravaram, East Godavari District of Andhra Pradesh.
- 10) Both parties shall ensure conformity with all norms, rules and procedures as prescribed from time to time by the appropriate Government or other competent authorities as both the parties share a joint responsibility to help for the protection of environment from hazardous **Bio-Medical Waste** generated every day.
- 11) Any or all terms and conditions in this Memorandum can be amended or modified at any time with the mutual consent of both the parties.

For and on behalf of EVB Technologies

M/s. EVB Technologie

Managing Partner

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For and on behalf of Aditya Engineering College

(Dr. M. Sreenivasa Reddy)

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