

**MEMORANDUM OF UNDERSTANDING  
FOR FUNCTIONING UNDER NELLORE  
WOW (WELLBEING OUT OF WASTE) NELLORE PROJECT**

This bilateral MOU is executed on this the 4<sup>th</sup> day of July 2022 by and between:

**Sarpanch, Kakatur Panchayath, Nellore District of Andhra Pradesh**

AND

**Vikrama Simhapuri University Nellore, District of Andhra Pradesh.**

It was established as a State University by the Andhra Pradesh Legislature in and it is Recognized by UGC (Under the Act of 1956) hereinafter referred to as "VSU" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its executor, administrator, legal representative, successors and permitted assigns) of the two Part Katuru Panchayath and VSU are hereinafter collectively referred to as the "Parties" and individually as "Party"

**The specific objectives of WOW are:**

- To inculcate the habit of source segregation among the citizens
- To recover and recycle the dry recyclables, paper, plastic, metal, glass and other materials which go in to the landfills
- To contribute to the conservation of environment by saving trees through retrieving paper and recycling it.
- To generate employment to the weaker sections of society and to create sustainable livelihood to waste collectors and rag pickers.
- To contribute to the economy, by retrieving valuable recyclables from the garbage and making them available to respective industries.

**WHEREAS SARPANCH OF KAKUTUR**

Panchayath sarpanch of Kakatur to contribute to the promotion of a democratic social order where in all the citizens enjoy a sense of social justice and economic well-being without discrimination of any form, striving for sustainable development, social harmony and universal peace.

## **WHEREAS VSU**

Vikrama Simhapuri University was founded in the year 2008 the then Chief Minister of Andhra Pradesh, Dr.Y.S.Rajasekhar Reddy with the fervent desire to train the rural students as better builders of the Nation and to inculcate skills of leadership in all aspects of life. The University was established under the universities Act which has come into force on the 14<sup>th</sup> April of 1983. Today the University has a student population of nearly 2500 and an academic staff of 40 and 40 academic consultants. This year the University has 17 courses at the post-graduate and undergraduate-level- and a good component of research activity. The campus of VS University is spread out in a lush green area of 82 acres in congruence with the said objective a, seeks to develop and strengthen the use of technology among underserved communities.

AND whereas, the Parties wish to jointly implement the "WOW - Nellore educating students, youth on waste management and providing space for them to pool it and transmit it for recycling with an exchange value.

Kakatur Panchayath and VSU have agreed to involve in collecting both dry and wet waste generated in the University campus and permit Pre-and to designate franchisee to lift dry recyclable stocks from the University for recycling as deemed fit by them for mutually agreed cost.

The Well Being Out of Waste (WOW) under Swachh Bharath: In pursuit of Kakatur Panchayath commitment to contribute in a sustainable manner towards enhancement of environmental capital and enabling citizens to live a life of social and economic dignity, desirous of donating towards programmes, projects and activities which shall work towards fulfilment of the said goals.

Kakatur Panchayath for implementation of the project entitled WOW-Nellore and submitted proposal to propagate and educate on segregation of dry and wet waste from corporates, schools, colleges and universities.

In this context, Kakatur Panchayath and VSU enter into an MOU, to implement the WOW project to collect dry and wet waste and transport through identified franchise for recycling.

### **The roles and responsibilities of Kakatur Panchayath is:**

1. Collect the solid and liquid waste from offices, hostels, departments and laboratories.
2. Separate containers should be maintained to collect biological waste, hazardous waste and medical waste generated in the laboratories and health dispensary.
3. To provide opportunity to students of Social work to work as volunteers of WOW project to explore and enhance their capacities.
4. To collect the dry waste and keep it in stock points and helps University in managing wet waste.

- War, hostilities (whether or not war is declared) or act of an enemy of the Government, strikes, riots, rebellion, terrorist activities or civil commotion, terrorist activities or military or usurped power
- Order of the government, public or local authority Natural Disaster, Acts of God etc.
- The party whose performance is delayed or prevented, as the case may be, shall be relieved of its obligation and its duty to the extent of its performance is delayed by the presence of the aforesaid conditions.

### **Entire Agreement**

This MOU contains the entire MOU between the Parties as to the subject matter and supersedes any prior representations or MOUS, oral or written, and all other communications between the Parties relating to the subject matter. This MOU may not be varied except by an instrument signed by author representatives of each Party. All provisions of this MOU which by their nature should continue in force beyond the term of this MOU will remain in force after termination of this MOU.

### **Confidentiality**

Kakatur Panchyath and VSU agrees that any know-how, information, data, secrets and the like relating to the project activities, which come to the knowledge of the manpower deputed by it will not be disclosed to any person, agency, and organization without the express written permission.

### **Business Ethics**

Acceptance (execution of this MOU shall be deemed to be (a) a confirmation by Kakatur Panchyath and VSU that no benefit, either in cash or in kind, has been provided by them to any officer or employee, or any relative / associate of any officer or employee, in order to secure this MOU, and (b) an undertaking by them not to provide any benefit, either in cash or kind, to any such officer/employee relative / associate as reward or consideration either for securing this MOU or any other matter relating to this MOU.

### **Dispute Resolution and Governing Law**

All disputes arising out of this MOU shall be settled subject exclusive jurisdiction of Courts at Nellore District

#### **Notices:**

Any notices, requests, demands or other communication required or permitted to be given under this MOU or for the purpose of this MOU ("Notice") shall be written in English and shall be delivered in person, or sent by courier or by certified and registered mail, postage prepaid or transmitted by facsimile, however, Notices by E-mail mode are not acceptable.

**The roles and responsibilities of VSU are:**

1. To provide required space to establish a Dry Resource Collection Centre or stock point in University campus and ownership rights lies with VSU only.
2. To authorized franchisee of Kakatur Panchyath staff to collect information of dry waste and lift the material

Kakatur Panchyath is agreeable for donating towards the Project as per terms and conditions discussed and approved between us and listed below:

1. Project Duration: The Project duration is eleven months with retrospective effect from 4<sup>th</sup> July 2022 to 3<sup>rd</sup> June 2023. After the end of the Project period it will be extended for further period of 3 years on mutual agreement.
2. Project Area: The Project would be implemented in the University campus including working areas, hostels, library and open space within the compound to collect the waste & discarded books, other waste material from various departments and also other recyclable waste from individuals/hostel mates.
3. Payment terms: Kakatur Panchyath shall make payment to VSU directly as agreed upon towards donation of old books and other paper waste procured and lifted.
4. Statutory Compliance: You shall comply with all statutory requirements as applicable to your organization and the Project.

**Termination/Cancellation of Disbursements:**

- Either Party may terminate this MOU forthwith in writing in the event of breach of the Other Party.
- Either party may terminate this MOU without cause upon 90 days written notice to other party. If there is any breach of this MOU, either party has the right to cancel further disbursement / donation for the whole or any part of the Project, upon notice to other party, without prejudice to any of its other legal rights.
- Upon termination of this MOU/expiry of this MOU, either party may be required to transfer /hand over free of any charges assets used in relation to the project to other implementing agency, as suggested by the other party and agreeable to other party or as specified by either party.
- If at the time of expiry/termination of this MOU any unutilized funds are available, the same shall be dealt with amicably by both parties of this MOU.

**Force Majeure:** If at any time during the term of the MOU, the performance of either of the Parties is prevented or delayed, in whole or in part, by reason of:

**Address for Communication**

1. In the Case of Notice to :  
Sarpanch  
Kakatur Panchyath  
Nellore
2. In the Case of Notice to :  
Registrar,  
Vikrama Simhapuri University  
Kakatur  
Nellore

14. This two Partiate MoU may be modified or amended only in writing , duly executed by and on behalf of Kakatur Panchyath

In witness whereof the parties hereto through their fully authorized representatives have executed this MoU as a sealed instrument as of the date first above written.

Signed for and on behalf of  
Kakatur Panchyath



Name : D. Venkamma  
Designation:

**సర్పంచి**  
**కాకుటూరు గ్రామ పంచాయితీ**  
**వెంకటాచలం మండలం**  
**స్పెషల్ వెల్ఫేరు జిల్లా.**

Witness:

  
D. Venkateswara


Signed for and on behalf  
VSU



Name : Prof. P. Rajamohan Reddy  
Designation:

**REGISTRAR**  
**VIKRAMA SIMHAPURI UNIVERSITY**  
**NELLORE - 524 324.**

Witness:

  
పంచాయితీ సెక్రటరీ  
**కాకుటూరు గ్రామ పంచాయితీ**  
వెంకటాచలం మండలం  
శ్రీ హిచ్చిత్రీరాములు నెల్లూరు జిల్లా.