

MEMORANDUM OF UNDERSTANDING

Between

Swachha Andhra Corporation (SAC) Limited,
MA&UD Department, Government of Andhra Pradesh, Hyderabad

and

Solid Waste Resource Management Consultants
(1) Shri.S.A.Khadar Saheb, Retired Joint Director, MA&UD, AP and
(2) Mr.Maganji.J.Muthukumaraswamy HR & SWM Tech.Mgmt. Specialist

Hyderabad

12th January 2016

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING (MoU)** is made on this 12th day of **January, 2016** at Hyderabad by and between:

Swachha Andhra Corporation Limited, MA&UD Department, Government of Andhra Pradesh, having its registered office at D No.10-2-2289/115, Flat No. 501, NCL Kaveri-I Apartments, Opposite Hockey Ground, Shanti Nagar, Nirman Bhavan, Hyderabad 500 028 (hereinafter referred to as "SAC").

and

Solid Waste Resource Management Consultants (1) Mr.S.A.Khadar Saheb and (2) Mr.Maganti.J.Muthukumaraswamy hereinafter referred to as SWRM Consultants, based in 2nd Floor, Pearl Residency, Malkajgiri Hyderabad 500556. The **SWRM Consultants** will hereby represent for the purposes of this MoU and their Profiles are annexed highlighting their relevant expertise and experience in the field of Solid Waste Resource Management.

(SAC and SWRM Consultants shall hereinafter also be referred to as Party individually and collectively as Parties)

Recital Clause

WHEREAS SAC has been formed as a Company to support implementation of Swachh Bharat Mission in the State of Andhra Pradesh through suitable agencies; comprehensive sanitation planning, allow private sector participation via different mechanism and foster innovation in the fields of Individual Household Toilets, Community and Public toilets, Liquid and solid waste management.

AND WHEREAS SWRM Consultants are individuals who have keen interest and passion in promoting 'Litter-free, Bin-free, Emission-free and Dump-free' solid waste resource management model in compliance with the MSW M&H Rules and NGT directions. They have worked extensively providing their consultancy in Municipal Solid Waste Management in the four southern states Andhra Pradesh, Karnataka, Tamil Nadu and Telangana. In addition they also provide training on MSWM concepts to leading institutions like ASCI, ESCI, NIUM, EPTRI, RCUES, NIRD etc.

AND WHEREAS Both SAC and SWRM Consultants have agreed to collaborate jointly the State of Andhra Pradesh's "Swachha Andhra Pradesh" mission to implement the schemes to achieve the objectives of Swachh Bharat Mission in the State of Andhra Pradesh.

NOW THEREFORE, the Parties have decided to document their inter se understanding and the delineation of their respective roles and duties in this MOU as follows:

(I) COVENANT Of SAC

- a. SAC shall undertake activities for the mutual purposes of the parties.
- b. SAC shall assist **SWRM Consultants** in the matters assigned to **SWRM Consultants** for achieving the objectives of Swachh Bharat Mission in the state of Andhra Pradesh.
- c. SAC shall share and furnish the required data/information with **SWRM Consultants** for seeking any technical advice.
- d. SAC shall seek from time to time, additional support from **SWRM Consultants** on a mutually agreeable basis.

(II) COVENANT of SWRM Consultants

- a. SAC and **SWRM Consultants** shall work closely on any and all matters proposed by SAC and shall share any information pertinent to achieving the objectives of the Swachh Bharat Mission in the state of Andhra Pradesh.
- b. **SWRM Consultants** shall act as a Consulting partner to support SAC on the following subjects related to Municipal Solid Waste Management in Urban Local Bodies and maintenance of urban sanitation in the State of Andhra Pradesh.
 - i. Municipal Solid Waste Management
 - ii. MSW M&H Rules & NGT directions compliance
 - iii. State & Central Pollution Control Boards certifications
 - iv. ISO 14001 Environmental Certifications

- c. **SWRM Consultants** shall advice and support in guidance of design, training and IEC on above-mentioned subjects.
- d. **SWRM Consultants** shall help scope all relevant areas in Municipal Solid Waste Resource Management for ULBs in State of Andhra Pradesh.
- e. *The actual expenses and honorarium for SWRM Consultants, if approved for any activity, will have to be borne through respective ULB funds or through CSR or any other options available with SAC.*

(III) MUTUAL COVENANTS

- a. Each Party shall provide the names and designations of person(s) who shall act as primary contact point, and who shall be responsible for providing information to each other on a timely basis, coordinating with each other and shall supervise the work being done pursuant to this MOU. It is the express understanding of both the Parties that the relevant contact point persons from both Parties shall coordinate with each other to work out the details of a suitable working methodology towards the accomplishment of the objectives listed out in this MOU and as may be decided by the Parties from time to time. In the event of any change in the contact person(s) mentioned below, the concerned Party shall communicate the same immediately to the other Party.
- b. Both the parties shall make any amendments to this MoU or inclusion of additional clauses on mutual consent.
- c. In the first instance the names and contact details of the contact point persons from SAC are:
 - i. Mr. D. Muralidhar Reddy, I.A.S., MD, SAC (Primary Contact)
 - ii. Mr. P. Ananda Rao, CE, SAC (Secondary Contact)
- d. The names and contact details of the contact point person from **SWRM Consultants** are:
 - i. Mr. S.A.Khadar Saheb, Retd.JD, MA&UD, Principal Consultant (Primary Contact)
 - ii. Mr.Maganti.J.Muthukumaraswamy HR & SWM Tech.Mgmt. Consultant (Secondary Contact)
- f. It is mutually agreed between the Parties that any intellectual property created as part of these activities pursuant to this MOU shall be the joint property of SAC and SWRM Consultants. For the avoidance of doubt, neither Party shall acquire any rights or interest in any existing intellectual property belonging to

the other Party, including without limitation any intellectual property contributed by a Party to the activities contemplated herein.

- g. In case of any disagreement between the Parties in respect of any matter, directly or indirectly connected to this MOU, then the same shall be resolved amicably by negotiations and / or conciliation between the Parties.
- h. Both the Parties shall be responsible to provide each other with complete, accurate, timely and relevant information and to carry out any other obligations to run the campaign successfully. In addition, both the Parties shall keep each other informed of any material developments or proposals relating to the said campaign, which may have a bearing on the engagements between the Parties.

(IV) EFFECTIVE DATE & TERM OF MOU

- a. This MOU shall be deemed to have commenced from the date of signing by both the Parties (the "Effective Date") and be valid until 31st December 2017 renewable with written agreement of both Parties.
- b. The MOU shall remain operative unless terminated by mutual consent after issuance of an advance written notice of one month to the other Party.
- c. Any amendments with regard to extension of the MoU, etc. will be made based on mutual consent.

(V) MISCELLANEOUS CLAUSES

- a. With respect to this arrangement and any other information supplied in connection with the arrangement, by one Party to the other, in any form whether verbal or written, through any medium whatsoever, shall be deemed to be confidential information if it is labelled / declared as such by disclosing Party to the other Party at the time of disclosure (the "**Confidential Information**").
- b. It is agreed by both the Parties that with respect to the Confidential information that they shall:
 - i. Protect the confidential information in a reasonable and appropriate manner or in accordance with the applicable professional standards.
 - ii. Use confidential information only to perform obligation under this arrangement.

Confidentiality provisions included herein shall not apply to information which is:

- i. Generally available to the public.

- ii. Available or becomes available to one Party on a non-confidential basis from a source other than the other Party.
 - iii. Disclosed by the Party to a third party without restriction.
 - iv. Is developed by one party independently of any information furnished by the other party, or of any information furnished on a confidential basis; or
 - v. Is disclosed pursuant to legal requirements.
- c. Day-to-day communication between the Parties and/or contact point persons under Clause III (b) above can be carried out by official email addresses for the smooth functioning of this MOU.
- d. Each of the signatories below represents and warrants that he or she is authorized to execute this Memorandum on behalf of the party for whom he or she signs, and that no further authority, or execution by any other person for such party is necessary.

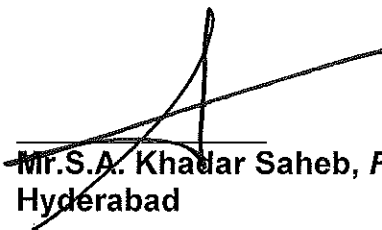
For SAC



(Mr. D. Muralidhar Reddy, I.A.S.)

Managing Director, Swachha Andhra Corporation, MA&UD Department,
Government of Andhra Pradesh, Hyderabad

For SWRM Consultants



**Mr.S.A. Khadar Saheb, Retd. JD MA&UD, AP
Hyderabad**