

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MIZORAM COLLEGE OF NURSING
AND
SOUTH-SIDE WASTE COLLECTOR**

The Memorandum of Understanding (herein after referred to as 'MoU') is made and entered into:

BETWEEN

1. Mizoram College of Nursing, having their administrative office at Falkawn, Mizoram-796005 (herein after referred to as MCON or the First party) represented by Mrs.Lalchhanhimi and includes their successors, executors, administrators and assignees.

AND

2. South-Side waste Collector, having their office at Falkawn, Mizoram-796005 (herein after referred to as SSWC or the Second party) represented by Mr. Lalrobula (Manager) and includes their successors, executors, administrators and assignees.

MCON and SSWC (collectively referred to as Parties) have agreed to work together for the maintenance of cleanliness of Mizoram College of Nursing campus through regular storage, collection, disposal, segregation and treatment of wastes.

1. TERM: This MoU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MoU and shall remain in full force and effect for 2 years from the effective date.
2. OBJECTIVE: The objective of this collaboration is to impart and maintain the cleanliness of the college campus and surroundings.
3. ROLES AND RESPONSIBILITIES OF MCON:
 - 3.1 MCON will impart importance of cleanliness to staff, students and visitors
 - 3.2 MCON will organize social work to maintain cleanliness of campus and Surrounding areas.
 - 3.3 MCON will regularly collect wastes from within the campus and place them in Storage Hut.
4. ROLES AND RESPONSIBILITIES OF SSWC:
 - 4.1 SSWC will collect wastes from wastes storage hut twice every month at a fee of Rs.2000/-
 - 4.2 SSWC will carry and transfer the collected wastes to Aizawl Municipal Council (AMC) Waste Dumping place at Tuirial for further segregation and treatment.

5. OTHER MUTUAL SUPPORT: The two parties will discuss and finalize the modalities for implementation of the roles required by each party.

6. GENERAL PROVISIONS:

- 6.1 Amendments: Any one of the parties may request changes to this MoU. Any changes, modifications, revisions or amendments to this MoU which are mutually agreed upon by and between the parties shall be incorporated in writing and effective when executed and signed by all parties to this MoU.
- 6.2 Severability: If any portion of this MoU is illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- 6.3 Entirety of Understanding: This MoU represents the entire and integrated understanding between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- 6.4 Relationship: Neither party has the right to create any legal obligation on the other parties. Further, each party shall inform its employees that they shall not be treated as employees of the other party for any purpose whatsoever and they shall not exercise any rights or seek or be entitled to any benefits accruing to the regular employees of the other party.

7. TERMINATION:

- 7.1 This MoU may be terminated, without cause, by any of the parties upon 30 days written notice, which notice shall be delivered by hand, by email, by courier or by post to the address listed above.
- 7.2 The parties may withdraw from this understanding with immediate effect by mutual consent.

8. REPRESENTATION AND WARRANTIES OF THE PARTIES:

Each of the parties makes the following representations and warranties to the other party here to that the presenting party has the full power and unrestricted authority to enter into this MoU and performing the obligations here under does not conflict with or is not prohibited under the terms of any other agreement, document, law, rule, regulations or court order to which the representing party is subject.

9. NOTICE:

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served to the addresses mentioned above:

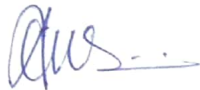
- A) If delivered personally, upon receipt by the other party
- B) If sent by prepaid courier service or registered mail, within five (5) days of being sent; or
- C) If sent by facsimile, email or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender.

In witness whereof, the parties to this MoU through their duly authorized representatives have executed this MoU on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MoU as set forth herein.

The effective date of this MoU is the date of the signature last affixed to this page.

MIZORAM COLLEGE OF NURSING

SOUTH-SIDE WASTES COLLECTOR

Signature: 

Name: (LALCHHANHIMI)

Title: Principal, MCON

Date: 7/9/2017

Signature: 

Name: (LALROBULA)

Title: OWNER

Date: 7.9.2017