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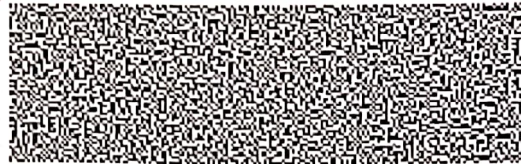
INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

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 Unique Doc. Reference : SUBIN-KAKACRSFL0822909836566923X  
 Purchased by : CHAIRMAN NAMMA MYSORE FOUNDATION  
 Description of Document : Article 5(J) Agreement (in any other cases)  
 Property Description : MEMORANDUM OF UNDERSTANDING (MOU)  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : COMMISSIONER M C C MYSURU  
 Second Party : CHAIRMAN NAMMA MYSORE FOUNDATION  
 Stamp Duty Paid By : CHAIRMAN NAMMA MYSORE FOUNDATION  
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 (Five Hundred only)



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### Memorandum of Understanding (MOU)

Between

Mysuru City Corporation (MCC)

And

Namma Mysore Foundation (NMF)

This Memorandum of Understanding (MoU) is made on this 30<sup>th</sup> day of July, 2025, by and between:

Mysuru City Corporation (MCC), a statutory body constituted under the Karnataka Municipal Corporations Act, 1976, having its office at New Sayyaji Rao Road, Mysuru 570024,

#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App.
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Karnataka, (hereinafter referred to as "MCC or Corporation", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), represented by The Commissioner, Mysuru City Corporation, Mysuru.

AND

Namma Mysore Foundation (NMF), a registered Non-Governmental Organization under the Indian Trusts Act 1882, having its registered office at #1255, Krishnaraja Road, 2<sup>nd</sup> Cross, Krishnamurthy Puram, Mysuru-570004, Karnataka, India hereinafter referred to as "NMF", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns.

### 1. PURPOSE

The purpose of this MoU is to formalize collaboration for the establishment and operation of a **Dedicated Commercial Dry Waste Collection System** within MCC's jurisdiction, contributing to the objectives of **Swachh Bharat Mission (Urban) 2.0, Solid Waste Management Rules**, and fostering **Circular Economy Models**.

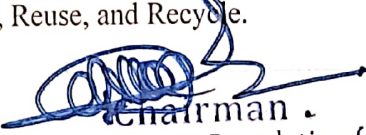
### 2. WHEREAS

- 2.1 MCC is responsible for implementing comprehensive solid waste management systems in Mysuru city, including collection, segregation, transportation, processing, and disposal of municipal solid waste, as per Solid Waste Management Rules, 2016.
  - 2.2 MCC has come up with initiatives to implement a dedicated Commercial Dry Waste Collection System in compliance with Swachh Bharat Mission (Urban) 2.0 and 3R principles (Reduce, Reuse, Recycle).
  - 2.3 NMF has expressed its interest and demonstrated its capability to undertake the collection, segregation, transportation, and scientific disposal of dry waste from commercial establishments, including Bulk Waste Generators (BWGs) in Mysuru city.
  - 2.4 NMF has significant experience in conducting awareness campaigns, and is capable of deploying GPS-fitted vehicles and trained manpower.
  - 2.5 MCC desires to collaborate with NMF to strengthen the dry waste management system, particularly from commercial establishments and bulk waste generators within MCC limits.
  - 2.6 MCC has evaluated and selected NMF based on its experience, technical capability, self-funding potential, and commitment towards environmental sustainability.
  - 2.7 This MoU establishes the roles, responsibilities, and obligations of each party towards implementing the initiative effectively.
- NOW, THEREFORE, the parties hereto agree as follows:

### 3. OBJECTIVE

- 3.1 To develop and operationalize a Systematic dedicated Mechanism for dry waste collection from commercial entities and bulk waste generators (BWGs) in Mysuru.
- 3.2 To implement 3R principles—Reduce, Reuse, and Recycle.

  
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- 3.3 To promote scientific handling and disposal of solid waste through segregation, reuse, recycling, and responsibly dispose of dry waste streams which includes paper, plastic, glass, e-waste, metals and others including non-recyclables.
- 3.4 To enhance resource recovery and support the development of a circular economy.
- 3.5 To implement digital monitoring systems for real-time monitoring, reporting, and performance improvement.
- 3.6 To ensure data-backed and environmentally sustainable waste management practices.
- 3.7 To facilitate the generation and transfer of Extended Producer Responsibility (EPR) credits to MCC.
- 3.8 To carry out and support IEC activities to sensitize commercial establishments and stakeholders on SWM rules and sustainable waste management practices

#### 4. PROJECT SCOPE AND DELIVERABLES

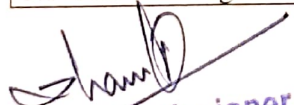
- 4.1 NMF shall carry out a comprehensive baseline survey and mapping of all commercial establishments and BWGs across MCC limits.

Deploy a minimum of 4 GPS-fitted vehicles and 10 trained personnel for daily dry waste collection, ensuring commercial door-to-door service, ensuring occupational health and safety measures.

- 4.2 Ensure real-time tracking and digital data entry through a mobile app-based platform developed and maintained by NMF.
- 4.3 Enter into binding agreements with authorized processing units recognized by the Karnataka State Pollution Control Board (KSPCB) for each category of dry waste and provide the information to MCC
- 4.4 Dispose of dry waste on a daily basis without stockpiling/storing in open or unauthorized places.
- 4.5 Coordinate with Decentralized Waste Management Centres (DWCC/ZWM units) for logistical support and space-sharing, if required.
- 4.6 Conduct Information, Education and Communication (IEC) campaigns bi-monthly targeting commercial establishments on segregation, 3R principles, and relevant SWM rules.
- 4.7 Submit structured daily, weekly, and monthly reports to MCC covering collection metrics, processing details, stakeholder engagement, and EPR generation.
- 4.8 Transfer 100% of EPR credits generated to MCC without any financial claim.
- 4.9 Comply with all applicable rules including Solid Waste Management Rules, Plastic Waste Management Rules, Bio-medical Waste Management Rules, E-Waste Management Rules, Environmental Protection and Labour laws.

- 4.10 Daily & Monthly Reports to MCC must include:

| Metric                                 | Frequency |
|----------------------------------------|-----------|
| No. of establishments serviced         | Daily     |
| Quantity & category of waste collected | Daily     |
| Disposal channels used                 | Daily     |
| EPR credit Transfer                    | Monthly   |
| Revenue Sharing                        | Monthly   |

  
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|                              |         |
|------------------------------|---------|
| Plastic reduction indicators | Monthly |
|------------------------------|---------|

4.11 Namma Mysuru Foundation shall execute the following responsibilities, benchmarked against **Key Performance Indicators (KPIs)**:

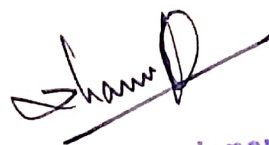
| Activity                                     | KPI                                                                 | Frequency | Minimum Benchmark               |
|----------------------------------------------|---------------------------------------------------------------------|-----------|---------------------------------|
| Baseline Survey of Commercial Establishments | % of mapped establishments vs total                                 | Monthly   | ≥ 95%                           |
| Daily Waste Collection                       | Quantity collected from mapped units (kg)                           | Daily     | ≥ 90% of mapped units           |
| Vehicle Utilization & GPS Tracking           | % of vehicles with real-time GPS data shared                        | Weekly    | 100%                            |
| Disposal Efficiency                          | % of waste processed or handed over to authorized units on same day | Daily     | ≥ 95%                           |
| Report Submission                            | Timeliness and accuracy of daily reports                            | Daily     | No missing reports              |
| EPR Credit Generation                        | Number of EPR transactions and Transferred to MCC                   | Monthly   | ≥ 1 per waste category and 100% |
| IEC Activities                               | No. of sessions/workshops conducted                                 | Monthly   | ≥ 8 activities/month            |
| Stakeholder Engagement                       | Feedback score from businesses (via surveys/app)                    | Quarterly | ≥ 4 out of 5                    |
| Plastic Waste Reduction                      | % reduction in single-use plastics among participating businesses   | Quarterly | ≥ 30% (year-end target)         |
| Compliance                                   | Applicable Rules                                                    | Daily     | 100%                            |

## 5. OBLIGATION OF MCC

- 5.1 Provide required administrative approvals for project execution
- 5.2 Grant necessary permissions for NMF to operate within specified wards and zones
- 5.3 Support integration with existing waste infrastructure like DWCCs/ZWM units, wherever feasible
- 5.4 Provide access to baseline data, ward maps, and existing DWCC infrastructure where available
- 5.5 Facilitate coordination between MCC officials and NMF for smooth execution
- 5.6 Receive EPR credits from NMF
- 5.7 Designate officers from MCC to monitor and coordinate project execution with NMF
- 5.8 Review reports and conduct quarterly joint reviews to assess performance and issue directions
- 5.9 Monitor compliance and review progress through reports and digital platforms

## 6. SECURITY DEPOSIT AND RISK MITIGATION

### 6.1. Security Deposit

  
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- 6.1.1 NMF shall deposit a refundable Security Deposit of ₹25,000 (Rupees Twenty-Five Thousand only) FD A/C No: 89260300009958 with Commissioner MCC before the commencement of operations.
- 6.1.2 This deposit shall be held to cover:
- i) Breach of project terms
  - ii) Non-compliance with waste disposal standards
  - iii) Delays in report submission
  - iv) Damages or liabilities caused during implementation
- 6.1.3 MCC reserves the right to deduct relevant amounts after issuing written notice and allowing 10 days for rectification.
- 6.2. Insurance and Liabilities**
- 6.2.1 NMF shall insure all field personnel and vehicles engaged in this project.
- 6.2.2 MCC shall not be held responsible for any injuries, accidents, or losses incurred during operations.
- 6.2.3 NMF shall indemnify MCC against any legal, environmental, or financial claims.
- 6.2.4 NMF shall be solely responsible for all liabilities arising from the operations under this MoU, including legal compliance, safety of its workers, damages, or accidents.
- 6.2.5 MCC shall not be liable for any incidents, losses, or claims related to NMF's operations.

## **7. FINANCIAL TERMS**

- 7.1 NMF shall execute the entire scope of work using self-funding/CSR/EPR-based financial support.
- 7.2 MCC shall not provide any financial assistance, manpower & fuel for this initiative.
- 7.3 Any third-party liabilities, salaries, equipment, and insurance costs shall be borne solely by NMF.

## **8. TENURE AND RENEWAL**

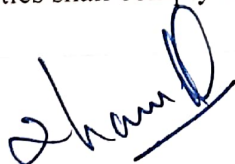
- 8.1 This MoU shall be valid for a period of one (1) year from the date of signing and may be extended to 5 years based on mutual consent.
- 8.2 Either party may terminate the MoU by giving 30 days' written notice specifying valid reasons.
- 8.3 In case of non-performance, MCC reserves the right to immediately terminate the MoU with written intimation.

## **9. TERMINATION CLAUSE**

- 9.1 Either party may terminate the MoU by giving **30 days written notice**.
- 9.2 Grounds for termination may include non-performance, breach of terms, or violation of applicable laws.
- 9.3 Upon termination, NMF shall ensure safe closure and reporting of all pending activities.

## **10. COMPLIANCE AND LEGAL OBLIGATIONS**

Both parties shall comply with all applicable laws, including but not limited to:



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- 10.1 NMF shall ensure strict compliance with the Solid Waste Management Rules, 2016, Plastic Waste Management Rules, 2016, Bio-Medical Waste Management Rules, 2016, E-Waste Management Rules, 2016, Construction and Demolition Waste Management Rules, 2016, and other applicable environmental/labour regulations and all its amendments.
- 10.2 All workers shall be provided with Personal Protective Equipment (PPE), ID cards, Uniforms and insurance by NMF.
- 10.3 NMF shall indemnify MCC against any legal, civil, or third-party claims arising from its operations.

## 11. JURISDICTION

Any disputes arising under this MoU shall be subject to the jurisdiction of courts located in Mysuru, Karnataka.

## 12. REVIEW AND PERFORMANCE EVALUATION

- 12.1 MCC shall evaluate performance **quarterly**, based on the KPIs outlined above.
- 12.2 Underperformance (<80% achievement across KPIs) may lead to corrective notice, followed by suspension or termination if unresolved within 30 days.
- 12.3 NMF may request a KPI reevaluation if external constraints or policy changes affect progress.

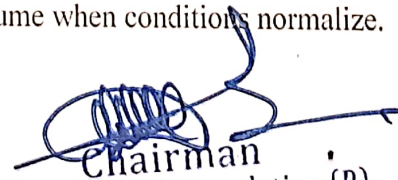
## 13. DISPUTE RESOLUTION

- 13.1 All efforts shall be made to resolve disputes amicably through mutual consultation.

## 14. GENERAL PROVISIONS

- 14.1 This MoU represents a non-binding agreement for collaboration. It does not constitute a partnership, agency, or employment arrangement between Mysuru City Corporation (MCC) and Namma Mysore Foundation (NMF). However, agreed-upon deliverables and obligations shall be enforceable under applicable laws and contractual clauses signed subsequently.
- 14.2 This MoU shall be governed and construed in accordance with the laws of Karnataka State and the rules prescribed under the Solid Waste Management Rules, 2016, and any other relevant environmental, municipal, or public service regulations.
- 14.3 Any modification or amendment to this MoU shall be valid only if made in writing and duly signed by authorized representatives of both parties.
- 14.4 Neither MCC nor NMF shall be liable for failure or delay in performance due to force majeure events, such as natural disasters, governmental actions, strikes, or pandemics. Obligations shall resume when conditions normalize.

  
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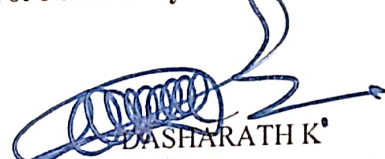
- 14.5 All data shared, especially commercial establishment records, GPS tracking logs, and survey findings, shall be treated as confidential and shall not be disclosed without written consent from MCC unless required by law.
- 14.6 NMF shall not sub-contract or assign its responsibilities under this MoU to any third party without prior written approval from MCC. Any such unauthorized assignment shall render the MoU null and void.
- 14.7 Any tools, mobile applications, IEC content, or data visualization systems developed under this project shall be either:
- i) Jointly owned by MCC and NMF, if co-created; or
  - ii) Solely owned by NMF with licensing access provided to MCC for project-related use.
- 14.8 MCC reserves the right to audit project operations, financial transactions (related to CSR or EPR flows), and data records at any time during the tenure of this MoU.
- 14.9 If any provision of this MoU is found unenforceable or illegal, the remaining provisions shall continue in full force and effect.
- 14.10 The MoU is executed in two originals, with each party retaining one signed copy.
- 14.11 This MoU is not a legal contract but a mutual understanding subject to terms and scope as laid herein.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding on the date first written above.

**For Mysuru City Corporation**

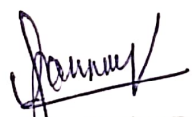
  
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Commissioner  
Mysuru City Corporation  
Mysuru

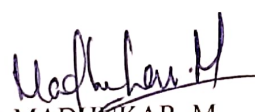
**For Namma Mysore Foundation(R)**

  
DASHARATH K  
Chairman  
Namma Mysore Foundation(R)  
Mysuru

**Witness**

  
Name: Dr. VENKATESH N.P  
Designation: Corporation Health Officer  
MCC Mysuru

  
Name: Itira Ranjan Bopanna  
Designation: NMF Trustee  
Mysuru

  
Name: MADHUKAR. M  
Designation: Assistant Executive Engineer  
MCC Mysuru

  
Name: Ramesh K N  
Designation: NMF Trustee  
Mysuru