



**CEWS SERVICES AGREEMENT**

This CEWS SERVICES AGREEMENT (the "Agreement"), is made as of \_8/10/22\_ ("Effective Date"), by and between **Mount Diablo Unified School District** with its principal office at **1936 Carlotta Dr. Concord CA 94519** (hereinafter "Client"), and **Corporate Ewaste Solutions, a California corporation**, with its principal office at 331 Cliffwood Park St., CA 92821 (hereinafter the "Recycler"). Recycler and Client may be referred to herein together as the "Parties", and each individually, a "Party".

WHEREAS, Recycler engages in the business of collecting, disposing and recycling electronic waste; and

WHEREAS, Client desires to engage Recycler for the purpose of facilitating the professional service to transfer, dispose, and/or recycle certain electronic waste and/or universal waste electronic devices (UWEDS) ("Services").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the Parties hereto agree as follows:

1. **Services.** Pursuant to the terms and subject to the conditions set forth in this Agreement, Client hereby engages Recycler to provide the Services to Client on a non-exclusive basis.
2. **Fees and Payment.**
  - A. Recycler agrees to pay Client for all CEW / UWED materials transferred that are listed below.
  - B. Client agrees to pay the Recycler for other special services listed in the fees section.
  - C. Payment and Invoices will be submitted within thirty (30) calendar days by the Recycler.

<b>Items/Description of Fees and/or Services</b>	<b>Payment</b>	<b>Price</b>
<b>CA CRT DEVICES</b>	Recycler pays Client	\$ <b>.25 lb.</b>
<b>CA Flat Screen Devices (Monitors/TV)</b>	Recycler pay Client	\$ <b>.25 lb.</b>
<b>Severs</b>	Recycler pay Client	\$ <b>.10 lb.</b>
<b>Switches</b>	Recycler pay Client	\$ <b>.10 lb.</b>
<b>PC Computer Towers</b>	Recycle Services	<b>No Charge</b>
<b>Laptops</b>	Recycle Services	<b>No Charge</b>
<b>Cell Phones</b>	Recycle Services	<b>No Charge</b>
<b>Tablets / Ipad</b>	Recycle Services	<b>No Charge</b>
<b>ICW Wire</b>	Recycle Services	<b>No Charge</b>
<b>UPS Battery</b>	Recycle Services	<b>No Charge</b>
<b>UWED / universal waste electronic devices</b> (printers/coffee maker, walkie talkie, projectors, office phones, etc.)	Recycle Services	<b>No Charge</b>
<b>*No Charge transporation / Logistics</b>		No Charge
<b>*ALL Supplies / Gaylords &amp; Pallets will be provided.</b> <b>*CEWS also offers our secure Green Roll Carts for secure transporateion of assets</b>		No Charge
<b>*R2 Certificate of Destruction will be provided</b>		No Charge
<b>*LAPTOP/TABLETS/ PC TOWER</b> <b>must have asset tags &amp; serial number recorded for client</b>		

3. **Shipment/Collection.**
  - A. Recycler will perform an onsite transfer of the items at Client's facility.
  - B. All shipments will be held for Three (3) days, before Recycler initiates the treatment process of materials, to allow for the Client to audit any discrepancies.
4. **Conditions.**
  - A. Recycler represents and warrants that it is an R2v3 certified recycler and meets at least one of the following Environmental Health and Safety Standard:
    - i. ISO 14001 and ISO 45001.
    - ii. ISO14001 and AS/NZS 4801.
    - iii. Recycling Industry Operating Standard.



Recycler further represents and warrants that it is in full compliance with guidelines set forth by the California Environmental Protection Agency and the Department of Toxic Substance Control.

- B. Recycler will hold the right to resell any received equipment without Client's approval unless otherwise stated and agreed upon.
  - C. Recycler shall perform functionality tests on electronics prior to resale. No items are donated or placed on the resale market if contrary to the terms defined in Section 1 of this Agreement.
  - D. Recycler performs one-pass wipe on all hard drives received unless otherwise requested by the Client. Memory cards are subjected to being physically destroyed.
  - E. Certificate of Disposal or Destruction for Products shall be issued to Client on each order received/ shipment of products after inspection by Recycler.
  - F. Recycler does not accept and process following materials:
    - A. *Polychlorinated biphenyl (PCB) containing items;*
    - B. *Oils, chemicals, radioactive waste.*
- If Client transfers unacceptable items to Recycler, CEWS Operations Director will notify Client to arrange transportation and pick up any polychlorinated biphenyl (PCB) containing items, oils, chemicals and/or radioactive waste. If Client insists on Recycler to properly dispose of these items, any disposal cost plus Recycler's handling fees will be billed to the Client.

**5. Time Periods.**

- A. Term and Termination: The term of this Agreement shall commence on the Effective Date set forth above and, unless earlier terminated in accordance with this Agreement, shall continue for a period of FIVE (5) year ("Term"). (6/30/2026) Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement at any time upon fifteen (15) days prior written notice.
- B. Printed Circuit Board prices do not apply to the Time Period stated in this contract and can be changed on a weekly basis contingent on the precious metals market and other factors. Client will be notified of changes three (3) days prior via email by Recycler representative.

**6. Authority; Representations.** Client represents and warrants that the undersigned has the authority to act on behalf of Client, and to bind Client and all who may claim through it to the terms and conditions of this Agreement. Each of the Parties hereto represents to the other that (A) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (B) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions, (C) it has duly and validly executed and delivered this Agreement, and (D) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

**7. Relationship of the Parties.** Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any Party the agent or employee of the other Party for any purpose whatsoever, and that the Parties are independent contractors and neither Party shall have authority or power to bind the other Party or to contract in the name of, or create a liability against, the other Party in any way or for any purpose.

**8. Indemnity.** To the fullest extent of the law, Client shall indemnify, defend and hold harmless Recycler, its officers, directors, employees, agents, representatives, consultants, and contractors from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities arising out of, resulting from, or in connection with the Services contemplated by this Agreement, or (i) any acts, omissions, negligence or willful misconduct of, and/or (ii) breach of this Agreement by Client or Client's employees, contractors or agents.

**9. Non-contravention.** Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated, nor compliance with the terms, conditions, and provisions of the Agreement (or any of them) will (A) conflict with or result in a breach of organizational documents of Client, (B) result in the creation or imposition of any lien or any other encumbrance upon any of the assets of Client, other than pursuant to the Agreement, (C) violate or conflict with the contractual provisions of, or cause an event of default under, any indenture, loan agreement, mortgage, contract or other material agreement to which Client is a party, or by which Client may be bound, or (D) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Client is subject. Client need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement, except where the failure to give notice, to file, or to obtain any authorization, consent, or approval would not have a material adverse effect on the financial condition of Client or on the ability of the Parties to consummate the transactions contemplated by this Agreement.



- 10. Confidentiality.** The Parties hereto agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each Party to the other regarding its business and operations. All confidential information provided by a Party hereto shall be used by any other party hereto solely for the purpose of rendering or obtaining services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing Party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed by or to any bank examiner of the Client, any regulatory authority, any auditor of the Parties hereto, or by judicial or administrative process or otherwise by applicable law.
- 11. Force Majeure.**
- A. For the purpose of this Agreement, an “Event of Force Majeure” means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party’s ability to perform its obligations under this Agreement and to mitigate the consequences thereof.
- B. Events of Force Majeure shall include, but not be limited to:
- (i) fire, chemical or radioactive contamination or ionizing radiation, earthquakes, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, plague or other natural calamities and acts of God;
  - (ii) explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination (other than resulting from an act of war, terrorism or sabotage), caused by a person not being the affected Party or one of its contractors or subcontractors or any of their respective employees or agents;
  - (iii) acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage; or
  - (iv) strikes, lockouts, work stoppage, labor disputes, and such other industrial action by workers related to or in response to the terms and conditions of employment of those workers or others with whom they are affiliated save, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the party whose workers resort to such action.
- C. Upon written notice to Client, the affected provisions and/or other requirements of this Agreement shall be suspended during the period of such disability and Recycler shall have no liability to Client in connection therewith. Recycler shall use reasonable efforts to remove the disability within thirty (30) calendar days of giving notice of the disability.
- 12. Limitation of Liability.** EXCEPT FOR THIRD PARTY CLAIMS COVERED UNDER THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR RECYCLER SHALL BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS OR OTHER BENEFITS, CONTRACTS OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY SUFFERING THE LOSS OR DAMAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.



**13. Dispute Resolution.**

- A. **Friendly Negotiation and Mediation:** Any dispute or controversy arising under or in connection with this Agreement shall be settled through friendly negotiation in good faith between the Parties. If necessary, the Parties shall mediate the dispute by a neutral mediator which shall take place in Los Angeles, California.
- B. **Binding Arbitration:** Any dispute or controversy arising under or in connection with this Agreement that is not resolved by friendly negotiation or mediation pursuant to Section 13A above shall be resolved by binding arbitration in Los Angeles, California. One arbitrator shall be selected, and arbitration shall be conducted, in accordance with the rules of the American Arbitration Association. The arbitrator shall have the discretion to award the cost of arbitration, arbitrator's fees, and the respective attorneys' fees of each Party between the parties as they see fit. The arbitral award is final and binding upon both Parties. The foregoing notwithstanding, either Party may maintain, for the purpose of obtaining a provisional remedy or provisional relief, any underlying action or claim on which such affirmative relief may be based.
- C. **Prevailing Party:** In the event of any litigation, arbitration or other action commenced by any Party to enforce or interpret the terms of this Agreement, or otherwise arising from breach of this Agreement, or the services provided under this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees, costs, and disbursements in addition to any other relief to which it may be entitled.

**14. Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws in the State of California, without giving effect to the principles of conflict of laws of such state.

**15. Severability.** Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation or warranty of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof. If the invalidity of any part, provision, representation or warranty of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the economic effect of which is as close as possible to the economic effect of this Agreement without regard to such invalidity.

**16. Notices.** Any notice, request, or other communication to any party by any other Party as provided for herein shall be given in writing and shall be deemed given on the earlier of the date: (i) actually received and acknowledged; (ii) five (5) days after mailing by certified or registered mail, return receipt requested; or (iii) immediately following its delivery, evidenced by receipt, to any reputable overnight carrier or transmission via facsimile or email, in each case properly addressed to the intended recipient at its address (or facsimile transmission number or email address) set forth herein and with delivery costs prepaid. The places to which notices are to be given to Client shall be in accordance to the Client Contact Information provided on the signature page of this Agreement and to Recycler shall be as follows, unless notice of a change of address is provided to the other party in the manner provided above.

To Recycle:           Corporate eWaste Solutions  
                                  Attention: John Kim  
                                  331 Cliffwood Park Street,  
                                  Brea, CA 92821  
                                  Fax:  
                                  Email: jkim@cewsb2b.com

**17. Assignment.** This Agreement shall not be assignable in whole or in part by Client without the prior written consent of Recycler, with the exception that Client may assign any of its rights pursuant to this Agreement to any affiliates or successor. Likewise, this Agreement shall not be assignable in whole or in part by Recycler without the prior written consent of Client, except that Recycler may assign any of its rights pursuant to this Agreement to its affiliates or successor, if any. Additionally, but not by way of limitation, the services and performance under this Agreement by Recycler may be performed by one or more subsidiaries, affiliates and/or subcontractors at Recycler's discretion.

**18. Entire Agreement.** This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.



- 19. **No Modification.** No provision in this Agreement can be waived, modified or amended except by written consent of the Parties to this Agreement, which consent shall specifically refer to the provision to be waived, modified or amended and shall explicitly make such waiver, modification or amendment.
- 20. **Counterparts.** This Agreement may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. Signatures received by email or facsimile shall be deemed to be as valid and enforceable as an original.
- 21. **Interpretation.** The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**Client:** MT. DIABLO UNIFIED SCHOOL DISTRICT

**Recycler:** Corporate eWaste Solutions, a California corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Lisa M. Gonzales, Ed.D.

Name: Jim Kim

Title: Chief Business Officer

Title: Dir. of Sales, EHS & Regulatory Compliance Specialist

Client Contact Information:

Address: 1936 Carlotta Dr., Concord, CA 94519

Email: [GonzalesLM@mdusd.org](mailto:GonzalesLM@mdusd.org)

PURCHASING & WAREHOUSE

Fax: (925) 687-5044

Address: 2326 Bisso Lane, Concord, CA 94520

Attention: Diana Engel-Holmes, Contract Analyst,  
[EngelHolmesD@mdusd.org](mailto:EngelHolmesD@mdusd.org)