

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is executed at Chennai on 22nd Day of September, 2022

BY AND BETWEEN

Aqua & Waste International GmbH having its office at Mengendamm 16D, 30177 Hanover, Germany; **KUHN GmbH Technische Anlagen** having its office at Franz-Kuhn-Straße 1-3, 74746, Höpfingen, Germany; **EnexioWater Technologies GmbH** having its office at Robert – Bosch – Strasse 2A, 50354 Hürth, Germany; **Fraunhofer IGB** having its office at Nobelstraße 12, 70569 Stuttgart, Germany; **German Water Partnership e.V.**, having its office at Reinhardtstraße 32, 10117 Berlin, Germany and represented by its Dr.Ing Michael Kuhn, CEO, Kuhn GmbH Technische Anlagen

which term shall unless repugnant to the context or meaning thereof hereinafter be referred to as the **PARTY OF THE FIRST PART / ShowCaseIN TEAM**

AND

ANNA UNIVERSITY, CHENNAI an entity brought into existence by an Act of the Legislature of Tamil Nadu, having its office and campus at Sardar Patel Road, Chennai – 600025, represented by the Vice-Chancellor, Anna University, which term shall unless repugnant to the context or meaning thereof hereinafter be referred to as the **PARTY OF THE SECOND PART / ANNA UNIVERSITY.**

- A. The term Party of the First Part/ ShowCaseIN TEAM and Party of the Second Part/Anna University, shall wherever the context so permit, mean and include their respective representatives, administrators / assigns and successors-in-interest.
- B. Whereas the Party of the First Part and the Party of the Second Part have come together to collaborate within the framework of the ShowCaseIN Project which is an initiative of the German Water Partnership Regional Section India and the feasibility study is funded by the Federal Ministry of the Environment, Nature Conservation and Nuclear Safety, Germany.
- C. Whereas the ShowCaseIN Project aims to develop and implement a conceptual design for a state-of-the-art wastewater treatment plant in Chennai Metropolitan Water Supply and Sewerage Board (CMWSSB), Tamil Nadu, India using best-practice German technologies adapted to the local conditions which will then serve as a lighthouse project for similar future projects and will be used as a training centre referred as ShowCase Plant.
- D. Whereas the positive economic impact and ecological importance of proper and sustainable water resource management makes it an indispensable tool towards achieving water security. A significant part of this is adequate and consistent wastewater management. Effective wastewater treatment is required to avoid the disposal of excess nutrients and pollutants into the receiving surroundings. Uncontrolled discharge of untreated or insufficiently treated wastewater adversely affects both the receiving ecosystem as well as human health. It also contributes to improper management of water resources, often leading to increased water stress for the region.
- E. Whereas this project contributes to achieving the Sustainable Development Goals (SDGs) of the United Nations (UN). It addresses SDG 6, “Ensure availability and sustainable management of water and sanitation for all”, with a deeper focus on target 6.3, “Improvement of water quality, wastewater treatment

and reuse". SDG 9, "Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation", SDG 8, "Decent Work and Economic Growth", and SDG 4, "Equitable quality education and promote lifelong learning opportunities for all".

- F. Whereas the project was presented in person to Anna University through local cooperation partners on 23.12.2021.
- G. Whereas pursuant to the same, Anna University signed a Letter of Interest on 12.01.2022 expressing their Interest in cooperating together on this project.
- H. Whereas pursuant to meetings between the ShowCaseIN Team representatives (aqua & waste International GmbH, KUH N GmbH Technische Anlagen) and Anna University, it was mutually decided that the Nesapakkam sewage treatment plant would be chosen for this study.
- I. Whereas the parties herein desire to enter into a Memorandum of Understanding to govern its collaboration between the parties on the terms and conditions enlisted hereunder :

NOW THIS DEED OF MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS :

1. SCOPE

To develop and implement a conceptual training program for a state-of-the art wastewater treatment plant in CMWSSB, India using best-practice German technologies adapted to the local conditions and to use the same for future training in collaboration with Centre for Environmental Studies (CES), Anna University.

2. TENURE OF AGREEMENT

- 2.1. The responsibilities under this Memorandum of Understanding would coincide with the project period which is one year from date of signing this agreement.
- 2.2. The instant Memorandum of Understanding shall be renewed for the project implementation phase.

3. OBLIGATIONS OF THE PARTIES

- 3.1. Anna University will provide all required information needed for the successful execution of Work Package 4 given in Annexure.
- 3.2. Anna University will be available for any questions and follow-up meetings that may be required for the successful execution of this project's Work Package 4.
- 3.3. Anna University will include the ShowCaseIN team in all relevant decision-making processes regarding the conceptual design and implementation of the knowledge and training centre.
- 3.4. The ShowCaseIN Team will develop the best suited knowledge anchoring solution for the site in question.
- 3.5. The ShowcaseIN Team will include Anna University in the decision-making process for Work Package 4 wherever required.
- 3.6. The ShowCaseIN Team will be available for any questions and follow-up meetings that may be required for the successful closing of this project.
- 3.7. Both Anna University and the ShowCaseIN Team will provide unhindered support to each other during project execution and implementation post the feasibility study.
- 3.8. The ShowCaseIN Team will keep Anna University informed on the technical concept of the ShowCaseIN Plant and include Anna University's input for the same if and when required.

4. CONFIDENTIALITY

- 4.1. The collaborating parties undertake to maintain secrecy about all matters and processes, in particular, business and trade secrets, which come to each other's knowledge within scope of the aforementioned project.
- 4.2. The confidentiality obligation also extends to all letters that are made known within the framework of the project, regardless of the recipient as well as to all other business documents, technical descriptions, drawings, notes, books, operating data, photos, etc. The same applies to all other documents.
- 4.3. All documents, copies, photocopies, records, samples, etc. which the collaborating partners receive from the other collaborating partner within the scope of the project, shall be carefully stored, protected against inspection by unauthorized persons and shall be handed over to the respective collaborating partner at any time upon request. This also applies to subcontractors.
- 4.4. If parts of the information are to be published (for e.g. as part of publications, newspaper articles etc.), this is only permitted with the prior written consent of the respective collaborating partner.
- 4.5. The confidentiality obligation also extends to the internal information of the respective collaborating partners, as well as the personal, economic, and fiscal circumstances of the aforementioned organisations and employees of the aforementioned organization that become known to the other collaborating partner in the course of its activities for the project.
- 4.6. A Party in receipt of confidential information from the other party must not use or disclose the other Party's Confidential Information without that other Party's prior written consent other than:
 - 4.6.1. for the purposes of carrying out this MoU, provided any disclosure is only to such of the receiving Party's personnel or to its related company and its personnel who need to know and who are made subject to the confidentiality requirements of this MoU; or
 - 4.6.2. as required by law
- 4.7. The said confidential such continue even upon termination of the instant MoU or the project.

5. LIABILITY AND INDEMNITY

- 5.1. Each Party shall be solely responsible and liable for the actions and omissions of its employees, agents and assigns.
- 5.2. No party shall be liable to indemnify the loss caused to the other party, if the loss caused is as a result of their own actions.
- 5.3. If however, the loss caused to a particular party has arisen as a result of the other party's actions, then the party which caused the loss shall be liable to indemnify the loss of the non-faulting party

6. VARIATION

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties to this Agreement.

7. ENTIRE AGREEMENT

- 7.1. Save as provided herein, this Agreement embodies all the terms and conditions agreed upon between the Parties hereto as to the subject matter of this agreement and supersedes and cancels

any previous agreements, representations, warranties, discussions, understandings, and /or undertakings amongst the parties, written or oral or otherwise with respect to such subject matter.

7.2. This Agreement shall not be constructed to be an arrangement between the parties in the nature of a Partnership, Association of Persons, Joint Venture Agreement or any contract of a commercial nature.

7.3. The specific terms of this MoU do not preclude the development of future collaborative ventures or project not mentioned in this document.

8. ASSIGNMENT

8.1 The rights and obligations under this Agreement shall not be assigned or transferred in whole or in part by any Party without the written consent of the other Parties.

9. TERMINATION

9.1. This MoU shall be valid from the date herein above mentioned till such date as mentioned in the duration clause, unless otherwise decided by either party for termination after giving one month advance notice.

9.2. In the event of termination of this MoU, and other separate agreement(s) related to the subject of this MoU between both the parties shall automatically terminate.

10. DISPUTE RESOLUTION

All disputes arising out of in connection with the instant Memorandum of Understanding shall be finally decided by Arbitration as per the provisions of the Indian Arbitration and Conciliation Act, 1996 as has been amended from time to time (Sole Arbitrator, Seat: Chennai, India language: English, Applicable Substantive Law: Laws of the Republic of India, Costs to be shared between the Parties equally)

For Aqua & Waste International GmbH, Germany



Dr. Ing Michael Kuhn
CEO, Kuhn GmbH Technische Anlagen.

Date: 22.09.22

For Anna University, India



Prof. R. Velraj
Vice-Chancellor



Prof. G. Ravikumar
Registrar



Prof. G. Nagarajan
Director
Centre for International Relations

Date: September 22, 2022

ANNEXURE TO MEMORANDUM OF UNDERSTANDING BETWEEN

Aqua & Waste International GmbH having its office at Mengendamm 16D, 30177 Hanover, Germany; **KUHN GmbH Technische Anlagen** having its office at Franz-Kuhn-Straße 1-3, 74746, Höpfingen, Germany; **Enexio Water Technologies GmbH** having its office at Robert – Bosch – Strasse 2A, 50354 Hürth, Germany; **Fraunhofer IGB** having its office at Nobelstraße 12, 70569 Stuttgart, Germany; **German Water Partnership e.V.**, having its office at Reinhardtstraße 32, 10117 Berlin, Germany and represented by its Dr.Ing Michael Kuhn, CEO, Kuhn GmbH Technische Anlagen

AND

ANNA UNIVERSITY, CHENNAI

Work Package 4: DEVELOPMENT OF A LEARNING AND TRAINING CONCEPT

ALL ACTIVITIES ENVISAGED IN WORK PACKAGE 4 ARE SUBJECT TO THE PERMISSION OF CMWSSB, INDIA.

In the future, the ShowCaseINPlant will be used as a learning and training centre. For example, students of sanitary engineering can gain practical experience in the operation, maintenance, and design of plant components. Through excursions, practical study visits or involvement as an assistant, the plant can be meaningfully integrated into the training operation in the future. Furthermore, training of external operating personnel on the ShowCaseIN Plant is also to be made possible.

4.1 Needs analysis

- Identification of various needs for the future use and integration of the ShowCaseINfacility as a learning and training centre.
- Coordination talks with responsible actors from various educational institutions
- Identification of further training needs for existing sewage treatment plant personnel

4.2 Development of different learning and teaching formats

- Development of practical training and further education concepts based on the ShowCaseINPlant
- Identification of possible integration into existing teaching concepts (e.g., excursions, internships, etc.)
- Use of the show case facility for practical training, workshops and presentations in India.

4.3 Conceptual connection to existing training system

- Coordination with local university
- Review of existing teaching content
- Identification of possibilities for long-term integration into the lecture programme
- Preparation and signing of Memorandum of Understanding (MoU) with the university.

4.4 Brief description of the learning and training centre (Milestone IV)

- Preparation of the interim report on work package IV - Development of the learning and training concept