



INTERNATIONAL CENTRE FOR CLEAN WATER
An IIT Madras initiative

Dated: 29/11/2023

Ms. Birendra Raturi
International Director
Social Responsibility Asia (SR Asia)
4F-CS-25&26, Ansal Plaza Mall,
Vaishali Sector-1 Ghaziabad,
Uttar Pradesh 201010, India

Ref No: MOU/ SRASIA/ICCW/2023/06


Subject: Forwarding Signed MOU

Dear Sir,

This is with reference to the MOU executed between ICCW & SR Asia on 14.11.2023. we are enclosing the MOU duly signed by the CEO – ICCW.

We are looking forward for a fruitful collaboration

Yours Truly


E Nandakumar

CEO





INDIA NON JUDICIAL

Government of Uttar Pradesh

IN-UP81105968616233V



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: SR ASIA
: Article 5 Agreement or Memorandum of an agreement
: Not Applicable
: INTERNATIONAL CENTRE FOR CLEAN WATER
: SR ASIA
: SR ASIA
: 100
(One Hundred only)

ACC Name: MOHD ANIR, ACC Code: UP14004004
ACC Address: 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

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Memorandum of Understanding

This Memorandum of Understanding ("MoU") is executed on 14-11-2023.

By and Between

M/s. International Centre for Clean Water, a Society under the aegis of Indian Institute of Technology, Madras and having its office at 2nd Floor, B-Block, IIT Madras Research Park, Kanagam Road, Taramani, Chennai-600113, represented by its Chief Executive Officer, Dr. E Nandkumar hereinafter called "ICCW" which expression shall unless excluded by or repugnant to the context be deemed to include its successors in interest and assigns of the **FIRST PART**

And

M/S SR Asia having its corporate office at 4th Floor, Corporate Suites-25&26, Ansal Plaza Mall, Sector-1, Vaishali, Uttar Pradesh-201010 represented by its Director, Mr. Birendra

[Signature]



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Raturi hereinafter referred to as Company which expression shall unless excluded by or repugnant to the context be deemed to include its successors in interest and assigns of the

SECOND PART

ICCW and SR Asia are hereinafter collectively referred to as "**Parties**" and individually referred to as "**Party**".

The Parties state the following:

WHEREAS ICCW has been set up under the aegis of Indian Institute of Technology, Madras ("IITM") as a not-for-profit society to ideate, nurture and translate disruptive technologies for sustainable clean water, with collective participation of the global community and ICCW works with leading institutes and companies from across the world to deliver best in class solutions in clean water that is sustainable and measurable in its impact.

WHEREAS SR Asia has an interest in Clean Drinking Water, Wastewater treatment, Solar Thermal and other desalination Methods, Greywater recycling, Atmospheric Water Harvesting, Mapping Water Resources, Development of Analytical Protocols, Water sustainability, WASH activities and projects, CSR projects, Impact assessment, Sustainability Reporting and Assurance services, Water Audit, Water indexing and Rating.

WHEREAS ICCW is desirous of ensuring economic, health and ecological benefits to the society through clean water technologies.

WHEREAS SR Asia and ICCW herein jointly are proposing to enter a Memorandum of Understanding to establish a harmonious working modality in the arena of providing Clean & Safe drinking water (research, projects, and technologies) to communities across the world.

WHEREAS the Parties herein have decided to reduce the terms and conditions agreed between them by entering to this Memorandum of Understanding as here under:

Now therefore, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is acknowledged, it is hereby agreed by and amongst the parties hereto and this memorandum of understanding witnesses and the parties mutually agree as follows:

1. Terms of Engagement-

The MoU is jointly proposed to start the following activities under this agreement.

1. Series of Training/ capacity building for clean drinking water.
2. Clean drinking water projects implementation,
3. Water conservation and rejuvenation of water sources



4. Baseline, need assessment and M&E (Monitoring & Evaluation) related to water management projects.
5. SR Asia in partnership mode may organise series of national and international workshops and events on CSR, sustainability, and sustainable development.
6. The Parties may collaborate for CSR project implementation.
7. Ecological engineering to preserve habitats, reverse species extinctions and combat invasive species
8. Mapping groundwater resources and sustainable extraction levels
9. Studies related to hydro projects etc
10. Any other initiative which would work for strengthening of both the organization's vision and objectives could be taken up based on mutual consent and discussion.

Other Areas of Consensus-

- a. To ensure the Sustainable Growth of the Parties.
- b. Exchange learning programme for ICCW employees, interns, and SR Asia team members
- c. Parties may use each other's logos in printed/electronic documents, web pages, social media, as appropriate.
 - Both the Parties can share their data base (between themselves) for better operations and larger dissemination of information to the beneficiaries in civil society (on above mentioned activities) but shall not share the other Party's database to any third party.
 - Details of ongoing activities details will be shared in websites of both parties. For this purpose, a common communicate may be prepared to ensure uniformity of communication.

2. Obligations of the Parties-

- 2.1. ICCW's role will be in advising, guidance, designing and supporting the project implementation.
- 2.2. ICCW may also introduce new emerging technologies for implementation through startups.
- 2.3. SR Asia will be an implementing agency and responsible for all operational matters which includes provisioning of finances, and project handholding, etc.
- 2.4. Either party may submit a proposal for funding including the other party, with their consent.

3. Confidentiality-

- 3.1. The Parties will maintain strict confidentiality and prevent disclosure thereof of such information that is declared confidential.
- 3.2. The burden of proof shall rest with the Party that invokes on the relevant exception.



3.3. The Parties to this MoU will procure an undertaking from all employees and project investigators that they understand the terms and obligations under this MoU and agree to be bound by the terms thereof.

4. Intellectual Property Ownership-

4.1 Any and all patent, technology, trade secret, know-how, development, or idea based upon or utilizing a Party's sole Confidential Information as defined by the Confidentiality Agreement attached as Annexure D or developed without the contribution of the other Party to this Agreement or developed prior to or outside this Agreement,; or any trademark, service mark, logo, trade dress, copyright or other intellectual property created by a Party (collectively, "**Background IP**") will be owned solely by that Party.

4.2 Should the Parties mutually agree to pursue a joint development, or collaboration then the Parties will enter into a separate Joint Development Agreement setting out the terms of the IP ownership and usage thereof.

5. Non-Solicitation-

To the fullest extent permitted under applicable law, from the date of this MoU until twelve (12) months after the termination of this MoU for any reason (the "**Restricted Period**"), each Party will not, without the other Party's prior written consent, directly or indirectly, solicit any of the other Party's researchers or staff or students or any other persons working with the other Party (the "**Employees**") to leave their work/employment, or attempt to solicit Employees of the other Party, either for itself or for any other person or entity.

6. Indemnification-

Each Party ("**Indemnifying Party-ICCW**") agrees to indemnify the other Party ("**Indemnified Party- SR Asia**") from and against actual losses , as established by a non-appealable order of court of competent jurisdiction, arising directly from or in connection with (i) any negligent, reckless or intentionally wrongful act of the Indemnifying Party, (ii) any material breach by the Indemnifying Party of any of the covenants contained in this MoU and corresponding confidential information, (iv) any material failure of the Indemnifying Party to perform its obligations in accordance with all applicable laws, rules and regulations, or (v) any violation or claimed violation Indemnifying Party of a third party's rights resulting in whole, or in part, in terms of this MoU.

7. Terms and Termination-

7.1. This MoU shall come into effect from (14-11-2023) and shall remain in force for a period of five years, unless terminated earlier in accordance with the provisions of this MoU.

7.2. This MoU can be terminated by either Party at its own discretion without any reason, after providing 30 (thirty) days prior written notice to the other Party.



7.3. Each Party's obligation with respect to confidentiality shall survive, remain in effect in perpetuity, unless any part of any confidential information has become public knowledge.

7.4. Termination or expiry of this MoU shall not affect any accrued rights or remedies to which either Party is entitled.

8. Force Majeure-

Either Party shall be entitled to suspend performance of its obligations under the MoU to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances (each of which being defined as a Force Majeure Event); industrial disputes and any other circumstances beyond the control of the parties such as, but not limited to, cyclone, serious fire, unseasonal weather, flood, typhoon and earthquake, war (whether declared or not), extensive military mobilization, insurrection, requisition, seizure, strikes, political unrest, any and all embargoes, restrictions in the use of power and defects or delays in deliveries by sub-suppliers/non - availability of raw materials caused by any such circumstances referred to in this Clause and the time for execution of the MoU shall be extended by a period equal to the effect of those causes. A Force Majeure Event means the event that the parties could not foresee at the time of the conclusion of the MoU and its occurrence and consequences cannot be avoided and cannot be overcome.

9. General-

9.1. **Governing Law:** This Agreement shall be governed exclusively by the laws of the Republic of India, and the courts in Chennai shall have exclusive jurisdiction over any matter arising under the scope of this Agreement.

9.2. **Dispute Resolution:** In the event of any differences arising between the Parties with respect to this MoU, the same shall be referred to arbitration in accordance with the process of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof ("Arbitration Act"), to the extent permitted under the applicable laws. A sole arbitrator shall be appointed by mutual consent of both the Parties to precede over such dispute in accordance with the provisions of the Arbitration Act. In the event that the Parties are unable to appoint the sole arbitrator within a period of [fifteen (15) days] from the date of the occurrence of the dispute, then each Party shall appoint one arbitrator and the two arbitrators such appointed shall appoint the third arbitrator as the preceding arbitrator to form a tribunal for the purposes of dealing with the dispute, in accordance with and under the provisions of the Arbitration Act. The seat and venue of arbitration shall Chennai, India and shall be conducted in the English language.

9.3. **Injunctive Relief:** The Parties acknowledge that a breach of any of the provisions contained in this MoU may result in irreparable and continuing harm for which there will be no adequate remedy at law and that the non-breaching Party shall be entitled



to seek injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

10. Severability-

10.1 Whenever possible, each provision of this MoU shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this MoU should be prohibited or invalid under any applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this MoU. In such event, the Parties shall negotiate, in good faith, a valid, legal, and enforceable substitute provision, which most nearly reflects the Parties' intent in entering into this MoU.

10.2 Entire Agreement: This MoU together with all the annexures, attachments constitute the entire agreement between the Parties with respect to the subject matter of this MoU and supersedes all prior and contemporaneous agreements, understandings, and representations, written and/or oral.

10.3 Independent Contractor: The Parties agree that the other Party is and shall remain an independent contractor. Nothing in this MoU shall be construed to create or imply that either Party is an agent of the other Party.

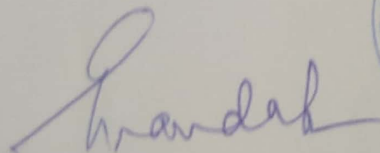
10.4 Assignment: No Party shall directly or indirectly assign or transfer by operation of law or otherwise any rights or obligations under this Agreement, without the prior written consent of the other Party.

10.5 Counterparts: This MoU may be executed in counterparts which, taken together, shall form one instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this MoU and caused it to be effective as of the date first written above.

FOR and on behalf of

International Centre for Clean Water



Mr. E Nandakumar
Chief Executive Officer

ICCW



FOR and on behalf of

Social Responsibility Asia



Mr. Birendra Raturi
(International Director)

SR Asia

WITNESSES

[Signature]

1. Kavitha Chinuswamy
Incubation Manager
ICCW

[Signature]

1. Taranjeet Kaur
Communication Manager
SR Asia

Nagarjuna

2. B. Nagarjuna
Project Manager
ICCW

[Signature]

2. Tanu Sati Akolia
(HR Manager)
SR Asia

[Signature]

