

Memorandum of Understanding (MoU)

Between



Dhaka Water Supply and Sewerage Authority (DWASA)

&

DRINKWELL® a brand of WIST Bangladesh Ltd



This Memorandum of Understanding (hereinafter referred to as the “MoU”) is made by and between

Dhaka Water Supply & Sewerage Authority, a government owned service-oriented autonomous commercial organization established in 1963 duly incorporated and operating as provided in the WASA Act 1996 and under the other laws of People's Republic of Bangladesh, having its registered office at 98, Kazi Nazrul Islam Avenue, Karwan Bazar, Dhaka 1215, Bangladesh (hereinafter “DWASA”), of the other part, whose **main responsibility is providing potable and safe water supply & sewage management to Dhaka dwellers;** and

DRINKWELL, a brand of WIST Bangladesh Ltd., which is a 100% subsidiary of WIST Inc., a social enterprise dedicated to transforming the global water crisis into entrepreneurial opportunity, having its registered office at Unit No: 9-G, 9th Floor, Plot No-2, Road No. 144, Gulshan, Dhaka-1212 (hereinafter “DRINKWELL”), of the other part, **whose main responsibility is treating or purifying potable water to safe drinkable water for Dhaka dwellers at a reasonable price.**

Both hereinafter referred to as a “Party” individually or the “Parties” collectively,

Taking into account that this moment provides a unique opportunity to explore the possibilities of cooperation between the two Parties,

In recognition of their intention to develop, intensify and strengthen their relations,

Considering that, the Parties are striving to be excellent utility service companies that provide high quality service to their customers,

With respect to that, DRINKWELL is a technology platform for clean water embedded within water infrastructure purifying millions of liters of water every month, worldwide. And Dhaka Water Supply & Sewerage Authority (DWASA) a public enterprise also having a long history and strong tradition, established in 1963 for providing of safe and clean water to the city dwellers of Dhaka by the establishment, expansion, and modernization of water supply and sewerage system,

Both parties agree to work together to build, operate and maintain Water ATM Booths for the period from July1, 2021 to June 30, 2026,

Keeping in mind that Parties pay particular attention to conduct their operations on the highest possible level with the help of the most sophisticated technologies, the most modern solutions and devices of the time, both parties

Agreed to have 400 no’s operational Water ATM booths that will provide safe drinking water within DWASA pumps by June 30, 2022, and to implement phase 03 (viz. evaluate, design, build, operate & maintain) of existing project which, upon deployment of DRINKWELL’s ATM System Solutions will enable end users to collect water from each pump using an RFID-enabled card rechargesystem. Further, DWASA has the option of increasing the number of Water ATM Booths deployed by DRINKWELL to 500 no’s operational Water ATM Booths by June 30, 2023 by requesting such a scale-up in writing to DRINKWELL.

Now **therefore**, the Parties hereto hereby agree as follows-

1. Objective of MoU:

- a. To serve pure drinking water to city dwellers at low cost.
- b. To ensure easy access for pure drinking water for all.
- c. To prevent water related diseases.
- d. To discourage illegal water consumption from pump houses.
- e. To reduce NRW via smart water management.
- f. To execute digital smart water management in DWASA.

2. Activities under MoU:

- a. **Evaluate** - DRINKWELL will evaluate raw water quality for DWASA pumps and identify the need for additional water treatment solutions should the raw water quality report warrant such interventions.
- b. **Design** - DRINKWELL will design a turnkey Water ATM-enabled technology solution that will provide treated water via RFID card-based access to safe drinking water using DWASA's water source.
- c. **Build** - DRINKWELL will build a solution with inputs from DWASA as follows:
 - (i) DWASA will commit resources to build out additional infrastructure such as a shed and other infrastructure beyond Water ATM and filtration technology provided by DRINKWELL (e.g., columns for water filtration, ATM system) at no cost to DRINKWELL.
 - (ii) DRINKWELL will provide the ATM system at no cost to DWASA.
- d. **Operate & Maintain** - DWASA will pay DRINKWELL a monthly service fee for the operation & maintenance of each ATM system. DWASA will determine the tariff for both card sale and the price per liter. The monthly service fee is not subject to DWASA's tendering procurement process as this is a service fee for a DRINKWELL-procured and DRINKWELL-operated asset as part of a bilateral agreement and will be reviewed every six (06) months to account for changes in scope of services and/or associated costs. DWASA will pay DRINKWELL for providing the following services:
 - (i) Providing human resources for servicing the pumps during all operational hours
 - (ii) Provide onsite after-sales servicing for the ATM (inclusive of any treatment technology that is used, as well as operation and maintenance of the RFID payment system)
 - (iii) Treated water quality report every 3 months
 - (iv) Onsite closed circuit camera surveillance operating costs

e. Throughout the project tenure, DWASA and DRINKWELL mutually agrees to collaborate in the following ways:

- (i) **Logo Usage, Co-branding, and Showcasing** – Both parties will be eligible to showcase each other in their own platforms (website, event banners, PR events, brochures/pamphlets, promotional activities) and co-brand on assets.
- (ii) **Project Co-bid** – Both parties will be eligible to utilize each other's profiles in joint bids for projects, provided that the parties collaborate to deliver the work in case of successful bid.
- (iii) **Project Collaboration** – DRINKWELL and DWASA whenever appropriate will jointly work on projects and share revenues/profit as appropriate. The parties can also leverage each other's resources (human resource pool, network, technological knowhow, office premises) as agreed.
- (iv) **Knowledge and Expertise Sharing** – DRINKWELL and DWASA will share each other's knowledge, research bank and expertise as deemed appropriate to ensure project success. One such activity under this collaboration is how during the term of the MoU DRINKWELL will organize annual knowledge sharing trips either within Bangladesh or abroad involving upto 6 DWASA staff to inspect Water ATM deployments systems and document lessons learned.
- (v) **Resource Support** – Both parties will be able to leverage the other's resources contingent on availability. DWASA and DRINKWELL are excited to continue this innovative partnership.

3. Conditions of MoU

a. Term

This MoU shall come into effect from July 01, 2021 and shall remain in force for a period of 60 months i.e. June 30, 2026 (hereinafter referred to as the "Term").

b. Termination

If either party wants to terminate this MoU earlier than its expiry, the party must have to provide a written prior notice of Six (06) months to the other party.

c. Renewal

DRINKWELL may, at its sole option, extend the term of the Evaluate, Design, Build, Operate & Maintain or "EDBO" for such period or periods as it deems fit and proper at the end of the Term, at the request of DWASA, provided that at the time of renewal, DWASA is not in default of any material provision of this Agreement or any other agreement with the Service Provider or its subsidiaries or affiliates or any other creditor or Service Provider. A new Agreement will have to be executed, with new terms and conditions may be made applicable at that time.

d. Dispute Resolution

Any dispute arising out of this Agreement or any breach thereof, including any question with regard to the validity and enforceability thereof shall, unless it can be settled amicably by the parties hereto, shall be referred to arbitration; the arbitral tribunal shall consist of 1 (one) arbitrator; the appointment of arbitrators and the arbitration proceeding shall be regulated by the Arbitration Act, 2001.

e. Intellectual Property Rights and Non-disclosure

- (i) DWASA agrees that certain trade secrets and procedures may be available to it in confidence and agrees not to divulge or disclose any such trade secrets and procedures, during the validity hereof and thereafter.
- (ii) DWASA agrees and recognizes that all the technical and other information, made available by the Service Provider hereunder are confidential to DWASA and DWASA will use any such confidential information/material only for purposes of and as per terms and conditions of this Agreement. It further agrees not to disclose or divulge during the validity hereof and thereafter, such confidential information to any third party, except as authorized hereunder.
- (iii) Upon termination of this Agreement, DWASA shall promptly discontinue use of and shall return all such confidential proprietary material and system components of the DRINKWELL.

IN WITNESS WHEREOF the parties have signed this Agreement on the respective day and year below.

**For DHAKA WATER SUPPLY
& SEWERAGE AUTHORITY**

For WIST BANGLADESH LTD.

Engr. Md. Kamrul Hasan
Chief Engineer

Minhaj Chowdhury
CEO

Date:

Date:

Witness:

Witness:

Name & Designation
(With Date)

Name & Designation
(With Date)