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25AA 736508

This Memorandum of Understanding ("MoU") is executed on this **20th day of December** in the year **Two Thousand and Eighteen** at Kochi by and between;

Kochi Metro Rail Limited, a joint venture company of Government of India and Government of Kerala, entrusted for setting up a world-class metro rail system in Kochi, having its Corporate Office at 8th Floor, Revenue Tower, Park Avenue, Kochi-682011, Kerala, India, represented by its Managing Director, Sh. Mohammed Hanish, I.A.S, (hereinafter referred to as "KMRL", which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the **FIRST PART**;

[Signature]
 Managing Director
 Kochi Metro Rail Ltd
 Kochi-682 011



43762 NO. 7-11-2018 Date

Link To Kochi Metro Rail Ltd.

LISSY SEBASTIAN
 GJM Court Vendor, Ekm
 Memorandum of Understanding between KMRL & SCMS-WI



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The **SCMS Water Institute**, a Centre of Excellence on Water, represented by SCMS Group of Educational Institutions, having its registered office at Prathap Nagar, Muttom, Kochi, Kerala, and represented by its Vice Chairman, Sh. Pramod P Thevannoor, (hereinafter referred to as "SCMS", which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the SECOND PART.

KMRL and SCMS are hereinafter collectively referred to as "Parties" and may also be referred to individually as "Party".

1. The Mission of KMRL is to provide a reliable, safe, efficient, viable and customer friendly mass rapid transit systems for the Greater Kochi Region, which is environmentally and financially sustainable. KMRL also aims at enhancing the quality of life of the people in the region. KMRL wants to implement rainwater-harvesting systems at the metro stations, depot, as well as

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viaducts so as to reduce its dependency on treated water from public distribution network. KMRL looks to carry out a pre-feasibility study on the implementation of rain water harvesting systems at its facilities.

2. SCMS is committed to promote water audit, conservation and management. Over the last few years, SCMS has been providing technical support to Local Self Governments (LSGs) in Kerala in addressing their challenges in managing the water resources.

3. The purpose of this MoU is to establish the basis and structure of a collaboration between the above-mentioned parties to integrate best practices in rainwater harvesting at metro stations and viaducts to ensure water sustainability of Kochi Metro.

CLAUSE 1: OBJECTIVES

1.1 To have an integrated, systematic effort to address effective utilization of rainwater collected over metro stations, depot and viaducts.

1.2 To reduce the dependency on public water distribution system and to contribute excess water resources to overcome the water scarcity in the city.

1.3 To have a comprehensive water management policy for the operations of Kochi Metro.



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1.4 As a part of achieving the above objectives, SCMS would assist KRML in these specific tasks:

- a. Assess the water use patterns at metro stations.
- b. Provide technical assistance to KMRL in conducting water audit at metro stations.
- c. Quantify the harvestable rainwater and assess feasibility of harvesting at selected locations.
- d. Provide technical assistance for KMRL and associated stakeholders covering all aspects of rainwater harvesting.
- e. Provide technical advisory support to KMRL for the development of a Comprehensive Water Management Policy.

1.5 By mutual agreement between the Parties mentioned above, additional, sustainable water initiatives may be developed under the auspices of this MOU.

CLAUSE 2: EXECUTION

2.1 The KMRL will ensure and coordinate the participation of the staff and other resources. KMRL will nominate a senior officer for the initiatives, who will have the requisite skills, experience and authority to keep the initiative moving forward in a timely manner and who will have direct access to the key decision makers.



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- 2.2 The Managing Director / or any of the competent officers of KMRL, who has the decision-making authority under this collaboration, commits to meeting with the representatives of SCMS at major decision points, to discuss options and/or communicate his/her decision to SCMS. Such meetings shall be held at Kochi. No expenditure will be reimbursed to SCMS for attending such meetings.

CLAUSE 3: RESPONSIBILITIES OF THE PARTIES

- 3.1 This MoU does not involve the transfer of financial resources between the Parties or generate any obligations to either Party to compensate each other in case the actions and programs agreed upon do not take place. Each Party is responsible for its own expenses.
- 3.2 KMRL and SCMS agree to jointly and individually seek financial resources for the projects under this collaboration from public and private sources. The obligations with personal and/or third parties, assumed by either of the Parties, will not lead to obligations to the other Party and are of sole responsibility of the Party that has assumed them. KMRL agrees to provide SCMS with requisite data, maps, drawings, information, reports, etc. that are necessary for the execution of the objectives as listed in this MoU.



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- 3.3 KMRL and SCMS agree that all the data provided and study reports created as part of this collaboration can be made available in the general public domain, unless it is specifically agreed mutually that a data or portions of a report need to be held confidential, in the best interest of the human settlements in cities.

CLAUSE 4: DURATION

- 4.1 This Memorandum of Understanding has the duration of three years from the date of its execution and can be extended further based on mutual agreement by a written agreement by all Parties.

CLAUSE 5: ALTERATIONS AND ADDITIONS

- 5.1 Any alteration of the conditions and clauses established in this Memorandum of Understanding must be agreed and signed by all Parties to this MoU.
- 5.2 Any issue not defined in the MoU should be agreed formally between the Parties, signed by the Parties, and added to this MoU.



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CLAUSE 6: RESCISSION

6.1 The Memorandum of Understanding can be cancelled by either Party, formally, with a minimum of thirty days' notice, through a written letter or due to a change in law that will not permit its execution.

IN WITNESSTH WHEREOF the parties hereto have set their hands and seal on the day and year first mentioned herein above.




For Kochi Metro Rail Ltd.
A.P.M.Mohammed Hanish
Managing Director,
Kochi Metro Rail Ltd.



For SCMS Water Institute
Pramod P Thevannoor
Vice Chairman, SCMS
Group of Educational
Institutions



Witness 1

Name: *Dr. Sunny George*
Director, SCMS WATER
INSTITUTE
Signature: 

Witness 2

Name: *G.P.HARI*
Additional GM (Urban Transport)
Kochi Metro Rail Ltd
Signature: 
20/12/2018



SCMS Water Institute signing MoU with Kochi Metro Rail Corporation (KMRL), Kochi for conducting a feasibility study of the potential of rain water harvesting at the stations of Kochi Metro, viaducts and depot.