

Cooperation agreement *Collaboration in research project POWERSTEP*

BETWEEN

Company/Wastewater treatment plant

Address 1

Address 2

represented by Mr./Mrs. XX,

- hereinafter referred to as „**xxx**“ -

AND

Kompetenzzentrum Wasser Berlin gGmbH

Cicerostr. 24

10709 Berlin

represented by Mrs. Edith Roßbach, Managing Director

- hereinafter referred to as „**KWB**“ -

AND

Veolia Deutschland GmbH

Lindencorso

Unter den Linden 21

10117 Berlin

represented by Mr. Etienne Petit, General Director

and Mrs. Emmanuelle Menning, Chief Financial Officer

- hereinafter referred to as „**Veolia**“ -

- also jointly referred to as the „**Parties**“ -

Preamble

The project “POWERSTEP” (hereinafter referred to as „project“) is a 36 month research project (duration: 01. July 2015 – 30. June 2018) to develop innovative concepts for energy-positive wastewater treatment plants which is funded by the European Commission under the research framework „Horizont 2020“ (grant agreement No. 641661). KWB coordinates this research project, in which Veolia acts as a partner in the consortium. The following agreement organises the cooperation between KWB, Veolia and xxx towards the execution of an energy audit at the wastewater treatment plant XXX that is offered within the scope of POWERSTEP.

Therefore, KWB, Veolia and xxx enter into the following agreement:

§ 1 Article of cooperation

- (1) The parties agree to cooperate within the scope of the project POWERSTEP in the frame defined by this cooperation agreement.
- (2) Each party shall designate a cooperation team.
- (3) The duties of xxx are:
 - To provide a plant scheme, design and operational data of the wastewater treatment plant

- to be used in an energy audit
 - To validate and complement input data for balance models within the scope of a site visit at the wastewater treatment plant (1 day) with participation of plant experts
 - To provide cost factors for electricity, chemicals and sludge disposal
 - To discuss and accept the final report of the energy audit.
- (4) The duties of KWB are:
- The information management,
 - The project lead, coordination and controlling and
 - The public relations.
- (5) The duties of Veolia are:
- To collect plant and operational data for an energy audit using the software OCEAN
 - To validate the input data in cooperation with XX
 - To evaluate the current status in terms of energy efficiency
 - To propose up to 3 optimisation measures to improve energy efficiency at the wastewater treatment plant
 - To develop potential conceptual changes in the wastewater treatment scheme to improve its energy efficiency based on the process modules of POWERSTEP
 - To create a short final report for the energy audit and a presentation (Powerpoint) of the results.

§ 2 Confidentiality

- (1) Each Party shall ensure – by separate agreement, if necessary – that the individuals they employ in the scope of this agreement (their employees, agents, contractors and consultants and employees of affiliated companies) keep any confidential information regarding the business or operational activities of the other Party or its associates strictly confidential both during and after the term of this agreement.
- (2) This confidentiality obligation shall not apply to information meeting the following conditions at the time of the communication by a Party:
- already public knowledge or became public knowledge thereafter without the involvement of the receiving Party or
 - already in the possession of the receiving Party or was already obtained without any obligation of confidentiality from a third party; or
 - required by law to be disclosed by the receiving Party. In this case, the receiving Party must inform the communicating Party immediately and prior to publication of the confidential information and agree on how to proceed, or
 - already developed or being developed by the receiving Party independently.
- (3) Internal company documents shall be returned to the other Party immediately after completion of the Project or completion of an assignment by an employee. Employees of the Parties are not authorized to pass on or take away documents provided to or prepared by them in connection with their tasks in the scope of this cooperation. The obligation of a Party to return documents shall apply only to documents provided by the other Party.

§ 3 Term and Termination of Agreement

- (1) This Agreement shall be effective as of the start of POWERSTEP – on 01.10.2016 at the earliest - and will automatically expire without notice on 30 June 2018.
- (2) Each Party may terminate this agreement by submitting notice at least six weeks before the end of a quarter.

- (3) Each Party has the right to terminate this Agreement without notice due to an important reason. Examples for such justified important reasons to effect termination of this Agreement without notice include instances where:
- a) The other Party has committed a breach of its contractual obligations and has not remedied the breach of contract within a specified period of time despite being given notice and a reasonable period to remedy the breach. Prior warning is not required if this would be useless or unacceptable to the party entitled to terminate the contract. Apart from this, Article 314 of the new German Civil Code shall apply;
 - b) Bankruptcy court proceedings against one of the parties to this Agreement have commenced or the commencement of bankruptcy proceedings is imminent, whereby the commencement of bankruptcy proceedings is equivalent to the dismissal of a bankruptcy petition due to lack of assets.
- (4) XXX is entitled to terminate this Agreement without notice due to an important reason in the event that KWB ceases to pursue the tasks, research activities and assignments in the scope of and for the OXERAM-2 project. This shall also apply if KWB should make major amendments to its articles of incorporation, corporate purpose or structure.
- (5) Apart from this, the Parties have the right to terminate this Agreement without notice only in the event that adherence to the terms of this Agreement should become an undue hardship to them.

§ 4 Place of Jurisdiction

- (1) The place of jurisdiction is Berlin.

§ 5 Miscellaneous Provisions

- (1) All amendments and supplements to and notices of termination of this Agreement shall be in writing. This also applies to revocation of the written form requirement itself. There are no verbal side agreements to this Agreement.
- (2) Should one of the provisions of this Agreement be or become inoperative, the validity of all other provisions or agreements shall remain without prejudice. In this event, the contracting parties agree to replace the inoperative provision with an effective alternative most closely meeting the purpose of the inoperative provision. The same will apply in the event of any loopholes in this Agreement.

Signed

in _____ on _____ in _____ on _____ in _____ on _____

XX	Veolia Deutschland GmbH	KompetenzZentrum Wasser Berlin gGmbH
Function	General Director	Managing Director
First Name, Last Name	Etienne Petit	Edith Roßbach

in _____ on _____

Veolia Deutschland GmbH
Chief Financial Officer
Emmanuelle Menning