

## **“W-SMART”**

**Water Security Management Academy for Research & Technology**  
**Research & Development Center**

**Memorandum of Understanding**  
**for establishing Industry–University Collaborative Agreement**  
**for Creating the “W-SMART” Research & Development Center**

## **Memorandum of Understanding**

### **Between:**

**University of Sciences et Technologies of Lille hereby designated « USTL »**  
Public Institution for Science & Technology,  
Located at Cité scientifique, 59655 Villeneuve d'Ascq Cedex, France  
Incorporation Identity number: SIRET 195 935 598 00019, code RNE 05 93 559 Y, code APE  
803 Z. Represented by its President, Prof. Philippe ROLLET,

**KWR Watercycle Research Institute Groningenhaven**  
Located at 7 Postbus, 1072, 3430 BB Nieuwegein, The Netherlands  
Represented by Annemarie Van Wezel

### **COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA),**

A French state-owned research entity with a scientific, technical or industrial activity duly organised under the laws of France and having its registered office located Bâtiment Le Ponant D – 25 rue Leblanc, 750015 Paris, France, and declared at the Paris Register of Commerce and Trade under the following registration number RCS PARIS B 775 685 19, acting for this MOU and represented by Mr Riadh CAMMOUN, acting as Director of the Integrated Systems and Technology Laboratory (LIST) and duly authorised for the purposes hereof,

hereinafter referred to as “CEA LIST”,

and

**W-SMART** - a non-for-profit Association incorporated in France, in 2005, as an International Water Security Alliance of water utilities, represented by its President, Mr. Bruno Nguyen.

W-SMART originated at the aftermath of 9/11 under the leadership of the Commissioner of New York City Department of Environmental Protection and presently involves both private and public water supply operators from Europe, North America, and Israel. The main purpose of W-SMART is to create the necessary international forum for promoting and catalyzing information sharing, best practice assessment, and collaboration among metropolitan public and private water utilities, their national organizations, applied R&D institutions, and local, national and international authorities for upgrading the capabilities of these utilities for protecting their water resources and metropolitan supply systems with respect to terrorism, manmade and natural disasters, improving crisis management strategies, and ensuring safe water supply for the sustainable development of the urban society.

USTL, KWR, CEA LIST and W-SMART are hereby jointly designated as the « Parties ».



## BACKGROUND

W-SMART, CEA LIST and the University of Lille1 have been collaborating in the field of water Security & Safety, which presents critical economical, societal, ecological and operational issues for both industrialized and emerging countries. The Security & Safety challenges are multi-disciplinary and require a broad array of competencies in Civil Engineering, Environmental Sciences, IT, Microbiology, Chemistry, Social sciences, Public Policy, Public Health, and other subject matters.

For this purpose the “parties” have agreed to jointly create the “*Water Security Management Academy for Research & Technology*” - “W-SMART” Research & Development Center. The mission of the Center is to conduct research and full scale experiments for the development, assessment and integration of innovative technology solutions and smart monitoring and control systems in order to upgrade the capacity of the water industry and local governments to ensure the security, safety and sustainability of the resources and metropolitan distribution networks of potable water. The Center will also support specialized professional education and training programs and will promote Innovation & Valorization through support to start-up IP based corporations.

**For this purpose the “PARTIES” hereby jointly DECIDE that:**

### ITEM 1 – OBJECTIVE

The «Parties» hereby decide to jointly create a “*Water Security Management Academy for Research & Technology*” hereby designated as the “W-SMART” Research & Development Center. The Center is hereby created as a Common Laboratory in order to jointly conduct mutually identified research projects and technology demonstrations, bringing together the expertise, financial and human resources of the “parties” for the performance of the identified projects, on a non exclusive basis.

The purpose of the current MOU is to jointly define the terms of this partnership, its institutional organization, and the guiding management principles of the Center. The “parties” hereby agree to support the Center with their resources (direct financial participation are not mandatory) and expertise as follows:

W-SMART will provide Industry’s leadership, expertise and capacity for:

- Water Industry and Local Governance priority needs assessment for Research, Development & Professional Education and Training.
- Assessment and full scale  $\beta$  testing of innovative technology solutions in city owned or utilities’ sites to compare with current state of practice and assess the reliability of the monitoring systems,
- Demonstration, early deployment performance monitoring, standardization and valorization or qualification for deployment of innovative technology solutions.
- Industry participation and contribution to support specialized professional education programs

The University of Lille1 and KWR will mobilize and offer its multi-disciplinary research, development, and professional training resources and competencies as appropriate for jointly identified projects, including, more specifically, its scientific and technological platforms.

CEA LIST will mobilize and offer its multi-disciplinary research, development, and professional training resources and competencies as appropriate for jointly identified projects, including, more specifically his knowledge on sensors, signal processing and know how in artificial intelligence for smart grid.

This agreement does not imply, under any circumstances, the creation of a new moral entity or incorporation, nor the adhesion to any association especially W-SMART. Each “party” will react to any third person individually on its own and for its own account. However, it is the purpose of the “parties” to promote industry-university cooperation by mutually contributing and leveraging their competencies, experience, and resources, as appropriate on a case by case basis, for the development and realization of jointly identified R&D projects.



The execution of this agreement by the Parties shall be exclusive of any financial flows. Each Party shall be in charge of financing the works it shall have to carry out for the purposes of the present MOU.

## ITEM 2 – INSTITUTIONAL ORGANIZATION

The strategic development and operational management of the Center will involve:

- Board of Directors (BOD) - Comité de Pilotage
- Strategic Industry Advisory Board (SIAB) - Conseil Industriel d'Orientation
- Scientific Advisory Board (SAB)- Conseil Scientifique
- Executive Directorate (ExD) - Equipe de Direction

### 3.1. Board of Directors (Comité de Pilotage) – The Board will consist of:

- President of USTL or his/her delegate
- President of KWR or his/her delegate
- President of CEA LIST or his/her delegate
- President of W-SMART or his/her delegate
- Chair of the Strategic Industry Advisory Board – Associated (non voting) member
- Chair of the Scientific Advisory Board – Associated (non voting) member

It may invite experts to participate as appropriate in its deliberations. The participation of such experts will be only in Advisory capacity to the Board.

The responsibilities of the Board of Directors include:

- Definition of goals for Annual Research Programs upon proposals prepared by the Executive Directorate (ExD) and recommended by SIAB & SAB
- Approval of the Annual Reports of Activities, including the Annual Financial Reports
- Approval of Annual Plans of Activities with Budget and Resources.
- Promotion of Strategic Partnerships with Industry and Academia for the approved programs.

The Board of Directors is chaired by a President supported by an Executive Vice President. The Presidency and Executive Vice-Presidency are assumed alternatively, on a yearly basis. The BOD will hold a yearly meeting. Other meetings may be held at the request of the Executive Director or of any of the parties, as needed.

### 3.2 Strategic Industry Advisory Board (SIAB) - Conseil Industriel d'Orientation

Composition: Members of W-SMART, expanded to include mutually identified professional experts from industry and academia

Responsibilities include:

- Industry needs assessment,
- Recommendation of a roadmap for strategic development responding to industry priorities and identifying resources to support its development,
- Assessment of the R&D results, outcome impacts and strategies for their integration in practice,
- Promoting Industry's support for assessment and full scale  $\beta$  testing of innovative technology solutions in utilities' sites to assess the reliability of the monitoring systems,
- Assessment of collaboration strategies to promote innovation and support start-up corporations
- Promoting support of Industry & Local Governments for demonstration, early deployment monitoring, standardization and valorization or qualification of innovative technology solutions

### 3.3 Scientific Advisory Board

Composition: Academic & Professional Experts

Responsibilities:

- Scientific oversight and quality control of the proposed research programs and their results
- Assessment of the R&D results, outcome impacts and strategies for their integration in practice,

### 3.4 Executive Directorate



The Executive Directorate of the Center consists of:

- Executive Director,
- Scientific Director,

The Executive Director and the Scientific Director are nominated by the Board of Directors and appointed by the President of the Board of Directors for a renewable period of 4 years. The positions of Executive Director and Scientific Director are assumed by the designated representatives of USTL and W-SMART alternatively, on a two year basis. The Executive Director and the Scientific Director are non-voting Ex-Officio members of the BOD.

The Responsibilities of the Executive Directorate include:

- Strategic development of the Center according to the goals established by the BOD, with support of the SIAB and the SAB
- Coordination, financial and operational management of the annual research programs approved by the BOD.
- Scientific oversight and quality control of the research programs and their output with the support of the SAB.
- Preparation of a yearly Plan of Activities, with the support of the SIAB and the SAB, including a yearly budget proposal (investments, grants, etc.), and their presentation for approval by the BOD.
- Management of resources allocated for the different programs following the Plan of Activities approved by the BOD.
- Exploring funding resources and strategic partnerships for the development of programs approved by the BOD and consistently with the mission of the Center

### **ITEM 3 - INTELLECTUAL PROPERTIES (IP)**

#### Communication of information, confidentiality, publications

The “parties” agree to share the information related and necessary to the development of the Plan of Activities approved by the BOD, unless such information sharing violates prior commitments of any of the parties with a third party or are involved or engaged in a prior collaboration with a third party, or are engaged in a process of Intellectual Protection as Patent process. The “parties” shall have the right to refuse to disclose any information under this MOU and nothing herein shall obligate any “parties” to disclose any information.

The “parties” agree not to divulge and /or share with a third party any information designated confidential by any of the parties which is the source of this information.

Sharing information among the “parties” cannot be interpreted as conceding ownership or the intellectual property right or licensing to the other party nor can it be interpreted as conceding the right to share this information with a third party. Publications and Scientific communications related to the activities and research programs conducted by the Center will bear the name of the Center. The “parties” agree that the IP protection measures hereby agreed upon are not intended to and cannot be contradictory to the responsibilities of the principal investigators and researchers of the Center to provide annual activity reports or any other research reports to their sponsors which shall be covered by a confidentiality agreement. Furthermore, unless otherwise pre-stated by BOD internal reports to sponsors are not considered to be violation of industrial properties.

#### Properties, protection and integration of results issued by the Center

Each Party shall retain ownership of its knowledge (information, technical data, tools, software... whether patented or not, etc.) acquired prior to the Project or independently from the works developed within the Project (“BACKGROUND”). It is already specified that BACKGROUND needed to perform the Project will be listed in annex to each specific agreement.

Results developed and obtained (on a legal base related to Intellectual Property) solely by one Party within the framework of the Project shall be the property of that Party (“Proper Results”). Results developed and obtained (on a legal base related to Intellectual Property) jointly by several



Parties and if their respective shares of work cannot be ascertained within the framework of the Project and if their respective shares of work cannot be ascertained shall be deemed joint ownership of these Parties ("Joint Results"). A joint ownership agreement shall determine the terms of ownership and commercial distribution of these joint results, any commercial use by one of the Co-owners giving rise to a remuneration to the other Co-owners.

If a Party needs the Proper Results of another Party to use its proper results, that Party shall be granted a non-exclusive licence on these Proper Results, on conditions mutually agreed among the Parties.

If one of the Parties needs another Partie's Background to use its proper results, the latter shall grant, subject to prior obligations, a non-exclusive licence on this Background on conditions mutually agreed among the Parties

"Results issued by the CENTER" are all the information and results obtained through the programs conducted by the CENTER, whether they could be potentially turned into Intellectual Properties or not, including data bases, software developments, and know-how.

They are the properties of the parties participating in their development or financing through the allocation of intellectual, financial or other resources, proportionally to the resources allocated by these parties, following agreements pre-established by the parties on a case by case basis for the ownership of results and protection of Intellectual properties.

#### **ITEM 4 – TERM and CANCELATION**

This Memorandum of Understanding becomes effective between the "parties" upon its signature by the "parties" for a renewable term of 4 years, starting January 20, 2011

Its extension will be executed through an addendum to this agreement which will specify the terms of this extension as mutually agreed by the parties, three months before the conclusion of the first term.

Any of the partnering parties could decide to cancel its participation with a delay of 3 months by an official pre-notice addressed to the other parties. Cancellation option of any party's participation does not release this party from fulfilling its standing contractual commitments until the effective day of cancellation. Cancellation of any party's participation can result in damage to other parties which may be affected by the unexpected cancellation. Such damages may be subject to compensation to the affected parties.

This agreement may be modified by a mutually agreed addendum following the above outlined procedure.

#### **ITEM 5- MISCELLANEOUS**

No failure to exercise or delay in the exercise of any right which the Parties may have, under this MOU or in connection with it, shall operate as a waiver thereof, nor shall any total or partial exercise of any such right prevent from any further or other exercise thereof or of any other such right. In the event that any one of the provisions of the MOU is held to be unenforceable under applicable law:

- Such unenforceability shall not affect any other provision of the MOU;
- The MOU shall be construed as if said unenforceable provision had not been contained herein; and
- The Parties shall discuss in good faith to replace the unenforceable provision with an enforceable provision, which has the effect nearest to that of the provision being replaced.

Except as otherwise provided for in this MOU, none of the Parties shall assign or transfer any right acquired, granted, transferred or imparted to it hereunder to any third party, firm or

corporation without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

This agreement does not imply, under any circumstances, the creation of a new moral entity or incorporation. The Parties to this MOU shall remain independent contractors. For jointly identified R&D projects, project specific cooperation agreements will be established between the "parties", as appropriate on a case by case basis, to identify their mutual contributions, the terms of leveraging their competencies, experience, and the resources allocated. Nothing contained in this MOU shall be construed or interpreted as a joint venture or agency relationship among the Parties. Each "party" will react to any third person individually on its own and for its own account.

#### ITEM 6: LITIGATION

For any difference among the parties that may rise during the execution of this MOU or its interpretation, hereafter, it is the intent of the parties involved to resolve the difference by a mutually agreed settlement.

This memorandum of understanding and its effects are subject to and shall be construed and enforced in accordance with the laws of France. If these differences subsist for a period exceeding 6 months the issues will be finally settled under the rules of the competent jurisdiction in France.

For USTL

Philippe ROLLE

Date:



For KWR

Annemarie Van WEZEL

Date:



For W-SMART



Bruno Nguyen

Date: 20/01/12

FOR CEA LIST



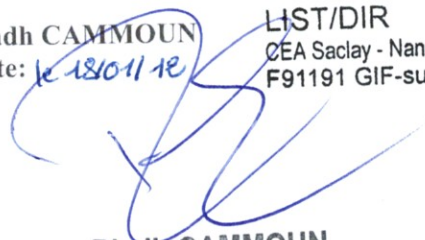
Institut Carnot CEA LIST

LIST/DIR

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F91191 GIF-sur-YVETTE CEDEX

Riadh CAMMOUN

Date: 12/01/12



Riadh CAMMOUN

Directeur de l'Institut CEA LIST



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For USTL

Philippe ROLLE

Date:



For KWR

Annemarie Van WEZEL

Date:



For W-SMART



Bruno Nguyen

Date: 20/01/12

FOR CEA LIST



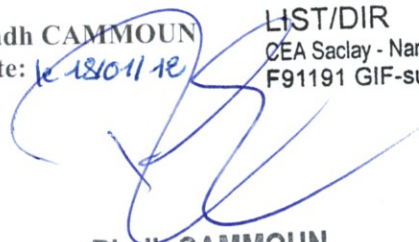
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Riadh CAMMOUN

Date: 18/01/12



Riadh CAMMOUN

Directeur de l'Institut CEA LIST