

**MEMORANDUM OF COOPERATION
BETWEEN
THE MINISTRY OF THE ENVIRONMENT
OF JAPAN
AND
THE MINISTRY OF JAL SHAKTI
OF THE REPUBLIC OF INDIA**

**IN THE AREAS OF DECENTRALIZED DOMESTIC WASTEWATER
MANAGEMENT**

The Ministry of the Environment of Japan and The Ministry of Jal Shakti of the Republic of India (hereinafter referred to as individually as a “Side” and collectively as "Both Sides");

DESIRING to strengthen the existing friendly relations between both countries;

CONSIDERING their common interest in promoting cooperation for Decentralized Domestic Wastewater Management in preserving water environment in public water area and improvement of public health, based on the principles of equality and mutual benefit;

RECOGNIZING that the effective protection of the environment requires global cooperation and coordinated efforts, and that activities to protect the environment should be carried out at the regional, national and local levels;

REFERRING to the United Nations Sustainable Development Goals (SDGs) Target 6.3 “halving the proportion of untreated wastewater”;

PURSUANT to the laws and regulations of their respective countries;

HAVE reached the following recognitions:

PARAGRAPH I
OBJECTIVES

The purpose of this Memorandum of Cooperation (hereinafter referred to as "this MOC") is to strengthen, facilitate and develop capacity of Decentralized Domestic Wastewater Management.

PARAGRAPH II
SCOPE OF COOPERATION

The scope of cooperation is as follows:

1. Decentralized Domestic Wastewater Management; and
2. Effective reuse of treated wastewater.

PARAGRAPH III
FORMS OF COOPERATION

Within the designated authorities and in accordance with the laws and regulations of the respective countries, Both Sides will encourage and facilitate cooperation which may include, but are not limited to areas of mutual interest such as:

1. Exchanging information and expertise on Decentralized Domestic Wastewater Management;
2. Seminars, conferences, and meetings;
3. Capacity building through trainings, workshops and on job sites.
4. Other forms to be mutually decided upon.

PARAGRAPH IV
ORGANIZATION

1. Both Sides hereby establish a Management Council (hereinafter referred to as "the MC") that is responsible for the implementation of this MOC by formulating detailed activities of collaboration and the monitoring of its progress. The MC will comprise equal number of members from Both Sides. The members will explore the possible involvement of public and private sectors and knowledge institutions where appropriate. The MC will hold its annual meeting, alternately in India and in Japan. In addition, the MC may meet anytime using telephone or video conferencing.

2. If decided by Both Sides, third parties (public and/or private) may become permanent or temporary members of the MC.
3. After the signing of this MOC, the MC will decide on a Joint Working Program. The Working Program relates to the matters of this MOC and describes specific joint activities, aim, cooperating partners and beneficiaries as well as the role of Both Sides.
4. Management Council may provide advice and support for Johkasou pilot projects to be implemented by the Ministry of Jal Shakti.

PARAGRAPH V
DETAILED DOCUMENTS

In order to facilitate the activities under this MOC, case specific detailed documents viz. Pre-Feasibility Reports, Feasibility Reports & Detailed Project Reports etc., may be made covering detailed specification in the respective areas and other appropriate matters including, if deemed necessary, the financial arrangement of such case specific programs and projects.

PARAGRAPH VI
INTELLECTUAL PROPERTY RIGHT

Any intellectual property resulted from the implementation of this MOC will be exercised in line with the document mentioned in paragraph V and the laws and regulations of the respective countries.

PARAGRAPH VII
CONFIDENTIALITY

1. Each Side will observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Side during the period of the implementation of this MOC.
2. This paragraph will not prejudice the prevailing laws and regulations of the respective countries.
3. Neither Side will disclose confidential information received from the other Side under this MOC, without the prior written consent of the other Side.

**PARAGRAPH VIII
SETTLEMENT OF PROBLEMS**

Any problem arising from the implementation or interpretation of this MOC will be settled amicably through consultation or negotiation between Both Sides.

**PARAGRAPH IX
MODIFICATION**

This MOC may be modified at any time through mutual written consent by Both Sides.

**PARAGRAPH X
COMMENCEMENT, DURATION AND TERMINATION**

1. The cooperation under this MOC will commence on the date of its signature.
2. The cooperation under this MOC will continue for a period of two (2) years and may be extended by mutual consent of Both Sides or terminated at any time by either Side by giving written notification at least six (6) months prior to the date of the intended termination.
3. The termination of the cooperation under this MOC will not affect the duration of any on-going activity until the completion of such activities.

Signed on the 19th day of March,2022 in the English language.

**FOR THE MINISTRY OF THE ENVIRONMENT
OF JAPAN**

**FOR THE MINISTRY OF JAL SHAKTI
OF THE REPUBLIC OF INDIA**

Tsuyoshi Yamaguchi
Minister of the Environment, Japan

Gajendra Singh Shekhawat
Minister of Jal Shakti, India