

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**  
**and**  
**CURRENT INNOVATION, NFP**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the **Metropolitan Water Reclamation District of Greater Chicago** (“District”), a unit of local government and body corporate and politic, and **Current Innovation, NFP** (“Current”), an Illinois not-for-profit corporation. The District and Current may hereinafter collectively be referred to as the “Parties.”

WHEREAS, the District’s mission is to protect the health and safety of the public in its service area, protect the quality of the water supply source (Lake Michigan), improve the quality of water in watercourses in its service area, protect businesses and homes from flood damages, and manage water as a vital resource for its service area;

WHEREAS, Current is a leading platform to validate, demonstrate, commercialize and scale innovative water technologies and promote research to solve critical water challenges;

WHEREAS, these water technologies can help water utilities like the District better serve their customers, protect the environment, and reduce costs;

WHEREAS, on March 17, 2016, the District’s Board of Commissioners authorized the District to become a member of Current;

WHEREAS, on \_\_\_\_\_, 2017, the District’s Board of Commissioners authorized the District to enter into this MOU with Current;

WHEREAS, Current’s goals are consistent with the District’s strategic business plan, particularly the District’s efforts toward resource recovery and nurturing strategic partnerships;

NOW, THEREFORE, the District and Current hereby acknowledge and declare as follows:

**1. PURPOSE**

a. The overall purpose of this MOU is to strengthen the respective efforts of the District and Current to research and identify innovative water technologies and to streamline pilot testing or demonstrations of such technologies that may be beneficial to District operations.

**2. PROCEDURE FOR COORDINATION AND COOPERATION FOR PILOT STUDIES**

a. Current’s process for validating water technology solutions is comprised of several steps, including the following: Application & Screening; Technical/Economic Assessment & Due Diligence; Physical Testing, Site Matching, Piloting/Demonstration & Support Services; and Operational Performance & Technical Evaluation.

b. When Current identifies a water technology through its screening and assessment process that may be beneficial to the District's mission or operations, Current may refer that technology to the District for pilot testing or demonstration. For purposes of this MOU, pilot testing or demonstration is defined as a short-term trial period in which physical testing of a technology is performed to gather information as to whether the technology is viable for long-term implementation.

c. Any referrals from Current must include a detailed description of the technology and the company developing that technology, along with the results of Current's screening and assessment process, for the District's consideration. Current shall send the referral to the Director of Monitoring and Research. Any referrals are to be provided at no cost to the District.

d. The District will evaluate referrals provided by Current to determine whether it is in the District's best interests to perform any pilot testing or demonstration of the technology. The District has the sole discretion for determining whether any pilot testing or demonstration will be performed. When considering new water technologies for pilot testing or demonstration, to the extent possible, the District will prioritize the consideration of technologies referred by Current as it recognizes the added value of Current's screening and assessment process.

e. If the District agrees to participate in a pilot test or demonstration for a technology referred by Current, the company proposing the technology must enter into an agreement with the District setting forth the terms and conditions of the pilot testing. To streamline the pilot testing process, the District will provide a sample agreement that sets forth the standard terms and conditions; however, the District reserves the right to negotiate the terms and conditions of such agreements on a case by case basis depending on the nature of the pilot testing.

f. Any pilot tests or demonstrations considered under this MOU must be conducted at no cost to the District for use of the referred technology. Other costs associated with the pilot testing or demonstration that the District agrees to incur must be paid in accordance with the District's policies and procedures for expenditures. Pilot testing does not guarantee the award of any District contract; any and all District contracts that may be pursued subsequent to pilot testing or demonstration must comply with the District's Purchasing Act (70 ILCS 2605/11/1-11.24), the District's "Multi-Project Labor Agreement" and the District's Affirmative Action Requirements and Affirmative Action Ordinance, as applicable.

g. Current may participate in or observe any pilot testing unless the District deems, at its sole discretion that it would represent a risk to District facilities or operations or it is not in the District's best interests for any reason. Current staff must follow all applicable rules for access to District sites or facilities.

h. Subject to any applicable laws and/or the terms and conditions of the agreement for pilot testing, the District will share the results of any pilot testing of technologies referred by Current to facilitate Current's Operational Performance & Technical Evaluation process.

i. Subject to any applicable laws and/or the terms and conditions of the agreement for pilot testing, all right, title and interest in and to the analytical data collected during pilot testing or demonstrations shall be owned by the District.

j. As a member of Current, the District may also refer water technologies or processes that it is interested in evaluating for Current's screening and assessment process. Those technologies and processes may also be considered for pilot testing or demonstration as described above.

### **3. PROCEDURE FOR COORDINATION AND COOPERATION FOR RESEARCH**

a. Current may refer research projects, proposals or other related activities identified by Current or the Current Research Consortium, which is made up of several universities and research institutions, as potentially beneficial to the District's mission or operations.

b. Current shall send the referrals of such research proposals to the Director of Monitoring and Research.

c. The District will evaluate research proposals referred by Current or the Current Research Consortium to determine whether it is in the District's best interests to pursue such research opportunities. The District has the sole discretion for determining whether it will participate in any research projects, proposals and other related activities associated with Current and the Current Research Consortium. When considering new research endeavors, to the extent possible, the District will prioritize the consideration of research projects, proposals and related activities referred by Current or the Current Research Consortium.

d. If the District agrees to pursue any research project, proposal or related activities, the participating educational institution may have the opportunity to enter into a Master Agreement with the District that sets forth the District's process for approving individual research projects with that university. Entering into a Master Agreement is subject to, and contingent upon compliance with, all applicable laws, ordinances, policies and procedures.

e. Subject to any applicable laws and/or the terms and conditions of the Master Agreement, the District will share the results of any research with Current.

f. To ensure coordination and to effectively leverage its and Current's capacity and capabilities, the District agrees to keep Current apprised of existing and prospective water-related research efforts, as practical.

g. Current intends to pursue research projects and partnerships with various universities and other educational or research institutions. The District may support and participate in those endeavors, including participating in projects, proposals and related activities of the Current Research Consortium through its membership in Current and in accordance with its standard policies and procedures. The District, at its sole discretion, may involve Current, as appropriate, in its internal research efforts as well as research efforts it pursues with universities and other education or research institutions.

### **4. EFFECT OF MOU**

a. The provisions set forth in this MOU are intended solely as guidance to improve the working relationship of the Parties in carrying out their respective responsibilities for their organizations. This MOU does not, and is not intended to, impose any legally binding requirements on either Party.

b. This MOU is to be construed in a manner consistent with all existing laws and regulations. This MOU neither expands, nor is in derogation of, those powers and authorities vested in the participating Parties by applicable laws, statutes, or regulations.

c. Nothing in this MOU, in and of itself, requires any Party to enter into any contract, grant, or interagency agreement. This Agreement does not limit or restrict the parties from participating in similar activities or arrangements with other entities. This MOU does not require any membership or affiliation with Current by a third party in order to participate in a pilot study or to bid on a District contract.

d. This Agreement does not itself authorize the expenditure or reimbursement of any funds. Nothing in this Agreement obligates the parties to expend appropriations or to award any contract.

## **5. MODIFICATION**

a. The provisions of this MOU may be reviewed and jointly modified, in writing, when it is determined by the District and Current that such modification is in the interest of their respective organizations.

## **6. EFFECTIVE DATE AND TERMINATION**

a. This MOU will take effect immediately once signed by both parties and shall remain in effect for three (3) years, unless otherwise terminated by the Parties. This MOU may be renewed by mutual agreement, subject to the approval of the District's Board of Commissioners.

b. This MOU may be terminated by either Party upon written notice to the other Party. This MOU constitutes the entire agreement between the District and Current with respect to the matters set forth herein.

## **7. REPRESENTATIVES**

a. The following individuals will represent the Parties as a primary contact for the overall coordination of this MOU:

For the District:  
Edward W. Podczerwinski  
Acting Director, Monitoring and Research  
100 E. Erie St.  
Chicago, IL 60611  
[edward.podczerwinski@mwr.org](mailto:edward.podczerwinski@mwr.org)  
(312) 751-5141

For Current:  
Steve Frenkel  
Executive Director  
20 West Kinzie Street  
Chicago, Illinois 60654  
[sfrenkel@currentwater.org](mailto:sfrenkel@currentwater.org)  
(312) 590-8888

**IN WITNESS WHEREOF**, the Metropolitan Water Reclamation District of Greater Chicago and Current Innovation, NFP, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers.

Metropolitan Water Reclamation District  
Of Greater Chicago

Current Innovation, NFP

By \_\_\_\_\_

\_\_\_\_\_

David St. Pierre  
Executive Director

Steve Frenkel  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman of Committee on Monitoring and Research Date

ATTEST:

\_\_\_\_\_  
Clerk Date

APPROVED AS TO TECHNICAL MATTERS:

\_\_\_\_\_  
Director of Monitoring and Research Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Head Assistant Attorney Date

\_\_\_\_\_  
Acting General Counsel Date