



MEMORANDUM OF UNDERSTANDING

1. Parties

This Memorandum of Understanding (MoU) is made between

the **National Institute of Urban Affairs (NIUA)**, registered office at First Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi, India, hereafter referred to as '**NIUA**'.

and

the **Darjeeling Welfare Society (DWS)**, The Mall, 4, Franklyn Prestage Road, Road, Darjeeling, West Bengal 734101, India, hereafter referred to as '**DWS**'

Collectively both organisations are hereafter referred to as '**the parties**'.

2. Term

The term of this MoU shall be **two years** from the date of signing or until such time that one of the Parties **withdraws** from the partnership by notifying the other Party in writing at least 2 months prior to withdrawing at least 1 month prior to expiration, the MoU term may be extended up to another **one year**, upon mutual written agreement and if there are no changes or updates in terms.

This Agreement may be amended only by **written consent** of the Parties hereto.

Subject to the Parties' policies and procedures with respect to the disclosure of information, the Parties can make this Agreement publicly available.

3. Purpose

The purpose of this MoU is to establish and promote a strategic and cooperative relationship between the DWS and NIUA, by identifying areas of convergence, establishing the benefits of working in partnership for both Parties and specifying areas of joint working.

Nothing in this MoU is intended to create a joint venture or any other binding contractual relationship between the Parties.

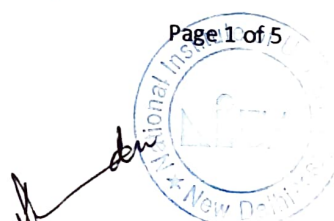
4. Relationship

The Parties recognise that there are areas of synergy between their respective organisational visions and purposes, namely:

- The Darjeeling Welfare Society (DWS), founded in May 2023 by Harsh Vardhan Shringla, former Foreign Secretary & Ambassador to the USA, envisions a future where every aspect of life in Darjeeling flourishes. Committed to holistic development, DWS strives to enhance healthcare access, improve sanitation infrastructure, and uplift communities out of poverty. Beyond immediate relief efforts, DWS aims to create sustainable solutions that address the underlying socio-economic challenges. By fostering education, vocational training, and entrepreneurship opportunities, DWS empowers individuals to build brighter futures for themselves and their families. With a focus on fostering collaboration and innovation, DWS seeks to be a catalyst for positive change, transforming Darjeeling into a thriving and resilient community where every person has the opportunity to thrive.
- NIUA takes pride in researching, creating knowledge and building a strong voice on growing subjects of concern in the urban sector. The institution plays a crucial role as

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a strong associate of the Ministry of Housing and Urban Affairs (MoHUA) and works closely with the state governments and city administration. As a hub for the generation and dissemination of cutting-edge research in the urban sector, NIUA seeks to provide innovative solutions to address the challenges of a fast-urbanising India and pave the way for more inclusive and sustainable cities of the future.

Shared goal: ***to promote sustainable, effective and efficient Solid Liquid Waste Management (SLWM) through research, innovation, knowledge development, and capacity building, ensuring a two-way exchange of knowledge and best practices under the forum "Parvat Manthan".***

Through this MoU, both Parties seek to connect their respective networks to achieve this shared goal, aiming at establishing change agendas on key themes for sustainable urbanisation and improved SLWM.

Both the parties will actively collaborate on the "Parvat Manthan" a forum conceptualised since July 2022.

5. Areas of Cooperation

The areas of cooperation aim to give added value to the Parties in reaching their respective goals. The following areas of cooperation provide a framework for establishing specific teams, objectives, tasks, and deliverables to be determined and agreed upon through joint programme development under the "Parvat Manthan" forum.

The focal areas for cooperation include:

- Calling administrative and technical cadre at Urban Local Bodies (ULB) level for trainings—this will include decision makers, commissioners/executive officers, engineers from ULBs, elected representatives, private sector, etc.
- The Parties shall jointly conduct workshops, seminars, and awareness drives to educate residents about the importance of waste management, segregation and recycling, Faecal Sludge and Septage Management and Used Water Management
- The Parties shall promote composting initiatives for organic waste, either through community composting bins or individual household composting systems.
- The Parties shall also focus on training various stakeholders in waste management related skills.
- Both Parties can work together to co-host events, virtually or in person.
- Participation in various activities by either of the parties.
- Assistance of DWS to NIUA in field based survey as per work plan.

The Parties shall also engage in monitoring and evaluation to gauge the effectiveness of initiatives stated above, gathering feedback from the community will be an integral part of the joint exercise.

5.1. Meetings and Seminars

Both Parties will keep each other fully informed about relevant technical meetings and seminars they will plan to organize, jointly. Conducive participation conditions will be set for the members of each Party to take part in these meetings.

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5.2. Publications and Reviews

Both parties will undertake the drafting and conceptualisation of policy briefs, technical documents, white papers etc. in line with the larger objectives such as sharing of identification of indigenous practices by DWS.

Intellectual Property

All Intellectual Property made, developed, conceived, first reduced to practise, fixed in any tangible medium of expression, or created independently by either Party, without any contribution from the other Party of any kind during the term of this Agreement, will be the sole and exclusive property of the developing Party, including the entire right, title and interest.

If a Work is jointly produced by the Parties, the copyright will be owned jointly by the Parties. In all cases of co-authorship, the Parties are hereby authorised to use the Work, without prior authorization from the other, for non-commercial purposes or public benefit. The names and logos of the Parties are trademarks; as such, they may not be used for any purpose without the prior express written permission of their owners.

Indemnity

Nothing herein shall be construed as creating joint or several liability between the parties. Any dispute that may arise will be resolved through friendly discussions between the representatives of the Parties.

5.3. Technical Assistance and Demonstrations

Both parties will undertake specific technical assistance and demonstration support for various themes regarding sustainable urbanisation.

5.4. Capacity Building

Both parties will undertake capacity-building activity – organising and conducting trainings etc. in line with the objectives of this collaboration.

6. Partnership Structure and Governance

Each Party will nominate one focal point to be the liaison point and ensure good communication between the two Parties. All Parties commit to having regular update meetings between the focal point representatives.

For facilitating the implementation of the working arrangements to be established by the Parties of this Agreement, the channel of communication for the Parties shall be:

a) For the Darjeeling Welfare Society, Darjeeling.

Dr. Preksha Shree Chhetri (preksha.chhetri@gmail.com), Senior Research Officer, Darjeeling Welfare Society.

b) For the NIUA

Dr. Mahreen Matto (mahreen@niua.org), Team Lead, SCBP, NIUA

Either Party hereto may, by notice in writing to the other Parties, designate additional representatives or substitute other representatives for those designated.



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7. Financial Arrangement

This Agreement does not imply any financial obligations between the Parties. Should a financial transaction – from either Party, or a third party - be required to meet agreed objectives, a separate agreement will be developed for that specific purpose.

The parties agree to equitably allocate and share resources leveraged from any joint additional funding exercises. The allocation must be drafted in writing and ratified as a separate agreement.

Expenses including travel and logistics etc for team members during focal areas of cooperation like workshops, seminars etc will be borne by respective parties.

8. Marketing and Promotion

Neither Party can issue public statements of any nature using the name or emblem of the other without the prior written approval of the other Party.

Both Parties will explore opportunities to reach out to their respective networks with messages promoting joint activities and activities organized by either party deemed appropriate for communication.

9. Intellectual Property

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The names and logos of the Parties are trademarks; as such, they may not be used for any purpose without the prior express written permission of their owners.

10. Indemnity

Nothing herein shall be construed as creating joint or several liability between the parties. Any dispute that may arise will be resolved through friendly discussions between the representatives of the Parties.

11. Amendments

This MoU may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this MoU will be settled by the Parties in keeping with the general objectives of the MoU and in a manner that is conducive to continued good relations.

12. Privileges and Immunities

No provision of this MoU will be construed so as to in any way interfere with the independent decision-making autonomy of the Parties, with regard to their respective mandate, activities and operations. This MoU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations and individuals.

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13. Dispute Settlement

Any dispute arising between the Parties in any way connected with this MoU or in regard to the interpretation of the context hereof shall be resolved through mutual consultations and negotiations between the Parties, failing which, the dispute shall be referred at the option of either party to the arbitration of any arbitrator mutually agreed upon. The place of arbitration shall be anywhere in India on mutual consent. The Arbitration shall be carried out in accordance to the provisions of Arbitration and Conciliation Act, 1996, as amended from time to time.

14. Agreement

This Memorandum of Understanding is authorised:

for and on behalf of DWS by:

for and on behalf of NIUA by:

D.C. Wangdi.
SECRETARY
DARJEELING WELFARE SOCIETY

Debolina Kundu



Name **DECHEN WANGDI**
Position **SECRETARY**
Date: **18-06-2024**

Name *Dr Debolina Kundu*
Position *Director, National Institute of Urban Affairs*
Date: *18/06/24*

IN WITNESS WHEREOF, the Parties hereto, each, acting through its duly authorized representative, has signed this Agreement in two (2) original counterparts on the dates indicated below.

DWS

NIUA

Riza Chhetri

Name: **RIZA CHHETRI**
Position: **PROJECT OFFICER**
Date: **18-06-2024**

Shantanu Kumar Padhi

Name: *Shantanu Kumar Padhi*
Position: *Senior programme Manager*
Date: *18/06/24*