

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

Environment and Public Health Organization (ENPHO), Thapagaon New Baneshwor, Kathmandu, Nepal, hereafter referred to as '**ENPHO**'

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

2. Term

The term of this MoU shall be **3 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.

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 ENPHO 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 recognize that there are areas of synergy between their respective organizational visions and purposes, namely:

ENPHO envisages in creating eco-societies by providing safely managed water and sanitation services through the development, demonstration and dissemination of environment-friendly technologies, techniques and approaches and promoting integrated approaches for safe water, sustainable sanitation including faecal sludge management, city-wide inclusive sanitation, hygienic behaviour for the protection of public health and the environment.

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 a strong associate of



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[Signature]



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-urbanizing India and pave the way for more inclusive and sustainable cities of the future.

Shared goal: ***to promote sustainable urbanization and effective and efficient WASH service delivery through research, innovation, knowledge development, and capacity building, ensuring a two-way exchange of knowledge and best practices.***

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 urbanization and improved WASH service delivery.

Convinced that cooperation and collaboration between the Parties would serve their common objectives of capacity enhancement and render their respective activities more effective and beneficial for the sector as a whole.

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.

The focal areas for cooperation include:

- a. Collaborate for the development of training modules and academic course/curricula along with related knowledge products;
- b. Support in coordination for networking with relevant stakeholders (academic institutions, networks and professionals) for resource sharing and dissemination of thus developed knowledge products;
- c. Offer and receive professional expertise to analyse/ review respective training modules and academic course/curricula to include perspectives of each other in urban sanitation;
- d. Engage, consult and collaborate with each other on any other mutually agreed and mutually beneficial technical advisory initiatives under the scope of this MOU;
- e. Collaborate for possible capacity-building events (orientation, training, workshops, exposure visits, exhibitions, knowledge-sharing events) that are in the best interest of parties.

The Parties cooperation and collaboration in the above areas and on activities agreed to between the parties shall be subjected to the respective internal objectives, functions, policies and procedures of the Parties. Each Party shall carry out its responsibilities and obligations under this MOU in accordance with its regulations and rules applicable to it.

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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.

5.2. Publications and Reviews

Both parties will undertake the drafting and conceptualization of capacity building and knowledge products including training modules and academic course/curricula along with the reviewing, proofread and providing feedback for better output.

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 – organizing and conducting trainings etc. in line with the objectives of this collaboration. As both parties are involved in capacity-building activities there will be partnership between both parties not limited to, specifically in;

- Design and develop training packages jointly
- Review, proofread and provide feedback on each other's packages.

Contextualize and roll out the training package developed and shared by either Party; Collaborate for possible capacity-building events (orientation, training, workshops, exposure visit, exhibition, knowledge sharing events) that are in the best interest of parties.

6. Partnership Structure and Governance

Each Party will nominate one focal point to be the liaison point and ensure good communication among the three 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 ENPHO

Mr. Rajendra Shrestha (rajendra.shrestha@enpho.org), Program Director, ENPHO

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.

Seetha Kundu



Shrestha

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.

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

All Intellectual Property made, developed, conceived, first reduced to practice, 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, 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 authorized 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.

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.

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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.


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 and in default of such mutual agreement to an arbitrator nominated by the NIUA. The place of arbitration shall be anywhere in India or Nepal on mutual consent. The Arbitration shall be carried out in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

14. Agreement

This Memorandum of Understanding is authorized:

for and on behalf of ENPHO by:



Bhawana Sharma
Executive Director

ENPHO

Date: 23 Feb 2024



for and on behalf of NIUA by:


Prof. Debolina Kundu
Director

NIUA

Date: 20/3/24




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


Rajendra Shrestha
Program Director

ENPHO

Date: 23 Feb 2024


Mahreen Matto
Team Lead

NIUA

Date: 20.3.2024

