



National Institute of Urban Affairs

ICIMOD

MEMORANDUM OF UNDERSTANDING

1. Parties

This Memorandum of Understanding (MoU) is made between the **National Institute of Urban Affairs (NIUA)**, a Premier national think tank of the Government of India (GoI), mandated to develop cutting-edge research in the urban sector, its dissemination through knowledge exchange and capacity development, and provide thought leadership for steering India's urban narrative. NIUA's registered office at First Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi, India, hereafter referred to as '**NIUA**'.

and

The International Centre for Integrated Mountain Development (ICIMOD) – an intergovernmental knowledge organization working across the eight regional member countries in Afghanistan, Bangladesh, Bhutan, China, India, Myanmar, Nepal, and Pakistan. Collectively both organisations are hereafter referred to as '**the Parties**'.

2. Term

The term of this MoU shall be **4 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 6 months prior to withdrawing.

This MoU 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 MoU publicly available.

3. Purpose

The purpose of this MoU is to establish and promote a strategic and cooperative relationship between ICIMOD 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 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:

- ICIMOD is a regional knowledge center with a focus on sustainable collective action and knowledge sharing to support transformative change for building resilience of mountain ecosystems and the livelihoods of its people in the face of adverse impacts of climate change, pollution, water insecurity, increased disaster risk, biodiversity loss, rapid urbanization, and widespread socioeconomic changes. ICIMOD seeks to be fit for the purpose and raise its ambitions to be more agile, efficient, responsive, inclusive, and transparent. ICIMOD further seeks to move from transactional to transformative partnerships that deliver results at scale through co-creating knowledge, proof of concept and pilot demonstrations that in turn helps in delivering systemic changes on the ground.

5. 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 Indian Ministry of Housing and Urban Affairs (MoHUA) and works closely



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with the state governments and city administrations. 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 urbanisation in the fragile hills and mountains with focus on urban planning, sustainable building materials, Water, Sanitation and Hygiene (WASH) service delivery and through research, education, innovation, knowledge development, and capacity building, ensuring a two-way exchange of knowledge and best practices in the Indian Himalayan Range and other Hindu Kush Himalaya countries. 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 human settlements, especially in small and medium towns in India and sharing the good practices and learnings to other HKH countries through capacity building and collaborating on the “*Parvat Manthan*”¹ a forum conceptualised since July 2022 which is one of the key focus areas of this undertaking.

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 and delivery. The major areas for cooperation include:

5.1. Action research and pilot demonstrations

Both parties will support each other to generate proof of concepts and innovations for sustainable human settlement development by undertaking joint action research and capitalize on specific technical assistance from both parties. Therefore, pilot field-based demonstrations related to sustainable buildings materials, urbanisation and WASH service delivery will be mutually considered in the context of Climate Change Sensitivity and Gender Inclusivity for agreement and collaboration.

5.2. Capacity Building

Both parties will undertake capacity-building activities– organising training, exchange visits, developing modules and guidelines etc. in line with the objectives of this collaboration. Both parties will ensure technology exchange and co-creating innovations, and transfer of knowledge and skills in mutual agreement across the HKH countries through south-south and north south learnings and exchange.

5.3. Exchange of knowledge and joint knowledge products

Both parties will share with each other the knowledge products (i.e., technical reports, articles, policy/issue briefs, video documentaries etc.) for cross learning and

¹ Parvat Manthan conceptualized by NIUA and BORDA Southasia aim is to build a collaborative, responsive and effective collective that provides a platform for Hill Cities to engage actively with each other and the central and state governments - to support in becoming inclusive, sustainable and resilient states in the area of urban water and sanitation



dissemination for wider audience. Both parties will actively participate in Hill Forum (Parvat Manthan) and can use the Logo of “Parvat Manthan” initiative in co-developed content, knowledge products and events in India related to urbanisation challenges, urban planning and holistic management of water and sanitation in hill and mountain states.

5.4. Publications and Reviews

Both parties will undertake the drafting and conceptualisation of policy briefs, technical documents, peer reviewed journals, blogs, newspaper articles etc. in line with the larger objectives.

5.5. Meetings and Seminars

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

5.6. Events

NIUA and ICIMOD can jointly organize virtual and in-person events (i.e., conference, sessions, launch of knowledge products, workshops and consultations) on the areas of their interest and focus. Each Party may officially participate in other’s events related to common areas of work such as human settlements, water and sanitation in urban areas.

5.7. Fund Raising

Both parties will undertake a joint exercise to leverage external and internal resources for furthering the objectives of this cooperation including activities such as proposal development, contract signing etc.

Considering the above-described areas of cooperation, a work plan will be co-developed every year, by the first quarter of the calendar year, describing activities to be performed to ensure the Parties’ shared goal is achieved.

6. Partnership Structure and Governance

Each Party will nominate one focal point to be the liaison point and ensure good communication among the two Parties. Both Parties commit to have 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:

<p>For the ICIMOD Dr. Erica Udas Intervention Manager Sustainable Human Settlement, ICIMOD Email: erica.udas@icimod.org Tel.: +977 1 5275222 (ext 723), 9849489490</p>	<p>For the NIUA Dr Mahreen Matto Team Lead, Sanitation Capacity Building Platform (SCBP), NIUA Email: mahreen@niua.org Tel.: (91 11) 24643284; +919868018045</p>
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Either Party hereto may, by notice in writing to the other Parties, designate additional representatives or substitute other representatives for those designated.

7. Financial Arrangement

This MoU 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 mutually share resources in 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, emblems or logos of the other without the prior written approval of the other Party and in accordance with each Parties' communication policies. 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. Public statements and publications by either Party regarding activities undertaken jointly under this MoU shall expressly acknowledge this collaboration. Neither Party will make any commitments or take any positions on behalf of the other without specific written consent.

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.

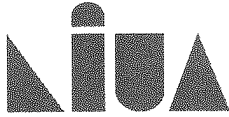
If an assignment/project is jointly produced by the Parties, the copyright will be owned jointly by the Parties. In all cases of co-authorship, the Parties are hereby authorized to use the learnings of the project, without prior authorization from the other, for non-commercial purposes or public benefit. The names and logos of the Parties are trademarks; as such, they may not be used for any purpose without 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 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 regarding the interpretation of the context hereof shall be resolved through mutual consultations and negotiations between the Parties. First attempts at resolution shall be made by the focal points. Subsequent attempts shall be made by executive representatives of the Parties. This MoU may be terminated by either of the Parties by giving three months prior written notice to the other Party with assigning any reasons for termination, provided that such termination shall not affect any Supplemental Agreement that may still be in effect at that time between the Parties.

14. Agreement

This Memorandum of Understanding is authorised:

for and on behalf of ICIMOD by:

Dr. Pema Gyamtsho
Director General, ICIMOD
Date: 02.11.2023

for and on behalf of NIUA by:

Hitesh Vaidya
NIUA Director
Date: