

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

Bremen Overseas Research and Development Association (BORDA) - Liaison Office, hereinafter referred to as 'BORDA - LO', is an NGO, located at Tarana GoodEarth Malhar, #7, 1st Floor, Kambipura, Kengeri, Bengaluru - 560060 Karnataka India, hereafter referred to as '**BORDA-LO**'.

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

2. Term

The term of this MoU shall be **2 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 **1 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 BORDA-LO 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:

- BORDA is a technical NGO specialized in full-cycle decentralized sanitation, operating in 5 continents. BORDA's works specializes in low-cost urban water and sanitation solutions. In India it has worked extensively with multiple state governments and other technical authorities in the field of water and sanitation. In India its work is focussed on improving WASH service delivery specifically in small and medium towns.
- 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 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 urbanisation and effective and efficient WASH service delivery through research, education, 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 urbanisation and improved WASH service delivery, especially in small and medium towns in India.

BORDA-LO and NIUA have been actively collaborating on the “Parvat Manthan” a forum conceptualised since July 2022 and that will be 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. The focal areas for cooperation include:

5.1. Events

Each Party can seek the other Party’s assistance for the organization of its congresses, conferences, workshops and other activities including:

- Proposing topics and technical sessions speakers
- Exchange and sharing of mutually developed publications
- Disseminating promotional documents and Information
- Both the parties will use the Logo of “Parvat Manthan” in mutually developed content and/or activities/events.
- Any other activity relevant to the programmes goals and objectives

Each Party may be officially represented at the other’s events by its President, and/or the Head of its permanent Secretariat, and/or their representative.

Both Parties can work together to co-host events, virtually or in person, in South Asia and other locations.

5.2. 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.

5.3. 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.

5.4. 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.

5.5. Technical Assistance and Demonstrations

Both parties will undertake specific technical assistance and demonstration support for various themes regarding sustainable urbanisation. Climate Change Sensitivity and Gender Inclusivity will be key aspects of this collaboration.

5.6. Capacity Building

Both parties will undertake capacity-building activity – organising training, developing modules and outlines etc. in line with the objectives of this collaboration.

Considering the above-described areas of cooperation, a work plan will be developed every year, by the first quarter of the calendar year, describing activities to be performed to ensure the Parties' shared goal is achieved. This work plan should be ratified by BORDA-LO's Director-Programs and NIUA's (Team Lead in agreement with Director, NIUA)

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 BORDA-LO

Snehit Prakash (snehit.prakash@borda-sa.org), Director- Programs, BORDA-LO

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.

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.

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 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:

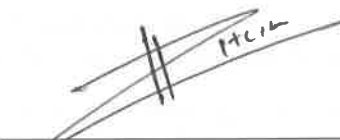
for and on behalf of BORDA-LO by:



Stanzin Tsephel, BORDA LO
Regional Director - BORDA South Asia
Date: 25 July 2023



for and on behalf of NIUA by:



Hitesh Vaidya
NIUA Director
Date:

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

BORDA-LO



Name: Snehit Prakash

Position: Director – Operations

Date: 25 July 2023

NIUA



Name: MAHREEN MATTO

Position: TEAM LEAD

Date:

