

Tripartite Agreement

Amongst

Municipal Corporation Faridabad

And

**Manav Rachna International Institute of
Research and Studies (Former MRIU)**

And

National Institute of Urban Affairs

For

Setting up WASH Lab in Faridabad

Supported by



Implemented by



**Project: Innovation Hub for Urban Water, Sanitation and
Hygiene**

Date: 03.05.2018





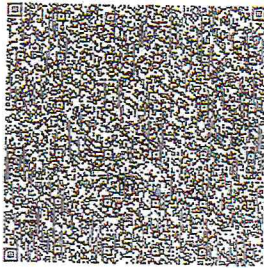
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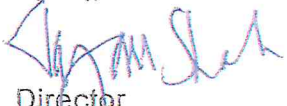


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This Tripartite Agreement ("Agreement") is executed on 02.05.2018 at Faridabad.

Amongst

Municipal Corporation Faridabad, the government body responsible to provide essential services including water and sanitation to the citizens of Faridabad city, having its office located near B.K. Chowk, Faridabad, Haryana, India, through its duly authorized representative Mr. Mohammed Shayin (hereinafter referred to as "MCF", which expression shall include, unless repugnant to the context, its executors, successors, assignees and administrators of the first part),


Director
National Institute of Urban Affairs
1st & 2nd Floor, Core 4 - B,
India Habitat Centre, Lodhi Road,
New Delhi - 110003

Statutory Alert:

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AND

Manav Rachna International Institute of Research and Studies, a renowned academic institute in Faridabad, having its registered office at MREI Aravalli Campus, Sector-43, Delhi-Surajkund Road, Faridabad-121004, Haryana, India, through its authorized representative Dr. N C Wadhwa, Vice Chancellor, (hereinafter refer to as "MRIIRS", which expression shall include, unless repugnant to the context, its executors, successors, assignees and administrators of the second part),

AND

National Institute of Urban Affairs, a premier research institute under the administrative control of Ministry of Housing and Urban Affairs ("MoHUA"), Government of India ("GoI"), having its office located at Core 4B 1st& 2nd Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003, India, through its duly authorized representative Mr. Jagan Shah (hereinafter referred to as "NIUA", which expression shall include, unless repugnant to the context, its executors, successors, assignees and administrators of the third part).

MCF, MRIIRS and NIUA are hereinafter also referred individually as a "Party" and collectively as "Parties".

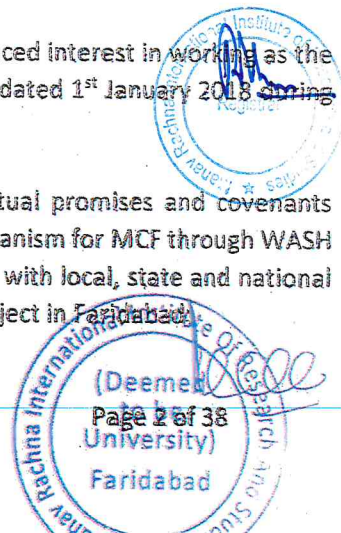
WHEREAS

- 1) NIUA, being the premier institute, has been supporting the International Donor Agencies and Government of India in policy formulation for and implementation of urban development projects such as, Swachh Bharat Mission, Smart City Mission, Heritage City Development and Augmentation Yojana (HRIDAY), Atal Mission for Rejuvenation and Urban Transformation (AMRUT), etc.
- 2) NIUA has signed an Agreement with the United States Agency for International Development (hereinafter referred to as "USAID"), and is responsible for the execution of the Agreement, along with its partners Taru Leading Edge, IRC and Ennovent (together "Co-partners"), to establish and operate 'Innovation Hub for Urban Water, Sanitation and Hygiene Solutions in India' (hereinafter called "IHUWASH Project" or "Project"). The primary goal of the Project is to improve urban Water, Sanitation and Hygiene (WASH) sector performance through incubation and acceleration of innovative solutions, technologies, programs and service delivery models; and piloting the same in the Project Geography. The Project will ultimately develop a sustainable WASH model that can be scaled up and replicated in a large number of cities.
- 3) MCF, which manages the Faridabad city, is looking for innovative urban WASH solutions in Faridabad city. In this regard, NIUA and MCF have agreed that for piloting the project in Haryana, Faridabad city can be taken as Project Geography as a part of the IHUWASH project, which is documented in a MoU between NIUA and MCF, signed on 31st March 2017.
- 4) To source, incubate, test, implement and manage innovative WASH solutions and to build an ecosystem for WASH innovations in Faridabad, there is a need to develop an institutional support mechanism for MCF through a local academic institution called WASH Innovation Lab.
- 5) MRIIRS, which is one of the leading engineering institutes in Faridabad, has evinced interest in working as the WASH Innovation Lab for the city of Faridabad, through its proposals, finalized dated 1st January 2018 during the Agreement Tenure.

NOW THEREFORE, MCF, MRIIRS and NIUA together, in consideration of the mutual promises and covenants contained hereunder, have agreed that for developing an institutional support mechanism for MCF through WASH Innovation Lab under IHUWASH project, MCF, MRIIRS and NIUA can work together with local, state and national government bodies, to undertake the following project activities as a part of the project in Faridabad.

Director
National Institute of Urban Affairs
WASH Innovation Lab under IHUWASH Project
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New Delhi - 110003

Commissioner
Municipal Corporation
Faridabad



“WASH Innovation Lab” means a local academic institute identified under IHUWASH Project, to fulfill the objectives of setting up WASH Innovation Lab as per [Article 2.1](#) and execute the Scope of Work as per [Article 2.2](#), before Agreement End Date.

1.2. Other References

In this Agreement:

“AMRUT” means Atal Mission for Rejuvenation and Urban Transformation

“CSP” means City Sanitation Plan

“CSR” means Corporate Social Responsibility

“EMMP” means Environment Mitigation and Monitoring Plan

“FAA” means Fixed Amount Award

“GoI” means Government of India

“GoH” means Government of Haryana

“ICT” means Information & Communication Technologies

“IEE” means Initial Environmental Examination

“M&E” means Monitoring and Evaluation

“MCF” means Municipal Corporation Faridabad

“MEL” means Monitoring, Evaluation and Learning

“MoU/ MOU” means Memorandum of Understanding

“NGO” means Non-Governmental Organization

“MRIIRS” means Manav Rachna International Institute of Research and Studies, Faridabad

“NIUA” means National Institute of Urban Affairs

“ODF” means Open Defecation Free

“SBM” means Swachh Bharat Mission

“SDG” means Sustainable Development Goals

“TBD” means to be decided

“ToR (s)/TOR (s)” means Terms of Reference

“ULB” means Urban Local Body

“USAID” means United States Agency for International Development

“USG” means United States Government Assistance

“WASH” means Water Sanitation and Hygiene

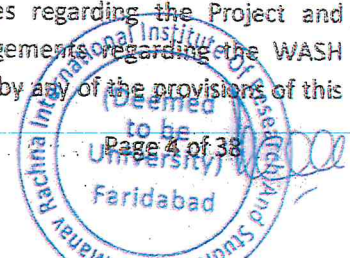
1.3. Interpretations

This Agreement constitutes the entire understanding between the Parties regarding the Project and supersedes all previous written and/or oral representations and/or arrangements regarding the WASH Innovation Lab in the Project. If there is any aspect of the Project not covered by any of the provisions of this

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- c) *Conduct training, workshops, capacity building programs*: conducting training programs to enhance capacity of government officials in implementing WASH Innovations in urban areas and thereby achieving goals of SBM, AMRUT and SCM more effectively, as specified in [Appendix I](#);
- d) *Action Research*: carrying out evidenced based research to improve designs of WASH infrastructure and systems for performance monitoring of WASH operations using GIS as a tool as specified in [Appendix I](#);
- e) *Create partnership with private entities and industries*: collaborating with private sector, subject to the provisions of [Article 7.8](#), to ensure sustainability of WASH innovation Lab beyond the Agreement Tenure.

Provided, the above Scope of Work confines only to activities relating urban water, sanitation (liquid wastewater) and hygiene sector. Any other support by WASH Innovation Lab to MCF, in the field of solid waste management, biogas, waste to energy, etc., which may be mutually agreed between MCF and MRIIRS, shall be outside the ambit of this Agreement.

3. Article 3: Parties Obligation

3.1. MRIIRS's Obligation

In addition to any of its other obligations under this Agreement, MRIIRS shall, during the Agreement Tenure, work towards achieving the objectives as stated in [Article 2.1](#) of this Agreement, by executing the Scope of Work as stated in [Article 2.2](#) of this Agreement. MRIIRS's obligations under this Article shall include but shall not be limited to the following:

- a) Delivery of outputs and outcomes as defined in [Appendix I](#) and [Appendix II](#) of this Agreement;
- b) Quarterly submission of Utilization Certificate as per the terms of this Agreement to NIUA;
- c) Periodically (including quarterly progress report) share the information related to the outputs and outcomes as defined in [Appendix I](#) and [Appendix II](#) of this Agreement for knowledge dissemination by NIUA and/or USAID, especially those related to the USAID monitoring, evaluation & learning (MEL) requirements;
- d) Maintain records and retain documents of all the WASH Innovation Lab related activities till the end of one year from the Agreement End Date;
- e) Ensure USAID Compliances and assist NIUA in conducting audit relating to USAID funds utilized under this Agreement, or any other audit, as may be required to ensure USAID Compliances;
- f) Ensure duly approved by USAID marking on the visiting card of USAID WASH Chair;
- g) Any other tasks, as may be mutually agreed between the Parties, pursuant to the terms of this Agreement.

3.2. MCF's Obligations

In addition to any of its other obligations under this Agreement, MCF shall, during the Agreement Tenure, work towards achieving the objectives as stated in [Article 2.1](#) of this Agreement, by assisting MRIIRS in executing the Scope of Work as stated in [Article 2.2](#) of this Agreement. MCF's obligations under this Article shall include but shall not be limited to the following:

- a) Provide on a best effort basis, access to site, permissions, relevant information and records, for such duration, as may be sought by MRIIRS for pilot-testing innovations or to execute any other tasks specified in Scope of Work;
- b) Extend necessary support to MRIIRS in convening WASH stakeholders' meet at the city and state level. MCF's support will be limited to providing space for convening such meet, sending invitations and leading the dialogues during the meet to help decide conclusive tasks for different stakeholders;
- c) Feedback to the deliverables submitted by MRIIRS pursuant to this Agreement and timely share its suggestions and approvals;
- d) Share information/invite representative of WASH Innovation Lab on any WASH relevant events organized by MCF;
- e) Own and jointly execute with NIUA, the WASH Innovation Lab Monitoring and Handing Over process as mentioned in [Article 5](#);

5. Article 5: WASH Innovation Lab Monitoring and Handing Over

5.1. Review of Tasks and Deliverables

In addition to the Communication Process specified in [Appendix I](#), on completion of every task or deliverable as specified in [Appendix II](#), MRIIRS shall inform or submit the draft deliverable, as the case may be, to NIUA and MCF to seek their comments / suggestions thereupon, if any. NIUA and MCF shall within 15 days of such communication or receipt of the draft deliverable, as the case may be, will share their comments / suggestions with MRIIRS. MRIIRS shall endeavor to incorporate the comments/suggestions shared as per terms of this Article and submit the final deliverable within 15 days of receipt of such comments/ suggestions. Since review and improvement is an iterative process, such final deliverables shall be deemed to be approved if no comments/suggestions are received by MRIIRS for 30 days from submission of such final deliverables. However, NIUA and MCF may also explicitly approve the deliverables.

Although Parties shall, on a best effort basis, review the tasks and deliverables and share their comments / suggestions in a timely manner, non-sharing of such comments/suggestions will not in any way relieve MRIIRS from its obligations with respect to quality of the tasks or deliverables under this Agreement.

Provided, NIUA and MCF may approve deliverables or activities in terms of their quality, pending their approval subject to committed quantity ("Partial Approval") as specified in [Appendix II](#). However, any such Partial Approval shall be deemed to be reduction in the remaining Scope of Work (i.e. remaining quantity) and reasons thereof shall be duly documented by NIUA.

Provided further, NIUA and MCF may, in case there is a delay of more than 30 days from the due date of any deliverable as specified in [Appendix II](#), remove such deliverable from the Scope of Work. Any such removal, shall be deemed to be reduction in the Scope of Work (i.e. removed deliverable) and reasons thereof shall be duly documented by NIUA.

However, before any reduction in Scope of Work as specified in the provisos above, MRIIRS shall be given due opportunity to present the reasons in writing that why the Scope of Work shall be or shall not be, as the case may be, reduced.

5.2. Annual Review

Within 15 days from the 1st Anniversary of the Agreement, Parties shall jointly review the progress of the Scope of Work and respective activities, and as per mutual agreement of all the Parties they may modify, amend, enhance or reduce the Scope of Work.

Provided, any such modification, amendment, enhancement or reduction has been agreed upon by all the Parties in writing and commensurate adjustments have been made to the amount payable to MRIIRS, as specified in [Appendix II](#) of this Agreement, subject to the terms of [Article 4.2](#).

5.3. Handing Over

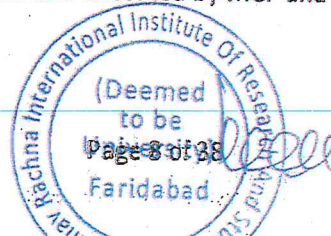
90 days before the second Anniversary of this Agreement, NIUA shall initiate the Handing Over. Such Handing Over will include:

- Review the progress of the Scope of Work and respective activities by the Parties;
- Cross-sharing of all the WASH Innovation Lab related knowledge/documents by MRIIRS with NIUA;
- Cross-sharing of all the WASH Innovation Lab related process learning by NIUA with MCF;
- Settlement of all the payments due to MRIIRS under this Agreement by NIUA;
- Preparation of a financially sustainable action plan for the WASH Innovation Lab, for 3 years starting from the day immediately after the Handing Over Date, by the Parties to be agreed and executed by MCF and MRIIRS;



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Commissioner
Municipal Corporation
Faridabad



- b) major natural calamity or epidemic;
- c) early determination of this Agreement by MCF for reasons of national emergency, national security or the public interest;
- d) withdrawal of support by USAID to the IHUWASH Project.

6.3. Termination

Parties are entitled to Terminate the Agreement in the following circumstances:

- a) All Parties entitled to mutually Terminate the Agreement,
 - i. on occurrence of Force Majeure Event;
 - ii. on 2nd Anniversary of the Agreement;
- b) In addition to above, individually Parties are entitled to Terminate the Agreement in case of other Party's Event of Default.

6.4. Procedure and Compensation

In case of Event of Default or Force Majeure Event, the aggrieved Party(ies), or in case of Parties exercising their Termination rights, the Party exercising such right, shall give 30 days' notice to other Party(ies). Within 30 days of receipt of such notice, Parties shall meet and decide the future course of action and document the same in writing. In case course of action relates to remedying default by a Party, the Party in default shall be given a time, as agreed between the Parties, to correct the default. In case course of action relates to Termination of Agreement, Parties shall determine the timeframe within which Agreement shall be terminated and shall be entitled to compensation mentioned below:

- a) In case such Termination is caused by MRIIRS's Event of Default, no compensation shall be paid to MRIIRS. In any other case, MRIIRS, subject to availability of USAID funds, shall be reimbursed actual cost incurred by it, for the activities specified under this Agreement, till the receipt of notice under [Article 6.4](#);
- b) NIUA and MCF shall not be entitled to any compensation in the event of Termination. However, they will be entitled to take over all the information, documents, data (hard or soft), material, etc. relating to the activities of WASH Innovation Lab.

Provided, until the conclusion of future course of action, within the time specified in this Article, Parties shall continue to fulfill their respective obligations in the normal course.

7. Article 7: Other Terms

7.1. Change in Law

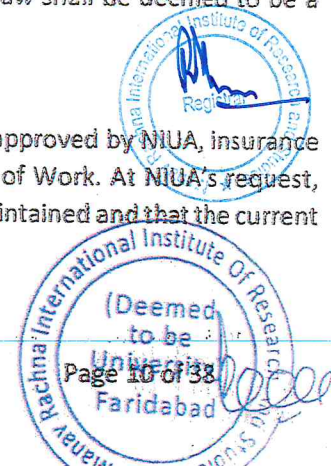
In the event of change in law, the MRIIRS may propose to MCF modifications to the relevant terms of this Agreement, which are reasonable and intended to mitigate the effect of the change in law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes in the terms of this Agreement including extension of the Agreement Tenure, so as to place MRIIRS in substantially the same legal and financial position as it were prior to such change in law. Provided however, that if the resultant effect is such that this Agreement is frustrated or is rendered illegal or impossible of performance, the change in law shall be deemed to be a Force Majeure Event, whereupon the provisions with respect thereto shall apply.

7.2. Insurance

MRIIRS shall procure and maintain, at its own cost, but on terms and conditions approved by NIUA, insurance against the risks and for the coverage as may be required to perform the Scope of Work. At NIUA's request, MRIIRS shall provide evidence showing that such insurance has been procured, maintained and that the current premiums have been paid.

Director
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Habitat Centre, Lodhi Road,
New Delhi - 110003

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Municipal Corporation
Faridabad.



made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

7.8. Conflict of Interest

Parties agree that during the Agreement Term, not to accept work or enter into a contract or accept an obligation, inconsistent or incompatible with the objectives of WASH Innovation Lab or the Scope of Work under this Agreement. Parties warrant that to the best of their knowledge, there is no other existing contract or duty, which they are obligated to perform and is inconsistent with this Agreement. Parties further agree to disclose immediately to other Parties, any such Conflict of Interest, as and when it arises during the Agreement Term. For the purpose of this Article, Parties shall be deemed to have Conflict of Interest if they are found promoting any specific WASH technology or Person for a consideration, financial or non-financial, as a part of any agreement other than this Agreement.

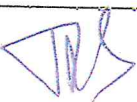
7.9. Waiver

No waiver of any term or condition or of the breach thereof by any Party shall be valid unless expressed in writing and signed by such Party and communicated by such Party to the other Party in accordance with the provisions of Article 7.7 of this Agreement. A waiver by any Party of any term or condition or breach thereof in a given case shall not be deemed or construed as a general waiver of such term or condition or the breach in the future or waiver of any other terms or conditions or breach of this Agreement.



7.10. Amendments & Modifications

No amendments, modifications or alterations of or any additions to the terms and conditions of this Agreement shall be valid unless the same be in writing and agreed to by the Parties. In case MRIIRS and MCF enters into any separate arrangement for any work in addition to the Scope of Work defined in this Agreement, terms of such arrangement, financial or non-financial, will not be linked to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement on the dates indicated next to their signatures below:


 Director
 National Institute of Urban Affairs
 1st & 2nd Floor, Core 4 - B,
 India Habitat Centre, Lodhi Road,
 New Delhi, India
SIGNED, SEALED AND DELIVERED
 By the within named NIUA,
 through
 Its authorized representative
 Mr. Jagan Shah,
 its Director


In the presence of Witnesses:

1. 
2. 

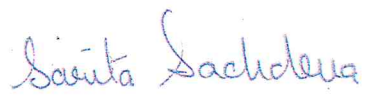
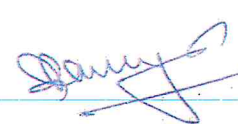

 Commissioner
 Municipal Corporation
 Andhera West
 Mumbai
SIGNED, SEALED AND DELIVERED
 By the within named MCF,
 through its authorized
 representative
 Mr. Mohammed Shayin,
 its Commissioner

In the presence of Witnesses:

1. 
 2. 
- 


 (Deemed to be University)
SIGNED, SEALED AND DELIVERED
 By the within named MRIIRS,
 through its authorized
 representative
 Dr. N C Wadhwa,
 its Vice Chancellor,

In the presence of Witnesses:

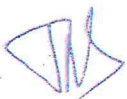
1. 
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Tripartite Agreement amongst MCF, MRIIRS and NIUA

- MRIIRS will organize at least one meeting every six months, starting from Agreement Start Date, to share progress of the work with key stakeholders;
- Before organizing any event (training / workshop), MCF and NIUA shall be informed at least 15 days in advance. MRIIRS shall seek necessary approvals, as required, from MCF for conducting any program under this agreement;

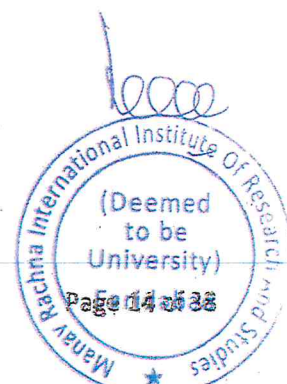
Fund Mobilization for Financially Sustainable Action Plan

- As specified in Article 5.3, MRIIRS would attempt to leverage funds from corporates, industries association, chambers of commerce under Corporate Social Responsibility (CSR) programs to sustain WASH Innovation Lab for improving urban WASH service delivery in Faridabad city.



Director
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WASH Innovation Lab under IHUWASH Project



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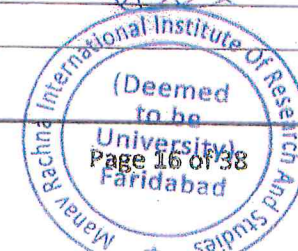


Tripartite Agreement amongst MCF, MRIIRS and NIUA

4	Meetings	Post 1st Assessment workshop - support two follow up meetings of private sector; Defining role of private sector in a city wash alliance?	MoM two meetings	Within 6 months of Agreement dates	1,00,000
5	Workshop-2	2 nd workshop –focus- Engaging Academia + Civil Society as solution providers;	Workshop Report	Within 9 months from Agreement Date	50,000
6	Workshop-3	3 rd Workshop –focus - Road map for city (with private sector, Academia and Civil Society).	Workshop Report	Within 9 months from Agreement Date	50,000
7	Action Research - Scale of Economy of Private Faecal Sludge Management (FSM) market in Faridabad	(A) Mapping of Pvt. Operators in city – Total no. area wise; (B) Dialogue with groups– 5 no. in various parts of city as per places; map challenges; potential solutions	Two reports for this research	Within 12 months from Agreement Date	1,50,000
8	Meetings	Post 2 nd Assessment workshop - support two follow up meeting of Academia and Civil Society; Defining role of Academia, Civil Society in a city wash alliance?	Workshop Report	Within 12 months from Agreement Date	75,000
YEAR - 2					


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 Faridabad.



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1 4	Exposure visit to high performance cities of AMRUT, Smart cities, SBM programmes – to see city, private sector, ULB real experiences in WASH innovations	NGO, City Rep, Business Rep, State Rep, HUB Rep, Incubation Centre Rep – Visit report + plan to replicate at least one lessons learnt in Faridabad)	Exposure visit report	Within 24 months from Agreement date	2,50,000
1 5	Contingency cost	Printing, stationary etc.			90,000
TOTAL PROJECT COST (INR)					23,20,000

1. Payment against the Milestone with respect to Trainings and Workshops covers all the expenditure relating to travel, logistics, resource persons, training material, etc. No extra payment shall be made against indicated components.
2. Contingency cost will be reimbursed up on the submission of actual bills.



[Signature]

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[Signature]
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