

Memorandum of Understanding (MoU)

between

Bijnor Nagar Palika Parishad

and

Centre for Science and Environment

This **Memorandum of Understanding (MoU)** sets out terms and understanding between **Bijnor Nagar Palika Parishad**, located at Bijnor Nagar Palika Parishad, Near Head Post Office, Bijnor Uttar Pradesh - 246701 (hereinafter referred to as "BNPP"), legally represented by its Executive Officer;

and

Centre for Science and Environment, located at 41, Tughlakabad Institutional Area, New Delhi, 110062 (hereinafter referred to as "CSE"), legally represented by its Director General.

Both the institutions jointly referred to as the "Parties".

BACKGROUND

BNPP is the local body for governance and provides basic requirements to the citizens of Bijnor. BNPP looks after provision of basic infrastructure to its citizens apart from providing better sanitation and hygiene in the city.

CSE is an independent public interest research and advocacy organization based in New Delhi, India. CSE works on sustainable urbanization, water and sanitation, public health and river pollution abatement, low carbon development, natural resource management and livelihood security to make growth sustainable and inclusive.

CSE has agreed to co-operate with BNPP and to provide support for the city to implement City-wide Sanitation Plans and effective Faecal Sludge and Septage Management.

ARTICLE 1: SPECIFIC PURPOSE OF THE MoU

BNPP and CSE are entering into MoU to support BNPP's plans and implement reforms for achieving effective septage management and city-wide sanitation by facilitating the convergence of various national and state policies, plans, programmes and project implementation showcasing improvements across the urban sanitation value chain – containment, emptying, transport, treatment and reuse/recycle, together with river pollution abatement.

1.1. Cooperation at the city level to include:

- CSE shall set-up a Technical Support Unit (TSU) in the city or at their Delhi office to provide close handholding support in the implementation of action plans / strategies with focus on effective Faecal Sludge and Septage Management (FSSM), as listed in the model CSP endorsed by the City Sanitation Task Force (CSTF).
- BNPP shall set-up a FSSM cell within Nagar Palika, which will be responsible to implement action plans including- notifying city level FSSM guidelines, enforcing Building Bye-laws for any new construction, enforce Manual Scavenging Act, regularisation (licensing) of dislodges, passing Municipal Bye-laws on FSSM, implementing scheduled desludging at pilot scale, implementing and monitoring of co-treatment of faecal sludge at STP and/or dedicated faecal sludge treatment plant, implementing and monitoring of model decentralised wastewater management

projects including small bore sewerage systems and other aspects mutually agreed by both the parties.

- CSE will help build capacities and sensitize ULB officials, elected representatives as well as other stakeholders, including masons, plumbers, de-sludgers, consultants, NGOs etc., on improved planning, designing and implementation of CSP sanitation strategies. This includes exposure visits to explore good management practices.
- CSE will enable city authorities in the use of GIS-based tools to strengthen monitoring, including mapping of excreta / faecal flow (pre- and post-interventions).
- CSE will help in developing appropriate IT tools such as App / Website with GPS, to support on-call sanitation services, including emptying and waste disposal for effective citywide FSM.

1.2. BNPP and CSE staff cooperation

CSE shall provide technical support to FSM cell, with the objective to improve the existing framework of FSSM. This staff cooperation shall help in institutional strengthening of BNPP in FSSM and other relevant aspects of City Sanitation Plan implementation.

1.3. Need based research and knowledge dissemination

Based on mutual need, both the parties shall explore additional ways of collaborating to help strengthen the research capacities of staff. Activities include, among other, joint research, workshops, seminar and conferences, among other potential areas of cooperation in the field of compliance and enforcement. The details of such arrangement shall be negotiated at the appropriate time on a case-to-case basis and be governed by the relevant approval process.

ARTICLE 2: RESPONSIBILITIES OF BOTH PARTIES

Parties acknowledge the mutual alignment of their institutional vision, mission and values. Both Parties commit themselves to the objectives of this engagement that pertain improvement in urban sanitation – city wide sanitation and effective Faecal Sludge and Septage Management including decentralized wastewater treatment for sustainable water management and Ganga river pollution abatement. To this end, the Parties commit to the following:

2.1. Information Sharing

BNPP shall provide access to various relevant data, facilitate access to relevant data from various other state / district level agencies and requisite support to CSE that may be required to undertake various activities pertaining to the objectives of the engagement as laid down in Article 1. In turn, CSE will provide knowledge support and technical advisory including tailor made capacity development program to support BNPP efforts in achieving these objectives.

BNPP shall facilitate organizing meetings with and participation of various stakeholders necessary for the implementation of the objectives of this engagement.

2.2. Nodal person

Both Parties shall assign a designated nodal person(s), who will co-ordinate and interact closely to achieve the objectives of this co-operation. Nodal officers of both Parties will meet every quarter to review, plan and discuss any changes that may be required to achieve aim and objectives of this engagement.

ARTICLE 3: FINANCIAL SUPPORT

CSE will not seek any form of monetary compensation for its engagements with BNPP. This co-operation forms part of CSE's broader programme on sustainable water and sanitation, for which resources / funds have been raised from accredited donors.

ARTICLE 4: LANGUAGE

All written correspondence and activities relating to the project shall be transacted in English

ARTICLE 5: ACCOUNTABILITY AND COMPLIANCE WITH THE LAW OF THE LAND

The said engagement of CSE with BNPP shall be carried out in line with relevant policies and laws of the State and Government of India, shall comply with the institutional guidelines of both Parties.

ARTICLE 6: CONFIDENTIAL INFORMATION AND COPYRIGHT

- 6.1. Neither Party shall disclose confidential information of the other Party to any other person of third party or use such confidential information for its own purpose at any times without the written consent of the other party.
- 6.2. Any idea, innovation, training materials, management processes or documentation arising out of this collaboration shall be the intellectual property of both Parties. Parties may however, use intellectual materials, but with appropriate acknowledgement to the contributions made by either Party.

ARTICLE 7: FORCE MAJEURE

Neither Party shall be liable for any failure to perform its obligation which are here defined as Force Majeure.

ARTICLE 8: TERM, TERMINATION, AMENDMENTS

This MoU shall take effect on the day it is signed by both Parties, and shall remain valid for an initial period of three years, or until such time it is terminated by either Party by giving a written notice of 30 days to the other Party.

In case of termination of this MoU, the Parties will make efforts to ensure that the implementation of on-going projects and programmes shall not be affected by the termination and shall be brought to completion. The MoU may be amended with the mutual written consent of both Parties.

ARTICLE 9: DISPUTE SETTLEMENT

Any dispute regarding the interpretation or application of this MoU will be resolved through mutual consultations between the Parties and based on the principle of mutual understanding and respect.

ARTICLE 10: COMMUNICATION AND REPORTING

All correspondence in connection with this MoU must be addressed to the following:

Executive Officer, Bijnor Nagar Palika Parishad Bijnor- 246701, Uttar Pradesh Tel. :01342-260073	Director General Centre for Science and Environment 41, Tuglakabad Institutional Area New Delhi 110062 Tel. 011-29955124, 29956110
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IN WITNESS WHEREOF, the foregoing represents the understanding reached between the Parties on the matter as referred to in the MoU and does not create any legally binding obligations upon Parties, and the duly authorized representatives of the Parties affix their signatures below.

Signed on this 13th day of Feb, 2019 for and behalf of:

Bijnor Nagar Palika Parishad	Centre for Science and Environment
Signature _____ Date - 13-02-19	Signature _____ Date 15.02.19
Chairperson <i>R. Khosla</i> अध्यक्ष नगर पालिका परिषद बिजनौर	Director General <i>SUNITA NARAIN</i>
Signature _____ Date - 13-02-19	Witness <i>[Signature]</i> 15-02-19
<i>[Signature]</i> Executive Officer अधिकाारी नगर पालिका परिषद बिजनौर	<i>T T Sureshwaran</i> Asst. General Manager Board & Funding
Witness <i>[Signature]</i> बिजनौर	