

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS OFFICE FOR PROJECT SERVICES (UNOPS)
ON BEHALF OF THE
WATER SUPPLY AND SANITATION COLLABORATIVE COUNCIL (WSSCC)
AND
FINISH SOCIETY**

This Memorandum of Understanding ("MOU") is entered into between the United Nations Office for Project Services (hereinafter referred to as "UNOPS") on behalf of the Water Supply Sanitation Collaborative Council ("WSSCC"), and throughout the MoU, collectively referred to as (UNOPS/WSSCC), and FINISH Society (entity registered in India). UNOPS/WSSCC and FINISH Society are hereinafter collectively referred to as the "Parties".

WHEREAS, UNOPS is a subsidiary organ established by UN General Assembly decision 48/50 I of 19 September 1994 as a central resource for the UN system in procurement, contracts management and other capacity development activities, as well as its value in providing efficient, cost-effective services to partners in its specialized areas;

WHEREAS, WSSCC is a global multi-stakeholder partnership that works to improve the lives of poor people. WSSCC's goal is to improve millions of people's lives through sustained water supply, sanitation and hygiene focusing on and implementing country programmes related to Sustainable Development Goal 6.2 (SDG 6.2)¹ - WASH, as per its Strategy 2017-2020. WSSCC is working in India in collaboration with Government, sector partners, CSOs and academic institutions on policy, capacity building, rapid action learning and societal engagement. WSSCC India is providing support to Swachh Bharat Mission mainly on capacity building on Open Defecation Free (ODF)-plus, Menstrual Health and Hygiene (MHH) and Rapid Action Learning (RAL) and sharing;

WHEREAS in accordance with WSSCC's Governance Document, the activities supported by WSSCC are managed by the WSSCC Steering Committee through the WSSCC Secretariat;

WHEREAS in this capacity, UNOPS enters into agreements and arrangements on behalf of WSSCC;

WHEREAS FINISH Society supports awareness raising on the need for a safe and durable toilet and manages microfinance schemes so that people can afford, build and manage sanitation safely. Human waste is not only safely contained, but steps are also taken to ensure that the valuable parts (nutrients, carbon) can be safely reused. This can be achieved when key actors in four diamond domains work towards the development of local sanitation markets for the poor and inclusive scaling up of these

markets. FINISH Society is a strategic partner. It is a key player in the WASH sector in India creating an ecosystem for sanitation financing, capacity building in sanitation and SLWM, models on Solid and Liquid Waste Management (SLWM), school wash including Menstrual Hygiene Management and Faecal Sludge Management including development of business models;

WHEREAS UNOPS/ WSSCC would benefit from this partnership through collaboration on capacity building around Leaving No One Behind (LNOB) in support of the Government of India (GoI) ODF-Plus mandate under the Swachh Bharat Mission;

WHEREAS FINISH Society recognizes that UNOPS on behalf of WSSCC, in these mandated areas, possesses comparative advantage and expertise and wishes to collaborate with the aim of creating synergy and maximizing the impact of resources in supporting the Government of India to reach those left most behind. The Government of India has extended the of the Swachh Bharat Mission phase II towards ODF-sustainability, including a focus on Leaving No One Behind, and Solid and Liquid Waste Management (SLWM);

WHEREAS the Parties wish to deliver benefits to the poorest communities and marginalized populations living in unhealthy hygiene and sanitation conditions;

WHEREAS the Parties acknowledge that their respective activities include areas of common interest where closer collaboration in the form of a partnership between the two organizations would be of mutual benefit and increase thereby the effectiveness of each Party in fulfilling its mandate, role and function;

NOW, THEREFORE, the Parties agree to cooperate as follows:

Article I Purpose

1.1 The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common interest, and to establish a strategic partnership between the Parties.

Article II Areas of Cooperation

- 2.1 The MoU defines the areas and institutional arrangements that will govern the cooperation of the Parties.
- 2.2 The Parties agree that they intend to cooperate closely and consult one another in furtherance of the Joint Partner Activities (as per Annex A), including to achieve the common objectives, which include:
 - i. Capacity Building support on key areas of work such as ODF Plus, MHH and RAL;

- ii. Provision of orientation/training of trainer workshop(s) on the use of the official ODF Plus training module
- iii. Policy support work on SLWM

Article III Consultation and Exchange of Information

3.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements that may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MoU and of any agreements signed by the Parties within the scope of this collaboration.

3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MoU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Article IV Implementation of the MoU

4.1 It is understood that any specific joint programs will be carried out on the basis of specific project agreements agreed between UNOPS/WSSCC and FINISH Society, and in accordance with the applicable UNOPS regulations, rules and procedures. Such project agreements would specify the costs or expenses related to joint programs and how they are to be borne by the Parties.

4.2 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific project agreement, will be the responsibility of both parties. It is expected that each party shall bear their own costs and expenses of whatever nature is incurred and provide staff-time; materials and efforts as required for any activities carried out under this MOU, including, but not limited to, travel and expenses of negotiation. Neither Party shall be obligated to provide funds for the operational needs of the other Party, including but not limited to funds for the salaries of the other Party's personnel, the purchase of equipment and supplies, medications, drugs, or food.

4.3 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and

shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MoU and under cost-sharing agreements concluded hereunder.

4.4 Each Party shall be responsible for its acts and omissions in connection with this MoU and its implementation.

Article V **Term, Termination, Amendment**

5.1 The proposed cooperation under this MoU is non-exclusive and shall have an initial term from the Effective Date, as defined in Article VIII, **until 31st December 2020**, unless terminated earlier by either party upon two (2) months' notice in writing to the other party.

5.2 In the event of termination of the MoU, any contribution or project agreements concluded pursuant to this MoU may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MoU, the contribution agreements and project agreements are brought to a prompt and orderly conclusion.

5.3 This MOU may be terminated by either Party without cause upon thirty (30) days advance written notice. Either Party may terminate this MOU with cause immediately upon written notice to the other Party. Termination shall be "with cause" in the event of the other Party's gross negligence or malfeasance, including any incidence of fraud in the performance of its duties hereunder, or in the event the non-terminating Party fails to meet commitments outlined in this MOU and address such issues within ten (10) days of its receipt of written notice thereof.

5.4 The Parties are released from any liability in case of force majeure. "Force majeure" is any circumstance beyond a Party's reasonable control including, but not limited to, fire, flood or other natural disaster, changes in the law, adverse government actions, industrial disturbances, war, unrest, explosions and any other similar circumstances.

5.5 As a condition to the claim of non-liability, the Party experiencing the force majeure event shall immediately provide written notice to the other Party with full details of such force majeure event and its effects on the Party's ability to perform its obligations under this MOU. If such force majeure circumstance results in the suspension of performance by one of the Parties for a period exceeding thirty (30) days, then the other Party may terminate this MOU by sending prior written notice of such termination, effective upon delivery. In the event of such termination, each Party shall bear its own costs.

5.6 This MoU may be amended only by mutual written agreement of the Parties.

Article VI Notices and Addresses

6.1 Any notice or request required or permitted to be given or made under this MoU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNOPS/WSSCC:

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For FINISH Society:

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TITLE: Director & Member Secretary
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Article VII Miscellaneous

7.1 This MoU and any related contribution agreement or project agreement comprise the complete understanding of the Parties in respect of the subject matter in this MoU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MoU shall not constitute a waiver of that or any other provision of this MoU. The invalidity or unenforceability of any provision of this MoU shall not affect the validity or enforceability of any other provision of the MoU.

7.2 The Parties shall each be responsible for their own employees, representatives, subcontractors, affiliates, and agents, and shall defend, indemnify and hold each other harmless from and against all liability, damage, loss, claim, demand, action and expense (including legal fees and disbursements) to the extent resulting from, arising out of or in connection with their respective activities hereunder, or any claims brought by third parties as a result of any act or omission hereunder by their respective employees, representatives, subcontractors, affiliates, and agents.

7.3 Neither Party, nor its respective employees or representatives, subcontractors, affiliates or agents, shall be liable to the other or its affiliates, in whole or in part, for any consequential, incidental, special, multiple, exemplary or punitive damages of any kind whatsoever, whether in an action that is the subject of an MOU or in tort, including negligence, or otherwise, arising out of or in connection with this MOU, whether or not the indemnified party has been advised of the possibility of any such damages.

7.4 Nothing in this MOU shall affect the contractual relationship and administrative supervision of UNOPS/WSSCC's operational partners, donors or constituents overseas, nor the relationship between FINISH Society and its corresponding entities and partners, including governmental and non-governmental organizations.

7.5 This MOU shall not affect the identity or core values of either Party. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities granted to either Party by any governmental body, nor be construed to confer upon either Party, or any of its personnel or agents, any immunities or privileges that may be granted to the other Party or its personnel by any governmental body.

7.6 Unless otherwise required by law, neither Party, nor any of their employees, representatives, subcontractors, affiliates, or agents, shall disclose any matters of a confidential nature relating to the other Party to which it may be or become privy as a result of this MOU, unless such disclosure is authorized by the other Party's prior written consent. Any public disclosure of the existence or terms of this MOU shall only be made by the Parties on a joint basis.

7.7 Failure of either party to enforce at any time any of the provisions of this MOU, or to exercise any option that is provided herein, shall not be deemed to be a waiver of those provisions, nor to affect in any way the validity of any part of this MOU, or the right thereafter to enforce each provision.

7.8 The Parties agree to execute this MOU in the English language. Either Party may undertake to produce a translation of this MOU in its local language. In such event, the Parties agree that the English version of this MOU shall be considered as the authentic text, and in case of a conflict between the content of the English original and a translation thereof, the English version shall prevail.

7.9 Neither this MOU, nor any rights or obligations hereunder, may be assigned or subcontracted to any third party, unless such assignment is pursuant to the other Party's

written consent.

7.10 The foregoing represents the complete and exclusive statement of the agreement between the Parties, which supersedes any prior oral or written agreements, proposals, commitments, understandings, or communications with respect to the subject matter of this MOU.

Article VIII Entry into Force

8.1 This MoU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document and shall enter into force and effect on the date ("Effective Date") in which it is duly signed by both parties.

IN **WITNESS WHEREOF**, the duly authorized representatives of the Parties affix their signatures below.

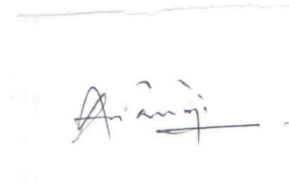
FOR UNOPS/WSSCC:



Name: Sue Coates
Title: Executive Director a.i., WSSCC

Date: 08.04.2020

For FINISH Society



Name: Abhijit Banerji
Title: Director & Member Secretary, FINISH Society

Date: 13.04.2020

Annex A

Description of Activities

Objective

The main objective of the collaboration between WSSCC and Finish Society is to create synergy between and maximize the impact of mutual resources being employed in the sanitation sector in India to improve solid and liquid waste management. The collaboration focuses on support masons and sanitation workers and contributes to Government of India objectives under SBM to reach the most vulnerable and those most left behind.

Key Activities

Capacity Building:

1. Engage FINISH Society trainers for different capacity building programmes (including but not limited to ODF Plus, MH, RAL etc.) being organised by GoI with WSSCC support under the Key Resource Centre (KRC) modality.
2. FINISH Society trainers to participate in WSSCC supported training on ODF-plus module. FINISH Society trainers can subsequently use the ODF-plus module for their trainings in their target states. FINISH Society will organise training on ODF-Plus with support of WSSCC under the KRC modality.
3. WSSCC and FINISH Society could jointly approach state governments for carrying out capacity building programmes by leveraging Government funds for HRD.

Policy support:

4. WSSCC and FINISH may partner on developing a manual on SLWM including vocational training for masons and on pilot testing it in selected states at village level. Development of training packages for masons and preparation of the manual on SLWM will be done according to demand from the State/Federal Government and in collaboration with Government.
5. Target states will be decided by India Support Unit (ISU) of WSSCC and FINISH Society upon mutual agreement.
6. Other related policy interventions under SBM as per the demand of the government

Roles and Responsibilities

Both organizations will undertake this collaboration under their respective organisational structures and agreed annual workplans for the validity period of this MoU.