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Memorandum of Understanding

Between

**State Water and Sanitation Mission and M. M. M. Engineering College, Gorakhpur
For
Working as State Technical Agency (STA) to Water Sector Institutions**

This MEMORANDUM OF UNDERSTANDING is made on this 29th day of MAY Two Thousand Twelve BETWEEN STATE WATER AND SANITATION MISSION of the Ministry of Rural Development, Government of Uttar Pradesh and represented by its Executive Director, which expression, unless repugnant to the context shall include its representatives, successors or assigns (hereinafter referred to as SWSM) of the FIRST PART.

AND

Madan Mohan Malaviya Engineering College, Gorakhpur and represented by its Principal/Registrar, which expressions, unless repugnant to the context includes its representatives, successors or assigns (hereinafter referred to as MMMEC) of the SECOND PART.

WHEREAS the Water and Sanitation Support Organization has been entrusted to provide over sight support to the implementing partners namely U.P. Jal Nigam, U.P. Agro and implementing wing of SWSM;

WHEREAS the Government of Uttar Pradesh initiated some steps to provide drinking water in rural areas of U.P.;

WHEREAS MMMEC has agreed to perform the role of State Technical Agency (STA) to water sector institutions;

NOW HENCEFORTH both the parties have witnesseth as follows:

1) Objective

The object of this MoU is to establish a system of monitoring and capacity building for drinking water sector and give technical support to the SWSM and its implementing agencies to fill up the gaps in their technical needs by:

- i. Assisting in planning and design of scientifically sound and cost effective holistic rural water supply schemes with special emphasis on sustainability of sources and systems.
- ii. Assisting in both Software and Hardware activities such as:
 - a. Water Quality Surveillance (WQS)
 - b. Capacity Building (CB)
 - c. Information, education and communication (IEC) activities on pilot basis
 - d. Supportive Supervision (SS) in the execution of water sector interventions.
- iii. Evaluation and scrutinization of major/complicated schemes as assigned by the SLSSC/ being put up for approval of SLSSC.
- iv. Engage technical experts on specific assignments.

To carry out the above works, MMMEC may delegate some jobs to the jointly selected Engineering Colleges/Institutions/Laboratories hereby referred to as Regional Resource Centres (RRCs)/ empanel Technical Experts from the Engineering



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Colleges/Institutions/Universities/Laboratories and Government Departments to take up field related works.

2) Obligations of SWSM

SWSM will be responsible for:

- a) establishing yearly scope of work of STA;
- b) developing yearly thematic capacity building requirements in consultation with U.P. Jal Nigam and STA;
- c) take part in developing training modules with UPJN and STA;
Printing of training modules from time to time;
- d) providing funding support to STA in carrying out WQS, CB, IEC, SS and all other activities for water sector institutions in the state as mutually agreed upon;
- e) undertaking joint review mission for assessing the efficiency and effectiveness of STA;
- f) using the feedback/ recommendations of STA for making necessary improvement in service delivery for drinking water sector; and
- g) establishing yearly scope of work of STA.

SWSM through its implementing agencies U.P. Jal Nigam/ U.P. Agro/ U.P. Jal Sansthan, Jhansi etc. will also be responsible for

- a) Providing necessary data for carrying out water quality surveillance and supportive supervision;
- b) Establishing necessary directives with its zonal offices for taking the assistance of STA as per agreed framework;
- c) Taking part in developing training modules with MMMEC.
- d) Taking part in supportive supervision missions with MMMEC;
- e) Taking part in developing pilot basis IEC activities modules with MMMEC
- f) Taking necessary actions for making quality improvements in service delivery as per the recommendations of MMMEC;
- g) Providing technical support in WQS;
- h) Technical assistance in developing yearly thematic capacity building requirements in consultation with MMMEC; and,
- i) Undertaking joint review mission for assessing the efficiency and effectiveness of Technical Experts hired jointly by MMMEC.

3) Obligations of MMMEC

- a) The Department of Civil Engineering, MMMEC will be responsible to implement this agreement on the behalf of Madan Mohan Malaviya Engineering College, Gorakhpur.
- b) MMMEC will provide its infrastructure such as faculty, technical/research staff/ labs/ training venue/ hostel etc. for undertaking various roles of STA.
- c) As a STA it will:
 - i. Attend the meeting of State Scheme Sanctioning Committees.

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- ii. Facilitate development of various thematic training modules.
 - iii. Facilitate development of IEC activities modules on pilot basis.
 - iv. Explore sustainable and low cost technologies, use of new and renewable energy systems within and outside the country and disseminating the information to the state.
 - v. Evaluate technologies/conduct impact assessment studies on specific cases.
 - vi. Review district water testing laboratories and provide necessary technical advice for improvements/up gradation of these labs.
 - vii. hire the services of technical experts directly and involve them at the State/District level for preparation of sustainability projects, preparation of manuals, hand books, review projects, field visits for overseeing implementation of new technologies, impact assessment studies etc.

4) Duration

The duration of this MoU between both the parties shall be for a period from **May' 2012** to **May' 2013**.

5) Payment

Fifty percent (50%) of the amount of work allotted to the STA will be given as an advance along with the letter of the assignment of work. Balance fifty percent (50%) shall be made on successful completion of work. The service tax or any other taxes will be borne by SWSM and will be the liability of MMMEC.

6) Dispute


If there is any dispute or difference of opinion between the Parties in respect of any matter arising hereunder or any rights or obligations hereunder (a "Dispute"), then either Party may promptly notify the other Party of the nature of such Dispute. Both Parties' designated representatives shall cooperate in good faith and make a reasonable effort to promptly resolve such Dispute within a period of fifteen (15) days from the date of receipt of notice of the Dispute by the other Party. During such dispute, the parties shall continue to meet their respective obligations hereunder without prejudice to their respective rights with respect to such disputed items. If such Dispute is not resolved after such meeting, then either Party may resolve the matter by arbitration in Lucknow. A sole Arbitrator appointed by mutual consent by both the parties shall conduct arbitration under the Indian Arbitration and Conciliation Act, 1996 or any re-enactment or modification thereof. Each Party shall bear its own cost of preparing and presenting its case. The award of the Arbitrator shall be a reasoned award and shall be final and binding on the Parties.



5) Amendment:


This MoU can only be revised and amended after the written consent of both the parties.
IN WITNESS WHEREOF, the parties hereto subscribe their names and signatures on this
MoU on this day and date 29th May, 2012

For State Water and Sanitation Mission

Signature 
Name:
Executive Director

(राकेश कुमार ओझा)
अधिसायी निदेशक
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For MMMEC

Signature 
Name:
Principal

(J.P. Saini)