

MEMORANDUM OF UNDERSTANDING

Between

**Swachha Andhra Corporation (SAC) Limited,
MA&UD Department, Government of Andhra Pradesh.**

and

World Toilet Organization (WTO), Singapore

20th February, 2016



MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING (MoU)** is made on this ___ day of January, 2016 at HYDERABAD, Andhra Pradesh by and between:

Swachha Andhra Corporation Limited, MA&UD Department, Government of Andhra Pradesh, having its registered office at D.No.10-2-2289/115, Flat No.501, NCL Kaveri-I Apartments, Opposite Hockey Ground, Shanti Nagar, Hyderabad - 500028 (hereinafter referred to as "SAC").

And

World Toilet Organization (RC No.200205358C), a non-profit organization incorporated in the Republic of Singapore and having its registered address at 428A Race Course Road Singapore 218674 (hereinafter referred to as "WTO");

(SAC and WTO shall hereinafter also be referred to as Party individually and collectively as Parties)

Recital Clause

WHEREAS SAC has been formed as a Company to support implementation of Swachh Bharat Mission in the State of Andhra Pradesh through suitable agencies; comprehensive sanitation planning, allow private sector participation via different mechanism and foster innovation in the fields of Individual Household Toilets, Community and Public toilets, Liquid and solid waste management.

AND WHEREAS

World Toilet Organization (WTO) is a global non-profit committed to improving toilet and sanitation conditions worldwide. WTO empowers individuals through education, training and building local marketplace opportunities to advocate for clean and safe sanitation facilities in their communities. The MoU is non-financial umbrella agreement and by no means creates any legal and financial relationship between the collaborating partners SAC and WTO.

AND WHEREAS Both SAC and WTO have agreed to collaborate jointly the State of Andhra Pradesh's "Swachha Andhra Pradesh" mission to implement the schemes to achieve the objectives of Swachh Bharat Mission in the State of Andhra Pradesh.

NOW THEREFORE, the Parties have decided to document their inter se understanding and the delineation of their respective roles and duties in this MOU as follows:

(I) COVENANT Of SAC

- a. SAC shall undertake activities in line with the objectives set up in this MOU for the mutual purposes of the parties.
- b. SAC shall assist WTO in the matters assigned to WTO for achieving the objectives of Swachh Bharat Mission in the state of Andhra Pradesh.
- c. SAC shall share and furnish the required data/information with WTO for seeking any technical advice.

- d. SAC shall seek from time to time, additional support from WTO on a mutually agreeable basis.

(II) COVENANT of WTO

- a. SAC and WTO shall work closely on matters proposed by SAC and shall share any information pertinent to achieving the objectives of the Swachh Bharat Mission in the state of Andhra Pradesh.
- b. WTO shall act as a knowledge partner to support SAC on the following subjects related to capacity building, low cost technologies, behaviour change campaign and financing for improved sanitation in the State of Andhra Pradesh.
- i. Support in development of tools for driving demand for sanitation and fostering behavior change. Development of complementary IEC materials to support the outreach activities.
- ii. To provide insights based on its expertise on global best practices on low-cost technology models, design, construction practices, building materials, solid and liquid waste management, sustainable practices on the above, etc.
- iii. To provide insights and advice on fundraising for meeting different project related commitments and provide introductions to potential funding agencies wherever relevant.

- iv. Provide inputs on strengthening supply chain and building capacity through the fostering of sanitation social enterprises, and training to develop the necessary skills and knowledge.
- c. WTO shall provide advice and support to SAC and act in an advisory capacity on the above-mentioned subjects.
- d. WTO shall help scope pilot projects in the above mentioned areas, on in geographies to be identified in State of Andhra Pradesh. WTO will also identify additional partners to support the implementation of these pilot projects.
- e. WTO will endeavour to raise resources from external sources for the execution of pilot projects in the above mentioned areas. Any findings and recommendations from the pilot projects will be shared with SAC for scaling and further implementation.

(III) MUTUAL COVENANTS

- a. Each Party shall provide the names and designations of person(s) who shall act as primary contact point, and who shall be responsible for providing information to each other on a timely basis, coordinating with each other and shall supervise the work being done pursuant to this MOU. It is the express understanding of both the Parties that the relevant contact point persons from both Parties shall coordinate with each other to work out the details of a suitable working methodology towards the accomplishment of the objectives

listed out in this MOU and as may be decided by the Parties from time to time. In the event of any change in the contact person(s) mentioned below, the concerned Party shall communicate the same immediately to the other Party.

- b. Both the parties shall make any amendments to this MoU or inclusion of additional clauses on mutual consent.
- c. In the first instance the names and contact details of the contact point persons from SAC are:
 - i. Mr. D. Muralidhar Reddy, I.A.S., MD, SAC (Primary Contact)
 - ii. Mr. P. Ananda Rao, CE, SAC (Secondary Contact)
- d. The names and contact details of the contact point person from WTO are:
 - i. Mr. Jack Sim, Founder, WTO, Singapore (Primary Contact)
 - ii. Sarika Saluja, Project Manager – India Projects, WTO, Singapore (Secondary Contact)
- e. It is mutually agreed between the Parties that any intellectual property created as part of these activities pursuant to this MOU shall be considered within India as the joint property of SAC and WTO. For the avoidance of doubt, neither Party shall acquire any rights or interest in any existing intellectual property belonging to the other Party, including without limitation any intellectual property contributed by a Party to the activities contemplated herein.

- f. In case of any disagreement between the Parties in respect of any matter, directly or indirectly connected to this MOU, then the same shall be resolved amicably by negotiations and / or conciliation between the Parties.
- g. Both the Parties shall be responsible to provide each other with complete, accurate, timely and relevant information and to carry out any other obligations to run the campaign successfully. In addition, both the Parties shall keep each other informed of any material developments or proposals relating to the said campaign, which may have a bearing on the engagements between the Parties.

(IV) EFFECTIVE DATE & TERM OF MOU

- a. This MOU shall be deemed to have commenced from the date of signing by both the Parties (the “Effective Date”) and be valid for the period of 3 years from the date of signing, renewable with written agreement of both Parties.
- b. The MOU shall remain operative unless terminated by mutual consent after issuance of an advance written notice of one month to the other Party.
- c. Any amendments with regard to extension of the MoU, etc. will be made based on mutual consent.

(V) MISCELLANEOUS CLAUSES

- a. With respect to this arrangement and any other information supplied in connection with the arrangement, by one Party to the other, in any form whether verbal or written, through any

medium whatsoever, shall be deemed to be confidential information if it is labelled / declared as such by disclosing Party to the other Party at the time of disclosure (the “Confidential Information”).

b. It is agreed by both the Parties that with respect to the Confidential information that they shall:

i. Protect the confidential information in a reasonable and appropriate manner or in accordance with the applicable professional standards.

ii. Use confidential information only to perform obligation under this arrangement. Confidentiality provisions included herein shall not apply to information which is:

i. Generally available to the public.

ii. Available or becomes available to one Party on a non-confidential basis from a source other than the other Party.

iii. Disclosed by the Party to a third party without restriction.

iv. Is developed by one party independently of any information furnished by the other party, or of any information furnished on a confidential basis; or

v. Is disclosed pursuant to legal requirements.

c. Day-to-day communication between the Parties and/or contact point persons under Clause III (b) above can be carried out by official email addresses for the smooth functioning of this MOU.

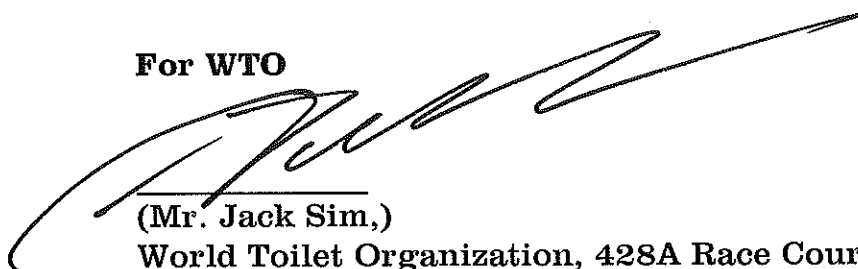
d. Each of the signatories below represents and warrants that he or she is authorized to execute this Memorandum on behalf of the party for whom he or she signs, and that no further authority, or execution by any other person for such party is necessary.

For SAC



(Mr. D. Muralidhar Reddy, IAS)
Managing Director, Swachha Andhra Corporation, MA&UD
Department, Government of Andhra Pradesh, Hyderabad

For WTO



(Mr. Jack Sim,)
World Toilet Organization, 428A Race Course Road Singapore