

01/10//2018

To,  
Dr. Jaspal Singh Sandhu,  
Vice Chancellor, Guru Nanak Dev University,  
Grand Trunk Road, Off NH-1,  
Amritsar, Punjab - 143005

**Subject: Regarding Academia Engagement on Decentralized Sanitation under Sanitation Capacity Building Platform (SCBP) at NIUA, New Delhi**

National Institute of Urban Affairs (NIUA), an apex research body of Ministry of Housing and Urban Affairs (MoHUA), New Delhi is pleased to engage with your institute under Sanitation Capacity Building Platform (SCBP) program to support academic activities on decentralized sanitation at your institute.

SCBP is in the process of content development for short courses on urban sanitation in consultation with IHE Delft Institute for Water Education, Netherlands and in future, we would like to roll-out similar short courses with Academic Institutes in India.

Since, SCBP promotes peer-learning and exchange of knowledge material, as well as research and advocacy in the field of urban sanitation practices, we would also like your nodal faculty members to participate in our academic meets to share learnings and experience of this engagement.

As mentioned in the enclosed Agreement – Contract, we shall provide necessary support to your institute and faculty members for the academic activities on decentralized sanitation. Request you to kindly sign all pages of the Agreement – Contract, as signed by our Director, and mail the scanned copy of all pages to the following email id: mkapoor@niua.org

Thank you.

Best Regards,



Depinder Singh Kapur  
Senior Domain Expert  
Email: dkapur@niua.org  
Mob: +91 9711178181

Encl: Agreement – Contract and Terms of Reference

**Memorandum of Understanding (MoU)**

Between

**National Institute of Urban Affairs, New Delhi**

**(hereinafter called "NIUA")**

**Represented by Jagan Shah**

**Director, NIUA**

And

**Guru Ram Das School of Planning (GRDSP)**

**Guru Nanak Dev University, Amritsar, Punjab**

**For Academia Engagement on Decentralised Sanitation**

This agreement made on the 1<sup>st</sup> day of October 2018 between National Institute of Urban Affairs (NIUA), New Delhi through its Director, located at Core-4B, 1<sup>st</sup> & 2<sup>nd</sup> Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003 and Guru Ram Das School of Planning (GRDSP), Guru Nanak Dev University, Amritsar, through its Vice Chancellor, as part of the **Sanitation Capacity Building Platform (SCBP)** Project. The project is supported by the Bill and Melinda Gates Foundation.

GRDSP will make use of their strength and experience in decentralized sanitation to carry out the activities outlined in the TOR.

It is hereby mutually agreed between NIUA and GRDSP hereto for themselves and their representatives, executors, administrators assign or successors as follows.





#### TERMS & CONDITIONS OF THE MoU

1. The term of this Agreement comes into effect on 1<sup>st</sup> October, 2018 and will remain in force until 31<sup>st</sup> March 2019 or till the required deliverables under the Terms of Reference (ToR) (Refer Annex 1) are achieved. Extension of time can be sought only with prior approval and mutual consensus.
2. Any amendment to this agreement shall be in writing and by mutual consent through an exchange of correspondence between NIUA and GRDSP.
3. Guru Ram Das School of Planning (GRDSP) through its Head of Department and NIUA through its Director will act in line with mutually agreed rules for cooperation and coordination.
4. Guru Ram Das School of Planning (GRDSP) will be responsible for the delivery of activities outlined in the ToR (Refer Annex 1).
5. NIUA will facilitate activities necessary to achieve required deliverables outlined in the ToR.
6. A national academia meet comprising of institutes engaged with SCBP on decentralized sanitation will be held once every three months for peer learning purpose. Nodal faculty from your institute shall be invited to attend it and share your learnings/feedback. The cost for travel and accommodation for academia meet is budgeted as outlined in ToR (Refer Annex 2).
7. Guru Ram Das School of Planning (GRDSP) shall submit a report highlighting key learnings from conducting all activities under this agreement.
8. All knowledge product prepared under SCBP shall be the joint property of Guru Ram Das School of Planning (GRDSP) and NIUA, and shall have the SCBP and NIUA logo on it along with the logo of Guru Nanak Dev University..

#### **Payment**

9. I) NIUA shall pay to Guru Ram Das School of Planning (GRDSP) under this MoU a Total amount of INR 415,000 (Four Lakh Fifteen Thousand Rupees) for the implementation of the tasks mentioned in the ToR in accordance with the budget attached as Annexure 2 and this amount is exclusive of service tax (or GST as applicable), which will be paid in addition to this amount.
- II) However, if NIUA shall bear the costs for providing SCBP partners/experts/resource persons on behalf of Guru Ram Das School of Planning (GRDSP) as outlined in ToR (Refer





Annex 2), it shall be factored in the total payment made by NIUA to Guru Ram Das School of Planning (GRDSP), based on mutual consensus.

III) Payments will be made upon receipt of 'request for payment' form with invoice from Guru Ram Das School of Planning (GRDSP) indicating the tasks completed as per item (V) below. Performa for 'Request for Payment' form is attached with this MoU (Refer Annex 3)

IV) The release of payments will be as per the activities and timelines described in (IV) below.

V) The terms and conditions for the release of payments are as follows:

- 50% of total amount on signing of MoU.
- 50% of total amount upon completion of all activities and submission and acceptance by NIUA of the Final Report.

#### **Termination**

10. I) In the event of cancellation of NIUA's contract agreement with the Bill and Melinda Gates Foundation, payments will be based on mutual agreement between Guru Ram Das School of Planning (GRDSP) and NIUA reflecting the situation and tasks carried out by Guru Ram Das School of Planning (GRDSP).

II) In the event of termination of the MoU for non-submission of report, Guru Ram Das School of Planning (GRDSP) shall be liable to refund to NIUA the amount proportionate to the tasks remaining to be performed, out of the amount received by Guru Ram Das School of Planning (GRDSP) of the advance payment of the total amount.

#### **Arbitration**

11. Any differences between Parties concerning the interpretation and/or application of this agreement or matters arising out of or connected with this agreement shall be settled amicably through consultations or negotiations failing which the parties agree to refer the disputes/difference, if any, to an Arbitrator mutually agreed upon and appointed by the parties under the Arbitration and Conciliation Act, 1996 or its statutory amendments thereof. The venue of arbitration shall be at Delhi alone.





### Liability

12. NIUA shall not be liable for any damages or compensation payable at law in respect of or in consequence of any accident or injury to any member of staff or other person in the employ of Guru Ram Das School of Planning (GRDSP) or in relation to the violation of any right of third parties, including but limited to copyrights. By the act of signature of this MoU, Guru Ram Das School of Planning (GRDSP) agrees that NIUA is indemnified and kept indemnified against all such damages and compensation and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance cover against such liability is Guru Ram Das School of Planning (GRDSP) responsibility.

13. Guru Ram Das School of Planning (GRDSP) shall indemnify NIUA against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property or to other (intellectual) rights to third parties whatsoever which may arise out of or in consequence of the execution of the project and against all claims, proceedings, damages costs, charges and expenses whatsoever in respect thereto. Guru Ram Das School of Planning (GRDSP) is responsible for insuring its own liability.

### Contact Persons

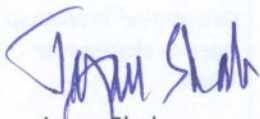
A Guru Ram Das School of Planning (GRDSP) will have the following contact persons:

- Mr G.K.Johari , Associate Professor ,GRDSP, email: [joharigk@gmail.com](mailto:joharigk@gmail.com) , M : 9356002636, 9463255326.
- Ms. Ritu Raj Kaur, Assistant Professor, email : [randhawarituraj@gmail.com](mailto:randhawarituraj@gmail.com), M : 8054160025

B NIUA will have the following contact persons:

- Prof. Jagan Shah, Director (signatory from NIUA)
- Depinder Kapur, Team Leader (SCBP), overall in charge of the task

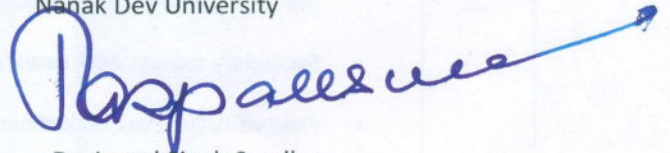
For NIUA, New Delhi, India



Jagan Shah  
Director, NIUA

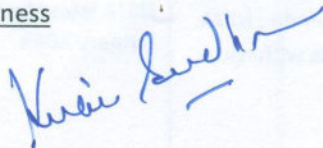


For Guru Ramdas School of Planning, Guru  
Nanak Dev University



Dr. Jaspal Singh Sandhu  
Vice Chancellor, Guru Nanak Dev  
University, Amritsar

Witness



Dr. Kiran Sandhu  
Associate Professor and Head  
Guru Ramdas School of Planning



## ANNEXURE – 1

### TERMS OF REFERENCE

#### For Academia Engagement on Decentralised Sanitation

##### Purpose of Association:

The purpose is to provide an opportunity to students and faculty of universities and academic institutes to engage with studying and understanding urban sanitation systems in terms of centralised and decentralised sanitation system options

##### 1. Specific activities and Expected deliverables:

Activity No.	Specific Activity	Expected Deliverables
1	<b>Studio Exercises for Masters of Planning(Infrastructure) for 20 students</b> <ul style="list-style-type: none"><li>Design a Studio Exercise for Studying the Existing Sanitation Systems in Small Towns of Punjab.</li><li>Secondary sources desk research</li><li>Field visits and Data Collections</li><li>Apply the Sanitation Planning Tools to Assess the Feasibility of Decentralised Sanitation solutions for the small towns : Assess/Plan for the Faecal Sludge, Waste Water generation of each town, Assess the Operational Feasibility of Scheduled De sludging operations, Discuss technical options and suggest appropriateness of technology for particular town. Suggest options for reuse of treated waste water and sludge.</li><li>Design an Orientation Workshop content and agenda : NIUA to support. Share list of speakers and participants with NIUA. Arrange all logistics for the workshops</li></ul>	<p>Draft Outline of Studio Exercise Design submitted to NIUA by 10<sup>th</sup> October 2018..</p> <p>Orientation Workshop Agenda shared with NIUA.</p> <p>Workshop Report prepared</p> <p>Final Report of the Learnings to be submitted by GRDSP to NIUA latest by 31<sup>st</sup> January 2019</p>
2	<b>Student Dissertations on Decentralised Sanitation Systems : Masters and Bachelors Courses : 10 students</b> <ul style="list-style-type: none"><li>Develop a Research Thesis on any aspect of Urban Sanitation Research : Preferably Decentralised Sanitation Systems.</li><li>Thesis can Research topics within purview of spatial planning, which may include following broad areas of research with specific case areas-<ul style="list-style-type: none"><li>Sanitation in Slums –Problems and Prospects</li><li>Gender and Access to safe sanitation in low income areas</li><li>Evaluation of ODF City</li><li>Urban Sanitation Policy and its contribution to access to safe sanitation</li><li>Urban Sanitation Benchmarking</li></ul></li></ul>	<p>Dissertation Thesis proposal and Draft Report shared with NIUA latest by 31<sup>st</sup> July 2019</p>



	<ul style="list-style-type: none"> <li>○ Public Toilets: access and Usage</li> <li>○ Community Sanitation-Problems and Possibilities</li> <li>○ Old city cores and solution systems</li> <li>○ Impact Assessment of untreated disposal of waste water.</li> </ul> <ul style="list-style-type: none"> <li>• Town/City assessments must include all settlements including the poorest and socially excluded dalit settlements.</li> </ul>	
3	<p><b>State level Dissemination and Advocacy Workshop( around 15 January 2019) to promote Decentralised Sanitation</b></p> <ul style="list-style-type: none"> <li>• Workshop Agenda and List of invitees to be prepared in consultation with NIUA. Invitees to include city officials where research was done, state officials, experts and practitioners.</li> <li>• Presentations of select Research work of Students prepared in advance of the workshop</li> <li>• Some expert presentations by SCBP partners</li> <li>• Final Report of the Workshop</li> </ul>	<p>Draft Workshop Agenda shared with NIUA</p> <p>Workshop Report shared by 31<sup>st</sup> Jan 2019</p>

**2. Expected deliverables: See table above**

**3. Implementation arrangements:**

Guru Ram Das School of Planning(GRDSP) will work in coordination with NIUA

NIUA shall involve other SCBP partners to provide support to Guru Ram Das School of Planning (GRDSP) for any technical support as per activities mentioned in ToR, if deemed necessary.

**4. Proposed period and duration of association:**

The proposed association will be 6 months during 1<sup>st</sup> October 2018 to 31<sup>st</sup> March 2019





## ANNEXURE – 2

### BUDGET PROPOSAL

#### TOTAL

Activity No.	Specific Activity	Amount
1	Studio Exercises (20 Students) Orientation Workshop(Lunch, Conference Room Hire, Stationary and Posters, Board and Lodging of any external experts, Local Travel)	INR 75,000
2	Student Dissertations(10 students) 6-8 Days Travel to a City/Town by each student = Rs. 30,000 Preparation of GIS maps, Reports, Water Quality Testing of Ground Water, Nallas and Water Bodies = Rs.60,000	INR 90,000
3	State level Dissemination and Advocacy Workshop( around 15 January 2019) to promote Decentralised Sanitation : To be Finalised in consultation with NIUA  All Research/ Conference related expenditures : Room or Venue Hiring, Limited Boarding and Travel Support for Invitees and Experts, Honorariums, Lunch, Tea and Dinner	INR 200,000
4	Participation in NIUA organized learning events/activities	INR 50,000
	<b>GRAND TOTAL</b>	<b>INR 415,000</b>

All above expenses to be paid on actuals.

NIUA will pay based on either production of all original bills or by a certification from an external auditor of the project expenditure claimed.

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ANNEXURE – 3

Payment Request Cover Note

Grantee:

Contract/Research/Grant Title :

Date of Sign off :

Period of Grant :

ToR : Activities/Budget :

S. No.	Activity	Budget
	Total	

Payment status till date :

	Payment details	Date	Amount
1 <sup>st</sup> Instalment			Rs.
2 <sup>nd</sup> instalment			
3 <sup>rd</sup> instalment			

Payment Requested for :

	Payment details	Recommended Date	Amount
1 <sup>st</sup> Instalment			Rs.

Attach : contract and invoice

Grantee/ Researcher/ Representative (*Sign here*)

Date :

Bank account details :

PAN :