

MEMORANDUM OF UNDERSTANDING

between

THE INTERNATIONAL WATER ASSOCIATION

and

WATER FOR PEOPLE

WHEREAS, the International Water Association (hereinafter referred to as the “IWA”) has the mission to connect water professionals worldwide to lead the development of effective and sustainable approaches to water management; to create and foster a global network of leading-edge water professionals through the provision of services and products to members, including conferences, publications and support for member groups; and, to represent the views of members in international forums and to project key messages to the sector at large, aimed at advancing best practice in sustainable water management; and

WHEREAS, Water For People is a global nonprofit working in nine countries in Latin America, Asia, and Africa to achieve lasting quality water and sanitation services by bringing together communities, local entrepreneurs, and governments (service authorities and service providers) to plan, design, build, operate, and maintain their own water and sanitation systems. Water For People often also works with national governments and ministries as an advisor to help develop the regulations, policies, monitoring systems, capital financing plans, rate structures, and governance structures to keep the systems working.

NOW, THEREFORE, the Parties have agreed to enter into this Memorandum of Understanding (“MoU”) as follows:

ARTICLE 1. OBJECTIVE OF THE MEMORANDUM OF UNDERSTANDING (MoU)

1.1 IWA is exploring ways to engage more with water professionals in developing regions such as sub-Saharan Africa (SSA). In seeking this engagement IWA intends to make a contribution to the development of the sector in those regions and bring water professionals from those countries into its global network. More specifically, IWA is seeking ways to further some of its thematic work and explore opportunities to be more active in a peri-urban context. Central to this approach would be the connections between IWA members and water professionals at large to exchange knowledge and expertise.

1.2 Water For People is looking for ways to expand their impact and influence in the sector by sharing learnings from over 27 years of experience working in rural and peri-urban water and sanitation

development. In this MOU the specific target geography is SSA, particularly Water For People's programs in Malawi, Rwanda, and Uganda. Water For People has developed extensive training curriculum and tools to support the development of sustainable services for service authorities and service providers in rural areas and low income areas of urban/peri-urban areas. In addition, Water For People would like to expand its network to embrace more partners and collaborators in an effort to increase its impact and move faster towards SDG6 in SSA, especially Malawi, Rwanda, and Uganda.

1.3 Through this MoU, both Parties seek to find ways to work together that result in a greater combined impact for their respective strategies, specifically as it pertains to water sector development in SSA around the agreed themes and topics as described in Article 2.

ARTICLE 2. AREAS OF COOPERATION

The areas of cooperation aim to give added value to the Parties in reaching their respective goals. The following areas of cooperation provide a framework for establishing specific objectives, tasks and deliverables to be determined and agreed in an annual plan of work.

2.1 Human Resource Capacity Gaps and Sector Development

2.1.1 Since 2009, IWA has conducted human resource capacity gaps studies in 15 countries, nine of which are in SSA¹. Water For People would like to learn from IWA's experience in Tanzania, Zambia, Mozambique, and South Africa, and incorporate Water For People's experience in Malawi, Rwanda, and Uganda. In taking this work forward, IWA would like to work with Water For People to develop plans of action for addressing capacity gaps in specific countries and identify new countries to undertake capacity gap assessments especially in Malawi, Rwanda, and Uganda, where Water For People operates.

2.1.2 As part of this work, or separate if opportunities exist, IWA would like to work with Water For People to support the development of the water sector in specific countries, through for example, supporting the establishment and / or ongoing work of national associations of water professionals.

Outcome: One country identified for plan of action for capacity development activities and one new country identified for human resource capacity assessment in Malawi, Rwanda, and Uganda.

2.2 Human Rights to Water and Sanitation

2.2.1 IWA has produced a handbook to support the operationalization of the Human Rights to Water and Sanitation by water and sanitation service operators and regulators. IWA would like to work with Water For People, and other partners as appropriate, to develop training programmes that supports the further dissemination of this work.

¹ Burkina Faso, Ghana, Mali, Mozambique, Niger, Senegal, South Africa, Tanzania and Zambia

2.3 Mobilising IWA Members to Support Water For People Activities

2.3.1 IWA would like to provide opportunities for IWA members to offer their time voluntarily to support the activities of Water For People.

Outcome: Volunteering opportunities posted to IWA members on a regular basis.

2.4 Water and Development Congress & Exhibition

2.4.1 Every two-years, IWA organizes the Water and Development Congress & Exhibition, an event that attracts over 1000 practitioners working in low- and middle-income countries. The next event is scheduled to take place in 2019 in Asia.

2.4.2 IWA would like to invite Water For People to be a strategic partner² for the event and support the development of the technical programme and be a convener of other nonprofits working in development.

Outcome: Water For People as a strategic partner for the 2019 Water and Development Congress & Exhibition.

2.5 Peri-Urban Space

2.5.1 IWA would like to work with Water For People, and other partners as appropriate, to explore the potential value-added role IWA can play in the peri-urban space (i.e. informal settlements), specifically to have IWA representatives from Water For People participate in Specialist Groups on intermittent water supply, wastewater collection and treatment, and fecal sludge management.

Outcome: Joint convening of a partners and interested parties meeting to explore opportunities for collaboration in peri-urban contexts as well as participation in specialist groups.

2.6 Fundraising

² There are cost implications of being a strategic partner related to the final package to be defined, which could include exhibition space, session convening and registration of participants. Such costs will be agreed and described in a separate agreement.

2.6.1 Both Parties will jointly identify potential sources of funding to support the activities described in this MoU and jointly coordinate fundraising activities with other IWA members that could be potential donors (e.g., member utilities and private companies).

Outcome: Identification and pursuit of specific funding opportunities with donor(s).

2.7 IWA Membership from Low and Middle-Income Economies and Non-Profit Organizations

2.7.1 IWA is looking to increase its membership in low- and middle-income economies as well as nonprofit organizations as the water/sanitation workforce of the future includes the sectors. Water For People can help IWA expand its reach by helping develop a membership package tailored for residents of low- and middle-income economies as well as nonprofit organizations to increase its membership.

Outcome: Develop membership packages to attract new members.

2.8 Other

2.8.1 Under the above areas of cooperation, other activities may also be agreed upon between the Parties from time to time, subject to each of the Parties' internal policies and procedures. Both parties may also agree to identify new sources of funding to support these activities as needed.

ARTICLE 3. MODUS OPERANDI

3.1 Each Party will nominate one focal point as identified in Article 5, they will be the liaison point and ensure good communication between both parties.

3.2 An annual planning meeting, to involve relevant staff and members from both Parties, will be organized each year of this MoU to discuss future priorities, activities and review previous and ongoing activities.

3.3 An annual plan of work, with agreed budget, roles and responsibilities will be developed and agreed as an output of the annual meeting.

3.4 Both Parties commit to having regular update meetings between the Parties' representatives and other staff as needed.

ARTICLE 4. FINANCIAL ARRANGEMENTS

4.1 This Agreement does not imply any financial obligations between the Parties. Activities described that require Water For People or IWA employee time are planned as in-kind services. Should a financial transaction – from either party, or a third party - be required to meet agreed objectives, a separate agreement will be developed for that specific purpose.

ARTICLE 5. CHANNEL OF COMMUNICATION AND NOTICE

5.1 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties of this Agreement, the channel of communication for the Parties shall be:

5.1.1 For Water For People

Attention: Vicky Andersen
E-mail: vandersen@waterforpeople.org

5.1.2 For the International Water Association (IWA)

Attention: Corinne Trommsdorff
E-mail: Corinne.Trommsdorff@iwahq.org

5.2 Either Party hereto may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this Article.

ARTICLE 6. MARKETING AND PROMOTION

6.1 Neither Party can issue public statements of any nature using the name or emblem of the other without the prior written approval of the other Party.

6.2 Both Parties will explore opportunities to reach out to their respective networks with messages promoting joint activities and activities organized by either party deemed appropriate for communication.

ARTICLE 7. INTELLECTUAL PROPERTY

7.1 All Intellectual Property made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression, or created independently by either Party, without any contribution from the other Party of any kind during the term of this Agreement, will be the sole and exclusive property, including the entire right, title and interest.

ARTICLE 8. INDEMNITY

8.1 Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the

other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulation.

ARTICLE 9. AMENDMENT, TERMINATION AND OTHER MATTERS

9.1 This Agreement shall enter into force on the date of its signature by both Parties and will remain in effect for three years unless terminated by either Party with a written notice to the other Party. No such termination shall affect contractual obligations already entered into by either Party under this Agreement.

9.2 This Agreement may be amended only by written consent of the Parties hereto.

9.3 Subject to the Parties' policies and procedures with respect to the disclosure of information, the Parties can make this Agreement publicly available.

IN WITNESS WHEREOF, the Parties hereto, each, acting through its duly authorized representative, has signed this Agreement in two (2) original counterparts on the dates indicated below.

Water For People

International Water Association

Name: Eleanor Allen
Position: CEO
Date:

Name: Kala Vairavamoorthy
Position: Executive Director
Date: