**MEMORANDUM OF UNDERSTANDING:**

**BETWEEN**

**The Water Services Providers**

(Hereafter referred to as the WSP)

And

**The Sanitation Teams**

(Hereafter referred as the CBO)

# Purpose and Scope

This Memorandum of Understanding (“MoU”) defines a bilateral agreement between the Water Service Provider and the Sanitation Team. Its intent is to establish, and define activities to be carried out and clarify the roles and responsibilities of each party for accountability purposes.

# Definitions of terms and abbreviations used in this document

In the Memorandum of Understanding ("MoU"):

1. "Memorandum of Understanding” refers to partnership arrangements in terms of contributions, rules and responsibilities between:

* The Water Service Providers and
* The Sanitation Team

To improve household sanitation status within their jurisdictions.

1. "Variations" shall mean any amendments, repeal or such changes done to a section or sections of this Memorandum of Understanding.
2. "DTF” shall mean decentralized treatment facility.
3. "WSP" shall mean Water and Sanitation Company Limited which are fully owned by the County Government.
4. “Sanitation team” shall mean registered group by the county and/or department of Gender and Social Welfare involved in the processes of emptying, transporting, treating and re-use of human waste.
5. “Sanigo” shall mean a 3 wheeled motorbike modified for the transportation of UDDT matter.
6. Toilets:
7. UDDT- urine diversion dehydrating toilets
8. Pour flush- this is the toilet with a water seal that prevents odours and flies

# Partnership

## Rationale for Partnership

The UBSUP (Up-scaling Basic Sanitation for the Urban Poor) project is aimed at improving access to basic sanitation in the low income urban areas of Kenya. This is to be achieved through the construction of sanitation facilities and decentralized treatment facilities. Hence the reason behind this partnership is because the DTFs (where UDDT matter will be taken to) are owned and managed by the WSPs and emptying of the UDDTs is done by the Sanitation Team.

To achieve successful implementation and operation of the UDDTs and DTFs, there requires a partnership between the two signatory institutions which this MoU shall facilitate.

## **Aims of Partnership**

1. To develop strategic areas of cooperation that allow for the achievement of sustainable household sanitation interventions which improve the living conditions of the urban poor population through improved access to adequate household sanitation services.
2. To create an environment that facilitates the efficient and effective utilization of funds provided by the financiers for the implementation of urban poor household sanitation projects which in our case is the UBSUP Program
3. To help manage possible areas of conflicts that may arise as the program is being implemented.
4. To improve the public health situation and the living conditions of the urban population and of the urban poor in particular, by making water and sanitation services more accessible.
5. To ensure that the sanitation activities are serving the urban poor population as best as possible while generating incomes for the sanitation team

# Duration of Memorandum of Understanding

The terms of this Memorandum of Understanding shall come into effect from the date of signing and will be reviewed after every 12 months or whenever there is need to make any revisions.

# **Funding**

The main source of funding and facilitation for this partnership shall be from the Water Services Trust Fund within UBSUP Project.

# Responsibilities

## **Of the WSP shall include:**

1. Participate in planning and construction of the proposed DTF (decentralized treatment facility) and toilets.
2. Ensure sustainable operation and regular maintenance of the decentralized treatment facility (DTF).
3. Ensure compliance with all regulations, laws and by-laws relevant to the construction and running of the DTF including tariffs ,manual emptying for household UDDT, exhauster offload at the DTF site.
4. Monitoring and sharing of information relevant to the project to the other party.
5. Provide a work ticket to the sanitation team for recording of trips made by the Sanigo and how much waste is carries per trip.
6. Avail the Sanigo to the sanitation teams whenever they are requested to.
7. Avail the co-composting shed to the Sanitation for their activities of co-composting
8. Service the Sanigo on a regular basis and undertake mechanical repairs when necessary.
9. Paint the compost sorting table once in a while to make it last longer.
10. Make sure that the Sanigo has an insurance at the right date.
11. Define the tariffs to be used when charging the clients for UDDT matter collection.
12. Provide security for the Sanigo as well as the co-composting equipment for example the wheelbarrows and the spades.
13. Assist the Sanitation Team in acquiring the appropriate NEMA licenses.
14. Contact the Sanitation team when they get requests from landlords to empty their UDDT.
15. Ensure continuous training of both old and new members on emptying, transport and UDDT waste treatment.

## Of the Sanitation Team

1. Acquire the right licenses from NEMA and any other body to allow for smooth operation of their work.
2. Paint the compost sorting table once in a while to make it last longer.
3. Fuel the Sanigo during the collection of solid and/or toilet waste
4. Clean the Sanigo and any other equipment before returning to the WSP for storage.
5. Carry out basic maintenance of the Sanigo for example check at the engine and gearbox; check for the pressure in the tyres, check at the battery (voltage), etc.
6. Pay for their motorcycle insurance every year except the first year which is paid for by WSP.
7. Provide security of the assets every time they are using them. This could be from theft by the general public or even breakages.
8. Ensure they replace their protective personal equipment whenever they wear out.
9. Provide a contact person who will be in touch with the WSP contact person in case of any issues.
10. Request for adequate training in case the group has a new member on board.

# Legal Costs

The cost of legal counsel incidental to the instructions for and the preparation and execution of this Memorandum of Understanding all counterparts thereof and all documents executed in connection therewith shall be borne and paid by the parties who engaged such counsel or on whose behalf such counsel was engaged.

# Ownership of Information

Any information arising from this work is the property of the bi-party and should be made available on request to partners and target communities for the benefit of the target and partners.

# Correspondence

Any correspondence between the parties shall be effected through the offices of the Managing Director on behalf of WSP and the Chairman on Sanitation Team.

# **Variations**

1. Should circumstances warrant the variation in this agreement, either party shall have authority to revise the agreement in consultation with the other party and after issuing a 1 month notice to the other party take action as agreed during the consultation between the parties
2. Variations will only be undertaken with written reasons to be disclosed to all parties.

# Handling Disputes

1. In case of any dispute, the same shall be subjected to arbitration under the Arbitration Act under a single Arbitrator nominated by parties by consent falling in which the Water Appeal Board may arbitrate.
2. All parties shall be bound by the outcome of such arbitration.

**SIGNATURES**

Done in …………………………… (Town) on ………………………….(date) in three (3) originals, in the English language.

Signed for and behalf of:

**Water Services Provider**

The Managing Director (Name)……………………………………………

Date………………………………………………………………………....

Signature……………………………………………………………………

**Sanitation Team**

The Chairman (Name)…………………………………………………….

Date………………………………………………………………………..

Signature…………………………………………………………………..