

Memorandum of Understanding



Strengthening Waste Management Sector in India

MoHUA - UNDP

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)
AND
MINISTRY OF HOUSING AND URBAN AFFAIRS (MOHUA)
OF THE GOVERNMENT OF INDIA

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Development Programme (“UNDP”), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and the Government of India. UNDP and the Government through the Ministry of Housing and Urban Affairs (MoHUA) are hereinafter referred to individually as a “Party” and jointly as the “Parties”;

WHEREAS, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

WHEREAS, UNDP represented by India Country Office is interested in enhancing its development activities in the domain of plastic waste management, inclusive growth and improving the livelihoods of waste pickers’ community in India;

WHEREAS, the Parties wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

NOW, THEREFORE, the Parties wish to express their intention to cooperate as follows:

Article I

Purpose and Scope

Parties have a common interest in supporting efforts to strengthen waste management sector in India under the **Swachh Bharat Mission – Urban (SBM-U)**. **UNDP will serve as a Knowledge Partner to the MoHUA to support its vision of strengthening collection, segregation, recovery and recycling of all kinds of non-biodegradable waste, including plastic and other waste across the country.** Under this Knowledge Partnership, UNDP and the MoHUA will share expertise, best practices, innovation, and digital technologies to support Government of India (GoI) in achieving its vision of a cleaner and greener India.

Swachh Bharat Mission Urban 2.0 focuses on sustaining the sanitation and solid waste management outcomes achieved and accelerate the momentum generated, taking urban India to the next level of 'Swachhata'. It also includes special focus on the well-being on sanitation and informal waste workers.

Article II

Areas of Cooperation

This engagement promotes the **bilateral partnership** between the Parties for integrated **Plastic Waste Management (PWM)**. One of the key objectives of the SBM-U and UNDP PWM is to strengthen the ability of Urban Local Bodies (ULBs) to design, execute and operate non-biodegradable waste including plastic waste management in the country.

The Parties have identified the following areas in which cooperation may be pursued, with each Party operating subject to its respective mandates, regulations, rules, policies and procedures:

2.1 Areas of cooperation would cover interventions like capacity building, digital interventions, research, and development, monitoring and evaluation, inclusive growth of the waste pickers and social and behavior change communications.

2.2 Jointly work towards establishment of Material Recovery Facilities, performance indicators and related measurement systems, under SBM-U 2.0. UNDP shall work through a network of partners and service providers (private companies, civil society organizations, non-governmental organizations) that have in-depth and rich experience of waste management and recycling.

2.3 Work towards scaling up and replicating technology initiatives such as '**Smart Swachhta Kendras**' across cities.

2.4 Work towards various digital platforms and tools that strengthen systems and connects all stakeholders across the value chain. These tools may have Artificial

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Intelligence (AI), Machine Learning (ML) capabilities, which will help the ULB's to digitize the waste flow and collect the actionable data from source to the destination.

2.5 Work towards partnership with the urban local bodies and support them in creating and enhancing local institutions, systems approach to manage waste traceability for recycling and recovery of various types of waste.

2.6 Enhance access to business development services in the domain of recycling – collection/ segregation/ recovery/ traceability.

2.7 Understanding the challenges that are faced by the waste pickers' community and help them with social protection by linking them to various government schemes at both the central and state levels. This may include various indicators for efficient social inclusion of waste pickers across the country.

2.8 Specific technical areas for targeted technical assistance to MoHUA for their interventions on management of non-biodegradable waste including plastic and other waste for the state and city level service providers, and municipal governments in aspects that are critical to the implementation of urban waste management programme.

2.9 Work through specialist agencies to develop the capacity of targeted key stakeholders in management of plastic and other waste, to include methods specific to the requirements of cities.

2.10 Work towards establishment of a MoHUA-led donor technical working group to streamline implementation of national targets for collection of plastic waste and dry waste.

2.11 Work towards various e-learning tools that strengthen systems for all stakeholders across the value chain. These e-learning tools can be drawn from some of the best practices within India and across geographies.

2.12 Co-develop and implement creative, coordinated behavior change campaigns with a range of stakeholders such as development agencies, community-based organizations, waste pickers, citizens forums and market bulk generators, federations, and media agencies.

2.13 Enhanced research & development for low-cost, efficient, and sustainable technologies, which can address various challenges that are faced by the waste management sector.

2.14 Facilitate domestic knowledge exchanges for state and city level managers and service providers.

2.15 Facilitate international knowledge exchanges for central, state and city level

managers, service providers and technical support staff.

2.16 Support pilot and/or demonstration projects seeking to introduce innovative approaches, technologies to the Indian context and if successful, facilitate scale-up through SBM-U.

2.17 Encourage innovations and paradigm shift from linear to circular economy.

Article III

Consultations and Exchange of Information

3.1 The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, challenges faced in implementation of the program which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this MOU will be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

3.3 The Parties will, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities. The Parties will establish Steering Committee with appropriate structure with representation from MOHUA, UNDP, each partner and other stakeholder as may be mutually agreed. The Steering Committee is expected to meet on an annual basis in order to track the progress of the Knowledge Partnership.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations will be subject to the procedures applicable to such meetings or conferences.

Article IV

Visibility

The Parties recognize the importance of providing visibility to their cooperation under this MOU and therefore agree to acknowledge the role and contribution of each Party in all public information documentation relating to activities covered by this MOU. The Parties agree to use each Party's name and emblem in accordance with the regulations and policies of each Party and subject to prior written approval of each Party.

Article V

Term, Termination, Renewal, Amendment

5.1 The proposed cooperation under this MOU is non-exclusive and will have an initial term of [five] years from the Effective Date, as defined in Article X ("Effectiveness") [or commencing on 06-December-2021 and ending on 05-December-2026, unless terminated earlier by either Party upon two months' notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods of [five] years.

5.2 Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU which will, unless terminated or expired, continue to regulate the relationship between the Parties in accordance with the terms thereof.

5.3 This MOU may be amended only by mutual written agreement of the Parties.

Article VI

Notices

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNDP: [Srikrishna Balachandran]
[UNDP Plastic Waste Management Project, 55 Lodhi Estate, New
Delhi – 110003]

For the Government: [Binay Jha]
[Ministry of Housing and Urban Affairs, Nirman Bhawan, Maulana
Azad Road, New Delhi - 110011]

Article VII

Legal Provisions Relating to Implementation

7.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU is an expression of intent and **does not constitute a legally binding document**; (b) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein shall be construed as creating a joint venture and neither Party shall be an agent, representative or joint partner of the other Party; (d) all of UNDP's activities envisaged hereunder are subject to the availability of funding; (e) any funds received by UNDP shall be used, and all UNDP activities further to this MOU

will be carried out, in accordance with the project documents agreed between UNDP and the concerned programme government(s) where the activities will be implemented, and in accordance with the applicable UNDP regulations, rules, policies and procedures; and (f) each Party shall be responsible for its acts and omissions and those of its employees, contractors and subcontractors in connection with this MOU and its implementation.

7.2 To the extent that the Parties wish to create legal or financial obligations with respect to or resulting from any activity contemplated in this MOU, a separate agreement related thereto will be concluded between the Parties prior to such activity being undertaken.

7.3. The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto, including the necessity of entering into separate agreement(s) to regulate such issues and rights.

7.4. Ministry of Housing and Urban Affairs represents that it has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

7.5 In the event of inconsistency between any provision of this Article VII and a provision of another section of the MOU, this Article VII shall prevail.

Article VIII Settlement of Disputes

Any dispute between UNDP and the Government relating to this MOU will be settled amicably by the Parties through direct negotiation.

Article IX Privileges and Immunities

Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article X Effectiveness

This MOU will become effective on the date in which it is duly signed by both Parties ("Effective Date").

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IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

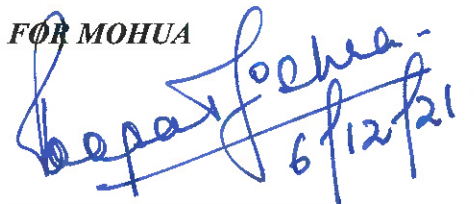
FOR UNDP



Name: **Shoko Noda**
Title: Resident Representative

Date: 06 December 2021

FOR MOHUA



Name: **Roopa Mishra IAS**
Title: Joint Secretary

Date: 06 December 2021