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Statement of Intent (SOI)

Between

Department of Housing & Urban Development

And

United Nations Development Programme

For

Collaboration with Government of Odisha in

Dry Waste Management

May 2022

This Statement of Intent (SoI) is made and entered into at Bhubaneswar, Odisha this day the 6th of May, 2022 by and between.

Department of Housing & Urban Development, Government of Odisha having its registered office at 3rd floor, Kharavel Bhavan, Unit-V, Bhubaneswar (hereinafter referred as "HUDD", which expression shall, unless repugnant to the context thereof, include its successors, Director's, and permitted assigns) party of the first part.

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AND

United Nations Development Program, having its office at 55, Lodhi Estate, New Delhi- 110003 (hereinafter called as "UNDP" and represented through Resident Representative which expression shall, unless repugnant to the context thereof, include its successors, and permitted assigns) party of the second part.

1. Scope of Statement of Intent (SoI),

The parties now do hereby record their intention to cooperate in areas of mutual interest.

- a. United Nations Development Program (UNDP) as part of its circular economy vertical, supported by various and other private sector companies has approached HUDD to collaborate to work together towards efficient dry waste and non-biodegradable municipal solid waste management as referred to in the Solid Waste Management Rules, 2016 (as amended from time to time) in state of Odisha.
- b. Both parties intend to collaborate to complement above activities through Wealth Centres (Material Recovery Facility) across the state of Odisha
- c. UNDP intends to collaborate to take forward the joint initiative to all Urban Local Bodies in the State of Odisha for waste recycling through capacity building using participatory approaches with the local community and women member of Mission Shakti Group/Transgender Group/ Waste Pickers in the State.
- d. HUDD intends to collaborate with UNDP for technical support, technology support including strengthening of Wealth Centre, prototype development of IEC materials and e-learning tools for stakeholders, market linkages of segregated/processed materials from Wealth Centres and extending hand holding support to Urban Local Bodies in dry waste, plastic waste and other non-biodegradable waste fractions as stipulated in the Solid Waste Management Rules, 2016 (as amended from time to time) and value additions.

2. UNDP will further cooperate in areas of mutual interest, such as:

- a. HUDD and UNDP intend to work towards creating a self-sustainable model in the form of Smart Wealth Centers. Further, UNDP through its existing networks intends to complement the city level interventions through market linkages from Wealth Centers under the mandate of its flagship PWM initiative running across India in association with various private sector and government stakeholders.
- b. HUDD and UNDP would jointly work towards supporting various ULBs on their existing plans to implement various cost effective and sustainable models of waste management in the smart Wealth Center (Material Recovery Facility established by the Government). This will also include digitalization and social inclusion of the Swachh Supervisors, Swachh Sathis and Swachh Karmis, in line with appropriate Government policies.
- c. UNDP shall work towards collaboration and system strengthening through downstream linkages with recyclers for various categories of waste materials from the Wealth Centres

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- d. HUDD and UNDP shall form a committee with representatives from both organizations and representation from other stakeholders as mutually agreed. This committee shall meet to review ongoing initiatives in the state of Odisha.
- e. HUDD and UNDP shall jointly encourage innovations and paradigm shift from linear to circular economy.

3. HUDD will further cooperate in areas of mutual interest, such as

- a. To carry out dry waste platform linkages and initiatives in the cities, HUDD will aim to facilitate appropriate instructions to respective ULBs, stakeholders, consultants.
- b. HUDD will support future initiatives by issuing necessary instructions through ULBs to the required stakeholders/Govt. authorized collection system for achieving effective collection and segregation of dry municipal waste.
- c. HUDD & UNDP shall work with informal markets across the State of Odisha trying to streamline them while trying to ensure that the waste collected and processed by informal waste markets is sent to pollution certified recyclers (for recyclable fractions) and to cement factories (for non-recyclable fractions). This will allow ULBs to have sustainable collaborations as well as bring traceability and accountability in the waste collected and handled by the informal markets.
- d. UNDP will explore possibilities of claiming Extended Producer Responsibility (EPR) for their donor partner in due consultation with H&UD Department in accordance with the relevant rules and regulations in this regard, keeping in view the interest of ULBs and the State.
- e. Both parties will designate a nodal person to exchange information related to intended joint initiatives to concerned stakeholders on mutually agreed basis.

4. Signatory

Neither signatory will be an agent, representative or joint partner of other signatory. Neither signatory will enter into any contract or commitment on behalf of the other signatory.

5. Public Information Documentation

The signatories recognise that the cooperative arrangements publicised and therefore agree to acknowledge the role and contribution of each organisation in all public information documentation relating to instances of such cooperation and use each organisation's name and emblem in documentation related to the cooperation in accordance with the current policies of each organisation and subject to prior written agreement of each signatory.

6. Future Collaboration

The signatories will explore possibilities to enter into future collaboration in order to further expand their partnership. The signatories recognise that this statement is strictly limited to the scope described above and does not entail any further commitments on either signatory.

7. Confidentiality of information

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Either party hereby undertake to maintain confidentiality of information obtained by either party in the course of this SoI and save as provided herein, shall not divulge any of the confidential information to any third party either during or after the termination of this SoI, and in addition not to communicate, indicate or suggest to any private party / NGO the existence of negotiations under this agreement.

8. Use of Name or Emblem

In no event will authorization to use the UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Party services. The Party acknowledges that it is familiar with UNDP's ideals and objectives as informed by UNDP to that effect and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.

9. Developing Website

Nothing in this SOI grants to the Party the right to create a hyperlink to the UNDP website. Such link may be created only with UNDP's written authorization. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

10. Joint Venture

Nothing in this SOI shall be construed as creating a joint venture or any other form of legally binding commitment.

11. Modification of SOI

In case there is need for change, modifications or update in this SoI either party may request the other party, for such change, which shall be mutually worked out on mutually acceptable terms and conditions in writing.

12. Period of Validity

- a. The parties aim to collaborate under this arrangement through the 31st December 2026 and parties may extend as per mutual understanding.
- b. Either party may terminate this SoI by giving written notice to other party one month in advance.

13. Resolving Dispute

In case of any dispute between the UNDP and HUDD, the same shall be addressed mutually by the parties.

NOW THEREOF, in view of the mutual promises and consideration set out herein, HUDD and UNDP, (each individually a "Party" hereto, and collectively the "Parties") hereby agree to be bound by the provisions of this SoI:

NOW THIS AGREEMENT WITNESS that the parties hereto have caused this SoI to be signed in their respective names as on day 6th of May and year, 2022 first above mentioned,

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For and on behalf of

Department of Housing & Urban Development, Govt. of Odisha

G. Mathi Vathanan, IAS

Principal Secretary to Govt.

For and on behalf of UNDP

Ms. Shoko Noda

Resident Representative

Principal Secretary to Govt. H & U D Department

Shoko Noda Resident Representative

Witness:

1. Namita Sahoo Section Officer H&UD Deptt

2. Soumita Loto Section Oficen 4 & VD Dept. 1. Saloni Goel
Head aicular Economy

UNDP, Inoloa.

2. Sniknishna Balachandrar

Project Manager - PWM

UNDP, New Pellini

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