

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA  
REPRESENTED BY THE MINISTRY OF INFRASTRUCTURE AND THE MINISTRY OF FINANCE  
AND ECONOMIC PLANNING

AND

THE DEVELOPMENT PARTNERS  
HEREINAFTER CALLED "PARTNERS"

FOR

COORDINATED SUPPORT TO WATER AND SANITATION SECTOR

**September 12, 2014**



## **PREAMBLE**

The Government of Rwanda hereinafter called GoR and the undersigned Development Partners hereby agree to coordinate their support to the Rwanda Water and Sanitation (WATSAN) Sector in accordance with the partnership principles and common approach set out in this Memorandum of Understanding (MoU).

**Whereas** all parties are fully aware of the strategic importance of the WATSAN Sector towards the national social and economic development of the Republic of Rwanda;

**Understanding** that the Millennium Development Goals (MDGs) refer to Water and Sanitation explicitly, and it is necessary that these Goals link with the Water and Sanitation services and poverty reduction and gender equality is clearly established;

**Desiring** to ensure the continued implementation of Vision 2020 and the Second Economic Development and Poverty Reduction Strategy (EDPRS 2) for the period of 2013-2018;

**Understanding** that the adoption of coordinated approach, will address the WATSAN Sector as whole in planning, monitoring and in allocation of resources, will facilitate the attainment of the water and sanitation related goals set out in the EDPRS 2;

**Underlining** their commitment to support a coordinated approach of work under which strategy policy development, planning, monitoring, review and capacity building in WATSAN sector are carried out as a joint effort through consultation between the GoR and signing partners' to this MoU.

Therefore the parties agree as follows:

## **PARAGRAPH 1: OBJECTIVES OF THE MEMORANDUM OF UNDERSTANDING (MoU)**

- 1.1 The GoR and the undersigned Development Partners share the common goal of enabling Rwanda to reach the targets of EDPRS 2, the MDGs and Vision 2020. To this end, they intend to coordinate their support to Rwanda's WATSAN Sector under the leadership of the Ministry of Infrastructure (MININFRA).
- 1.2 The objective of this MoU is to agree on coordinated approach between the GoR and the Partners to support the WATSAN Sector in Rwanda.

## **PARAGRAPH 2: COMMITMENTS OF GOVERNMENT OF RWANDA**

The GoR will:

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- 2.1 Assume overall leadership for coordination of the WATSAN Sector interventions by setting up WATSAN secretariat;
- 2.2 Assume that MININFRA will coordinate with other key Ministries within the GoR regarding the WATSAN Sector targets;
- 2.3 Open a dedicated bank account at the National Bank of Rwanda under the oversight of MININFRA to manage the funds channeled by partners to support the WATSAN activities;
- 2.4 Based on this agreed MoU, MININFRA will initiate the consultative process of moving toward a Sector Wide Approach (SWAP) which will conclude in partnership principles to be agreed by sector partners by the end of 2015.

### **PARAGRAPH 3: COMMITMENTS OF PARTNERS**

The partners will:

- 3.1 Provide coordinated support to the sector through the WATSAN Secretariat under the leadership of MININFRA;
- 3.2 Commit the funding for the operationalization of the WATSAN Secretariat as per annex 3 which is part and parcel of this MoU;
- 3.3 Channel, to the possible extent, their support to the sector activities through MININFRA. The support to WATSAN sector activities to other Government institutions will also be provided, where applicable, in consultation with MININFRA;
- 3.4 Appoint a lead partner representative to coordinate partners' views, act as co-chair in sector meetings and activities, and ensure harmonization of dialogue;
- 3.5 The partners will provide and share with each other and the GoR as much information as possible on the nature, value, timing and financing modality of their support to the WATSAN sector.

### **PARAGRAPH 4: PREVENTION AND SETTLEMENT OF DISAGREEMENTS**

- 4.1 This MoU is not a binding legal agreement and does not create any rights or obligations under international law or domestic laws in any jurisdiction. In the event of any conflict between the provisions of this MoU and bilateral understandings, or arrangements, the conflicting partners will mutually consult on measures to resolve the problem and possible courses of action.

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- 4.2 This MoU is intended to comply fully with the provisions of the GoR Aid Policy. The Participants will discuss through dialogue at the Joint Water and Sanitation Sector Review or at any other time prior to or after the Joint Water and Sanitation Sector Review when necessary and at a meeting of the Water and Sanitation Sector Working Group comprised of representatives of the GoR and the Partners..
- 4.3 The GoR and the Partners to this MoU will co-operate with the intention of reaching a mutually acceptable resolution to any problem arising out of the interpretation or implementation of this MoU and misunderstanding or conflict.

#### **PARAGRAPH 5: AMENDMENT**

- 5.1 The Participants will approve, in writing any amendment of this MoU. Any amendments to the provisions, operational modalities, and change of status or names of participants to this MoU may only be made through written understanding between the GoR and Partners.

#### **PARAGRAPH 6: ADMISSION AND WITHDRAWAL**

- 6.1 This MoU is open to participation by additional Partners upon written understanding among authorized representative of the signatories and such additional Partners.
- 6.2 The signatories to this MoU agree that formal, policy or budget limitations may exceptionally limit the ability of individual Partners to comply fully with all aspects of this MoU.
- 6.3 Signatories to this MoU may withdraw from this MoU with three (3) month's prior written notice of such intention to other signatories.

#### **PARAGRAPH 7: ENTRY INTO EFFECT AND DURATION**

- 7.1 This MoU will come into effect from the date of signature by the Ministry of Finance and Economic Planning, and the Chair and the Co-chair of the WATSAN Sector Working Group.



7.2 This MoU will terminate at the end of 2015 unless extended by unanimous written decision of all signatories.

**PARAGRAPH 8: ANNEXES**

Annexe 1: WATSAN Sector Work Plan 2014-2015

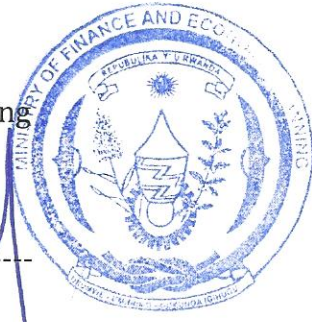
Annexe 2: WATSAN Budget 2014-2015

Annexe 3: Commitment Letters from the Partners

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Signed for and on Behalf of the  
Ministry of Finance and Economic Planning



*[Handwritten signature in blue ink]*

**Kampeta SAYINZOGA** - Permanent Secretary and Secretary to treasury

Signed for and on Behalf of the  
Ministry of Infrastructure  
(Chair of the WATSAN Sector Working Group)



*[Handwritten signature in blue ink]*

**Christian RWAKUNDA** - Permanent Secretary

Signed for and on Behalf of the  
Japan International Cooperation Agency  
(Co-Chair of the WATSAN Sector Working Group)



*[Handwritten signature in blue ink]*

for **Takahiro MORIYA** - Chief Representative, Rwanda Office