

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF RWANDA
REPRESENTED BY THE MINISTRY OF INFRASTRUCTURE**

AND

THE DEVELOPMENT PARTNERS IN WATER AND SANITATION SECTOR

ON

**THE COORDINATION OF THE SUPPORT TO THE RWANDA WATER AND SANITATION
(WATSAN) SECTOR**

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This Memorandum of Understanding ("MOU") is entered into between:

The Republic of Rwanda, represented by "The Ministry of Infrastructure (MININFRA)", legally representing the Government of Rwanda acting by and through its authorized Government Official, the Permanent Secretary, P.O. Box 24 Kigali, Rwanda, E-mail: info@mininfra.gov.rw hereinafter referred to as "MININFRA", on the one side;

AND

Japan International Cooperation Agency, having its registered office at EBENEZER House, Umuganda Boulevard, Kacyiru, Kigali, Rwanda, P.O. Box: 6878 Kacyiru, Kigali, Rwanda, E-mail: rw_oso_rep@jica.go.jp and Development Partners as co-signatories hereinafter referred to as "**Partners**" **on the other side;**

The Government of Rwanda and the Development Partners shall be collectively referred to as the "**Parties**" and individually as a "**Party**".

ALL PARTIES, in mutual recognition of their full legal capacity to act on behalf of their respective principals, make the following Recitals:

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

WHEREAS the 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 Sustainable Development Goals (SDGs) refer to WATSAN explicitly under Goal 6, and it is necessary that Rwandan WATSAN sector translate these global Goals into national objectives and indicators.

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 WATSAN related goals set out in the EDPRS 2;

DEFINING that The Government of Rwanda (GoR) is the Independent Country with the Republic Regime represented by MININFRA as the Public Institution in charge of the Development and follow up the implementation of WATSAN Policy and that WATSAN Partners are all actors (Bilateral Partners, International Organizations, International and Local NGO's and Private Investors) intervening in the Water, Sanitation and Hygiene Sector in Rwanda.

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UNDERSTANDING 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 Partners.

CONSIDERING that the GoR and Partners share the common goal of enabling Rwanda to reach the targets of EDPRS 2, Vision 2020 and to work towards the SDGs.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Article One: PURPOSE

The Parties hereby agree to coordinate their support to the Rwanda WATSAN Sector in accordance with the partnership principles and common approach set out in this MoU.

Article 2: Objectives and Scope

2.1 The Parties intend to coordinate their support to Rwanda's WATSAN Sector under the leadership of MININFRA;

2.2 The Parties agree to enhance the coordinated approach between the GoR and the Partners to support the WATSAN Sector in Rwanda;

2.3 The Parties agree to ensure effective coordination and monitoring of water, sanitation and hygiene interventions in the country towards the Sector Working Group.

Article 3: Commitments of the Government of Rwanda

The GoR shall:

3.1 Assume overall leadership for coordination of the WATSAN Sector interventions and targets by strengthening the set up WATSAN secretariat;

3.2 Assume that MININFRA will coordinate with other key Ministries and decentralized entities within the GoR regarding the implementation of WATSAN Sector targets;

3.3 Ensure effective use of funds from the Partners in collaboration with the Co-chair of the Sector working Group;

3.4 Ensure appropriate contribution to the secretariat operations notably by hosting its offices and covering the staff and operations costs other than the ones covered by the Sector Secretariat common account;

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3.5 Based on this agreed MoU, MININFRA will undertake the consultative process of moving toward a Sector Wide Approach (SWAp) which will conclude in partnership principles to be agreed by sector partners;

3.6 Conduct necessary consultations in order to appoint a lead partner organization who will coordinate the partners' views, act as co-chair in sector meetings and activities, and ensure the harmonization of dialogue between signatory parties.

Article 4: Commitments of Partners

The Partners will:

4.1 Provide coordinated and required support to the sector through the WATSAN Secretariat under the leadership of MININFRA;

4.2 Commit and disburse the funding for the operationalization of the WATSAN Secretariat through the common account subject to each partner's disbursement policies;

4.3 Channel, to the possible extent, their support to the WATSAN sector activities through WATSAN Secretariat. The support to WATSAN sector activities to other Government institutions will also be provided, where applicable, in consultation with MININFRA;

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 with respect of the harmonized approach of their support to the implementation, monitoring, evaluation and reporting systems of the WATSAN Sector;

Article 5: The WATSAN Secretariat

5.1 The coordination of the Sector activities, research, monitoring and evaluation as well as all initiatives of common interest shall be entitled to the WATSAN Sector Secretariat which is hosted by MININFRA;

5.2 The Secretariat operations and activities are to the possible extent funded through a common account as described under the paragraph 3.2 and as per approved annual budget. The funding of one or several sector activities, services or products agreed in the action plan can be also done through a direct payment by the interested partner.

5.3 For the secretariat, MININFRA employs a team of contractual staff headed by a coordinator. The numbers of staff, their job descriptions, the salary and benefits policy, their supervision and evaluation methods are agreed upon between MININFRA and Partners that will be more defined in the Internal Procedures Manual of the WATSAN Secretariat.

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Article 6: Confidentiality

6.1 The Parties shall keep all information related to this MoU confidential and shall not, without the prior written consent of the other Parties, divulge to any third party any documents, data or other information directly or indirectly provided by the other Parties hereto in connection with the MoU, whether such information has been furnished prior to, during or following completion or termination of this MoU.

6.2 The provisions of clause 6.1 shall survive the completion or termination of the memorandum.

Article 7: Reporting

7.1 A multi-year plan and annual work plans will be prepared by the Secretariat and validated by MININFRA and Partners in the Sector Working Group.

7.2 WATSAN Secretariat will report the progress of planned actions to enable tracking the implementation of the actions. Quarterly and annual activities reports shall be regularly produced and shared with all sector partners.

7.3 Quarterly and annual financial reports shall be prepared by the WATSAN Secretariat. The financial reports shall be showing the situation of Income and Expenditure accounts with due respect to agreed reporting requirements over the concerned period. The Financial reports should be in line with rules and regulations of the GoR. Financial and narrative reports shall be regularly shared and approved by all partners financing WATSAN Secretariat activities.

Article 8: Content of Memorandum of Understanding

8.1 This MoU is an independent document and supersedes all other Memorandum of Understanding, oral or written, between the Parties hereto, except any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, Indemnification or Arbitration Agreement.

8.2 This MoU contains all of the agreements and understandings between the Parties, except for those set forth in any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure or Arbitration Agreement.

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Article 9: Legal Quality

- 9.1 This MoU is intended to comply fully with the provisions of the GoR Aid Policy.
- 9.2 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.
- 9.3 The Parties agree to work cooperatively to implement the terms and intent of this MoU.
- 9.3 The Parties intend to use their best efforts in good faith to work together to achieve the Objectives of this MoU as provided in Article 2.

Article 10: Dispute Settlement and its Prevention

- 10.1 Any dispute between the Parties arising out of the interpretation or implementation of this MoU shall be settled amicably through consultation and negotiation between the Parties. The Parties 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.
- 10.2 In the event that, after ninety (90) days, the amicable settlement of a dispute failed, either Party shall be at liberty to exercise its option to terminate this MoU.

Article 11: Amendment and Termination

- 11.1 The signatories 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.
- 11.2 The Parties acknowledge and agree that their respective circumstances and priorities and individual objectives may change during the period of this MoU.
- 11.3 In such case as provided in the paragraph 11.2, each Party shall have the right freely and unilaterally, after informing the other Parties in the appropriate ways, to withdraw from this MoU at any time, without liability.
- 11.4 Any Party may terminate this MoU by a written notice. However, the Party initiating the termination of this MoU will be required to give the other Parties a thirty (30) days written notice specifying the reasons for its intention to terminate or withdrawal this MoU.
- 11.5 The withdrawal of one of the Parties shall be without prejudice of the actions undertaken within the framework of this MoU to the extent that such actions would have resulted in financial, logistical or material commitments. Signatories to this MoU may

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withdraw from this MoU with one (1) month's prior written notice of such intention to other signatories.

Article 12: Admission

12.1 This MoU is open to participation by additional Partners upon written understanding among authorized representative of the signatories and such additional Partners.

12.2 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.

Article 13: Notices

13.1 Notices to MININFRA will be sent:

To: Christian RWAKUNDA
Permanent Secretary
Ministry of Infrastructure
PO.BOX: 24 Kigali
Tel.:+250 252 585503
Institution's E-mail: info@mininfra.gov.rw

With Copy to:

Hon. Germaine KAMAYIRESE
Minister of State in Charge of Energy and Water
PO.BOX: 24 Kigali
E-mail : info@mininfra@gov.rw

13.2 Notices to Development Partners will be sent:

To: Japan International Cooperation Agency
Place of business at: EBENEZER House, Umuganda Boulevard, Kacyiru, Kigali
PO. BOX: 6878, Kacyiru, Kigali, Rwanda
E-mail: rw_oso_rep@jica.go.jp

Any party may, by notice to the other party, change its chosen address to another physical address and such change shall take effect on the eight day after the date of receipt by the other party.

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Article 14: Liabilities

It is understood that neither party to this MoU is the agent of the other and does not assume responsibility for the wrongful acts or negligence of the other Parties. Each Party shall be responsible for its negligent acts or omissions and those of its officers, employees, or agents, howsoever caused.

Article 15: Term and Validity

The period of validity of this MoU is from the date of its signature until **December 31st, 2018**, unless the Parties agree to extend its validity or to terminate it earlier.

Article 16: Effectiveness

This MoU shall be effective upon its last signature by either party and shall remain valid until its expiration date unless terminated by either Party.

“IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective parties, have signed and sealed this Memorandum.

On behalf of the Government of Rwanda
Ministry of Infrastructure
(Chair of the WATSAN Sector Working
Group)

On behalf of the Japan International
Cooperation Agency
(Co-Chair of the WATSAN Sector Working
Group)

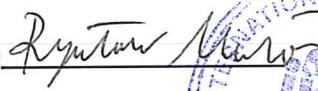

Done at..... *Kigali*

Done at..... *Kigali*



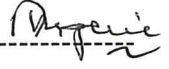
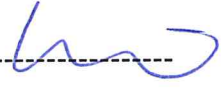

Signature _____

Christian RWAKUNDA
Permanent Secretary

Date..... *16/02/2016*

Signature _____

RYUTARO MUROTANI
Senior Representative, Rwanda Office

Date.. *16/02/2016*

Co-Signatories (partners)

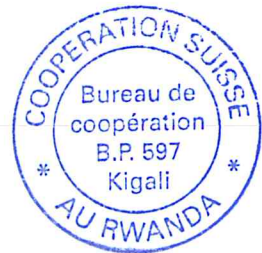
Organization	Names	Title	Signature
WaterAid	Kwizera Maurice	Country Manager	
Water for People	Perpétue Namuyenda	Country Director	
ADRA RWANDA	NGAITÉ UKUMU MGENI	COUNTRY DIRECTOR	
Swiss Agency for Development and Cooperation SNV	Cirano Ndirakobuca	Director of Cooperation	
	Eric Ndirakobuca	Act. Country Director	



Water For People



Rwanda



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