

## MEMORANDUM OF UNDERSTANDING FOR PROVIDING SAFE DRINKING WATER

This Bipartite Memorandum of Understanding ("MoU") is made on this 21st day of November, 2019.

### BETWEEN

**HUMAN WELFARE FOUNDATION**, an NGO established by a group of eminent community leaders in 2006, is dedicated in carrying out humanitarian and development programs to fight poverty and people's sufferings by working in partnership with vulnerable and at-risk communities to help the poor and those in need to live sustainable, self-reliant lives within safe and caring communities. Its main focus points include Education, Healthcare, Micro Finance & Poverty Alleviation, and Drinking Water. Its office is located at E-89, 4th floor, Hari Kothi Lane Abul Fazal Enclave, Jamia Nagar Okhla, New Delhi-110025

### AND

**ENACTUS SHRI RAM COLLEGE OF COMMERCE**, a chapter of Enactus India at Shri Ram College of Commerce (a premier institute for higher studies in Commerce and Economics in India), University of Delhi, Maurice Nagar, Delhi - 110007, has taken up 14 social entrepreneurship projects till date, some of which have been acclaimed at the national level for their potential to improve lives. It will hereinafter be referred to as "**Enactus SRCC**" (Also known as **Students' in Free Enterprise: SIFE**) which shall mean and include its representatives, successors and permitted assigns.

"Human Welfare Foundation" and "Enactus SRCC" shall hereinafter be collectively referred to as "Parties"

### PREFACE

ENACTUS SRCC, with **Project Asbah** in the water sector aims to provide clean and affordable access to clean drinking water in underprivileged areas by setting up community water plants. Human Welfare Foundation with **Vision 2026** aims to strive for holistic and sustainable development work which enable individuals to contribute towards nation building and to make India compassionate in which all citizens of the nation have the opportunity to achieve their optimum potential. Enactus SRCC and Human Welfare Foundation work towards the same purpose and would like to collaborate for setting up a water purification plant in Shikrawa, Haryana. Enactus SRCC wants Human Welfare Foundation to provide funding, on ground-assistance and expertise for the RO Plants in Shikrawa. This MOU ensures long term sustainability of the project and proper utilisation of all the resources put in through collaboration with Human Welfare Foundation for the plant set up in Shikrawa.

### WHEREAS

Shikrawa is a Village in Punhana Tehsil in Mewat District of Haryana State, India, with a Population of around 7000 residents out of which 48% are females and 56% are males. There are around 1000 households in the village and an average 7 people live in every family.

The water quality in Shikrawa is very poor and the following are the contaminants that are found in the groundwater of Shikrawa:

TDS: 3000

Magnesium: 800mg/L

Sodium: 2000mg/L

Fluoride: 3000mg/L

There are also high levels of salinity in the area.

The water quality of Shikrawa is very poor and people face problems with finding clean drinking water. Enactus SRCC and Human Welfare Foundation wish to tackle this problem by providing clean drinking water at affordable prices.

Now therefore this MoU witnesseth and it is hereby agreed by and between the Parties as follows:

### **1. Term of the MoU:**

This MoU shall commence after its signing and shall be valid for a period of 20 months, unless mutually extended by the parties hereto.

### **2. Role of Human Welfare Foundation;**

- 1) Provision of necessary area of land where the plant can be set up and borewell facilities for operation of the plant.
- 2) Provision of electricity connection for the proper functioning of the plant.
- 3) Helping with on-ground surveys, construction of filtration plant, day-to-day operations and other areas of need, if required.
- 4) Helping Enactus SRCC in conducting community mobilization activities (including Information, Education and Communication (IEC) activities) by providing on-ground assistance.
- 5) Responsible for timely monthly rent payment of Rs.15000 per month (after the first two months of operation) to Enactus SRCC, for 18 months. The first two months after the plant becomes operative would be a stabilization period and would be rent free.
- 6) Responsible for paying the salaries of the operators of the plants (Rs. 8000), the electricity costs and other operational and functional costs irrespective of the amount of revenue. Human Welfare Foundation will pay these costs first out of the revenue generated from the plant, and if the revenue is not enough, Human Welfare Foundation will have to bear these costs in its personal capacity.
- 7) In case the amount of revenue exceeds the payments to the operators and payments for electricity, operational and functional costs; the surplus, if any, should be used first to create a Reserve Fund of Rs. 3000 with Enactus SRCC for Project Asbah, and then any remaining surplus should be used to create a Reserve Fund of Rs. 3000 for IEC Activities in Shikwara. Any amount of surplus remaining after all this should be divided between Human Welfare Foundation and Enactus SRCC in the ratio 60:40.

- 8) In case the revenue is not enough to cover the costs, Human Welfare Foundation will have to pay the salaries of the operators, electricity costs, operational and functional costs. In such a case, no reserve funds for Asbah or IEC activities will be created.
- 9) Provision of help in cases of failure of submersible, or other special situations.
- 10) After 20 months of operation and timely payments by Human Welfare Foundation, the complete ownership of the plant will be entirely transferred to Human Welfare Foundation.
- 11) The selling price of water in Shikrawa using the filtration plant is to be decided on mutual basis between Enactus SRCC and Human Welfare Foundation.

### **3. Role of Enactus SRCC:**

- 1) Conducting mass surveys and Information, Education and Communication (IEC) activities in the target area after the collaboration comes into effect.
- 2) Own complete responsibility for the technology infused in the filtration plant in collaboration with DeltaPure Water India Ltd., which includes taking responsibility for the technical innovation in the RO machine, vending machine and proximity cards.
- 3) Bearing the costs of fabrication, setting up of the outer structure and taking responsibility of decoration of the plant that has been set up.
- 4) Responsible for collection of Rs.15000 per month (for 18 months after the first 2 months of operation) from Human Welfare Foundation on account of monthly rent.
- 5) Responsible for seeing that timely payments are made by Human Welfare Foundation to the operators of the plant and for electricity and other charges.
- 6) Coordinating with Human Welfare Foundation and the operators hired for managing the functioning of the plant for efficient on-ground relation and efficiency.
- 7) Bearing responsibility for bridging the gap between technology partners to increase transparency in operation and free flow of information.
- 8) Preparation of monthly financial reports of the plant and timely submission to Human Welfare Foundation to avoid discrepancy and improve financial transparency.
- 9) Advertising using the outer structure of the plant on the collaboration between Enactus SRCC and Human Welfare Foundation, and attempting to use Eco-friendly materials and products, as far as possible, for fabrication and advertising purposes.
- 10) After 20 months of operation and timely payments by Human Welfare Foundation the complete ownership of the plant will entirely be transferred to Human Welfare Foundation.
- 11) The selling price of water in Shikrawa using the filtration plant is to be decided on mutual basis between Enactus SRCC and Human Welfare Foundation.

### **4. Revision of Memorandum of Understanding:**

This MoU may be revised at anytime for any reason by either party with the mutual consent of the other Party.

### **5. Amendments and Waivers:**

No amendment to this MoU shall be valid or binding unless set forth in writing and duly executed by the Parties to this MoU. No waiver of any breach of any provision of this MoU shall be effective or binding unless made in writing and signed by the Parties purporting to give such waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

## **6. Notices**

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any Party shall be sufficiently given if provided in English language and delivered personally or if transmitted by fax or other form of recorded communication tested prior to transmission to such Party:

In the case of notice to Human Welfare Foundation, at:

Human Welfare Foundation, E-89, 4th floor, Hari Kothi Lane, Abul Fazal Enclave, Okhla, Delhi 110025.

In the case of notice to Enactus SRCC, at:

Shri Ram College of Commerce, University of Delhi, Maurice Nagar, Delhi 110007.

The notice shall be deemed to be effective upon the actual date of delivery supported by the requisite proof of delivery

## **7. Assignment**

The Parties may not assign or otherwise transfer this MoU, in whole or in part, without the prior written consent of the other Parties. Any purported assignment in violation of the preceding sentence will be void and of no effect. This MoU will be binding upon the Parties' respective successors and permitted assigns.

IN WITNESS WHEREOF the Parties to this Memorandum of Understanding have affixed their signature on the date, month and year first above written.

**General Secretary, Human Welfare Foundation**

**SIGNED, SEALED AND DELIVERED**

**For and on behalf of Human Welfare Foundation.**

**Divya Ravi,  
President, Enactus SRCC**

**Pratik Agarwal,  
President, Enactus SRCC**

**Priyanka Bhatia,  
Faculty Advisor, Enactus SRCC**

**SIGNED, SEALED AND DELIVERED  
For and on behalf of ENACTUS SRCC.**