

INDUS CONSORTIUM

For Humanitarian, Environmental & Development Initiatives

A Company set up under Section 42 of the Companies Ordinance, 1984

Indus Consortium
for Humanitarian, Environmental &
Development Initiatives

Date:

31/10/2016

Reference:

1871/2016/17



MEMORANDUM OF UNDERSTANDING

Between

Indus Consortium, Islamabad

And

Irrigation Department Government of Sindh

This "Memorandum of understanding (MoU)" is being signed between **Indus Consortium**(Party-I) and Irrigation Department, Government of Sindh, district Badin (Party-II) to Jointly carry out various activities in order to achieve objective of the project titled "Enhancing Water and Sanitation Governance, Access in 02 Union Councils of District Badin, Sindh" Funded by USAID and being implemented by Indus Consortium. The objective of this MoU is to make Joint Efforts to enhance cooperation between the department at local level and the communities to enhance water governance and access.

CONSIDERING THAT:

Indus consortium: a collaborative Platform of 3 humanitarian and development organizations I.e. Laar Humanitarian Development Program (LHDP), Doaba Foundation and HELP Foundation- is a manifestation of a Joint force of the people living around Sindhu (Indus) river basin in Pakistan. The consortium represents the unity among various groups of different ethnic, linguistic and geographic feature and their resolve to struggle for the development of the people around Indus river basin whose forefather, in the ancient ages, had developed one of the most prosperous civilization around the globe; remembered in history as Indus civilization. Indus consortium envision a democratic and equitable society where all citizen enjoy equal economic, cultural and political right and works for local communities to enhance their resilience and participation in development .

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Irrigation Department Government of Sindh

Major tasks performed by the Irrigation Department are operation and maintenance of the irrigation and flood protection system, regulation of flows of River Indus and canal systems, covering Inter Provincial and Intra Provincial Systems. Execution of development schemes and mega projects is also one of the major responsibilities. Other duties handled by the department, which are also not lesser important are dealing with the administrative matters, financial matters, Public Accounts Committee's issues irrigation cases, court cases and assembly business etc.

Policies:

The competent authority has been placed to approve the following policy for approval of irrigation cases in the commands of all the three barrages in Sindh: -

- I. There would be complete ban on: -
 - Sanction of new outlets.
 - Sanction of supplementary/temporary pipes.
 - Transfer of area from one barrage command to other barrage command.
 - Conversion of dry area into paddy.
 - Sanction of garden water.
 - Sanction of water for D class land.

- II. The powers for relaxation of ban are vested in Governor/Cabinet

Both the parties are agreed as following:

Roles of Party-I (Indus Consortium)

Indus Consortium, Badin will be responsible:

- To develop the coordination and communication mechanism with Irrigation Department District Badin.
- Organizing community through forming 20 Village Development Organizations(VDOs) and 04 Lane Organizations(LOs)
- Conduct 04-day residential training exercise for VDOs/LOs members and Government officials
- All the lodging & boarding of the trainees will be borne by Indus Consortium.
- Holding Bi-annual Citizen Assemblies in two union councils Seerani & Kadhan.
- Development of Village/Town Development Plan and analysis of annual district budget on WASH
- Conducting 48 Health & Hygiene Sessions for 1200 (approx.) participants

- Celebrating World Water Day & World Toilet Days.
- Sensitization through theater performance by youth agents of Agriculture University.

Roles of Party-II (Irrigation Department Badin)

Under the said initiative, IC plans to sensitize communities in water resources management through a focus on health and hygiene, WASH, youth engagement, formation of farmer organizations etc.

In order to accomplish the said objectives, activities that require support from Irrigation Department, Badin include but are not limited to the following:

- Nominate their focal point for coordination at local level;
- Nominate Focal Person to attend Opening Ceremony at Local Level.
- Nominate 04 -local/ district level officials for training conducted by Indus Consortium;
- Participate in all Biannual citizen assemblies;
- Participate in all field level community mobilization and coordination meetings with other stakeholders;
- Assist in providing relevant documentation/information regarding local development budget; and
- Participate in one day joint planning workshop to discuss local issues.
- Assist farmer organizations develop budget proposals on WASH schemes;

COORDINATION MECHANISM:

Coordinators/Focal Points:

Both the Parties will designate Individual as an appropriate representative to coordinate joint activities as mutually determined (given below). The Coordination of the respective party will serve as the key persons for discussion and implementation of each joint activity. In the process of execution/implementation of the activities, timely communication and consultation will be done by both of the parties.

Mr. Fayaz AliAbbasi

(Indus Consortium, Badin)

Mr. Imtiaz Abro

Assistant Executive Engineer
Kazia Sub-Division
(S.D.O Irrigation Department District Badin)

For the purpose of this MoU, usual communications will be made through e-mail/internet and meetings between the points of contacts shall be held, as deemed necessary.

Information usage

The information within the framework of the present agreement will be common to both partner and will use as per their need. Information will be public and made available to the community/ general public with mutual consensus.

Amendments

Should there be mutual interest of any other areas of collaboration between the partners, this agreement can be amended according to mutual written consent. Additions to this MoU for the purpose of renewing and updating it may be made by mutual consent exchange of letters. Such amendments will come into force on the date it is signed by the two partners.

Duration and Termination

The present MoU shall enter into force from the date of signature by the partners and will terminate on September 15, 2017 unless sooner terminated as provided by either partner, with justified cause, upon three months prior written notice. The renewal must be agreed in written by both partners.

Settlements of Disputes

Any dispute arising between the partners concerning the interpretation and application of the present MoU shall be settled mutually and amicably through negotiation between the partners.

Signed by the duly authorized representatives of the partners in two originals, on the dates indicated below:

Acceptance

We agree to the terms and condition of this MoU set out above.

Party-I

Signature: 

Name: Mr. Iqbal Haider

(Executive Director Indus Consortium)

Party-II

Signature: 

Name: Mr. Ajaz Shah

(XEN Irrigation Department Badin)