
**MEMORANDUM OF UNDERSTANDING
2017-2021**

between

MINISTRY OF SANITATION AND WATER RESOURCES

and

**IRC (INTERNATIONAL WATER AND SANITATION
CENTRE)**

on

**Building WASH Systems to Deliver the Sustainable
Development Goals**

March 2018

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
MINISTRY OF SANITATION AND WATER RESOURCES
AND
IRC (INTERNATIONAL WATER AND SANITATION CENTRE)**

This Memorandum of Understanding (MoU) is hereby made and entered into by and between The Ministry of Sanitation and Water Resources, PMB, M 60 Ministries, Accra (hereinafter referred to as "MSWR") and IRC (International Water and Sanitation Centre), a legal entity in the form of a foundation registered under the laws of the Netherlands with its registered office at Bezuidenhoutseweg 2, and of Post Office Box 82327, NL-2508 EH The Hague acting by and through its Branch Office in Ghana at Plot No. 61, H/no. 18 , Third Close , P. O Box 9531 Accra, Ghana, represented by its Branch Manager Vida Affum Duti (Mrs) hereinafter referred to as IRC). The parties herein are referred to individually as "the party" and collectively as "the parties".

WHEREAS

- A. IRC is an international think-and-do tank that works with governments, NGOs, businesses and people around the world to find long-term solutions to the global crisis in Water, Sanitation and Hygiene (WASH services) and has been duly registered under the laws of Ghana as a company limited by guarantee due to its growing portfolio of activities.
- B. IRC's role has evolved from being a 'research and knowledge broker' to playing an active role in national level dialogue, management of sector change and reform and sector development.
- C. The Government of Ghana has in 2017 created the Ministry of Sanitation and Water Resources (MSWR) to provide leadership and focus to the water, sanitation and hygiene sector.
- D. IRC's vision of "sustainable water and environmental sanitation for all" - is to ensure that all people living in Ghana have access to adequate, safe, affordable and reliable water services, practise safe sanitation and hygiene and that water resources are sustainably managed.
- E. Since its creation, the MSWR has been collaborating with a number of public and private organizations including IRC towards the realization of its vision.
- F. The parties have collaborated in the past without a formal MoU and it is their intention to continue to develop and expand on a framework of cooperation to address the key underlying causes and constraints that still prevent many people in Ghana from enjoying their right to safe, clean, accessible and long lasting WASH services.

NOW THEREFORE THE PARTIES HEREBY EXPRESS THE FOLLOWING INTENT:

This MoU defines the framework for collaboration between the parties in **Building WASH Systems to Deliver the Sustainable Development Goals.**

IRC shares and supports MSWR's fledging WASH delivery strategy which is set out in its own Strategy Document 2017-2021. The above strategy will be accomplished by undertaking the following activities:

At the national level:

- a) Supporting sector harmonisation, coordination and monitoring: IRC will collaborate with other sector partners to support the Ministry in developing a joint vision and strategic sector plan to clarify its priorities; and to establish and operationalise effective coordination and harmonisation processes for efficient and optimal use of resources to drive implementation of the sector strategic plan and track progress towards attainment of national set targets for water and sanitation;
- b) Supporting sector policy and institutional reforms: IRC will collaborate with sector partners to support the Ministry and its agencies to undertake sector assessments to inform the policy, institutional, financial and legal reforms in the water and sanitation sector.
- c) Establishing national learning hubs: IRC will establish national learning hubs for convening actors, facilitating dialogue and sharing knowledge within sector practitioners to achieve SDG 6. This will involve
 - Knowledge management and documentation of lessons from IRC Ghana's work, as well as, to encourage other partners to document and disseminate key lessons and best practices for wider sector use.
 - Continue to play an active role at the national level in sector dialogue through active participation in sector groups and for such as the WASH Sector Working Group; the NGO Mole Conference, the Basic Sanitation Stocktaking Forum etc.
 - Continue to provide financial and technical support to the Resource Centre Network Secretariat to advance sector learning and documentation using the learning alliance approach.
- d) Improving the capacity of civil society organisations for advocacy to improve transparency and accountability. IRC Ghana will support the partners to bring in lessons from the district level to feed into learning and national dialogue to improve transparency and support allied action, advocacy, and engagement in WASH and IWRM.
- e) Providing evidence for sanitation finance: supporting government to establish and manage a national inducement and performance based funding mechanisms and to explore opportunities to leverage partnership and investment for citywide sanitation.

At the district level:

- a) Establishing district learning hubs: We will establish district learning hubs for convening actors, stimulating experimentation, codifying and sharing knowledge within districts and among regional practitioners to achieve SDG 6, and leverage insights for ongoing and future projects. This will involve



- Knowledge management and documentation of lessons from the initiative in Asutifi North District and from other non-focus districts of IRC Ghana's work and to encourage other partners to document and disseminate key lessons and best practices for wider sector use.
 - Support the establishment of regional and District learning alliance platforms to promote sector learning at the local level
 - Continue to provide financial and technical support to the Resource Centre Network Secretariat to feed lessons from the district and region to national level discourse through the learning alliance platform and other sector learning platforms.
- b) District based initiative for SDG 6: Work in partnership with the district to develop a WASH master plan and budget for reaching full WASH coverage and to harness resources to support the district in building a robust and transparent system for delivering WASH goals and realising the 2030 vision. Also to work with other stakeholders in non-focus districts to implement of service delivery models for post construction support in WASH.

At the country level, the parties agree that IRC will operate through a mix of instruments including hosting agreements, MOUs and partnership agreements to be applied where necessary.

1. Obligations of IRC

IRC agrees to:

- a) Adopting an inclusive and sector-wide partnership approach and by involving and developing partnerships with full range of key partners for the implementation of activities in its Strategy Document;
- b) Maintaining communications and a constructive relationship with MSWR;
- c) Providing the conceptual and intellectual inputs on sustainability and relevant lessons from its other programmes and learning from a global perspective to MSWR;
- d) Supporting the development and mainstreaming of learning processes in the WASH sector in Ghana;
- e) Supporting learning alliances at national and district levels;
- f) Providing the financial and human resources for the implementation of the activities subject to the availability of resources;
- g) Committing to financial support of an estimated Euro 5 million for the duration of the MoU (subject to contracts);
- h) Linking MSWR and CSO partners in Ghana to the global networks, partners and experiences, as well as taking a leadership role in the communication and sharing of learning outputs from IRC Ghana;
- i) IRC generating evidence, building capacity and providing decision support tools to MSWR and its agencies to establish the enabling policy, institutional, financial and legal frameworks required to improve delivery of WASH services;
- j) Supporting MSWR to establish processes and platforms to coordinate initiatives and leverage resources for the Sector Strategic Plan;
- k) Documenting evidence and providing decision-support tools for sector policy review, institutional realignment and reforms;



- l) Positioning itself as a national hub to provide backbone support to strengthen national WASH systems, and to leverage partnerships to improve the delivery of WASH services.

2. Obligations of MSWR

MSWR agrees to:

- a) Providing leadership from the GoG side through guidance of the policy and legislation processes to create a conducive working environment for IRC Ghana;
- b) Ensuring inter-ministerial collaboration and providing platforms for IRC Ghana to engage and interact with other ministries including the Ministry of Finance, Ministry of Local Government, Ministry of Health, Ministry of Education, Ministry of Gender and Women, and others;
- c) Providing inputs and guidance on program implementation activities and studies (e.g. by reviewing TOR and protocols);
- d) Scaling-up of tested and proven outcomes and related models developed and adapting the existing documents to support the sector uptake;
- e) Supporting the strong involvement of the ministry directorates, agencies and the districts in the implementation of the activities at national and district levels.

3. Management

The management of this MoU at MSWR is with the Chief Directorate of the ministry and at IRC with the IRC Ghana Country Director who will communicate and report to IRC in The Netherlands. The functioning and progress of the objectives of this MoU will be jointly reviewed by MSWR and IRC on a yearly basis.

4. Duration

This MoU shall come into effect from the date first above mentioned (March 2018) and shall remain in force until the end of 2021, subject to continued operation and existence of IRC in Ghana.

5. Modifications

This MoU shall be modified or amended only by written consent or agreement between the parties;

6. Participation in Similar Activities

This MoU in no way restricts either party from participating in similar activities with either public or private agencies, organizations and individuals.

7. Termination

In the event that the parties are unable to reach an agreement for the execution of the proposed project, each party shall have the right to withdraw from this MoU by giving either party one month's prior written notice to that effect without any legal or financial recourse against the other.

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8. Confidentiality

- i. Any information provided by either party in connection with this MOU shall be held in strict confidence unless such information is:
 - a. Required to be disclosed by operation of law or any binding judgment or order or any requirement of a competent authority;
 - b. Reasonably required to be disclosed in confidence to either party's professional advisers or employees for use in connection with the proposed project and/or matters contemplated therein;
 - c. All rights to intellectual property originating in information or relating to such information shall be exclusively owned by the party disclosing such information. The party receiving such information may only utilize or reproduce such information in respect of matters relating to, connected with, arising out of this MOU or for purposes of the proposed project;
- ii. The confidentiality obligations of the parties shall terminate on the expiration of this MOU or upon the expiration of any further of any extension to this MOU as the parties may agree.
- iii. No public announcement or press release in connection with the subject matter of this MOU shall be issued for and on behalf of either party without prior written approval of the other except as may be required by law or any competent government organization.

9. Governing Law and Jurisdiction

This MOU shall be governed by the Law of the Republic of Ghana;