

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PUDUCHERRY URBAN DEVELOPMENT AGENCY
AND
PONDICHERRY MUNICIPALITY
AND
RECITY NETWORK PVT. LTD.**

This Memorandum of Understanding is entered into at LAD office on 23.11.2020 ("MOU")

By and between

The Puducherry Urban Development Agency (hereinafter "PUDA")

And

Pondicherry Municipality, the Urban Local Body in-charge of implementing the Integrated Solid Waste Management project in the city of Pondicherry (hereinafter "Municipality")

And

Recity Network Pvt. Ltd (hereinafter "Recity"), headquartered in Mumbai, Maharashtra.

PUDA, Recity and Municipality are, hereinafter, individually referred to as a "Party" and jointly "Parties".

Whereas PUDA develops State Urban Poverty Programme and policy within the overall state urban strategy. It assesses the program, plan, coordination and monitors the State Training Plan. Mobilize resources and determine allocations based on the need and performance. Guide and supervise the programme implementation. Report the programme status monthly or as per the requirement from time to time to the Department of MoH&UPA. Out of its numerous activities/projects and schemes being implemented, Deenadayal Antyodaya Yojana- National Urban Livelihood Mission (DAY-NULM) and Swachh Bharat Mission (Urban) are the highlighting schemes being implemented by PUDA.

Whereas Municipality shall be the implementing agency for the ISWM project while PUDA will be the facilitating agency.

Whereas Recity is a city resource management organization, with focus on waste as a resource that provides decision support, capacity building and behaviour change services in solid waste management and circular economy through the implementation of MSWM, 2016 Rules;

Whereas, the Parties share similar missions to collaborate for effectively diverting waste towards scientific waste processing, and wish to cooperate in areas of mutual

Whereas, the Parties share similar missions to collaborate for effectively diverting waste towards scientific waste processing, and wish to cooperate in areas of mutual concern and provide required support to Enable Integrated Solid Waste Management System (“ISWM Project”) within the limits of Pondicherry Municipality (Municipality);

The core objectives of the ISWM project are:

1. Scientific processing of waste
2. Waste Worker Professionalization
3. Implementation of SWM 2016 rules

Whereas, the Parties intend to enter into this MOU regarding implementation of ISWM Project to transform Pondicherry Municipality into Cleanest Coastal City through Waste as Wealth in three phases on the terms and conditions as set forth herein below.

Now, therefore, the Parties wish to express their intention to cooperate as follows:

Article I Purpose and Scope

The purpose of this MOU is to provide a framework of cooperation between the Parties and to facilitate and strengthen collaboration between the Parties, on a non-exclusive basis, in order to effectively implement the ISWM Project.

The Parties agree that the ISWM Project shall be executed in 3 phases:

- Phase I – November 2020 to March 2021: Baseline Study, Pilot & Detailed Project Report
- Phase II – April 2021 to March 2022: Scaling activities and Implementing ISWM
- Phase III – April 2022 to March 2023: Implementing ISWM and hand-over

The detailed areas of collaboration between the Parties are set forth under Article II hereto.

Article II Areas of Cooperation

2.1 The Parties intend to cooperate in the following areas of activity for Phase I, II, III. The Parties hereby agree that the detailed areas of collaboration and each Parties roles and obligations under Phases II and III shall be mutually agreed to, in writing, on completion of Phase I.

(A) Phase	(B) Collaboration area	(C) Recity's responsibilities	(D) Pondicherry Municipality's responsibilities
I	Baseline and Gap Analysis	Recity to conduct baseline study of the ISWM System within the limits of Pondicherry Municipality, and conduct a gap	(i) Municipality to grant approval to Recity for conducting a baseline study, and assist Recity to gather

		analysis as per Swachh Bharat Mission 2016 mandate and the guidelines mentioned therein	<p>information from city profiling and through interaction with relevant stakeholders</p> <p>(ii) Municipality and/ or other local agencies under the direction of Municipality, shall provide a letter to the waste concessionaire notifying them of the approval of the ISWM Project and the facilitating collaboration between the waste concessionaire, Sanitation team, other Concerned Agencies/ Departments, and Recity to execute the same.</p> <p>(iii) Allocating time for review meeting every month to discuss the challenges, achievements, and way forward.</p>
I	Pilot Infrastructure	<p>(i) In alignment with Municipality, Recity shall develop Waste Recovery Model, which may include facility upgradation or Material Recovery Facility (MRF) in accordance with sub-point (ii) hereunder. The Waste Recovery model shall cater to the dry waste incident from the designated pilot area to be determined in alignment. The feasibility of the Waste recovery shall be evaluated thereby informing the viable strategy for a streamlined ISWM System for the entire city of Pondicherry (“the City”) in the Detailed Project Report (DPR).</p> <p>(ii) The Waste Recovery model shall accommodate recovery of waste material incident from domestic waste collected.</p>	<p>Municipality shall appoint a nodal point of contact for the implementation of the ISWM Project</p> <p>(i) Municipality shall create a committee to review the ISWM project annually</p> <p>(ii) Municipality shall provide a land of 6,000 – 7,000 sq. ft. for the implementation of the Waste Recovery model in a mutually identified area within the City (“Allocated Land”).</p> <p>(iii) Municipality shall grant permission to Recity to implement the Waste Recovery model and/ or construct the MRF on the Allocated Land.</p> <p>(iv) Municipality shall provide support with basic utilities for the Waste Recovery model such as – electricity, water, security to prevent theft of the segregated waste and other utilities, including road space around the facility</p>

			that allows access for vehicle movement to transport the waste etc.
I	Pilot IEC	<p>(i) Recity shall conduct door-to-door [*] (Information Education and Communication – IEC Activities”) for raising awareness about waste segregation and appropriate methods of disposal. Such IEC activities will initially be conducted within the pilot area, as mutually identified between the Parties, and subsequently throughout the City.</p> <p>(ii) Recity shall also conduct public awareness campaigns and clean-up drives to ensure behavioral and visible change in pilot area and subsequently throughout the City.</p>	<p>(i) Municipality and its agencies to provide review of the same, and grant requisite permissions and approvals for conducting IEC Activities within the pilot area, as mutually identified between the Parties, and subsequently throughout the City.</p> <p>(ii) Municipality shall offer support in approvals, permissions, and access through public relations infrastructure, city stakeholders, and government agencies.</p>
I	Detailed Project Report	<p>Along with results from the pilot and a thorough analysis of the potential technologies for waste disposal, Recity shall prepare and submit a Comprehensive Project Implementation Model and Report to PUDA and Municipality for the set-up of Waste Disposal Units to process Dry and Wet waste on a day-to-day basis (“Detailed Project Report” or “DPR”).</p>	<p>(i) Provide support through review of the interim drafts of the DPR and share comments with such time as mutually agreed.</p> <p>(ii) PUDA and Municipality shall approve the final Implementation Model and DPR, and facilitate delivery of implementation of the Proposed Model.</p>
I	Waste Management Professionalization	<p>(i) Conduct occupational survey as a part of the baseline study to identify gaps and suggest strategies to improve quality of life for waste workers.</p> <p>(ii) Conduct medical camps, provide ID cards, and offer protection kits as a one-time investment for protection against CoVID-19.</p>	<p>(i) Provide permission for Recity to professionalize waste workers for achieving access to national schemes for upliftment</p> <p>(ii) Acknowledge right of waste workers and allow for taking strategic decisions where deemed fit, at such rates decided at the sole discretion of the operating partner.</p>

II	Digital Monitoring	Conduct door-to-door property survey and install QR codes on metal plates at door-step for digital monitoring of ISWM Project implemented across the City.	Provide permission for conducting door-to-door survey and deploying digital monitoring application.
III	Scaling	<p>Based on a pilot implementation, Recity shall:</p> <ul style="list-style-type: none"> (i) Scale the ISWM Project which will include development of infrastructure and IEC across 42 wards of Pondicherry Municipality area. (ii) Implement Waste Recovery model as per DPR. (iii) Scale IEC and digital monitoring activities from the pilot area to the City. (iv) Ensure professionalization of waste workers and informal rag pickers through the City. 	<ul style="list-style-type: none"> (i) Municipality shall extend permissions as granted in the pilot to scale the ISWM Project from the pilot area to other wards, and zones across the City. (ii) Municipality shall also extend permissions as granted in the pilot to Recity, thereby granting access to information, assistance from concessionaire, and other project implementation requirements as recommended in the DPR and from the pilot area to other wards, and zones across the City.

2.2 In view of the purpose set forth above and because the Parties believe that their individual strengths can create valuable synergies to achieve their mutual goals, they believe that it is important to cooperate with each other in the following areas:

- Sharing of information required for the ISWM Project
- Involve in development of reports and studies related to the ISWM Project and participate in analysis
- any other related complimenting activities related to the ISWM Project

2.3 The Parties hereby agree that the Waste Recovery model shall be implemented on the model as set forth under Annexure I hereto.

2.4 The responsibilities as set forth against "(D) Pondicherry Municipality's Responsibilities" shall be agreed upon by the Municipality, and its subsidiary agencies, and the Municipality shall, agree upon the individual responsibilities under this MoU.

Article III
Consultation and Exchange of Information

3.1 The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this MOU will be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

3.3 The Parties will, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations will be subject to the procedures applicable to such meetings or conferences.

Article IV
Use of Name, Emblem, and Publicity

4.1 Neither Party will use the name, emblem or trademarks of the other Party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case. In no event, will authorization to use the PUDA, Municipality or Recity's name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by both Parties its services, unless approved in writing by such Party.

4.2 The costs of public relations activities, if any, relating to the collaboration under this MOU will be borne by Recity.

4.4 The Parties will recognize and acknowledge this collaboration, on public platforms, as appropriate. To this end, the Parties will consult with each other concerning the manner, content and form of such recognition and acknowledgement, and mutually agree on the same prior to such publication, recognition, and acknowledgement.

Article V
Term, Termination, Renewal, Amendment

5.1. This MOU shall be effective from the date of execution hereof and shall remain in effect for a period of 3 (three) years from the date of execution and may be extended, in writing, at the mutual decision of both the Parties.

5.2 The Parties shall enter into agreements with different stakeholders to ensure effective implementation of the ISWM Project, on such terms and conditions as mutually agreed to, at the time. Such agreements shall not affect the validity and existence of this MOU and shall co-exist along with this MOU, unless otherwise specified

5.3 Expiry of this MOU will not affect any of the other agreements, entered into by the Parties with stakeholders for executing the ISWM Project, which will, unless terminated or expired, continue to regulate the relationship between the Parties in accordance with the terms agreed to thereunder.

5.4 This MOU may be amended only by mutual written agreement of the Parties.

Article VI
Representations

Recity represents that it is a private limited company duly set up under the laws of India. The Parties hereby represent to each other that they each have the necessary authority, and legal capacity to enter into this MOU and perform their obligations hereunder. The Parties hereby represent to each other that the person signing this Agreement on behalf of such Party has the authority to so sign and execute it on behalf of the Party for whom he is signing so as to create binding obligations on such Party.

Article VII
Settlement of Disputes

7.1 The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU.

7.2 If the dispute is not resolved through friendly consultations within thirty (30) days from the date of first attempting bi-lateral discussions, then either of the Parties may refer the dispute to a sole arbitrator for resolution by arbitration. Such arbitrator shall be mutually decided by both the Parties. In case of disagreement as to the appointment of the sole arbitrator, the arbitration proceedings shall be conducted by an arbitral tribunal consisting of three arbitrators, one appointed by each party and the third appointed by the two appointed arbitrators.

7.3 The Arbitration proceedings shall be governed by Indian Arbitration Act, 1996. The seat, or legal place, of arbitration shall be U.T. of Puducherry, India and the arbitration award shall be in writing and shall be final and binding on the Parties.

Article VIII
Legal Provisions Relating to Implementation

8.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU constitutes an expression of intent only and not a legally binding document; (b) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein shall be construed as creating a joint venture and neither Party shall be an agent, representative or joint partner of the other Party; (d) all of Recity's activities envisaged hereunder are subject to the availability of funding; and (e) each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

8.2 In the event of inconsistency between any provision of this Article VIII and a provision of another section of the MOU, this Article VIII shall prevail.

Article IX
Engagement with Agencies and Stakeholders

9.1 Due to the unique nature of the challenges as per geographical context, it is advisable to intervene with solutions that are tuned to the needs. The tuning could be achieved through a constant process of prototyping and testing, possible through a project pilot. Since the Waste Recovery model shall be one-of-its-kind initially, PUDA and Municipality will offer full support to Recity to test the feasibility and viability of such solution.

9.2 The Operating Partner shall be appointed as mutually agreed by PUDA, Municipality and Recity. The operations of the Waste Recovery model through facility upgradation or MRF shall be defined as per a mutually signed agreement between the Municipality, Recity, and an Operating Partner appointed for the said purpose of operations and maintenance of the facility. The terms of operations for the partner shall be determined in a subsequent agreement.

9.3 Recity shall reach out to the stakeholders within the City to share relevant information on an as-need basis to effectively implement and execute the ISWM Project.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

**FOR PUDA:
PROJECT
OFFICER(HQ)**

**PROJECT OFFICER
PONDICHERRY URBAN DEVELOPMENT AGENCY
PUDUCHERRY**

Date: 23 .11.2020

**FOR
MUNICIPALITY:
COMMISSIONER**

**COMMISSIONER
PONDICHERRY MUNICIPALITY
PUDUCHERRY.**

Date: 23 .11.2020

FOR RECITY:

Suraj Nandakumar

Founder, CEO

Date: 23 .11.2020

ANNEXURE I – WASTE RECOVERY MODEL

INTRODUCTION

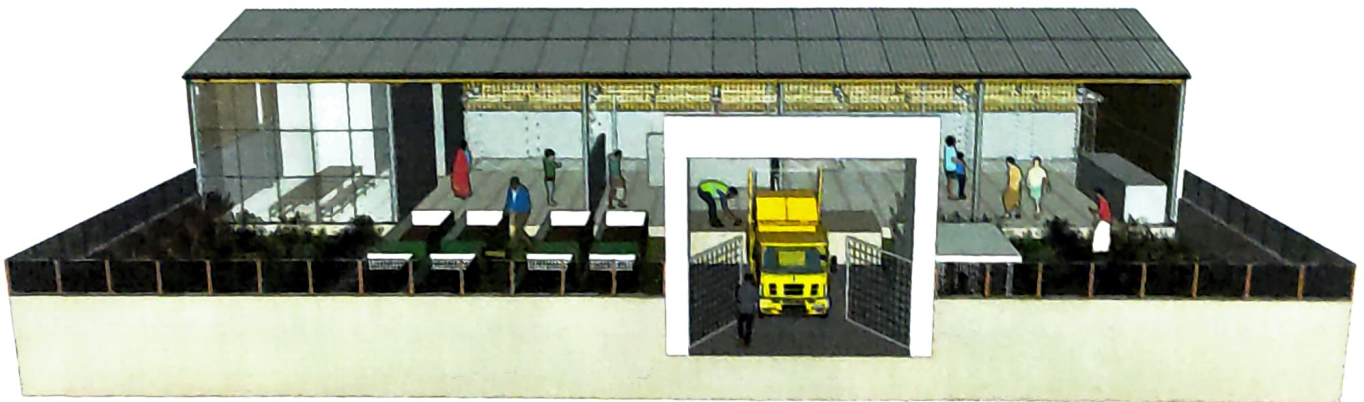
The recent paradigm shift in Solid Waste Management is from ‘Managing Waste’ to ‘Managing Resources’. This shift is due to the studies that have revealed that every part of the waste is resourceful in nature. The two main objectives for the Waste Recovery Model, which may include facility upgradation or Material Recovery Facility (MRF) (also known as Sanitation Park or Dry Waste Collection Center (DWCC) is to – divert waste from the landfill at the zonal level and enhance the resourcefulness of the waste generated on a daily basis.

MUNICIPAL WASTE MANAGEMENT AT WASTE RECOVERY MODEL:

The core objectives of the facility will be executed through the effective management of Dry Waste within the Waste Recovery Model. Additionally, as per the availability of land-use, requisite permissions, and consultation with stakeholders. The waste that is collected from the Property Units will be transported to the Waste Recovery model for management of the same. The management of the different types of waste will be done in the following areas of the Park:

- (i) Waste Tipping and Sorting Area
- (ii) Recyclable Waste Storage Area

The graphical representation of a sample MRF is as given below:



FUTURE OF WASTE RECOVERY MODEL:

The effective and efficient management of waste will create an awareness amongst the citizens that waste is a matter of significance. With a success story created, the Waste Recovery model can be expanded into a recreational area and an interactive space where students, senior citizens, families can occasionally visit the space for leisure, while learning how effectively and systematically their waste is managed.

This can be a multi – stakeholder platform to drive and sustain sanitation interventions, even people can organize their meetings/public awareness programs, SHG training/Meetings etc.

OPERATING MODEL:

The operating model of Waste recovery shall be outlined in the Detailed Project Report.

REQUIREMENTS FROM ADMINISTRATION:

To create a success story for the Pondicherry Municipality, Recity would, in addition to the areas of collaboration as set forth under Article II of the MOU, require the following support from Pondicherry Municipality and the respective departments within:

- (i) Plot of land of 6,000 – 7,000 sq. ft. with
 - a. Road space around the Allotted Land for vehicle transportation
 - b. Access to Electricity, Water and other Utilities
 - c. Security for prevention of theft of segregated waste
- (ii) Letter to waste concessionaire to share information pertaining to waste management and ensure collaboration between the waste concessionaire and Recity.
- (iii) Requisite licenses and permissions to Recity to implement the Waste Recovery model on the Allocated Land.