



MEMORANDUM OF UNDERSTANDING

between

The **INTERNATIONAL ASSOCIATION OF WATER SUPPLY COMPANIES IN THE DANUBE RIVER CATCHMENT AREA (IAWD)**

and

The **MANAGING INSTITUTIONS OF THE DANUBIS WATER UTILITY PERFORMANCE DATA COLLECTION AND MANAGEMENT PLATFORM (MIs)**

WHEREAS, The **International Association of Water Supply Companies in the Danube River Catchment Area** (hereinafter referred to as “IAWD”) has the interest to facilitate, among all countries of the Danube River Catchment Area, the sharing and use of utility performance information with the aim of improving the sector’s overall situation;

WHEREAS, the **Managing Institutions of the DANUBIS Utility Performance Data Collection and Management Platform** (hereinafter referred to collectively as the “MIs” and individually as “MI”) have the interest to assess and improve the performance of water and wastewater companies in their respective countries (hereinafter referred to as the “Participating Countries”) and against regional benchmarks;

CONSIDERING that, IAWD and the MIs (hereinafter referred to as the “Parties”, and individually, each a “Party”) wish to formalize a basis on which the Parties will collaborate in the joint development and management of a Platform for the collection and management of water and wastewater company performance data (hereinafter referred to as the “DCM Platform”) separate from, but complementary to the DANUBIS.org Water Platform;

FOLLOWING the parties’ efforts and joint actions taken so far with financial and technical support from the World Bank / IAWD Danube Water Program (hereinafter referred to as “DWP”), and in particular the initial development of the DCM Platform; as well as the technical support of the staff of the World Bank; and the International Benchmarking Network (hereinafter referred to as “IB-Net”);

NOW, THEREFORE, the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the “MoU”), as follows:

ARTICLE 1. OBJECTIVES

- 1.01 **MoU.** The objective of this MoU is to formalize the governance framework under which IAWD and the MIs will jointly operate the DCM Platform.
- 1.02 **Platform.** The objective of the DCM Platform is to allow MIs to collect, validate, manage, share and report the performance data and indicators of the water and wastewater utilities in

their respective countries, so as to assess and improve the performance of services in the Participating Countries.

ARTICLE 2. REGIONAL GOVERNANCE

- 2.01 **Steering Committee.** All formal decisions related to the development, operation, maintenance and financing of the DCM Platform at regional level will be taken by a Steering Committee comprised of one representative of IAWD, and one representative of each of the MIs. One representative of the World Bank will participate as an observer only without decision power. The representatives will be designated by their respective institutions.
- 2.02 **Secretariat.** IAWD, through its technical secretariat, will assume the Secretariat of the Steering Committee, including preparing and facilitating the meetings of the Steering Committee and drafting and circulating minutes of the decisions taken.
- 2.03 **Steering Committee Meetings.** The Steering Committee will meet at least once a year or more often, at the proposal of its Secretariat or any MI. Prior to each meeting, the Secretariat will circulate an electronic communication to all MIs stating the decision(s) to be made and providing any necessary background information. MIs will be offered the possibility to participate in the meetings remotely.
- 2.04 **Decisions.** Decisions will be taken by consensus whenever possible, and by simple majority of the MIs and IAWD representatives in attendance or virtual attendance in case of disagreement. In case of a tie, the vote of the IAWD representative will determine the decision.
- 2.05 **Decisions between meetings.** If formal decisions are necessary in-between meetings, the Secretariat will have the possibility to organize a virtual decision process; such decisions will be taken on an absence of objection basis within a reasonable time. Should any MI or IAWD representative object, a full meeting of the Steering Committee will be convoked.
- 2.06 **Operational Decisions.** Operational decisions related to the implementation of the formal decisions of the Steering Committee will be taken by the Secretariat. However, the Secretariat will operate under the oversight of the Steering Committee also for those operational decisions and any member of the Steering Committee will be entitled to request an update or explanation with regards to operational decisions.

ARTICLE 3. NATIONAL GOVERNANCE

- 3.01 **One MI per country.** Each country will have only one MI, unless the Steering Committee agrees otherwise on an exceptional basis. Should the circumstances call for a change of MI in the respective country, the dispositions of Article 9.03 will apply.
- 3.02 **National governance.** Each MI will define, in coordination with other relevant actors in its country, the necessary information sharing, coordination and/or decision-making arrangements and mechanisms related to the implementation, operation, maintenance, and financing of the DCM Platform the country. Those arrangements and mechanisms will also cover the provision of access to the database to ensure that the data and information is available to inform a wide range of decisions and actors' activities.

ARTICLE 4. OWNERSHIP

- 4.01 **Initial DCM Platform.** The formal ownership of the initial DCM Platform developed under financing from DWP is with IAWD, which has commissioned its development on behalf of the Steering Committee. Should IAWD decide to withdraw from its role and responsibilities as per Article 9.04, it will have the obligation to cede and transfer the full ownership and right of use of the Platform to whichever alternative organization is determined in the sense of Article 8.01.
- 4.02 **Further Developments.** Unless agreed otherwise by the Steering Committee, further developments of the Platform will also be formally under the ownership of IAWD or any follow-up organization as determined in the sense of Article 8.01, irrespectively of their source of financing and contracting.
- 4.03 **Right of use.** Within the context of this MoU and in its relationship with any current or future MI from the Danube region, IAWD will not use the DCM Platform for any profit making objective, nor will it require any license for its use. IAWD will operate the DCM Platform strictly under the oversight and directions of the Steering Committee. Possible usage or licensing to partners outside of the Danube region will be discussed on a case-by-case basis within the Steering Committee.
- 4.04 **National Data.** The formal ownership of the data deposited in DCM Platform remains with the respective MI which has contributed to its collection. The respective MIs remains free to use, share, analyze or disclose the data it has contributed in any way it considers useful, without regards to the opinion of the other members of the Steering Committee. Notwithstanding this point, each MI will strive to ensure that the data and information collected is as widely available and used as possible to it becomes a national repository of information informing the sector's activities, rather than a private database.
- 4.05 **Centralized Data.** The data collected through the DCM Platform data will be stored in a central database on a server managed by IAWD or a third party contracted by IAWD. The data will not be accessed, used or shared by IAWD, whether publicly or privately, in any way not explicitly foreseen by this MoU or approved by the Steering Committee. Should IAWD determine that it cannot fulfil its obligation in the sense of Article 6, it will have the obligation to transfer and relinquish all centralized data to whichever alternative organization is determined in the sense of Article 8.01.
- 4.06 **Hosting of DCM Platform.** The arrangements for hosting of the DCM Platform will be established taking in mind the trade-offs between access reliability and data security, and operating costs. IAWD will make a proposal to the Steering Committee, which will approve the initial arrangements and any significant change. IAWD will not be held liable for any damage, whether in terms of loss of access, loss or theft of data, suffered by the MIs as a result of the failure of the hosting provider and arrangements agreed by the Steering Committee.
- 4.07 **Data sent to IB-Net / DANUBIS.** The data transmitted to IB-Net / DANUBIS on an annually basis in the sense of Article 7.01 h) will not be considered the exclusive ownership of the MI but rather will become part of the overall common IB-Net database, and managed under IB-Net's discretion. The related indicators will be made available to all and anyone in the region

and beyond through the IB-Net and DANUBIS platforms, and IB-Net will have discretionary right to distribute the underlying data for research use.

ARTICLE 5. IMPLEMENTATION PHASES

- 5.01 **Launch Phase.** The DCM Platform launch phase will start with the entry in force of this MoU and end when the first MI has successfully put the Platform into regular operation in its country.
- 5.02 **DWP support Phase.** The DCM Platform DWP support Phase will start at the end of the Launch Phase and end on December 31, 2018, the current date of closing of the DWP.
- 5.03 **Post DWP Phase.** The DCM Platform post DWP Phase will start at the end of the DWP support Phase and continue until the MOU is terminated in agreement with the requirements of Article 11.

ARTICLE 6. OBLIGATIONS OF IAWD

- 6.01 **General obligations.** IAWD will act at all time in a way that promotes the success of the MOU and DCM Platform success. IAWD will in particular:
 - a) Provide Secretariat function for the Steering Committee.
 - b) Participate in the Steering Committee meetings and actively contribute to the discussions.
 - c) Implement the Steering Committee decisions that relate to its obligations.
 - d) Maintain the hosting of the DCM Platform as well as its underlying database, in respect with the agreed arrangements in the sense of Article 4.06.
 - e) Actively facilitate the discussions with potential Participating Countries.
 - f) Diligently alert the Steering Committee in case it is not in a situation to continue ensuring its Obligations under this MoU; and in such case facilitate discussions among MIs with regards to alternative arrangements.
- 6.02 **Launch Phase.** In addition to the general obligations, during the launch phase, IAWD will:
 - a) Develop the DCM Platform and ensure the feedback and requests of MIs and the Steering Committee are taken into account to the extent reasonably possible;
 - b) Ensure the preparation of training materials, in English language, covering the needs of the various users of the DCM Platform.
 - c) Organize the training of representative of MIs.
 - d) Prepare an initial proposal for the hosting of the DCM platform in the sense of Article 4.06, for Steering Committee approval.
- 6.03 **DWP support Phase.** In addition to the general obligations, during the DWP support Phase, IAWD will:
 - a) Ensure that the DCM Platform is maintained and possible bugs are addressed.
 - b) Provide limited technical support to MIs.
- 6.04 **Post DWP Phase.** In addition to the general obligations, during the Post DWP Phase, IAWD will:

- a) Facilitate discussions with regards to alternative financing and organization arrangements for the DCM Platform.
- 6.05 **Delegation of obligations.** At any point in time, IAWD can decide to delegate part of its obligations to a third party, in particular with regards to the development, maintenance and support for the DCM Platform. However, any delegation, or change of delegation agreements, would require an approval from the Steering Committee.
- 6.06 **Costs.** During the Launch and DWP Support phases, IAWD will bear all costs of complying with its obligations under this MoU. However, during the Post-DWP Phase, IAWD will be entitled to be fairly reimbursed by the MIs for the costs associated with complying with its on-going obligations under this MoU. To this end IAWD will prepare, in a timely manner, a proposal for the Steering Committee's review and approval on how such costs should be fairly shared. Should no agreement be found, the dispositions of Article 8.01 will apply.

ARTICLE 7. OBLIGATIONS OF THE MIS

- 7.01 **General obligations.** The MIs will act at all time in a way that promotes the success of the MOU and DANUBIS SCM Platform success in their respective country and at regional level. The MIs will in particular:
 - a) Manage the Platform and the related data collection and validation process in their respective countries, by assigning the sufficient administrative and managerial staff resources.
 - b) Actively promote the use of the DCM Platform for the collection and management of country-wide utility performance data.
 - c) Lead the national-level information-sharing, coordination and decision-making mechanisms and arrangements with regards to the DCM Platform, referred to in Article 3.02.
 - d) Take all possible steps to ensure the data collected under the DCM Platform is used to inform policies and improve utility performance within and beyond the MI's, including, as needed, by granting access to the necessary data and indicators to other institutions at national or local level.
 - e) Participate in the Steering Committee meetings and actively contribute to the discussions.
 - f) Implement the Steering Committee decisions that relate to their obligations.
 - g) Acknowledge their participation in the DCM Platform and encourage counterparts from other countries to participate as well.
 - h) Annually submit to the IB-Net team, through the World Bank, the full set of IB-Net data for all utilities in the DCM Platform, for publication on IB-Net and DANUBIS.org portals.
 - i) Extract regularly the data stored on the DCM platform to ensure it is safeguarded and accessible in case of a failure of the platform.
 - j) Ensure that its actions and commitments under this MoU are compatible with the relevant legal requirements in their respective countries.
- 7.02 **Launch Phase.** In addition to the general obligations, during the Launch Phase the MIs will:

- a) Ensure the translation of the Platform and any necessary support material (in particular the training manuals) in their respective national language or languages, as necessary.
- b) Prepare and input historical data from previous years, as necessary (data already available or provided in the IB-Net format will be automatically incorporated).
- c) Provide any information necessary for IAWD to customize the Platform, in particular logos, texts, login information and list of variables and indicators.
- d) Participate in the regional training of MIs organized by IAWD.
- e) Conduct the necessary setup, validating and piloting of the Platform in the country's circumstances.
- f) Train utilities and their staff in the use of the Platform.

7.03 **MI's joining after the Launch phase.** In the case of MIs joining the DCM Platform after the Launch Phase is completed, its initial obligations will be the same as described in the article 7.02, until it has successfully launched the Platform in their country, after which its obligation will switch to those described in the overall phase the DCM Platform is.

7.04 **DWP support Phase.** In addition to the general obligations, during the DWP support Phase the MIs will:

- a) Operate and manage the DCM Platform in a way to ensure further institutionalization and sustainability of the Platform in their respective country.
- b) Provide continuous training to utility staff involved with the data collection and management in their respective utilities.
- c) Report any issue and suggestion for improvement to IAWD.

7.05 **Post DWP Phase.** In addition to the general obligations, during the Post DWP Phase the MIs will have the same obligations as under the DWP support Phase. In addition, the MIs will:

- a) Collaborate with other Steering Committee members to ensure the continued operation, maintenance and further development of the DCM Platform in the long-term.

7.06 **Delegation of obligations.** At any point in time, the MIs can decide to delegate part of its obligations to a third party.

7.07 **Costs.** Unless otherwise agreed with IAWD, each MI will bear all costs associated with complying with its obligations under this MoU. In addition, each MI will also assume its fair share of IAWD's costs for the continued operation of the DCM Platform, as established in Article 6.06.

ARTICLE 8. NON COMPLIANCE

8.01 **IAWD.** IAWD is committed to fulfill its obligations under this MoU. Should IAWD however find itself in a situation that it cannot comply with its obligation, it will bring this to the attention to the Steering Committee at the earliest opportunity so the Steering Committee can decide on the best mechanism to ensure continued operation of the Platform. The new mechanism should be captured in an amendment to this MoU as per Article 11.02, and should respect the principles of this MoU.

- 8.02 **MIIs.** Each MI is committed to fulfill its obligations under this MoU. However, should the MI itself, or any member of the Steering Committee, consider that any MI is not able to comply with any of its obligation, the Steering Committee will review the evidence and, if confirmed, request the MI to address the non-compliance in a timely manner, including, if appropriate, by a change of MI in the sense of Article 9.03. In case of repeated or continued lack of compliance of any MI, the Steering Committee might decide to exclude the non-compliant MI from the DCM platform. In such case the principles described in Article 9.02 will apply.

ARTICLE 9. PARTICIPATION AND WITHDRAWAL

- 9.01 **Participation of MIIs.** The participation of MIs into the Platform will be subject to the following process:

- a) IAWD and the World Bank staff will have initial discussions with representatives of the country's main institutions to ascertain the proposed participation into the DCM Platform complies with the basic principles set out in this MoU.
- b) Upon agreement, the prospective MI will send a Letter of Intent to the Steering Committee to confirm that it intends to act as the MI for the respective country, join the DCM Platform and sign and abide by the principles of this MoU.
- c) IAWD will present the proposed participation of the MI to the Steering Committee, which will approve it (on an absence of objection unless a MI requests a full meeting). The participation of new MIs will in principle not be rejected unless there are serious technical grounds.
- d) The MI will sign this MoU.
- e) Upon signature of the MoU, the MI will prepare all of the necessary documentation to customize the operation of the platform to its specific circumstances;
- f) If the signature of MoU and transmittal of customization documentation takes place during the launch or the DWP support phase, IAWD will organize the customization of the platform based on the inputs of the MI. If it takes place during the post-DWP phase, the MI will have to cover the limited costs of customization from its own resources, unless otherwise agreed with IAWD.

- 9.02 **Withdrawal of MIIs.** MIs are free to withdraw from DCM Platform at any time upon notification of IAWD and without condition or justification. Upon leaving the platform, the MIs will:

- a) Have the right to request a full copy of the data stored in the centralized Database, in a format exportable by the DCM Platform;
- b) Have the right to request, should it consider it necessary, that all historical data pertaining to its respective country be erased from the DCM Platform database. This however does not cover the data transferred annually to IB-Net/DANUBIS in the sense of Article 7.01 h), which will remain in the IB-Net database for all IB-Net / DANUBIS users to access.

- 9.03 **Change of MI.** If the circumstances warrant it, a change of MI for a Participating Country might also take place, for example if the legal framework changes the role and responsibilities of institutions in the country. In such case, the leaving and entering MIs will send a joint communication in which both MIs will inform the Steering Committee of their intent to

handover the MI responsibility; the dispositions of Article 9.01 will be followed to formalize the handover. Upon completion of the handover, IAWD will transfer all of the Platform access rights from the leaving to the entering MI, including the access to and rights of use of the database. Should the leaving MI wish to obtain a copy of the database, this will be mentioned in the handover note as well.

- 9.04 **Withdrawal of IAWD.** Should IAWD decide, for any reason, that it wants to withdraw from its role and obligations under this MoU, the dispositions of Articles 4.01 and 8.01 will apply.

ARTICLE 10. CHANNEL OF COMMUNICATION AND NOTICE

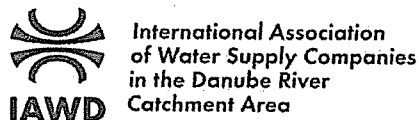
- 10.01 **Signatories.** For the purpose of facilitating the implementation of this MoU by the Parties, the channel of communication for the Parties shall be through the person signing this MoU on behalf of the MI or IAWD.
- 10.02 **Delegation.** At the point of MoU signature or at any point after that, the person signing this MoU may delegate, by written notice to the Steering Committee, another person to represent the MI in all formal communications under this MoU.
- 10.03 **Form of Communication.** Unless otherwise agreed by the Steering Committee, all communications to and from the Steering Committee will go through IAWD which will ensure its distribution (incoming communication) and prior approval (outgoing communication) by all members of the Steering Committee.
- 10.04 **Language of communication.** The official language for all oral and written communications under this MoU is English.

ARTICLE 11. AMENDMENT, TERMINATION AND OTHER MATTERS

- 11.01 **Entry into Force.** This MoU shall enter into force on the date of its signature by IAWD and at least one MI.
- 11.02 **Amendment.** This MoU may be amended only by a decision of the Steering Committee.
- 11.03 **Publication.** Each Party may, without prior agreement from other parties, make this MoU publicly available on the DANUBIS.org website or through any other channel it considers appropriate
- 11.04 **Termination.** This MoU can only be terminated by decision of the Steering Committee or by the withdrawal of all MIs from the DCM Platform.
- 11.05 **Other matters.** These and any other activities agreed to between the Parties shall be subject to the respective internal objectives, functions, policies and procedures of the Parties.

IN WITNESS WHEREOF, the Parties hereto, each, acting through its duty authorized representative, has signed this Memorandum of Understanding in two (2) original counterparts in the English language on the dates indicated below.

For IAWD



Date: _____

Signing: _____

Walter Kling
Secretary General

Delegating in the sense of Article 10.02:

Philip Weller
Head of Technical Secretariat
Praterstraße 31/20
1020 Vienna, Austria
Tel ++ 43 1 217 0748
Email weller@iawd.at

For WSRA/Kosovo

Date: 08/09/2016

Signing: _____

Raif Preteni
Executive Director

Delegating in the sense of Article 10.02:

Self, or as necessary

IN WHITNESS THEREOF, as a mark of support but not a sign of obligations nor commitment.

For World Bank



Date: _____

Signing: _____

Patricia Lopez
DWP Leader/WB

Delegating in the sense of Article 10.02:

Self, or as necessary