

CONSULTANCY AGREEMENT

Between: WATER.ORG US Office
Hereinafter referred to as "**Water.org**"
Represented by Rajash Sarin, Director Global Business Development,
Water.org USA
117 W, 20th Street, Suite 203
Kansas City, Missouri 64108, USA

WATER.ORG INDIA – BRANCH OFFICE
Represented by Manoj Gulati, Regional Director, South Asia Water.org
Nu RVJ complex, 2nd Floor, 35/4 TSD Nagar
Valluvar Street, Arumbakkam, Chennai; 600106, Tamil Nadu &

And IIHMR University
Herein after referred to as "**Consultant**"
Address: IIHMR University
1, Prabhu Dayal Marg, Near Sanganer Airport
Jaipur, India- 302029
Represented by PR Sodani, President

WHEREAS

WHEREAS, Water.org and the Consultant previously executed a Consultancy Agreement dated September 13, 2024 for the "Impact of WASH on Communities in Odisha" (the First Agreement), covering the first phase of data collection, which is valid until January 31, 2025 (also referred as "Phase 1"); and

WHEREAS, the Parties now wish to continue with the second and third phases of the study under this Agreement (also referred as "Phase 2" and "Phase 3"), with Phase 2 commencing from February 1st, 2025 and, for this reason, decided to enter into this ;

This Consultancy Agreement (the "**Agreement**").

NOW THEREFORE, the Parties agree as follows:

This Agreement exclusively covers Phases 2 and 3 of the study "Assessing the impact of WASH facilities on community (Borrower's Household Visit: 2025) in Maharashtra and Madhya Pradesh" ("**Project**"). The first phase was conducted under the executed First Agreement (dated September 13, 2024), which

A handwritten signature in blue ink, appearing to be "Pr. Sodani", written over a circular blue stamp.

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remains in effect until January 31, 2025. Consultant acknowledges that all obligations related to Phase 1 have been fulfilled under the terms of the First Agreement.
For clarity, the deliverables and scope outlined herein commence with Phase 2, starting February 1st, 2025 ("**Effective Date**"), and continue through Phase 3 as detailed in Attachments A and B.
The terms and conditions of the Agreement are the following:

1. SCOPE OF AGREEMENT AND CONSULTANT'S OBLIGATIONS

1.1. Engagement. Water.org engages the Consultant, who hereby accepts such engagement on a non-exclusive basis, to provide the services and deliverables collectively referred to as "**Consultancy Services**." These services are briefly described below and further detailed in Section 4 of this Agreement, the **Terms of Reference** (Attachment A), and the agreed **Proposal** (Attachment B).

1.2. Scope of Services. The Consultant has already completed the inception phase and key initial deliverables (such as the work plan and enumerator training plan) under the First Agreement. The deliverables outlined in this Agreement commence exclusively from Phase 2, starting February 1, 2025, and continue through Phase 3 as detailed below.

All obligations and deliverables from Phase 1 have been fulfilled under the First Agreement. The Consultant acknowledges that work under this Agreement does not cover any prior activities and shall focus exclusively on Phases 2 and 3.

The Consultancy's scope is as follows:

- An initial meeting with the Insights and program team at Water.org India to assess if any changes in questionnaire is required, clarify timelines, deliverables, and requisite permissions for the study;
- The Consultant has already demonstrated a comprehensive understanding of the project through the inception report completed in Phase 1. As part of the previous phase, the Consultant has already submitted:
 - Workplan/timeline to ensure timely completion
 - Enumerator training plan (Agenda and date)
 - Field plan for data collection in Maharashtra
- Water.org will provide client lists from each SRLM partner to be surveyed and the sample size. The Consultant will need to review the list (treating each partner as its own population) and develop a sampling methodology for each partner taking geographic coverage and product category into consideration;
- The Consultant will make any necessary changes in the survey questionnaire- semi-structured tool for household data collection and FGD tool for SHG members;
- Conduct quantitative survey data collection via the mWater app per the approved sample size and sampling method and employ qualitative tools at SRLM and community level and in coordination with Water.org and SRLM partners;
- Collect case studies (5 per partner) describing clients' before and after experience with WASH asset;
- Data monitoring and analysis. mWater includes dashboards that automatically analyse data as it is collected. The agency will be responsible for cleaning the data within mWater so that the dashboards reflect accurate findings. The Consultant will be responsible for providing detailed



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analysis on key variables including (geographic distribution, utilization, functionality, satisfaction etc.);

- A draft report for individual SRLM partner to Water.org for feedback; and
- One final report for each SRLM partner along with the fact sheets. A high-level presentation deck submitted and presented by the Consultant; (The final report for MSRLM needs to be submitted by March 20th 2025 and for MPSRLM by 20th July 2025).

The Consultant shall furnish Water.org with the Consultancy Services in accordance with the specifications outlined in the mutually agreed Proposal and Terms of Reference. Both Water.org and the Consultant recognize that the completion of Project deliverables is contingent upon the descriptions presented in the agreed Proposal. The Terms of Reference provide supplementary details and contextual references to further guide the execution of the Project.

1.3. Consultant's Obligations. The Consultant shall independently provide the Consultancy Services in accordance with the highest professional standards, ensuring compliance with the terms and conditions of this Agreement, as well as all applicable laws and regulations. If necessary, the Consultant must obtain requisite approvals, permits, and business licenses to deliver the Consultancy Services. Copies of such approvals, permits, and licenses shall be promptly provided upon request by Water.org. The Consultant is obligated to exercise due skill, care, and diligence throughout the duration of the Project.

The Consultant shall: (i) act at all times to safeguard the interests of Water.org; (ii) diligently perform Consultancy Services with professional skill, care, and diligence in line with industry standards; (iii) maintain the validity of necessary licenses, approvals, and permits, ensuring compliance with their terms; (iv) ensure that Consultancy Services are executed by personnel well-informed about Water.org's needs; (v) comply with all applicable laws, rules, and regulations governing the Consultant's performance; (vi) prepare necessary reports as specified in Attachments A and B; (vi) maintain detailed field notes, accessible upon request to Water.org's nominated representative(s); and (vii) furnish all requested information and status updates related to the Consultancy Services promptly.

1.4. Representation and Warranties. The Consultant affirms to Water.org that it possesses the requisite skills, experience, professional license, affiliations with relevant regulatory bodies (if applicable), expertise, time, and resources to deliver the Consultancy Services. The Consultant asserts that it has all necessary rights to provide the Consultancy Services and grant the rights specified in this Agreement. Furthermore, the Consultant represents ongoing compliance with all laws, regulations, orders, and permits of relevant authorities. No complaints, citations, or notices of violation have been received or are threatened. The Consultant maintains adequate insurance to cover itself and its employees against any casualty loss, including personal injury under applicable workers' compensation laws, arising during the performance of this Agreement.

1.5. Limitation on Representation. The Consultant undertakes not to act or represent Water.org before third parties or public entities, nor portray themselves as agents of Water.org, unless expressly authorized by Water.org. The Consultant cannot bind Water.org to any third-party agreements or execute agreements on behalf of Water.org. Representation of Water.org remains solely under its management and is not delegated to the Consultant.

1.6. Additional Acknowledgements by the Consultant. The Consultant acknowledges that Water.org does not grant any licenses to the Consultant. The Consultant agrees not to use any trademark or

similar name of Water.org without expressing prior written approval. Water.org shall own all deliverables provided by the Consultant under this Agreement, and the Consultant relinquishes any claim or right in such deliverables.

2. RELATIONSHIP

2.1. Independent Relationship. In the execution of the Consultancy Services outlined in this Agreement, it is expressly understood and agreed that the Consultant will consistently act and perform independently of Water.org in a fully autonomous capacity. The Consultant shall not be deemed or identified as a subordinate employee, representative, or agent of Water.org. Nothing in this Agreement shall be construed as establishing an employer-employee relationship, nor does it create a partnership, joint venture, or any other form of incorporated or unincorporated business association between Water.org and the Consultant. The Consultant bears sole responsibility for obtaining, at their own expense, workers' compensation insurance, disability benefits insurance, and any other insurance mandated by applicable laws. Water.org will not provide, nor assume responsibility for, any benefits for the Consultant arising from the execution of this Agreement. Furthermore, Water.org will not exercise direction or control over the performance of the Consultancy Services. However, the Consultant shall engage in coordination and liaison on technical, administrative, and contractual matters with [Kaveri Halder] or the appointed proxy thereof. Such matters will be conveyed as general instructions (guidelines) for the Consultant's compliance.

The Consultant shall utilize its own equipment, materials, financial resources, and personnel for the provision of the Services. In no way shall the Consultant be considered subordinate to Water.org, and Water.org assumes no liability for any labor or social security obligations to the Consultant or the Consultant's personnel engaged in providing the Services. Water.org will not compel the Consultant to attend its offices or adhere to a specific working schedule. Additionally, Water.org will not furnish the Consultant with any email address, equipment (laptop, computer, phone, etc.). As a result, the Consultant retains the freedom to determine the manner, timing, and location for delivering the Consultancy Services. Moreover, the Consultant affirms possessing all necessary tools and materials to autonomously render the services, including but not limited to personal email, laptop, phone, internet access, etc.

2.2. Non-Competing Assignment. During the term of this Agreement, the Consultant shall refrain from entering into any employment relationship or undertaking assignments with non-governmental organizations sharing the same purpose as Water.org or engaging in any other business or professional activities that compete or are comparable to the activities of Water.org, without obtaining the prior written consent of Water.org. In the event that the Consultant engages in such employment or assignment without obtaining the requisite written consent from Water.org, Water.org reserves the right to automatically terminate this Agreement. Such termination shall be effective upon the delivery of written notice by Water.org for such purposes.

2.3. Inexistence of limitation or conflict. The Consultant represents that there are currently no limitations or conflicts hindering the provision of Consultancy Services and commits to promptly disclose any conflicts that may arise in the future to Water.org. This disclosure shall be immediate and comprehensive, ensuring full transparency and allowing Water.org to assess and address any potential conflicts in a timely manner.



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3. DURATION AND TIMING

3.1. Validity. The First Agreement remains in effect until January 31, 2025, covering all obligations related to Phase 1. This Agreement, effective February 1, 2025, shall exclusively govern all deliverables for Phases 2 and 3... This Agreement shall remain effective until July 30th, 2025, or until all deliverables and obligations under this Agreement have been completed, whichever occurs later (the "Term"). The determination of the successful completion of the Project is at the discretion of Water.org.

3.2. Time Extension. Any and all-time extension requests from the Consultant will be agreed in writing between both parties and documented as an amendment to the Agreement signed by both parties. Time extension requests may or may not be approved by Water.org as such requests result in unknown consequences to the successful completion of the Project.

Failure to comply with the terms and representations outlined above may result in corrective actions, including but not limited to contractual adjustments, additional approvals, or, if necessary, remedial measures to ensure compliance.

4. STATEMENT OF WORK

4.1. Service Performance. The Consultant will perform the Consultancy Services as outlined in Attachment A.

5. FEES, EXPENSES AND TERMS OF PAYMENT

5.1. Fees. Water.org will pay the Consultant's total amount of INR 37,83,286 out of which INR 19,37,106 (including GST and applicable taxes) is for MSRLM (Maharashtra) study and INR 18,46,180 (including GST and applicable taxes) for MPSRLM (Madhya Pradesh) study as outlined in attachments A and B and the payments will be structured as follows:

MSRLM (Maharashtra) study:

- INR 484,277 (25%) upon signing of the agreement;
- INR 968,554 (50%) upon completion of data collection activities in field;
- INR 484,277 (25%) upon submission of final reports and successful completion of the assignment by March 20th.

For MPSRLM (Madhya Pradesh) study

- INR 461,545 (25%) upon submission of workplan for MPSRLM study;
- INR 923,090 (50%) upon completion of data collection activities in field;
- INR 461,545 (25%) upon submission of final reports and successful completion of the assignment by 20th July.

All compensation related to Phase 1 was governed by the First Agreement, and Consultant confirms that no additional claims related to that phase shall be made under this Agreement. Payments under this Agreement shall apply solely to Phases 2 and 3 as per the fee schedule outlined in Attachments A and B.



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5.2. Payment Receipt and Approval. All payments will be processed upon receipt and approval of the relevant invoice from the Consultant. Invoices must be submitted via email to Kaveri Haldar, khalidar@water.org. Approval will be granted by Diwakar Das or his appointed attorney-in-fact.

All invoices must be directed to the Water.org US office, with billing conducted in INR. Payment will be remitted in INR. In the event of conversion to a local currency, if applicable, the Consultant assumes sole responsibility for complying with local exchange control laws and meeting local bank requirements for successful currency conversion.

Any disputes related to the invoice must be raised within 15 business days from the date of receipt by Water.org. In case of a dispute, undisputed payments will be released as per the payment schedule mentioned above. The disputed amount will be released within 15 business days from the date of dispute resolution.

The Consultant is not entitled to reimbursement of any business-related expenses unless preapproved in writing by Water.org. Reimbursement is subject to the submission of documentation to the satisfaction of Water.org.

Apart from the payments outlined in Section 5, the Consultant is not entitled to any other remuneration from Water.org. The Consultant acknowledges that Water.org is not liable for making any social security contributions on their behalf.

6. TAXES

6.1. Tax Liabilities. The Consultant assumes full responsibility for all tax liabilities associated with the receipt of payments under this Agreement. This includes the obligation to file appropriate tax return documents, report, and settle all income-related taxes arising from payments made to the Consultant.

6.2. Water.org's tax status. Water.org is not responsible for any tax payments, and, in no circumstances, shall be held liable for any portion of taxes. Water.org is absolved from any liability associated with taxes, judgments, penalties, or interest resulting from the Consultant's failure to meet tax requirements. If, for any reason, Water.org is obligated to make any payment arising from tax-related matters, the Consultant shall be solely responsible for fulfilling such payment on behalf of Water.org. Water.org will neither bear nor reimburse any goods and services tax on the fees paid to the Consultant.

6.3. Tax Compliance. The Consultant is obligated to provide Water.org with proof of payment for income-related taxes upon request.

7. INSURANCE

7.1. Insurance Requirement. Throughout the Term of this Agreement, the Consultant shall maintain sufficient insurance policies in accordance with its business needs and in compliance with all applicable laws and regulations. This includes, but is not limited to, cyber security and business liability insurance.

7.2. Coverage and Proof. The Consultant hereby represents and warrants to Water.org: (i) that all insurance policies are currently in force, conforming to legal requirements, and are enforceable; (ii) the coverage of these policies is deemed normal and prudent, considering the Consultant's activities;

and (iii) the Consultant is not in default of any obligations under the terms of the policies, including the punctual payment of all premiums. The Consultant has duly provided proper and accurate notice of all events or information required in connection with the policies in a timely manner.

7.3. Insurance Claim. To the extent applicable to this Agreement, with respect to each such insurance policy, (i) such insurance coverage shall be subject to Water.org's reasonable satisfaction; (ii) Consultant shall cause the applicable insurance company to provide a waiver of subrogation in favor of Water.org; (iii) such insurance coverage shall name Water.org as an additional insured to the extent of its interest or liability; and (iv) Consultant (or the applicable insurer) shall provide Water.org with at least thirty (30) business days prior written notice of any cancellation, a non-renewal or material change to such policy.

7.4. Cyber Security Standard Protocols. In connection with Water.org's review of the Consultant's cyber liability insurance, the Consultant shall submit a comprehensive list of standard protocols designed to mitigate cybersecurity risks specific to the Project. This submission will be subject to Water.org's reasonable satisfaction upon review.

8. CONFIDENTIALITY

8.1. Confidential Information Concept. "Confidential Information" means any confidential or other proprietary information (in any form or medium), that is disclosed by Water.org to the Consultant including, but not limited to, marketing materials, trade secrets, business plans, services, customers or finances of Water.org, research, developments, ideas, samples, media, technique, inventions, designs, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source document, formulae, experimental work, specifications, engineering, financials, procurement requirements, purchasing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, and any such information the Consultant may have access to regarding third parties, information relating to salary structures, perquisites and/or other terms and conditions of employment offered by the Company or other confidential or proprietary information which is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Without limiting the foregoing, all of Water.org's information (in any form or medium) which mentions or includes information regarding celebrity Mr. Matt Damon or his representatives, or any other public figure who endorses or is otherwise associated with Water.org, shall be deemed to be Confidential Information.

8.2. Management of Confidential Information. From time to time, the Consultant may work with Water.org's Confidential Information, including but not limited to information about Water.org's partners, partners' clients, donors, finances, and business plans. This obligation extends beyond information directly related to this Project. The Consultant is required to keep any disclosed or learned Confidential Information strictly confidential at all times—both during the term of this Agreement and after its expiry/termination. All Confidential Information obtained through Consultancy Services with Water.org remains the property of Water.org. The Consultant must not use such information for personal gain, copy, duplicate, or reproduce any confidential information, or violate Water.org's rights in such information. The Consultant shall not disclose, divulge, display, or disseminate any Confidential Information of Water.org to any third party during or after the term of

this Agreement, except as required by law or statutory bodies or specifically authorized in writing by Water.org. In the event of a legal request or order seeking disclosure of Confidential Information, the Consultant shall provide prompt prior notice to Water.org. This allows Water.org to seek protective orders or other appropriate remedies to maintain the confidentiality of the information. If a protective order or other remedy is not obtained, the Consultant agrees to furnish only the portion of the Confidential Information legally required to be disclosed. In connection with Water.org, the Consultant will use all reasonable efforts to ensure that the Confidential Information is maintained in confidence by the recipient to whom it is furnished.

The Consultant represents that it has implemented, maintained and complied with a privacy compliance program comprising of appropriate internal processes, policies and managerial, technical, operational and physical security control measures designed to comply with privacy and security requirements, for protecting the confidential information as per the applicable laws (such as, including but not limited to, the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011), including (i) the appointment of qualified personnel to govern the administration of the privacy compliance program, (ii) processes as required by applicable privacy laws to respond to requests regarding confidential information, (iii) processes to evaluate risks of activities related to processing of confidential information, and (iv) the completion and maintenance of data processing inventories or records of processing activities, and any other privacy compliance program documentation or evidence required under applicable laws.

8.3. Disclosure Limitation. If any disclosure of confidential information is mandated by law or any statutory authority, the Consultant shall promptly inform Water.org about such disclosure requirements. This allows Water.org to seek a protective order or take necessary actions to prevent or restrict such disclosure.

Notwithstanding the termination of this Agreement, the obligations of confidentiality and restricted use of disclosed information shall endure for a period of one (1) year after such termination.

9. BOOKKEEPING

9.1. Bookkeeping. The Consultant shall maintain and retain complete and accurate books and records related to this Agreement. These records shall include documentation sufficient to demonstrate the Consultant's compliance with this Agreement and all applicable laws and regulations. All such books and records shall be retained by the Consultant for a period equal to the statute of limitations required by the applicable law. During and within three years following the term of this Agreement, upon reasonable notice, Water.org and its representatives have the right to: (i) review and audit the Consultant's books and records; and (ii) observe, inspect, and audit any and all facilities related to the performance of the Consultancy Services. The purpose of such reviews and audits is to verify the Consultant's compliance with the terms of this Agreement and all applicable laws and regulations.

10. INTELLECTUAL PROPERTY

10.1. Intellectual Property Concept. "Intellectual Property" means and includes concepts, creations, discoveries, inventions, improvements, know-how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches,



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formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, whether or not copyrightable or patentable or other registered as Intellectual Property under applicable laws, or any written or verbal instructions or comments.

10.2. Non-Project Intellectual Property. Any pre-existing Intellectual Property owned by each party, which is not utilized for the Project, shall remain the exclusive property of the respective party.

10.3. Project Developed Intellectual Property. To the extent permitted by applicable laws, the Consultant acknowledges and agrees that any Intellectual Property exclusively developed for the Project, along with any portion thereof, shall be the sole property of Water.org from the date of creation. The Consultant further agrees that the exclusive ownership of all content and/or part of Intellectual Property not protected under copyright laws and/or other intellectual property law and/or not patentable shall be automatically and irrevocably transferred to Water.org upon the Consultant's receipt of complete payment.

10.4. Intellectual Property Assignment. The Consultant hereby assigns to Water.org, irrevocably and perpetually, worldwide rights to all its rights, title, and interest, including intellectual property rights in the Intellectual Property, free from any encumbrances. This assignment covers the full term of each right, including renewals or extensions. In cases where direct assignment is not possible, the Consultant agrees to irrevocably and perpetually assign all rights, title, and interest to Water.org or its designees. The Consultant further commits to signing any additional document required to make this assignment effective.

11. INDEMNIFICATION

11.1. Water.org's indemnification. The Consultant agrees to indemnify and hold harmless Water.org, its officers, employees, and agents from any liability, loss, expense, attorneys' fees, legal costs, or claims for injury or damages arising from activities under this Agreement. This indemnification applies only to the extent that such liabilities result from: (i) negligence or willful misconduct by the Consultant; (ii) a breach of this Agreement by the Consultant; or (iii) third-party claims against Water.org related to the Consultant's provided consultancy services. Water.org, however, is not liable to the Consultant for any consequential, incidental, special, or punitive damages arising from this Agreement, whether in contract or tort.

12. ASSIGNMENT, DELEGATION, OR SUB-CONTRACTING

12.1. Assignment Restriction. This Agreement is not assignable or delegable by the Consultant without prior written consent of Water.org.

12.2. Sub-contracting Restriction. The Consultancy Services are to be provided by the Consultant and hence the Consultant shall not sub-contract the Consultancy Services or any part thereof.

12.3. Relationship with Water.org's Partners. This Agreement remains between Water.org and the Consultant. However, as agreed in writing (Attachment B), the Consultant is tasked with contacting Water.org's partners. The Consultant is responsible for coordinating with partners, including proposed services, deliverables, and any financial obligations. It is important to note that the Consultancy

Services will be provided autonomously and independently, notwithstanding the engagement with Water.org's partners.

13. COMPLETE AGREEMENT

13.1. Complete Agreement. This Agreement and its attachments hereto express the parties' complete and integrated agreement and understanding of the terms of the Agreement. Other terms, conditions, or duties, oral or written, not incorporated within this writing, will not be considered a part of the parties' agreement and will be ineffective.

14. CONTRACT AMENDMENTS

14.1. Amendment. This Agreement may not be amended or modified unless the parties agree in separate writing, signed by both parties, and the amendment is incorporated by reference as an additional attachment to this Agreement.

14.2. First Agreement. This Agreement does not amend or modify the terms of the First Agreement, which remains in full force for any matters related to Phase 1. Any adjustments concerning Phase 1 must be made through a formal amendment to the First Agreement.

15. EXPIRY AND TERMINATION OF THE AGREEMENT

15.1. Adverse Event. The Consultant shall promptly notify Water.org in writing of any situation or the occurrence of any event beyond the reasonable control, which prevents them from carrying out the obligations hereunder.

15.2. Water.org's Extension or Termination Options, Consultant's Termination Option. Water.org may, in writing, extend or terminate this Agreement. If terminated by the Consultant, written notice must be provided to Water.org. The termination takes 14 calendar days from the Consultant's receipt of written notice. Water.org will not be liable for any expenses incurred by the Consultant after the termination date concerning the completion of the assignment.

15.3. Adverse Event, Water.org's Termination Option. Water.org shall promptly inform the Consultant in writing of any situation or event beyond its reasonable control that hinders the completion of the Project. If the Consultant's performance deviates from the agreed terms in Attachment A and Attachment B, Water.org may, in writing, terminate this Agreement with 14 business days' notice. The termination takes effect 14 business days from the Consultant's receipt of written notice. In such circumstances, payments under Section 5 of this Agreement will be made up to the last approved deliverable.

15.4. Termination by Cause. This Agreement may be terminated immediately by Water.org without notice in the event of: (i) the Consultant's act of fraud, dishonesty, negligence, misrepresentation, misconduct, omission, breach, or non-performance of any obligations under this Agreement, or non-performance of the Consultancy Services to the standards exclusively determined by Water.org; (ii) the Consultant's insolvency, filing for judicial or extrajudicial reorganization with creditors and/or bankruptcy; and (iii) an association of the Consultant with an event or situation that, in Water.org's good faith determination, may negatively affect other entities; or the accusation of any of Consultant's directors, officers, or employees of fraudulent or illegal conduct, which, in Water.org's good faith



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determination, may negatively affect Water.org's general reputation or harm Water.org's reputation by its continued association with the Consultant.

16. CONSEQUENCES UPON EXPIRY OR PRIOR TERMINATION OF THIS AGREEMENT

16.1. Activities Interruption and Confidential Information Use. Upon expiry or termination, the Consultant agrees to: (i) immediately cease acting as a Consultant for Water.org; (ii) discontinue the use of any Confidential Information owned by Water.org; (iii) return or destroy all Confidential Information owned by Water.org; (iv) certify in writing to Kaveri Haldar or her appointed proxy that these actions have been taken; (v) not represent or engage in practices that may imply continued authorization as a Consultant or agent of Water.org; (vi) return all Intellectual Property, manuals, informational materials, instruction booklets, and any data or information provided by Water.org; (vii) destroy or render unusable all proprietary material and provide written certification to Water.org.

17. FORCE MAJEURE

17.1. Force Majeure and Act of God. Neither party will be liable or deemed to have defaulted under this Agreement for any failure or delay in performance caused by a force majeure event, including but not limited to acts of God ("**Act of God**"), floods, fires, explosions, war, terrorism, government orders, regulations, or any other event beyond the reasonable control of the affected party ("**Force Majeure**"). For this provision to apply, the event must be unforeseeable, outside the affected party's control, and not preventable through commercially reasonable efforts. The affected party must promptly notify the other party, state the expected duration of the occurrence, and diligently work to end the failure or delay.

17.2. Compensation Pro-Rata. In the event of termination of the Agreement by either party due to Force Majeure, Water.org will compensate the Consultant on a pro-rata basis for services performed to the satisfaction of Water.org. This compensation is contingent upon the Consultant turning over all reports, field notes, data, or any other information and documentation in its possession related to its obligations under this Agreement before the termination date.

17.3. Compensation Pro-Rata. Despite any provisions to the contrary in this Agreement, the occurrence of a Force Majeure event does not excuse, limit, or otherwise affect the Consultant's obligation to promptly implement disaster recovery measures.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1. Governing Law. This Agreement will be governed by and construed exclusively in accordance with the laws of India, without giving effect to the principles of conflict of law thereof.

18.2. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, any relationship resulting from or connected with this Agreement, or breach of any duties hereunder, shall be settled according to the following:

- (i) **Negotiation.** The Parties agree to meet and negotiate in good faith to resolve any disputes amicably through mutual consultations and negotiations. If Parties are unable to reach an amicable settlement within thirty (30) business days from the date on which either Party furnished a written notice of dispute, either Party may refer the dispute to arbitration in accordance with the terms laid out below.



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- (ii) **Mediation.** The Parties must endeavor to attempt mediation at ICC. A Party's refusal to mediate won't hinder the other Party from pursuing arbitration. If both Parties agree to mediate, the mediation costs will be shared equally. This agreement doesn't limit a Party's right to seek injunctions or other provisional actions without waiving the right to compel arbitration. This clause is without prejudice to the rights of parties under applicable law.
- (iii) **Arbitration.** If no resolution has been achieved through negotiations and mediation (if conducted), the dispute will be submitted to arbitration under the International Chamber of Commerce (ICC) rules. The arbitration will take place in Delhi, governed by the laws of India. The tribunal will consist of three arbitrators, of which (i) Water.org shall appoint 1 (one) arbitrator; (ii) the Company shall appoint 1 (one) arbitrator; and (iii) the 2 (two) arbitrators can mutually appoint the 3rd (third) arbitrator, and the proceedings will be in English. Any arbitration award shall also fix the costs of the arbitration and decide which of the Parties shall bear the costs and in what proportion.

18.3. Right to Prejudgment Actions. Nothing herein will be construed to prevent any Party's use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy will not waive the moving Party's right to compel arbitration of any dispute.

19. SEVERABILITY

19.1. Validity of the Remainder of the Agreement. If any paragraph, subparagraph, or provision of this Agreement, or its application, is held invalid by an arbitration center or a court of competent jurisdiction, the rest of this Agreement and its application to other persons or circumstances shall not be affected.

20. LIMITED LIABILITY

20.1. Limited Rights and Obligations. To the extent permitted by applicable laws, upon the expiry or termination of this Agreement, the rights and obligations of the parties are limited to a period of 12 months following the completion of the Project and final payment. During this 12-month period, either party may bring claims or disputes arising from a breach of this Agreement or any related claim. After the 12-month period, parties are not allowed to bring claims seeking remedies for breaches or related claims under law, unless otherwise required by applicable laws.

21. GENERAL COMPLIANCE, DATA PRIVACY, ANTI-BRIBERY AND CHILD SAFEGUARDING

21.1. General Compliance. The Consultant represents that it is and will continue to be now and has been in all respects in compliance with all applicable laws, regulations, orders and permits of all authorities or agencies (including, without limitation, those relating to antitrust and trade regulation, anticorruption and anti-money laundering laws, environmental protection, child safeguarding protection, hazardous waste disposal, health and safety, labor and employment.

21.2. Data Privacy Compliance. The Consultant represents that it has established and adheres to a data privacy compliance program, including internal processes, policies, and security measures to meet privacy and security requirements under applicable laws.

This program includes:


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- i. The appointment of qualified personnel to govern the administration of the privacy compliance program.
- ii. Processes, as required by applicable privacy laws, to respond to requests regarding private data.
- iii. Processes to assess risks related to processing private data.
- iv. The completion and maintenance of data processing inventories or records of processing activities.
- v. Any other documentation or evidence required by applicable laws for the privacy compliance program.

The Consultant also represents and warrants compliance with all data privacy laws, rules, and regulations applicable to it. This includes the appointment of a data protection officer, adoption of a data protection policy, formation of a data breach notification team, registration of its data processing system, and the conduct of privacy impact assessments, where applicable. The Consultant undertakes to continue complying with all data privacy laws, rules, and regulations governing the lawful processing of personal information.

21.3. Anti-Bribery. Water.org is committed to ethical business practices and to acting with integrity. Water.org's reputation, which depends not only on its own conduct but also on the conduct of its grantees and contractors, is vital to its organization and mission. The Consultant agrees to conduct itself, at all times and in all respects, in accordance with applicable law (including, without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act) and high ethical standards. The Consultant acknowledges that anti-bribery and anti-corruption laws around the world generally prohibit bribery of governmental officials and among private commercial parties, including the giving or receiving of bribes in connection with conducting business. The Consultant, and any employees or third parties acting on its behalf or in connection with the Project, shall at all times comply with any applicable anti-bribery, code of conduct, or other compliance policy and are prohibited from giving or offering anything of value directly or indirectly to any government official or entity, or to any private individual or entity, in order to improperly obtain or retain any business advantage or to improperly affect any act or decision. The Consultant understands and agrees that it is the Consultant's sole responsibility to ensure that its employees and representatives understand and comply with all applicable laws, regulations, standards and policies. The Consultant certifies, represents and warrants that (a) it will not directly or indirectly use or make available any of its assets, to any activity that is deemed criminal under United States law; (ii) neither it nor any of its directors, officers, agents, employees or affiliates, is an Embargoed Person (as defined below); (iii) neither it nor any of its directors, officers, agents, employees or affiliates, engages in any dealings or transactions, or is otherwise "associated with" (as defined in 31 CFR 594.101, et seq.), any Embargoed Person; and (iv) if and to the extent it or any of its affiliates are required by law to maintain an anti-money laundering compliance program under applicable anti-money laundering laws and regulations, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56)) such compliance programs are currently being maintained. For purposes of the foregoing certifications, representations and warranties shall be based upon a due inquiry and investigation. In respect to the local laws, both Parties recognize the applicability of the Indian laws, including, but not limited to the Indian Prevention of Corruption Act, 1988 and the Indian Penal Code, 1860 of India as amended from time to time, or any future legislation in India pertaining to anti-bribery, corruption or terrorism).



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An "**Embargoed Person**" refers to any individual or entity subjected to trade restrictions under U.S. law, including but not limited to the International Emergency Economic Powers Act (50 U.S.C. §§1701, et seq.), the Trading with the Enemy Act (50 U.S.C. §§ App. 1, et seq.), any foreign assets control regulations of the U.S. Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended), or related executive orders and regulations. This includes Executive Order 13224 of September 21, 2001, Blocking Property and Prohibiting Transactions With Persons who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), or 31 C.F.R. §594.101, et seq. An "Embargoed Person" is determined by trade restrictions that prohibit any transaction or purchase of assets directly or indirectly, resulting in a violation of U.S. law. The Consultant is obligated to promptly report any actual or suspected violations of applicable laws, regulations, standards, or policies by or on behalf of the Consultant to Water.org. The Consultant must provide a detailed written report to Water.org as soon as reasonably possible.

21.4. Child Safeguarding. Water.org is committed to conducting its activities and operations in a manner that is safe for the children it serves and to help protect the children with whom Water.org is in contact and with whom its partners and consultants are also in contact. In view of this, Water.org will provide the Consultant with a copy of its "child safeguarding" policy, for acknowledgement and compliance purposes. If any part of the Consultancy Services involves the Consultant employing or engaging a person (whether as an officer, employee, contractor, or volunteer) that is required by any applicable law to have a working with children check to undertake the Consultancy Services or any part of the Consultancy Services, the Consultant agrees: (i) to comply with all such applicable laws relating to the employment or engagement of people who work or volunteer with children in relation to the Consultancy Services, including mandatory reporting and working with children checks however described; and if requested, provide the competent authorities at the Consultant's cost, an annual statement of compliance with this clause, in such form as may be specified by the competent authorities; and (ii) when child safety obligations may be relevant to a subcontract, the Consultant must ensure that any subcontract entered into by the Consultant for the purposes of fulfilling the Consultant's obligations under the Agreement imposes on the subcontractor the same obligations regarding "child safety" that the Consultant has under this Agreement. Each subcontract must also require the same obligations (where relevant) to be included by the subcontractor in any secondary subcontracts.

22. WAIVER OF BREACH.

22.1. Waiver of breach. The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by either party. No waiver shall be valid unless it is in writing and signed by an authorized officer of the party granting the waiver.

23. MISCELLANEOUS

23.1. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

23.2. Electronic Signature. This Agreement may be executed electronically, including by email, or other electronic means and shall be treated as an electronic record, in accordance with applicable law in India including the Indian Contract Act, 1872, the Information Technology Act, 2000 and the Indian Evidence Act, 1872. The Parties agree that electronic signatures have the same legal effect as wet-ink

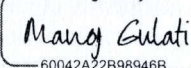
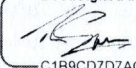
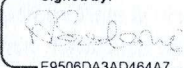


signatures, and they consent to their use in compliance with applicable laws, including the Information Technology Act, 2000. The Parties will keep electronic records as required by law.

23.3. Authorization of Parties. This Agreement comes into force on the Effective Date upon signing by the Parties and the Parties confirm that each representative and Party has full capacity, power and authority to enter into this Agreement and has obtained all necessary approvals for execution and affixing stamp on the Agreement.

23.4. Signature of Parties. Water.org and the Consultant have read, understood, and agree to be bound by all the provisions incorporated into this Agreement.

23.5. Translation. If translated into local language, the English version of this Agreement shall control in all instances, and any error or inconsistency in translation shall not affect, modify, amend or change the meaning or construction of any term or provision contained in the English version of this Agreement.

For and on behalf of Water.org, India	For and on behalf of Water.org, Kansas City, USA	For and on behalf of IIHMR University
DocuSigned by:  60042A22B98946B...	DocuSigned by:  C1B9CD7D7ACA422...	Signed by:  E9506DA3AD464A7...
Name: Manoj Gulati	Name: Rajash Sarin	Name: PR Sodani
Title: Regional Director, South Asia, Water.org	Title: Global Director, Global Business Development, Water.org, Kansas City, USA	Title: President, IIHMR University, Jaipur, India
Date: 2/1/2025	Date: 2/2/2025	Date: 2/3/2025


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[Attachment A]

Terms of Reference

Consultant Terms of Reference: India
Study on assessing the impact of WASH facilities on community
(Borrower's household Visits: 2024-25)

Proposal Submission Deadline: July 15th, 2024, at 5:00 PM IST

1. **Overview**

About Water.org

Water.org has been at the forefront of developing and delivering solutions to the water crisis for three decades. Founded by Gary White and Matt Damon, Water.org challenges the traditional approach by pioneering innovative, community-driven, and market-based solutions to ensure all people have access to safe water and sanitation. Water.org has positively transformed the lives of more than 40 million individuals in Asia, Africa, Latin America, and the Caribbean by providing access to safe water and improved sanitation. Water.org's headquarters is in Kansas City, Missouri, USA.

Water.org empowers people to take actions and deliver solutions that accelerate progress and impact via its WaterCredit model. WaterCredit empowers those living in poverty with access to affordable credit to meet their own water and sanitation needs. This comprehensive initiative puts microfinance tools to work in the water and sanitation sector. Water.org works in partnership with state government- State Rural Livelihood Mission (SRLMs), local non-governmental organizations and microfinance institutions to achieve its objectives. This study will focus on visiting households that took out WaterCredit loans from these partners.

Purpose

This Terms of Reference has been prepared with the aim of engaging a study agency to assess the importance of WASH financing as a solution to water and sanitation in communities. The agency will be selected to conduct household surveys with the SHGs members who have availed WSS loans from their respective federations and any financial institutions. The study will be conducted with Water.org's SRLM partners across their respective states- Odisha Livelihood Mission (OLM) (covered in the First Agreement), Maharashtra SRLM (UMED) and Madhya Pradesh SRLM (covered under this Agreement).

The agency will be selected to conduct three rounds of data collection across India with all data collection to be conducted in 2024-25.

Water.org will engage a study agency with previous experience working with state government, microfinance institutions and NGOs to conduct the surveys. Additionally, the agency will need previous experience assessing development work in the area of water and sanitation. ***Agencies will only be considered for this project only if they are legally authorised to work in India. The bidding agencies are requested to provide details of their operational presence across the country.***

Objectives:

The objective of study will be to:

1. To assess the loan utilization by households for intended purpose of Water and Sanitation improvements.
2. To understand the loan experience of the borrowers



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3. To understand the borrower's usage of Water and Sanitation asset and the impact on their behaviour change and health.

Study Methodology:

Methodological Framework

A mixed method study is proposed for conducting the study. Study agency will develop a very high level semi-structured quantitative tool around the study objectives via mWater and will be administered at the household level to understand the client's experience of acquiring loan for WASH, their awareness on WASH, utilization of WASH asset along with physical verification of the asset. Qualitative tool for focus group discussions (FGD) at community level with SHG members to understand the loan processes is expected from the study. The agency is also expected to capture 5-6 case studies from the borrowers.

Sample size estimation:

The districts and branches will be selected randomly based on the proportion of loan disbursed. Household will be selected based on a 95% confidence level and acceptable margin of error given the limitations of practical implementation. The tenure of the intervention will also be factored in while deciding on the sample size where longer interventions will have robust evidence. Consequently, this feeds into our desired margin of error in the statistical inferences where at minimum, we require estimates with 5% margin of error at 95% confidence.

Sample selection methods:

Water.org will provide lists of the clients who availed water/sanitations loans for each SRLM intervention. The study agency will be responsible for selecting a representative sample which would be statistically significant from the provided client lists by systematic random sampling method. The representative samples should reflect the respective partner's geographic coverage as well as loan type (water vs. sanitation).

The randomised selection of the clients helps ensure accurate representation of the overall client population and help with (i) verifying that the majority of clients have taken out a water and/or sanitation loan, (ii) verifying that the loan has enabled the client to construct a functional water and/or sanitation improvement, (iii) assessing the construction quality and functionality of the improvement, (iv) conducting a survey of the client to understand their use of and satisfaction with the improvement.

Mobile Survey Platform

Water.org utilizes the mWater mobile survey tool for quantitative data collection purposes. Utilizing mWater survey tools ensures real time data collection and quality control. Using a Training of Trainers approach, Water.org will provide training to the study agency core team members on the survey and how to administer it via mWater. The core team members will then be responsible for training all enumerators on how to administer the survey as well as how to utilize mWater. The study agency must use the mWater platform.

The study agency will be responsible for acquiring mobile devices compatible with the mWater application. The most recent list of compatible devices can be found on the mWater website here. Please note that this list is not exhaustive.

Location

The on-site client visits will take place in a variety of places across India-Odisha, Maharashtra, and Madhya Pradesh. The study agency is expected to conduct the study in pre-selected districts across the 3 states. The sample size for each state is already determined based on standard sample size estimation and from the


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database provided by Water.org. The details of state-wise loan disbursed till date can be found in Annex I.

Data collection

Water.org anticipates the following rounds of data collection:

- i) In the month of Oct-Nov'24 with an estimated sample size of 385 households in Odisha in 3-4 districts.
- (ii) In the month of Nov-Dec'24 with a sample of 385 households in Maharashtra.
- (iii) In the month of May-June'25 with a sample of 385 households in Madhya Pradesh

All data collection and associated reports must be completed for each round.

The study agency will need to provide the budget for in-person surveys separately for the three phases of data collection.

Types of data to be collected

General points to be covered will include, but are not limited to, the following:

- a. Whether the client used the loan (or portion of the loan) for the intended water and/or sanitation improvement.
- b. Client satisfaction with the loan process.
- c. Client satisfaction with the water and/or sanitation improvement itself and its functionality.
- d. Changes in income, perceived health, women's empowerment, and time savings resulting from the water and/or sanitation improvement.
- e. Photo documentation of the household/community water and/or sanitation improvement; and
- f. The enumerator deciding whether the loan resulted in an approved, functional water and/or sanitation facility.

2. Scope of Work

The assignment will require the study agency-to conduct the study by visiting a representative sample of clients in their homes and observing the quality and functionality the water and/or sanitation improvement financed by the client and administer a quantitative survey.

Additionally, 5 case studies per partner need to be captured. The study agency will coordinate with Water.org staff and the partners for data collection in the program areas. The assignment requires the agency to participate in or submit the following deliverables:

- Scope 1: Participate in a kick-off meeting with Water.org staff to clarify roles and responsibilities in the assignment.
- Scope 2: Water.org will provide client lists from each SRLM partner to be surveyed and number of households to be sampled. The agency will need to review the list (treating each partner as its own population) and develop a sampling methodology for each partner taking geographic coverage and product category into consideration.


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- Scope 3: The agency will demonstrate comprehensive understanding of the project via an inception report documenting:
 - i. Proposed sampling methodology for each SRLM partner
 - ii. Workplan/timeline to ensure timely completion.
 - iii. Enumerator training
 - iv. Data quality assurance practices
 - v. Data Ethics protocols
- Scope 4: Participate in an in-person/virtual training session on the mWater app.
- Scope 5: The agency will develop all survey questionnaire- semi-structured tool for household data collection and-FGD tool for SHG members.
- Scope 6: Conduct quantitative survey data collection via the mWater app per the approved sample size and sampling method and employ qualitative tools at SRLM and community level.
- Scope 7: Collect case studies (5 per partner) describing clients' before and after experience with WASH asset.
- Scope 8: Data monitoring and analysis. mWater includes dashboards that automatically analyse data as it is collected. The agency will be responsible for cleaning the data within mWater so that the dashboards reflect accurate findings. The agency will be responsible for providing detailed analysis on key variables including (geographic distribution, utilization, functionality, satisfaction etc.).
- Scope 9: Submit one final reports for each SRLM partner along with the fact sheets.

3. Deliverables and Key Dates

Water.org understands that activities and timelines per activity may change over the life of the contract. The timeline and deliverables for the first phase is detailed below in the table. Water.org anticipates that 1st Phase assignment will be completed by December 2024.

Deliverables of the First Agreement	1st Phase: For OLM
Proposals from bidding study agency	15 th July'24
Agency selection	5 th August'24
Signing of MoU & Kick-off meeting	22 nd August'24
Inception report due	15 th Sept'24
Submission of data collection tool	30 th September'24
Training on mWater platform (from Water.org)	5 th October'24
As needed, translate the survey in the local language	
Data collection complete	10 th Oct – 15 th Nov'24
Draft report submission	15 th December 2024
Final reports due to Water.org. Reports include: 1. Single report summarizing findings from each SRLM (1-2 pager) 2. 5 case studies per partner	30 th December 2024
Deliverables of this Agreement	2nd Phase: For MSRLM


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Revision of data collection tool	Last week of Jan'25
Training on mWater platform (from Water.org)	1 st week Feb 2025
Data collection complete	1 st to 14 th Feb'2025
Draft report submission	1 st week of March
Final reports due to Water.org. Reports include: 2. Single report summarizing findings from each SRLM (1-2 pager) 3. 5 case studies per partner	20 th March 2025
Deliverables of this Agreement	3rd Phase: For MPSRLM
Training on mWater platform (from Water.org)	April 2025
Data collection complete	May 2025
Draft report submission	June 2025
Final reports due to Water.org. Reports include: 3. Single report summarizing findings from each SRLM (1-2 pager) 4. 5 case studies per partner	10 th July 2025

The agency can indicate the timeline for all three phases in their proposals.

The Consultant has already completed the inception phase and key deliverables (such as the work plan and enumerator training) under the First Agreement. The following deliverables apply exclusively to Phases 2 and 3.

4. Qualifications

Qualified teams will include an individual with experience managing large scale data collection across multiple geographies at once. The individual should have experience in survey design, training enumerators, and overseeing data quality management. Having water & sanitation experience would be an advantage. Applicants must have at a minimum the following qualifications:

1. The proposed staffing plan includes at least one native or fluent English speaker.
2. The proposed staffing plan includes a sufficient number of qualified enumerators to collect the household surveys in the partner geographies.
3. Demonstrated experience and familiarity with the WASH and/or microfinance sector.
4. The third party will maintain independence and the highest professional ethical standards and confidentiality in collecting and reviewing information and presenting the assessment results. Consultants will not share any information and observation with the Water.org partners without permission.

5. Request for Proposals

Water.org wishes to hire a study agency will develop all survey questionnaire- semi-structured tool for household data collection and-FGD tool for SHG members to conduct the study as described in the scope of work above. Interested study agency should submit a proposal containing both technical and budget components. The technical component should not exceed 5-10 pages and should include:

1. Brief descriptions of the key activities that the agency will conduct in order to meet the described deliverables
2. Timeline and workplan with key milestones
3. Description of the agency's previous experience collecting large amounts of data; and
4. Description of the agency's qualifications.



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The budget component shall be included with the bidding firm's submission. The required budget template is attached with the RFP. All taxes should be included in the budget. The agency shall be responsible for payment of all taxes. All amounts shall be presented in unit cost. Budget notes are encouraged. The final approved budget shall be fixed and not subject to negotiation.

The budget component must include total budgets for *all* the rounds in the budget template and provide per unit cost for in-person surveys in their technical proposal. Providing unit cost helps in case there is a variation in the sample size. The final payment would be based on the actual number of surveys administered & submitted by the agency (considering per unit cost).

6. **Submission of Proposals**

Complete proposals should be emailed to Kaveri Haldar (Senior Regional Insight Specialist) at khaldar@water.org, copying to Diwakar Das at ddas@water.org (Sr. Manager, Regional Insights). Subject line must be **"Study on assessing the impact of WASH facilities on community (2024-25)"**.

The deadline for submitting proposals is **July 15th, 2024**.



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[Attachment B]

Consultant's Proposal

PDF version provided here: [IIHMRU Technical Proposal Study on assessing impact of WASH Water.org-Final.pdf](#)



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lgalloway@water.org

Signer Events

Manoj Gulati

mgulati@water.org

Regional Director, South Asia

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Signature

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Signature Adoption: Pre-selected Style

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PR Sodani

sodani@iihmr.edu.in

Security Level: Email, Account Authentication (None)

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Signed: 2/3/2025 2:58:43 AM

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ID: bef6689c-df24-4904-92bd-6c2a8922ba6e

Rajash Sarin

rsarin@water.org

Director, Global Business Dev.

Security Level: Email, Account Authentication (None)

DocuSigned by:

C1B9CD7D7ACA422

Signature Adoption: Drawn on Device

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Signed using mobile

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Signature

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Editor Delivery Events

Status

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Agent Delivery Events

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Intermediary Delivery Events

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Carbon Copy Events

Arumugam Gurusamy
agurusamy@water.org

Security Level: Email, Account Authentication
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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Security Checked

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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact water.org:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: lgalloway@water.org

To advise water.org of your new email address

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

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