DRAFT TRIPARTITE AGREEMENT BETWEEN THE FIELD UNITS (REPRESENTING MAI), BENEFICIARY FARMERS (WATER USER GROUP - WUG) AND THE LOCAL COUNCIL / ORCOOPERATIVE SOCIETY OR AQIL FOR THE CONSTRUCTION OF SPATE IMPROVEMENT WORKS AND REHABILITATION OF WATER HARVESTING STRUCTURES

This Agreement, is entered on the ..........th day of..........................2004/05/06/07/08 between the Director .............. Field Unit (representing MAI and hereinafter referred to as the First Party), the representative of the beneficiary Farmers Mr. ........................Identity Card No. ................. Village...................District..................Governorate...........(the beneficiary farmers hereinafter referred to as the Second Party) and Mr. ............................(representing the Local Council, or Cooperative Society or Aqil as the case may be hereinafter referred to as the Third Party);

Whereas, the Parties to this agreement are aware of the importance of spate irrigation in the area, are also aware of the irregular distribution of spate water due to unplanned interventions by some farmers and also aware that there is a need to ensure improved spate irrigation management in farmers fields.

Whereas, the parties to this agreement are aware of the damage to wadi banks and loss of agricultural soils through erosion, the parties recognize the need to mitigate the rapidly eroded soils along the wadis banks through the construction of spate improvement works and rehabilitation of water harvesting structures

Whereas, the parties to this agreement are in the full knowledge of the objectives of the IDA assisted Groundwater and Soil Conservation Project (GSCP) which *inter alia* envisage soil conservation and soil erosion control through the construction of spate improvement works and rehabilitation of water harvesting structures,. The parties recognize that the project intervention is vital for attaining sustainable income in the intervention area.

Whereas, the parties to this agreement agree to combine their efforts in order to improve water management by and for the community, through both improvements in water use efficiency and regular distribution of spate water. Each of the parties also agree to agree to fulfill its obligations as listed in the Annex 2and Annex 3, cooperate with each other to ensure the construction in accordance with design and specifications set by the technical staff of the FU.

Now, this agreement *witnesses* as follows:

1. In this agreement the following shall be deemed to form and be read and construe as part of this agreement:
* Selection Criteria (Annex 1);
* Obligations of the Field Units (Annex 2);
* Obligations of the farmers (Annex 3 );
* Cost-sharing **(Annex 4 );**
* Application form **(Annex 5);**
* Layout design of the site with BOQ of the material and cost estimate **(Annex 6).**

**2.** The **Second Party** ,beneficiary farmers are interested and willing to participate in the construction of the site in their area to achieve improved management of spate water and has notified the FU of their interest through a formal application in the form at **Annex 5;**

1. The **First Party** hereby covenants to fulfill its obligations as listed under **Annex 2** and supervise the construction works and ensure the quality of work and finance the construction work as per the cost sharing arrangement presented in **Annex 4**
2. and to survey the site and prepare drawing ,design along with BOQ of the material and cost estimate **(Annex 6);**

**4.** In consideration for the **First Party** constructing the proposed site for the beneficiary farmers with significant contribution in accordance with **Annex 4,** the **Second Party** hereby agrees to fully abide by the provisions of this agreement, provides its share in the construction cost in the form of labor or cash in accordance with **Annex 4,** and to fulfill its obligations as listed under **Annex 3**

**In witness whereof,** the parties to this agreement thereto have caused this agreement to be executed on the day and the year first written before;

Signature and seal of the **First Party** .............................................................................

Signature and seal of the represenative of **Second Party** .............................................................................

Signature and seal of the representative of the **Third Party** ............................................

Signed in presence of:

Signature and seal of the **Witness** ..........................................................

# Annex 1

# Selection criteria for Small and Medium Spate Improvement Work

#  and Rehabilitation Works

(1) The proposed site should be technically feasible. The feasibility of the site would be established after a reconnaissance visits by the FU technical staff or the PCU technical staff .

1. Beneficiary farmers are in full agreement to the selected site and that they pledge to support and protect the contractor during construction
2. The cost of small and medium spate diversion works and canal control structures should not be more than US$ 750 – 1000 per benefiting hectare
3. The construction cost of wadi bank protection works and water harvesting structures should not exceed US$ 450 per benefiting hectare.
4. Willingness of the beneficiary farmers from small and medium spate diversion structure to organize themselves into Water Users Group to ensure improved spate water management, operationalize the structure after its completion and maintained it and keep it operational in future.
5. Readiness and willingness of the beneficiary farmers to participate and/or contribute in kind or cash towards the construction as per the cost sharing arrangement presented in **Annex 4,**
6. Beneficiary farmers willing to cooperate and benefit from the services of the Irrigation Advisory Service would be given priority in implementing their site

# Annex 2

**Obligations of the Field Units**

1. After the project becomes effective the PCU, through the help of FUs, would launch an information campaign and advertise in TV, Radio and the press for commencement of its activities in the ten FUs, direct farmers and farmers’ communities interested in the rehabilitation of water harvesting structures and construction of spate improvement works to contact the FUs for more in-depth information;

2. Each FU would launch an awareness campaign with the technical help of the irrigation advisory service, the communication unit in the PCU and the Sociologist recruited in the PCU with a view to apprise the farmers regarding their obligations and benefits of participation under the project, importance of improving spate water management and conservation of soil and control soil erosion leading to improvement in the spate irrigation management and efficiency and crop productivity. The awareness campaign would also focus on the implementation and cost-sharing arrangements, and formation of WUGs and its role and function etc;

1. After the beneficiary farmers express their interest in the construction of spate improvement works in their area . The FUs shall explain to the beneficiary farmers the general project policy in this regard and would request them to sign this agreement delimiting the obligations of the beneficiary farmers as well as of the FUs, and, after this agreement has been signed, the FUs technical staff would visit the proposed site and survey the site , prepare drawing , design , BOQ of material and cost estimate and the tender document. The design and cost estimate and tender document would be approved by the PCU after being thoroughly reviewed.
2. The FU advertise for the works in the local newspaper or invite offers from local contractors and preferably from among the beneficiary farmers. The FU would open the bids, evaluate the bids and award the contract, however the contract would only be signed after PCU approval

**5.** The FU Director may be authorized by PCU Director to sign civil works contracts up to the threshold of US$ 10,000

 **6.** The FU Director would ensure that the beneficiary farmers would contribute in kind or cash to the construction cost in accordance with cost sharing arrangements presented in **Annex 4.**

**7.** The technical staff of the FU will supervise the construction work at all stage to ensure quality and that the construction is performed as per design and specification.

**8.** The PCUDirector would provide an advance to the FU director to meet the civil works contract obligations. The advance would replenished after the clearance of accounts with finance manager in PCU

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**9.** The FU would not approve the construction of any site which will directly benefit Qat growers.

10. The FUs would persuade the beneficiary farmers to register themselves as a WUG

 The FUs would explain to the beneficiary farmers the importance, role and functions of the WUGs in view of the by-laws governing the formation of these organizations;

# Annex 3

**Obligations of the Beneficiary Farmers**

1. If beneficiary farmers are interested in the construction of spate improvement site or rehabilitation

 of water harvesting site they shall formally notify the FUs in the form of an application.

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2. The beneficiary farmers should organize themselves in a WUG and actively participate in its functions and adhere to its by-laws;

1. The beneficiary farmers shall strictly adhere to the provisions of this agreement especially in regards to the conditions that in lieu of the project financial support towards the construction cost, the beneficiary farmers shall provide their contribution in kind or cash towards the construction cost as spelled out in the cost sharing arrangement.
2. . The beneficiary farmers shall ensure that no objection from fellow farmers would take place during the construction period.
3. The beneficiary farmers would coordinate with contractors the method of their kind contribution towards the construction works.
4. The beneficiary farmers agree that they will operationalize the structure after its completion and provide for its maintenance in future in close coordination with the FU management.

# Annex 4

**Cost-Sharing Arrangement under Spate Improvement Works**

 **And**

 **Water Harvesting Works**

|  |  |
| --- | --- |
| **Type of Works** | **Contribution to Cost in %** |
|  | By Project | By Beneficiaries |
| **Spate Improvement Works** |  |  |
| 1. Small Spate Diversion Works | 80 | 20 |
| 2. Medium Spate Diversion Works | 85 | 15 |
| 3. Canal Control Structures | 80 | 20 |
| 4. Bank Protection Works | 80 | 20 |
| **Water Harvesting and Soil Conservation in Uplands** |  |  |
| 1. Rehabilitation of existing Water harvesting  | 80 | 20 |
| 2. Wadi Bank Protection | 80 | 20 |
| 3. Wadi Soil Conservation and Erosion Control | 80 | 20 |
| 4. Small On-farm Water Storage | 80 | 20 |
|  (i) New Tanks | 80 | 20 |
|  (ii) Rehabilitation of Existing Tanks | 80 | 20 |
| 5. Traditional Water Harvesting | 80 | 20 |