

別添 1: Management Contract (Sample)

Management Contract between _____ Water Supply and Sanitation Board (WSSB) and the Scheme Operator (SO)

_____ WSSB (the WSSB) with the _____ sub – county office has on this _____ day of _____ Agreed to contract out the operation and maintenance services of the water supply system in the _____ to _____ hereafter called the scheme operator (the SO), on the following terms and conditions.

1. General Conditions

1. The duration of this contract is _____ Year (s) starting on the _____ and ending on the _____. The Performance of the SO will be reviewed on an annual basis. It may be renewed if both parties are satisfied with the performance.
2. The WSSB is a body representing the water users and appointed by the Water Authority or Sub County/ Town Council to manage the piped water supply facility on behalf of the Water Authority or Sub County/Town Council.
3. The SO is an individual private person employed by the WSSB to run the scheme on their behalf on management contract terms.
4. The SO is fully responsible for the smooth and proper operation and maintenance of the piped water supply facility in the area.
5. The SO is an advisory member of the WSSB with no vote, acts on behalf of the WSSB and is therefore authorized to execute his/her work in accordance with the regulations of the water statute, the management contract and the WSSB guidelines and regulations.
6. The two parties the WSSB on behalf of the Water Authority (WA) or Sub-County/ Town Council and the SO agree on a performance oriented contract payment as describe in Item 3 of this contract
7. The following reasons may lead to immediate termination of the contract
 - 1) If more than ¼ of water users demand with their signature the revoke of the contract.
 - 2) If there is severe carelessness in the operation of the scheme and disregard of the duty of the overall inspection (proper technical condition and adequate water quality) can be proved by the Umbrella Organisation, Sub-County Officer or any other person appointed by the Minister, on behalf of the Minister.
8. This Management Contract may be amended or renewed by mutual understanding and agreement of both parties.

2. Water Tariffs

1. The WSSB and the SO agreed to set the water tariff as UGX _____ per Jerri can (approximately 20 liters) or UGX _____ per household per month and UGX _____ per m3 at the yard (private) connection.
2. The Water Tariff shall be reviewed periodically based on the result of management of the scheme and social conditions. The Water Tariffs shall be changed if necessary with the approval of the WSSB.

3. Contract Payment and Allocation of the Revenue Collected

1. The SO will be paid _____ percent (%) actually collected water fees at public kiosks/taps, from public institutions, yard connections, in-house connection and any other revenue from the scheme. The SO will use this percentage to pay himself/herself and his/her other workers such as scheme attendants, kiosk attendants, pump attendants and guard, and the maintenance categorized as the minor repairs and the taps and valves of the public taps.
2. _____ percent (%) of the revenue collected are supposed to be set aside in a bank account as savings especially for major repairs.
3. _____ percent (%) of the revenue collected are allocated to the WSSB for its administrative expenses.

Table1: Recommended Allocation of the Revenue

| Item | Solar piped scheme | National gird scheme |
|-----------------------------|--------------------|----------------------|
| Management fee for the SO | 40 % | 80 % ~ 85 % |
| Administrative fee the WSSB | 10 ~ 20 % | 5 ~ 10 % |
| Savings in a bank | 40% ~ 50 % | 10 ~ 15 % |
| Total | 100 % | 100 % |

4. Roles and Responsibilities of the Water and Sanitation Board and the Scheme Operator

| The Water and Sanitation Board | The Scheme Operator |
|---|---|
| <ol style="list-style-type: none"> 1. The WSSB has responsibility for ownership of assets, management and control assets. 2. Ensure the provision of water supply and sanitation services. 3. Receive and address customer complaints referred to it by sub-county office or the SO. 4. Monitor water quality and quantity and regulate service provision by the SO. 5. Ensure and arrange for annual audits and special audits as required. Check the monthly report submitted by the SO and give feed back to the SO. 6. Monitor the management Contract and if deemed necessary initiate it's termination on account of poor performance and/or breach of management contract terms by the SO. 7. Comply with every provision of the Local Governments Act, Cap. 243 relating to its operations. 8. Open a bank account for the savings and manage it properly. 9. Attach the statement of bank account to the monthly report of the scheme 10. Post the monthly report on the notice board in the sub county office to ensure transparency and accountability. 11. Arrange to be a member of UO with the support of the SO and pay entrance fee and subscription fee. 12. The WSSB has responsibility for the major repair. The cost of major repair shall be covered by the savings. | <ol style="list-style-type: none"> 1. Recruiting and deployment of kiosks/tap attendants, pump attendants and all others as deemed necessary to run the system. Payments for all employees have to be covered by the management fee for the SO. 2. Collect water tariffs from the public tap , private(yard) connections and any other sources of income for the scheme. 3. Receive the management fee form the revenue and pay the WSSB remaining as the administrative fee for the WSSB and the savings. 4. Keep records of all financial activities and give an accountability of all collections from the scheme 5. Make the monthly report regarding the management of the scheme and submits it to the WSSB. 6. The SO has responsibility for the minor repair which cost not more than UGX 100,000. The cost of minor repairs must be covered by the expenditure of the SO. 7. Any repairs above UGX 100,000 shall be regarded as major repairs. The cost of major repairs shall be covered by the savings of the scheme and/or the major repairs shall be repaired by the support with the UO. 8. Overall operation and maintenance of the scheme including the hygiene and cleanliness on public kiosks/taps 9. Responsible for store keeping for spare parts and tools. 10. A Regular inspection of the condition of the scheme. 11. Attend to applications for a private connection, complaints or reports from the public and make them known to the WSSB for the address. |

Date:

Signed by: Chairperson the WSSB _____

Sub County Chief _____

Scheme Operator _____

Annex: Member of the Water and Sanitation Board

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| No. | Name | Title | Contact Number |
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