

Art. 29. It will be a condition of the Agreement that all environmental and social safeguards indicated in the Project Implementation Plan and Community Operation Manual are respected. Grant Recipient will be held accountable for non-compliance with the relevant environmental and social safeguards applicable to this sub-project; and therefore the Grant Recipient is required to implement all mitigation measures identified and costed in the FPP and negotiations, including those on waste water management, if applicable.

Art. 30. The Grant Recipient cannot change the proposed value chain in a joint proposal and the ownership of any partner cannot be transferred to others unless otherwise particularly instructed by concerned PIU & PCMU

VI. Conflict of interests

Art. 31. As indicated in the Project Implementation Plan, the Board of Director or Authorized Representative and concerned official shall sign a legal declaration that they will not receive themselves or pay to their own firms from the sub project account. The legal declaration shall be part of the Agreement.

Art. 32. Grant Recipient shall have, at least a Manager and an accountant on fulltime/part time basis

VII. Addresses for communication purposes

Art. 33. Any communication between the parties is effective only if it is in writing, by fax or e-mail, using the contact details mentioned below:

Contact Details		
	Authorized Representative of Grant Recipient (legally responsible person)	Authorized Representative of Grant Provider (Nodal officer of concerned PIU*) *If the signatory of this agreement get retired/transferred ensuing officiating officer will be responsible for legal compliances

Name:	Lalasaheb B Deshmukh	
Address:	At. Katpur Post. Bhabhalgaon Tq. Latur Dist. Latur	
Phone /Fax /e-mail:	9921561111 katpurfpc@gmail.com	

VIII. Effectiveness, Termination

Art. 34. This Agreement becomes effective on the day of signing by concerned PIU SMART and respective grant recipient.

Art. 35. This Agreement will terminate upon completion of the Sub Project in accordance with the Activity Schedule mentioned in Art 4 above unless terminated earlier, or when the SMART officially notifies about termination or cancellation of the Sub Project.

Either of the parties may terminate this Agreement, by written notice to the other, if:

- The Grant Recipient becomes unable to provide the required services and no substitute arrangements satisfactory to the SMART can be made to continue satisfactory implementation of the Sub project.
- One of the parties is in a material breach of any provision of this Agreement and is unable to remedy such breach within 30 days (or a lesser time if a lesser time is specified in this Agreement) of being notified of the breach by the other.
- The Grant Recipient commits an act of bankruptcy (or become insolvent);
- The World Bank declares the Grant Recipient ineligible under the Anti-Corruption Guidelines;
- One of the parties commits an act of serious misconduct which, in the reasonable opinion of the other, may bring either the SPAC and/or the SMART into dispute; or
- The Grant Recipient could cancel the contract if the financing is delayed for over six (6) months.

Art. 36. In case of cancellation of the Agreement as a consequence of non-fulfillment, the Grant Recipient shall transfer an amount of Grant not utilized towards meeting the objectives of Sub Project into