



USAID
FROM THE AMERICAN PEOPLE

USAID FAMILY FARMING PROGRAM TAJKISTAN

**GUIDE FOR ANNUAL WATER SERVICE CONTRACTS BETWEEN THE
BASIN WATER SUPPLY AGENCY AND A WATER USERS ASSOCIATION**



JULY 1, 2014

This report is made possible by the support of the American people through the United States Agency for International Development (USAID). The contents are the sole responsibility of DAI and do not necessarily reflect the views of USAID or the United States Government.

USAID FAMILY FARMING PROGRAM

GUIDE FOR ANNUAL WATER SERVICE CONTRACTS BETWEEN THE BASIN WATER SUPPLY AGENCY AND A WATER USERS ASSOCIATION

Program Title:	USAID Family Farming Program for Tajikistan
Sponsoring USAID Office:	Economic Growth Office
Chief of Party:	James Campbell
Contracting Officer	Kerry West
Contracting Officer Representative	Aviva Kutnick
Contract Number:	EDH-I-00-05-00004, Task Order: AID-176-TO-10-00003
Award Period:	September 30, 2010–September 29, 2014
Contractor:	DAI
Subcontractors:	Winrock International
Date of Publication:	July 1, 2014
Author:	Douglas Vermillion

The authors' views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development or the United States Government.

CONTENT

- CONTENT 1**
- PURPOSE AND OBJECTIVE OF THIS GUIDE.....2**
- GUIDELINE FOR ANNUAL WATER SERVICE CONTRACT BETWEEN AGENCY FOR LAND RECLAMATION AND IRRIGATION AND A WATER USERS ASSOCIATION3**
- ITEM 1: DEFINITIONS.....3**
- ITEM 2: PURPOSE AND CHARACTERISTICS OF THIS WATER SERVICE CONTRACT .4**
- ITEM 3: KEY DUTIES OF THE CUSTOMER.....4**
- ITEM 4: KEY DUTIES OF THE SUPPLIER5**
- ITEM 5: POINT(S) OF WATER DELIVERY5**
- ITEM 6: MEASUREMENT OF WATER DELIVERED TO THE ASSOCIATION5**
- ITEM 7: RESPONSIBILITIES CONCERNING ANNUAL WATER SERVICE CONTRACTS.6**
- ITEM 8: PROCESS FOR PREPARING THE ANNUAL WATER SERVICE CONTRACT6**
- ITEM 9: MAKING ADJUSTMENTS TO THE ANNUAL WATER SERVICE CONTRACT7**
- ITEM 10: MAKING REDUCTION, DELAY, AND SUSPENSION OF WATER SUPPLY7**
- ITEM 11: FORCE MAJEURE8**
- ITEM 12: RETURN FLOWS.....8**
- ITEM 13: METHOD AND RATE OF PAYMENT FOR WATER SUPPLY SERVICES9**
- ITEM 14: COMPENSATION FOR SHORTFALLS IN SERVICE DELIVERY9**
- ITEM 15: PENALTY FOR DELINQUENT PAYMENT FOR WATER SUPPLY SERVICE... 10**
- ITEM 16: NOTICES CONCERNING THE ANNUAL CONTRACT..... 10**
- ITEM 17: DURATION OF THIS GUIDE 10**
- ITEM 18: EARLY TERMINATION OF THIS CONTRACT 10**
- ITEM 19: RESOLUTION OF DISPUTES 11**
- ITEM 20: STATUS OF ATTACHMENT 1 AND 2 11**
- ITEM 21: SIGNATORIES TO THIS GUIDE..... 11**
- ATTACHMENT 1 — ESSENTIAL DATA ITEMS IN THE ANNUAL WATER SERVICES CONTRACT 12**
- ATTACHMENT 2 — MODEL ANNUAL WATER SERVICE CONTRACT 13**

PURPOSE AND OBJECTIVE OF THIS GUIDE

This Guide details the roles, relationships, and obligations between the two organizations, a basin or sub-basin office of the Agency for Land Reclamation and Irrigation (the “Agency”) and a Water User Association (or “Association”), regarding the preparation and implementation of the Annual Water Service Contract. This Guide is the method for implementing Annual Water Services Contracts that is consistent with the Water Code (as amended through 2012), the Water User Association Law of 2006, and other legal issuances regarding the provision of water from a water source to an Association.

The purpose of this Water Service Contract is to specify an agreed and measurable service to the Customer by the Supplier whereby the Supplier, within a given year, shall deliver an agreed volume of water to the Water Supply Point(s) of the Customer in accordance with the schedule specified in an Annual Contract. The Contract also obligates the Customer to provide water to its individual users for agriculture within its Irrigation Service Area.

Under the terms and conditions of this Contract, the Association becomes a “Customer.” The Customer requests, receives, and pays for the water service. This is a pay-for-Service-Contract that is legally binding. This Guide provides the background understandings about the Annual Contract and how the Contract should be prepared within a stable, legally secure relationship between the two parties, with understood rules, rights, responsibilities, terms and conditions for both parties to the Contract, the Supplier (Agency) and the Customer (Association).

The Contract states that the Association will be entitled to an amount of water each year in accordance with water availability within the river basin.

The Annual Contract will be prepared in accordance with this Guide. The Contract itself contains only the specific dates, volume of water to be supplied, and costs. These will change year to year. The Contract is to be signed annually prior to each irrigation season. This Guide provides stability of expectations between the Supplier and Customer while the Annual Contract provides flexibility in response to variable supply and demand situations from year to year.

Each year before the irrigation season begins; the Supplier will estimate the amount of water that is expected to become available to all Customers served by the Water Source. Each Customer will estimate the amount of water that the Association will need. If the Customers’ requests exceed what can be allocated given the limitations of the expected estimated water supply, then the Supplier will have to make a proportionate reduction in allocations among all Customers in order to make the planned allocations fit within the expected forthcoming supply of water. However, the Contract allows adjustments to increase or decrease allocations to Customers based on variations in water supply or demand that may occur even within irrigation seasons.

This Guide provides explanations of several important items that underlie preparation, signing and implementation of Annual Water Services Contracts between the basin or sub-basin offices of the Agency for Land Reclamation and Irrigation and a Water Users Association. These are listed below by topic.

GUIDELINE FOR ANNUAL WATER SERVICE CONTRACT BETWEEN AGENCY FOR LAND RECLAMATION AND IRRIGATION AND A WATER USERS ASSOCIATION

ITEM 1: DEFINITIONS

The following are definitions of important terms that are used in the Annual Contract or that underlie understandings about it.

<u>Term</u>	<u>Meaning</u>
Annual Water Services Contract	The ‘Contract’ between the water ‘Supplier’ and ‘Customer’ (or Water Users Association) for the duration of the irrigation season within one year
Customer	The Water Users Association
Force majeure	When a force of nature, politics or other occurrence above and beyond the control of the Supplier or Customer makes it impossible for either or both Parties to implement the agreed terms of the Annual Water Services Contract or multi-year Water Service Contract
Irrigation Service Area	The area of agricultural land under the responsibility of the Water Users Association that is served by irrigation and drainage canals and structures
Notification Date	The date on or by which the Customer must notify the Supplier of the volume of water that it requests to receive during the forthcoming irrigation season and also the schedule of delivery
Parties	The Contract and Contract consist of two parties, the Customer and the Supplier
Supplier	The Government agency or utility that supplies water to the Customer
Water Source	The water body or bodies and hydrologic structures from which water is diverted for use under this Water Service Contract
Water Supply Point	The precise location or locations along a canal, pipe or other structure to which the Supplier must deliver water to the Customer under the terms and conditions of the Contract

ITEM 2: PURPOSE AND CHARACTERISTICS OF THIS WATER SERVICE CONTRACT

This explains the purpose of the Contract, which is to provide legally binding assurances between the Supplier and Customer that requested services will be provided on conditions of payment of a Water Supply Fee. The Supplier and Customer are both legally obligated to fulfill their responsibilities, terms and conditions of the Annual Contracts. The Contract provides stability and security while granting some flexibility through adjustments that might be made in the Annual Contract due to changing conditions each year.

Every Water Users Association may make a written request to the Water Supplier to obtain a Water Service Contract that is similar to the model in this Guide after the Government has approved this. The Supplier will be obligated to prepare and enter into the Contract with the Association (as a Customer).

The purpose of this Contract is to explain an agreed and measurable service to the Customer by the Supplier whereby the Supplier, within a given year, shall deliver an agreed volume of water to the Water Supply Point(s) of the Customer in accordance with the schedule specified in an Annual Contract. The Contract also obligates the Customer to provide water to its individual users for agriculture within its Irrigation Service Area.

ITEM 3: KEY DUTIES OF THE CUSTOMER

This Item notes the main obligations of the Customer under the terms of this Contract. It should be noted that it is in the interest of the Government that the water is used by the Customer to provide irrigation water to its member water users that are within its Irrigation Service Area.

Under this Contract, the Customer (Association) shall:

- a. Allocate and distribute water only within its Irrigation Service Area. See attached map of this Service Area;
- b. Only use water that is provided by the Supplier for agricultural production or other uses that may be agreed to between the Supplier and Customer (such as for livestock bathing or fish ponds);
- c. Distribute water to its members in accordance with the Irrigation Service Plan agreed to in the Association General Assembly or Council of Representatives;
- d. Distribute water in an efficient, reliable, timely and equitable manner in order to avoid waste and conflict;
- e. Maintain and repair the irrigation and drainage system or sub-system that is under its responsibility;
- f. Pay all charges due to the Supplier under the terms of this Contract;
- g. Implement those aspects of its By-laws that will generate the support and cooperation of the Association's members with the rights, responsibilities, terms, and conditions of this Contract;
- h. Maintain records of the types and area cultivated and irrigated in different crops within the Association's Irrigation Service Area and provide this information to the Supplier on a timely basis;

- i. Communicate regularly with the Supplier and meet with the Supplier when requested by the Supplier.

ITEM 4: KEY DUTIES OF THE SUPPLIER

This Item notes the main obligations of the Supplier under the terms of the Contract. Under the Annual Contract, the Supplier shall:

- a. Provide the volume of water to the Customer as agreed upon in the Annual Water Service Contract;
- b. Stabilize the flow of water to the Customer's Water Supply Point(s) between water measurement times;
- c. Provide data and clear rationale to the Customer in a timely manner whenever adjustments need to be made in the volume of water that can be provided to the Customer;
- d. Involve the Customer in annual planning meetings in preparation of Annual Water Service Contracts;
- e. Communicate regularly with the Customer and meet with the Customer when a meeting is requested by the Customer;

ITEM 5: POINT(S) OF WATER DELIVERY

The two Parties involved in this Contract shall agree upon the Water Supply Point or Points to which water will be provided to the Customer by the Supplier under the terms of this Contract. If either party requests a change in location(s) for the Water Supply Point during the period of this Contract, they will negotiate, agree on this and make it an amendment to the Contract.

The Customer and Supplier have agreed that the point(s) to which water will be supplied to the Customer are those stated in the Contract.

ITEM 6: MEASUREMENT OF WATER DELIVERED TO THE ASSOCIATION

This provides clarity about how, where and when the water supply delivered to the Customer (Association) will be done. This gives an opportunity to the Customer to participate in and sign off on the recording of the measurement, but the Supplier is not dependent on whether the Customer attends the measurement or simplified estimation procedure.

Water that is delivered to the Water Supply Point(s) of the Customer shall be measured three times each day by the Supplier using officially approved measurement devices that are installed, calibrated and maintained at the Supplier's expense. The Customer has the right to attend measurements at times appointed by the Supplier. The measurement shall be recorded by the Supplier and co-signed by the Customer. If the Customer does not attend the measurement, it shall be considered that the Customer agrees with the measurement done by the Supplier. If there are no water-discharge-measurement-devices, a simpler method to estimate water supply adequacy will be agreed and used.

ITEM 7: RESPONSIBILITIES CONCERNING ANNUAL WATER SERVICE CONTRACTS

This is an explanation of the key responsibilities pertaining to both Parties for the preparation and implementation of the Annual Water Service Contract. The Customer is required to notify the Supplier each year on or before the Notification Date about the volume of water it wants to receive, the schedule for delivering water, and the areas in different crops that will be planted. If the Customer fails to provide this notification to the Supplier on or before the Notification Date, the Customer will not be entitled to receive more than the Minimum Limit for that Annual Water Service Contract, unless the Supplier determines and decides that there will be sufficient water to provide the amount requested after the Notification Date.

If the Customer fails to make a water supply request on or before the Notification Date and does not send a written request for an Annual Contract to the Supplier within two weeks of the Notification Date, the Supplier may assume that the Customer will receive the same water volume and schedule as the previous year. By one month after the Notification Date if the Customer still has not submitted a request for the Contract, the Supplier may be entitled to reallocate the water reserved for that Customer to other Water Users Associations that may need it.

The Supplier is obligated to provide the amount of water requested by the Customer in a given year as long as the amount requested is available from the source. The Supplier will analyze available hydro-meteorological information and predictions about the amount of water that is likely to be available during the coming irrigation season. They will then determine whether the total supply will be enough to provide all Customers who receive water from that Water Source.

If the Supplier determines that there will be sufficient water available to provide the amount requested by the Customer, the Supplier will inform the Customer and the Parties will proceed to finalize and sign an Annual Water Services Contract.

If the Supplier determines that there will not be sufficient water available in the forthcoming irrigation season to provide the amount requested by the Customer, the Supplier will inform the Customer of the expected shortfall and both Parties will negotiate a decrease in the amount requested by all Customers supplied by that Water Source. Within two weeks of the Notification Date, both Parties shall finalize and sign an Annual Water Service Contract that is modified to meet the expected overall water supply and demand situation.

After the irrigation season is completed, the Supplier and Customer may agree to provide land treatment by flushing salts from the soils through water application during the winter months.

ITEM 8: PROCESS FOR PREPARING THE ANNUAL WATER SERVICE CONTRACT

Item 8 provides a systematic explanation of the steps that should be taken to prepare the Annual Water Service Contract.

The following steps will be taken in order to prepare and conclude an Annual Water Service Contract.

1. The Customer will obtain information on areas to be planted in different crops;
2. The Customer will convey information in writing to the Supplier about areas to be planted in different crops;

3. The Supplier will analyze the supply/demand water balance situation relative to historical averages and will predict the likely water supply at the Water Source. This will be done by two weeks before the Notification Date;
4. The Supplier decides whether there is expected to be enough water supply at the Water Source to satisfy the requests from all water users;
5. In consultation between the Supplier and Customer the optimum amount of water to be supplied to the Customer and dates for the irrigation season will be decided upon, in consideration of expected water supply and irrigation requirements;
6. If there is a need to change the Water Supply Fee this will be done in consultation with the Customer;
7. The Contract is prepared and signed by both Parties;

ITEM 9: MAKING ADJUSTMENTS TO THE ANNUAL WATER SERVICE CONTRACT

This Item provides flexibility within the Contract by allowing adjustments to be made in the volume of water to be supplied and the delivery schedule, upon conditions of variable water supply or demand conditions and within constraints of water availability. The following are steps to be taken for adjusting the Annual Water Service Contract:

- a. During an irrigation season, after an Annual Water Service Contract has been signed, the Customer may request that its volume of water to be delivered is reduced and that the delivery schedule is changed.
- b. The Supplier is obligated to grant a request by the Customer to reduce the volume of water delivered within 14 days from the time it receives a written request by the Customer, after which the Supplier has the right to sell the water so released from the Contract to another Water Users Association.
- c. The Supplier will make its best efforts to comply with the request by the Customer to vary the schedule for delivering water to the Customer. However, considering the Supplier's other contractual obligations with Water Users Associations who rely on the same Water Source, the Supplier will not be held responsible to compensate the Customer for any damages resulting from the Supplier's inability, for any reason, to implement the requested variation in the water delivery schedule for the Customer.
- d. The Customer is not obligated to pay for the agreed cost of delivery under the Contract for water that is not actually received;

ITEM 10: MAKING REDUCTION, DELAY, AND SUSPENSION OF WATER SUPPLY

Despite the best efforts of the Supplier to estimate water availability before each irrigation season, unexpected shortages in water supplies happen. Climate changes are making it increasingly difficult to predict availability of water. This Item is necessary in order to enable and require the Supplier to respond decisively, quickly and in case, unexpected shortages of water arise during the irrigation season.

Whenever the Supplier determines that there are not enough water supplies available to fulfill the requests of the various customers who receive their water supply from the Water Source, the Supplier will estimate

an appropriate reduced allocation to each customer on a proportionately equivalent basis, based on the reduced amount of water available at the Water Source. The Supplier will then notify each customer of this as soon as possible and will request representatives from each customer to attend a meeting. In this meeting, the Supplier and customers will agree on the reduced allocation of water and Contracts, with their water volumes, delivery schedule, and fees to be collected. The Contract will be finalized or amended.

It may also happen that the Supplier may be required to make urgent investigations, inspections, or repairs to the water supply system in order to prevent or repair damages. If so, the Supplier will inform all customers about this promptly.

Customers may request reductions in the previously agreed volume of water to be received, perhaps because farmers may belatedly decide not to plant part or all of their farms. In such cases, the Customer should request the Supplier to reduce the amount of water to be delivered and charged for. The Customer should expect it to take up to two weeks to make this adjustment. The following are the steps to be taken for making reductions, delays, and suspensions in the previously agreed water to be supplied:

- a. If the amount of water available at the Water Source is determined by the Supplier to be less than to enable it to provide the amount of water to the Customer as stated in the Contract, the Supplier may reduce the amount of water that is delivered to all customers proportionately on the basis of the estimated supply that is or will be available. The Supplier is obligated to inform all customers about such conditions and adjustments as soon as possible.
- b. In the event that emergency, urgent or otherwise previously unexpected needs arise for the Supplier to inspect and investigate matters or make repairs along the river basin or water conveyance system above the Water Supply Point, in order to prevent or repair damage to the water delivery system, to property or to life, the Supplier may make such investigations and repairs even if it must temporarily disrupt or reduce the delivery of water to the Customer. The Supplier is obligated to inform all customers about such conditions and adjustments as soon as possible.

ITEM 11: FORCE MAJEURE

This Item is meant to clarify the extent to which the Supplier or Customer may be liable for non-provision and incorrect use of water under conditions of variable and sometimes extreme conditions of weather, other physical phenomena, political occurrences, and other factors that can significantly affect water supply and use that are beyond the control of either the Supplier or Customer.

In case any natural or human-induced event arises that may make it impossible for either the Supplier or Customer to be able to implement their rights, responsibilities, terms or conditions of the Contract and/or Contract in a timely and appropriate manner, neither Party shall be liable for any damages that may result and will not be considered to be in breach of the Contract. The Party that experiences such difficulties must inform the other Party about the circumstances and inform the other Party when such circumstances have ended.

ITEM 12: RETURN FLOWS

Part of the aim of this Item is to establish that the Customer and its water users only have a water use right for their own direct use of water and after excess water enters their drains their right to that water ends. They no longer have rights to reuse or sell it.

The Supplier retains the right of control and reallocation over water that is in excess of what is used within the Irrigation Service Area of a Customer and that is drained or returned to public drains or canals outside of the Irrigation Service Area. The Supplier can use this water for environmental purposes or arrange to have it be reused by other water users downstream.

ITEM 13: METHOD AND RATE OF PAYMENT FOR WATER SUPPLY SERVICES

The Customer shall pay water supply fees in accordance with the full actual cost of provision or a rate determined by the Government. At the signing of the Contract the Customer shall pay an agreed upon percentage of the estimated annual cost of the water supply fee (or other later payments on percentages agreed). Subsequent payments will be calculated and paid on a monthly basis. The invoices provided to the Customer by the Supplier shall indicate the volume of water supplied during that month. If the Customer fails or refuses to accept the amount of water delivered to it by the Supplier in accordance with the signed Annual Contract, and the Customer has properly requested no adjustment in writing, the Customer is still required to pay for the water supply fees.

ITEM 14: COMPENSATION FOR SHORTFALLS IN SERVICE DELIVERY

Either this Item describes the occurrences for which the Supplier or Customer may be eligible for compensation in the event that one of the Parties has made a breach of the terms of the Annual Contract. Each member of the Customer's organization (the Association) shall be considered a party to the contract in the process of claiming compensation from the Supplier. If possible, it would be good for the Parties to estimate approximate amounts of compensation that would be required for each type of shortfall.

The Supplier is responsible to pay compensation to the Customer if the Supplier fails to provide water to the Customer in accordance with the amount and schedule specified in the Contract, unless:

- In cases of force majeure;
- In cases where the water to be provided is polluted and this is not the fault of the Supplier;
- In cases where the right of the Supplier to divert water and provide it to customers has been interrupted due to laws or regulations.

The Water Supply Agency will prepare a compensation rate and method and this will be discussed, negotiated with, revised, and finally agreed to with the Customers in the river basin. Customers who fail to receive the agreed water supply in accordance with the agreed schedule will receive a propositional reduction in their required water service charge for that year. For example, if 10% of the time or area did not receive the agreed service, or 10% of the agreed water volume was not delivered, then the Customer has a reduction in the charge of 10% for that year. Subsequent payments during the year will be reduced accordingly. The Supplier is liable to pay compensation to the Customer if the Supplier fails to enter into an Annual Contract with the Customer by the required date that includes a requirement to provide a water supply through the irrigation season that is equal to or above the Minimum Limit. This is the case unless:

- In cases of force majeure;
- In cases where the right of the Supplier to extract and allocate water from the Water Source has been suspended by a higher level of Government.

The Customer is entitled to make claims for compensation on behalf of its members in case they have experienced a loss or damage due to a perceived breach of the Contract by the Supplier. For this reason,

the individual members of the Customer's Water Users Association are parties to this Contract and are represented by the Association Chairman of the Board or someone appointed by the Chairman to represent him or her.

ITEM 15: PENALTY FOR DELINQUENT PAYMENT FOR WATER SUPPLY SERVICE

This item is included in the Contract to emphasize the importance of timely payment of the Water Supply Fee. Late payment of fees can have detrimental effects on the ability of the Supplier to provide services to customers using water from the same Water Source. The costs incurred for late payment will be borne by the person whose payment is late.

For late payments of the Water Supply Fee, the Supplier is entitled to charge a late payment surcharge against the Customer at the rate of [insert percent here] per month of the amount of the charge that is late in payment.

ITEM 16: NOTICES CONCERNING THE ANNUAL CONTRACT

This Article clarifies that notices must be submitted in writing. This is so that there is a record of accountability underlying all significant decisions and actions taken involving the Contract between the Supplier and Customer. This is done in order to avoid allegations about verbal statements of the other Party.

All notices required to be given by the Customer to the Supplier or by the Supplier to the Customer must be given in writing, either by mail or in person to the address of the receiving Party.

ITEM 17: DURATION OF THIS GUIDE

This Guide will remain in effect for several years until the Agency concerned and Water Users Associations decide to replace it, in which case the Agency will notify all Water Users Associations.

ITEM 18: EARLY TERMINATION OF THIS CONTRACT

This Contract may be terminated for the following reasons:

- The two Parties have both agreed to the termination;
- The legal authority of the Supplier to divert and deliver water from the source in accordance with the Contract has been revoked by a higher level of the Government;
- The Customer or Supplier has repeatedly and significantly failed to comply with the responsibilities and terms of the Contract;
- The Customer has failed to enter into or request an Annual Contract for a period of two years or has not used the water that was under contract to be supplied for a period of three years;
- The Customer organization, a Water Users Association, has been dissolved, which nonetheless does not excuse the Customer from paying off any debts to the Supplier that may remain;
- Any other reasons according to law.

ITEM 19: RESOLUTION OF DISPUTES

Arrangements will need to be made to enable fast, fair and acceptable resolution of disputes that may arise relative to the Annual Contract. Water-related disputes may disrupt delivery of water or payments of the Water Supply Fee or payments by members of the Association of the Irrigation Service Fees. Such arrangements may include establishing a Dispute Resolution Committee as part of the River Basin Council and giving its members training in mediation.

In case a dispute related to rights, responsibilities, terms and conditions shall arise between the Customer and the Supplier, mediation will be done with the assistance of a higher-level office of the Agency to find a quick solution between the Parties. If no such Committee exists or if there is no third party that can do such mediation, then the Parties to the dispute will seek resolution by a court of law.

ITEM 20: STATUS OF ATTACHMENT 1 AND 2

Attachment 1 is a summary of the five essential types of contractual information and measures to be used in an Annual Water Services Contract. Attachment 2 is an example of an Annual Water Services Contract.

ITEM 21: SIGNATORIES TO THIS GUIDE

The Head of the River Basin or Sub-Basin office of the Agency for Land Reclamation and Irrigation and the Water Users Association or Federation of Water Users Associations shall both sign copies of this Guide to acknowledge that they have read, understand and agree to comply with the terms and conditions stated in this Guide.

Representative of the Agency:

Chairman of the Water Users Association

Signature

Signature

Name:

Name:

Position:

Position:

Office location:

Location of WUA office:

ATTACHMENT 1 — ESSENTIAL DATA ITEMS IN THE ANNUAL WATER SERVICES CONTRACT

The following are the essential and inherent components of the Annual Water Services Contract.

1. Irrigation Service Area

[This will be described by the name of the irrigation system or sub-system that is served by a certain canal or canals and irrigates _____ hectares of agricultural land that is located in villages _____, _____, and _____ etc, and drains _____ hectares of irrigated land.]

2. Water Supply Point or Point

[Identify the numbers and/or precise locations along the canals to which the Supplier delivers water to the Customer.]

3. Notification Date

[Date, such as January 31]

4. Water Source

[Location of the dam and reservoir or weir along a river from which water is abstracted and diverted into the main canal.]

5. Water Supply Service Fee

[# Tajik somoni per cubic meters of water delivered for this year]

6. Water Measurement Method

[Describe how water volumetric amounts are measured or estimated]

ATTACHMENT 2 — MODEL ANNUAL WATER SERVICE CONTRACT

The following is an example of a model Annual Water Service Contract.

ANNUAL WATER SERVICE CONTRACT

This Annual Water Service Contract (or ‘Contract’) is dated: _____.

This Contract is between the ‘Supplier’, XYZ, which is a legal, government agency or utility, and the ABC Water Users Association (or “Customer”), which is a legal entity representing its members who are water users.

The Supplier has the following address: _____.

Either of the following two officers represents the Supplier:

a) _____, Position: _____.

b) _____, Position: _____.

The Customer has the following address: _____.

The Customer is to be represented by either of the following two officers:

c) _____, Position: _____.

d) _____, Position: _____.

THE PARTIES AGREE AS FOLLOWS:

1. The Supplier shall supply the agreed volumes of water to the Water Supply Point of the Customer at the times specified in the delivery schedule:

Month	March	April	May	June	July	August	September
Dates							
Number of days	10	24	30	30	25	20	15
Water volume to be supplied	_____ m ³						

2. The Customer is obligated to pay to the Supplier for the water service provided as indicated by the following table:

Period	Upon signing of Contract	End of next month				
Date						
Amount of payment	Somoni	somoni	somoni	somoni	somoni	somoni

Contract to the above terms and the following signatures of authorized representatives of the Customer and Supplier certify conditions of this Contract.

Name of Customer:

Name of Bank:

Bank Account Number:

Name of Representative:

Position of Representative:

Signature of Representative:

Date:

(Seal of Association)

Name of Water Supplier:

Name of Bank:

Bank Account Number:

Name of Representative:

Position of Representative:

Signature of Representative:

Date:

(Seal of Water Supplier)