

**This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MoU)
executed at Chennai on the 1st day of March 2010 (the “Effective Date”)**

BETWEEN

SOCIETY FOR COMMUNITY HEALTH AWARENESS, RESEARCH AND ACTION,
Bengaluru through its COMMUNITY HEALTH CELL EXTENSION UNIT, Chennai
(hereinafter referred to as CHC-SOCHARA which expression shall, unless it be repugnant to
the subject or context thereof, include its succession and assigns) of the PART ONE;

and

DISTRICT NODAL NGO (hereinafter referred to as “DIST-NGO” which expression shall,
unless it be repugnant to the subject or context thereof, include District Nodal NGO
successors and assigns) of the SECOND PART

(CHC-SOCHARA and DIST-NGO are hereinafter collectively referred to as the Parties” and
individually as the “Party”)

WHEREAS:

CHC – SOCHARA, Mission Director, State Health Society, Government of Tamil Nadu and Director of Public Health and Preventive Medicine, Government of Tamil Nadu have agreed to cooperate with each other to facilitate the implementation of the project titled **Community Action for Health** in Tamil Nadu (hereinafter referred to as “Project” which expression shall, unless it be repugnant to the subject or context thereof, include to successors and assigns) in five districts (Dharmapuri, Thiruvallur, Vellore, Perambalur and Kanniyakumari). CHC – SOCHARA will be the State Nodal Non Governmental Organization (NGO) which will implement the project at the State level. The Project will be implemented through District Nodal NGO’s, one each in each of the above mentioned districts. The State Health Society, Tamil Nadu will provide financial support to the project and Director of Public Health, Tamil Nadu will facilitate the processes by extending full support to the implementation of the project.

The Parties have hereby agreed to enter into this Memorandum of Understanding (MoU) to specify the understanding of the Parties in relation to the above arrangement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE TO AS FOLLOWS:

1. INTENT/PURPOSE OF THIS MoU

1.1 This MoU is being signed in the context of the Tamil Nadu State National Rural Health Mission (NRHM) program implementation plan for Community Action / Communitization, to increase community involvement in health and increase the accountability of the health system to the people.

1.2 Communitization / Community Action is one of the core principles of the NRHM. This is attempted by the formation of Village Health and Sanitation Committees (VHSC), monitoring of the health service guarantees as well as evolving Village Health Plans (VHP).

1.3 Community Health Cell Extension Unit, Chennai has been functioning in Tamil Nadu for the last five years and had played a crucial supportive role in the implementation of the pilot phase of this project, funded by the Government of India.

1.4 This MoU is being signed by CHC—SOCHARA, and TAMILNADU SCIENCE FORUM (TNSF) , based on Government Order (M.s) No. 411 Dated 17.12.2009 of the Health and Family Welfare [EAP-II(2)] Department (hereinafter referred to as “the GO” which expression shall, unless it be repugnant to the subject or context thereof, include successors and assigns) wherein CHC – SOCHARA has been designated as the State Nodal NGO for this phase of the Project, and TAMILNADU SCIENCE FORUM (TNSF) has been designated the District Nodal NGO for the Tiruvallur district.

2. ROLE AND RESPONSIBILITIES OF PARTIES:

2.1 Role of CHC – SOCHARA

2.1.1. The CHC - SOCHARA will be the State Nodal NGO for the implementation of the Project. CHC Extension Unit, Chennai will be responsible for the functioning and implementation of the Project.

2.1.2 It will work through five District Nodal NGOs at the district level. As per the GO cited above these NGOs will be the same as those that were the District Nodal NGOs during the Pilot Phase of the Project. The District Nodal NGOs are follows:

S. No	District Nodal NGO	District
1.	Dharmapuri Dt. Voluntary Agencies Network Initiatives Dharmapuri (DHVANI)	Dharmapuri
2.	D.Arul Selvi Community Based Rehabilitation (DAS - CBR)	Vellore
3.	Tamil Nadu Science Forum (TNSF)	Thiruvallur
4.	Catholic Health Association of Tamil Nadu (CHAT)	Perambalur
5.	Voluntary Health Association of Kanyakumari (VHA-K)	Kanyakumari

2.1.3 CHC-SOCHARA will sign separate MoUs with each of the above District Nodal NGOs based on which the Project will be implemented and the funds for the project will be disbursed.

2.1.4 CHC – SOCHARA will develop the tools and the manuals as part of the project for usage at field level as also for conducting various training sessions for the district teams. It will also develop in consultation with the other Parties and experts the protocol for VHP formation.

2.1.6 CHC – SOCHARA will also develop the various supportive structures including website, newsletters, sensitization workshops for Government Staff, Panchayat Raj Members and other NGOs as well as feedback, redressal mechanisms etc. as detailed in the Project Implementation Plan 2009 – 2010 Chapter titled Community Action / Communitization in NRHM (ANNEXURE - I).

2.1.7 CHC – SOCHARA will facilitate the implementation of the project by the District Nodal NGOs

2.2 Role of the DIST - NGO

2.2.1. DIST-NGO will be in charge of the implementation of the Project at the respective district level.

2.2.2. DIST-NGO will appoint staff at the district level as per the provision of the budget in the Project Implementation Plan 2009 – 2010 of the State Health Society (ANNEXURE - I).

2.2.3 DIST-NGO will appoint Block Nodal NGOs for the performance of the activities of the Project at the block and village level and will release the necessary funds to them for the performance of the activities of the project.

2.2.4 DIST-NGO will coordinate the training of the Block level staff and supervise all the activities at the block and village level.

2.2.5 DIST-NGO will form a District Mentoring committee which will oversee the functioning of the Project in the district. The members of the committee will include the Deputy Director of Health Services (DDHS) of the district, representative of the DIST-NGO, civil society representatives and other senior and experienced individuals nominated by the DIST-NGO and the DDHS.

2.2.6. The DIST-NGO will also form the District Monitoring Committee which will be a federation of members of the three Block Level Monitoring Committees. This Committee will review the various reports of the Block Level Committees and evolve the district health plan.

The implementation of the project will be as per the quarterly milestones that are presented in ANNEXURE - II. As mentioned in the GO the implementation strategies will be as per those published in the paper entitled “Community Action for Health in Tamil Nadu” jointly authored by the Mission Director and the Director of Public Health and Preventive Medicine and civil society representatives (ANNEXURE - III) , and the follow up paper based on the discussions at the dissemination workshop of the pilot phase held in August 2009 (ANNEXURE - IV). The process of implementation at the district level will be assessed and evaluated by the District Mentoring Committee at regular meetings at the end of every quarter. This committee will submit reports to the State Mentoring Committee every quarter.

3. FINANCIAL COMMITMENTS

3.1 The budget for the implementation of the project will be as per the details that were presented in the Project Implementation Plan 2009 – 2010 of Tamil Nadu and which were passed by the Executive Committee of the State Health Society in July 2009. This budget is presented in ANNEXURE - I.

3.2 The State Health Society will release the funds in four tranches one every quarter. The quarterly budget estimates for the Total, State, District and Block level activities are presented in ANNEXURE - V.

3.3 The release of funds for the next tranche will be based on the assessment of having completed all milestones (presented in ANNEXURE - V) satisfactorily and the recommendation of the State Mentoring Committee.

3.4 The funds will be transferred to CHC – SOCHARA who will in turn transfer the necessary funds to the DIST-NGO.

3.5 The DIST - NGO will follow the agreed work plan developed in partnership with and approved by the State Nodal NGO and will maintain accounts according to the NRHM guidelines and submit financial reports as detailed under.

4. ADMINISTRATION OF THE MoU

4.1 The MoU is being signed between the CHC- SOCHARA and DIST - NGO for a period of one year starting from 1st March 2010 till 28th February 2011. The MoU may be renewed after the first year based on the internal assessment of the progress achieved, the plans of expansion of the process by the Government of Tamil Nadu and a participatory evaluation by an external body.

4.2 For the period of the Project Dr. Rakhal Gaitonde of CHC-SOCHARA will be designated the Project Manager and will be responsible for the overall functioning and implementation of the Project. Dr. Rakhal Gaitonde will also represent CHC-SOCHARA in matters pertaining to the project. Similarly Mr. Ameer Khan of CHC – SOCHARA will be designated as Assistant Project Manager and will be responsible for the implementation of the project and will represent the Project Manager in the absence of the latter.

4.3. For the period of the Project Dr.K.V.Arulalan will be designated the District Coordinator and will be responsible for the overall functioning and implementation of the project.

5. REPORTING AND ACCOUNTING STANDARDS

5.1 The DIST - NGO will be accountable to the District Mentoring Committee and to the State Nodal NGO towards the reaching of the milestones agreed to.

5.2 The DIST - NGO will be accountable to the State Nodal NGO in relation to the proper utilization of the funds provided to it for the implementation of the project.

5.3 The DIST - NGO will provide the following financial reports to the State Nodal NGO.

S.No.	Name of Report	Frequency	Due Date
1	Statement of expenses	Monthly	5 th of the following month
2	Audited Report and Utilization Certificate	Quarterly	15 th of the first month of the succeeding quarter.

5.4 It is also agreed that the CHC - SOCHARA through their agencies or representatives have the rights to conduct audit/reviews of the DIST - NGO during the currency of this MoU.

CHC - SOCHARA shall be under an obligation to assist and support the parties /representatives of such audits and /or reviews and shall provide all the required information /data/resources as may be required by the parties/agents/representatives for carrying out such audits/ reviews.

5.5 DIST - NGO shall ensure that it will take appropriate and timely corrective actions, consider whether the audit necessitate adjustment of its own records and require to permit independent auditors, employees, agents or representatives appointed by CHC - SOCHARA to have access to the records and financial statements of DIST - NGO as necessary.

6. DURATION

This Memorandum of Understanding will come into effect upon signature of both the parties on the date set forth below and remain in force for one year or until either party wishes to withdraw by giving a notice of three months in writing. In the absence of any notice for withdrawal it shall stand extended for another period of one year.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All reports and publications generated under this partnership will acknowledge the role of the other Parties. There is no bar on either party publishing its experiences or studies of this area of work that it has conducted. When it is a jointly planned study, the IPR for the same will be stated by a separate agreement.

7.2 Evaluations, rapid appraisals, action research generated under the partnership can be written and utilized by all the parties with due acknowledgement.

8. GOVERNING LAW AND DISPUTE RESOLUTION

The provisions of this MoU shall be governed by and construed in accordance with Indian law and the courts at Chennai shall have exclusive jurisdiction in connection with any disputes arising out of this MoU.

SIGNATURES OF ALL PARTIES CONCERNED

**(1) CHC- SOCHARA
represented by**

**Edward Premdas Pinto
Secretary
SOCHARA, Bengaluru.**

**Dr. Rakhal Gaitonde
Project Manager
Community Health Cell Extension Unit
Chennai**

**(2) DIST - NGO
represented by**

**Sr.Anbarasi
President
CHAT,Edaimalaipatti pudur,
Trichirappalli**

**Mr.S.S. singh
District Coordinator
Community Action for Health
Perambalur & Ariyalur District**

Witness:

1.

2.