

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

26 JUL 2013

महाराष्ट्र MAHARASHTRA

मान मुद्रांक कार्यालय, मुंबई
मु. विद्येता क्र. ८४०
20 JUL 2013
क्षम अधिकारी

विडम्बे नं. १
जंघेरी कोर्ट बर एसोसिएशन सेपोसिडन मेजीस्ट्रेट
अधिते (१) मु. विद्येता क्र. ८४०
HM 745079

दिनांक _____ 26 JUL 2013
सर्व धी _____
यांना _____ दिक्ते
JWS FOUNDATION
Jindal Mansion,
S. Dr. G. Deshmukh Marg,
Mumbai 400 026
वरवानाशरक मुद्रांक विक्रेता

श्री. विनोद नंदुरकर

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF WOMEN AND CHILD DEVELOPMENT,
GOVERNMENT OF MAHARASHTRA

AND

THE JSW FOUNDATION

January 16, 2014

THIS MEMORANDUM OF UNDERSTANDING is entered into at Mumbai on the 16th day of January , 2014 (the “**MOU**”)

THE DEPARTMENT OF WOMEN AND CHILD DEVELOPMENT, Government of Maharashtra having its office at Mantralaya, Mumbai (hereinafter referred to as “**DWCD**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, executors, trustees, successors and assigns) of the **ONE PART**;

AND

THE JSW FOUNDATION, a public charitable trust formed under the provisions of the Bombay Public Trusts Act, 1950, and having its Registered Office at 6, Prithvi Raj Road, New Delhi and Administrative Office at Jindal Mansion, 5A, Dr. G. Deshmukh Marg, Mumbai – 400 026 (hereinafter referred to as “**JSW**”, which expression shall, unless it be deemed repugnant to the context or meaning thereof, be deemed to mean and include its respective administrators, executors, trustees, successors and assigns) of the **OTHER PART**.

JSW and DWCD shall hereinafter collectively be referred as the “**Parties**” and individually as the “**Party**”..

RECITALS:

- A. JSW is a trust formed to render charitable work in the field of providing, among other things, education and healthcare and plans and implements the social development activities of the JSW Group of Companies;
- B. DWCD implements the Integrated Child Development Services scheme (“**ICDS**”), a national initiative in partnership with the various State Governments to improve nutrition among women and children under the age of 6 (six) years;
- C. Pursuant to mutual discussions between the Parties, it has been decided that the Parties shall enter into this MOU in order to facilitate the implementation of a comprehensive program to achieve the goals of reduction in malnutrition among women (adolescent girls, pregnant and lactating) and children below the age of 6 (six) years in Thane, Maharashtra (the “**Project**”); and

- D. To fulfill the willingness of the Parties in the implementation of the Project in Thane District, Maharashtra, the Parties have agreed to reduce their mutual understanding and the broad terms and conditions in writing in this MOU as enumerated below.

NOW THIS MOU WITNESSETH AS UNDER AND THE PARTIES HERETO AGREE AS FOLLOWS

1.Scope of the Project:

1.1 This MOU enumerates broad terms and conditions mutually agreed between the Parties for implementing the Project.

2.Responsibilities of Parties:

2.1 DWCD:

- a) DWCD shall ensure the full availability and active participation of its cadre along with the representatives of JSW, in order to achieve the goals of the Project, i.e. reduction of malnutrition among women (adolescent girls, pregnant and lactating) and children below the age of 6 (six) years in Thane district.
- b) DWCD shall be responsible for payment of salary/honorarium and other benefits to anganwadi workers (“AWW’s”) and anganwadi helpers (“AWH’s”) working in various anganwadi centres (“AWC’s”) as per the State Government norms/rules/patterns.
- c) DWCD shall continue to provide the usual ICDS services through the anganwadi centers as per Central/State Government rules/regulations.
- d) DWCD shall ensure the support to the JSW team by way of information on the health status of children of the chosen AWCs.
- e) DWCD shall ensure that necessary information on AWC children is provided to JSW which will help work towards the welfare of children.

2.2 JSW: JSW shall support the implementation of appropriate action mutually agreed and signed the Parties which is specifically provided in **Annexures 1** hereto. JSW shall spend all the expenses planned and agreed upon by the Parties directly, in consultation and coordination with the commitments of DWCD. All the communications relating to the implementation of the project shall be communicated only through the designated officials from both the parties and at no time instructions/ orders will be given to the functionaries of DWCD.

3. Communications

3.1 The Parties may profile this program and its parties in their relevant corporate communications and publications.

3.2 The Parties agree not to bring the name or logo of either Party into disrepute in any way whatsoever; and that none of their activities or those of any subsidiary or holding company are or

will be inimical to either party. Use of the name or logo of either Party, requires advance approval by the designated members of other Party.

3.3 The size and placement of anything that relates to the branding of either party must be mutually discussed and agreed upon. At no time the size of the sign board of the project shall be more than two third of the size of the board of the Anganwadi

4. Terms and Termination of MoU:

4.1 This MOU shall come into force from the date of its execution by the Parties (the “**Effective Date**”) and shall remain valid and binding for a period of 6 (six) years from the Effective Date (the “**Term**”).

4.2 The Parties may extend the Term for such further period as may be mutually agreed and reduced to writing.

4.3 Either Party shall be entitled to terminate this MOU by providing 1 (one) months’ prior notice in writing to the other Party. On expiry of the said notice period, this MOU shall stand terminated

4.4 This MOU can be terminated forthwith by a mutual agreement reduced to writing, between the Parties.

5. Notices:

5.1 Any notice or other communication required to be sent under this MOU shall be sent or delivered to the receiving Party at the address set forth below, or at such other address as the Parties may from time to time designate in writing:

JSW Foundation:

Mr. Rakesh Kumar, Dy. General Manager – CSR, JSW Steel Ltd., Mumbai

DoWCD:

The Dy. CEO (Child Development), ZP Thane

6. Program costs

6.1 JSW shall provide financial support to the activities agreed upon in this MOU as contained in **Annexures 1** hereto.

6.2 Whenever, special studies and follow-ups are needed, JSW will budget for it separately based on mutual agreement between the Parties.

7. Confidentiality

7.1 The Parties agree to keep confidential all the information exchanged in relation to the Project contemplated herein between the Parties (the “**Confidential Information**”) and shall not disclose such Confidential Information to any third party.

7.2 The foregoing shall not apply to:

7.2.1 Confidential Information which was in the public domain at the time of disclosure;

7.2.2 Confidential Information which was in the possession of the other Party;

7.2.3 Confidential Information required to be disclosed by any order of a court or statutory authority;

7.2.4 Confidential Information lawfully received from a third party; and

7.2.5 Confidential Information, which has become publicly available through no fault of the other Party.

8. Assignment / Non-Transferability

8.1 Neither Party shall assign this MoU in whole or in part without the prior written consent of the other Party.

8.2 Any purported assignment by either Party without the said written consent by the other Party shall be void and of no effect.

9. Amendment

9.1 No modification or amendment to this MoU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by the Parties.

10. Partial Invalidity / Severability

10.1 If at any time, any provision of this MoU shall become or be held illegal or invalid in any respect under any law, then the legality and/or validity of the remaining provisions shall not in any way be thereby affected or impaired.

10.2 Any invalid provisions of this MoU shall be replaced with a provision which is valid and most nearly reflects the original intent of the invalid provision.

11. Exclusivity

11.1 The understanding arrived at between the Parties hereto is on non-exclusive basis and either of the Parties may enter into similar agreement with any third party during the term of this MOU.

12. Relationship of Parties

12.1 Nothing contained in this MoU shall be deemed to create any partnership, joint venture, employment between the Parties hereto and it is agreed that the Parties shall have a "Principal to Principal" relationship.


13. Counterparts


13.1 This Agreement is executed in 2 (two) counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute one and the same instrument.

14. Governing Law and Jurisdiction


14.1 This MOU and the rights and obligations of the Parties hereunder shall be governed, construed and interpreted in accordance with Indian Law. The Courts at Mumbai shall have exclusive jurisdiction over any disputes relating to this MOU.


Signed on behalf of their respective organizations by:


(Mr. Ujjwal Uke)
Principal Secretary, DWCD
Government of Maharashtra
Women and Child Development
Department
Mumbai
Government of Maharashtra
Mantralaya, Mumbai - 400 032.


(Mrs. Sangita Jindal)
Chairperson
JSW FOUNDATION
JSW Foundation, Mansion,
501 Dr. G Deshmukh Marg,
Mumbai 400 026

In Witness Whereof:


(Mr. B. B. Chavhan)
Dy. Secretary/
DWCD
Govt. of Maharashtra


(Mr. Parth Jindal)
Economic Analyst,
JSW Group

ANNEXURE I

Context:

Department of Women and Child Development (DWCD), Government of Maharashtra (GoM) implements the ICDS program to improve the nutritional status of women and children under the age of six years through a very well designed and comprehensive strategy. However Thane district has been faced with various challenges in improving the nutritional status of women and children with a substantial population being tribal and underdeveloped on social development indicators.

JSW Foundation is very keen to work with DWCD under its Corporate Social Responsibility (CSR) initiatives in improving the nutritional status of women and children under the age of six years in Thane district.

Objective:

1. At the end of the project period, reduce malnutrition among children below the age of six years in Thane district as per the norms defined by Government of Maharashtra
2. As a related impact, reduction of IMR & MMR in Thane district

Expected outcome:

1. All the possible cases of malnutrition in Thane district handled
2. JSW-DWCD joint initiative taken up by Planning Commission in 13th five year plan document

Expected Outcome in first six months of the execution:

In Jawhar Taluka,

1. Complete line listing of all the mothers (pregnant and lactating) and children below six years through baseline survey and regular update on the services due to them
2. Data Validation by DWCD team on a monthly basis
3. Tackle 100% SUW children through special feed including therapeutic supplement
4. Providing micronutrient sprinkles to all the underweight children
5. Reduction of malnutrition among children under the age of six years under the underweight category from 49% to 35% at the time of start
6. Reduction in Low Birth Weight (LBW) babies from 35% to 25% with a focus on promotion of recommended breast feeding practices
7. Identification of all the post-natal check-up related diet and lactation issues
8. Leveraging all other entitlements to the tribal in the taluka and update on a monthly basis

Strategy for Implementation:

1. A six year phase wise implementation strategy is planned where two Taluka shall be taken in the first year, seven in the year two, and the remaining all in third year. After six years, a joint review shall be done to plan the future steps.
2. However, the entire scaling up and project implementation strategy shall be jointly reviewed every year to take appropriate shifts/ amendments

Key components of the project:

1. Technology:

- a. Facilitating the updation and validation of the baseline data and monthly reports by:
 - i. Data entry, line listing of all the children and mothers (both pregnant and lactating)
 - ii. Providing Stadiometer¹, Infantometer², Weighing scale³, and MUAC⁴ to all the anganwadi centres (wherever appropriate based on baseline data) to track children growth in weight and height based on identified gaps
- b. Providing Laptops to all the supervisors who monitor all the anganwadi assigned to them in addition to the supervisory support based on data inferences. This will also be used for Information, Education, & Communication (IEC) during supervision visits. Supervisors are the government link between Anganwadi (a honorarium based position) and ICDS (Integrated Child Development Scheme).

2. Capacity Building:

- a. Intensive capacity building process to enhance the efficiency and effectiveness of the team {(DHFW- Department of Health and Family Welfare), (DWCD), (DIPR - Department of Information and Public Relation) through leadership , mentoring and motivation training through:
 - i. Three day intensive planning workshop with key officials (District level, Taluka level, Anganwadi level, Community level) at Taluka level
 - ii. Cascade model of training is planned:
 1. Two one day basic sensitization training on achieving performance excellence at Taluka level (supervisors and AWW)
 2. Identification of potential master trainers during the process
 3. Three day intensive “Training of Trainers (ToT)” program followed by three day refresher inputs after one month
 4. Two two day ToT refresher training after every two months for next four months
 5. Monitoring/ observation by Master trainer of the representative Anganwadi (AWW) level training every month
 6. Process facilitation and debriefing to the key officials on a monthly basis for first two months by Master trainer
 7. Process facilitation and debriefing to the key officials on a bi-monthly basis till March 2013-14 by Master trainer

¹ Stadiometer is a height measuring instrument and it would help track the nutrition of the child.

² Infantometer is an instrument to measure the height of the infants

³ weighing Scale is used for taking the weight of infants and children

⁴ MUAC(Mid Upper arm Circumference): is a screening measure for undernutrition and as per the WHO norm

b. There will be also training inputs on promoting low cost and hygienic cooking practices at the community level to improve the nutritional status through group of master trainers developed within the existing cadre.

3. Information, Education, and Communication (IEC): Community mobilization on the issue in partnership with other stakeholders through:

- a. Beautification of selected Anganwadis for multiplier effect by community ownership
- b. Mothers meeting, one to one counseling, and ward level activities
- c. Posters, leaflets, and Standees
- d. Knowledge development and management through various media through mutual discussion and agreement

4. Direct Support: Special feed/ Micronutrient supplement to all the, SUW children Both JSW & DWCD shall jointly discuss the recipe, and approve the supplier and supply. The supply shall be administered by Anganwadi through DWCD.

5. Monitoring and Evaluation:

- a. Cluster based approach for both mentoring and monitoring upto Anganwadi level and above
- b. Joint monitoring and validation of the data/ report by JSW & DWCD
- c. Semi-annual audit by JSW

Role of project partners

DWCD: DWCD, GoM shall ensure the full and active participation of its cadre along with the representative of JSW Foundation, in order to achieve the goals of this partnership, i.e. reduction of malnutrition among women and children below the age of six years in Thane district. Payment of salary/honorarium and other benefits to AWW and AWH as per the State Govt, norms/rules/patterns. DoWCD will continue to provide the usual ICDS services including 2 meals of supplementary nutrition, pre-school education, health care etc. to the Anganwadi centers as per the Govt. rules/regulations.

JSW : JSW shall be a joint partner in implementation of this project. JSW shall directly purchase the equipments and hand it over to respective staff in consultation with Dy. CEO ZP Thane. JSW shall directly spend the money and not handover/ transfer any fund to government. From the second year onwards, the technology cost shall be proportionately shared by GoM. Additionally JSW shall jointly monitor the program and validate the updates on a regular basis. JSW shall also commission semi-annual audit.

Implementation concerns (to anticipate and overcome):

1. All the sanctioned positions must be filled out before the start of the program
2. DWCD must facilitate the participation of its cadre in the program at all the levels including training and monitoring
3. All the approvals and related circulars must be issued before the implementation of the program

Project Financial Outlay:

1. Rupees Five Crores over six years
2. In the year 1, Rs. 76.00 Lakhs

Expected support by Government:

1. GoM Shall facilitate the regular continuation of continuation of their ongoing programs:
 - a. Putting its effort for running the Village Child Development Centre (VCDC) wherever applicable
 - b. Regular supply of Take Home ration (THR), hot cooked meals, Rashrtiya Bal Swasthya Karyakram (RBSK) medical check-ups, free transportation of the women for safe institutional delivery
 - c. Local logistic support to all the training program conducted at Taluka level and below
 - d. Putting its best effort so that all the positions are filled before the implementation begins
 - e. Putting its effort for the implementation of all the relevant government schemes to the beneficiaries in the project area

Modality of payment:

1. Technology: Following are the key points under this component:
 - a. Branded with JSW, Stadiometer and MUAC to be supplied at all the Anganwadis to facilitate the measurement of undernutrition
 - b. Facilitating the updation and validation of the baseline data through cadre of Mission and interns from School of Social Work
 - c. Updation and validation of monthly reports by ICDS on a monthly basis
 - d. Cost of Stadiometer (Rs. 450/piece/ Anganwadi) and MUAC (Rs. 2/ 3 per piece and 5 per Anganwadi)
2. Capacity Building: Intensive capacity building process to enhance the efficiency and effectiveness of the team (DoHFW, DoWCD, DoPR) through leadership , mentoring and motivation training:
 - a. JSW facilitates the entire training design, training implementation, documenting and scaling up
 - b. JSW shall directly pay the cost to the service providers including the trainer
 - c. GoM will facilitate smooth implementation of the training processes
3. Information, Education, and Communication(IEC): Community mobilization on the issue in partnership with other stakeholders through:
 - a. Mapping out the strategy in consultation with local departments including DoIPR
 - b. Beautification of one Anganwadi per cluster
 - c. Strengthening of all the community mobilization activities planned under the strategy
4. Direct Support: Special feed/ Micronutrient supplement to all the SUW children:
 - a. JSW & Commissioner WCD shall jointly work out the recipe for special feed of SUW children
 - b. JSW commits for 60 days for the supply of special feed to SUW children
 - c. Random quality check of the delivered product is done by both the parties
5. Monitoring and Evaluation:
 - a. Both JSW & members of District level steering committee discuss and agree on the joint M&E process
 - b. The M& E is appreciative growth based rather than punitive action based
 - c. The process and documents lead to evidence building for nationwide scaling up
6. Budget:
 - In the first year : Rs. 76 lakhs
 - Budgets for next five years shall be prepared and requested for approval in June 2014.