Memorandum of Understanding

This four and a half month (4.5) Memorandum of Understanding (MoU) is starting on the 15th of August 2016 is signed between:

Department of Women and Child Development, Government of Maharashtra having its office address at 3rd Floor, New Administrative Building, Opposite Mantralaya, Mumbai (hereinafter referred to as "DWCD"), and

Integrated Child Development Service Commissionerate having its office address at 1st Floor, Raigad Bhavan, C.B.D. Belapur, Navi Mumbai, - 400614 (hereinafter referred to as "ICDS"), and

Fight Hunger Foundation registered under Section 25 of the Companies Act, 1956 in Mumbai since August 2012 having its Principal office registered office at F/201, Sai Prasad Building, Sion Kamgar Cooperative Housing Society Limited, 29th Road, Bhandarwada, Sion West, Mumbai 400022 (hereinafter referred to as "Agency"),

And henceforth collectively both are referred to as "parties" to this MoU.

WHEREAS, DWCD is the nodal department of Government which governs the implementation of schemes for welfare of women and children with specific focus on their growth, development and protection.

WHEREAS, ICDS is responsible for implementation of Integrated Child Development Scheme in the State to address the growth needs of children under the age of six years

WHEREAS, Agency is an Indian not for profit, non-political and non-religious organization. Fight Hunger Foundation has a binding agreement with an International NGO named Action Against Hunger, the world's leading organisation specialising in malnutrition, implementing programs in 47 countries around the world. Since 2012, Fight Hunger Foundation has been implementing activities related to malnutrition prevention and treatment within the state of Maharashtra and Madhya Pradesh.

In January 2014, Agency with support of Sion Hospital conducted sensitization training of 50 anganwadi workers from 11 different sectors of Mumbai on Community based Management of Acute Malnutrition. It also has strong collaboration with Sion Hospital where the organization is supporting the production of Medical Nutrition Therapy (MNT) since 2014 via a food technologist employed by the Agency supporting the unit technically. Agency was also contracted by the Ministry of Health and Family Welfare Maharashtra, UNICEF Maharashtra and the Rajmata Jijau Child Health and Nutrition Mission to undertake SMART surveys in Jowhar, Mokhada and Vikramgad block of Palghar district in Nov/Dec 2015. In the future, Agency plans to participate to the ISSNIP trainings and support its roll-out across the state.

On 4th August 2016, the organization has inaugurated its first Outpatient Therapeutic Center within Shivaji Nagar in Govandi where it will also be training anganwadi workers for successful implementation of the program on Community based Management of Acute Malnutrition.

This MoU is being entered into for collaboration on Corporate Social Responsibility (CSR) projects in the areas of Mokhada block of Palghar district that has a high tribal predominance, poor health indicators and high malnutrition prevalence.

WHEREAS parties in principle agree to cooperate, to have further dialogues and to further negotiate and finalize the mutual beneficial relations.

1. Scope of Work:

In consideration of the premises the parties hereby agree as follows:

- i. Activities to be carried out by the Agency:
 - Develop standardized training materials/packages (posters, flip books, leaflets, presentations
 etc) and monitoring tools for delivery of trainings at district and block level to ICDS staff
 (AWWs, AWHs, Lady Supervisors and CDPOs) as and when need identified on topics related
 to Community based Management of Acute Malnutrition, Infant and Young Child Feeding
 (with specific focus on the 1000 days initiative), Counselling and Communication skills, etc.
 - Promote community role in management of malnutrition through technical assistance and support to the AWCs in implementation and monitoring of CMAM program through home visits and counselling.
 - Support referral of medically complicated SAM children to Nutrition Rehabilitation Centers (NRC) for effective treatment, and of MAM children to Anganwadi Centres in collaboration with AWW.
 - Raise funds to procure RUTF, hire additional staff, conduct trainings to facilitate smooth implementation of this project
 - Comply with decisions taken jointly with ICDS.
 - Monthly sharing of data on SAM/MAM with district officials and ICDS for collective efforts.
 - Organize project review meetings/workshops with authorities to disseminate the findings and results with other stakeholders and decision makers as agreed upon through prior discussion.
 - Conduct analysis of all the program data and report findings, needs and recommendations for wider dissemination.

- ii. Activities to be carried out by DWCD and ICDS:
 - DWCD and ICDS will not provide any financial support, but the frontline staff under DWCD and ICDS shall support in implementation of the project in terms of administrative facilitation only.
 - The representatives of both the parties shall specially monitor the progress of the initiatives undertaken under this MoU.
 - Develop a collaborative strategy along with an activity plan for the 4.5 months project at the block level.
 - Provide permissions for all trainings, awareness camps, field events and other community mobilization activities identified during the project course.
 - Provide permission to use RUTF for management of SAM children in Mokhada block of Palghar district.
 - At field level, share lists of children, lists of pregnant and lactating women.
 - Share District Action Plan and data with particular emphasis on stunting, wasting & underweight.
 - Ensure availability of ICDS staff for the mutually agreed trainings.
 - Support implementation and monitoring of field activities through field staff i.e. AWWs and Anganwadi Supervisors.
 - Promote and support all activities targeted to addressing malnutrition in children, women and adolescent girls.
 - Invite Fight Hunger Foundation to their regular meetings at block and district levels.
 - Engage Fight Hunger Foundation as technical partners in planning and rolling out new programmes and schemes related to health, nutrition, child development and WASH

2. General Provisions:

- i. It is hereby expressly made clear that the intention of the parties is not to create binding agreement between the parties and no party shall have right to file claim against other party.
- ii. The parties understand that neither this MoU gives any right to any party, nor does it creates a partnership, joint collaboration or employment is created as a result of this MoU. This MoU is not intended to create legally binding obligations on either Party.
- iii. Except as expressly provided by this MoU, no Party will be liable for or bound by any representations, acts or omissions whatsoever of the other party.
- iv. Each Party will bear all of its own expenses necessary to meet its duties and obligations under this MoU. Neither party can create or cause to create any charge against the other party as per this MoU.
- v. All the Terms & conditioned mentioned in the Department GR No: ABV-2015/ CR No.31/ Desk-5 dated 20th May 2015 regarding Implementation of Corporate Social Responsibility (CSR) initiatives for Women and Child Development Department, Government of Maharashtra has to be binding on the Agency

3. Validity of the MoU Agreement:

This MOU will come into effect on date of signature by all partners and will end after 4 months, 15 days from the date of signing of this agreement.

4. Amendment:

This MOU may be varied at any time by mutual agreement of the parties in writing. It shall be reviewed one month before the end of contract date or at a time mutually agreed by the parties for possible renewal.

5. Termination:

Each Party may terminate this agreement after giving the due notice of 30 days to the other Party.

In witness where of the parties have caused this Memorandum to be executed through their authorized representative on the day and year first above written.

For and on behalf of

Women and Child Development Department, Government of Maharashtra

Integrated Child Development Service Commissionerate

Fight Hunger Foundation

(AUTHORISED SIGNATORY) (AUTHORISED SIGNATORY)

Name: Shri Sanjay Kumar Name: Smt. Vinita Ved Singhal Name: Dr. Wasundhara Joshi

Designation: Addl. Chief Secretary Designation: Commissioner Designation: Director