

# Memorandum of Understanding

This Memorandum of understanding (MOU) entered on the 1<sup>st</sup> day of January 2021 between

- i. **Asha for Education**, with its registered office at 340 S Lemon Ave, Ste 2742, Walnut, CA 91789, USA (hereafter referred to as “THE DONOR”)

**AND**

- ii. **Sense International India**, a Trust registered under the Bombay Trusts Act, 1950 having its offices at 2<sup>nd</sup> Floor, Administrative Block, Andhajan Mandal Campus, Opposite IIM, Vastrapur Ahmedabad – 380015, India (hereafter referred to as “Sense India”)

**AND**

- iii. **Disha Charitable Trust**, a Trust registered under the Bombay Trusts Act, 1950 having its offices at 62, Sampatrao Colony, Opposite Circuit House, Alkapuru, Vadodara - 390005, India (hereafter referred to as “Disha”)

THE DONOR, Sense India and Disha shall jointly be referred to as “Parties” and individually as “Party”

WHEREAS:

- i. Sense India is a charitable organization, working for children and adults with deafblindness, their families and educators since 1997.
- ii. Disha is a charitable organisation, working for children with disabilities and their families since 1999.
- iii. Sense India has approached THE DONOR with a request for funding support to the project titled Educational Services for Children with Deafblindness and Multiple Disabilities in Vadodara, Gujarat
- iv. The project will be jointly implemented by Sense India and Disha. Roles and Responsibilities of Sense India and Disha towards the project are given in Annexure 2
- v. THE DONOR has agreed to provide a donation of a sum not exceeding **INR 5,69,980** to support the Project

**This memorandum of understanding witnessed as follows:**

- 1) This Agreement shall be effective as of **1<sup>st</sup> January 2021** (“Effective Date”) and shall continue up to and including **31<sup>st</sup> December 2021** (“Expiry Date”).
- 2) No expenditure incurred by Sense India and Disha either before the Effective Date or after the Expiry Date of this Agreement shall be considered eligible for payment under this Agreement.
- 3) In the event that Sense India and Disha are unable to complete the Project during the term of this Agreement, the DONEE shall promptly, but no later than thirty (30) days

before the Expiry Date, request written authorization from DONOR for an extension of the Term of the Agreement. In the event if the DONOR rejects the extension request or if the DONEE fails to submit a timely request for an extension, then the Expiry Date shall remain in effect.

- 4) THE DONOR shall provide a donation of a sum not exceeding **INR 5,69,980** to Sense India and Disha to fund the Project as per the budget bifurcation in Annexure 3. The balance funding required for the Project shall be arranged and organised by Sense India and Disha on its own and The Donor shall not be responsible for the same. The budget for the PROJECT is shown as Annexure 3
- 5) THE DONOR shall disburse its agreed financial contribution in accordance with "Payment Schedule" as described in Annexure 4
- 6) Sense India shall submit to THE DONOR, a fund utilisation report and Activity report every six months.
- 7) Sense India and Disha will share the receipt of the grant received
- 8) THE DONOR or its representatives, with prior intimation, can visit the project locations where Disha carries on its activities under the PROJECT. Sense India and Disha agree that they will facilitate such visits and arrange to provide the necessary details/reports about the work being carried out by Sense India and Disha
- 9) Disha will follow the safeguarding policies recommended by Sense India which includes Child and Vulnerable Adult protection policy, Whistleblowing Policy & Procedure, Safer Recruitment Policy, Equality & Diversity Policy and Compliments & Complaints Policy and Procedures
- 10) Disha will provide quarterly narrative and financial reports of the Project to Sense India
- 11) Sense India will provide six-monthly narrative and financial reports of the Project to THE DONOR
- 12) Any dispute or differences arising in respect of this MOU including interpretation of clauses of this MOU shall be settled by all the parties by mutual discussion.
- 13) The Parties shall ensure compliance with all the applicable FCRA laws, enactments and regulations including but not restricted to anti-bribery, anti-corruption and anti-money laundering laws while performing their respective roles and responsibilities as mentioned in this MOU or as mutually agreed in writing by the Parties. The Parties have taken all required corporate, statutory and other applicable administrative approvals for enabling them to sign, execute and deliver this MOU and the person signing this MOU has been duly authorized to sign, execute and deliver this MOU and to bind the Parties hereto.
- 14) All notices, demands and other communications hereunder shall be in writing and be served on the parties at their respective addresses mentioned below.

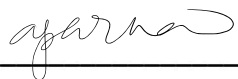


For Donor	Aparna Deshmukh, Member, Asha for Education 340 S Lemon Ave, Ste 2742, Walnut, CA 91789, USA <a href="mailto:aparna.s.deshmukh@gmail.com">aparna.s.deshmukh@gmail.com</a>
For Sense India	Akhil Paul, Director

	Sense International India, 2 <sup>nd</sup> Floor, Administrative Block, Andhajan Mandal Campus, Opp. IIM, Vastrapur, Ahmedabad – 380015 <a href="mailto:akhil@senseintindia.org">akhil@senseintindia.org</a>
For Disha	Naresh Chawla Disha Charitable Trust 62, Sampatrao Colony, Opposite Circuit House, Alkapuri, Vadodara - 390005, India dishatrustedbaroda@gmail.com

15) In addition, for day to day project updates, the following persons at Sense International India can be contacted:

- a. For reports and utilisation: Irbaaz Shaikh ([irbaaz@senseintindia.org](mailto:irbaaz@senseintindia.org))
- b. For project-related work: Uttam Kumar ([uttam@senseintindia.org](mailto:uttam@senseintindia.org))

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have caused this MOU to be executed as of the date first written above.

<p><b>For Asha for Education</b></p> <p>Signature </p> <p>Name: Aparna Deshmukh Designation: Director</p>	<p><b>For Sense International India</b></p> <p>Signature </p> <p>Name: Akhil Paul Designation: Director</p>
<p><b>For Disha Charitable Trust</b></p> <p>Signature </p> <p>Name: Naresh Chawla Designation: Chairman, Board of Management</p>	

## **Annexure 1: Project Deliverables**

The project will achieve the following in 1 year:

- Need-based individualised education, therapy and rehabilitation services to 35 (20 enrolled + 15 new to be identified) children with deafblindness and multiple disabilities
- Capacity building of 70 parents/family members of children with deafblindness and multiple disabilities to provide quality care to their family members and advocate for their issues
- Capacity building of Disha on deafblindness and related issues. 4 Disha staff members will be provided with capacity-building support by Sense India, ensuring the long-term sustainability of the work
- Training and capacity building of 10 government teachers associated with the Inclusive Education for All initiative, for identification and inclusion of children with deafblindness and multiple disabilities in mainstream schools
- A support group of parents and teachers will be formed and strengthened at the project location to advocate for the rights of persons with deafblindness and multiple disabilities

## **Annexure 2: Roles and Responsibilities**

Sense India Roles and Responsibilities:

- Lead organisation for project implementation, monitoring and reporting
- Support Disha on deafblindness and project management
- Training and capacity building of Disha staff through workshops at the national and regional level, onsite training and mentoring
- Provide necessary resource materials to Disha
- Strengthen the group of parents/families and provide them with training and capacity building
- Provide six-monthly narrative and financial reports to The DONOR

Disha Roles and Responsibilities:

- Provide needs-based individualised services to children with deafblindness at its Vadodara centre under Sense India's guidance
- Organise exposure visit, training and family meetings for children with deafblindness and their families
- Provide quarterly narrative and financial reports to Sense India

### Annexure 3: Budget

Particulars	Approved Budget (INR)	Grant to Sense India (INR)	Grant to Disha (INR)
<b>Human Resource Costs</b>			
1 Project Coordinator - INR 5,000 x12 (Part time)	60,000	-	60,000
1 Special Educator - INR 11,500 x12	1,38,000	-	1,38,000
1 Special Educator - INR 15,500 x12	1,86,000	-	1,86,000
<b>Human Resources Total</b>	<b>3,84,000</b>	<b>-</b>	<b>3,84,000</b>
<b>Activities</b>			
Travel for children to center- INR 3,300 x12	19,800	-	19,800
Centre Running Cost - INR 1,200 x 12	7,200	-	7,200
<b>Activities Total</b>	<b>27,000</b>	<b>-</b>	<b>27,000</b>
<b>Capacity Building, Networking and Advocacy</b>			
<b>Regional training on deafblindness</b> (Participation cost for 2 members)	10,000	10,000	-
<b>National training on deafblindness</b> (Participation cost for 2 members)	10,000	10,000	-
<b>Mentoring Support - Professionals from other NGOs</b>		-	
Travel & Subsistence	15,000	15,000	-
<b>Capacity Building, Networking and Advocacy Total</b>	<b>35,000</b>	<b>35,000</b>	<b>-</b>
<b>Monitoring and Evaluation</b>			
Programme Management, quality review, documentation and reporting by Manager - Programme (10%)	42,316	42,316	-
Financial monitoring, record-keeping & reporting by Officer- Accounts (10%)	29,848	29,848	-
<b>Monitoring and Evaluation Total</b>	<b>72,164</b>	<b>72,164</b>	<b>-</b>
<b>Total Direct Costs</b>	<b>5,18,164</b>	<b>1,07,164</b>	<b>4,11,000</b>
<b>Project Administration Costs @ 10%</b>	<b>51,816</b>	<b>51,816</b>	<b>-</b>
<b>GRAND TOTAL</b>	<b>5,69,980</b>	<b>1,58,980</b>	<b>4,11,000</b>

**Annexure 4: Grant Disbursement Schedule**

Sr. No.	Payment period	Amount Payable	Anticipated date of Payment
1	First Instalment – January 2021	Sense India: INR 80,000 Disha: INR 2,06,000	Week 1 – Jan 2021
2	Second Instalment – July 2021	Sense India: INR 78,980 Disha: INR 2,05,000	Week 1 – July 2021