



महाराष्ट्र MAHARASHTRA

2022

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००९४
27 SEP 2022
सक्षम अधिकारी

श्रीमती स्नेहा भोसले

This Memorandum of understanding ("MOU") is made on this

by and

Between

The Public Health and Family Welfare of Maharashtra, a ministry in the Government of Maharashtra, through Hon. Director referred to as "Health Department of Maharashtra" as a FIRST PART hereinafter

And

Salaam Mumbai Foundation, a non-profit organization registered under the Maharashtra Public Trusts Act, 1950 and also registered under section 12A of Income Tax Act, having its Registered office at 1st Floor Nirmal Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as "SMF", as a Second Part.

"Health Department of Maharashtra" and "SMF" are hereinafter, wherever the context so requires individually referred to as "Party" and collectively as "Parties".

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पद्मसंघात, जनरोम्य संघ
(अससर्ग, १०५ रांग), मुंबई

जोडपत्र - 9 Annexure - 1

सा प्रतिज्ञापत्रासाठी (For Affidavit)

गुद्रांक विकस घेणाऱ्याचे नाव
गुद्रांक विकस घेणाऱ्याचे पत्ता SALAAM MUMBAI FOUNDATION
गुद्रांक विकस घेणाऱ्याची गांधी चौकी अहम. क्रमांक 1st Floor, Nirma Building,
Man Point, Mumbai: 400021

गुद्रांक विकस घेणाऱ्याची साक्ष
परतंत्रता क्रमांक 2 NOV 2022
गुद्रांक विकस घेणाऱ्याचे पत्ता : गुद्रांक विकस घेणाऱ्याचे पत्ता, गुद्रांक
दि. 2 NOV 2022 श्री. वि. वि. वि. श्री. स्वामिनी
महाराष्ट्र 400 032.

शासनाधिकारी यांनी गुद्रांक घेण्यासाठी गुद्रांक
घेणाऱ्याची साक्ष घ्यावी. (साक्ष घेण्या दि. 02/06/2004 दुसरा)
ज्या कारणासाठी गुद्रांक घेण्यासाठी गुद्रांक घेणाऱ्याची साक्ष घ्यावी
येत्यावेळी गुद्रांक घेणाऱ्याची साक्ष घ्यावी.

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WHEREAS

- A) Health Department of Maharashtra has launched the National Tobacco Control Programme (NTCP) with the aim to (i) create awareness about the harmful effects of tobacco consumption, (ii) reduce the production and supply of tobacco products, (iii) ensure effective implementation of the provisions under "The Cigarettes and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003" (COTPA) (iv) help the people quit tobacco use, and (v) facilitate implementation of strategies for prevention and control of tobacco advocated by WHO Framework Convention of Tobacco Control.
- B) SMF is committed to making children healthy and tobacco-free. Salaam Mumbai Foundation believes that "Children should lead a tobacco - free healthy life empowered with knowledge about the ill - effects of tobacco, good hygiene and nutrition practices, thereby ensuring that they can thrive with a sustainable societal health outcome". SMF has been working at achieving this goal through schools, educators, and other stakeholders to create change at the grassroot level. At national level, SMF has identified local NGO's to implement programmes in different States in India.

SMF organize capacity building workshop for the selected NGOs in order to equip them with required skills and knowledge.

- A. Salaam Mumbai Foundation programmes have reached 34 districts of Maharashtra, and trained 136884 teachers, 593 NGO, 15439 police personnel and teaching staff of D.Ed. and B.Ed. colleges along with various universities in the state. Till date, we have reached 86120 schools in Maharashtra and 14144 schools in other 9 states- Rajasthan, Bihar, Uttar Pradesh, Madhya Pradesh, Andhra Pradesh, Karnataka, Gujarat, West Bengal and Uttarakhand of India.
- B. SMF has submitted a proposal to the Health department of Maharashtra titled **Tobacco Free School App** along with the plan for the same as detailed in Annexure 2 of this MOU. The Health Department (National Tobacco Control Program) shall be providing support and recognition to SMF for the project implementation.

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NOW, THEREFORE, THESE PRESENTS WITNESSETH AS FOLLOWS:

1) Term and Nature of MOU

This MOU shall be valid for a period of 3 years, commencing from the 09-11-2022 and expiring on 09-11-2025 both days included ("Term"), unless terminated earlier in accordance with the terms of this MOU. The Health Department of Maharashtra shall have the sole right to renew the MOU.

- 1.1) This MOU is being entered on a principal to principal basis.
- 1.2) Employees working under this MOU from Salam Mumbai Foundation are purely the employee of Salam Mumbai Foundation and they will not claim to be the employee of State Government or National Health Mission and benefit accrued therefrom
- 1.3) SMF shall be responsible, accountable and liable for undertaking the successful operations of the 'project' as detailed in the Statement of Work ("SOW")
- 1.4) The rights and obligations of the Parties are detailed in the SOW.
- 1.5) The role and contribution of Health Department of Maharashtra shall be limited to providing support and recognition to SMF for the effective execution.
- 1.6) The Health Department of Maharashtra shall conduct periodic review meetings to discuss and evaluate the progress of the Project as per agreed parameters. The meeting shall be attended by the representatives of the Health Department of Maharashtra and SMF.
- 1.7) The SOW will include and specify the project evaluation thereof as may be mutually agreed between the Parties. The SOW shall be deemed to be a part of this MOU and will, except as may be otherwise explicitly agreed by the Parties in writing, be governed exclusively by the terms of this MOU.

2) Audit

SMF's records relevant to the performance of its obligations herein shall always be open for inspection by the Health Department of Maharashtra during normal business hours, or at such other times as may be reasonably required by the Department. The health Department shall be permitted access to and have the right to examine SMF's records, information and facilities related to its obligations under the MOU (excluding any proprietary technical information) necessary to: (a) audit the completeness and accuracy of the works and services covered within the scope of this MOU; (b) verify SMF's overall compliance with the terms, including performance and legal and regulatory compliance terms, of this MOU and guidelines provided by Health Department of Maharashtra, from time to time. The Health Department of Maharashtra shall

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have the right to examine and make extracts of information and copy any part thereof at any reasonable time during normal business hours.

3) Termination

- 3.1) This MOU shall automatically terminate on 10.11.2025 unless extended by the parties by mutual consent.
3.2) Either Party may terminate this MOU by giving prior notice of thirty (30) days to the other party.

4) Governing Law

4.1) This MOU shall be governed in accordance with laws of India and courts at Mumbai shall have exclusive jurisdiction over any matters of dispute between the Parties.

5) Compliance with Law

The Health Department of Maharashtra and SMF hereby confirm that at any given time, will not violate any applicable law in relation to its activities which may result in any liability or criminal or administrative sanction to Salaam Mumbai Foundation or otherwise have an adverse effect on the ability of the Salaam Mumbai Foundation to carry out their activities

6) Authority to Execute

All the Parties confirm that they have the authority to execute this MOU and such execution will not violate any law or any third-party contracts. Further, the signatories to this MOU represent that they have due authority to execute this MOU on behalf of the respective Parties.

7) Counterparts:

This MOU may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

8) Confidentiality

All information pertaining to this MOU and its Appendices is confidential information. SMF shall not disclose any information or make public the documents, or any other materials that The Department has prepared for the implementation of the Project in 36 districts of Maharashtra and that The Department shall not disclose any information or make public the documents, or any other materials that they have regarding the Project.

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9) Indemnification

SMF hereby agrees to fully indemnify, defend and hold harmless The Health Department, officers, employees affiliate, and/or agents from and against any and all liability, claims, demands, actions, damages, costs, expenses, proceedings or investigations, whether judicial or administrative in nature, and/or other losses of any kind whatsoever (including, without limitation, reasonable attorneys' fees) (herein after referred to as the "Claims"), arising or resulting from the following:

- o Any breach of this MOU by SMF, or its employees or agents;
- o Any violation of applicable, state or local laws or regulations by SMF, or its employees or agents;
- o Any negligent or willful act or omission by SMF, or its employees or agents committed while performing its obligations under this MOU
- o Any Claims caused due to infringement of any intellectual property rights of any third party.
- o The Indemnity clause shall survive the expiration, cancellation or termination of this MOU.

IN WITNESS WHEREOF THE PARTIES TO THIS MOU HAVE SET THEIR RESPECTIVE HANDS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

Date:

Padmawati

(Authorised Signatory)
- (Dr. Padmawati Jogewar)
Joint Director (NCD)
Health Services, Mumbai.

HEALTH DEPARTMENT

OF MAHARASHTRA

WITNESS

① Dr. Sanjivkumar Jadhav
A.D.C.

[Signature]
3/11

② Dr. Madhuri Chaturvedi
ADP

[Signature]
3/11

Date:

Rajashree

(Authorised Signatory)

Rajashree Kadam

SALAAM MUMBAI FOUNDATION.



1) Shubhangi Lond
District coordinator
Rural Maharashtra
Salaam Mumbai founder.
9867195284.

[Signature]

2) Manisha Pawar
Art's coordinator
Salaam Bombay Foundation
9930715010

[Signature]

STATEMENT OF WORK (SOW)

1. Objectives of the project:

- Making schools in Maharashtra Tobacco Free per the guideline developed by NTCP health department of India.
- Equipping all stakeholders with scientific information on the ill-effects of tobacco and its connect with health and hygiene via the TFS app and trainings.
- To engage the children and teachers to fulfil the 9 criteria to declare one's school tobacco free.
- Networking with NTCP and education department for tobacco free school programme.

2. Expected project reach:

Tobacco free-school programme will be functioning in 36 districts in Maharashtra.
The plan for the same over a period of 3 years.

3. Specific Roles and Responsibilities of Salaam Mumbai Foundation

- Providing readymade TFS application
- Conducting district level and block level teachers training.
- Conducting stakeholders meeting to enhance their participation in TFS campaign.
- Providing resource person for conducting webinar and trainings related to Tobacco – Free School Programme in Maharashtra and App Implementation
- Networking with NTCP and education department for tobacco free school programme.

Specific Roles and Responsibilities of NTCP Maharashtra State:

- Allowing to keep health department logo on TFS application
- Acknowledgement of Salaam Mumbai Foundation on the app page.
- All teachers will use SMF TFS application only. TFS evidence will be uploaded by teachers on TFS application which has been developed by SMF.
- Provide support and help for the effective execution of the programme.
- Releasing the letters to the respective authorities if needed as per report submitted to the department for the completion of the work

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असमर्थनाय रोम), मुंबई

- Supporting system to take follow up with the incomplete work at school level
- Supporting in organizing district and state level workshop for the teachers, authorities and NTCP members.
- At the time of declaration of TFS Maharashtra state, NTCP Maharashtra will also acknowledge SMF for their overall technical support making schools tobacco free belonging from Maharashtra state.
- Issuing letters to all District NTCP cell

4 Project term and work plan:

The Project shall be implemented in accordance with this MOU and as per the plan described in Project proposal attached (Annexure 2).

5 Communication:

- 5.1 SMF may only communicate the Health Departments name, logos or other intellectual property rights after the prior written approval of the Department.
- 5.2 Photographs of all communication materials containing the Health Department logo will be shared by SMF.

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 (असहयोगी विभाग), मुंबई

Annexure-2

Year 2022- 2025

Scope of Work - APP Features

1. The survey app is very user friendly.
2. Members can log-in using school UID code. In case UID is not available in Database then School authorities will "Register" on the APP.
3. Post log-in, the app will take you to the Dashboard where School can start survey.
4. Schools can also select the preferred language for taking the survey.
5. School authorities will receive push notifications once survey is approved or rejected.
6. Every answer with 'NO' will take you to the next question. But every answer with 'YES' will ask to upload the proofs until it moves to next question.
7. Post login, Users will land on the Dashboard where they will have 3 options:
 - a. Start Survey.
 - b. School Details
 - c. Urban
8. School Details: Users can edit/update the school details in the School details segment.
9. "Start Survey" section:
 - a. Every School will have to answer 9 questions/criteria's
 - b. Every Answer with a "Yes" will prompt the user to upload maximum 2 photos per question from your gallery or can click on the camera icon and click the photo directly. Photos should be saved in compressed format on the server to minimize storage.
 - c. Every Answer with a "No" will allow the User to answer for the Next question

Scope of Work – Admin Login Features

1. The Web Portal (backend admin login) will mobile and user friendly.
2. Add/Edit/Delete of Users (Admin & Coordinators) will be available in the Web Portal
3. Post log-in, the app will take the Users to the Dashboard where Admin can have a complete Overview of the following Statistics State-wise
 - a. Total No. Of Schools Registered on App
 - b. Total No. Of Schools conducted the Survey

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- c. Total No. Of TFS Approved
- d. Total No. Of TFS Rejected
- e. Total No. Of TFS Re-Submitted
- 4. Masters – Survey Master**
 - a. Admin User can Create Survey – Date-Wise
 - b. Admin User can also search the Surveys they have created till date
- 5. Masters – Question Master**
 - a. Admin User can Create Question – Survey wise
 - b. Admin User can also perform “Ordering” on the Questions to be displayed on Android App
 - c. Admin User can also Edit/Delete the question
- 6. Masters – School Registration**
 - a. Admin User can Create New School Registration
 - b. Admin User can also Edit/Delete the School Registration details
- 7. Transactions – Approval/Rejection for Coordinator or Admin**
 - a. Coordinator or Admin user can approve or reject the files upload by School authorities.
 - b. When rejected, School authorities will get notification about the rejected criteria, and they can again re-upload the pictures of the rejected criteria.
 - c. Once approved, School is officially declared tobacco-free.
- 8. Reports–**
 - a. School Submitted Reports
 - b. Graphical Report
 - c. Pending Report
 - d. Criteria Wise Pending / Submitted Report
 - e. Coordinator or Admin user can pull all School Submitted reports based on different filters like
 - i. State
 - ii. District
 - iii. Block
 - iv. Cluster
 - v. Date Range
9. A New Role will be created for download and viewing of Reports got government authorities and auditors.
10. PDF download with photos for all approved/rejected survey should be available.
11. Provision to upload photo of school authorities after survey is completed should be available.
12. After final approval by Authorised Team, Digital certificate should be sent as Push notification to school authorities.

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 (SALAAM MUMBAI FOUNDATION), 3/1/2019