MEMORANDUM OF UNDERSTANDING (MoU)

Trickle Up India Foundation (Formerly known as Trickle Up Program)

And

GRAM SATHI

For

Mpowered Plus Program (Scaleup Cluster)

This Memorandum of Understanding is made on this the 15th Day of November 2023 between Trickle Up India Foundation (Formerly known as Trickle Up Program), registered with Ministry of Corporate Affairs U/S 8 of the companies Act, 2013 as Non-Profit Organization (NPO) at 4/2 Orient Row, 2nd floor, Park Circus, Kolkata — 700017, hereinafter referred to as "TUIF," and which expression shall unless repugnant to the context include its representatives, successors and permitted assignees of the FIRST PART and GRAM SATHI having its registered office at Deoghar, District — Deoghar, Jharkhand as SECOND PART hereinafter referred to as "GRAM SATHI". (Hereafter collectively referred to as "the Parties")

The parties have agreed to engage in a broad spectrum of activities focusing on large-scale collectivized entrepreneurial efforts that foster collaboration and coordination among various stakeholders, giving Self-Help Groups (SHGs) effective platforms for service access and market linkages, resulting in increased agency among the participating women and sustainable, profitable group microenterprises. The interim agreement aims to establish a framework for cooperation and lay the groundwork for future negotiations. It sets out the shared understanding of the parties regarding the fundamental principles that will guide their collaboration. An amendment to this MoU must be signed by both parties within one month of its execution.

And whereas GRAM SATHI provides the existing 100 SHGs with approx. 1200 project participants in the Ramgarh block of Dumka district, Jharkhand with additional technology and livelihood support. This will help TUIF to demonstrate a model to scale to with a district-wide approach and influence government. for its scaling at the district level having a Project end date of 31st March 2024. This will be further renewal based on mutual agreement, availability of funds, and the performance of the project.

Now therefore in consideration of the mutual covenants set out in this MoU, the parties hereby agree as per the terms and conditions detailed hereunder:

1. Mpowered Plus Scale Up Cluster.

The 'MPOWERED' (Mobile Connections to Promote Women's Economic Development) Project has been implemented by Trickle Up since October 2016 with support from TATA Communications. It has completed three implementation cycles (phase 1: October 2016 – May 2019) (phase 2: Sep 2019 - August 2021) and a third phase (Sep 2021-March 2023). Mpowered fourth phase shall be called MPOWERED PLUS.). This phase marks the introduction of two distinct clusters: the Mpowered Plus Pilot Cluster and the Mpowered Plus Scaleup Cluster. Through Mpowered Pilot Cluster, we will continue to work closely with our existing communities and will continue to reach approximately 2800 participants through our graduation approach. We will have a gradual exit from Mpowered Pilot Cluster by 2025.

On the other hand, the Mpowered Plus Scaleup Cluster presents an exciting opportunity for expansion. In this cluster, we will be venturing into new areas and implementing a distinct intervention model. Our focus will be on reaching out to around 500 Self-Help Groups (SHGs), benefiting approximately 6000 women in Jharkhand and Odisha. We aim to establish group enterprises and foster economic empowerment among women. In Jharkhand, we will be working in Ranishwar and Ramgarh blocks of Dumka District and will reach out to 2400 women across 200 SHGs.

2. Objectives:

The project will work around 4 major objectives for transitioning the life and livelihoods of the participating women. These are.

- I. Participating women from SHGs have sustainable and market- based group enterprises.
- II. Participating women demonstrate greater self-confidence and agency within their households, groups and communities.
- III. Self-Help Groups (SHGs) are effective platforms for service access and market linkages.
- IV. Embedding digital technology for collective businesses.

3. Program Implementation Plan

Shall be detailed out in consultation with the partner and shall be shared with the amended MoU

4. Alignment of Program objectives and outcomes with Sustainable Development Goals

Trickle Up India Foundation is working to ensure that its strategic objectives and results areas are aligned with the 2030 Agenda for Sustainable Development. For this purpose, a detailed mapping exercise is done, and objectives and outcome indicators have been aligned with the SDG Goals, targets, and Indicators. (annexed with the interim MoU). The donor shall assess the progress against this framework. TUIF, along with its partners, shall be responsible for the achievement of these deliverables within the time frame as envisioned in the annexed document.

5. <u>Content of the MoU:</u>

Mpowered Plus Program (Scale Up Cluster)

The MoU also refers to the hiring of service of Five no. of staff, travel, and administration components from GRAM SATHI for the TUIF supported project for the period of 15th November 2023 to 31st March 2024 (renewable on mutual agreement, based on the availability of funding and it depends on the agreement with the donor, etc.). The Project aims to empower 1200 women across 100 SHGs, by strengthening their agency, providing platform for accessing services and marketing linkage and developing sustainable Group enterprise by fostering collaboration across stakeholders. GRAM SATHI shall work to empower the 100 SHGs involving approx. 1200 project participants across the RAMGARH Block of Jharkhand state.

6. Scope of Work and Terms of Reference

6.1.1 Roles and Responsibilities of GRAM SATHI

- a) GRAM SATHI will depute 1 Block Coordinator, 4 Field Coordinators, and 20 Smart Sakhis who will be involved in the project in Ramgarh block, Jharkhand.
- b) GRAM SATHI will make payment against salary and other related expenses to them.
- c) TUIF will transfer the money to GRAM SATHI on a quarterly basis as an advance.
- d) TUIF will increase capacity & supervise the deputed staff directly in consultation with GRAM SATHI.
- e) GRAM SATHI will be consulted for specific tasks and future partnership development.
- f) GRAM SATHI management will guide, monitor, and supervise the field team and work closely with the TUIF team to ensure:
 - i. The smooth execution of day-to-day operations for running the project.
 - ii. To communicate the intent of the project at relevant forums and to relevant audiences as per agreed terms.
 - iii. Ensure that Program content or courseware, if any, is not shared with any third party, except when required for its intended use, as agreed between the Parties.
 - iv. Achievement of the outcome deliverables committed in the LFA and SDG Mapping document.

- g) The Chief functionary shall jointly review the project progress with the Mpowered Plus team at least once every two months.
- h) The program progress shall be shared through MPR, duly signed by the competent authority of GRAM SATHI.
- i) The GRAM SATHI team will engage a dedicated resource from the senior management team who will guide the field team, review the program progress, and be the one point of contact for TUIF for the Mpowered Plus program. The name, contact details, and scope of work should be shared with TUIF within 15 days of the signing of the MoU.

6.1.2 Roles and Responsibilities of TUIF Management:

- a) TUIF will be represented by the Senior Program Manager, Mpowered Plus for proper implementation and monitoring the activities of the development initiative as per MoU, similarly the Secretary of GRAM SATHI will represent GRAM SATHI for proper implementation of the activities.
- b) The Senior Program Manager, Mpowered Plus will supervise the Block Coordinator of GRAM SATHI, and the Field staff shall be supervised by the Block Coordinator of GRAM SATHI for all monitoring and reporting purposes.
- c) Joint discussion & performance review with GRAM SATHI will be conducted on monthly basis.
- d) The Senior Management Team (SMT) shall play a key role in helping the effective management of the project of the immediate concern.
- e) Any misappropriation or unethical works by these hired staff would be reported to GRAM SATHI and subsequently action would be taken with close consultation with GRAM SATHI. The partner organization shall adhere to the norms of the Anti-corruption Policy of TUIF.
- f) Settlement of any issues, disputes, etc. will be resolved through discussion between the Director of Trickle Up India Foundation and Secretary of GRAM SATHI. If the dispute cannot be resolved through discussion, the matter shall be referred to arbitration by a single arbitrator in Ontario pursuant to the International Commercial Arbitration Act, 2017 (Ontario) whose decision shall be final and binding on the Parties.
- g) The management policies and practices of Trickle Up India Foundation shall also be followed and shall be binding for the partner.
- h) The staff, Smart Sakhis to be oriented on a regular basis on Sexual Harassment at Workplace and GRAM SATHI to follow and implement the act.
- **6.1.3 Termination:** Each party can terminate this contract at any time by giving written notice of 30 days, except in case of misconduct, in which case, the termination will be effective with immediate effect.
- **6.1.4 Intellectual Property:** TUIF reserves the rights of the cases and reports from the field. However, GRAM SATHI can use reports, and cases, with prior permission from TUIF.
- **6.1.5 Duration of the Project:** The duration of the project is detailed under the Content of MOU.
- 7. <u>Budgetary Costs allocation:</u> Mpowered Plus Program (Scale up Cluster) Allocation from 15th November 2023 to 31st March 2024. This will be renewed for a further period of one year based on the funding availability and the performance.
 - a) Refer to Budget for detailed allocation.
 - b) Salaries may be fixed as per the experience of respective staff in consultation of TUIF and GRAM SATHI within the overall budget allocation for staff.

- c) Cost to the Organization: Cost included printing & stationery, postage, office rent, maintenance, electricity, and other expenses. Human Resource services like recruitment, staff appraisal, record maintenance, training, SMT monitoring cost, General Travel cost for TUIF Purpose(s) and incurring a cost for maintaining project accounts & reports. etc.
- d) The interim Budget for the Mpowered Plus Program (Scaleup Cluster) for the period from 15th November 2023 to 31st March 2024, shall be ₹ 8,18,000.00 (Rupees: Eight Lacs and Eighteen Thousand only). This involves cost towards salary, travel of field staffs and admin expenses.
- e) The program budget will be prepared separately and shared with the partner following the finalization of the DIP by TUIF and GRAM SATHI. This Memorandum of Understanding will be amended to include the whole budget. This exercise must be completed, within one month following the interim Memorandum of Understanding's signing.
- f) The number of SS proposed is based on assumptions which is subject to change based on a thorough evaluation of the field conditions. As a result, any necessary adjustments to the budget will be made in accordance with the revised Memorandum of Understanding (MoU).
- 7.1 <u>Interest Earnings</u> Any interest earned while Grant Funds are in deposit at the Recipient's bank, whether in a separate Project account or in a general account, shall be fully credited by the Recipient to the Project and reported as earnings on Project financial reports. Such Project earnings shall be applied to the Project. Where they are not applied to the Project, the Grant Funds will be reduced by an amount equivalent to the earnings.
- **7.2** <u>Compliances</u> Trickle Up will disburse funds to GRAM SATHI as an advance on a quarterly basis with the condition of finance report to be submitted by GRAM SATHI on monthly basis. GRAM SATHI will submit a financial report and monitoring report to Trickle Up India Foundation as per the monitoring and evaluation timelines presented during the induction of the partner and audit report annually.
- 8. <u>Force Majeure</u> Neither party shall be held responsible for non-fulfilment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to eventualities like floods, earthquakes, strikes, lockouts, epidemics, riots, and commotions, etc. provided on the occurrence and cessation or cessation of such events, the party affected thereby shall give notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond four months, the parties shall then mutually decide about the future course of action.

For GRAM SATHI	For Trickle Up India Founda (Sushant Verma) Director
(Devanand Kumar) Managing Trustee cum Director	•
Witness: 1.	Witness: 1.
2.	2.

Annexures to the MOU: 1. Interim Budget 2. SDG Mapping and LFA

Annexure 1 – Interim Budget

	Budget for GRAM SATHI under MPowered Scale Up Cluster Program				
Project period from 15th November 2023 to 31st March 2024 Project Area - Ramgarh block of Dumka district, Jharkhand					
SI No	Budget Head	Description	Amount (INR)		
1	Program Cost	Food Cost @ Rs 1000*30*2 days = Rs 60000, Accomodation @ 2000* 30			
		persons* 2 Days = Rs 120000, Travel Cost @ Rs 3000*25= Rs 75000, Venue			
	Field Staff Orientation on Program (Cost Rs 10000*2 Days= Rs 20000, others (Projector , Banner etc.) Rs 5000.			
	Program Level) Baseline Study	TOTAL: 280000 Lumpsum			
	Market and value chain assessment	Lumpsum (Through Individual Consultant)			
	Field Staff Orientation/ Refresher on Micro	Food Cost @ Rs 1000*30*2 days = Rs 60000, Accomodation @ 2000* 30 persons* 2 Days = Rs 120000, Travel Cost @ Rs 3000*25= Rs 75000, Venue			
	Business Planning & Enterprise	Cost Rs 10000*2 Days= Rs 20000, others (Projector , Banner etc.) Rs 5000.			
	management	Resource Person @ Rs 10000* 2 Days = Rs 20000 TOTAL : 300000			
	Technical training / Refresher of Smart Sakhis / coaches on Business Plan	Two day non-residential block-level training for Smart Sakhis. Food@Rs100*20 persons=2000 + Travel Cost @30*20 SS= 600 + Stationery			
	Development & Micro Enterprise	100+ Resource Person@ Rs 2000 per day, Total= 4700 * 2 Days = Rs 9400 (
1.5	Management etc.	Twice for each partner in FY 23)			
- 1	Technical training of Smart Sakhis / coaches	Two day non-residential block-level training for Smart Sakhis. Food@Rs100*20 persons=2000 + Travel Cost @30*20 SS= 600 + Stationery			
1.6	on Product Value Chain & Market Linkage	100+ Resource Person@ Rs 2000 per day, Total= 4700 * 2 Days = Rs 9400			
	Technical training/ Refresher of MEGs/ SHGs onBusiness Plan Development &	One-day Cluster level program at panchayat office/ community centre in each			
	Micro Enterprise Management etc. (8	Cluster of a Block.			
	Batches for each Block)	Food@ Rs 60*30 participants (3 from each group) =1800			
	Technical training of MEGs/ SHGs on	One-day Cluster level program at panchayat office/ community centre in each Cluster of a Block.			
	Product value Chainc.	Food@ Rs 60*30 participants (3 from each group) =1800			
	Consultant for capacity Building & Training				
	to Partner NGOs on Enterprise Development	Lumpsum Rs 210000			
	IEC, Poster, leaflets, Video documentation,				
	printintg, designing etc) on Agency &	150000			
	Empowerment on Micro Enterprise Input Support/ Seed Grant to SHG Groups	Lumpsum 150000			
	,	Food Cost @ Rs 1000*30*2 days = Rs 60000, Accomodation @ 2000* 30			
		persons* 2 Days = Rs 120000, Travel Cost @ Rs 3000*25= Rs 75000, Venue			
		Cost Rs 10000*2 Days= Rs 20000, others (Projector , Banner etc.) Rs 5000. TOTAL : 280000Food Cost @ Rs 1000*30*2 days = Rs 60000, Accomodation @			
	Training and capacity building of Field	2000* 30 persons* 2 Days = Rs 120000, Travel Cost @ Rs 3000*25= Rs 75000,			
	Team on self esteem, self confidence and	Venue Cost Rs 10000*2 Days= Rs 20000, others (Projector , Banner etc.) Rs			
	vision building Training and capacity building of Smart	5000. TOTAL : 280000 Two day non-residential block-level training for Smart Sakhis.			
	Sakhis / Coaches on self esteem, self	Food@Rs100*20 persons=2000 + Travel Cost @30*20 SS= 600 + Stationery			
	confidence and vision building	100+ Resource Person@ Rs 2000 per day, Total= 4700 * 2 Days = Rs 9400			
	One Day SHG level Training of MEGs/ SHGs on Self Esteem Decision Making etc.	Rs 1000 for each group*500 groups			
	IEC, Poster, leaflets, Video documentation,				
	printintg, designing etc) on Agency &	150000			
	Empowerment Technical training/ Refresher of Smart	Lumpsom 150000 Two day non-residential block-level training for Smart Sakhis.			
	Sakhis / coaches on Product Value Chain &	Food@Rs100*20 persons=2000 + Travel Cost @30*20 SS= 600 + Stationery			
	Market Linkage	100+ Resource Person@ Rs 2000 per day, Total= 4700 * 2 Days = Rs 9400			
	GP / Block level interface / Mela of SHGs and Byuers/ Venders	Rs100000 per Block			
	Block Level/ District level Outlets for saling				
	SHG Products	Establishment & Running Cost @ Rs 280000 per Block			
	Capacity building of Smart Sakhis on the Startup Village Entrepreneurship				
	Programme (SVEP) and Aajeevika Grameen				
	Express Yojana (AGEY) for supporting rural women to start (or expand) their small				
	businesses.	Rs 500 for each group			
		One day non-residential block level training for Smart Sakhis.			
	One DayTraining of Smart Sakhis on use of Digital devices for Marketing	Food@Rs100*20 persons=2000 + Travel Cost @30*20 SS= 600 + Stationery 100 , Others Rs 700 Total= 3400 * 1 Days = Rs 3400			
	Field Staff Quarter Review Meeting	Lumpsum Rs 2000			
1.22	Endline Study	lumsum			
	State Level Dissemination Workshops Monitoring & Evaluation	lumsum No Budget	-		
1.5	Communication Cost	No Budget			
1.6	Consultant for different program activties	No Budget	-		
	SUB TOTAL Program Support Cost		-		
2.1	Program Support Cost Block Coordinator	Rs.33000 per month	1,32,000.0		
2.2	Travel Allowance for BC	Rs.3000 per month	12,000.00		
	Field Coordinator Travel Allowance for FC	Rs.17000 per month (@ 4 field coordinator) Rs.1500 per month (4 FC)	2,72,000.0 24,000.0		
	Smart Sakhi / Coaches	Rs.3000 per month x 20 coaches	2,40,000.0		
	SUB TOTAL		6,80,000.0		
	Human Resource Cost Senior Program Manager	No Budget			
	Senior Program Manager Sr. Program Officer	No Budget			
3.3	Sr. M&E Officer	No Budget			
	Program Officer - Digital Inclusion Finance & Admin Officer	No Budget			
	TU Management Cost	No Budget No Budget			
	SUB TOTAL		-		
4.1	Travel & Equipment Cost for Travel	including meal, accomodation, transport, other etc. (@5000 per month)	22,500.0		
	Equipment	mercaming mean, accommodation, transport, other etc. (@3000 per month)	22,300.0		
	SUB TOTAL		22,500.0		
5	Administration				
- 1		office supplies, taxes, printing stationery, postage, computer maintenance,			
	Cost to the org for Partners	office rent, utilities, and others	1,12,500.0		
	Misc Expenses	Approx	3,000.00		
5.3			1 15 500 0		
5.3	SUB TOTAL		1,15,500.0		