

**WORK ORDER**

To

Right to Life Foundation,
Sector 6, Bahadurgarh,
Jhajjar, HR
e-mail :- right2life2022@gmail.com

Memo. No. :- MCJ/ME/ 608

Date :- 06/09 /2023

Subject - Work Order :- Work of maintenance of Park/Green belts located in sector/colonies to Resident Welfare Associates/Non -Government Organization/Associations for maintenance purpose.

Order for work described below given to NIST Global Foundation to be executed as per Model Policy Haryana Government. The rates specified below refer to tender dated 13.12.2022 letter no. EE-IV/DULB/2022/6995 and Approvel letter no. - 2091/DMC date 05.06.2023.

Estimated Cost:- 4.00/-sqm Advertisement Date: 01.02.2023 to 07.02.2023

This office is pleased to inform that your proposal dated 06.02.2023 has been accepted by this office for the work cited subject with time limit of that is from date 15.06.2023 to 31.03.2024. The detail of allotted rates /charges for below mentioned scope of work is given as under:-

Sr. No.	Name of Park	Area (in Sqm.)	Rate (in Sqm.)
1.	Maturam Park	5800.00 Sqm.	4.00 Per Sqm.
2.	Savera Park	2070.00 Sqm.	4.00 Per Sqm.
3.	Ballu Wali Kui Park	5000.00 Sqm.	4.00 Per Sqm.
4.	Maharaja Aggarsain Swarnim Park Near Post Office	1686.00 Sqm.	4.00 Per Sqm.
5.	Mangli Ram Park	15892.00 Sqm.	4.00 Per Sqm.

Term & Condition:-

- The Non Government Organization shall not utilize or permit to utilize the said parks belonging to M.C Jhajjar for any other purpose whatsoever except to maintain it as a green. The Non Government Organization shall ensure that no encroachment is made in the Park.
- That the ownership, control, possession and supervision of said park(s) shall remain with M.C Jhajjar and The Non Government Organization will only have the right to display its name on a small board of the size not more than 4'x2.5' as approved by the Municipal Engineer, M.C Jhajjar or any other Officer empowered by him on his behalf and the number of such boards shall not be more than four i.e one on each entry of the parks, the decision of the Municipal Engineer, M.C Jhajjar or any their officer



empowered by him on his behalf shall be final. The inscription on the board shall be approved by the Municipal Engineer, M.C Jhajjar or any other officer empowered by him on his behalf.

- The Non Government Organization shall not have any right, title or interest in the greeneries of said Municipal parks nor shall it be deemed to have possession or be considered as being conferred with any right, title or interest in respect of the said greeneries/parks except the permission to maintain the said park for a specified period.
- That The Non Government Organization shall prominently display that the said park is a Municipal park and Registered Body (Welfare Association) has only been permitted to maintain the park.
- That The Non Government Organization shall be paid @ Rs. 4.00/- per square meter per month to cover the entire costs and expenses on the maintenance of the said Municipal park(s).
- Maintenance charge will be increased by 5% in each financial year i.e for FY 2023-24, it will Rs. 4.00 per square meter per month.
- The Non Government Organization will be solely responsible for keeping the said Municipal Park in neat and healthy condition to the satisfaction of Municipal Engineer, M.C Jhajjar or any other Officer empowered by him on his behalf and Association should not permit park for holding marriage and functions etc.
- That the said Municipal Park shall be open to the general public without any restrain/entry fee or prohibition whatsoever. The Non Government Organization shall use the land of the Municipal Park only for maintenance of the park and shall not transfer the maintenance of the park to any other person, society, company, department, organization etc. and The Non Government Organization shall not enter into sub-agreement for maintenance etc. with others.
- That Resident Welfare Association shall enter into an agreement for maintenance of the said Municipal Park with M.C Jhajjar.
- That in the event of termination of agreement prior to agreed period or on expiry of period of the agreement for maintenance of said Municipal park, all assets (movable and immovable), shall vest with M.C Jhajjar.
- The Non Government Organization shall not remove or cut any plant, tree etc. including any other item from the said Municipal park.
- That The Non Government Organization shall not erect, construct or put any sort of structure, movable or immovable, temporary, or permanent or semi-permanent without the written permission of the Municipal Engineer, M.C Jhajjar or any other officer empowered by him on his behalf for the purpose of maintenance of the said Municipal park.
- That in case The Non Government Organization wants to install any pipeline, etc. for maintenance purpose of park /green space The Non Government Organization shall not do so without the written permission of the Municipal Engineer, M.C Jhajjar or any other officer empowered by him on his behalf and expenses there of shall be borne by The Non Government Organization itself and The Non Government Organization shall not claim any money, compensation or loss for the same at the time of expiry of the agreement and the same shall become the property of M.C Jhajjar.
- That in case of any breach or violation of any terms and conditions of this agreement for the maintenance of the said park, agreement shall stand terminated and the decision of



Municipal Engineer, M.C Jhajjar or any other officer empowered by him on his behalf shall be final. However, before the initiation of termination proceedings, The Non Government Organization would be given a 15 days show cause notice to explain their position.

- That The Non Government Organization shall not be entitled to allow any other person to develop the park or any part thereof. Even in the event of winding up of The Non Government Organization or Resident Welfare Association becoming insolvent or dissolved, the agreement for maintenance of park shall stand terminated automatically and the transferees or assignees etc. of The Non Government Organization shall not be entitled to continue with the maintenance of the said Municipal park and shall not claim any right title or interest in the said park.
- That The Non Government Organization shall be responsible for all damages or loss of property of the said Municipal park due to the reasons for which it or its servant directly responsible and shall be liable to make any loss or damages that may be sustained by M.C Jhajjar except those due to normal decision of the Municipal Engineer, M.C Jhajjar or any other officers empowered by him on his behalf with regard to the extent and quantum of compensation to be paid to the M.C Jhajjar shall be final and binding upon the Resident Welfare Association.
- That all dispute and difference arising out of or any way touching or concerning the agreement, regarding maintenance of Municipal park otherwise herein before provided for shall be referred to sole arbitration to Municipal Engineer, M.C Jhajjar or his nominee. There will be no objection to any such appointment, that the arbitrators appointed is a government servant of that he had to deal with the matter of which this indenture refers and that during the course of his duties as such Govt. servant has expressed view on all or any other matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding upon the parties.
- That Resident Welfare Association shall also abide by all the instructions and orders issued by Municipal Engineer, M.C Jhajjar or any other officer empowered by him to it from time to time.
- That The Non Government Organization shall not use the flowers or any other fruit, plants etc. for sale or for any commercial use and responsibility of Resident Welfare Association is to keep the park green & free from all encroachments/misuse etc.
- That the M.C Jhajjar will not be responsible or liable for paying any compensation or damages to The Non Government Organization in case of any loss caused by theft, fire and natural calamities, riots or for any other reason whatsoever. The M.C Jhajjar shall be free to remove or clean the land from all the features created by the agency on termination of the agreement.
- That the M.C Jhajjar shall have no liability (civil or criminal) in respect of any claim of any third person against The Non Government Organization in connection with the maintenance of the said Municipal park.
- That the M.C Jhajjar shall have the right to post its supervisors in the said Municipal park at their discretion and its officers or Authorized representatives shall have access to it at all hours to the said M.C Jhajjar part or any part thereof and The Non Government Organization shall have no objection whatsoever for the same.



- That the M.C Jhajjar shall be free to use the said Municipal park for any purpose whatsoever and The Non Government Organization shall not raise any objection to it on any ground whatsoever.
- The M.C Jhajjar shall be competent to dispose off or sell the timber, trees and other forests, produce etc. of the said Municipal park being the owner thereof.
- That the stamp duty payable for the execution of the agreement of maintenance of the said Municipal Park shall be borne by the Resident Welfare Association.
- The Non Government Organization shall depute the Chowkidar for day & night shift and 2 Mali in each Park as per requirement.
- The Non Government Organization shall be bound to sign agreement within seven days of issuing of work order.
- In case of any dispute the order of Worthy District Municipal Commissioner, Jhajjar will be final.


Municipal Engineer,
Municipal Council,
Jhajjar.

Endst. No :- MCJ/ME/609-12

Dated :- 06/09/2023

A copy of above is forwarded to the following for information & necessary action.

- 1 The President, Municipal Council, Jhajjar.
- 2 Executive Officer, Municipal Council, Jhajjar.
- 3 Junior Engineer, Municipal Council, Jhajjar.
- 4 Account Branch, Municipal Council, Jhajjar for necessary information.


Municipal Engineer,
Municipal Council,
Jhajjar.

**WORK ORDER**

To

Right to Life Foundation,
2111, Sector 6, Bahadurgarh,
Jhajjar, Haryana 124507
e-mail :- right2life2022@gmail.com

Memo. No. :- MCJ/EE/358

Date :- 23/07/2024

Subject - Work Order :- Work of maintenance of Park/Green belts located in sector/colonies to Resident Welfare Associates/Non -Government Organization/Associations for maintenance purpose.

Order for work described below given to EK PRAYAS NGO as per Model Policy Haryana Government. The rates specified below refer to tender dated 13.12.2022 letter no. EE-IV/DULB/2022/6995.

Estimated Cost:- 4.00/-sqm

This office is pleased inform that your proposal dated 26-06-2024 has been excepted by this office for the work cited subject with time limit of that is from date 25-07-2024 to 24-07-2025. The detail of allotted rates /charges for below mentioned scope of work is given as under:-

Sr. No.	Name of Park	Area (in Sqm.)	Rate (in Sqm.)
1	Sahidi Park	22945.00 Sqm.	4.00 Per Sqm.
2	Town Park	6485.00 Sqm.	4.00 Per Sqm.
3	Matu Ram Park	5800.00 Sqm.	4.00 Per Sqm.

Term & Condition:-

1. The Non Government Organization shall not utilize or permit to utilize the said parks belonging to M.C Jhajjar for any other purpose whatsoever except to maintain it as a green. The Non Government Organization shall ensure that no encroachment is made in the Park.
2. That the ownership, control, possession and supervision of said park(s) shall remain with M.C Jhajjar and The Non Government Organization will only have the right to display its name on a small board of the size not more than 4'x2.5' as approved by the Municipal Engineer, M.C Jhajjar or any other Officer empowered by him on his behalf and the number of such boards shall not be more than four i.e one on each entry of the parks, the decision of the Municipal Engineer, M.C Jhajjar or any their officer empowered by him on his behalf shall be final. The inscription on the board shall be approved by the Municipal Engineer, M.C Jhajjar or any other officer empowered by him on his behalf.
3. The Non Government Organization shall not have any right, title or interest in the greeneries of said Municipal parks nor shall it be deemed to have possession or be



- considered as being conferred with any right, title or interest in respect of the said greeneries/parks except the permission to maintain the said park for a specified period.
4. That The Non Government Organization shall prominently display that the said park is a Municipal park and Registered Body (Welfare Association) has only been permitted to maintain the park.
 5. That The Non Government Organization shall be paid @ Rs. 4.00/- per square meter per month to cover the entire costs and expenses on the maintenance of the said Municipal park(s).
 6. Maintenance charge will be increased by 5% in each financial year i.e for FY 2024-25, it will Rs. 4.00 per square meter per month.
 7. The Non Government Organization will be solely responsible for keeping the said Municipal Park in neat and healthy condition to the satisfaction of Municipal Engineer, M.C Jhajjar or any other Officer empowered by him on his behalf and Association should not permit park for holding marriage and functions etc.
 8. That the said Municipal Park shall be open to the general public without any restrain/entry fee or prohibition whatsoever. The Non Government Organization shall use the land of the Municipal Park only for maintenance of the park and shall not transfer the maintenance of the park to any other person, society, company, department, organization etc. and The Non Government Organization shall not enter into sub-agreement for maintenance etc. with others.
 9. That Resident Welfare Association shall enter into an agreement for maintenance of the said Municipal Park with M.C Jhajjar.
 10. That in the event of termination of agreement prior to agreed period or on expiry of period of the agreement for maintenance of said Municipal park, all assets (movable and immovable), shall vest with M.C Jhajjar.
 11. The Non Government Organization shall not remove or cut any plant, tree etc. including any other item from the said Municipal park.
 12. That The Non Government Organization shall not erect, construct or put any sort of structure, movable or immovable, temporary, or permanent or semi-permanent without the written permission of the Municipal Engineer, M.C Jhajjar or any other officer empowered by him on his behalf for the purpose of maintenance of the said Municipal park.
 13. That in case The Non Government Organization wants to install any pipeline, etc. for maintenance purpose of park /green space The Non Government Organization shall not do so without the written permission of the Municipal Engineer, M.C Jhajjar or any other officer empowered by him on his behalf and expenses there of shall be borne by The Non Government Organization itself and The Non Government Organization shall not claim any money, compensation or loss for the same at the time of expiry of the agreement and the same shall become the property of M.C Jhajjar.
 14. That in case of any breach or violation of any terms and conditions of this agreement for the maintenance of the said park, agreement shall stand terminated and the decision of Municipal Engineer, M.C Jhajjar or any other officer empowered by him on his behalf shall be final. However, before the initiation of termination proceedings, The Non Government Organization would be given a 15 days show cause notice to explain their position.
 15. That The Non Government Organization shall not be entitled to allow any other person to develop the park or any part thereof. Even in the event of winding up of The Non Government Organization or Resident Welfare Association becoming insolvent or



- dissolved, the agreement for maintenance of park shall stand terminated automatically and the transferees or assignees etc. of The Non Government Organization shall not be entitled to continue with the maintenance of the said Municipal park and shall not claim any right title or interest in the said park.
16. That The Non Government Organization shall be responsible for all damages or loss of property of the said Municipal park due to the reasons for which it or its servant directly responsible and shall be liable to make any loss or damages that may be sustained by M.C Jhajjar except those due to normal decision of the Municipal Engineer, M.C Jhajjar or any other officers empowered by him on his behalf with regard to the extent and quantum of compensation to be paid to the M.C Jhajjar shall be final and binding upon the Resident Welfare Association.
 17. That all dispute and difference arising out of or any way touching or concerning the agreement, regarding maintenance of Municipal park otherwise herein before provided for shall be referred to sole arbitration to Municipal Engineer, M.C Jhajjar or his nominee. There will be no objection to any such appointment, that the arbitrators appointed is a government servant of that he had to deal with the matter of which this indenture refers and that during the course of his duties as such Govt. servant has expressed view on all or any other matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding upon the parties.
 18. That Resident Welfare Association shall also abide by all the instructions and orders issued by Municipal Engineer, M.C Jhajjar or any other officer empowered by him to it from time to time.
 19. That The Non Government Organization shall not use the flowers or any other fruit, plants etc. for sale or for any commercial use and responsibility of Resident Welfare Association is to keep the park green & free from all encroachments/misuse etc.
 20. That the M.C Jhajjar will not be responsible or liable for paying any compensation or damages to The Non Government Organization in case of any loss caused by theft, fire and natural calamities, riots or for any other reason whatsoever. The M.C Jhajjar shall be free to remove or clean the land from all the features created by the agency on termination of the agreement.
 21. That the M.C Jhajjar shall have no liability (civil or criminal) in respect of any claim of any third person against The Non Government Organization in connection with the maintenance of the said Municipal park.
 22. That the M.C Jhajjar shall have the right to post its supervisors in the said Municipal park at their discretion and its officers or Authorized representatives shall have access to it at all hours to the said M.C Jhajjar part or any part thereof and The Non Government Organization shall have no objection whatsoever for the same.
 23. That the M.C Jhajjar shall be free to use the said Municipal park for any purpose whatsoever and The Non Government Organization shall not raise any objection to it on any ground whatsoever.
 24. The M.C Jhajjar shall be competent to dispose off or sell the timber, trees and other forests, produce etc. of the said Municipal park being the owner thereof.
 25. That the stamp duty payable for the execution of the agreement of maintenance of the said Municipal Park shall be borne by the Resident Welfare Association.
 26. The The Non Government Organization shall depute the Chowkidar for day & night shift and 2 Mali in each Park as per requirement.



27. The Non Government Organization shall be bound to sign agreement within seven days of issuing of work order.
28. In case of any dispute the order of Worthy District Municipal Commissioner, Jhajjar will be final.

Executive Engineer,
Municipal Council,
Jhajjar.

Endst. No :- MCJ/EE/354-63

Dated :- 23/07/2024

A copy of above is forwarded to the following for information & necessary action.

1. The District Municipal Commissioner, Jhajjar.
2. The President, Municipal Council, Jhajjar.
3. Executive Officer, Municipal Council, Jhajjar.
4. Account Officer, Municipal Council, Jhajjar
5. Municipal/Junior Engineer, Municipal Council, Jhajjar.

Executive Engineer,
Municipal Council,
Jhajjar.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at District, Jhajjar of Haryana (State) on 19 day of May 2022, by and between District Administration Jhajjar, represented by Nodal Officer, Non-Communicable Diseases, Jhajjar nominated as the Operational Lead and City Magistrate, Jhajjar nominated as the Financial Lead by the Deputy Commissioner Jhajjar vide order no. 45/04 dated (hereinafter referred to as the "First Party") 17-05-22.

AND

Right to Life Foundation, Jhajjar, Haryana, registered under the Haryana Registration and Regulation of Societies Act, 2012 (Haryana Act No. 1 of 2012) vide Registration No. HR 015-2019-2541, having its registered office at 2111, Sector-6, Bahadurgarh, Jhajjar, Haryana represented by Mrs. Ratnala Tulshi Kumari, Secretary, Right to Life Foundation, Jhajjar, Haryana (Hereinafter referred to as the "Second Party").

1. Whereas the first party provides various facilities to all the domiciles of the area and thus intends to collaborate with Individuals, Corporate bodies, Societies, Trusts and such other entities as are engaged in the implementation of quality welfare measures and providing primary, augmented and auxiliary facilities in all the sectors across the district.
2. And, whereas the Second Party is working towards Human welfare in the State of Haryana and is now focusing on the need of improving the health & community services/facilities in the district by way of "Development of Awareness Level of Breast, Cervical Cancer, Oral Cancer and Wellbeing of Survivors among the Population of Jhajjar" considering the unprecedented health and economic challenges that have come fore since the outbreak of Cancer cases which are rising rapidly in the area.

A. Background

In an effort to improve the health and community welfare and to introduce augmented cancer related care services in district Jhajjar, Haryana subsequent to the rising cases of Cancer, the First party and the Second Party have agreed in principle for the

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R. Tulshi Kumari
19/05/22

welfare of the people to work symbiotically to ensure provision of amenities by way of Development of Awareness Level of Breast, Cervical Cancer, Oral Cancer and Wellbeing of Survivors among the Population of Jhajjar in the District.

B. Scope of partnership

- I. The First party and Second Party will as and when required during the period of this Memorandum of Understanding, collaborate on such mutually agreed initiatives and programs that have potential to improve the health facilities in the district, in a systemic manner.
- II. The Second Party will bring in necessary human resources to provide the necessary support to the stakeholders for such initiatives as and when required.
- III. The Operational Lead shall on behalf of District Administration Jhajjar ensure that all necessary formalities and directions are issued in timely manner to provide adequate time and support to Second Party to contribute and participate.
- IV. Both parties will fulfil their respective roles and responsibilities as outlined in the subsequent sections of this Memorandum of Understanding
- V. The Operational Lead for the purpose will work in a synchronized manner with the Second Party, provide leadership and act as figurehead, resource allocator to enable the district to derive optimum benefit and leverage from this partnership so that the motive of the affiliation is achieved.
- VI. Funds received from CSR Partner in the CSR Monitoring Committee's account shall be utilised for financially supporting the project. The Second Party shall be responsible for sharing Expenditure Report (along with bills, wherever required) to the Financial Lead on a monthly basis. Such report will further be scrutinised by the CSR Monitoring Committee and funds will be sanctioned thereof.
- VII. Aforementioned arrangement will be continued for the initial period; the funds sourced through CSR Support will be disbursed by the CSR Monitoring Committee as per the Expenditure Report. Subsequently, District Administration's (or the Financial Lead) role will be limited to verification of the activities and the financial support will be provided through CSR partners by entering into a Tripartite Agreement.
- VIII. The Financial support is contingent on submission of CSR Registration Number by the Second Party.

C. Areas for joint initiatives

The Second Party has proposed to augment and assist the district administration to effectively tackle the magnitude of challenges posed before the authorities due to the rising cases of cancer and social stigma associated with it and has taken up this project.

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19/05/22

The following activities towards improving basic health infrastructure in the district.

1. Project Scope:

The below project scope shall be taken up by the Second Party under the supervision of the First Party. The execution project shall be initiated after the signing of the agreement and be continued till its termination

S.No.	Scope of the activity
1	Purchase of Patient transport facility(-ies) [e-rickshaw] to be functional in the premises of AIIMS Badsa. The Second Party will be responsible in running the transport facility(-ies) within the premises.
2	Support administration in identification of suspected patient(s)
3	Follow-ups with collated list of patient(s)/ suspected patient(s) in order to ensure that they are getting treated well.
4	Conduct visits to areas where most cancer cases have been reported to ascertain the reason(s) and locate more suspected case(s).
5	Setting up cancer awareness camps periodically (atleast 5 camps shall be organized in a month)
6	Assisting the administration in relevant IEC activities, as and when required

2. Documentation:

The below detailed documentation / essentials shall be provided by the Second Party at the end of the project / during the course of the project, as mutually agreed:

S.No.	Particulars
1	Project Report detailing project initiatives, findings, learnings.
2	Proper documentation of life-cycle of all the Cancer patients registered with a health facility in district Jhajjar

Further, the Second Party shall return all the non-consumable items issued by the District Administration for smooth implementation of the project at the termination / completion of the agreement.

3. Monitoring:

The committee of following officers under the Chairmanship of Deputy Commissioner Jhajjar at the district level will ensure proper monitoring, implementation, awareness and optimal utilization of funds in the project:

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- a) Deputy Commissioner, Jhajjar (Chairman)
- b) Civil Surgeon (Vice-Chairman)
- c) City Magistrate, Jhajjar (Member)
- d) Nodal Officer, Non-Communicable Diseases (Member Secretary)
- e) District Development & Panchayat Officer (Member)
- f) Program Officer, ICDS (Member)
- g) District Information and Public Relations Officer (Member)

4. Roles & Responsibilities:

a) First Party:

- Management: The Deputy Commissioner, Jhajjar will chair periodic review meetings of both parties. This will help to ensure that necessary synergy between the two parties is ensured and in case of any underlying non-functional conflict or misunderstanding the same could be sorted out.
- Financial Support: The District Administration Jhajjar through CSR Monitoring Committee shall provide the required financial support to the Second Party on submission of the Expenditure Report.

b) Second Party:

- Human Resources: The second party will nominate nodal person(s) for the initiative(s) for smooth coordination of the project. Further, the second party will make available the required human resources for the designed intervention as depicted in proposal.
- Compliance: The second party shall accept and abide by norms, notifications, policies issued by the Government of Haryana and Government of India from the time being in force and from time to time.
- Documentation: The second party shall utilize its resources to develop comprehensive documentation on all joint initiatives and programs.
- Promotion: The second party can install a display board(s) in the project vicinity or may publish media reports for awareness purposes, however, all such activities must be pre-approved by the Nodal Officer of the project appointed by the first party.

D. Force Majeure:

Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of Force Majeure, namely circumstances beyond the reasonable control of either party which

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R. Tulshi Kumari
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shall include (but shall not be limited to) acts of God, military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics. However, if as a consequence of such cause, performance by a party under this Agreement shall be prevented for a period longer than one (1) month, then the other party shall have the right to terminate this Agreement by providing a written notice of one month to the other party. The terms of termination under this condition will be with no liabilities or penalties.

E. General Provisions:

- **Governing Law and jurisdiction:** The parties hereby agree that this Agreement and all questions arising with it are governed by and will be construed according to the laws from time to time in force in India and the State of Haryana and the parties irrevocably submit to the authority of the courts having jurisdiction in that regard. All disputes will be subject to the jurisdiction of Jhajar courts.
- **Severability:** In the event of any of these terms, conditions or provisions of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law and both parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

F. Time Period of the MOU:

The MoU will be valid for a period of three months from the date it is signed by both parties. It can be extended for a mutually agreed time period or its scope can be increased by mutual agreement. Such discussions should take place a month before the expiry of the current agreement. During the validity of the MoU, either party can terminate the agreement by giving one month written notice. In the notice period, both parties will strive to bring the program to a smooth closure.

Both parties are expected to follow and complete their responsibilities as detailed above. Failure to complete it would be construed as non-compliance of accepted action. In the unlikely event of the second party not performing the committed obligations such as non-completion of work as per the agreed schedule under this Memorandum of Understanding and in such a manner as may be laid down, it shall be lawful for the First Party to terminate the agreement and take over the incomplete work under "as is where is" condition without any liability on the second party after issue of written notice not exceeding 30 days.

[Signature]
19/05/22

R. Tulsi kumari
19/05/22

IN WITNESS WHEREOF THE PARTIES HERE UNTO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRST HEREIN BEFORE MENTIONED

Read, agreed and accepted	Read, agreed and accepted
For Operational Lead, District Administration, Jhajjar	Sh. Manoj Saini, Nodal Officer, Non-Communicable Diseases, Jhajjar <i>Manoj Saini</i> 19/05/22
For Financial Lead, District Administration, Jhajjar	Sh. Parvesh Kadiyan City Magistrate, Jhajjar <i>P. K. 19/05/22</i>
For Right to Life Foundation, Jhajjar	Smt. Ratnala Tulshi Kumari Secretary, Right to Life Foundation <i>R. Tulshi Kumari</i> 19/05/22
In presence of the following:	
Witness 1 <i>D. Kumar</i> Sh. Dinesh Kumar Assistant (O/DC Jhajjar)	
Witness 2 <i>K. Kant</i> Sh. Krishan Kant Assistant (O/DC Jhajjar)	

District Administration Rohtak and Right to life foundation,

MEMORANDUM OF UNDERSTANDING

No. 20533/MB Date. 1. 23.12.2022

This Memorandum of Understanding is made and executed at District. Rohtak of Haryana (State) on 23rd day of Dec. 2022, by and between District Administration Rohtak, represented by Nodal Officer, Non-Communicable Diseases, Rohtak nominated as the Operational Lead and City Magistrate, Rohtak nominated as the Financial Lead by the Deputy Commissioner Rohtak vide order no. _____ dated (hereinafter referred to as the "First Party")

AND

Right to Life Foundation, Jhajjar, Haryana, registered under the Haryana Registration and Regulation of Societies Act, 2012 (Haryana Act No. 1 of 2012) vide Registration No. HR 015-2019-2541, having its registered office at 2111, Sector-6, Bahadurgarh, Jhajjar, Haryana represented by Mrs. Ratnala Tulshi Kumari, Secretary, Right to Life Foundation, Jhajjar. Haryana (Hereinafter referred to as the "Second Party")

1. Whereas the first party provides various facilities to all the domiciles of the area and thus to collaborate with Individuals, Corporate bodies, Societies, Trusts and such other entities as are engaged in the implementation of quality welfare measures and providing primary, augmented and auxiliary facilities in all the sectors across the district.
2. And, whereas the Second Party is working towards Human welfare in the State of Haryana and is now focusing on the need of improving the health & community services/facilities in the district by way of "Development of Awareness Level of Breast, Cervical Cancer, Oral Cancer and Wellbeing of Survivors among the Population of Rohtak" considering the unprecedented health and economic challenges that have come fore since the outbreak of Cancer cases which are rising rapidly in the area.

R. Tulshi Kumari

3. That the first party, District Administration office, shall further help in arranging the funds required for the project and other support system asked in the proposal by the second party, Right to Life Foundation, Haryana.
4. That, the proposed project has been already conducted piloting in Rohtak District, hereby, in Rohtak, it may be implimented directly with minimum of 12 months and extendable so as per the guidance from the District Administration office Rohtak, Haryana

A. Background

In an effort to improve the health and community welfare and to introduce augmented cancer related care services in district Rohtak, Haryana subsequent to the rising cases of Cancer, the First party and the Second Party have agreed in principle for the welfare of the people to work symbiotically to ensure provision of amenities by way of Development of Awareness Level of Breast, Cervical Cancer. Oral Cancer and Wellbeing of Survivors among the Population of Rohtak in the District.

B. Scope of partnership

- I. The First party and Second Party will as and when required during the period of this Memorandum of Understanding, collaborate on such mutually agreed initiatives and programs that have potential to improve the health facilities in the district, in a systemic manner.
- II. The Second Party will bring in necessary human resources to provide the necessary support to the stakeholders for such initiatives as and when required.
- III. The Operational Lead shall on behalf of District Administration Rohtak ensure that all necessary formalities and directions are issued in timely manner to provide adequate time and support to Second Party to contribute and participate.
- IV. Both parties will fulfill their respective roles and responsibilities as outlined in the subsequent sections of this Memorandum of Understanding.



R. Jyoti Kumari



V. The Operational Lead for the purpose will work in a synchronized manner with the Second Party, provide leadership and act as figurehead, resource allocator to enable the district to derive optimum benefit and leverage from this partnership so that the motive of the affiliation is achieved.

VI. Funds received from CSR Partner in the CSR Monitoring Committee's account shall be utilised for financially supporting the project. The Second Party shall be responsible for sharing Expenditure Report (along with bills, wherever required) to the Financial Lead on a monthly basis. Such report will further be scrutinised by the CSR Monitoring Committee and funds will be sanctioned thereof.

VII. Aforementioned arrangement will be continued for the initial period; the funds sourced through CSR Support will be disbursed by the CSR Monitoring Committee as per the Expenditure Report. Subsequently, District Administration's (or the Financial Lead) role will be limited to verification of the activities and the financial support will be provided through CSR partners by entering into a Tripartite Agreement.

VIII. The Financial support is contingent on submission of CSR Registration Number by the Second Party.

C. Areas for joint initiatives

The Second Party has proposed to augment and assist the district administration to effectively tackle the magnitude of challenges posed before the authorities due to the rising cases of cancer and social stigma associated with it and has taken up this project.

The following activities towards improving basic health infrastructure in the district.

1. Project Scope:

The below project scope shall be taken up by the Second Party under the supervision of the First Party. The execution project shall be initiated after the signing of the agreement and be continued till its termination.



R. Telesh Kumar



S.No.

Scope of the activity

- 1 Support administration in identification of suspected patient(s)
- 2 Follow-ups with collected list of patient sy suspected patient(s) in order to.
- 3 ensure that they are getting treated well Conduct visits to areas where most cancer cases have been reported to ascertain the reason(s) and locate more suspected case(s).
- 4 Setting up cancer awareness camps periodically (at least 5 camps shall be organized in a month)
- 5 Assisting the administration in relevant IEC activities, as and when required

2. Documentation:


The below detailed documentation / essentials shall be provided by the Second Party at the end of the project/during the course of the project, as agreed:

S. No.

Particulars

- 1 Project Report detailing project initiatives, findings, learning's.
- 2 Proper documentation of life-cycle of all the Cancer patients registered with a health facility in district Rohtak.

Further, the Second Party shall return all the non-consumable items issued by the District Administration for smooth implementation of the project at the termination / completion of the agreement.



R. Tulshi Kumari

3.

Monitoring:

The committee of following officers under the Chairmanship of Deputy Commissioner Rohtak at the district level will ensure proper monitoring, implementation, awareness and optimal utilization of funds in the project:

- a) Deputy Commissioner, Rohtak (Chairman)
- b) Civil Surgeon (Vice Chairman)
- c) City Magistrate, Rohtak (Member)
- d) Nodal Officer, Non-Communicable Diseases (Member Secretary)
- e) Program Officer, ICDS (Member)
- f) District Information and Public Relations

4. Rules & Responsibilities:

a) First Party

Management: The Deputy Commissioner, Rohtak will chair periodic review meetings of both parties. This will help to ensure that necessary synergy between the two parties is ensured and in case of any underlying non-functional conflict or misunderstanding the same could be sorted out. Financial Support: The District Administration Rohtak through CSR Monitoring Committee shall provide the required financial support to the Second Party on submission of the Expenditure Report by

b) Second Party

Human Resources: The second party will nominate nodal person(s) for the initiatives for smooth coordination of the project. Further, the second party will make available the required human resources for the designed intervention as depicted in proposal.



R. Tulsi Kumar

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b) Second Party

Human Resources: The second party will nominate nodal person(s) for the initiatives for smooth coordination of the project. Further, the second party will make available the required human resources for the designed intervention as depicted in proposal.



R. Tulshi Kumar

Compliance: The second party shall accept and abide by norms, notifications, policies issued by the Government of Haryana and Government of India from the time being in force and from time to time.

Documentation: The second party shall utilize its resources to develop comprehensive documentation on all joint initiatives and programs.



Promotion: The second party can install a display board(s) in the project vicinity or may publish media reports for awareness purposes, however, all such activities must be pre-approved by the Nodal Officer of the project appointed by the first party.

D. Force Majeure:

Neither party shall be liable to the other in respect of anything which, 4/6 th provision, may constitute breach of this Agreement arising by reason of Force Majeure, namely circumstances beyond the reasonable control of either party which shall include (but shall not be limited to) acts of God, military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics. However, if as a consequence of such case, performance by a party under this Agreement shall be prevented for a period longer than one (1) month, then the other party shall have the right to terminate this Agreement by providing a written notice of one month to the other party. The terms of termination under this condition will be with no liabilities or penalties.

E. General Provisions:

Governing Law and jurisdiction: The parties hereby agree that this Agreement and all questions arising with it are governed by and will be construed according to the laws from time to time in force in India and the State of Haryana and the parties irrevocably submit to the authority of the courts having jurisdiction in that regard. All disputes will be subject to the jurisdiction of Rohtak courts.



R. Tulschi Kumar


In the event of any of these terms, conditions or provisions of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such terms, condition, provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law and both parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision

F. Time Period of the MOU:

The MOU will be valid for a period of one year from the date it is signed by both parties. It can be extended for a mutually agreed time period or its scope can be increased by mutual agreement. Such discussions should take place a month before the expiry of the current agreement. During the validity of the MOU, either party can terminate the agreement by giving one month written notice. In the notice period, both parties will strive to bring the program to a smooth closure.

Both parties are expected to follow and complete their responsibilities as detailed above. Failure to complete it would be construed as non-compliance of accepted action. In the unlikely event of the second party not performing the committed obligations such as non-completion of work as per the agreed schedule under this of Understanding and in such a manner as may be laid down, it shall be lawful for the First Party to terminate the agreement and take over the incomplete work under "as is where is" condition without any liability on the second party after issue of written notice not exceeding 30 days.

IS WITNESS WHEREOF THE PARTIES HERE UNTO HAVE SET THEIR
RESPECTIVE HANDS AND SEALS ON OD DAY MONTH AND YEARLIEST HERE
N BEFORE MENTIONED



R. Jyoti Karmaveer

Read, agreed and accepted

For Operational Lead District

CMO, Rohtak

For Financial Lead District

Read, agreed and accepted

Dr. Anil Kumar Birla,



City Magistrate, Rohtak

Rohtak

A. Tulshi Kumari

Smt. Ratnala Tulshi Kumari

Haryana Secretary

Right to Life Foundation Jhajjar,

Right to Life Foundation

District Administration Gurugram and Right to life foundation, Gurugram.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at District. Gurugram of Haryana (State) on ~~04~~ 01-2024 by and between District Administration Gurugram, represented by Nodal Officer, Non-Communicable Diseases, Gurugram nominated as the Operational Lead and City Magistrate, Gurugram nominated as the Financial Lead by the Deputy Commissioner Gurugram vide order no. NCD/2024/28 dated (hereinafter referred to as the "First Party")

AND

Right to Life Foundation, Gurugram, Haryana, registered under the Haryana Registration and Regulation of Societies Act, 2012 (Haryana Act No. 1 of 2012) vide Registration No. HR 015-2019-2541, having its registered office at 2111, Sector-6, Bahadurgarh and Branch Office 785 Sec.39 Basment, Gurugram, Haryana represented by Dr. Ratnala Tulshi Kumari, Secretary, Right to Life Foundation, (Hereinafter referred to as the "Second Party").

1. Whereas the first party provides various facilities to all the domiciles of the area and thus intends to collaborate with Individuals, Corporate bodies, Societies, Trusts, and such other entities as are engaged in the implementation of quality welfare measures and providing primary, augmented, and auxiliary facilities in all the sectors across the district.
2. And, whereas the Second Party is working towards Human welfare in the State of Haryana and is now focusing on the need of improving the health & community services/facilities in the district by way of "Development of Awareness Level of Breast, Cervical Cancer, Oral Cancer and Wellbeing of Survivors among the Population of Gurugram" considering the unprecedented health and economic challenges that have come fore since the outbreak of Cancer cases which are rising rapidly in the area.

A. Background

In an effort to improve the health and community welfare and to introduce augmented cancer related care services in district Gurugram, Haryana subsequent to the rising cases of Cancer, the First party and the Second Party have agreed in principle for the welfare of the people to work symbiotically to ensure provision of amenities by way of Development of Awareness Level of Breast. Cervical Cancer. Oral Cancer and Wellbeing of Survivors among the Population of Gurugram in the District.

District Administration Gurugram and Right to life foundation, Gurugram,

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at District, Gurugram of Haryana (State) on 04-01-2024 by and between District Administration Gurugram, represented by Nodal Officer, Non-Communicable Diseases, Gurugram nominated as the Operational Lead and City Magistrate, Gurugram nominated as the Financial Lead by the Deputy Commissioner Gurugram vide order no. NCD/2024/28 dated (hereinafter referred to as the "First Party")

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2. And, whereas the Second Party is working towards Human welfare in the State of Haryana and is now focusing on the need of improving the health & community services/facilities in the district by way of "Development of Awareness Level of Breast, Cervical Cancer, Oral Cancer and Wellbeing of Survivors among the Population of Gurugram" considering the unprecedented health and economic challenges that have come fore since the outbreak of Cancer cases which are rising rapidly in the area.

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B. Scope of partnership

- I. The First party and Second Party will as and when required during the period of this Memorandum of Understanding, collaborate on such mutually agreed initiatives and programs that have potential to improve the health facilities in the district, in a systemic manner.
- II. The Second Party will bring in necessary human resources to provide the necessary support to the stakeholders for such initiatives as and when required.
- III. The Operational Lead shall on behalf of District Administration Gurugram ensure that all necessary formalities and directions are issued in timely manner to provide adequate time and support to Second Party to contribute and participate.
- IV. Both parties will fulfill their respective roles and responsibilities as outlined in the subsequent sections of this Memorandum of Understanding.
- V. The Operational Lead for the purpose will work in a synchronized manner with the Second Party, provide leadership and act as figurehead, resource allocator to enable the district to derive optimum benefit and leverage from this partnership so that the motive of the affiliation is achieved.
- VI. NGO Will submit the Mou and project to PRO CSR committee Haryana and other companies for CSR fund,

C. Areas for joint initiatives

The Second Party has proposed to augment and assist the district administration to effectively tackle the magnitude of challenges posed before the authorities due to the rising cases of cancer and social stigma associated with it and has taken up this project.

The following activities towards improving basic health infrastructure in the district.

1. Project Scope:

The below project scope shall be taken up by the Second Party under the supervision of the First Party. The execution project shall be initiated after the signing of the agreement and be continued till its termination.

S.No.	Scope of the activity
1	Support administration in Identification of suspected patient(s)
2	Follow-ups with collated list of patient (s) suspected patient(s) in order to Conduct visits to areas where most cancer cases have been reported to ensure that they are getting treated well.
3	Conduct visits to areas where most cancer cases have been reported to ascertain the reason (s) and locate more suspected cases (s)
	Setting up cancer awareness camps periodically (at least TEN camps shall be organized in a month)
5	Assisting the administration in relevant IEC activities, as and when required.

2. Documentation:

The below detailed documentation / essentials shall be provided by the Second Party at the end of the project / during the course of the project, as mutually agreed:

S.No.	Particulars
1	Project Report detailing project initiatives, findings, learnings.
2	Proper documentation of life cycle of all the Cancer patients registered with a health facility in district Gurugram

Further, the Second Party shall return all the non-consumable items issued by the District Administration for smooth implementation of the project at the termination/ completion of the agreement.

3. Monitoring:

The committee of following officers under the Chairmanship of Deputy Commissioner Gurugram at the district level will ensure proper monitoring, implementation, awareness in the project:

- (a) Deputy Commissioner, Gurugram (Chairman)
- (b) Civil Surgeon (Vice-Chairman)
- (c) City Magistrate, Gurugram (Member)
- (d) Nodal Officer, Non-Communicable Diseases (Member Secretary)
- (e) Program Officer, ICDS (Member)
- (f) District Development & Panchayat Officer (Member)
- (g) District Information and Public Relations Officer (Member)

4. Roles & Responsibilities:

a) First Party:

- i. **Management:** The Deputy Commissioner, Gurugram will chair periodic review meetings of both parties. This will help to ensure that necessary synergy between the two parties is ensured and in case of any underlying non-functional conflict or misunderstanding the same could be sorted out.

b) Second Party

- i. **Human Resources:** The second party will nominate nodal person(s) for the initiatives for smooth coordination of the project. Further, the second party will make available the required human resources for the designed intervention as depicted in proposal.
- ii. **Compliance:** The second party shall accept and abide by norms, notifications, policies issued by the Government of Haryana and Government of India from the time being in force and from time to time.
- iii. **Documentation:** The second party shall utilize its resources to develop comprehensive documentation on all joint initiatives and programs.
- iv. **Promotion:** The second party can install a display board(s) in the project vicinity or may publish media reports for awareness purposes, however, all such activities must be pre-approved by the Nodal Officer of the project appointed by the first party.

Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of Force. Majeure, namely circumstances beyond the reasonable control of either party which shall include (but shall not be limited to) acts of God, military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics. However, if as a consequence of such cause, performance by a party under this Agreement shall be prevented for a period longer than one (1) month, then the other party shall have the right to terminate this Agreement by providing a written notice of one month to the other party. The terms of termination under this condition will be with no liabilities or penalties.

E. General Provisions:

- i. **Governing Law and jurisdiction:** The parties hereby agree that this Agreement and all questions arising with it are governed by and will be construed according to the laws from time to time in force in India and the State of Haryana and the parties irrevocably submit to the authority of the courts having jurisdiction in that regard. All disputes will be subject to the jurisdiction of Gurugram courts.
- ii. **Severability.** In the event of any of these terms, conditions or provisions of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid only ^{one} ~~Two~~ **Years** (2024 ^{on} ~~2025~~ ²⁰²⁵) to the fullest extent permitted by law and both parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

F. Time Period of the MOU:

- i. The MoU will be valid for a period of **One years** from the date it is signed by both parties. It can be extended for a mutually agreed time period or its scope can be increased by mutual agreement. Such discussions should take place a month before the expiry of the current agreement. During the validity of the MoU, either party can

- terminate the agreement by giving one month written notice. In the notice period, both parties will strive to bring the program to a smooth closure.
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IN WITNESS WHEREOF THE PARTIES HERE UNTO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRST HEREIN BEFORE MENTIONED

Read, agreed, and accepted For Operational Lead, District Administration, Gurugram	Read, agreed, and accepted Dr. Virender Yadav, Civil Surgeon, Gurugram CIVIL SURGEON GURUGRAM
Nodal officer Non-Communicable Diseases Gurugram	Read, agreed, and accepted Dr. Priya Sharma DY. CIVIL SURGEON GURUGRAM
For Right to Life Foundation, Gurugram	Dr. Ratnala Tulshi Kumari Founder Secretary, For Right to Life Foundation, Gurugram, Haryana General Secretary
In presence of the following:	Witness -1 Witness -2

District Administration Gurugram and Right to life foundation, Gurugram.

MEMORANDUM OF UNDERSTANDING

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S.No.	Particulars
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- (c) City Magistrate, Gurugram (Member)
- (d) Nodal Officer, Non-Communicable Diseases (Member Secretary)
- (e) Program Officer, ICDS (Member)
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- (g) District Information and Public Relations Officer (Member)

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D. Force Majeure:

Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of Force. Majeure, namely circumstances beyond the reasonable control of either party which shall include (but shall not be limited to) acts of God, military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics. However, if as a consequence of such cause, performance by a party under this Agreement shall be prevented for a period longer than one (1) month, then the other party shall have the right to terminate this Agreement by providing a written notice of one month to the other party. The terms of termination under this condition will be with no liabilities or penalties.

E. General Provisions:

- i. Governing Law and jurisdiction: The parties hereby agree that this Agreement and all questions arising with it are governed by and will be construed according to the laws from time to time in force in India and the State of Haryana and the parties irrevocably submit to the authority of the courts having jurisdiction in that regard. All disputes will be subject to the jurisdiction of Gurugram courts.
- ii. Severability. In the event of any of these terms, conditions or provisions of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid for only **three months** (2023- 2024) to the fullest extent permitted by law and both parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

F. Time Period of the MOU:

- i. The MoU will be valid for a period of **three month** from the date it is signed by both parties. However it will be renewed from 1st January 2024 to 31st December 2024 It can be extended for a mutually agreed time period or its scope can be increased by mutual agreement. Such discussions should take place a month before the expiry of the current agreement. During the validity of the MoU, either party can

terminate the agreement by giving one month written notice. In the notice period, both parties will strive to bring the program to a smooth closure.

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Read, agreed, and accepted For Operational Lead, District Administration, Gurugram	Read, agreed, and accepted Dr Virender Yadav , Civil Surgeon Gurugram CIVIL SURGEON GURUGRAM
Nodal Officer Non Communicable Disease Gurugram	Dr Priya Sharma Priya Sharma District Nodal Officer (NCD) Gurugram
For Right to Life Foundation, Gurugram	Dr. Ratnala Tulshi Kumari Founder Secretary, For Right to Life Foundation, Gurugram Haryana Right To Life Foundation R. Tulshi Kumari General Secretary
In presence of the following:	Witness -1 Witness -2