

**Memorandum of Understanding
Between
1. Himalayan Health & Hearing, Cannonvale, Australia,
2. Community Family Welfare Association, Janakpur, Dhanusha,
And
3. Shechen Clinic & Hospice, Boudhanath, Kathmandu;
For the
Implementation of Pelvic Organ Prolapse Program in Dhanusha District**

WHEREAS, there is an urgent need to raise awareness about and screen for Pelvic Organ Prolapse (PoP) in Dhanusha district, to support health workers and women, and as where possible and necessary, incorporate government health posts and staff in the PoP program, within the objective of preventing and managing PoP;

WHEREAS, Shechen Clinic & Hospice (hereinafter referred to as SC&H) is the primary promoter and director of this PoP program, and has brought together Community Family Welfare Association (hereinafter referred to as CFWA) as the implementing organization, and Himalayan Health & Hearing (hereinafter referred to as HH&H) as the funding organization;

And

WHEREAS, HH&H shall provide the said funds to implement the said program in 10 Village Development Committees (VDCs) in Dhanusha district, which CFWA will implement and SC&H will direct, supervise and monitor.

1. PURPOSE

- a) The purpose of this MoU is to set down the common understanding of the roles, responsibilities and tasks of all three parties – HH&H, CFWA and SC&H, for the funding, implementing and monitoring and reporting of the said program.

2. COMMITMENTS OF THE PARTIES

2.1. COMMITMENTS OF HH&H

- HH&H shall ensure funding of the said PoP program in Dhanusha district;
- The funds shall be received by CFWA directly;
- The total funding amount will be USD 13062 (US dollars thirteen thousand sixty two only);
- The funds shall be transferred in four installments of USD 2785/-, USD 4380/-, USD 2695/- and USD 3202/- . 1st installment shall be released upon signing this agreement. 2nd, 3rd and 4th installments shall be transferred in the first week of each consecutive quarter of the program year;
- Release of funds shall be on the instructions of SC&H.

2.2. The commitments of CFWA

- CFWA shall be responsible for the implementation of program in 10 VDCs of Dhanusha district according to the action plan and the validated budget;
- CFWA shall furnish monthly narrative and financial reports of the program to SC&H;
- CFWA shall provide invoices, receipts, photos or videos as requested by SC&H to ensure proper follow up of the program and financial transparency;

2.3. The responsibilities of SC&H

- SH&H shall direct, supervise and monitor the program and CFWA will help to facilitate the program direction, supervision and monitoring by SC&H;
- SC&H shall submit a quarterly narrative and financial report to HH&H;

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3. Duration of the MoU

This MoU is entered into for duration of 1 year.

4. Termination of the MoU

This MoU can be annulled at any time by SC&H if CFWA engages in corrupt or fraudulent practices while submitting the program financial report or in executing the MoU and the aforesaid program.

"Corrupt practice" means favoritism, and/or offering, giving, receiving or soliciting anything of value during contract execution.

"Fraudulent practice" means a misrepresentation of facts presented to SC&H.

5. The starting date of the MoU is 1st February 2015.

6. Legal Nature of the Memorandum

This MoU does not purport to be legally binding.

7. Confidentiality

Any information provided by either HH&H, SC&H or CFWA deemed to be sensitive will be held in confidence and will not be disclosed without the written consent of the providing Party, unless specifically required by legislation in either jurisdiction.

Signed by all three parties, in 2 copies, on 21.01.2015

8. Signatures

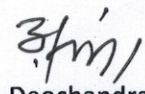
Himalayan Health & Hearing, PO Box 599, Cannonvale Qld 4802, Australia




Lew Tuck
Name:

President
Title within organization

Community Family Welfare Association (CFWA), Janakpur, Dhanusha, Nepal



Deochandra Jha
Name:

President
Title within organization



Shechen Clinic & Hospice (SC&H), Boudhanath, Kathmandu, Nepal




Sanjeev Pradhan
Name:

Managing Director
Title within organization