

Serial No. 6

Notarial Certificate



ALL TO WHOM THESE PRESENTS SHALL COME I, **ASIS KUMAR SEN**, Advocate of City Civil Court duly appointed by the Central Government and practicing as a **NOTARY** in the district of Kolkata of the State of West Bengal within the **Union of India**, do hereby declare and certify that the Paper Writings collectively marked 'A' annexed hereto, hereinafter, called the "**Paper Writings A**" are presented before me by the executants(s).

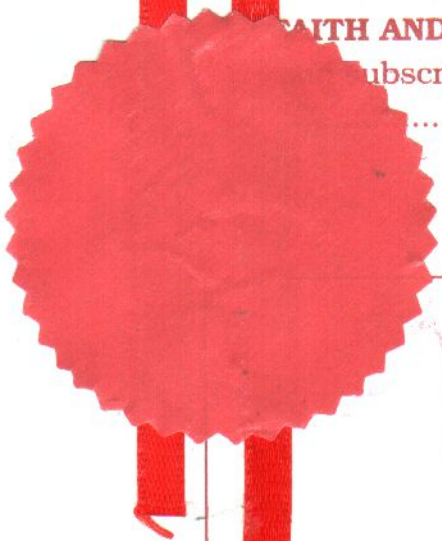
This M.O.V. is made between The Kolkata - Municipal Corporation & Iswar Sankalpa, Kolkata, a Non-Governmental Organization, having its Regd. office at 19/3, Pitambar Ghatak Lane, Kolkata - 27, represented by its Secretary, Sarbani Das Roy.

hereinafter referred to as the "executants (s)" on this the day of **26 FEB 2021** Two Thousand

the "executants(s)" having admitted the execution of the "Paper Writing" in respective hand(s) in the presence of the witness (es), who as such, subscribe (s) signature (s) thereon, and being satisfied as to the identity of the executant (s), and the said execution, I have authenticated verified and attested the execution of the "**Paper Writings A**" and testify that the said execution is in the respective hand(s) of the executants(s).

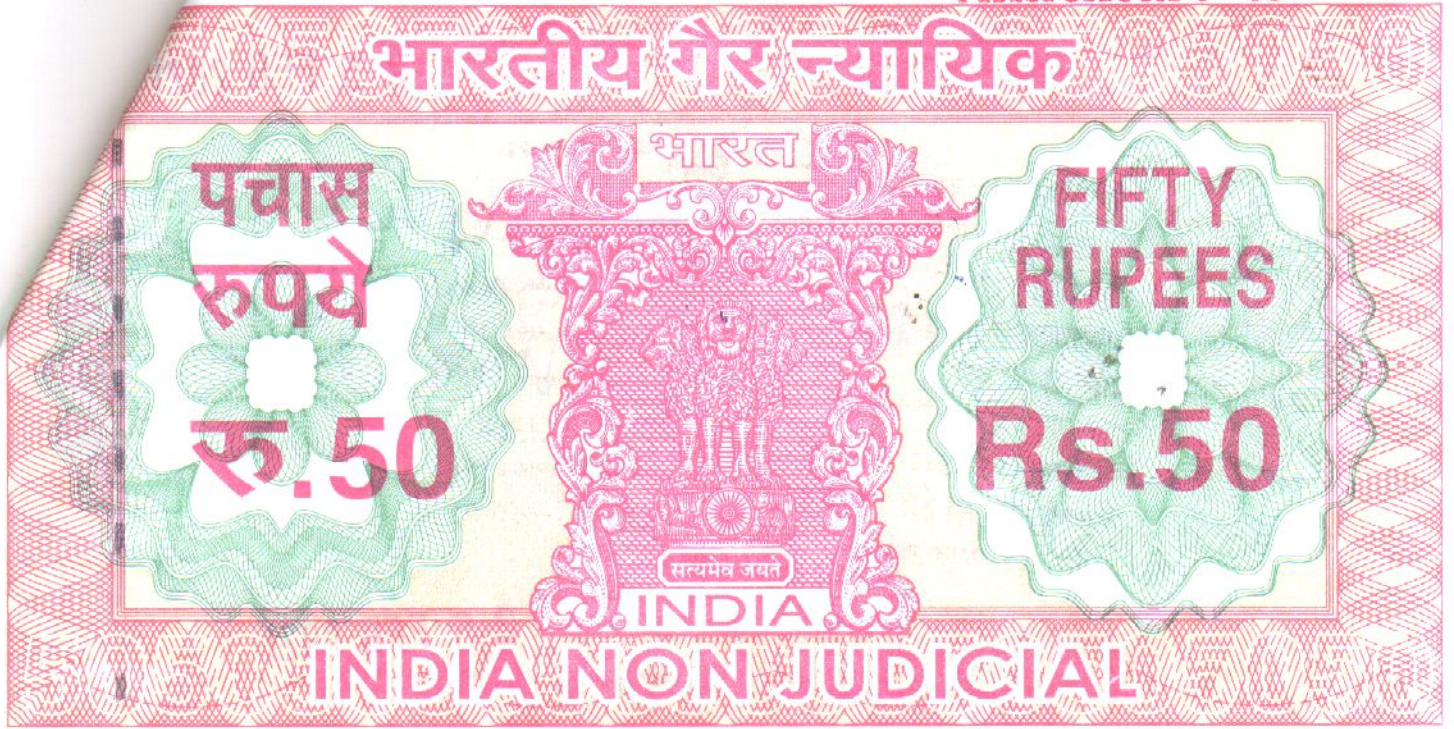
ACT WHEREOF being required of a **Notary**, I have granted **THESE PRESENTS** as my **NOTARIAL CERTIFICATE** to serve and avail as need occasion shall or may require.

FAITH AND TESTIMONY WHEREOF I, the said Notary, have hereunto subscribed my hand and affixed my Notarial seal on this the day of **26 FEB 2021** 20



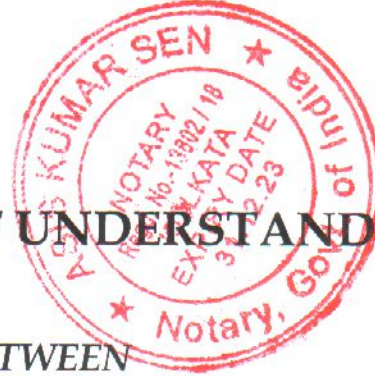
Asis Kumar Sen
ASIS KUMAR SEN
Notary, Govt. of India
City Civil Court, Calcutta - 700 001
Regd. No. 13802/2018
Mob. : 9830469404 / 8584830116
Chamber & Residence :
56, Purbayan Chingrighata

Annexture "A"



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AC 549845



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE KOLKATA MUNICIPAL CORPORATION

AND

ISWAR SANKALPA, KOLKATA

FOR UPSCALE OF URBAN MENTAL HEALTH PROGRAM

A. S. K. Sen

THIS MEMORANDUM OF UNDERSTANDING entered into at Kolkata on this
26th day of February (Month), in the year 2021 (Two Thousand
and Twenty One).

BETWEEN

THE KOLKATA MUNICIPAL CORPORATION, a body corporate constituted Under WB Act, LIX 1980 having its Head Office at 5, S. N. Banerjee Road, Kolkata, State: West Bengal, Pin - 700013, India hereinafter referred to as 'K.M.C. Authority' through Municipal Secretary of the Kolkata Municipal Corporation (which expression shall unless repugnant to the context include its successor and assigns) of the **1st Party (First Party)**.

AND

ISWAR SANKALPA, a Non Governmental Organization, Society formed on the 6th day of March, 2007 under the Society Registration Act, 1961 having its Registered Office at 19/3, Pitambar Ghatak Lane, Kolkata, State: West Bengal, Pin - 700027 and represented by its Secretary, Sarbani Das Roy, (hereinafter referred to as the "Representative of the Second Party"), which expression shall unless repugnant to the context or meaning hereof shall mean and include its successors and assigns of the **2nd Party (Second Party)**.

WHEREAS Iswar Sankalpa (a registered NGO working in the field of Mental Health) is a society formed on the 6th day of March, 2007 under the Society Registration Act, 1961 by mental health professionals that brings support and care to the underprivileged and homeless people suffering from mental illness on the streets of Kolkata;

AND WHEREAS it is considered useful and beneficial to citizens and to the Kolkata Municipal Corporation and Government authorities to upscale a joint pilot initiative in the introduction of mental health service within the existing health service delivery system of the Corporation in wards of 11, 26, 54, 78 & 82 withn inclusion of such expanded service in 03 (three) more wards of 6, 37 & 96.

Sarbanee Das Roy

AND WHEREAS the said proposal of the Second Party was placed before the KMC Authority for consideration;

That the said proposal duly approved by the KMC Authority.

AND WHEREAS the parties hereto are accordingly desirous of entering into this Memorandum of Understanding to record the terms on which they may work together.

AND WHEREAS

That, in the said Agreement, when the context will admit of it, the term "Commissioner" shall mean the Municipal Commissioner appointed under Section 14 of the Kolkata Municipal Corporation Act, 1980 and includes any acting or officiating Municipal Commissioner appointed during his temporary absence; the term "Secretary" shall mean the Municipal Secretary for the time being of the Kolkata Municipal Corporation.

AND WHEREAS

That the matter was placed before the Hon'ble Board of Administrators (BoA), KMC where it was resolved vide Item No. BoA/MOA-12.11 dated 20.02.2021 as follows:

MAYOR - IN - COUNCIL

Item No. BoA/MOA-12.11

Dated 20.02.2021

Resolved

I) That the proposal of CMHO regarding post-facto approval for renewal of a 3 (three) year duration MOU (from 08.06.2017 to 07.06.2020), between KMC and ISWAR SANKALPA (a registered NGO working in the field of Mental Health), for facilitation of existing mental health services in 5 (five) nos. of wards of 11, 26, 54, 78 & 82 with inclusion of such expanded service in 3 (three) more wards of 6, 37 & 96, through their respective UPHCs for a further tenure of 3 (three) years w.e.f. 08.06.2020 to 07.06.23, as detailed out in the agenda item, is taken up for consideration and is approved.

II) That the matter for renewal of a 3 (three) years duration MOU (08.06.2017 to 07.06.2020), between KMC and ISWAR SANKALPA (a registered NGO

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working in the field of Mental Health), for facilitation of existing mental health services in 5 (five) nos. of wards of 11, 26, 54, 78 & 82 with inclusion of such expanded service in 3 (three) more wards of 6, 37 & 96, through their respective UPHCs for a further tenure of 3 (three) years w.e.f. 08.06.2020 to 07.06.23, is taken up for consideration and is approved.

III) That C.M.H.O. shall take necessary action accordingly.



SUBJECT MATTER:-

I. Caption of the Item:-

Post- facto approval for renewal of a 3 (three) year duration MOU (from 08.06.2017 to 07.06.2020), between KMC and ISWAR SANKALPA (a registered NGO working in the field of Mental Health), for facilitation of existing mental health services in 5 (five) nos. of wards of 11, 26, 54, 78 & 82 with inclusion of such expanded service in 3 (three) more wards of 6, 37 & 96, through their respective UPHCs for a further tenure of 3 (three) years w.e.f. 08.06.2020 to 07.06.23.

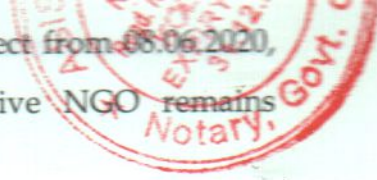
II. Background:-

That the 2nd. Party (ISWAR SANKALPA) is a renowned NGO with proven expertise in providing mental health care through their specialist doctors / counseling service and is presently involved in providing such mental health service/s through the OPDs and UPHCs 11, 26, 54, 78 & 82 satisfactorily for the last 3 (three) years, as per MOU signed dated 08.06.2017.

That the 2nd. Party has presently expressed their interest to expand their existing mental health service/s to 3 (three) other wards 6, 37 & 96, through their respective UPHCs. This may be noted that there is no financial involvement on the part of KMC in relation to the expanded programme on mental health that may be undertaken by the 2nd. Party, should such permission be given to the 2nd. Party.

That the Health Department of KMC thus proposes that a new MOU needs to be presently signed by KMC and ISWAR SANKALPA (a registered NGO working in the field of Mental Health), for maintaining continuity of such expanded mental health service/s in 8 (Eight) Wards, inclusive of 5 (Five) prior wards of 11, 26, 54, 78 & 82 along with addition of 3 (three) more wards of 6, 37 & 96, for a

further tenure of 3 (three) more years with retrospective effect from 08.06.2020, renewable thereafter if service provided by the respective NGO remains satisfactory and subject to approval of authority.



III. Financial Implication:-

That there is no financial involvement on part of KMC in relation to such expanded programme on mental health care.

BRIEF DESCRIPTION OF THE JOB / ITEM:

I. Need for institutionalized partnership between Municipal Corporations and NGOs/CSOs to promote Urban Mental Health:-

India's journey along the path of democratic development has yielded rich lessons. One of them is the growing awareness, both in society and in the Government (Central, State and Local), about the fact that the success or failure of the latter's policies and programmes hinges critically on people's participation in their planning, formulation, implementation and monitoring. Specifically, this has brought to the fore the useful role that civil society organizations can play in the development process; firstly, by serving as a non-political link between the people and governmental institutions and secondly, by bringing valuable intellectual, professional and mobilization expertise to assist the governments' efforts. This partnership has shown results in the existing 5 (Five) wards, with over 4000 registered persons and over 1,50,000 persons (87% of ward population) covered through door to door visits for mental health service/s.

II. Need to expedite urban primary health program through institutionalized partnership between the KMC and NGO:-

The challenges before the health systems in Kolkata have grown enormously, both in quantum and complexity, in the past few decades due to the rapid increase in the city's population and a host of other factors. These challenges can be overcome with significant broad-basing, deepening and institutionalizing the partnership between the Municipal Corporation and NGOs/CSOs.

West Bengal is at the forefront of taking charge and transforming the mental health landscape. With mental health disorders, and disability seeing a rise the

world over, the need for increasing access to mental health care is more urgent, now than ever. The time for action is NOW.

Now therefore, in consideration of the foregoing, and the premises and mutual Mous and covenants contained in this MoU and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the parties hereby agree as follows:

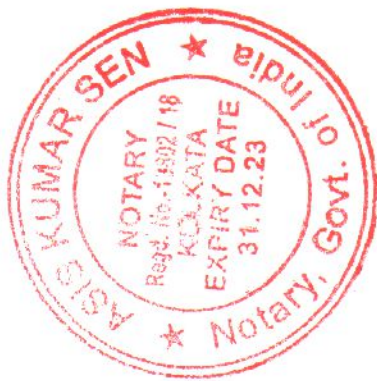
AIMS OF URBAN MENTAL HEALTH PROGRAMME

I. Addressing mental health service delivery through Urban Primary Health Centre (UPHC) in the different communities in the city.

II. Integration of mental health and physical health services in the primary health care system.

III. Need for continuing the institutionalized partnership between Municipal Corporations and NGOs/CSOs to promote Urban Mental Health.

a. India's journey along the path of democratic development has yielded rich lessons. One of them is the growing awareness, both in society and in the government (central, state and local), about the fact that the success or failure of the latter's policies and programmes hinges critically on people's participation in their planning, formulation, implementation and monitoring. Specifically, this has brought to the fore the useful role that civil society organizations can play in the development process; firstly, by serving as a non-political link between the people and governmental institutions and secondly, by bringing valuable intellectual, professional and mobilisation expertise to assist the governments' efforts.



b. Additionally, constructive civic activism promotes much-needed transparency and accountability in the functioning of democratic institutions, thereby strengthening people's faith in democracy. For this reason, civil society organizations are rightly termed as the 'Fifth Pillar' of democracy - after the legislature, executive, judiciary and the media. It is now widely accepted that

empowerment of civil society organizations has become a prerequisite for enhancing the efficacy of our democratic system.

- c. The usefulness of civil society organizations is especially manifest when they work in partnership with local self governments such as municipal corporations since the latter are the direct democratic interface with the people, for the delivery of a wide range of constitutionally mandated civic services and amenities.
- d. India is getting rapidly urbanized and cities have become the main engines of the country's socio-economic progress. Therefore, a robust mental health service delivery mechanism is being increasingly seen as crucial for achieving holistic urban development and ensuring a better quality of life for all categories of urban populations. Hence, institutionalized partnership between municipal bodies and non-governmental organizations (NGOs)/ civil society organizations (CSOs) is critical for promoting health.

IV. Need to fortify urban primary health program through institutionalized partnership between the KMC and NGO's

- a. Kolkata has a long and proud tradition of civic activism dedicated to the cause of a better life for all its citizens belonging to diverse communities. Since the setting up of the Kolkata Municipal Corporation in 1924, countless non-political groups and organizations of citizens have worked closely with the civic body in the fields of education, public health, creation of urban amenities, art and culture, and heritage conservation and so on. However, the involvement of non-governmental organizations (NGOs) in the functioning of the Municipal Corporation has so far been ad hoc and lacking an institutional basis. Hence, the partnership has not been able to pursue, on a sustainable basis, ambitious domain-specific goals, resulting in the non-realization of the full potential of such partnership.
- b. The challenges before the health systems in Kolkata have grown enormously, both in quantum and complexity, in the past few



decades due to rapid increase in the city's population and a host of other factors. These challenges can be overcome with significant broad-basing, deepening and institutionalizing the partnership between the Municipal Corporation and NGOs/CSOs.

IMPLICATIONS OF THE URBAN MENTAL HEALTH PROGRAMME

The Urban Mental Health Programme is a 6(Six) year project from 2012 in two wards, further expanded to 5 wards of Kolkata. Due to the demand for the services from the community, it has been running in a limited manner in the 5 wards while the new proposal and MOU have been submitted for renewal.

It has been a flourishing partnership between the Kolkata Municipal Corporation and Iswar Sankalpa as the program is developed in such a way that it fits into the existing health infrastructure - Urban Primary Health Centres managed by Kolkata Municipal Corporation (KMC). It had a two pronged approach -

1. To integrate mental health services with general health services offered at the Urban Primary Health Centres of the two wards under the KMC and in the process train and create non-psychiatric workers in the field of mental health.
2. To evolve a community movement towards including mental health in their idea of health and well being and to establish a support system at the community level which is aware of and sensitized towards mental health problems and fights against stigma and discrimination of such individuals through a shift in knowledge, attitude and practice.

Given the programme model, Iswar Sankalpa, with the aid of Kolkata Municipal Corporation has successfully entered the slum communities in the two wards and made mental health services accessible and affordable -

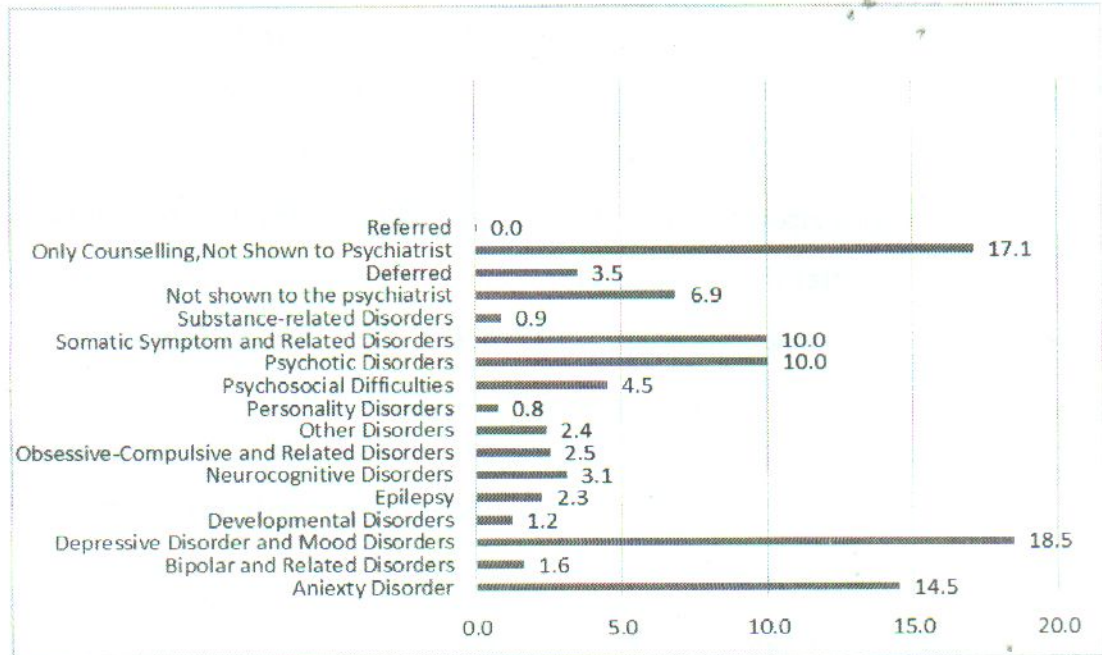
- The Kolkata Municipal Corporation has provided space in both the Urban Primary Health Centres (UPHC) to run the programme out of the same premises where physical health care services are offered - hence taking a **BIG and IMPORTANT** step towards integration of mental health and physical health services in an urban primary health care set-up.
- 48 Medical Officers and 129 Health Workers have been provided multiple trainings on mental health to help in capacity building.



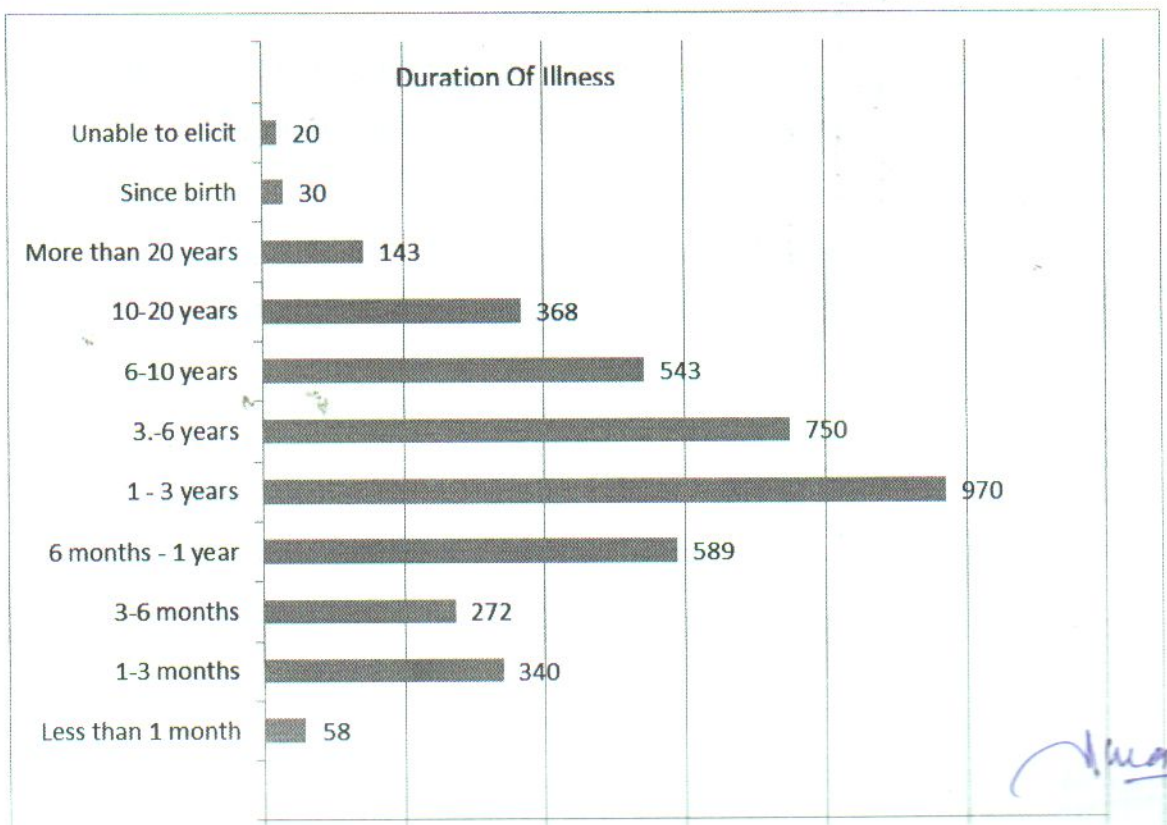
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the Urban Mental Health programme has registered 4083 people under its fold and offered both psychiatric and counseling services in the period September 2012- September 2020.

- The **break-up of the preliminary diagnosis** of the 4083 people registered is given below showing that the majority of the clientele have been diagnosed with anxiety and depression related disorders indicating the high level of Common Mental Disorders in the community.



- The **duration of illness** of the majority of the clients lie between 6 months to 10 years, indicating that a lack of awareness and access to mental health care may have led to the mental health condition being more intensified over the years.



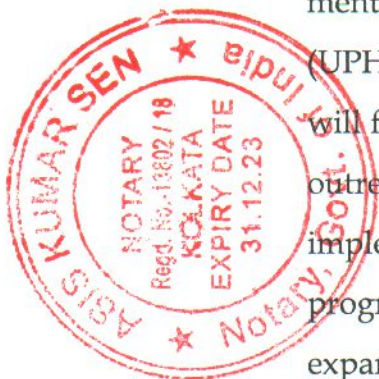
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- The Kolkata Municipal Corporation has provided free psychiatric medication at par with the physical health care medication provided to all people accessing services at its Urban Primary Health Centres (UPHC).
- Over 1,50,000 people in 5(Five) wards (87% population of the wards) have been reached out through various mental health generating awareness methods, resulting in identification of 3,751 persons with possible mental health issues.
- Iswar Sankalpa has also engaged about 247 clients under the programme in vocational training, created 5 support groups and imparted life skills training to 104 persons.
- Through intervention, Iswar Sankalpa has counseled and encouraged 374 people to get into supportive employment opportunities, helping to contribute to the overall economic well-being of their families.

Given the success of the pilot phase, Iswar Sankalpa wants to upscale this project to 8 (Eight) wards during the period April 2020 - March 2023 with the continued support of the Kolkata Municipal Corporation, in the process of making Kolkata, the first mental health friendly city model in the country.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

1. Sambandhan - The Urban Mental Health Program aims at providing mental health services through the KMC Urban Primary Health Centres (UPHC) in 8 (Eight) wards over a 3 (Three) year period. These services will focus on medical and psychosocial interventions along with intensive outreach work in the communities within the wards. The program will be implemented jointly by the KMC and NGO. In the first year, the programme will continue to run in Ward Nos. 11, 26, 54, 78 and 82 and expand to Ward 6. In the second year the programme will expand to Wards No. 37 and 96 and continue in these 8 (Eight) nos. of wards in year three.
2. The program will run for a period of three years at the end of which it may be considered for upscale in other wards of Kolkata by the Kolkata Municipal Corporation.



A) Training of Medical Officers and Health Workers of the Kolkata Municipal Corporation.

B) Counseling, Rehabilitation initiatives, Formation of Self help groups and economic empowerment of persons with mental illness.

C) Awareness generation on issues of Mental Health to increase early detection and promotion of positive mental health.

D) Advocacy to enable the upholding of human rights of persons with disabilities.

4. That the Memorandum of Understanding will be effect from the date of its execution.

RESPONSIBILITIES OF THE FIRST PARTY:

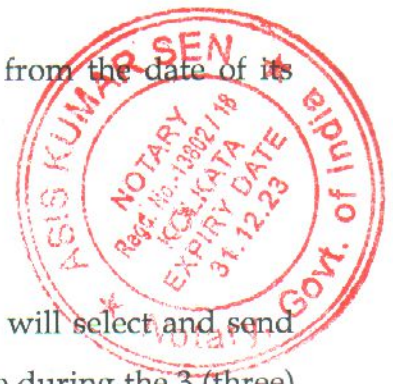
1. That the FIRST PARTY (Kolkata Municipal Corporation) will select and send the personnel for training and arrange for the training venue during the 3 (three) days of the training at the start of the program and for 2 days every 6 months over three years for refresher courses.

2. That the FIRST PARTY will be responsible for providing space in the Urban Primary Health Centres (UPHC) with adequate table space and storage facility for the mental health personnel and team. This will include the Program Manager, Visiting Psychiatrist and Psychologist. There will preferably be provision of space for the Rehabilitation Specialist and Social workers to work with groups during clinic hours. The concerned officials of the Kolkata Municipal Corporation, including the Councilors of the Kolkata Municipal Corporation shall have the right to enter the said allotted space as and when necessary for inspection.

3. That the FIRST PARTY will try to ensure supply of requisite medicines as per availability for patients with mental illness who attend the clinic.

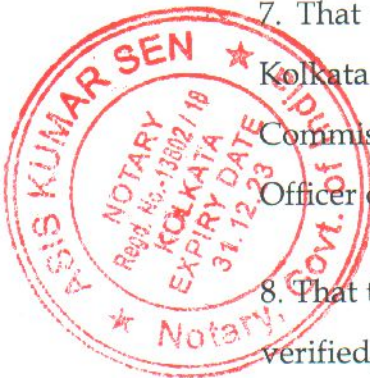
4. That the FIRST PARTY will be responsible for providing diagnostic testing assistance to all the patients with mental illness who attend the clinic as per UPHC investigation facility.

5. That the FIRST PARTY will be responsible for deputing its staff to attend



RESPONSIBILITIES OF THE SECOND PARTY:

1. That the SECOND PARTY (Iswar Sankalpa) will make arrangements for the trainers, training materials, training manual and refreshments for all training sessions over 3 years.
2. That the SECOND PARTY will provide all the required professional staff throughout the project period. These will include Case Managers, Community Social Workers, Psychologists and Rehabilitation Specialist.
3. That the SECOND PARTY will assign a Visiting Psychiatrist once a fortnight in every Urban Primary Health Centres (UPHC) in the first year of its functioning with its own cost, risk & responsibilities.
4. That the SECOND PARTY will be responsible for recognizing and felicitating the health worker with maximum number of referrals in each ward to encourage participation of all persons in programme implementation.
5. That the SECOND PARTY will be responsible for organizing awareness camps and conducting Ward mental health committee meetings.
6. That the SECOND PARTY will coordinate self help groups for the economic empowerment of persons with mental health conditions.
7. That the SECOND PARTY will submit a quarterly report to the CMHO of Kolkata Municipal Corporation marking a copy to MMIC (Health), Commissioner of KMC, Executive Health Officer of the Borough and Medical Officer of the Urban Primary Health Centers (UPHC).
8. That the SECOND PARTY will arrange to send the Utilization Certificate, duly verified, at the end of the financial year to KMC for audit purpose.



REVIEW AND MONITORING STRUCTURE:

- I) A monthly joint review meeting would be held and the same would be attended by the Medical Officer, Psychiatrist, Case Manager, Social Workers, Counsellor, Rehabilitation Specialist and Health Workers.
- II) A ward mental health committee will be formed in all wards comprising of the Borough Chairperson, Elected public representative of ward (Ward Councilor), the Borough Executive Health Officer, Ward Medical Officer, 2

representatives from the community, 2 service receivers (revolving) and 2 representatives from Iswar Sankalpa. The local MLA will be a permanent Special invitee to the meetings of the Committee.

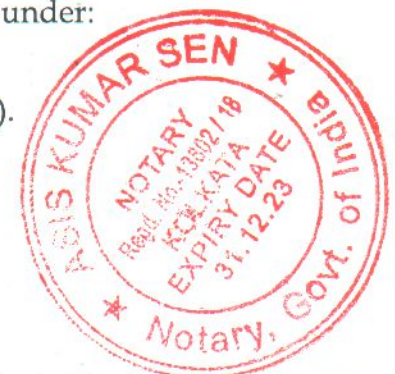
III) The Ward Mental Health Management Committee would meet at least once in every two months and will be responsible for guiding/monitoring the project as per guidelines issued by Kolkata Municipal corporation. It will address local issues and problems as are normally expected from such a Committee.

IV) A central steering committee chaired by the Member (Health) and the Municipal Commissioner along with suitable representation from all stake holders will be formed. This Central Steering Committee will meet at least once, every 6 (six) months. It will review the work done at the Urban Primary Health Centres (UPHC) in respect to the pilot project, suggest suitable improvements and midcourse corrections, and resolve the difficulties faced by field officers in implementation of the program.

V) The Kolkata Municipal Corporation would evaluate the success of the project in providing improved health services to the people. Evaluation will also facilitate identification of intervention areas for removal of difficulties. At the end of 3 (three) years, external evaluation will be done by an independent agency and the reports shared with all stakeholders. Iswar Sankalpa will also be responsible to undertake periodic internal and external evaluation at the end of the project period.

VI) The Urban Mental Health Project performance in the Kolkata Municipal Corporation shall be assessed and reviewed by a monitoring committee on a quarterly basis. The monitoring committee is composed under:

- a. Special Municipal Commissioner (General).
- b. Chief Municipal Health Officer.
- c. Chief Municipal Auditor.
- d. Representatives of Iswar Sankalpa.



VII) Moreover, the 1st. Party has every right to terminate the agreement at any moment of time if there is any violation of any clause entered by the 2nd. Party as mentioned in the Agreement without giving any notice.

VIII). That the decision of the 1st Party will be final and binding upon the 2nd

party in respect of termination in violation of the clauses as mentioned in this Memorandum of Understanding.

IX). That this Memorandum of Understanding can be renewed for a further period or periods on such terms and conditions that may be mutually agreed to by and between both the parties thereafter, subject to satisfactory performance by the 2nd Party (**Iswar Sankalpa**).

NOTICES / SPOC:

Any notice given by one party to the other pursuant to this agreement shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy of the post to the other party's address as below:-

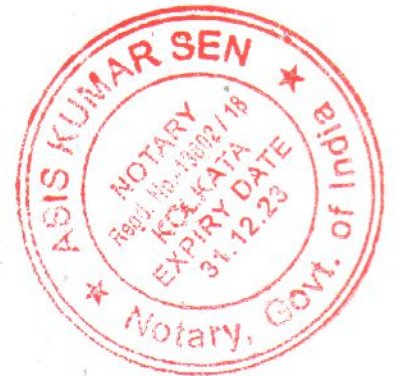
If to the 1st. Party (K.M.C.):-

The Chief Municipal Health Officer,
Health Department, The Kolkata Municipal Corporation,
5, S.N. Banerjee Road, Kolkata - 700013

AND

If to the 2nd. Party (ISKLP):-

Smt. Sarbani Das Roy
Secretary, Iswar Sankalpa
19/3, Pitambar Ghatak Lane, Kolkata, State: West Bengal, Pin - 700027.



A notice shall be effective when served or on the notice's effective date, whichever is later. Registered communication shall be deemed to have been served even if the same is returned with remarks like refused, left, premises locked, etc.

GOVERNMENT LAW JURISDICTION : That this Agreement shall be constructed and interpreted /governed by in accordance with laws of India and shall be subject to the exclusive jurisdiction of competent Courts of Kolkata. This Agreement has been executed in one original which shall be kept with the 1st. Party, i.e. the Kolkata Municipal Corporation and the other shall be kept with the 2nd. Party.

Annexure "A"

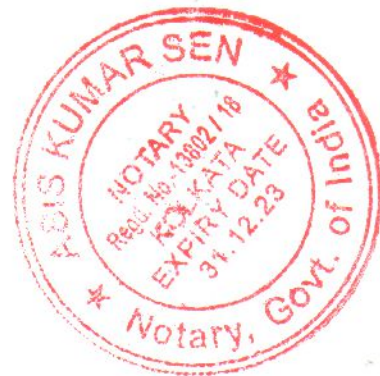
That this Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Kolkata only shall have jurisdiction over all matters arising out of or relating to this Agreement.

NOTE: - THE CONDITIONS MENTIONED ABOVE SHOULD BE FOLLOWED STRICTLY FAILING WHICH THE PERMISSION / LICENSE SHALL BE CANCELLED IMMEDIATELY.

Both the parties will fulfill their obligations for National and State Environmental Rules and Regulations respectively.

COST OF THE AGREEMENT / CONTRACT:-

The **SECOND PARTY** shall bear the stamp duty, legal cost / fees and other incidental charges in preparation and execution of this Agreement.



IN WITNESS THEREOF of above named parties have set and subscribed their hands and signatures hereunto to the day, month and year first above written.

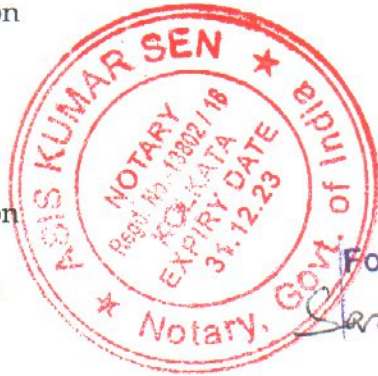
Signed, Sealed and Delivered by

THE KOLKATA MUNICIPAL CORPORATION:-

.....
Municipal Secretary
The Kolkata Municipal Corporation

The Kolkata Municipal Corporation
In the presence of:

Member (Health), BoA, KMC
The Kolkata Municipal Corporation
MEMBER
BOARD OF ADMINISTRATORS
THE KOLKATA MUNICIPAL CORPORATION



ISWAR SANKALPA:-

For ISWAR SANKALPA
Sarbani Das Roy
Secretary

.....
Smt. Sarbani Das Roy
Secretary, Iswar Sankalpa

Iswar Sankalpa
In the presence of:

Nabanita Mukherjee

Nabanita Mukherjee
Project Manager, Urban Mental Health Programme,
Iswar Sankalpa



.. T.I. (S) Signatures (S) of the
Executant attested by me on identification:

Asis Kumar Sen

ASIS KUMAR SEN
City Civil Court
Kolkata

Reg. No.-13802 / 18 Govt. of India



26 FEB 2021

Common Seal of
ISWAR SANKALPA

Common Seal of
THE KOLKATA MUNICIPAL CORPORATION
was hereunto affixed in the presence of :

Witnesses

(1) Chief Municipal Health Officer, KMC

(2) Dy. Chief Municipal Health Officer, KMC

D
26/2/21

Asis Kumar Sen
26/02/2021

Identified by me

Asis Kumar Sen

.....
Advocate