

**Grant Agreement
Between
India Development and Relief Fund, Inc. (IDRF)
And
Partnership for Transparency Fund, Inc.
And
Jananeethi**

**Quality Improvement of Public Health Services in Thrissur, Kerala
Community Participation for Increased Transparency**

1. Jananeethi has requested financial support from India Development and Relief Fund (IDRF), Partnership for Transparency Fund (PTF), as well as technical assistance from PTF, for a program that will build on the previous Health Transparency Initiative Project (HTI) that was a collaboration between Jananeethi and PTF. The new project will build on HTI to systematically address the corruption-induced shortcomings and replicate the positive outliers identified in Thrissur's public healthcare.

2. Jananeethi has submitted the attached Project Proposal of **July, 2018** which includes background information on Jananeethi, the previous HTI project, a plan for the new project, and a detailed breakdown of costs. The project term is three years, but the initial grant agreement is for one year with years 2 and 3 approved only in principle, subject to meeting agreed benchmarks.

3. On the basis of this information, IDRF and PTF have approved a one-year grant of \$30,000 in a three-year program, for the purposes spelled out in the attached documents. For the first year, IDRF has committed to provide \$20,500, PTF will provide \$7,500 and Jananeethi has committed to provide \$2,000. IDRF and PTF will exchange views on disbursement milestones and aim to make a joint decision on release of funds. The tranches will be disbursed as follows:

a) First tranche of \$14,500 (United States Dollars) to be disbursed upon signature of this Grant Agreement:

IDRF \$10,250.

PTF \$3,750.

b) Second tranche of \$10,250 (United States Dollars)

IDRF \$10,250

to be disbursed by IDRF and PTF, upon receipt in form and substance reasonably satisfactory to PTF, of (1) a statement of expenditure, certified by the Executive Director of

Jananeethi, showing the itemized use made of the first tranche funds, and (2) The Second Quarterly Progress Report on progress made in the implementation of the project.

c) Third tranche (final for the first year) of \$3,750 (United States Dollars)
PTF \$3,750

to be disbursed upon receipt from Jananeethi of a 10-month statement of project expenditures, certified by the Executive Director of Jananeethi, and a Comprehensive Report (see Annexure for details), comprising:

- i. Progress on Activities for year 1.
- ii. Results/Outcomes of the Activities.

Specifically, results on:

- Constitution of Working Committees in Hospital, PHC and CHC.
 - Checklist of KASH shortcomings and identification of staff responsible.
 - Baseline Survey of beneficiaries conducted and Analysis of the Survey.
 - Setting up of CSC and RTI Training.
 - Workshop on HMC members on Budget monitoring.
 - Constitution of the Health Watch and "Friends of Hospital" Outreach Conducted.
- iii. Capacity Building Assessment and Plans.
 - iv. Statements of project revenue, by source, and of project expenditure.
 - v. Updated cost estimates for years 2 and 3; updated proposed financing plan for years 2 and 3.

4. Within two months of the submission of the Comprehensive Report, IDRF and PTF will convey a decision to Jananeethi on providing funding for the years 2 and 3 of the project. A Financial Plan will be developed by the three parties to this Agreement.

At the end of 15 months (First Quarter of Year 2), Jananeethi will submit a full completion Report of Year 1, with the final statement of expenditure.

5. Jananeethi, on its part, commits to provide counterpart funding of \$2,000 (United States dollars) equivalent, in local currency.

- \$1,000 at start of the project.
- \$1,000 after the second quarterly report has been submitted.

6. The grants from IDRF and PTF will be made available to Jananeethi on the following conditions:

a) The grants will be used only for the purposes described in the attached Project Proposal. Any material changes in the use of project funds or project design shall be made only with the prior agreement of IDRF and PTF.

b) If IDRF and PTF find that the grants are not being used for the purposes of, or in the manner described in, the Project Proposal or the conditions have changed such that the project is not likely to achieve its objectives, IDRF and PTF have the right to cancel the remaining tranches of their grants. In case IDRF or PTF find that the grant funds were willfully misused by Jananeethi, IDRF and PTF reserve the right to require the full refund of their grants.

c) Any funds disbursed by IDRF and PTF remaining unused at the end of year 1 shall be returned by Jananeethi to IDRF and PTF, unless IDRF and PTF have approved a second year of the project and determine that the unused funds can be used for project work in year 2.

d) Jananeethi shall provide IDRF and PTF a copy of its Annual Report and audited financial statements for each year during the term of the grant hereunder, within 180 days of the end of its fiscal years. Such financial statements shall be accompanied by the auditor's certification, which shall be in form and substance reasonably satisfactory to IDRF and PTF. Such audited expenditures shall include in its notes or schedules a statement disclosing the IDRF and PTF grants and the expenditures made thereunder during the relevant period.

e) IDRF and PTF shall have the right, upon reasonable notice, to inspect (or to have their designated representatives inspect) the books and records of Jananeethi relating to the project and to the grant.

f) Jananeethi will provide brief quarterly reports for the first two quarters of year 1, on the implementation of the project accompanied by a statement of expenditure showing the use of IDRF and PTF funds.

g) Jananeethi will post this Grant Agreement, the Project Proposal, the year 1 report, and the statement of expenditures on the Jananeethi website, and IDRF and PTF shall have the right to post on their websites such documents and any other reports received from Jananeethi.

7. Jananeethi will be responsible for securing all necessary government approvals of the grant, if any, and any necessary government filings and will be responsible for paying any tax liability arising from the grant. Jananeethi will compensate IDRF and PTF in the event that IDRF or PTF suffers any liability or expense as a result of Jananeethi's failure to obtain any such required approvals or to pay any such tax liability.

8. This Grant Agreement will become legally binding and effective when signed on behalf of IDRF, PTF and Jananeethi and a copy of the signed Agreement is received as a .pdf email attachment addressed to Dr. Vinod Prakash, President/CEO, IDRF at vinod@idrf.org and to Roger Sullivan, Secretary, PTF at rsullivan@ptfund.org and Sunil Kumar, Executive Director of Jananeethi at sunilkumar@jananeethi.org. For all purposes, the Grant Agreement shall be evidenced by .pdf copies of counterparts signed by IDRF, PTF, and, Jananeethi and such counterparts shall be deemed to constitute one and the same instrument. Requests for subsequent tranche releases may be sent by email to IDRF at vinod@idrf.org and to PTF at atisandilya@ptfund.org.

9. PTF will provide technical supervision and support, assisted by PTF India. The responsible PTF Project Advisor in respect of this project is Indira Sandilya isandilya@ptfund.org or such other Project Advisor as PTF may subsequently notify to Jananeethi. Such project advisor shall be Jananeethi's principal point of contact in respect of the project. PTF will share Jananeethi's reports and PTF's supervision notes with IDRF.

10. The responsible Jananeethi project director in respect of this project is Sunil Kumar at sunilkumar@Jananeethi.org. Such project director shall be PTF's and IDRF's principal point of contact in respect of the project.

11. Each of IDRF and PTF and Jananeethi represents and warrants, for the benefit of the other parties that:

- a) It is a legal entity recognized under the laws of the jurisdiction of its formation or in which its principal activities are conducted; and
- b) This Grant Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

In addition, Jananeethi represents and warrants, for the benefit of IDRF and PTF, that (1) the information set forth in the Project Proposal does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, and (2) the making of grants by IDRF and PTF shall not subject IDRF or PTF to any tax or require any government approval in which Jananeethi is organized and operates. Any party can withdraw from the Grant Agreement by giving notice of 90 days to the other parties.

12. This Grant Agreement shall be governed by the laws of the State of Maryland in the United States of America, the jurisdiction in which IDRF is incorporated. In the event of any dispute between the parties in respect of the Grant Agreement, the parties shall act in good faith to resolve such dispute through discussions and negotiation, and they may seek the

assistance of a third-party mediator to assist them in the resolution of such dispute. In the absence of a mutually acceptable resolution, such dispute shall be resolved by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. Any such arbitration shall be conducted in the English language before an impartial sitting arbitrator sitting in Washington, D.C., appointed by the American Arbitration Association as appointing authority.

Dated: For the India Development and Relief Fund, Inc. (IDRF)



Dr. Vinod Prakash
President/Chief Executive Officer

Dated: For the Partnership for Transparency Fund, Inc (PTF)



Richard Stern
President

Dated: August 3, 2018

For Jananeethi People's Initiative for Human Rights



P. Sunilkumar
Executive Director

Address for Notices:

Jananeethi
Attention: Adv. George Pulikuthiyil
P.O. Box No.8, Mannuthy P.O.
Thottappady, Thrissur – 680651
Kerala, India
pulikuthiyil@gmail.com

1. **ANNEXURE:** Details for the Comprehensive Report

ANNEXURE – Details for the Comprehensive Report

1) Year 1 activities: A chart showing activities planned in the final proposal and columns showing summary status of each: completed, under way, revised or dropped, with reasons for revised or dropped activities; break down by component. Could be an annex, with a few paras of main text.

2) Results thus far: what have been the principal achievements, results or outcomes of the activities undertaken thus far, as assessed by Jananeethi management and Board, with any available third-party evidence (media, letters, etc.); focus on limited number of main accomplishments without description of activities.

Specifically, results on:

- Constitution of Working Committees in Hospital, PHC and CHC
- Checklist of KASH shortcomings and identification of staff responsible.
- Baseline Survey of beneficiaries conducted and Analysis of the Survey.
- Setting up of CSC and RTI Training.
- Workshop on HMC members on Budget monitoring.
- Constitution of the Health Watch and “Friends of Hospital” Outreach Conducted.

Give particular attention to Health Mgt. Committees and Health Watch, including constructive engagement with public authorities, if any.

Description of any changes in the external environment of the project in Kerala and/or India as a whole, which had an impact on achievement of results in year 1 and may have such impact in years 2 and 3. Same for changes within Jananeethi.

3) Capacity building: Highlights of capacity building assessment and plans for what Jananeethi accepts from the assessment and its plans, if any, to build on the assessment; links of this assessment to year 2 and 3 financing plan.

4) Statements of project revenue, by source; and of project expenditure, to date; comparison of estimated and actual expenditure

5) Updated cost estimates for years 2 and 3; updated proposed financing plan for years 2 and 3. Cost data to follow PTF guidelines.

Executive summary, of maximum 2 pages, highlighting changes and unexpected results, compared to plans and key results expected from years 2 and 3.