

**Draft Memorandum of Understanding (MoU)**  
**( for SUH component of NULM )**

This MoU is entered on this ----- th day ----- (month) ----- (year) between -----  
(Name of the organisation/agency) having its registered office at -----  
represented by ----- (name & designation of the official)

And

----- (Name of the Municipal Corporation/Municipality) with its office at -----  
represented by ----- (Name & designation of the official)

**1. BACKGROUND & INTENT:**

The purpose of this MoU is to engage a registered organisation/agency to maintain, supervise and manage the building situated at ----- that has been constructed with the sole objective of providing permanent all-weather community shelter to the urban homeless persons and providing them with elementary supportive services such as health, education, food, water and sanitation etc. as enshrined in the NULM guidelines.

‘Shelter for Urban Homeless (SUH)’ being one of the six major components of NULM has the following objectives:

- i. Ensure availability and access to permanent shelters including basic infrastructure facilities like water supply, sanitation, safety and security for the urban homeless population;
- ii. Cater to the needs of especially vulnerable segments of the urban homeless population like dependent children, aged, disabled, mentally ill and gravely ill persons by creating special sections within homeless shelters and providing special service linkages for them;
- iii. Provide access to various entitlements viz. social security, pensions, PDS, ICDS, identity, financial inclusion, education, affordable housing etc. to the homeless population;
- iv. Formulate structures and framework of engagement for development, management and monitoring of shelters and ensuring basic services to homeless persons by state and civil society organisations including homeless collectives.

## **2. NORMS AND TYPES OF SHELTERS:**

The shelter will be a permanent all-weather community shelter for the urban homeless. Each shelter shall cater to 50 - 100 persons.

Depending on the local particularities, size of the city, need and availability, the Municipal Corporation / Municipality may set up the shelter as an integrated unit catering to men, women and family with appropriate spaces demarcated for each of the categories. It shall be the sole prerogative of ----- Municipal Corporation / Municipality to decide on allocation of space for the prospective residents.

## **3. SCOPE OF WORK:**

----- (Name of the organisation/Agency) shall carry out proper operation and maintenance of the shelter created for the urban homeless situated at ----- which will be permanent in nature, running through out the year and open round the clock.

### **A. OBLIGATIONS OF THE PARTIES:**

----- (Name of the organisation / Agency) shall provide the following facilities / amenities at the shelter to ensure a dignified living to its residents.

- a) Clean rooms.
- b) Water arrangements (Potable drinking water and other needs) and sanitation.
- c) Adequate bathing & toilet facilities.
- d) Standard lighting for shelter.
- e) Adequate fire protection measures as per the norms.
- f) First aid kit.
- g) Pest and vector (mosquito) control
- h) Regular cleaning of blankets, mattresses and sheets, and maintenance of other services.
- i) Common kitchen / cooking space, necessary utensils for cooking and serving, cooking gas connections etc. if warranted
- j) Child care facilities for children by linking the shelter to the nearest Anganwadi Centers
- k) Fire safety measures
- l) Facilitation for convergence with other services/entitlements.

Adequate arrangements for cleanliness of the premises, rooms, toilets , bathrooms etc must be made by the Agency/Organisation.

## **B. LINKAGES WITH ENTITLEMENTS:**

The shelter will be a space for convergence and provisions of various entitlements of social security, food, education and health care systems. ----- (name of the Agency) shall strive to bring all homeless persons into the fold of various schemes and government programmes on a priority basis. An indicative list of desirable benefits & facilities that will need to be provided by ----- (name of the Agency) is provided below:

- i. Identity Proof & Postal Address, Elector's Photo Identity Card (EPIC), etc.
- ii. Old age, widow and disability pensions
- iii. BPL cards, PDS ration cards, etc.
- iv. Bank or post office accounts
- v. ICDS services
- vi. Admission to government schools
- vii. Rashtriya Swasthya Bima Yojana / Jibon Suraksha Yojana etc.
- viii. Admissions to public hospitals for health care & Linkage to Rajiv Awas Yojana
- ix. Free Legal aid

## **C. DEPLOYMENT OF MANPOWER:**

It shall be the responsibility of ----- (Name of organisation /Agency) to look after daily management, upkeep, cleanliness and discipline at the shelter for which a minimum workforce consisting of the following personnel shall be engaged by it.

- (i) Managers ( Not to exceed two)
- (ii) 2 Caregivers (out of which there shall be minimum one woman caregiver in shelters with women residents)
- (iii) One security personnel

## **D. MAINTENANCE OF BOOKS & RECORDS:**

The following registers shall be regularly maintained by ----- (Name of the organisation /Agency etc.) for the designated Shelter.

- i. Shelter Asset Inventory Book
- ii. Accounts Register / Cash Book to monitor day to day expenditure & receipts
- iii. Attendance Register of the inmates
- iv. Shelter Management Committee Meeting Register
- v. Personnel Register with Salary Payment Details
- vi. House Keeping & Maintenance Register
- vii. Complaints and Suggestion Register

#### E. SUBMISSION OF WORK PLAN:

The organisation/agency shall prepare and submit a detailed work plan to the City Mission Management Unit Corporation / Municipality before starting their activities. -----  
(organisation /Agency) shall commence work only after obtaining necessary approval from concerned Municipal Corporation / Municipality in respect of work plan submitted.

F. ----- (Municipal Corporation / Municipality) shall hand over the building intended to be used as Shelter for the Homeless (SUH) to -----  
(organisation /Agency) after fully completing it as per the sanctioned project plan. -----  
----- (Organisation /Agency) shall hold usufructuary rights to the building and shall have authority to undertake entire gamut of SUH activities proposed by it in the work plan approved by ----- (Municipal Corporation / Municipality)

#### 4. COMPENSATION:

For Operation & Maintenance of the shelter catering to ----- urban homeless an amount of Rs. --  
----- per annum shall be provided. The following expenditure heads are permissible under the O&M cost for the shelter.

SI no.	Expenditure Heads	Details
1	Annual Maintenance cost/ shelter	Includes expenditure for electricity and other misc. expenses
2	Annual Servicing Cost	Includes cost of upkeep, maintenance, replenishment of bedding and kitchen equipment etc.
3	Annual Cost of providing free food	Restricted to 10% of inmates who are old / infirm & cannot pay
4	Staff Salary	Includes 3 caregivers in 8 hour shifts; one full-time manager & one sweeper/ sweepress

#### A. Terms of Payment shall be as under.

- i. Payment shall be made on a monthly basis based on average number of residents;
- ii. ULB/CMMU will release Rs.50000/- soon after the shelter becomes operational. Subsequent payments shall be released subject to satisfactory performance report submitted by Shelter

Management Committee (SMC) on the work in progress and statement of expenditure submitted by the organisation/Agency duly certified by SMC.

#### **5. PERFORMANCE GUARANTEE: Rs.25000/-**

#### **6. USER FEES:**

User fees, subject to prior approval of the proposal by City Level Executive Committee, may be levied by organization/agency for improving quality of services at the centre & bettering participation by the residents in operation of the shelter. In such an event, however, the range of services shall need to be modestly priced. The following considerations shall need to be factored in while determining the norms and application of user fees.

- i. Nominal charges could be collected depending on the income levels of the urban homeless at rates ranging from 1/10 to 1/20 of their income. For those with no payment capacities, total exemption should be granted;
- ii. Meals provided at the shelter must be fully subsidized for old, infirm, disabled women and men and all children. For other shelter residents, meals may be provided at subsidized costs as decided by the State/ULB;
- iii. All residents will be encouraged to offer voluntary services for maintenance of the shelter including mess facilities, cleanliness, etc. on rotation basis (e.g. half day service per person / week).

#### **7. MONITORING AND EVALUATION:**

The Executive Committee (EC) at the Municipal Corporation / Municipalities formed under NULM will review and supervise overall functioning of the shelter in participation with community representatives, civil society organizations, line departments and elected representatives etc.

Shelter Management Committee (SMC), constituted at each Municipal Corporation / Municipality shall supervise the day-to-day functioning of the Shelter. SMC will comprise of CIC (NULM)/Councillor looking after NULM, Assistant Engineer, Manager (Social Infrastructure) / Manager (SMID) of CMMU, a Community Organiser, full time manager looking after the shelter and few nominated residents of the shelter.

SMC shall frame Code of Conduct for both staff and inmates besides clearly laying down responsibilities for the shelter inmates which after being approved by the Executive Committee (EC) shall be implemented meticulously and be binding for all.

**8. VALIDITY PERIOD:**

This MoU shall remain valid and binding to both the parties from date of taking over of the shelter at \_\_\_\_\_ to be maintained by -----(Name of the organisation/agency) from ..... to -----201 for a period of two years initially subject to satisfactory performance. The validity period can be further extended on mutually agreed period by the concerned parties.

**9. FORCE MAJEURE:**

The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any loss or damage whatsoever arising out of failure to carry out terms of the Agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock out, forces of nature, accident, act of god, act of govt. and any other reason beyond the control of concerned party.

**10. LIABILITIES:**

----- (Name of the organisation/agency) and the -----Municipality are entering this Agreement in good faith and intentions. Neither party will be responsible for any liabilities arising out of death, injury or any legal action in respect of residents or any other person associated with operation/ execution of this Agreement.

**11. RELATIONSHIP:**

This understanding does not constitute either party an agent, legal representative or the partner/ joint venture of other party for any purpose whatsoever and save as expressly provided herein or otherwise agreed in writing, neither party is in any way authorised to make any contract,

understanding, warrantee or representation on behalf of the other and each party undertakes not to do so.

**12. SETTLEMENT OF DISPUTES:**

If any dispute (s) or difference (s) arises out of or in relation to this MOU, it shall in the first instance be settled amicably between the parties at the operating level. In case any dispute is not settled amicably, it shall be referred to The Mission Director, WBSULM. If no settlement is arrived at, the matter will be referred for conciliation under provisions of Arbitration & Conciliation Act, 1996.

In witness whereof the undersigned being duly authorised thereto, have on behalf of the parties hereto signed this agreement at the place and on the day below written.

For ----- (Name of the agency)	For ..... Municipality
Signature :	Signature :
Name :	Name :
Title :	Title :
Place :	Place :
Date :	Date :
Witness :	Witness :

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