

## **TPFLR, Tamilnadu**

MSSW signed an MOU with TPFLR in 2020, for a period of 5 years and here we are to work closely with the tribal people across Tamilnadu, train them in agriculture, improve their yield scientifically and add value to their produce, brand them and sell them in the market with a better margin that not only gives them a good livelihood but would also make their life secured. In this direction we received the help of few professors from Agricultural College (TNAU) who taught the tribal people from Kollihills, Jamnamathur etc. the technical stuff to get good yield, we from our MASE Department taught them the basics of Marketing including the concepts of building a brand with their community and the methods of promoting the brand through various sources. We continue this presently too and recently too one of our trained tribal person was able to garner CSR fund allocation from another reputed funding agency to boost their tribal product marketing.



## PARTNER AGREEMENT

between

**HEKS/EPER**

Hilfswerk der Evangelischen Kirchen Schweiz

Seminarstrasse 28

P.O. Box

CH-8042 Zurich / Switzerland

(hereinafter "**HEKS/EPER**")

and

**Madras School of Social Work (MSSW)**

32 CASA Major Road

Sulaiman Zackria Avenue

Egmore

Chennai 600 006

(hereinafter "**Partner Organisation**")

concerning the execution of the Project entitled "Improved livelihood for 15,000 Adivasi families in 16 hills/forest areas of Tamil Nadu" with the number 630.365.

(hereinafter the "**Project**")

**Number of Agreement:** IND-630365.003

The overall objective of the Project is to contribute to improved quality of life for 22,000 Adivasi families in Tamil Nadu through land mobilisation and sustainable livelihood. In this regard, the objectives are

- 1) to build a strong organisation of the tribal people from the village level to the State level
- 2) to improve the income of the Adivasi through collective and direct marketing of their products
- 3) to orient the Adivasi on disaster risk reduction and the ways to cope with disasters when they happen

The Partner Organization MSSW leads the implementation of

- 2) to improve the income of the Adivasi through collective and direct marketing of their products

The specific contributions of the Partner Organization MSSW are outlined in Sub-Annex B.

## CONDITIONS

Maximal Amount funded by HEKS/EPER

Rs.345,000

Maximal amount contributed by the Partner Organisation:

**Rs.345,000- in form of services**



Duration: **Starting from 01-09-2020 to 31-12-2020**. The agreement is considered fulfilled and terminated when the final reports are submitted to HEKS/EPER

Initial Instalment: Payments for trainings will be made by HOI  
Institutional costs will be paid to the partner organization by end of November / 1<sup>st</sup> week of December

Reporting Deadlines: The Partner Organisation shall provide HEKS/EPER with the reports set out in General Terms and Conditions (GTC) of HEKS/EPER for Partner Agreements.

	2021
<b>Financial reports</b>	15.01.2021
<b>Programme/narrative reports</b>	15.01.2021

Date and place: Chennai, 01-09-2020

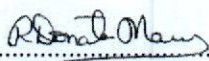
Date and place: Chennai, 01-09-2020

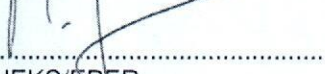
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MSSW  
PRINCIPAL  
Dr. S. Raja Samuel

.....  
MSSW  
Assistant Professor  
Mr M Antony Stephen

Date and place: Chennai, 01-09.2020

Date and place: Zurich, 01-09-2020

  
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HEKS/EPER  
Country Director of India  
Donata Mary Rodrigues

  
.....  
HEKS/EPER  
Head of Department Asia & Europe  
Marc Zoss

All annexes listed below form an integral part of this agreement. Additional Annexes may be added to this agreement if mutually agreed between the parties.

**Annex A:** General Terms and Conditions (GTC) of HEKS/EPER for Partner Agreements.  
**Annex B:** MoU (pdf)  
**Annex C:** Project budget (pdf)  
**Annex D:** Bank details (pdf)

# **General Terms and Conditions (GTC) of HEKS/EPER for Partner Agreements**

(Version June 2020)

(Annex A)



## **ART. 1 PREAMBLE**

HEKS was founded in 1946 by the Federation of Swiss Protestant Churches (FSPC). As the aid organization of the Swiss Protestant Churches, the dignity of every human being is central to the commitment of HEKS/EPER, in accordance with gospel of Christian love. This respect for human dignity also finds expression in the universal human rights. All human beings should be able to lead a life in dignity and in social, economic and political security.

The Partner Organisation and HEKS/EPER commit to execute the Project diligently, faithfully, and competently. HEKS/EPER and the Partner Organisation mutually undertake to make every effort and to take all the measures necessary to assure the success of the Project. They commit themselves to a constructive and respectful partnership based on mutual transparency and open communication.

## **ART. 2 PARTNER ORGANISATION**

A Partner Organisation can be one or several natural or legal entities under Swiss or foreign law.

If HEKS/EPER concludes the agreement with several persons/organisations, these collectively constitute a consortium. In written form, the consortium designates the person who represents the consortium vis-à-vis HEKS/EPER. The written appointment of the representative has to be signed by the legal representatives of the involved organizations and must specify the rights of representation vis-à-vis HEKS. The representative is expressly authorised to agree agreement amendments with HEKS/EPER. The consortium members (individual persons/organisation(s)) shall be jointly liable.

## **ART. 3 CONTRIBUTIONS BY HEKS/EPER**

HEKS/EPER supports the Project in accordance with the objectives described in the Project description (Annex 2) ("Project") which forms an integral part of this agreement.

HEKS/EPER supports the Project with a maximum amount as specified in the agreement and in the budget for the Project period also set out in the agreement.

The HEKS/EPER contribution is based on the activities performed by the Partner Organisation and costs incurred during the Project and cannot be considered as a flat rate. The contributions for every year of the Project period are subject to the Project cash flow forecast in accordance with the agreement.

## **ART. 4 CONTRIBUTIONS BY THE PARTNER ORGANISATION**

The Partner Organisation is responsible for the Project implementation and the local monitoring subject to the Project description (Annex B).

If, for any reason, the Partner Organisation wishes to change the objectives, goals or outputs of the Project, the written consent of HEKS/EPER must be obtained in advance.

The Partner Organisation might support the Project with a maximum amount as specified in the agreement (clause 1) and in the budget for the Project period set out in the agreement (clause 2).

## **ART. 5 CONTRACTUAL OBLIGATIONS OF HEKS/EPER AND THE PARTNER ORGANISATION**

The Partner Organisation undertakes to perform the agreement professionally and with due care, while safeguarding the interests of HEKS/EPER. The Partner Organisation undertakes to follow the instructions issued by HEKS/EPER.





**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**HEKS/EPER (Swiss Church Aid)**  
along with its partner organization

**Tribal People's Fellowship for Livelihood Resources (TPFLR)**

**AND**

**MADRAS SCHOOL OF SOCIAL WORK (MSSW)**

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into by Hilfswerk der Evangelischen Kirchen Schweiz (hereinafter referred to as "HEKS"), with its headquarters in Zürich, Switzerland, along with its partner organization **Tribal People's Fellowship for Livelihood Resources (hereinafter referred to as 'TPFLR')** of the one part and

**MADRAS SCHOOL OF SOCIAL WORK (hereinafter referred to as "MSSW")** with its headquarters in Chennai of the other part,

*NOW, THEREFORE*, the Parties have agreed as follows:

*WHEREAS:*

- 1) HEKS is the aid organisation of the Protestant Churches of Switzerland, organized as a Trust since 2004, providing development and emergency aid, and fighting the causes of hunger, injustice and social deprivation. It has been working in India since 1958 and has been supporting land based livelihood rights of the tribal community in South India in the past two decades.
- 2) TPFLR is a registered society promoted by the partner organization of HEKS and is working for the livelihood rights with special focus on land rights in tribal areas in Tamil Nadu. Since 2008, with the technical and financial support of HEKS, it has been working for land rights of the tribal community under the Forest Rights Act 2006. It has played an important role in implementing this Act in Tamil Nadu. The representatives of the tribal community are on the Board of TPFLR and will play an active role in the collaboration.
- 3) MSSW was established in 1952 as the second institute of Social Work in the Country (An Autonomous Institution affiliated to the University of Madras) Accredited by NAAC with "A" Grade. It has various departments imparting education in Social Work, Management and Social Entrepreneurship.





- 4) The Parties share similar values and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts in terms of tribal livelihood issues.

*NOW, THEREFORE*, the Parties have agreed as follows:

### **Article 1**

#### **Scope and Objectives**

- 1.1. The purpose of this MoU is to create a framework within which the Parties will, on the basis of reciprocity, develop cooperation in the fields related to their mandates.
- 1.2. With due regard to their respective competencies, institutional settings and operational frameworks, the Parties shall inform and consult with each other, as appropriate, on issues of mutual interest, in particular on enhancing business skills and access of market for the tribal products including value additions and business management, in which cooperation may foster the purposes of the Parties.
- 1.3. Where issues of mutual interest are identified and the Parties consider that they may profit from cooperation and resulting synergies, the Parties shall define an appropriate structure for the planning, execution and monitoring of their cooperation, as well as for the dissemination of results. Such technical working arrangements shall take the form of additional written agreements and be included in the Annexes to this MoU.
- 1.4. This MoU is not intended to create any legally binding rights and obligations for either Party. Any such rights and obligations shall be stipulated only through the additional written agreements referred to in paragraph 1.3 above.

### **Article 2**

#### **Areas of mutual interest and co-operation**

- 2.1 Areas of mutual interest and co-operation include but are not limited to:
  - 2.1.1. Regular marketing support to the identified products
  - 2.1.2 Value addition related training with the help of TPFLR and lead NGOs (SIVA, ARISE, ACT)





- 2.1.3. Buyer and seller directory and its updating which is enabled with E- Commerce platform
  - 2.1.4. Linkage with Govt. departments such as NABARD, TNSRLM (Tamil Nadu State Rural Livelihood Mission), TNRTP (Tamil Nadu Rural Transformation Project), MSME, Tribal Welfare Department, Forest Department etc.
  - 2.1.5. Capacitating VDC leaders in the areas of marketing, management, leadership and legal aspects pertaining to Tribal development etc. (Training need analysis of VDCs)
  - 2.1.6. Education opportunities for Tribal children who would like to pursue higher studies in MSSW
  - 2.1.7. Arranging internship opportunities for the students of MSSW and others in tribal areas.
  - 2.1.8. Lobbying and advocacy for policies related to Tribal issues and its related consultation.
- 2.2. MSSW will provide the following infrastructure/ support for the collaboration from September 2020 onwards:-
- 2.2.1. Two faculty members and a few consultants will be involved in the collaboration.
  - 2.2.2. Work station (computer, table, Hall, discussion room) for TPFLR in MSSW. The interns working with TPFLR will do their desk work in the workstation. TPFLR convenors will also use the office space when they come to Chennai to carry out TPFLR activities.
  - 2.2.3. Fund raising efforts for TPFLR and the three lead NGOs.
  - 2.2.4. Periodic conference and success stories sharing sessions.
  - 2.2.5. 50% scholarship for the Tribal students who wish to pursue Social Entrepreneurship course in MSSW.

### **Article 3**

#### **Forms of Cooperation**

- 3.1 Forms of cooperation between the Parties on areas of mutual interest as described in Article 2 include but are not limited to:
- sharing of knowledge, information, best practices and techniques related to the aim of this MoU;
  - development of joint programmes, projects and approaches, drawing from the key strengths of each Party. The Parties will encourage their respective staff in the HQ office and field units to establish joint strategies, conceiving and adopting projects and actions of common interest, supporting and implementing such programmes and projects, and establishing a strategy for the mobilization of funds;





- development of venues for interaction with various stakeholders at the national, regional and international level, including but not limited to regular institutional meetings for the purpose of better coordinating the action, monitoring cooperation and evaluating performance;

#### **Article 4**

##### **Implementation**

4.1 The detailed plan of activities for a period of 4 months and subsequent years is outlined in the Action Plan cum budget enclosed as Annex 1 to this MoU. The Action Plan will be jointly reviewed in June and December every year and the plan for the next 6 months will be worked out after mutual consent based on meetings between the Parties.

4.2 Implementation of any subsequent projects and programmes pursuant to this MoU, including the financial arrangements, shall require the execution of appropriate separate written agreements between the Parties, referred to in Article 1 paragraph 1.3. The terms of such agreements shall be subject to the provisions of this MoU.

4.3 Representatives for each Institution shall be nominated as Nodal Officer for facilitating the implementation of various proposed activities. Until December 2020, MSSW will be coordinating through HEKS and from January 2021 directly with TPFLR for all the proposed activities agreed up on in the Annexure.

#### **Article 5**

##### **Confidentiality**

Neither HEKS nor TPFLR nor MSSW nor their personnel shall communicate to any other person or entity any confidential information made known to it by the other Party in the course of the implementation of this MoU, nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this MoU.

#### **Article 6**

##### **Use of name, emblem and logo**

The parties shall not use the name, emblem, logo or any insignia of the other Party, without the prior written approval of the other Party in each case.





## **Article 7 Responsibility**

Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MoU. The obligations under this Article do not lapse upon expiration or termination of this MoU.

## **Article 8 Dispute Settlement**

8.1 Any dispute between the Parties concerning the interpretation and the execution of this MoU, or any document or arrangement relating thereto, shall be settled amicably by negotiations between the Parties. If the dispute is not settled by negotiation between the Parties, it shall, at the request of either Party, be submitted to one conciliator. Should the Parties fail to reach agreement on the name of a sole conciliator, each Party shall appoint one conciliator.

8.2 The Parties may request conciliation during the execution of the MoU and anyway not later than twelve months after the expiry or the termination of the MoU. The Parties may request arbitration not later than ninety days after the termination of the conciliation proceedings.

8.3 Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

## **Article 9 Term, Amendment and Termination**

9.1 This MoU shall remain in force for **the period of 5 years from the date** of its entry into force. The Parties may agree to renew this MoU by their written agreement.

9.2 This MoU may be amended at any time by written mutual consent of HEKS/TPFLR and MSSW at the request of either Party. Such amendments shall enter into force one month following notifications of consent by both Parties to the requested amendments or on a date otherwise agreed in writing by the Parties.

9.3 This MoU may be terminated by either Party upon provision of two (2) months' written notice of termination to the other Party.

9.4 In the event of termination, the Parties will agree on the measures required for the orderly conclusion of ongoing activities. Upon termination of this MoU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MoU shall cease to be effective.





## **Article 10 Miscellaneous**

This MOU and any related agreements and project documents comprise the complete understanding of the Parties in respect of the subject matter in this MoU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MoU shall not constitute a waiver of that or any other provision of this MoU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

## **Article 11 Language Clause**

This MoU has been drawn up in English and Tamil, in two originals. In case of discrepancy, the English version shall prevail.

## **Article 12 Annexes and Entry into Force**

12.1 Any Annex to this MoU shall be considered as an integral part of this MoU. References to this MoU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MoU.

12.2 This MOU shall enter into force and effect on the date (1st September, 2020) in which it is duly signed by both Parties.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties affix their signatures below.

Done at Chennai on 1st September, 2020





MSSW

Authorized representative & email  
Position

Signature M. Anz  
Prof.M.Antony Stehen  
E.Mail : stephen@mssw.in

TPFLR

Authorized representative & email  
PRESIDENT S. Saravanan

Signature: S. Saravanan

HEKS/EPER

Donata Mary Rodrigues  
([donata.mary@heks-eper.org](mailto:donata.mary@heks-eper.org))

Country Director

Signature: Donata Mary

MSSW

Authorised representative & email  
Position

Signature Dr. S. Raja Samuel  
Dr. S. RAJA SAMUEL, Principal  
Email: principal@mssw.in

TPFLR

Authorized representative & email  
SECRETARY: Subramania Siva

Signature: Subramania Siva

HEKS/EPER

Authorised representative & email  
Marc Zoss, [marc.zoss@heks.ch](mailto:marc.zoss@heks.ch)  
Head of Department Asia & Europe  
Position

Signature M. Zoss  
24.09.2020



### Budget for the period from September 2020 to December 2020 (Annexure-1)

Core Activities	Specific activities	TPFLR /HEKS contribution	MSSW contribution
Create a directory of commodity buyers/ traders	LS	20,000	10,000 (Survey, web browsing and Design commodity APP to connect buyer and trader)
Present social enterprise business plans to investors, financial institutions, carry out pilot trails for e-commerce	Organising meeting with key institutions	25,000	20,000 (Preparing business plans, enabling facilities in board room in MSSW for meetings of TPFLR leaders, MSSW officials with investors)
Capacity building of TPFLR leaders on organisation management, finance management and accounting process (Food -Rs.200 x 50= Rs.10000; Hall and PA: Rs.5,000; Travel to participants - Rs.10000; Resource persons(4) fee and travel-20,000; Documentation-5000) x 2 training =Rs. 1,00,000	2 training	50,000	50,000 (Resource persons (4) fee and travel, module preparation and documentation)
Value addition training to the selected products and marketing training to the tribal youth. (Food -Rs.200 x 50= Rs.10000; Hall and PA: Rs.5,000; Travel to participants - Rs.10000; Resource persons(4) fee and travel-20,000; Documentation-5000) x 2 training =Rs. 1,00,000	2 training	50,000	50,000 (Resource persons (4) fee and travel, module preparation and documentation)
Training to Women JLG groups – access to financial inclusion (Food -Rs.200 x 50= Rs.10000; Hall and PA: Rs.5,000; Travel to participants - Rs.10000; Resource persons(4) fee and travel-20,000; Documentation-5000) x 2 training =Rs. 1,00,000	2 training	50,000	50,000 (Resource persons (4) fee and travel, module preparation and documentation)





Training the landless farm workers on cleaning, grading and packing of products available in their villages (Food -Rs.200 x 50= Rs.10000; Hall and PA: Rs.5,000; Travel to participants - Rs.10000; Resource persons(4) fee and travel-20,000; Documentation-5000) x 2 training =Rs. 1,00,000	2 training	50,000	50,000 (Resource persons (4) fee and travel, module preparation and documentation)
Training to create awareness to TPFLR leaders on sustainable management and conservation of water (Food - Rs.200 x 50= Rs.10000; Hall and PA: Rs.5,000; Travel to participants - Rs.10000; Resource persons(4) fee and travel-20,000; Documentation-5000) x 2 training =Rs. 1,00,000	2 training	50,000	50,000 (Resource persons (4) fee and travel, module preparation and documentation)
Developing 5 year Perspective plan between MSSW and TPFLR	LS	-----	50,000 (Provide hall, facilitate the discussion, mentor support).
Institutional cost – MSSW (To provide Institutional facility)	LS	50,000	Mandatory collaboration charges to the institution
Communication, Documentation	LS for 6 months	-----	15,000 (Give office space, computers).
Total		3,45,000	Services worth Rs.3,45,000





The following activities are planned after Dec. 2020 (which will be given a final shape during the perspective planning exercise between TPFLR, lead NGOs and MSSW in 2020, after the normalisation of situation).

Sl. No.	Activities planned	TPFLR role	MSSW role
1	Regular marketing support to the products identified for marketing	Give advance info on products available, quantity and location and arrange to mobilise the products	Use the directory of byers already prepared and establish market linkages to effect the sale
2	Continue value addition related training and pave way for retail marketing	Mobilise suitable trainees, follow up their value addition work and arrange items for retail marketing	Arrange training and do plans for retail marketing of products with the help of lead NGOs of TPFLR
3	Updating buyer-seller directory and enabling e-commerce platform	Providing the necessary data required for this from the field	Updating the directory and linking with e-commerce platform
4	Establishing links with Govt. agencies	Work to improve the links created at the district also and get maximum benefit out of such links to the tribal people	Creating links between TPFLR and NABARD, TNSRLM (Tamil Nadu State Rural livelihood mission), TNRTP (Tamil Nadu Rural Transformation Project), MSME, Tribal Welfare department, Forest Department)
5	Capacitating VDC leaders in the areas of marketing, management, leadership and legal aspects pertaining to Tribal development etc.	Assisting MSSW in making the training need analysis and in conducting the training	Doing training need analysis and conducting the training
6	Creating higher education opportunities to tribal children	Recommending suitable tribal students for such higher studies	Providing such opportunities in MSSW
7	Arranging internship opportunities for the students of MSSW and others	Facilitating the visit and work of interns in the working area	Coordinating the arrangement of internship and making them work for the welfare of tribes
8	Arranging consultations on policy and advocacy related to tribal issues	Sending tribal leaders for such consultations and supporting lobbying steps	Coordinating the consultation arrangements and pursuing with advocacy and lobbying

The budget requirements for these activities and the share of TPFLR/MSSW in that will also be finalised every year, by holding advance planning exercise in the last month of the previous year. This fund requirement will be met from the fund proposals for TPFLR to be initiated by MSSW.





**MSSW will provide the following infrastructure/ support for the collaboration from September 2020 onwards:-**

1. Two faculty members and a few consultants will be involved in the collaboration process.
2. One work station with computer, table, and hall / discussion room will be available for TPFLR in MSSW, where the interns allotted for this work will do their desk work. TPFLR convenors could also use the office space whenever they come to Chennai to carry out TPFLR activities.
3. Proposal development will be done by MSSW for TPFLR and the lead NGOs for their sustenance.
4. Periodic sessions will be held for sharing success stories.
5. Scholarship opportunities will be available for the tribal students who wish to pursue Social Entrepreneurship course in MSSW.

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## ANNEX D – BANK DETAILS

### Beneficiary:

Exact name of the account holder	SOCIETY FOR SOCIAL EDUCATION & RESEARCH- MSSW		
Address 1	MADRAS SCHOOL OF SOCIAL WORK		
Address 2	CASA MAJOR ROAD		
NB BOX	EGMORE		
NB - City	CHENNAI		
Country	INDIA		
www			
Reference/contact person	MR STEPHEN ANTHONY		
Email @			
Other information		Phone:	
		Mobile:	9486425879

### Beneficiary Bank:

Name of bank	ICICI BANK
Bank address (road, city)	CHENNAI EGMORE BRANCH
Country	INDIA
Phone number	
Currency of the account	INR
Bank account number	SAVING BANK AC NO 60360126634
SWIFT code (important)	
BIC	
IFS code (India only)	ICIC0006036
IBAN	

### Correspondent Bank:

Name of bank	
Bank address (road, city)	
Country	
Currency of the account	
Correspondent bank account number	
SWIFT Code	
BIC no.	
IBAN	

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Official stamp or mark of the Partner Organisation