



INTERNATIONAL
FOOD POLICY
RESEARCH
INSTITUTE

IFPRI

RESEARCH AGREEMENT

Contract No. 2023X105.IIP.IN

This Research Agreement (the "Agreement") is made the 13th day of June 2023 between the International Food Policy Research Institute ("IFPRI"), 1201 I Street, N.W. Washington, D.C. 20005 and **International Institute for Population Sciences** ("Collaborator"), Govandi Station Road, Deonar, Opposite Sanjona Chamber, Mumbai, Maharashtra 400088, India.

I. Program of Work

IFPRI hereby retains Collaborator to perform, and Collaborator hereby agrees to perform the program of work set forth in the Statement of Work attached as Exhibit 1 (the "Project"). It is hereby agreed that the Principal Investigators for Collaborator shall be **S.K. Singh** and **K.S. James** for the term of the Project. Collaborator must obtain prior written approval from IFPRI before using a different Principal Investigator. It is hereby agreed that the Project Managers for IFPRI shall be **Phuong Nguyen** and **Rasmi Avula**, or such other person as IFPRI may designate from time to time by giving written notice to Collaborator.

II. Term

This Agreement will begin on **June 1, 2023** and continue until **May 30, 2024**. It is understood that these dates are estimates and that IFPRI may, at its convenience and upon written notice to the Collaborator, postpone, shorten or extend these dates. Collaborator must obtain written approval from IFPRI for any extension of the term of the Agreement.

III. Reporting Requirements

Collaborator shall submit reports to IFPRI specified in the Statement of Work.

IV. Payment

This is a cost reimbursable contract and the total payment to be made for the work under this Agreement shall be based on actual expenses incurred, not to exceed **INR 3,944,500** (approximately \$48,104.00), which will be met with funds drawn from IFPRI Project No. **301058.001.001.515.01.01**. Any unspent funds shall be returned to IFPRI at the end of this Agreement or applied against the final payment. Mandatory Tax Deducted at Source (TDS) will be deducted from total contract amount. **This Agreement is subject to the availability of funding by the donor/s.**

Payments shall be made according to the schedule set forth below provided, however, that IFPRI shall have the right to defer or withhold payment of any installment if the Project Manager determines that Collaborator has not made satisfactory progress toward the accomplishment of the program of work described on Exhibit 1.

Schedule of Payments/Deliverables:					
Payment #	Upon Receipt/Acceptance by IFPRI of:	Deliverable Due Date	Payment Due Date	Amount in INR	(Approx.) Amount USD
1	Signed agreement, and workplan and outline of the analyses, and approval by Project Manager	06/30/23	07/15/23	1,300,000	15,854.00
2	Key results (tables and figures) for all 3 topics and a certified financial report showing a disbursement of at least 65% of previous payment to be supported by a general ledger, and approval by Project Manager	01/31/24	02/15/24	1,300,000	15,854.00
3	Draft manuscripts for all 3 topics and a final certified financial report to be supported by a general ledger and approval by Project Manager. Final payment will be based on actual expenses incurred. Any unspent funds from previous payment shall be applied to the final payment or returned to IFPRI.	05/15/24	05/30/24	1,344,500	16,396.00
Overall Contract Total				3,944,500	\$48,104.00

All payments shall be made in **Indian Rupees (INR)**, upon receipt of invoices bearing the contract number with a brief description of work completed and the corresponding deliverables from the Schedule of Payments/Deliverables. The collaborator must also submit, with the first invoice, the documentation and appropriate attached tax form as follows:

- Permanent Account Number (PAN) Card (photocopy or scan)
- W8BEN-E, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting
- W8-EXP, Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting

Corresponding bank fees deducted by the bank of the Collaborator from the foregoing payments in connection to this agreement are the Collaborator's responsibility. IFPRI shall not reimburse aforementioned bank fees.

V. In-Kind Support

IFPRI will not provide any in-kind support to Collaborator in connection with work performed hereunder.

VI. General Provisions

It is a condition of this contract that in performing the obligations, duties, and responsibilities of this contract, Collaborator will be responsible for complying with all applicable requirements, laws, rules, and regulations of countries to be visited including the United States, and those pertaining to immigration, customs, and foreign exchange control. Additionally, if the contract scope of work is to be conducted within the United States, Collaborator represents that s/he is fully authorized to work in the United States.

Your organization been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to the donors, investors, media, or the general public, that you are a direct grantee of the Bill & Melinda Gates Foundation ("Foundation"). You may state that IFPRI is the Foundation's grantee and that you are a sub-grantee or subcontractor of IFPRI for the Project.

This Agreement also includes the General Provisions attached as Exhibit 2, which are incorporated herein by reference. As noted in the General Provisions, the Collaborator shall be responsible at his/her own

expenses for obtaining appropriate insurance in connection with work under this Agreement, including but not limited to, travel, medical and professional liability insurance.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date as indicated below. This Agreement will not be effective until it has been signed on behalf of IFPRI by both the Division Director and the Head, Contracts and Grants.

**INTERNATIONAL FOOD POLICY
RESEARCH INSTITUTE:**

RASMI AVULA

Rasmi Avula
Project Manager

June 13, 2023

Date _____

DEANNA OLNEY

Deanna Olney
Director
Nutrition, Diets and Health Unit

June 13, 2023

Date _____

Liza Almendrala

Liza Almendrala
Head, Contracts and Grants

June 14, 2023

Date _____

Ommy

K.S. James
Director & Senior Professor
International Institute for Population Sciences

Date _____

STATEMENT OF WORK

**Data to Support Nutrition Actions in India
By International Institute for Population Sciences (IIPS)**

Background

POSHAN is a multi-year initiative led by the International Food Policy Research Institute (IFPRI) and funded by the Bill & Melinda Gates Foundation. POSHAN's first phase (2011-16) established the initiative's credibility as an honest evidence broker that brought together diverse stakeholders and harnessed the collective power for improving nutrition at the district, state, and national levels. POSHAN's second phase (2016-22) used data and evidence to highlight the challenges and solutions pertaining to nutrition issues in India.

POSHAN's third phase (referred to as POSHAN-3) (2022-25) will continue to focus on evidence generation, synthesis, and mobilization to strengthen program and policy actions at various levels. POSHAN-3 will be implemented as a partnership-driven knowledge initiative focused on three topical areas in nutrition, all of which are relevant to global and national goals for nutrition: (1) Undernutrition across the life course, (2) Anemia, and (3) Emerging nutrition challenges.

Under this scope of work (SOW), IFPRI proposes to collaborate with International Institute for Population Sciences (IIPS), who design and conduct the National Family Health Surveys (NFHS), , to support collaborative policy-relevant analyses of large-scale data sets including NFHS data. These analyses will help in developing a stronger understanding of the drivers of nutrition outcomes, of state and district successes, and how programs/schemes have performed. The outputs will include presentations, working papers, journal manuscripts and other knowledge products to support advancing nutrition discourse in India.

Scope of Work:

IIPS will work closely with IFPRI on three main topical areas, listed below. Additional topical areas will be explored depending on interest, ability, and available resources. The research objectives and analysis plan for each topic will be developed collaboratively by IIPS and IFPRI.

1. Intricacies of low birth weight and nutritional status of children in India

Suggested outputs:

- 1a. Slide decks (including tables/figures) characterizing changes in birth weight at the national, state and district levels; data analytics based knowledge products*
- 1b. Journal manuscript/s on birth weight and its association with nutritional status of children in India*

2. Understanding the status and drivers of infant and young child feeding (IYCF) practices in India

Suggested outputs:

- 2a. Slide deck characterizing changes in IYCF practices*
- 2b. Journal manuscript on IYCF practices in India*

3. Assessing the trajectory of anemia in India

Suggested outputs:

- 3a. Slide deck characterizing changes in anemia among different target groups*
- 3b. Journal manuscript on anemia*



Additional partnerships for specific analysis topics will be explored, bringing in national and global experts, as needed. Specific partners will be identified and named for each type of knowledge product.

Activities

Collaborator (IIPS) will provide all necessary supplies and services for the following activities:

- Provide experienced researchers as required for carrying out activities mentioned in SOW;
- Co-develop plans for analyses related to each knowledge area;
- Conduct data analyses using individual data;
- Work closely with IFPRI to produce slide decks, data products, policy briefs and academic manuscripts;
- Present findings to stakeholders and relevant partners periodically, ensuring policy engagement and support throughout the collaboration period;
- Organize a workshop to share findings with nutrition stakeholders in India;

Technical Deliverables:

#	Deliverables	Due Date
1	Research questions and analysis plans for 3 topics: low birth weight, IYCF and anemia	August 1, 2023
2	Key results (tables, figures and draft slide deck) for three topics	January 31, 2024
4	Full draft of manuscripts for all three topics and final slide decks	May 15, 2024

Schedule of Payments/Deliverables:

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Overall Contract Total				3,944,500	\$48,104.00



Budget

Cost estimates for IIPS- IFPRI-NITI collabortion (Period: 1st June 2023 To 31st May 2024)				
Budget Line Items	Rate in INR	Unit	Duration of Engagement	Total Cost
A. Personnel*				
Post-doc - Research Fellow	90,000	1	12	1,080,000
Senior Research Officer	80,000	1	12	960,000
Subtotal A				2,040,000
B. Workshop/Seminar/Meeting				
Presentation of project findings in workshop/Seminar etc.	200,000	3		600,000
Subtotal B				600,000
C. Travel & Accomodation	300,000	1		300,000
Subtotal C				300,000
D. Other Costs				
Publication editing	150,000	3		450,000
Stationary & Printing	30,000	1		30,000
Miscellaneous Expences - Internal Meetings	10,000	1		10,000
Subtotal D				490,000
Total Direct Cost				3,430,000
Overhead Cost (15%)				514,500
Grand Total INR				3,944,500
Grand Total (estimated in USD)				48,104

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MEMORANDUM OF UNDERSTANDING
BETWEEN
POPULATION COUNCIL INSTITUTE, INDIA
AND
INTERNATIONAL INSTITUTE FOR POPULATION SCIENCES, MUMBAI, INDIA


This non-binding Memorandum of Understanding (MOU) is entered into by and between The Population Council Institute (PC-I), and the International Institute for Population Sciences (IIPS). PC-I and TGI agree to collaborate on research related to hysterectomy and women's health, including a DBT-Wellcome India Alliance funded Team Science study, with the goal of leveraging each institution's respective strengths would be mutually beneficial. The areas of cooperation may include, subject to prior written mutual consent:

- a. Implement the Team Science project, Study and Action on Hysterectomy: Evidence on women's health through the Life Course in India
- b. Joint research and publications on hysterectomy and women's health
- c. Short-term workshops, webinars and meetings

The primary contacts for this MOU are Sapna Desai, PhD for PC-I and Dipti Govil, PhD, for IIPS. The parties may enter into specific written grant/sub-grant agreements hereunder to clarify and define the nature, extent and terms of proposed collaborations, including regarding intellectual property ownership and funding issues. Any such agreements shall require the approval of appropriate officers from each institution. This MOU is intended to exist for five (5) years unless terminated by one of the parties. Either institution may withdraw from this MOU at any time and for any reason, provided written notification of the withdrawal is given to the other institution. This MOU is made in English, which is the authentic text. This MOU will begin on the later date of signing by both parties. This MOU may not be enforced in any legal proceeding.

The following individuals have signed the present Memorandum of Understanding on behalf of their respective institutions. PDF copies of this MOU sent by email, and any signatures thereon, shall be considered for all purposes as originals.

International Institute for Population Sciences



Date : 13-09-2022

Prof. K. S. James
Director

प्रोफेसर के.एस. जेम्स / Prof. K.S. James

निदेशक एवं वरिष्ठ प्रोफेसर / Director & Sr. Professor

अन्तर्राष्ट्रीय जनसंख्या विज्ञान संस्थान

International Institute for Population Sciences

गोवन्दी स्टेशन रोड, देवमर / Govandi Station Road, Deonar

मुंबई / Mumbai - 400 088.

Population Council Institute, India



Date

Niranjana Saggurti, PC-I
Director



Partnership Agreement

This Partnership Agreement (hereinafter to be referred as "Agreement") is executed on 1st Day of August 2023 at New Delhi (hereinafter referred to as "the Execution Date")

By and between

Population Council Institute, a Public Health research organization having its office at Core 5A, Ground Floor, India Habitat Centre, Lodi Road, New Delhi 110 003 ("**Lead**")

And

International Institute for Population Sciences a 'Deemed to be University' on August 14, 1985, under Section 3 of the UGC Act, 1956 by the Ministry of Human Resource Development, Government of India and having its campus at Govandi Station Road, Opposite Sanjona Chamber, Deonar, Mumbai-400088, Maharashtra ("**Co-Lead**")

Lead and **Co-Lead** are individually referred to as the "**Party**" and collectively as the "**Parties**"

WHEREAS:

- A. Lead and co-Lead have received a Grant ("Team Science Grant") from DBT/Wellcome Trust India Alliance ("the India Alliance (IA)") vide its award letter/email dated 29 March 2023 for the study titled as "SAHELI: Study and Action on Hysterectomy: Evidence on women's health through the Life Course in India" (Award) attached as **Annexure-I**. Study Proposal is attached as **Annexure-II**.
- B. Lead shall be responsible for administering the Study and the Award and will be executing a partnership agreement with the Co-Lead to enable them to implement research activities as part of the Team Science Grant.
- C. The Parties have agreed to collaborate on the Study, according to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the agreements herein contained, the Parties hereby agree as follows:

1. Role of Lead

Lead shall be responsible for administering the Study/ project and the Award and will be executing a partnership agreement with the Co-Lead for undertaking activities specified in Annexure III. It shall be the responsibility of the Lead to provide funds over the duration of the Study/ project, to the Co-Lead, for undertaking activities detailed in **Annexure III**. Additionally, the Lead shall be responsible for coordinating and monitoring of the Study/ project.

2. Role of Co-Lead

Co-Lead shall diligently perform the activities specified in Annexure III in accordance with the timelines specified therein. Co-Lead shall ensure compliance with the Terms of Payment specified in Annexure III and keep the Lead indemnified against all lapses, non-compliance or breach on its part whatsoever for failure to comply with the duties specified in Annexure III for any reason whatsoever.

3. Term of Agreement

This Agreement is valid with effect from the Execution Date and shall remain in force till **31st day of March 2028, subject to these dates being in conformity with the award letter issued by IA.** The Term may be extended by the Parties for such period and on such terms and conditions as may be mutually agreed upon by Parties in writing. This Agreement shall be co-terminus with the duration of the Study/ Project as per Award letter dated 29th March, 2023.

4. Terms of Payment

- 4.1. The Terms of payment under this Agreement shall be as prescribed in **Annexures-III & IV.**
- 4.2. It is hereby agreed and understood by the Parties that all amounts payable under Annexure-III shall be released by Lead to the Co-Lead only upon the receipt of funds by Lead from IA. Party that is in receipt of funds from Lead shall provide a utilization certificate of funds utilized in accordance with the Key Financial Guidelines as included in **Annexure IV**, issued by IA. It shall be the duty of the Co-Lead to keep the funds in an interest-bearing account and the treatment of interest earned shall be in accordance with the Award letter/ Key Financial Guidelines of IA. The Co-Lead shall provide the Lead with the details of the funds spent along with appropriate receipts/invoices and progress report on a six-monthly basis in order to submit consolidated utilization certificates and progress reports to the IA. Reports, invoices, vouchers etc. will be consolidated by Lead and submitted to the IA on behalf of all partners on this grant. All financial statements relating to utilization and spending of the Grant should be duly authorized by the Head of the Finance Department of the respective Party. It is made clear that the manner and formats of the statements, periodicity and requirement of audits shall be in accordance with the Award letter/terms and conditions/ Key Financial Guidelines issued by IA or as requested by Lead.
- 4.3. The Co-lead shall maintain the details of the funds spent along with appropriate receipts/ invoices, etc. and shall submit the same to the Lead as and when the Lead requests.
- 4.4. Co-Lead shall maintain complete records of all costs charged to the grant/ details of the funds spent for a period of seven (7) years after the expiration of the grant and make such records available to Lead or its representatives (internal or external auditors) for review with due notice.
- 4.5. During the Term of this Agreement, if there is a change in the constitution of Co-Lead or Co-Lead's registration/ PAN details are changed, cancelled or suspended, this should be immediately intimated to Lead. Any delay in updating this change may result in retrieval of the whole/partial funds paid to the Co-Lead and the next due instalment will be put on hold. The change in constitution, change in PAN or cancellation thereof may result in suspension of this Agreement, till the time such cancellation is fully resolved to the full and final satisfaction of the Lead. In appropriate cases as may be determined by the Lead, the Lead reserves the right to terminate the Agreement.
- 4.6. Co-Lead will provide the details of the Non-FCRA Bank Account in which the grant amount shall be transferred by Lead.
- 4.7. The Co-lead shall return any unutilized funds at the end of the Study, within 15 days of being requested to do so by transferring the same into Lead's bank account which shall be provided by Lead at the time of requesting for unutilized funds.
- 4.8. Co-Lead shall submit the treatment of interest earned on the grant amount for each utilization statement/certificate. Treatment of interest earned shall be in accordance with the Award letter/terms and conditions/ Key Financial Guidelines of the IA.

5. Intellectual Property Rights and Confidentiality:

- 5.1 **"Intellectual Property Rights"** shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, and applications for any of the above.
- 5.2 All Intellectual Property used in connection with the Project which has been generated prior to or outside the scope of the Project ("Background IP") shall remain the property of the Party contributing the same. The Parties agree that any improvements or modifications to a Party's Background IP arising from the Project will be deemed to form part of that Party's Background IP and be owned by that Party. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background IP of the other Parties save as granted by this Agreement.
- 5.3 Parties are committed to Open Access (defined as widely distributing information and research outcomes and making it available and accessible for use by everyone, in order to maximise the benefits arising from research), and to achieve Open Access, agree that all arising IP, arising know how and research data shall be deemed to be public goods. The aforementioned public goods shall be made available for use by all Parties after publication of study manuscript(s).
- 5.4 Co-Lead shall not distribute, display or use in any manner whatsoever, any intellectual property of Lead or other Co-Leads without the prior written approval of specified party.
- 5.5 "Confidential Information" as used in this Agreement shall mean any technical or non-technical information and proprietary information in connection with this Agreement and specifically designated as confidential.
- 5.6 The Parties declare that this clause shall survive even after the termination of this Agreement.

6. Indemnity

- 6.1 Each party (the Indemnifying party) shall indemnify and hold harmless the other party (the indemnified party) from and against any cost, loss or liability, reasonably incurred by the indemnified party and arising from any claim or proceeding against the indemnified party where such cost, loss or liability was caused by a breach by the indemnifying party of its obligations under this Agreement or any unlawful or negligent act or omission of the indemnifying party
- 6.2 Except in circumstances where such liability cannot be limited or in cases where such liability arises out of any gross negligence, misconduct or any fraudulent act, the amount of liability of each party shall be limited to amount sub grant received.
- 6.3 Nothing in this Agreement limits or excludes either Party's liability for:
 - death or personal injury resulting from negligence; or
 - any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 6.4 This clause shall survive the termination of this Agreement.

7. Inspection and Audit:

- 7.1 The progress of implementation of the project and proper utilization of grant funds shall be reviewed by the Lead and/or by a Monitoring Committee or an authorized representative that may be set up by the Lead.
- 7.2 The periodic progress of project and the utilization of funds, statement of expenditure shall be evaluated by the Lead. The Lead and the Co-Lead shall collaborate to ensure that the study progresses efficiently and in accordance with the objectives and requirements outlined by IA.

8. Termination

- 8.1 This Agreement shall stand terminated with immediate effect in case of occurrence of the following:
 - (a) If the Co-Lead commits a breach of any of the terms and conditions of this agreement and the IA award.
 - (b) If the award is terminated by IA.
- 8.2 Either party can terminate this Agreement by providing reasons for such termination by issuing a written notice of 60 working days and the agreement stands terminated from the date of receipt of the said notice of termination.
- 8.3 In case of termination, all material equipment, data or other resources generated out of Project funds shall be handed over to Lead.
- 8.4 In event of termination of this Agreement as per clause 8.2 the Co-Lead shall be reimbursed for all expenses incurred by it in accordance with the terms of this Agreement till the date of termination of this Agreement. Payment under this Clause shall be subject to submission of financial reports and supporting documents by the respective Co-Lead to Lead. It is clarified that (a) during the notice period, respective Co-Lead shall not incur any expenses unless specifically approved by Lead in writing. In no event shall the liability of Lead towards payments exceed the amount mentioned in Clause 3.1 of this Agreement.
- 8.5 Upon the expiry or termination of this Agreement in accordance with the provisions hereof, each Party shall forthwith return to the other Party any copies or extracts of documents containing any Confidential Information acquired during the course of this Agreement.
- 8.6 The termination, as aforesaid in Clause 8 of this Agreement, shall be without prejudice to each Parties rights and remedies under law available to it including, but not limited to the right to seek, as an alternative to termination, specific performance of obligations under this Agreement or terminate the Agreement and seek damages for a breach from the Defaulting Party, committed during the period prior to such termination.

9. Force Majeure

- 9.1 If at any time during the continuance of this Agreement, the performance in whole or in part by either Party of any objectives under this Agreement is prevented or delayed by reason of governmental decision, war, hostilities, act of a public enemy, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restrictions, pandemic, disturbance in supplies from normally reliable sources (including but not limited to electricity, water, fuel and the like),

strike, lockout or other event beyond the reasonable control of the Party concerned (hereinafter referred to as "the Eventuality"), then notice of such Eventuality shall be given by the affected Party to the other Party within 15 days from the date of occurrence thereof.

- 9.2 In the event of either Party not being able to, by reason of an Eventuality, meet any of its obligations under this Agreement, such obligations shall be suspended for as long as the inability continues or any date mutually agreed between the Parties. This Agreement may be terminated by either Party by providing one (1) month's written notice if the inability to undertake activities under this Agreement continues even after expiry of 60 days since the commencement of Eventuality.

10. Dispute Resolution

- 10.1 In the event of any dispute relating to the interpretation or performance of this Agreement arising between the Parties, the Parties will first do their utmost to settle their dispute amicably.
- 10.2 In the case of failure to resolve the dispute, such disputes under this Agreement shall be referred to arbitration under the Arbitration & Conciliation Act, 1996 (or any amendments thereof). The place and seat of such arbitration shall be Mumbai. The language of arbitration shall be English. The arbitration award shall be final and binding on all the Parties.

11. Governing Laws

This Agreement shall be construed and enforced in accordance with the governing laws of India. The courts of New Delhi shall have the exclusive jurisdiction to decide matters pertaining to this Agreement.

12. Other Terms and Conditions

- 12.1 The Project's funds will not be spent by the Co-Lead to carry on propaganda or otherwise attempt to influence specific proposed legislation or pending appropriations or introduce legislation either through (a) direct communications with any member or staff of a legislative body, or (b) urging members of the general public to contact members or staff of a legislative body; or (c) to influence the outcome of any specific public election or to carry on, directly or indirectly.
- 12.2 Co-Lead may not assign or transfer any of its rights, obligations, benefit, or interest in this Agreement without Lead's prior approval.
- 12.3 This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except in a written agreement signed by both Parties.
- 12.4 Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party or any of them, except with the express prior written consent of the other Parties. The rights, duties, obligations and liabilities of Lead on the one hand and the Co-Lead and its Affiliates on the other hand, under this Agreement shall be individual, not joint or collective, unless specifically provided for herein this Agreement. However, the parties acknowledge that their collaboration under this Agreement is based on mutual cooperation, shared goals and joint efforts to successfully conduct the Study. The Lead and the Co-Lead shall work together in good faith,

combining their respective expertise and resources to achieve the objectives outlined by IA. The Lead and the Co-Lead may refer to their collaborative relationship in their communications and interactions with third parties involved in the Study, provided that such reference does not create any legal obligations or liabilities beyond the terms defined in this Agreement. The Lead and the Co-lead shall maintain their separate legal identities, and each party shall be responsible for its own actions, obligations and liabilities arising from its own operations, employees, or agents.

12.5 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

12.6 If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein. Should any provision of this Agreement be or become ineffective for reasons beyond the control of the Parties, including because of applicable provisions of law or regulations of governmental authorities, the Parties shall use best endeavors in good faith to agree upon a new provision which shall as nearly as possible have the same effect as the ineffective provision.

12.7 Publicity and Publication Clause:

The Parties agree not to use, expressly or by implication, any trademark, trade name, or any contraction, abbreviation or adaptation thereof of any other party, or the name of any other Party's staff in any news, publicity release, policy recommendation, advertising, or any commercial communication without the express written approval of that party.

12.8 Conduct of Study:

Co-Lead shall use all reasonable endeavours to carry out the Study to a high standard and in accordance with the terms of this Agreement. Co-Lead shall be responsible for obtaining all necessary ethical, administrative and governmental approvals required to conduct the Study.

12.9 **Conflict of Interest:** All the parties warrant that this Agreement is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the work under this Agreement.

12.10 Co-Lead will have to comply with all the terms and conditions of the award as well as guidelines given in Annexure IV.

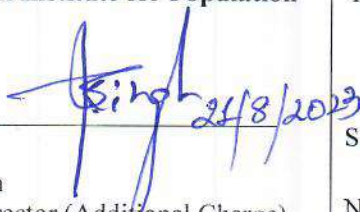

12.11 Each of the undersigned warrants and represents that they have full power and authority to sign this Agreement on behalf of the party indicated and that their signature will bind the party indicated to the terms hereof and each party hereto warrants and represents that this Agreement, when executed and delivered, will constitute a legal, valid and binding obligation of the party, enforceable against the party in accordance with its terms.

13 Notices

13.1 All notices under this Agreement shall be in writing and in English and either delivered by hand or sent by registered mail or courier or by email, in each case to the addresses set out below. Any change of address of either party shall be immediately intimated to the other party.

For LEAD
Name: Sowmya Ramesh
Address: Executive Director, Population Council Institute, Core 5A, GF, India Habitat Centre, Lodi Road, New Delhi 110 003
Tel:
Email: sramesh@pcinstitute.org.in
Name of PI: Dr. Sapna Desai
Tel: 98109 18917
Email: sdesai@pcinstitute.org.in
For Co-Lead
Name: S.K.Singh
Address: Professor and Head, Department of Survey Research & Data Analytics, (Director, Additional Charge) International Institute for Population Sciences, Govandi Station Road, Deonar, Mumbai - 400088
Tel: +91- 022-42372415
Email: sksingh@iipsindia.ac.in
Name of PI & Co-PI: Dipti Govil and Archana K. Roy
Tel: +91- 022-42372498 & 022-42372544
Email: royarchana@iipsindia.ac.in & royarchana@iipsindia.ac.in

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

For International Institute for Population Sciences Signature:  Name: S.K.Singh Designation: Director (Additional Charge) Professor and Head Date:	For Population Council Institute Signature:  Name: Sowmya Ramesh Designation: Executive Director Date: Aug-25-2023
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Annexure I

Award letter attached separately

Annexure II

Study proposal attached separately

Annexure III

Terms of reference, Outputs by timeline, and Terms of payment for co-Lead

1. Terms of Reference

The responsibilities of **Co-Lead** shall be as follows:

Technical leadership

As PI/Co-PI Dr Dipti Govil and Prof. Archana K. Roy will participate in all technical decisions, implementation, and outputs of SAHELI team. Under her leadership, Co-Lead will anchor the following:

a) Quantitative research

Co-Lead will lead the sampling, training, household listing, data collection and data cleaning of the quantitative survey with N=6000 women across the three study states. They will co-lead the analysis of this data along with Lead.

b) Follow up studies

Co-Lead will investigate the possibility of, and if feasible, coordinate and conduct a follow up survey with a random sub-sample of women who participated in the first wave of LASI and had undergone a hysterectomy. As proposed, if this is not feasible, Co-lead and Lead will identify other follow-up studies possible in India.

2. Outputs by timeline

Year 1 (August 1, 2023 – March 31, 2024)

- Participate in writing a detailed protocol for the study in close coordination with other Team Science partners
- Participate in stakeholder meetings for formative research
- Sampling, tool development and pilot testing for quantitative interviews with women
- Obtain necessary ethics clearances for the proposed work at the primary Institution and other Institutions, if needed.

Year 2 (April 1, 2024 – March 31, 2025)

- Training, household listing and household selection for quantitative survey in three study states.
- Start the quantitative survey with 6000 women in three study states

- Participate in stakeholder meetings to mentor staff at IIPS and across the Consortium

Year 3 (April 1, 2025 – March 31, 2026)

- Conclude the quantitative surveys in three study states
- Clean and standardize the final quantitative dataset
- Participate in stakeholder meetings to mentor staff at IIPS and across the consortium

Year 4 (April 1, 2026 – March 31, 2027)

- Analyses of the quantitative survey data along with PCI
- Contribute to manuscripts based on the survey data collected
- Mentor research fellows and students that are part of the consortium
- Protocol development for follow up survey as determined in Year 1

Year 5 (April 1, 2027 – March 31, 2028)

- Follow up survey if possible, and analyses
- Finalise manuscripts and final products from the Team Science grant
- Mentor research fellows and students that are part of the consortium to submit their thesis and final products

3. Terms of Payment

- Summary:** The total amount payable by Lead to Co-lead is **Rs. 3,44,93,635**. The approved budget break-up is given below. Co-lead will receive funding thru a partnership agreement equivalent to 34.79% of the total award received by Team Science under the DBT/ Wellcome India Alliance grant. Lead will not be liable, under no circumstance, to pay any amount over and above this amount. Further, it is hereby agreed and understood by the Parties that all amounts payable under Annexure-III shall be released by Lead to the Co-Lead only upon the receipt of funds by Lead from IA.
- Lead will release the first installment of funds within fifteen days of signing this partnership agreement and upon submission of an invoice.
- Lead will release subsequent annual installments of funds within the first 15 days of April month, or within 15 days of receiving the disbursement for the year from India Alliance (in case of a delay from IA) of every year for the years 2024, 2025, 2026 and 2027.
- Every year Co-lead will submit an annual report that details the activities undertaken by Co-lead under the Team Science grant and share the products produced for the same with Lead. Lead will compile a comprehensive financial and narrative annual report for the Team Science grant to submit to India Alliance.
- This annual financial and narrative report will be submitted with Lead before the 15th day of April for the years 2024, 2025, 2026, 2027 and 2028, respectively.
- Unspent funds will be carried forward to the following financial year.

अन्तर्राष्ट्रीय जनसंख्या विज्ञान संस्थान

(विश्वविद्यालय समतुल्य)*

स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार का स्वायत्त संगठन
गोवर्ंदी स्टेशन रोड, देवनागर, मुम्बई- 400 088, भारत



(स्थापना/ Established in 1956)
बेहतर भविष्य के लिए क्षमता निर्माण
Capacity Building for a Better Future

Sr. No.: /

International Institute for Population Sciences

(Deemed University)*

An Autonomous Organization of Ministry of Health & Family Welfare, Govt. of India
Govandi Station Road, Deonar, Mumbai-400 088, INDIA

Bank Details

Name : International Institute for Population Sciences
Bank : State Bank of India
Account No : 10895954179
Branch : Deonar Branch, Mumbai
Branch Code No. : 03109
IFSC Code No. : SBIN0003109
SWIFT Code No. : SBININBB514 682
MICR : 400002023
PAN : AAAGI0722G



Aditya
Assistant Finance Officer
IIPS, Mumbai

Date: 03.08.2023

अनिकेत चट्टोपाध्याय
Aniket Chattopadhyay
सहायक वित्त अधिकारी
Assistant Finance Officer
अन्तर्राष्ट्रीय जनसंख्या विज्ञान संस्थान
International Institute for Population Sciences
देवनागर/Deonar, मुम्बई/Mumbai-400088



Certified that the particulars furnished above are correct as per our records

Bank's Stamp (



Date: 04/08/2023

[Signature]

Signature of Bank Manager

Annexure IV

Financial terms and conditions under the India Alliance for newly activated fellows.

- 1) IA release funds to fellows financial year wise which starts on 1st April and ends on 31st March
 - i) First Year - From the grant start date to 31st March
 - ii) Subsequent Years – 1st April to 31st March
 - iii) Last Year – 1st April to Grant End Date
 - 2) IA Funds should not be used for other project or personal purpose other than the IA project
 - 3) It is the responsibility of HI to keep funds released by IA in **interest** bearing a/c and show interest amount in the Grant Spend Report every year, without this IA will not release next payment.
 - 4) Ring-fenced funds (RF) cannot be interchanged (Personal Support, WOHI & Overheads)
 - 5) Transferrable funds (TF) can be interchangeable (Research Cost within the overall amount)
 - 6) Host Institution is not eligible to claim excess overheads more than the approved amount i.e., 10% of actual expenditure incurred towards fellow project (RF & TF)
 - 7) IA release funds to HI against submission of Annual Grant Spend Report (GSR).
Acknowledgement for receipt of funds is mandatory from HI / Fellow to release next year instalment amount.
 - 8) IA adjusts unspent transferrable funds from third financial year. If Unspent amount is more than the current year Instalment IA will not release funds for that year. (It is a temporary adjustment and the same may be released against submission of an Interim GSR and projected expenditure till end of FY, after available funds have been spent)
- The first two instalments will be released in whole, regardless of the amount spent by the Co-Lead. From the third instalment onwards, if any amount from the previous year is unspent, this will be carried forward and the balance will be adjusted against the next instalment, in line with IA's instructions.
- 9) IA **disallows** the excess expenditure claimed towards Fellow salary top-up, WOHI, Overheads and Transferrable funds if it is more than the approved amount. No additional funds will be accommodated by IA other than the amount approved and mentioned in the award letter.
 - 10) Unspent Ring-fenced funds can be used towards research cost on scientific grounds at the end of the project period subject to submission of proposal at least 6 months before end of the project period to seek approval from IA.
 - 11) Assets procured from IA funds must be labelled and demarked for clear identification purpose. These assets must be maintained well in a working condition. All assets procured with IA funds remain with HI and should not be transferred to fellow or cannot be treated as property of fellow during or end of the project period.
 - 12) List of assets procured from IA Funds with a value of Rs.25 lakh each or more must be reported to IA frequently. No vehicle should be purchased with IA funds either used or new.
 - 13) In addition to India Alliance, fellows required to adhere to the Host Institution rules, regulations, policies, and terms & conditions.
 - 14) Support staff salaries must be paid as per pay commission guidelines that applicable to HI
 - 15) For any change in support staff designation other than approved by IA, appointment of additional staff must be intimated and seek approval from IA before proceeding further.
 - 16) IA releases WOHI amount based on the proposed travel dates provided at the beginning of the financial year applying prevailing exchange rate at the time of release of funds towards WOHI and IA

will not accommodate additional funds on account of exchange loss that arise post release of funds by IA.

17) Travel Expenditure incurred towards International Seminars cannot be treated or shown as part of WOHI expenditure.

18) A WOHI UC must be submitted to IA either Post travel or at the end of FY during on WOHI.

19) All the information, data, records, assets, materials, consumables, animal, etc., must be made available to IA always for surprise Inspection or Audit from IA.

20) No procurement should be made at the end of the project period which may not be utilized fully before end of project period towards IA project. If such purchases were made at the end and not utilized in full towards IA project purpose, then IA may disallow the expenditure

21) IA Retains funds (Retention)

i) 2% on Total Transferrable Funds from the penultimate year

ii) Full amount of Overheads of penultimate year

22) Release of Retention amount by IA

i) If Actual expenditure is more than the funds released by IA (Retention amount will not be released during the project period)

ii) The excess expenditure must be not more than the amount retained by IA towards Transferrable funds

iii) Must be submitted all grant closure documents to IA in the prescribed format, within the stipulated time.

23) Maternity extension is not default, for which fellow required to submit following documents.

i) During project – i) Maternity Leave Form, ii) Joining back report – during & post maternity

ii) Last year of project – Projected cost for the extended period with associated documents.

24) For Transfer of Host Institution, the following financial documents must be submitted

i) Audited Grant Spend Report from current HI,

ii) Transfer of Unspent Funds from current HI to new HI, and acknowledgement from new HI

iii) Transfer of Equipment, Material & Consumables, and animals, etc., from current HI to new HI and acknowledgement for receipt from new HI

iv) Not for Profit documents of new HI and other associated documents

Contract No.: 2023X105.IIP.IN		Amendment No.: 1		Date: August 18, 2024	
Collaborator: International Institute for Population Sciences		IFPRI Project No.: 301058.001.001.515.01.01			
Address: Govandi Station Road, Deonar, Opposite Sanjona Chamber, Mumbai, Maharashtra 400088, India					
Purpose: Extend contract term, reduce contract value, and revise Schedule of Payments/Deliverables.					
Payment: Contract value decreases by INR 338,030 (approx. \$3,397.21) from INR 3,944,500 (approx. \$48,104.00) to INR 3,606,470 (approx. \$44,706.79). Total paid to date on this contract is INR 2,600,000 (\$32,213.37). Mandatory Tax Deducted at Source (TDS) will be deducted from total contract amount. This Agreement is subject to the availability of funding by the donor/s.					
Term: Revised from June 1, 2023 to May 31, 2024 to June 1, 2023 to December 31, 2024					
Program of Work: Please see below and attached revised budget.					
Schedule of Payments/Deliverables:					
Payment #	Agreement	Upon Receipt/Acceptance by IFPRI of:	Deliverable Due Date	Payment Amount INR	(Approx.) Amount USD
1-2		Paid to date on this agreement		2,600,000	\$ 32,213.37
3	Amend#1	Draft manuscripts for 2 topics and approval by Project Manager. <i>Revised. [Original Deliverable #3 broken down to Deliverable nos. 3 and 4.]</i>	07/22/24	704,529	8,745.39
4	Amend#1	Draft manuscript for 1 topic and 2 finalized manuscripts, and a final certified financial report to be supported by a general ledger and approval by Project Manager. <i>[New.] [Original Deliverable #3 broken down to Deliverable nos. 3 and 4. Original Payment no. 3 reduced by INR 338,030 and broken down to payment nos. 3 and 4.]</i> Final payment will be based on actual expenses incurred. Any unspent funds from previous payment shall be applied to the final payment or returned to IFPRI.	12/31/24	301,941	3,748.03
Overall Contract Total				3,606,470	\$ 44,706.79
Payments shall be made in Indian Rupees (INR) within 30 (thirty) days after receipt of invoice/s and deliverables according to the schedule set forth above, provided however, that IFPRI shall have the right to defer or withhold payment of an installment if the Project Manager determines that Collaborator has not made satisfactory progress toward the accomplishment of the program of work.					
All other provisions of the original agreement shall remain in effect.					

If the above terms meet with your approval, please sign below, and return one copy of the document to IFPRI (along with the appropriate completed W-9, W-8BEN form) and retain the other copy for your records.

On behalf of the International Food Policy Research Institute:

RASMI AVULA
Rasmi Avula
Project Manager

DEANNA OLNEY
Deanna Olney
Director
Nutrition, Diets, and Health Unit

K. Susan Germain
K. Susan Germain
for Liza Almendrala
Head, Contracts and Grants

August 9, 2024
Date

August 19, 2024
Date

8/26/2024
Date

AGREED:

Dr. Hemkothang Lhungdim
Director
International Institute for
Population Sciences
Collaborator

September 03, 2024
Date

Aditya

REVISED BUDGET

1 USD = 80.56 INR 7.1.24

Cost estimates for IIPS- IFPRI-NITI collaboration				
Budget for the period: 1st June 2024 To 31st December 2024				
Budget Line Items	Rate in INR	Unit	Duration of Engagement	Total Cost
A. Personnel				
Post-doc - Research Fellow	90,000	1	7	630,000
Faculty time for Principal investigators	100,000	2		200,000
Subtotal A				830,000
B. Workshop/Seminar/Meeting				
Presentation of project findings in workshop/Seminar etc.				
Subtotal B				-
C. Travel & Accomodation				
Subtotal C				
D. Other Costs				
Publication editing				
Stationary & Printing	20,000	1		20,000
Miscellaneous Expences - Internal Meetings	25,190	1		25,190
Subtotal D				45,190
Total Direct Cost				875,190
Overhead Cost (15%)				131,279
Grand Total (In INR)				1,006,469

L.K. Dwivedi

PI's

Acharya

AFO

J. Singh

Director & Sr.Prof

Year 1 Budget - SAHELI Project - IIPS, Mumbai				
Particulars	Number of units	Number of months/days/years/visits	Cost/unit (month)	Total
Human Resource				
Co-Principal Investigators	1	1	1,00,000	1,00,000
Consultant- Sampling Expert	1	1	1,00,000	1,00,000
Senior Project Officer- Research	1	6	75,000	4,50,000
Project Officer - Research	1	4	55,000	2,20,000
Senior Project Officer- IT	1	2	75,000	1,50,000
Admin cum Accounts Officer	1	1	55,000	55,000
Total - Human resource				10,75,000
Equipment & Stationary				
Desktop @ 120,000	1	1	1,20,000	1,20,000
Laptop @ 150,000	1	1	1,50,000	1,50,000
Cartridge @5000	2	1	5,000	10,000
Pen Drives @750	2	1	750	1,500
External drive	1	1	8,000	8,000
Translation of the questionnaire and manual	1	1	2,00,000	2,00,000
Total - Equipments & stationary				4,89,500
Other Expenditure				
Stationary (lump sum)				30,000
Monthly meeting expenses				5,000
Questionnaire preparation workshop	1	1	1,00,000	1,00,000
Sampling workshop	1	1	50,000	50,000
Miscellaneous (visiting Delhi and states for meetings and other expenses)	1	1	2,00,000	2,00,000
Audit Fee	1	1	50,000	50,000
Total - other expenditure				4,35,000
Total of all heads				19,99,500
Institutional Overhead @ 10%				1,99,950
Grand Total				21,99,450