



**Memorandum of Understanding (MoU) is made on 06 November, 2018
Among
Bangladesh National Nutrition Council, IPH Bhaban, Mohakhali, Dhaka-1212
(herein after referred to as "BNNC")
And
CARE Bangladesh, RAOVA Complex, Level-7, VIP Road, DOHS, Mohakhali,
Dhaka-1206 (hereinafter referred to as "CARE")**

1. Background

Under the Second National Plan of Action for Nutrition 2016-2025, the Ministry of Health & Family Welfare (MoHF&W) aims to accelerate the reduction of the persistent high rates of maternal and child malnutrition through mainstreaming high impact, evidence-based nutrition services into the health and family planning services, along with scaling up of the provision of community-based nutrition services through out the country. To ensure and support those services along with engagement of other nutrition sensitive ministry by creating effective collaboration practicing multi-sectoral approach, the BNNC will lead the overall process. Under the Operational plan of National Nutrition Service (NNS) housed in the Institute of Public Health Nutrition (IPHN), both Directorate General of Health Services (DGHS) and Directorate General of Family Planning (DGFP) are streamlining and strengthening nutrition services delivered through existing service providers and platforms. The BNNC aims to scale up and mainstreaming multi-sectoral approach for nutritional improvement by creating leadership at district and sub district level.

The Government of the People's Republic of Bangladesh is committed to establish platforms at district and sub district level named as District Nutrition Coordination Committee (DNCC) and Upazilla Nutrition Coordination Committee (UNCC) by 2019 to provide support for universal coverage of quality health services to the every citizen of the country particularly those in rural and underserved communities. The Government of Bangladesh strongly believes that the active participation and ownership of respective departments is essential for the successful implementation NPAN 2. The NPAN 2 will contribute towards accomplishment of national goals and targets set in Health, Population, Nutrition, Sector Development Program (HPNSDP), Seventh Five Year Plan (SFYP- 2016-2020) and Sustainable Development Goals (SDGs).

CARE Bangladesh is the largest international non-government organization working since 1949 in Bangladesh and reaching over 30 million people directly and 104 million people indirectly every year. CARE Bangladesh health unit focus on facilitating and strengthening multi-sectoral approach at district and sub district level.

- a) **CARE Bangladesh** is currently implementing 6 projects focusing on improving malnutrition of mother and child and reducing stunting through facilitating functioning of multi-sectoral platforms at district and sub-district level, providing direct nutrition services including Community-based Management of Acute Malnutrition (CMAM) specially focused on Rohingya refugees in Cox'sbazar and support the scale up of the government's national nutrition services. (Annex 1)

2. Objective of the collaboration:

Broader objective

- To support BNNC to operationalize Multi-sectoral Nutrition Platforms at district and sub district level throughout the country especially where CARE Bangladesh is implementing its nutrition specific and sensitive projects.

Specific objective:

- To support and facilitate development of multi-sectoral platform (UNCC and DNCC) operational guideline and training manual with the close consultation with Directorate General-BNNC
- To support BNNC in creating a National resource pool for roll out the training on Multi-sectoral approach through providing ToT
- To facilitate BNNC in mapping out potential NGOs (including CSA SUN members) to be involved for effective implementation of Multisectoral Nutrition Platforms (MSNP) with their possible roles and responsibilities as well as working areas.
- Facilitate the signing of MOU with potential NGOs with BNNC for supporting implementation of MSNP with specific Scope of Work and measurable indicators.
- Assist BNNC to support identified agreed NGOs to develop their capacity on Multi-sectoral approach.
- Facilitate periodic meeting with the NGOs those are signed MoU with BNNC, especially Multi-sectoral approach implementation at district and sub district level for review the progress and coordination.
- Mobilize required support from BNNC for establishing and functioning of UNCC and DNCC in the projects areas of CARE Bangladesh districts and sub-districts.
- Jointly mobilize resources for effective scale up of MS approach throughout the country
- Will accepted if any new areas that are jointly identified/decided by BNNC and CARE for improving nutrition status in Bangladesh.

CARE Bangladesh strength:

- Have successful experience on piloting the methodologies of multi-sectoral approach at sub district level.
- CARE Bangladesh is implementing six nutrition specific and sensitive project throughout the country that covered 7 divisions, 25 districts and 85 sub districts in Bangladesh.
- CARE is an Executive member of CSA for SUN and have flexibility interms of fund and activities tofacilitate and support to achieve Government of Bangladsh goal related to Nutrition.
- Functional and tested relationship with CSA for SUN, IPHN, BNNC and MoHFW.
- Long history and track record working with Ministry of Health & Family Welfare.



Expected Specific Role

Role of Bangladesh National Nutrition Council - BNNC:

1. Allocate seating space with minimum facilities for a resource person from CARE Bangladesh at BNNC office.
2. Identify and assign a focal person from BNNC who will be responsible to communicate with CARE.
3. Organize regular coordination meeting among the facilitating partners (NGO's) of Multi-sectoral approach throughout the country.
4. Clearly define the roles and responsibilities of NGOs to contribute in the formation and functionalize process of DNCC and UNCC.
5. Lead the process of development of an annual action plan of DNCC and UNCC establishment by engaging the facilitating partners (NGO's).
6. Support CARE Bangladesh as resource organization for capacity building and create resource pool at National level to cascade the training at district and sub district for DNCC and UNCC platform members.
7. Guide development of monitoring systems and tools as well as provide guidance on Supervision and Monitoring mechanisms for the activities of Multisectoral Nutrition Platforms (MSNP) at sub national level and below,
8. Participate in joint monitoring visits where required.
9. Ensure availability of human resources for monitoring activities at the sub national level and below by facilitating quick deployment of proposed District Nutrition Officers.
10. Advocacy to promote the DNCC & UNCC model to policy makers and stakeholders at different levels for further strengthening and result oriented.
11. Provide guidance and actively participate by BNNC and IPHN representative in different national and sub national level Orientation, Progress review meeting, Workshop and advocacy events and developing materials for streamlining nutrition services throughout the country; be the active voice in advocacy.

Role of CARE Bangladesh:

1. Assign a resource person who will partially be seated at BNNC office to support BNNC and implement specific tasks identified by both parties. Act as a point person from CARE Bangladesh for coordination between the parties.
2. Support development of standardized training module/guideline for capacity building of Multi-sectoral Platform members.
3. Facilitate and support BNNC to organize regular coordination meeting among the facilitating partners (NGO's) and documentation accordingly.
4. Facilitate and support BNNC to rollout capacity building initiative for active implementation of Multi-sectoral approach to nutrition.
5. Facilitate development of monitoring tools for timely and quality implementation of the Multi-sectoral initiative, in collaboration and coordination with BNNC.
6. In coordination and cooperation with BNNC, identify the monitoring and MIS mechanism for supportive supervision and monitoring of the NPAN-2 activities at the selected district and sub districts under CARE FNS working areas (Annexure # 1)



7. Documentation of the progress, lessons and share the best practice model nationally for scaling up.
8. In coordination and collaboration with BNNC and other stakeholders, arrange advocacy events and materials for streamlining Multisectoral Nutrition Platforms.

Progress in implementation of activities included in this MoU will be reviewed from time to time jointly by CARE Bangladesh & BNNC and revisions will be made as needed on an ongoing basis, as described in the Changes to the MOU section below.

3. Common Roles of Parties

i. General provisions

- This MoU does not represent an endorsement by CARE Bangladesh, BNNC of each other's project and endeavors
- None of CARE Bangladesh, BNNC shall use each other's name or logo in publicity or promotional materials without prior written consent of the other party;
- None of BNNC or CARE Bangladesh assumes liability for any third party claims against the damage, injuries or losses arising out of their activities under this MoU
- This MoU does not constitute any binding contractual or financial obligation by IPHN (NNS), CBHC and CARE Bangladesh in Bangladesh.

The parties further agree to work together in good faith by sharing relevant but non- confidential information. Any of BNNC or CARE Bangladesh may "opt out" of continued collaboration for any reason deemed necessary by either party, pursuant to the procedure set out in the withdrawal section below. This MoU does not constitute a binding commitment to continue future implementation as a result if endeavors described herein.

The parties agree in good faith that this endeavor is not meant to create any exclusivity. The Parties finally agree that external communication and, in particular, use of logos and mentioning the other party's names for institutional endorsement of specific programs must be cleared in advance in written form, at least via e-mail.

The MoU does not create any legal obligations and is not subject to any jurisdiction. In particular, no further liability of CARE Bangladesh or BNNC. Instead, the parties, through bilateral dialogue or arbitration as provided for in the Disputes section below, will settle any dissent that may arise.

4. Duration of the MoU

This MoU's purpose is to provide a framework under which joint activities may be designed and implemented effective from the date of signing by all parties until 31 August 2023.

6. Key contact Persons:

On behalf of BNNC: Dr. Md. Akhter Imam, Assistant Director, Bangladesh National Nutrition Council

On behalf of CARE Bangladesh: Dr. Jahangir Hossain, Program Director-Health

7. Relationship of the Parties

This MoU does not incur an obligation for parties to conclude further agreements and that no funds shall be transferred, no invoices issued and no payments made between the parties under this MoU.

Nothing contained in this MOU shall be constructed to (a) give any party the power to direct or control the day-to-day activities of the other, or, (b) establish the parties as partners in the legal sense, joint ventures, co-owners or otherwise as participants in a joint understanding.

Excepting only the covenants contained herein, no legal entity or relationship of any kind shall be deemed to arise from this MOU either between the parties themselves or between the parties hereto and any other individual(s), organization(s), cooperation(s) or governments(s). Except as provided herein no actions, obligations, or commitments of any of the parties shall be binding on the other party.

8. Changes to the MOU

Any party may initiate discussion and call for a meeting to discuss this MOU and any necessary changes during the period of performance of this MOU.

All changes made to this MOU, including any changes of this clause, shall be approved by CARE Bangladesh and BNNC in written form.

9. Disputes

All disputes arising out of or in connection with this MOU shall be settled amicably between the parties hereof.

10. Withdrawal from the Collaborative Agreement

Any party hereto is free to declare the withdrawal from the collaborative relationship established under this MOU. However, notification of withdrawal shall be in writing and properly served upon BNNC and CARE Bangladesh, providing the other party with a minimum of one month notice of withdrawal.

11. Indemnification

All Parties agree that they will indemnify and hold any of the other parties harmless from all claims, causes of action, law suits, damages or from any and all liability of every nature and description resulting from the performance by any of the party's employees, consultants and subcontract MoUs, of its obligations under this Agreement or resulting from any action taken by any of the other parties based in whole or in part on the work performed under this agreement. This article survives the termination of this agreement.

12. Intellectual Property

All information, findings, data, results and benefits arising from the project/ collaboration shall be treated as, whether or not registered, intellectual property. Intellectual property created in the course of this contract is governed by IPHN (NNS), CBHC and CARE Bangladesh policy on the Management of Intellectual Assets.

13. Confidential Information.

All parties may receive confidential information (as defined below) of the other party in connection with the performance of this Agreement or MoU. During the term hereof and for three years thereafter, neither party shall disclose any such confidential information to any person or other third-party or make



use of such confidential information for its own purposes at any time without the owner's prior written consent; provided, however, that confidential information may be disclosed to government authorities if the disclosure is required by law and the disclosing party has provided the owner notice and if practicable a reasonable opportunity to defend against such disclosure. Confidential information shall mean any information (written, oral or observed) relating to: (a) the terms of this Agreement, the conceptual and technical approach being contemplated by CARE BD under this Agreement, work plans and personnel, (b) donors or potential donors; (c) beneficiaries; (d) employees; (e) business or strategic plans; (f) finances; or (g) a relationship with any governmental entity; it shall also include information specifically designated confidential by the owner or that the disclosing party knows or reasonably should know is not generally known to the public

14. Miscellaneous Provisions

In case of delay or failure in carrying out the responsibilities and obligations by any of the parties due to Force Majeure, each party shall be excused from its performance under this MOU only to the extent and for so long as much performance is hindered or prevented by such an event. (Force Majeure means any cause which is not reasonably within the control of any of the parties affected such as Act of Allah like flood, attack of pest, war, civil commotion, fire, lightning, earthquake, storm, explosion, epidemic, quarantine, industrial disputes of any kind, blockade, restriction in the transportation of goods, governmental restraint and expropriation, and act or omissions of third parties). In case, a party falls into any of these situations due to negligence of the party, the same shall not be reckoned as Force Majeure.

15. Additional Provisions

This MOU shall not be assigned or transferable by any of the parties to an outside party without the prior written consent of the other two parties. Any such assignment or transfer without prior written consent of the other two parties shall be null and void.

This MOU states the complete understanding of the parties and supersedes any prior or contemporaneous understanding whether oral or written, with respect to the subject matter hereof.

Signed:



Dr. Md. Shah Nawaz

Director General
Bangladesh National Nutrition Council
Government of the People's Republic of Bangladesh

Date: 6-11-18



Zia Choudhury

Country Director, CARE Bangladesh
RAOWA Complex, Level-7, VIP Road, DOHS, Mohakhali, Dhaka -1206

Date: 6-11-18



Annex-1: CARE Bangladesh response to Nutrition

#	Project Name and donor	Division	District	Sub district		
1	Collective Impact for Nutrition-CI4N (Sall Family Foundation)	Sylhet	Sunamganj	Sadar, South Sunamganj, Derai, Bishwambarpur, Dharmapasha, Salla, Jagannathpur, Chatak, Taherpur, Jamalganj, and Doarabazar		
2	USAID's Multi-sectoral Nutrition Project (MSNP) led by FHI 360	Khulna	Chuadanga	Chuadanga, Alamdanga		
			Jheniadah	Sadar, Sailokupa, Maheshpur and Kaliganj		
			Jessore	Sadar, Chougacha, Jhikargacha, Monirampur and Sarsha		
		Barisal	Kustia	Sadar, Doulatpur, Kumarkhali and Mirpur		
			Pirozpur	Sadar, Najirpur, Nesarabad and Mathbaria		
3	Joint Action for Nutrition Outcome (JANO) – EU	Rangpur	Rangpur	Gangachara, Taraganj and Kaunia		
			Nilphamary	Sadar, Domar, Jhaldhaka and Kishoreganj		
3 Projects		4 Divisions	9 Districts	40 Sub districts		
Above 3 projects are promoting and implementing to strengthening Multi-sectoral Approach for Nutrition through multisectoral platforms						
4	Strengthening Household Ability to Respond to Development Opportunities SHOUHARDO III (USAID)	Rangpur	Kurigram	Rajibpur, Phulbari, Rajarhat and Nageshwary		
			Gaibandha	Sundarganj, Sagata, Phulchari		
		Rajshahi	Sirajganj	Belkuchi, Shahjadpur, Chouhali		
			Mymensingh	Jamalpur	Bakshiganj, Islampur	
				Netrokona	Khaliaghuri, Madan, Kalmakanda	
		Sylhet	Kishoreganj	Nikli, Mithamoin, Itna and Austogram		
			Sunamganj	Tahirpur, Doarabazar		
			Habiganj	Ajmiriganj, BaniaChang		
		5	SHOMOSTI (Swiss SDC)	Khulna	Satkhira	Shyamnagar, Kaliganj
					Jashore	Chaugacha, Keshabpur
Khulna	Koyra, Rupsha					
Rajshahi	Natore			Baraigram, Natore Sadar		
	Rajshahi			Charghat, Puthia		
Rangpur	Gaibandha			Palashbari, Gabindaganj		
	Nilphamari			Saidpur		
	Rangpur			Pirgacha, Badarganj		
	Dinajpur			Ghoraghat, Fulbari		
	Kurigram			Phulbari, Rajarhat		
Sylhet	Lalmonirhat			Lalmonirat sadar, Aditmari		
	Sunamganj			Tahirpur, Dowarabazar, Dharmapasha		
	Maulavibazar			Kularura, Sreemangal, Juri		
6	CMAM (Unicef)	Chottogram	Coxsbar	Ukhia		
			Sylhet	Gowainghat		
Sub Total		Total division -7	Total District-19	Total Sub district 45		
Above 3 projects is implementing Nutrition specific and sensitive interventions						
Total		7 division	25 District	85 Sub district		

Annex 2: Proposed activity with timeline

Areas of work	BNNC	Timeline
Develop joint implementation plans for CARE and BNNC	Provide guidance to CARE to develop the implementation plan	By November 2018
Development of training manual on operationalization of Multi-sectoral approach at district and sub district level	Closely work with BNNC	By Nov 2018
Create a National Training pool for operationalize multi-sectoral approach throughout the country	Identify the participants and allow participants to attending ToT	By Dec 2018 1 Batch
Conduct cascade training on MSN throughout the country	Resource person support to the training	From Jan – Dec 2019 8 Batch in 8 Division
SUN engagement to MS approach	Resource person support to the training	
Support to formation of multi-sectoral platforms at district and sub district level as per ToR and timeline	Coordinate with BNNC when conduct DNNC formation meeting	As required/ Timeline will proposed in detail action plan
Identify the potential organization and support to sign a MoU with BNNC	Review and Signed by DG BNNC	On going
Quarterly meeting among the implementing organizations of multi-sectoral approach	Lead organization to facilitate the process	From Jan 2018 to December 2022
Observe National Nutrition Week	Lead organization to facilitate the process	One event in each year
Support for formation of Multi-sectoral platform at District and sub district level	Provide necessary guidance to organize events and implementing the multi-sectoral approach at district and sub district level.	From January 2018
Space allocation for CARE Bangladesh resource person at BNNC office if available space	For convenience of work with BNNC and create demand for support and achieve NPAN 2	BY November 2018