



Collective Good
Foundation



This facilitating Memorandum of Understanding (MoU) is made and entered into on this 06th day of August, 2026 at Lucknow, Uttar Pradesh, India.

BETWEEN

State Transformation Commission (STC), Government of Uttar Pradesh (GoUP), acting through the Chief Executive Officer (CEO), hereinafter referred to as the "CEO" (which expression shall include its successors and assigns) of the **One Part**;

AND

Collective Good Foundation (CGF), a trust registered under the Indian Registration Act, 1908 and having its Registered Office at F2, Vbr Asterix 204, Rajeev Gandhi Nagar I Phase, Sahakar Nagar, Bengaluru, Kodigehalli-560092, represented through its **Director - Health, Ashwin Deshmukh** (hereinafter referred to as "CGF", which expression shall, unless the context otherwise specifies, mean and include its successors in office) of the **Second Part**.

PREAMBLE:

WHEREAS, the State Transformation Commission, under the Government of Uttar Pradesh, serves as the strategic think-tank and delivery support unit of the Government of Uttar Pradesh, supporting departments through evidence-based policy inputs, outcome monitoring frameworks, inter-departmental convergence, and structured review mechanisms.

AND WHEREAS CGF specializes in designing and implementing large-scale social and developmental projects in India, generating evidence through research studies and field level implementation work; and in collaboration with the Government will be accelerating improvements in health, nutrition and overall wellbeing of urban citizens in Uttar Pradesh.

AND WHEREAS, the State Transformation Commission, Government of Uttar Pradesh

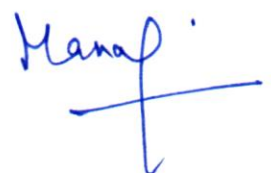
and CGF have agreed to collaborate and work together to drive improvements in health, nutrition and wellbeing of citizens living in urban areas in Uttar Pradesh, to promote inclusive and sustainable growth, and enhance economic and social development of Uttar Pradesh.

AND WHEREAS, State Transformation Commission, Government of Uttar Pradesh and CGF (hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**") recognizing the benefits of genuine, substantive cooperation and wishing to pursue such cooperation have entered into this Memorandum of Understanding (hereinafter referred to as the "**MoU**") in a spirit of trust and co-operation.

NOW THEREFORE, this MoU witnesses as follows:

ARTICLE I
Scope and Purpose

1. The purpose of this MoU is to provide knowledge and advisory support within which, the State Transformation Commission, Government of Uttar Pradesh and the CGF will -
 - Solve issues and challenges related to the health and overall wellbeing of urban poor and informal workers in Lucknow and other urban areas of UP;
 - Develop and facilitate the rollout of integrated models that enhance health and overall wellbeing of urban poor and marginalised people in 3 large cities of UP, in convergence with Health, Urban Development and other related Departments;
 - Enable early screening for occupational health issues, and facilitate the rollout AI and tech-enabled screening programs for urban poor and marginalised people;
 - Provide technical and advisory support for contextualised model design as required - including diagnostics and rapid assessments, development of SOPs and protocols, robust monitoring and data systems, capacity building and training, quality assurance and process optimization, documentation for scale-up, and policy advisory to enable convergence across government schemes and stakeholders.
 - Enable data-driven governance and convergence across Departments to support sustainable and scalable integrated urban health and nutrition models and systems.
 - Facilitate convergence with the private sector, CSR organizations, and NGOs.
2. The collaboration between the Parties will be implemented with a focus on the objectives listed under Article I (1)
3. Subject to Article II, clause (5) herein below, and to their respective regulations, rules, policies, practices, procedures, the Parties shall collaborate and work



together to [promote the principles of leaving no one behind and leaving no place behind in urban areas and communities].

4. The following shall be the primary results of the collaboration in Uttar Pradesh -
 - Improved access, availability and quality of primary health care services among the urban poor and marginalised, including informal workers and labourers
 - Enhanced beneficiary satisfaction with respect to the services provided through these models.
 - Early detection and better management of diseases, including NCDs, communicable, occupational, and emerging climate-sensitive conditions
 - Evidence, and scalable, data-driven urban models that can be institutionalised and replicated in other parts of the State.

A detailed results matrix will be subsequently defined and agreed upon by both Parties, post the finalisation of the Action Plan.

ARTICLE II

General Responsibilities of the Parties

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU. The Parties agree to join efforts and to maintain close working relationships in order to achieve the objectives of this MoU.
2. The Parties, on regular basis, shall keep each other informed of all relevant activities pertaining to this MoU and shall hold consultations at any time any Party considers it appropriate. The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MoU and to plan future activities.
3. The Parties shall refrain from any action that may adversely affect the interests of the other Party and fulfil their commitments with fullest regard to the terms and conditions of this MoU and the principles of the office of the CEO, STC - UP shall also be included.
4. Each party shall nominate a focal point for this collaboration as stated under **Article X ("Notices"), clause (1)** herein below.
5. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU. i.e., maintain a defined communication channel to receive and coordinate inputs between parties and make necessary improvisations to achieve desired outputs as stated in the plan of action.

ARTICLE III

Specific Responsibilities of the Parties



- I. Subject to Article II, clause (5) herein above, the specific responsibilities of the State Transformation Commission, GoUP are as follows:
- a. Provide overall leadership, strategic direction, administrative oversight and support for the work undertaken as part of this MoU.
 - b. Facilitate coordination across departments (Health, Labour, Development Authorities, WCD etc.) for necessary approvals, permissions, and facilitation for program implementation.
 - c. Facilitate inter-departmental coordination for approvals, permissions, and effective execution of program activities.
 - d. Support data sharing (non-sensitive, aggregated) and promote use of program data for planning and monitoring purposes.
 - e. Ensure enabling environment for execution, including local administrative support and issue resolution.
- II. Subject to Article II, clause (5) herein above, the specific responsibility of CGF as follows:

Subject to Article II, Clause (5), CGF shall act strictly as a **knowledge and advisory partner**. CGF shall not bear any financial responsibility unless otherwise agreed in writing.

- a. Provide technical inputs and advisory support for the defined Scope of Work;
- b. Support the development of implementation strategies, action plans, micro-planning frameworks, and prioritization approaches;
- c. Advise on SOPs, protocols, and program guidelines aligned with applicable Government of India and Government of Uttar Pradesh standards;
- d. Recommend appropriate technology solutions and facilitate technical linkages with partners;
- e. Support the design of capacity-building frameworks and training modules for service providers;
- f. Provide strategic inputs for IEC, SBCC and community awareness initiatives;
- g. Support the design of monitoring, evaluation, and quality assurance frameworks;
- h. Facilitate non-binding convergence with CSR partners, private sector entities, and development agencies for potential technical or financial strengthening.

ARTICLE IV
Monitoring and Evaluation

1. Both parties hereby agree that, for the seamless execution of the obligations delineated in Articles I, II, and III of this Memorandum of Understanding (MoU), they shall each appoint a Review Officer. The appointed Review Officer shall be responsible for monitoring the overall implementation of the provisions outlined in the MoU and presenting their findings to the competent authority.
2. The Parties shall maintain regular close consultations to monitor and review the progress of activities for each joint project that may be agreed upon.
3. The Parties will share with each other all relevant information and documents, including research, reports and any other information related to the activities, outputs and final impact of this collaboration.
4. The Parties may wherever possible and as appropriate, undertake joint missions with respect to the project.

ARTICLE V
Termination

1. This MoU may be terminated by either Party giving the other party a written notice of thirty (30) days prior to its intention to terminate. In the event of termination, the Parties will take the appropriate steps to bring activities under this MoU to a prompt and orderly conclusion
2. The termination of this MoU shall not affect any other agreement already entered into by either Party.

ARTICLE VI
Amendments

1. This MoU may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this MoU will be settled by the Parties in keeping with the general objectives of the MoU and in a manner that is conducive to continued good relations.

ARTICLE VII
Dispute Settlement

1. In the event of any dispute or difference between the STC - GoUP and the CGF arising out of or in connection with this MoU or its performance, the Parties shall use all reasonable endeavors to amicably discuss and resolve the Dispute through



mutual consultations

2. This MoU shall be governed by and construed in accordance with the laws of India. Subject to applicable law, the courts having competent jurisdiction shall have jurisdiction over any disputes arising out of or in connection with this MoU.

ARTICLE VIII

Privileges and Immunities

1. No provision of this MoU will be construed so as to in any way interfere with the independent decision-making autonomy of the Parties, with regard to their respective mandate, activities and operations.
2. This MoU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations and individuals.
3. CGF shall not be liable for any direct or indirect loss, including but not limited to clinical outcomes, device performance, service delivery failures, or third-party actions arising from implementation of the program.

ARTICLE IX

Use of the Name, Emblem or Media

1. Neither Party will use the name or emblem of the other Party, or an abbreviation or any intellectual property thereof, in connection with its business or otherwise, without the express prior written permission by a duly authorized representative of the Party in each case.
2. Neither Party has the authority, express or implied, to make any public statement on behalf of other Party and all press releases issued in relation to this MoU shall be approved in writing in advance by the Parties before being issued.
3. CGF shall retain all preexisting intellectual property and intellectual property rights over tools, methodologies, research, software, frameworks, and materials developed by CGF.

ARTICLE X

Notices

1. Any notice required to be given by either Party under this Agreement shall be given in writing and shall be deemed given when actually received by the other Party, to the following addresses below:



<u>First Party</u>	<u>Second Party</u>
For Operational Matters:	For Operational Matters:
Names:	Names:
Title:	Title:
Address:	Address:
Telephone Number:	Telephone Number:
Email Address:	Email Address:

ARTICLE XI

FINANCIAL ARRANGEMENTS

This MoU is non-financial in nature. All capital and operational expenditure, including procurement, deployment, infrastructure, human resources, and technology, shall be undertaken and borne solely by the Government of Uttar Pradesh or its designated agencies, in accordance with applicable laws, rules, and procedures.

CGF shall have no financial liability or obligation of any kind under this MoU, whether direct or indirect, unless expressly agreed through a separate written agreement duly executed by both Parties.

Nothing contained in this MoU shall be construed as creating any financial obligation on CGF. Any financial engagement involving CGF, if contemplated, shall be governed exclusively by separate written agreements or work orders, subject to mutual consent.

Program-related investments may be undertaken by the Government of Uttar Pradesh directly or through convergence with CSR partners, private sector entities, or development agencies, as deemed appropriate.

ARTICLE XII

Confidential Nature of Documents

Information that is considered proprietary by either Party or that is shared or disclosed to the other, and is designated as confidential, shall be held in confidence by that Party and shall be used for the purpose for which it was disclosed.

ARTICLE XIII

Data Security

Any data or information shared by either Party ("Disclosing Party") with the other Party ("Receiving Party") shall be used solely for the purposes of fulfilling obligations under this MoU and only with the prior written approval of the Disclosing Party.




Both Parties agree that all information exchanged pursuant to this MoU, whether in written, electronic, or oral form, shall be treated as strictly confidential and shall not be disclosed to any third party without the prior written consent of the Disclosing Party, except where such disclosure is required by law or applicable regulatory authority.

Each Party shall ensure that such confidential information is protected with the same degree of care as it uses to protect its own confidential information, and in no event less than a reasonable standard of care.

The obligations of confidentiality under this clause shall survive the termination or expiry of this MoU.

ARTICLE XIV
Officials not to Benefit.

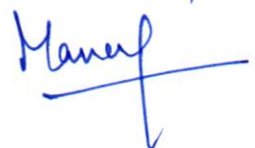
The Government of Uttar Pradesh warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the implementation of this MoU or the award thereof to any representative, official, employee, or other agent of CGF. The Parties acknowledge and agree that any breach of this provision is a breach of an essential term of this MoU.

ARTICLE XV
Conflict of interest

1. The Parties hereto warrant that at the time of signing this MoU no conflict of interest exists or is likely to arise in the implementation of its obligations under this MoU.
2. If a conflict of interest arises or appears likely to arise during the duration of this MoU, the parties hereto shall:
 - (a) Immediately notify each other;
 - (b) Make full disclosure of all relevant information relating to the conflict; and
 - (c) Take such steps as reasonably required to resolve or otherwise deal with the conflict.

ARTICLE XVI
Legal Status of the Parties

1. Nothing contained in or relating to this MoU shall be construed to create a legal partnership, a joint venture, employment or agency relations' between the



- Parties.
2. The officials, representatives, employees, or subcontractors of either Party shall not be considered in any respect as being employees or agents of the other Party.
 3. The collaboration between the Parties under this MoU shall be on a non-exclusive basis.

Except for Articles V (Termination), VII (Dispute Resolution), IX (Use of Name), XI (Financial Arrangements), XII (Confidentiality), XIII (Data Security), XVI (Legal Status), and any other provisions intended by their nature to survive, this MoU is intended only to record the understanding of the Parties and does not create legally enforceable obligations.

ARTICLE XVII
Entry into Force

This MoU shall enter into force upon signature by the authorized representatives of the Parties, being effective from the date of the latest signature and shall remain valid for a period of 5 years from the execution of this MoU, unless earlier terminated by either Party in accordance with **Article V ("Termination")** above.

ARTICLE XVIII
Entire MoU

This MoU constitutes the entire understanding of the Government of Uttar Pradesh and CGF with respect to its subject matter and supersedes all oral communications and prior written documents.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the State Transformation Commission, Government of Uttar Pradesh & CGF have signed this MoU at the place(s) and on the date(s) herein below indicated-

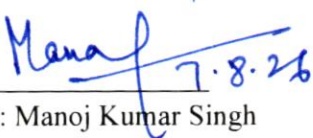
ARTICLE XIX
Force Majeure

Neither Party shall be liable for failure or delay in performing its obligations under this MoU due to events beyond its reasonable control including natural disasters, epidemics, governmental restrictions, war, civil unrest or other force majeure events.



For and on behalf of the CEO, STC GoUP

**For and on behalf of Collective Good
Foundation**

 Name: Manoj Kumar Singh Designation: Chief Executive Officer Place: Lucknow Date: 07 th Aug, 2026 Seal: _____ Witnesses: (Name & Address) 1. _____ 2. _____ Date: _____	 Name: Ashwin Deyanath Designation: _____ Place: Lucknow Date: 07 th Aug, 2026 Seal: _____ Witnesses: (Name & Address) 1. _____ 2. _____ Date: _____
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