



ZMT CLINIC
NETWORK

AGREEMENT BETWEEN

IRD PAKISTAN (PVT.) LIMITED.

AND

THE ZUBAIDA MACHİYARA TRUST

This Agreement ("Agreement") dated Wednesday, January 1st, 2020 ("effective date") is being duly executed by and between:

IRD Pakistan (Pvt.) Limited. (hereinafter referred to as "IRD"), is a health delivery and research organization committed to saving lives through improvements in global health, and Whose primary place of business is located at: 4th Floor, Woodcraft Building, Plot 3 & 3A, Sector 47, Korangi Creek Road, Karachi, Pakistan.

And

The Zubaida Machiyara Trust (hereinafter referred to as "ZMT"), is a Charitable Organization (Non-profit) which is providing primary healthcare services to the most deserved and under privilege people in Karachi, and whose primary place of business is located at 22-B, Fatima Jinnah Road, Muhammad Ali Housing Society Karachi

Individually referred to as "Party", collectively known as "the Parties".

WHEREAS

- A. The present agreement is in execution of the Grand Challenges Canada, Grant Agreement Letter for the project entitled "Integrating a Comprehensive Mental Health Care Model within Maternal Health Care Service Delivery in Karachi, Pakistan" (the "Project"), entrusted to IRD.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. PURPOSE OF THE AGREEMENT:

In light of their respective missions, IRD and ZMT, recognize the commonality of purpose that exists between them and agree to take appropriate steps to build relationships amongst each other and their staff. The cooperation will be carried out in a spirit of friendship and goodwill and with the intent of guiding effective and efficient interventions to increase access to mental health services within lowincome communities in Karachi.



II

2. SCOPE OF WORK:

Both parties to this contract guarantee that they wish to co-operate in the realization of the Project and that shall give their best efforts and use their experience and knowledge to carry out the activities as mentioned in Schedule 1 of this agreement

3. PERIOD OF PERFORMANCE:

The period of performance for this partnership shall be from January 1, 2020 to December 31, 2020 (the "Project Period").

4. CONFIDENTIALITY

All information related to this contract shall be treated by both parties as strictly confidential. IRD and ZMT agree not to publish or use such information, and to use reasonable efforts to maintain the confidentiality of such information. Exceptions to this article include information that was known by the receiving party prior to disclosure by the disclosing party; information that is public knowledge or becomes public knowledge through no act or omission of the receiving party; information that is lawfully disclosed or made available to the receiving party by a third party having no direct or indirect obligation to maintain the confidentiality of such information; or information that is required to be disclosed by the receiving party by law or court order.

5. INTELLECTUAL PROPERTY RIGHTS

IRD, as main recipient for this grant, reserves a royalty-free, non-exclusive and irrevocable right to reproduce, publish, translate or otherwise use any publications or materials developed under this award, acknowledging authorship of ZMT and other related partners, provided that adequate notice is given and wherever adequate, permission is sought from ZMT of such reproduction, publication or translation.

6. DATA SHARING AND PUBLICATIONS

- 6.1 Both parties agree to work together to collect high quality and ethical data, which may or may not be used for research publications. If there are any gaps in data collection, ZMT must inform IRD in a timely manner.
- 6.2 Both parties may have access to each other's identifiable data. It is the joint responsibility of both parties to ensure that patient identities are not disclosed to any third party under any circumstances.



- 6.3 Prompt publication of the results of the project is encouraged. Authorship on papers should reflect the normal convention of including in appropriate order of the investigator(s) of the idea of the paper, the person(s) carrying out the research and the writer(s) of the manuscript.
- 6.4 Since this project is collaborative, IRD will acknowledge relevant ZMT team members as co-authors, as appropriate, on any publication, and their contribution on any oral or written presentations, disclosures, and publications resulting from any and all analyses of shared research data.

7. MODIFICATIONS

Modifications to this Agreement can only validly be made and shall come into force only when agreed upon in writing and duly signed by both parties.

8. DISPUTES

Every effort shall be made to resolve any disputes arising in connection with this contract in an amicable and informal manner. In case of failure to reach a resolution, any dispute shall be finally settled through arbitration under the Arbitration Act 1940 and any rules made thereunder. Any and all hearings shall be conducted in the English language at a location mutually agreed upon by the parties. Judgment upon the award rendered may be entered into any court having jurisdiction. Parties accept the arbitral decision as final and binding. Each party agrees to bear its own costs and legal fees.

9. FORCE MAJEURE

Neither party shall be liable for any breach of this contract, caused by or resulting from prohibition or restriction by any government, fire, flood, storms, power failures, major equipment breakdowns, war, labor troubles, accident, riot, or other events beyond a party's control, provided that the party whose performance is affected promptly advises the other party in writing of the event of force majeure and makes a reasonable attempt to satisfy its obligations hereunder, notwithstanding the event of force majeure.

10. MISCELLANEOUS

- 10.1 Without the prior written approval by IRD, ZMT may not assign or transfer the rights and obligations of this agreement wholly or partly to a third party.
- 10.2 Even under an approved transfer of obligations, ZMT remains entirely responsible for the execution of this agreement by the third party.
- 10.3 Schedule 1 below forms an integral part of this agreement.
- 10.4 Any extension of the project period requires prior written approval of IRD, pending further approval from GCC.

11. TERMINATION:

- 11.1 During the agreed period IRD may terminate this agreement in case:



- 11.1.1 Grand Challenges Canada (GCC), in writing, indicates its intention to withdraw complete financial support from the Project and IRD is incapable of continuing the Project without this support;
- 11.1.2 The execution of this contract does not meet reasonable standards for executing the scope of work performed by ZMT; and
- 11.1.3 ZMT or its personnel harms in any way the interests of IRD, or does not comply fully by the obligations as laid down in this Agreement.

11.2 This Agreement shall terminate upon the completion of the project period or if the following circumstances apply:


- 11.2.1 It is agreed that the said agreement may be terminated by mutual written consent of both parties.
- 11.2.2 Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.

Agreed and accepted on behalf of:

IRD Pakistan (Pvt.) Limited

Zubaida MacN ara Trust

Zubaida Machiyara Trust



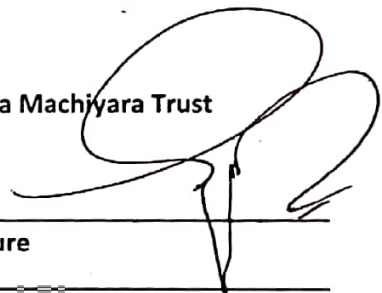
Signature
Aneta Pascha

Name
Country Director

Title of signatory
January - 23 - 2020

Date

Date



Signature

Name Dr. Syed Azwar Nadeem
Title of signatory M. Director
Date 23-01-2020

Date 23-



Schedule 1 Scope of Work

ZMT agrees to:

- Implement IRD's Pursukun Zindagi (PSZ) model for the integration of mental health services into its primary care clinics.
- Provide IRD with the names and locations of the clinics in which it wishes to prioritize the integration of mental health services.
 - Incorporate and use the PSZ mHealth app for any and all data collection related to this project
 - Collect and report data on the PSZ model integration using tools/questionnaires, etc. jointly agreed upon by both parties.
 - Report any issues/problems/concerns to IRD in a timely manner.
 - Report any change in patient and clinic flow which will impact the project activities to IRD in a timely manner.
 - Share monthly progress reports with IRD to ensure compliance to the deliverables.
 - Provide match funding in the form of operational costs for the integration of the PSZ model in ZMT clinic network to the amount of PKR 10,000,000 to support implementation of the project.

IRD agrees to:


- Provide ZMT with the necessary knowledge, training, tools, technical advice and supervision in order to implement its Pursukun Zindagi mental health model.
- Provide ZMT with an essential core team of human resources to initiate mental health integration. This includes:
 - A minimum of 26 trained mental health counselors to be deployed at ZMT clinics for mental health service delivery
 - 02 psychologists to oversee the counselors
 - 01 Program Coordinator
 - 01 Field Supervisor
 - Provide ZMT with the PSZ mHealth app, with the agreed upon data security measures
 - Until the complete implementation of the PSZ Application takes place, reporting system will be maintained on paper until the app is initially rolled out on February 15th 2020
 - Provide ZMT with the associated equipment required for implementation. This includes: phones and laptops (for program team)
 - Provide ZMT with monitoring and evaluation support in order to effectively compile and analyze data related to the implementation of the PSZ model
 - Work with ZMT, to resolve any issues/problems/concerns raised with regards to implementation of the PSZ model
 - Share any templates for progress reports against deliverables, other than those that are part of the mHealth app

Both parties agree to:

- Jointly agree upon a mental health integration protocol suited to ZMT's context and settings
- Jointly advertise, recruit and finalize any relevant human resources that includes Program Coordinators, Field Supervisors, Psychologists and Counselors

ZMT CLINIC NETWORK

- Meet on a weekly basis in order to discuss project updates, progress, data review, and any other related matters
- Jointly work towards screening at least 32,604 participants on the PHQ-4, enrolling at least 2,869 participants and completing treatment for at least 1,004 participants (at least 4 sessions) . After the grant period, project staff can continue to use all equipment if

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- a) ZMT continues the PSZ program with an extension of the agreement
 - b) ZMT absorbs personnel on its own payroll for the continued roll out of the program

