

Schemes & Programmes at a Glance



NATIONAL TRUST



for The Welfare Of Persons With Autism, Cerebral Palsy, Mental Retardation & Multiple Disabilities
(Ministry of Social Justice & Empowerment, Government of India)

Schemes & Programmes at a Glance



National Trust

for the Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation & Multiple Disabilities
(MINISTRY OF SOCIAL JUSTICE & EMPOWERMENT,
GOVERNMENT OF INDIA)



16 B, Bada Bazar, Old Rajinder Nagar,
New Delhi - 110 060
Tel : 011-43187878, Fax : 43187823
email : nationaltrust@nic.in
website: thenationaltrust.in

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The National Trust is a statutory body under the Ministry of Social Justice & Empowerment, Government of India, set up under the National Trust for the welfare of persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities” Act (Act 44 of 1999).

Main Objectives

1. To ensure PWDs to lead Independent Life with Dignity
2. To support & strengthen NGOs & other service providers
3. To appoint Legal Guardian to take care the needs of PWDs

Major Activities

1. Training and Awareness Programmes
2. Capacity building programme
3. Shelter, Care Giving & Empowerment programmes

Understanding Disabilities

National Trust disabilities can also be termed as Developmental Disabilities. They are caused due to insult in the brain and central nervous system. These are not contagious or Progressive. They cannot be cured by drugs or surgery. Early detection and training is vital. This is done using the services of Physio-Occupational and Speech Therapist, Community Based Rehabilitation Workers and Special Educators.

The cause could be due to several environmental factors which deprive the brain of oxygen before, during or after birth.

Cerebral Palsy

Traditionally described as “an intelligent mind caught in a disobedient body”, is typified by motor dysfunction. Gross motor (sitting, sewing, painting etc.) and speech is generally affected.

Autism

Typically appears after the first two to three years of age. This affects the Social and Emotional areas of the brain leading to challenges in communication, social relationships and imagination.

Mental Retardation

The cognitive area of the brain is affected, leading to slow learning and responses. The child will take long time to understand and may need to be explained in simpler terms, one thing at a time.

Multiple Disabilities

“Multiple Disabilities” means a combination of two or more disabilities as defined in clause (i) of section 2 of the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 (1 of 1996) like Deaf blind, Cerebral Palsy with Mental Retardation, or Mental Retardation with Visual Impairment. Given appropriate training, people with the above disabilities can work productively and contribute positively to their family and community.



REGISTRATION OF ORGANIZATIONS

National Trust offers registration to Voluntary Organisations, Associations of persons with disabilities and Association of parents of persons with disabilities working in the area of Autism, Cerebral Palsy, Mental Retardation & Multiple Disabilities throughout the country.

Organisations working in the field of National Trust Disabilities can apply for Registration on-line through the web site www.thenationaltrust.in

Local Level Committee (LLC)

- ◆ Composition of a three member Local Level Committee as per section 13 of the National Trust Act - District Collector as Chairman, Representative from an NGO registered with National Trust and a Person with Disability as members
- ◆ Co-opted members - i) District Welfare Officer; (ii) Civil Surgeon or Chief Medical Officer and (iii) Reputed Lawyer in the district

Functions

- ◆ To screen, appoint & monitor legal guardian
- ◆ To promote activities such as awareness generation, and mainstreaming
- ◆ To ensure inclusion and convergence of different schemes of Govt.

Annual Grant

- ◆ Funds given to LLC can be used for conveyance etc. of LLC members for carrying out its activities.
- ◆ Every LLC gets Rs. 10000/- pa. In case of NGO member from other district, additional Rs. 10000/- pa is given for conveyance and DA as per Govt. rules.
- ◆ Every LLC can get upto a total of Rs. 50000/- pa with contribution of Rs. 20000/- pa from the State Govt. and balance from the National Trust.

LLC Quarterly Activity Report at **Annexure – A**.

LEGAL GUARDIANSHIP

Under section 14 of the National Trust Act, the **Local Level Committee** headed by the **District Collector** is empowered to appoint / remove **legal guardians** for persons with Autism, Cerebral Palsy, Mental Retardation & Multiple Disabilities. It also provides mechanism for monitoring and protecting their interests including their properties.

- ◆ Parent or a relative or any Registered Organization can apply for legal guardianship.
- ◆ It is not mandatory for any PWD to have a Guardian. However, such appointments may be very much needed depending on the nature and severity of disability.
- ◆ Property Rights of PWD do not get changed or transferred to the Guardian.
- ◆ Laws of succession & inheritance will apply in determining property rights of PWD.
- ◆ LLC can appoint and remove any Guardian.
- ◆ RBI issued directives to all banks allowing persons with disabilities (PWDs) to open bank account.

Legal Guardianship Form is at **Annexure – B** and Legal Guardianship Certificate is at **Annexure – C**.

**Major Programs
&
Schemes of
National Trust**



STATE NODAL AGENCY CENTRE (SNAC) AND STATE NODAL AGENCY PARTNER (SNAP)

The SNAC and SNAP are leading NGOs and Nodal Agencies in each state, responsible for facilitation of Awareness Programmes, Sensitization Program and Training Programs. They promote National Trust objectives and schemes in each state.

Details of the role, objective and list of SNAC / SNAP are available in the web site.

Calendar of Activity is at **Annexure - D**

Format for Physical and Financial Report is at **Annexure-D(i)**

Know your State / Quarterly Report Format is at **Annexure-D(ii)**

State Level Coordination Committee (SLCC)

For effective implementation of various rehabilitation schemes, a State Level Coordination Committee (SLCC) has been constituted as per detail -

Secretary, Social Welfare	-	Chairman
Commissioner, Disabilities (Depending on seniority / protocol)	-	Vice-Chairman
Director, Social Welfare Deptt.	-	Vice-Chairman
SNAC	-	Member Secretary
SNAP	-	Member

Awareness Programme

With the help of State Governments, District Collectors, Registered Organisation, LLCs, Information Centers and SNACs, The National Trust organizes sensitization programmes for District Administration personnel, parents, professionals, NGOs and media persons. Programmes are held at District level, Divisional level, State level and also through live satellite video conferencing.

Disability Equity Training Programme

Disability Training Equity Training Programme has been developed for orientation of the non-official members of Local Level Committees (LLC) of National Trust.

The Local Level Committee, which functions under the Chairmanship of the Collector of the District and is assisted by representative of a registered organization and a person with disability. The LLCs have been advised to further broadbase by co-opting Civil Surgeon/ Chief Medical Officer, District Welfare Officer (looking after disability) and a reputed local lawyer as special invitees.

In order to carry out these programmes for all the LLCs in the committee, a systematic Zonal Training plan for Master Trainers namely Zonal Technical Resource Trainers (ZTRT) has been worked out by dividing the entire country into 6 zones and by identifying Resource Persons for each zone. The training of these Resource Persons has already been carried out. These trainees will be training and sensitizing the members of the LLCs in their zones covering 15 districts at a time. These programmes are being conducted by State Nodal Agency Centres (SNAC) of National Trust in consultation with the Resource Persons.



SAMARTH SCHEME

Introduction

This Scheme is for residential services - both short term (respite care) and long term (prolonged care). Vocational training is mandatory under the scheme. The facilities in the home shall be available to both males and females on 50-50% basis. It has a provision for persons of all income groups like lower income and below poverty line category. Samarth centres have upto 30 residents and are encouraged to extend support to adults and destitute children.

Details of the scheme is in available in the web site.

Funding Pattern

Recurring grant @ Rs. 1600 for each beneficiaries. Additional grant @ Rs. 200 P.M for beneficiaries with Autism / severe Mental Retardation / Multiple Disabilities.

Release of Fund

Fund is released twice a year, during March and September every year.

How to Apply

Any Registered Organization of National Trust can apply under the scheme on invitation only.

Procedure for submission of project proposal is at **Annexure- E**

List of Beneficiaries is at **Annexure – E(i)**

Details of Staff Employed is at **Annexure – E(ii)**

Reporting format

A format for submitting Monitoring Chart of each beneficiary is at **Annexure- E(iii)**

Utilisation Certificate (UC)

A format for submitting Utilisation Certificate and Expenditure Statement is at **Annexure- E(iv) & Annexure – E(v)**

ASPIRATION (DAY CARE CENTRE) SCHEME

Introduction

The aim of the scheme is to work with children of 0-6 years with developmental disabilities, to make them ready for mainstream and special schools. This is an Early Intervention program. Under the scheme, assessment & evaluation of children with disabilities, motivation & counseling of parents and families etc. are done. There will be 20 children – 10 from BPL and 10 Lower Income Group (LIG).

Details of the scheme is in available in the web site.

Format

Funding Pattern

Financial assistance of Rs. 2.45 lakh P.A (Rs. 1,95,000 Recurring and Rs. 50,000 Non Recurring is being provided under the scheme.

How to Apply

Any Registered Organization of National Trust can apply under the scheme on invitation only.

Procedure for submission of project proposal is at **Annexure- E**.

Utilisation Certificate (UC)

A format for submitting Utilisation Certificate and Expenditure Statement is at **Annexure- E(iv)**. and **Annexure E(v)**

REMOTE AREA FUNDING SCHEME

Introduction

The objective of the scheme is to stimulate National Trust activities in remote districts which are not covered by any National Trust Registered NGO. These districts includes area of tribal, hilly or desert region which are difficult to access. 100 such districts are mapped under the scheme with a plan to cover 30 districts every year. Support will be provided for running the existing programs / scheme in these areas with additional grant of 20%.

Details of the scheme is in available in the web site.

Funding Pattern

As per respective scheme with 20% additional grant.

How to Apply

Project proposal as per respective scheme format is to be submitted.

Reporting Format

As per the respective scheme

Utilisation Certificate (UC)

As per respective scheme

SAHYOGI

(A Revamped Scheme of Caregivers Training & Deployment)

Introduction

Under the scheme, Care givers will be trained at different levels to offer a career path and motivation. Training of caregivers and their deployment will be done through a Care Givers Cell (CGC) established in selected NGO centres. Two agencies, one for developing curriculum and training the trainers and second for administering the program have been set up. Enrolment of Care Givers and Care Seekers are being done by respective CGCs.

Details of the scheme is in available in the web site **sahyogi.org**

Funding Pattern

Rs. 2.20 lakh is to be given for setting up the CGC in selected NGO centre as per detail

- ◆ Rs. 1 lakh for setting up CGC
- ◆ Rs. 1 lakh to meet initial recurring cost
- ◆ Rs. 20,000 for initial publicity / awareness drive

How to Apply

Application for Care Seekers / Care Givers can be submitted to the nearest Care Givers Cell (CGC). List of CGC is available in the web site

Reporting Format

Utilisation Certificate (UC)

As per **Annexure -E(iv)**



NIRAMAYA

(Health Insurance Scheme)

Introduction

'Niramaya' is a Health Insurance Scheme to provide affordable Health Insurance to persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities. The scheme is implemented in all the districts of the country (except J & K). The health insurance cover under the scheme is provided upto Rs.1.0 lakh.

Details of the scheme along with enrolment form is available in the web site

Premium

The scheme is free for family income upto Rs. 15000 and for others there is a nominal fee of Rs. 250/- per annum which should be deposited by Cash or DD, not by cheque.

How to Apply

Enrolment of beneficiaries is being done by all Registered Organizations of National Trust. List of Registered Organizations is available in the web site.

Health Insurance Benefits

Given in ***Annexure - F***

Enrolment Form is at ***Annexure - F(i)***

Claim Form is at ***Annexure - F(ii)***

GHARAUNDA

(Group Home And Rehabilitation Activities Under National Trust Act for Disabled Adults)

A Life Long Shelter & Care Scheme

Introduction

'GHARAUNDA' is a life long shelter and care scheme for providing assured minimum quality of care services throughout the life of persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities. Services under the scheme will be provided by specially empanelled Care Service Providers who may be provided financial assistance to improve their facilities but conform to the quality standards as stipulated under the scheme. Alternatively infrastructure facilities can be set up in collaboration with the State Government and then the facilities can be handed over to such care service provider to run it as per scheme guidelines.

A sample Memorandum of Agreement (MOA) with Care Seekers and Service Provider is given in **Annexure - G** and **Annexure - G(i)**. Draft Affidavit is in **Annexure - G(ii)**.

Details of the scheme is available in the web site

Funding Pattern

Grant of Rs. 40.00 lakh will be provided for owing up of 5 seats (@ Rs. 8 lakh per seat) within the existing premises of Service Provider or for new construction and setting up of Group Home on land provided by the State Government.

How to Apply

Application from Care Seekers to avail Life Long Shelter and Care Service on payment basis can be submitted to Deputy Director (Program) throughout a year.

Utilisation Certificate (UC)

Given in **Annexure -E(iv)**



GYAN PRABHA (SCHOLARSHIP) SCHEME

Introduction

Gyan Prabha scheme is for pursuing any post school vocational training / professional courses for enhancement of skill of persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities.

Details of the scheme is in available in the website.

Eligibility

1. Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities are eligible for the scholarship
2. For pursuing post schooling any professional course or vocational training and other creative activities from recognized institutions for self employment / employment.
3. Scholarship will be awarded for pursuing only one course.
4. Continuation / renewal of the scholarship for next year will depend on successful performance in course in the preceding year with minimum 50% marks
5. Monthly family income of the beneficiary should not be more than Rs.15,000/- from all sources. Family income includes income of the parent/guardian.

Scholarship

Scholarship amount shall be up to Rs. 700/- pm per person for 1000 persons every year.

How to Apply

Format of application along with the list of enclosures is at **Annexure – H**.

Application can be submitted throughout the year to the State Nodal Agency Centre or National Trust, Delhi.

UDDYAM PRABHA (INCENTIVE) SCHEME

Introduction

Uddyam Prabha scheme is for promoting income generating economic activities for self-employment of persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities through incentives. Under the scheme incentive will be provided for availing loan for any income generating economic activity.

Eligibility

- (1) Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities
- (2) Age 18 years or above
- (3) Loan for income generating activities from recognized financial institutions, banks etc.
- (4) No default in repaying the loan.

Incentive

Incentive upto 5% for BPL and 3% for other categories will be given per annum upto 5 year on a loan amount upto Rs.1 lakh. For example, an eligible person below poverty line will get upto 5% of 1 lakh loan amount i.e. Rs. 5000/- pa for 5 years.

Target

The scheme aims to benefit 1000 persons every year.

How to Apply

Format of application along with the list of enclosures is at ***Annexure – I***.

Application can be submitted throughout the year to the State Nodal Agency Centre or National Trust, Delhi

ARUNIM

Introduction

ARUNIM (Association of Rehabilitation under National Trust Initiative of Marketing), is a Marketing Federation for development and marketing of products made by persons with Disabilities. Its objective is to facilitate marketing of products made by persons with disabilities in the domestic and international markets. Details available in the website www.arunim.in

Vision

To Empower and Enable people with disabilities to become economically contributing and participating members.

Mission

To facilitate enterprises that can offer products and services to cater to the domestic and overseas markets, while ensuring self sustenance and equality especially for people with developmental disabilities.

How to Become a Member

NGOs registered with National Trust can become a member of ARUNIM. Form of Registration is at ***Annexure – J***.

Membership Fee

Rs. 500 p.a. in form of Cheque / DD drawn in favour of ARUNIM and payable in New Delhi.

ABILINE

National Trust in collaboration with Aarth-Astha, an NGO, introduced an Ability Helpline named “Abiline” for persons with disabilities for providing information and counseling on Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities. It was inaugurated by Dr. A. P. J. Abdul Kalam, hon’ble former President of India on 22nd September 2008. **Abiline number is 91-11-26466250**

Abiline provides following information of the National Trust :

- ◆ Counseling through a professional counselor : visit or call or email
- ◆ Referrals & Information through IVRS as well as Counselor on:
- ◆ Laws & Rights,
- ◆ Facilities, Schemes,
- ◆ Disability Certificate,
- ◆ Education,
- ◆ Health,
- ◆ Guardianship &
- ◆ Disability related Other Issues.

INFORMATION KIOSK

National Trust has established 6 Information Kiosks in the following hospitals in Delhi :-

- ◆ R.M.L. Hospital,
- ◆ Lok Nayak Jai Prakash Hospital,
- ◆ All India Institute of Medical Science (AIIMS),
- ◆ Safdarjung Hospital,
- ◆ G.T.B. Hospital and
- ◆ Institute of Human Behavior & Allied Sciences (IHBAS)

The hardware of these Information Kiosks were provided by Delhi Government. The software part has been conceived and developed by National Trust. The objective of the Information Kiosks are information disseminate, sensitize the masses and the relatives of persons with Autism, Cerebral Palsy, Mental Retarded and Multiple Disabilities about the National Trust Disabilities. Information Kiosks generate hopes in the minds of the viewers. It includes textual and video content which is very useful and appreciate by the users.

NATIONAL RESOURCE CENTRE

Introduction

The aim is collating and collecting all the technologies developed in the country and placing them together at one place so that the stakeholders and users have access and they get information about the different kinds of Aids and Appliances and softwares etc. The resource centre will have the facilities for a demonstration and practical use by the persons with disabilities so that they can have a feel of the device and it will also give them fair idea for purchasing or using that device. The centre will have all the relevant information about the device like price, availability, usage and contact persons for best practices etc.

Components of the Project

1. Collating the already developed technologies.
2. Getting the feedback from users.
3. Selection of the Resource Centre
4. Putting the Demo Items in the centre. Provision of live demonstration will have to be arranged.
5. Identifying the gap areas in availability of Hardware Devices, Software packages, Non-ICT Gadgets & Content through Internet Portals.
6. Development of new devices/software/Gadgets/Content as per user need as would be decided by the empowered committee, etc.

Benefits

1. Opportunities for care givers, professionals, persons with disabilities and their families to be acquainted with the devices and taking decision for buying the particular device.
 2. To facilitate the users and providers for feedback of the devices.
 3. Sharing of all the devices developed at small scale/single for locally/regional use.
 4. Experience sharing between various research institutions, persons with disabilities and other stakeholders, etc.
-

INNOVATIVE PROJECTS

To support, new and creative ideas and help them to develop budgetary provision was made for Innovative Projects. During the year many proposals were supported as detailed below:

Neuro-Sensory Park

Tropical Health Foundation of India (THFI), Kerala proposed to set up three Neuro-Sensory Parks for children with Autism Spectrum. Accordingly, a sum of Rs. 4.32 lakh was released for construction of 3 such parks.

Vocational Training Centre (VTC) and Sensory Garden

National Association for the Blind, Nasik proposed to set up VTC and Sensory Garden for persons with *Multiple Disabilities*. Accordingly, a sum of Rs. 5 lakh for VTC and Rs. 4 lakh for sensory garden were sanctioned and first installments of Rs. 2.5 lakh and Rs. 2 lakh respectively were released. Depending on the utilization and performance, further installments will be released.

Road Safety Aspects and Right of Way

National Trust sponsored Samarthyam, National Centre for Accessible Environments, a Delhi based research organization to conduct "Research Study & Pilot Project on Road Safety Aspects and Right of Way for Vulnerable Group - persons with disabilities covered under the National Trust".

The area covered under the project was 1 km radius of National Trust previous office at K. G. Marg. The research report recommendations and design solutions have been implemented by the New Delhi Municipal Council (NDMC) to a great extent. As an impact of the implementation process, NDMC is trying to make all its construction accessible to persons with disabilities in the refurbishment of areas falling under the Commonwealth Games 2010.

Project KAVI- A Mobile Embedded Platform for Children with Cerebral Palsy by IIT, Chennai

An embedded product, *Kavi*, capable of running text to speech (named *Hope*) and picture to speech software (named *Sanyog*) has been developed by IIT, Chennai. The product is portable and can be easily mounted on wheelchairs as and when required. Since the software Hope or Sanyog work through letters of alphabet in small groups. This is done by clicking of



a mouse to select desired alphabet, such clicking of mouse may still be a difficult task for persons with Cerebral Palsy because of poor hand function.

To overcome this, IIT, Chennai has developed a proximity switch ‘Non-Contact Switch Device’ in *Kavi*. For fabrication and manufacturing of the product, Rs. 9.82 lakh has been sanctioned which includes supply of 10 products free of cost. The first installment of Rs. 4.91 lakh has also been released to start the project.

Kathamala

‘Kathamala’ is a voice output device for communication needs of people who are non-verbal. This is very common among people with Developmental Disabilities. This has been developed by Indian Institute for Cerebral Palsy, Kolkata (A State Nodal Agency Centre of National Trust in West Bengal) in collaboration with IIT, Kharagpur.

This is an assistive device used as a communication aid, it facilitates activities of daily living, education, work, recreation.

The feature of Kathamala includes – operation by battery, total 16 messages can be stored, easy recording system with soft tactile switches etc. National Trust funded the manufactured of 200 pieces which have been distributed to some organizations and the SNACs.

Access for All - Audio-Visual (AV) Training Toolkit

National Trust supported preparation of Technology based training learning material e.g. AV Toolkit, which shall cover technical subjects such as Architectural Access, Experiential exercises, Accessible Website Designing, Communication Methodologies of Access to Relationships.

AV Toolkit is designed by Samarthyam, National Centre for accessible Environments, New Delhi in a film format with voice over in Hindi and English, sign language interpretation and easy to understand graphics.

Training Centre for Deepshikha Ranchi

National Trust has sanctioned an amount of Rs. 10 lakh to Deepshikha, Ranchi (SNAC, Jharkhand). This is for construction of residential facility. This is to encourage more people to come from rural areas for training as rehabilitation professionals.

WEB SITE AND MANAGEMENT INFORMATION SYSTEM (MIS)

Web Site

A dynamic website has been developed in house, with regular updates on its latest schemes and action plans.

Management Information System (MIS)

Management Information System (**MIS**) is an initiative of the National Trust to ensure further transparency in its working as well as to reach out to its registered organisations (RO) with more information and on-line access to facilities like – submission of applications for various schemes, reviewing the status of applications, profile updation of ROs, submission of progress reports, expenditure reports and utilisation certificates, fund calculator for schemes, etc.

Presently, only registered organisations with their Email-Ids correctly recorded with the National Trust can access MIS.

How to Access MIS

1. Accessing MIS is simple
2. Users have to first log in to the National Trust website (www.thenationaltrust.in) and click About MIS icon
3. New Users will be required to first register for MIS by clicking at “Create profile for MIS access”.
4. The system will require User’s Email-Id as recorded with the National Trust.
5. If Email-Id is not recorded, then the system will not allow access and then the User will be required to first get his Email-Id recorded with the National Trust through alternative modes like phone, email etc.
6. After successfully filling the requisite details in the Register Account page, the system will send an email containing User Name & Password. A confirmation message will also come which the user has to activate.
7. User will be required to login to his email and read the system generated message. The User Name & Password need to be noted carefully, which will be required to login the MIS.
8. User can now access MIS through Login MIS icon in the Home page or from login icon at the bottom of About MIS page.
9. User should login and immediately update his profile

Annexures

Annexure - A

QUARTERLY REPORT FORMAT FOR LOCAL LEVEL COMMITTEES

LLC QUARTERLY ACTIVITY REPORT

For the Quarter Ending

Report/Letter No No & Date

PART A

1. District

2. State

3. Details of the Local Level Committee Members

S.No.	Designation	Name	Mobile No	Email	Other Contact No.
(i)	Chairperson				
(ii)	NGO Representative				
(iii)	PWD				
(iv)	Distt Welfare Officer				
(v)	CMO				
(vi)	Lawyer				
(vii)					
(viii)					

4. Details of Meeting(s) held during the year

Date	Decisions Taken/ Action Points	Follow up Actions Taken

Please attach separate sheets if required

Schemes & Programmes at a Glance

5.1. Details of Bank Account

Account No	IFSC Code
Bank Name Branch Address	

5.2. Details of Receipts & Utilization of Fund from National Trust during the year

Date of Receipt	Amount Received	Amount Utilized	Utilization Certificate sent to National Trust vide letter No. & date
Opening Balance			

5.3. Details of Receipts & Utilization of Fund from Other Sources during the year

Date of Receipt	Source	Amount Received	Amount Utilized
Opening Balance	All Other Sources		
	State Govt.		

6. Details of Legal Guardians Appointed

S.No.	Particulars	Till Last year			During This Year		
		Male	Female	Total	Male	Female	Total
1.1	Total No. of Applications Received for Appointment of Legal Guardians						
1.2	No. of Applications Approved						
1.3	No. of Applications Pending						
1.4	No of Applications Rejected						
2.1	Total No. of Legal Guardians Appointed						
2.2	Less No of Guardians Died/ Removed etc.						
2.3	Net No. of Legal Guardians						
3	Net No. of PWDs covered						
4	No. of cases where Property Details in form C & D Rule 27(1)(2) are obtained						
5	No of Cases in which Bank Transaction Details are obtained						

7. List of Legal Guardians Appointed during the year

S.No.	Date of Appointment	Certificate No	Name of Ward	Gender of Ward	Main Disability of Ward (A/ CP/ MR/ MD)	Name of Guardian	Date when Property Details Obtained	Validity Status of Guardianship
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								

Please attach separate sheets if required

PART B

8. Schemes & Programmes in the District during the year

S.No.	Scheme	Expected Role of LLC & District Collector (DC)	Amount Spent by LLC/ DC	No. of Beneficiaries
1	Niramaya	Enrollment, Certification		
2	Uddyam Prabha	Recommendation, Facilitation		
3	Gyan Prabha	Recommendation, Facilitation		
4	Sahyogi	Awareness Generation, Facilitation		
5	Remote Area Funding	Awareness Generation, Facilitation		
6	Samarth	Monitoring		
7	Aspiration	Awareness Generation, Monitoring		
8	Disability Equity Training	Participation, Sensitization		
9	Awareness Generation Programmes	Participation, Sensitization		
10	Parents Meet	Implementation		
11	SHG/ Parents Association	Formation, Facilitation		
12	Development / Translation of Awareness Materials into Local Language	Implementation, Facilitation		
13	National Trust Annual Awards	Recommendation, Facilitation		
14	Legal Guardian	Appointment, Monitoring, Dispute Resolution		
15	Disability Certificate/ID Cards	Co-ordination with district authorities		
16	SLCC/ SNAC/ SNAP/ Regd. Organization	Co-ordination		
17	All Other Schemes in the District	Convergence, Co-ordination, & Protection of rights/ share of PWD		
18				
19				
20				

Please attach separate sheets if required

9. Brief Write up on (*Please attach separate sheets if required*)

1. Any Role Model in the District (Individual PWD)

2, Any Success Story in the District (Individual/ Group/ Organization

3. Outstanding NGO in the District

4. Good Practices in the District (LLC Offices/ Collectorate/ Govt. Offices)

PART C

10. Please give your response to the following

1. Do you have a separate office premise/room for LLC? Yes/No
If 'No', what steps are being taken to set up such an office? If 'Yes', give address

2. Is the District Collector's Office disabled friendly/ barrier free? Yes/No
If 'No', what steps are being taken to make it so? If 'Yes', state what steps were taken?

3. Are your all planning and schemes in the district inclusive keeping PWDs in mind? Yes/No
If 'No', what steps are being taken to make them so? If 'Yes', state what steps were taken?

4. Do you have any disaster management plan for the district keeping PWDs in mind? Yes/No
If 'No', what steps are being taken to make it so? If 'Yes', state what steps were taken?

5. Do you organize exclusive camps only for PWDs for various programmes & activities like issuing disability certificate, appointment of legal guardians, distribution of pension or assistive devices etc? Yes/No
If 'No', why not? If 'Yes', specify date, venue, purpose, activities and outcome of such camps held in this year.

6. Have you earmarked any day in your office for addressing disability related issues? Yes/No
If 'No', why not? If 'Yes', specify day and outcome of such an approach.

7. Have you constituted sub-committees for assisting LLC? Yes/No
If 'No', what steps are being taken to constitute them? If 'Yes', give their details.

8. Have you nominated / co-opted other district officials/non officials in LLC? Yes/No
If 'No', why not or what steps are being taken to do so? If 'Yes', give details about them and their roles assigned.

9. Do you maintain proper records of your activities particularly about guardianship certificates? Yes/No
If 'No', what steps are being taken to do so? If 'Yes', give details with steps, if any, taken to make such records electronically available on website.

10. Have you taken measures to prevent misuse of invalid/ cancelled guardianship certificates? Yes/No
If 'No', why not or what steps are being taken to do so? If 'Yes', give details with outcome.

Schemes & Programmes at a Glance

11. Are issues concerning disabilities regularly reviewed alongwith other issues in general review meetings in the district? Yes/No
If 'No', why not or what steps are being taken to do so? If 'Yes', give details with outcome.

12. Have you organized training/ sensitization programmes for various officials/ authorities in the district about issues concerning disabilities? Yes/No
If 'No', why not or what steps are being taken to do so? If 'Yes', give details with outcome.

13. Do you co-ordinate with SLCC/SNAC/SNAP and organizations registered with the National Trust from your district? Yes/No
If 'No', why not or what steps are being taken to do so? If 'Yes', give details with outcome.

14. Do you access National Trust website regularly on atleast weekly basis? Yes/No
If 'No', why not? If 'Yes', how frequently do you access? Also give your feedback/ suggestions.

11. Did you know that

- | | | |
|----|---|-------------------------------------|
| 1 | It is mandatory for LLC to have quarterly meetings | <input type="text" value="Yes/No"/> |
| 2 | Every six months, LLC has to send report on guardianship | <input type="text" value="Yes/No"/> |
| 3 | Tenure of LLC is for 3 years but it will continue even after 3 years till it is reconstituted | <input type="text" value="Yes/No"/> |
| 4 | Forms C & D under Rule 27 of the National Trust Act are specifically available to monitor the functioning of guardians | <input type="text" value="Yes/No"/> |
| 5 | National Trust provides Rs. 10000/- pa to every LLC. Additional grant of Rs. 10000/-pa is provided for travelling of NGO-Member in case he/she is from neighbouring district | <input type="text" value="Yes/No"/> |
| 6 | A Total Grant upto Rs. 30000/- pa can be provided by the National Trust to LLCs if the State Govt. also provides its share of Rs. 20000/- | <input type="text" value="Yes/No"/> |
| 7 | Grants so provided to LLCs can be utilized at their sole discretion which includes expenditure on travelling of members to attend meetings. Yes/No | <input type="text" value="Yes/No"/> |
| 8 | Every year, National Trust provides Awards to the best LLC during its Annual General Meeting | <input type="text" value="Yes/No"/> |
| 9 | National Trust organizes Disability Equity Training for LLC members | <input type="text" value="Yes/No"/> |
| 10 | National Trust website nationalltrust.org.in or the national trust.in is regularly updated almost on daily basis | <input type="text" value="Yes/No"/> |
| 11 | National Trust has launched an Ability helpline or Abiline | <input type="text" value="Yes/No"/> |

12. Any other point which you will like to share

FORM-A
Application for Legal Guardianship
[See rule 16(1)]

Form of application to the Local Level Committee by a patient, relative or a registered organization for appointment of guardian for a person with Disability

From

Date:

To

The Local Level Committee.

Sir/Madam

_____ is a person with disability and requires protection of his person and property through a guardian. We hare by request that _____ be appointed as guardian of the said _____ for the protection of his person property.

We furnish hereunder further details and request early decision :

- 1 Particulars of the person to be provided guardian
Name :
Age :
Nature of Disability:
Address :

- 2 Particulars of the person proposed to be appointed as guardian
Name :
Age :
Relationship with ward, if any :
Address :

We enclose herewith disability certificate of the said _____ obtained from _____

Yours Faithfully,

Authorised Signatory

Name:

Description:

Office Stamp

Witness

1st Witness

2nd Witness



Consent of the person proposed to be appointed Guardian

I hereby agree to be the guardian of the person and property of _____ and shall discharge my obligations with due diligence.

Signature :

Name:

Date:

Consent of the guardian, If any, to the aforesaid proposal

I hereby agree to the above proposal to appoint _____
_____ as the guardian of _____

Signature:

Name:

Date:



NATIONAL TRUST

For the Welfare of Persons with Autism, Cerebral Palsy,
Mental Retardation & Multiple Disabilities

(Ministry of Social Justice & Empowerment, Govt. of India)

16B, Bada Bazar, Old Rajinder Nagar, New Delhi - 110 060, Ph : 43187878
E-mail-nationaltrust@nic.in, Website-nationaltrust.org.in, thenationaltrust.in



Certificate No..... Place Date of Issue.....

Certificate of Appointment of Guardianship

[See section 14 of National Trust Act, 1999]

Form-B

[See rule 16 (2) of National Trust Rules, 2000]

Form of confirmation of appointment of guardian on application made by (1) a registered organization, or (2) parent or relative of person with disability.

The Local Level Committee situated at _____ having considered the application made by _____ for appointment of guardian for _____ hereby confirms its decision as under:

1. Name of the ward
2. Name of the guardian
3. Obligations of the guardian
 - (a) Maintenance and residential care
 - (b) Management of immovable property
 - (c) Management of movable property
 - (d) Any others

Joint Photo of
Person with
Disability and Legal
Guardian

The guardian shall furnish property to this Committee as per Form C and Form D specified under these rules.

Place:

Signature (s):

Date :

Seal of DM/DC

Stamp (of LLC):

NOTE- All earlier Certificates of Appointment of Guardianship, if any, automatically stand superseded and cancelled with the issue of this Certificate. The alternate guardian shall be

(Please see overleaf for terms and conditions)

Terms & Conditions:

- 1 This Certificate is a valid legal document of guardianship of a person with disability under National Trust Act even if he/she is more than 18 years of age and shall be accepted by all officials and authorities.
- 2 The Guardian is empowered to apply for opening & operating of account in any bank and post office on behalf of the ward (person with disability).
- 3 The Guardian is empowered to act on behalf of the person with disability in all his/her affairs whether personal/financial or related to his/her property and security.
- 4 Neither the Guardian nor the National Trust will have any ownership right or title of the property of the persons with disability and the normal Law of Succession will be applicable in all such cases.
- 5 The Guardian shall always act in the bona fide interest of the person with disability. Any omission or commission or any misuse or abuse of power vested in the guardian contrary to the interests of the person with disability will be dealt with as per prevalent law of the land.
- 6 The Local Level Committee may select an alternate Guardian so that when the Guardian is no more, the alternate Guardian can be formally appointed as Guardian, even suo-moto, by the LLC without any delay. However the alternate Guardian cannot function as legal Guardian till the formal appointment by the LLC.
- 7 “Immovable property declared on which the mentally retarded person has a share is as under:
(a) Survey No. _____, Village/Town _____, Area _____ Cent/Acre
(b) _____ do _____
- 8 In case the Guardian has to dispose of the immovable property in which the mentally retarded person has a stake then prior permission of the Local Level Committee has to be mandatorily obtained.

FORM-C

Filing of Returns in Six months

[See Rule 27(1)]

Form of return covering property of the ward to be submitted by the guardian within 6 months of his appointment as guardian.

1. Name of the guardian :
2. Name of the ward :
3. Date of appointment :
4. Inventory of immovable property of the ward received by the guardian (to be furnished item wise)
 - (I) Nature :
 - (II) Estimated market value:
 - (III) Location:
5. Inventory of the movable property of the ward received by the Guardian (to be furnished item-wise)
 - (I) Description :
 - (II) Value :
6. Pending liabilities of the ward :
 - (I) Nature :
 - (II) Amount :
7. Pending claims receivable by the ward :
 - (I) Nature :
 - (II) Amount :

I declare that aforesaid information is true and accurate to the best of my knowledge, information and belief.

(Signature of guardian)

Witness

Place:

1st Witness

Date:

2nd Witness

FORM-D

[see Rule 27(2)]

Form of account of the property and assets to be furnished by the guardian within a period of 3 months of the close of every financial year.

1. Name of the guardian :
2. Name of the Ward :
3. Immovable property of the ward held by the guardian as on (to be furnished item-wise)
 1. Nature : _____
 2. Estimated Market Value : _____
 3. Location : _____
4. Receipts and payments statement
 For the period from _____ to _____
 _____ payments _____

Heads	amount
_____ Receipts _____	
heads	amount
5. Movable assets of the ward in the charge of the guardian on _____
 _____ (to be furnished item wise)
 - ◆ Nature :
 - ◆ Amount:
6. Investments redeemed or alienated for consideration during the year ended _____
7. New Investments made during the year ended _____
 (including renewals)
8. Increase/decrease in the value of movable assets of the ward during the year ended _____
9. Brief explanation for the variation vide (8) above :

I hereby declare that aforesaid information is true and accurate to the best of my knowledge information and belief.

Signature of the Guardian

Place:

Date:

Witness

1st Witness

2nd Witness

Calendar of Activities

S. no.	SNAC A				SNAC B				SNAP			
	Activities	No. of Programmes	Frequency of Programmes	Budget (consolidated)	Activities	No. of Programmes	Frequency of Programmes	Budget (consolidated)	Activities	No. of Programmes	Frequency of Programmes	Budget (consolidated)
1	Meeting with LLC (convergence with SNAP)	2	Half Yearly	35000	Meeting with LLC (convergence with SNAP)	2	Half Yearly	20000	Meeting with LLC / Govt. officials (convergence with SNAP)	4	Quarterly	8000
2	Meeting of all Registered NGOs of the state + SNAC / SNAP	1	Annually	45000	Meeting of all Registered NGOs of the state + SNAC / SNAP	1	Annually	10000	Meeting of all Registered NGOs	4	Quarterly	12000
3	Meeting with SLAC	4	Quarterly	10000	SLAC	4	Quarterly	10000				
4	Meeting of SNAC / SNAP	4	Quarterly	10000	Meeting of SNAC / SNAP	4	Quarterly	5000				
5	Documentation / Reporting	4	Quarterly	10000	Documentation / Reporting	4	Quarterly	10000	Documentation / Reporting	4	Quarterly	3000
6	Honorarium for coordinator (full time)	1	Full Time	60000	Honorarium for coordinator (full time)	1	Full Time	48000	Honorarium for coordinator (part time)	1	Part Time	24000
7	Misc.			10000	Misc.			3000	misc.			3000
	Total			180000				106000				50000

Note - SNAC (A & B) are also expected to carry out all the activities of SNAPs within the same budget i.e. no additional budget for those districts which are not covered by any SNAP.

Annexure – D(i)

FORMAT FOR REPORTING OF PHYSICAL & FINANCIAL PROGRESS

Types of Programmes	Date of Programme Conducted	Participants/ Beneficiaries	Fund Received (with date)	Fund Utilized (with date)	Balance (if any)	Remark
Training Programme						
Disability Equity Programme (1)						
Organizational Development(1)						
Job Fair (1)						
Volunteers / Inspectors						
Inclusive Education for Pvt. School Teachers (1)						
Incl. Education for Spl. School Teachers(1)						
Lawyers, Bankers, Judicial Officers Govt. Officers, Journalists, Bus Conductors, Architects, Police etc.(1)						
Awareness Programme (10)						
Institution Programme						
Meeting with LLC (convergence with SNAP)						
Meeting with all registered Organization of the state, SNAC SNAP						
Meeting with SLCC						
Meeting of SNAC/SNAP						
Documentation / Reporting (Pl. specify)						
Date of Quarterly Report Sent						
Remark						

**“Know Your State” format
SNAC / SNAP QUARTERLY REPORT**

- a. Name of NGO:
- b. Address:
- c. Telephone Numbers:.....(O).....(M)
- d. Fax Number:
- f. E-mail ID: g. Web Site: www.....
- h. Registration No & Year:
- i. Date of working as SNAC/SNAP:
- j. Brief description of activities performed and area covered
.....
.....
- k. Vision & Mission Statement of the Organization (if any)
.....
.....
- l. Strengths of the Organization
.....
.....
- m. Areas of concern for the Organization
.....
.....
- n. Priority areas for your Organization
.....
.....
- o. How can National Trust help your organization?
.....
.....
- p. Do you have the following (Yes/No):

Particulars	Total Numbers
Library (Children, Toy, Technical)	
Computers	

First Objective - Convergence with State Government

- a. State Level Committee formed (Yes/No)
- b. Date of formation of committee
- c. No of meetings of state level committee (in past six months)

Meeting No	Meeting date	No of participants	Category of participants

- d. Sensitization program held with the following departments (in past six months)

Program Date	Ministry involved	Duration of program	No of participants	District involved

- e. Inclusion of National Trust Disabilities

Ministry	Impact on state budget (in %)	Name schemes / program in which National Trust Disabilities has been included
Social Welfare Education Rural Urban Labour Health Women & Child		

Second Objective - Data/Information & Resource Centre

The data which has to be kept at the SNAC has to be collated as per format in Annexure I. The following questions need to be filled after collating data from this questionnaire.

Please complete all questions from a to u

- a. How many families have been served in the state?
- b. How many NGOs have used the LLC services?
- c. How many NGOs are working actively in the inclusive education program?
- d. How many NGOs are referring students to SSA?
- e. How many NGOs have early intervention programs?
- f. How many NGOs have school readiness programs?
- g. How many NGOs have sheltered workshops?
- h. How many NGOs have day schools?
- i. How many NGOs have residential schools?
- j. How many NGOs do CBR work?
- k. How many NGOs do awareness training?
- l. How many NGOs do sensitization of professionals?
- m. How many NGOs are working on open placements for the 4 disabilities?
- n. What are the major problems you encounter for Disability Certification?
.....
.....
- o. No of registered organizations with details (Annexure II)
- p. No of Local Level Committee with details (Annexure II)

q. State level Schemes / programs

Name of Scheme or Department	Number of Mass people Sensitized	Number of Target People Benefited
State Govt. Local MP/MLA funds Health Dept. Education Dept. PMRY JRY Indira Gandhi Awas Yojna Disability Certificate Others (specify on separate page...)		

r. Details of Manpower:

Particulars	Number
Professionals/ Educators as per RCI Norms	
Trained Caregiver employed	
Untrained Staff	
Administrative Staff	
Utility Staff (Diver, peon etc.)	
Funding Organizations	

s. List of magazines, publications being brought out in the state

.....

t. No of caregivers trained by National Trust (List as per Annexure III)

u. No of legal guardians appointed (List as per Annexure IV)

Third Objective – Facilitation of LLCs

a. Sensitization of District Collectors (till March 31 '08)

Meeting No	Meeting date	No of participants	Category of participants

b. Disability Equity Training (till March 31 '08)

Training No	Training date	No of participants	Category of participants

Fourth Objective – Mentoring of NGOs

Name of NGO supported	How is the NGO being supported?

Fifth Objective – Parent Associations / DPOs

- Number of parent associations that have been formed with your assistance: ...
 - Number of disabled peoples organization that have been formed with your assistance:
 - What activities did you follow for forming these organizations?
-

Sixth Objective – Networking

- a. How many meetings have been held between the SNAC and the SNAPs?
- b. How many meetings have been held with other registered organizations?

Seventh Objective – Sensitization of Professional Groups

- a. Sensitization Program

Particulars	Numbers during		
	Previous Year	Current Year	Next Year Targeted
Medical Professionals / Doctors			
Para Medical Personals			
School Teachers			
Principals			
Legal Professional			
Media Professionals			
Corporate Sectors			
Architects/Builders			
Govt. Officials			
Political/Social Leaders			
Sports Players			
Cultural Groups			
Others			

SAMARTH / ASPIRATION

Centre Based Services

APPLICATION FORM

NATIONAL TRUST

For the Welfare of Persons with Autism, Cerebral Palsy,
Mental Retardation and Multiple Disabilities,
(Ministry of Social Justice & Empowerment, Govt. of India)

APPLICATION FORM FOR NEW PROPOSAL

1. Organization
Name :
Address (Office) :
(Project) :
Phone (Office) :
(Project) :
E-mail (Office) :
(Project) :
Mobile No. of Chief :
Functionary

 - 2a. (I) Name of the Act :
under which registered
 - (II) Registration No. and :
date of Registration
(Please attach a photocopy)

 - 2b. Registration No.& Date and :
expiry thereof
(As given by National Trust)
-

Annexure-E Contd.)

SAMARTH / ASPIRATION

3. Registration under Foreign Contribution Act : (Yes / No)
4. Memorandum of Association and Bye-Laws :
(Please attach a photocopy)
5. Names & Addresses of the Members of the Board of Management/ Governing body :
6. List of Documents to be attached :
- a) A copy of the Annual Reports of the two previous years which should contain the Balance Sheet (including Receipt and Payment account). Income and Expenditure Account.
- b) Activities taken up & executed in the two previous years :
7. Are you already offering programmes for persons with Autism, Cerebral Palsy, Mental Retardation, & Multiple Disabilities : Yes/No

(a) If yes, no. of years of experience in the following categories:-

Autism	
Cerebral Palsy	
Mental Retardation	
Multiple Disabilities	

(b) Are you receiving funds from other organizations:

SAMARTH / ASPIRATION

8. Project Details for which the grant-in-aid is sought
- a) Short Term Residential / Respite
- b) Long term Residential/Prolonged

Details of Programme

- 8.1 Grants applied for
- | | |
|---------------|---|
| Non-Recurring | = |
| Recurring | = |
| TOTAL | = |
- 8.2 a) Financial Year for which grant is sought
b) Year of Proposal (whether 1st, 2nd etc)
- 8.3 Grants received from other Government organizations
9. Details of Beneficiaries including those from BPL families (Annexure-II)
10. Details of Staff (Annexure-VIII)
11. Will the project be run from the organization's own building or rented building
- | | |
|-----------------|--------------------------|
| Own building | <input type="checkbox"/> |
| Rented building | <input type="checkbox"/> |
- Rental values to be developed by Revenue/PWD authorities.
12. Complete addresses and location of the project site (if different from office address)
13. Area of building space for this project (in sq. mts.)
14. Is the building used exclusively for running of the National Trust project.

List of Additional papers necessary – Undertaking on Rs.50/- Bond paper as in Annexure-IX.

Annexure-E (Contd.)

SAMARTH

- a. All moneys given as grant-in-aid and all assets required wholly or substantially out of the central grant shall not be encumbered or disposed of or utilized for purposes other than those for which the grant is given. Should the organisation cease to exist at any time or violate the above condition at any time such properties shall revert to the National Trust.
- b. The accounts of the project shall be properly and separately maintained. They shall always be open to check by an officer deputed by the National Trust or the State Govt. They shall also be open to check by the Comptroller and Auditor General of India at his discretion.
- c. If the State Govt. or the National Trust have reasons to believe that the grant is not being utilized for approved purposes the National Trust may stop payment of further installments and recover earlier grant in such manner as they may decide.
- d. The Institution shall exercise reasonable economy in its working in general.
- e. The organization agrees to make reservation for the SC /STs candidates / disabled person for appointment against the posts required for the working of the organisation in accordance with instructions issued by the Govt. of India from time to time.

Name..... Signature.....

Address.....

.....

Date.....

(Seal)

Note: Wherever not applicable, especially in case of new organization, please write Not Applicable (N.A.)

SAMARTH / ASPIRATION

NATIONAL TRUST

**For the Welfare of Persons with Autism, Cerebral Palsy,
Mental Retardation and Multiple Disabilities,
(Ministry of Social Justice & Empowerment, Govt.of India)**

List of Beneficiaries (Under Centre Based Scheme)

Sl. No.	Name of Beneficiary	Age	Address	Male/ Female	Type of Disability	Degree of Disability			Whether paying or free, and how much fees
						Mild	Moderate	Severe	
1	2	3	4	5	6		7		8

* Please indicate persons sent under judicial court order/ juvenile court order/ district officers order / belonging to economically poor families i.e., families having a monthly income of Rs.5,000 or less.

Annexure-E(ii)

SAMARTH / ASPIRATION

NAME OF THE SCHEME / PROJECT:
DETAILS OF STAFF EMPLOYED

- i) Name of the Organization:
- ii) Name and Address of the Project:
- iii) Year of Grant:

S. No.	Name, Designation and Address	Educational qualification and experience	Date of appointment and period for which employed during the year	Honorarium per month	Total Honorarium paid during the previous year	Total Honorarium Proposed to be paid during the current year (the grant year)	Whether SC/ST/OBC/ Disabled/General	Remarks
1	2	3	4	5	6	7	8	9

- Note:**
- (i) If services of personnel are used for more than one project this may suitably brought out.
 - (ii) It may be confirmed that the provisions of scheme/cost norms relating to honorarium have been made known to the Human Resource Personnel engaged by way of a note.
 - (iii) Full form of Educational and other Qualification(s) should be used in Col.3 of the above statement.

Secretary/ General Secretary
NGO Name

SAMARTH / ASPIRATION

MONITORING CHART

(for each resident separately)

1. Name of Person with Disability :
2. Age :
3. Sex : M / F
4. Type of Disability :
5. Severity Level :
6. Growth Chart

Date of Entry	Height	Weight logical	Chrono-Age	Mental Age	General Appearance	Adaptive Skills	Other remarks of Assessor	Signature

- ◆ Assessment should be done every 6 months without fail.
 - ◆ Disbursements will depend on the indicators of growth & development of the residents.
-

Annexure-E(iv)

SAMARTH / ASPIRATION

NATIONAL TRUST

For the Welfare of Persons with Autism, Cerebral Palsy,
Mental Retardation and Multiple Disabilities,
(Ministry of Social Justice & Empowerment, Govt. of India)

UTILISATION CERTIFICATE

S.No.	Letter No. & Date	Amount

Certified that out of Rs...../- of assistance sanctioned during the year.....in favour ofunder National Trust Letter No, given in the margin and Rs...../- on account of unspent balance of the previous year, a sum of Rs...../- has been utilized for the purpose of.....
.....
for which it was sanctioned and that the balance of Rs...../- remaining unutilized at the end of the year has been surrendered to National Trust (vide No.....dated..... for financial assistance.

2. Certified that I have satisfied myself that the conditions on which the assistance was sanctioned have been duly fulfilled/are being fulfilled and that I have exercised the following checks to see that the money was actually utilized for the purpose for which it was sanctioned.

Kinds of checks exercised:

- 1.
- 2.
- 3.
- 4.
- 5.

Duly certified by a
CAG approved/National Trust authorized
Chartered Accountant / Auditor

Signature.....

Designation.....

Date.....

SAMARTH / ASPIRATION**Statement of Expenditure****Item-wise Expenditure detail under recurring head**

S.No	Staff	Monthly Assistance
a.		
b.		
c.		
d.		
e.		
f.		
g.		
h.		
i.		
j.		

Item-wise expenditure detail under non-recurring head

Non-recurring	Item-wise expenditure Detail (quantity, model name, amount)
Learning /Recreation / Vocational	
*Long term stay facility (furniture & furnishings)	
Kitchen Material	
Medical / Therapeutical aids and appliances	
Total	

*For Aspiration, only Learning/Recreation/Vocational is applicable.

Annexure – F

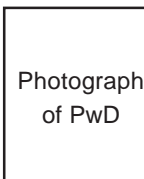
HEALTH INSURANCE BENEFITS

List of Benefits (including pre-existing conditions)

		Limits (Rs.)
1	Cashless Hospitalization.	100000
2	Domiciliary Hospitalization including Nursing charges.	20000
3	Corrective Surgeries for existing disability including congenital disability.	50000
4	Surgery to prevent further aggravation of disability	15000
5	Post operative care including Therapies for 6 months	15000
6	OPD Services (consultation and medicines) for all ailments and diseases.	10000
7	Regular Medical checkup for non-ailing Disabled. (per year)	5000
8	Pathology, Radiology, Advance tests for Diagnosis of illnesses and monitoring disability.	7500
9	Ongoing Therapies to reduce impact of disability and disability related complications.	7500
10	Dental – Preventive Dentistry	7500
11	Transport charges for seeking medical services.	1500
12	Alternative Medicine.	2000

NIRAMAYA
(Health insurance Scheme for Persons with Disabilities
under the National Trust Act)

ENROLMENT FORM



1. Name of Person with Disability (PwD)
2. Father's / Husband's Name
3. (i) Date of Birth (ii) Sex: Male/Female (iii) Status: Married/Unmarried
4. Educational Qualifications
5. Type of Disability

	tick here	Percentage
a) Autism	<input type="text"/>	<input type="text"/>
b) Cerebral Palsy	<input type="text"/>	<input type="text"/>
c) Mental Retardation	<input type="text"/>	<input type="text"/>
d) Multiple Disabilities	<input type="text"/>	<input type="text"/>

please specify disabilities)
6. Name of legal guardian, if any and relationship with PwD
7. Address of PwD for correspondence

District	state	
PIN	Phone	email
8. Family income of PwD/Parent
9. If family income above 15000 pm, details of amount paid by the PwD to National Trust (Niramaya) Bank Account (State Bank of India A/c 30396764585)*
10. Attach Proof of Disability, income & Address, Or, Disability & income verified & found correct:

(signature & seal of LLC-NGO member)
11. Name & Designation of the authorized person of the NGO forwarding this enrollment form
12. Name of the NGO
13. Place Date Signature of the authorized person

**Note:**

1. Persons having family income of Rs. 15,000/- pm are covered free under the scheme For others a processing fee @ Rs. 250/- per annum is to be deposited by DD/NEFT or cash in a/c CLSB/01/090021 of Corporation Bank or a/c 30396764585 in SBI in favour of National Trust (Niramaya) and bank deposit receipt should be affixed as proof of payment along with the enrollment form.
2. Photocopies of income certificate, Disability Certificate & Address proof should be attached if available. In case of any difficulty in getting the income certificate and / or disability certificate, get the verification endorsement on the form itself from the NGO member of Local Level Committee (LLC) of the district (LLC in case of Jabalpur) (list in the web site www.thenationaltrust.in) who are authorized to make such endorsements in lieu of certificates, only for the purpose of this scheme.
3. This form should be filled and submitted by PwD ONLY to any such Organization which is registered with the National Trust in the district (list in the web site). Forms sent directly by the PwD to the National Trust or to any other agency will NOT be entertained.
4. Registered Organisations (ROs) should send the forms directly to the National Trust either by post or electronically feed the data in MIS (see website). in case data is fed electronically, forms (original hard copy) should be retained & kept carefully for record purposes by the ROs so that they can be produced/submitted whenever required by the National Trust.
5. After Emission of enrollment form, it will take around two months to process & distribute Health Card, if approved. Applicants are advised to check up with the NGO concerned where forms were submitted on 10th/25th of every month giving two months clear time for processing.
6. Benefits under the scheme can be availed by showing the health card at empanelled hospitals/ health centres on cashless basis anywhere in India. At other hospitals/ health centres, benefits can be availed on reimbursement basis only for which claim forms will have to be submitted to the concerned Registered Organisation. Claim forms can be obtained from any RO.
7. Duly filled claim forms will be forwarded by the Registered Organisation directly to the ICICI Lombard, New Delhi and NOT to the National Trust
8. On settlement of claim, reimbursement cheques will be issued in the name of the beneficiaries and sent directly to the concerned Registered Organisations who will in turn distribute the cheques to the beneficiaries.
9. Insurance cover will be available for ONE FULL YEAR from the start date mentioned on respective health cards.
10. Renewal of health cards for free beneficiaries (i e. family income upto Rs. 15000/-pm) will be automatic but subject to the renewal/extension of the scheme. For other beneficiaries, renewal will also be subject to their deposit of fees (same as enrollment fees).
11. Application for renewal (no form) can be submitted with proof of payment of fees to the concerned Registered Organisation quoting health card number preferably 2 months in advance to ensure continuance of insurance coverage without any break. Registered Organisation will then compile all such requests and send the list quoting health card numbers to the National Trust.
12. All Registered Organisations of the National Trust will function as Service Centres to facilitate beneficiaries under the scheme.



— GENERAL INSURANCE —
CLAIM FORM FOR NIRAMAYA HEALTH INSURANCE SCHEME

Notes: This form is issued without admission of liability and must be completed and returned to the insurance company for processing the claim

Claim No (to be allotted by the insurer): _____ Policy No: _____

1. Details of the Claimant

Name in Full _____

Present Age _____ Years, Relationship with the patient _____

Telephone No. _____

Residential Address _____

2. Details of the Patient

Name in Full _____ Age _____ Years, Disability

Son / daughter of _____ BPL Card No _____

Residential Address _____

**3. Permanent Business or Occupation (If more than one state all) _____
_____**

4.(a) Name & address of the hospital where the treatment was conducted:

(b) Name, address & qualification of the doctor who conducted the treatment

5. Nature of claim OPD/ IPD

a) Date/s _____

b) Details of disease _____

c) Date of Admission _____ Time _____

d) Date of Discharge _____ Time _____

6. Total Claimed Amount:

7. If the claim is for domiciliary hospitalization, please indicate:

a) Date of commencement of treatment _____

b) Date of completion of treatment _____



- c) Name & address of attending Medical Practitioner _____
d) Qualification _____
e) Telephone No. _____

8. Are you insured elsewhere? If so, give details:

- a) Name of the Company and Sum insured: _____
b) The amount you are entitled to Claim under above policy: _____

In support of the above claim I enclose following documents {Please indicate by (✓)}

1. Bills Receipt and Discharge Certificate / card from the Hospital/Nursing Home. (In original)
2. Cash memos from the Hospital / Chemist(s), supported by the proper prescription. (In original)
3. Receipt and Pathological test reports from a Pathologist supported by the note from the Medical Practitioner / Surgeon demanding such Pathological tests. (In original)
4. Surgeons certificate stating Nature of operation performed and surgeons bill and receipt. (In original)
5. Attending Doctor's / Consultant's / Specialist's / Anesthetist's bill and receipt and certificate Regarding diagnosis, whichever is prescribed & thereby expenses incurred. (In original)
6. If any transportation bill then pls. submit the bill. (In original)

Declaration:

I HEREBY DECLARE that the particulars are true to best of my knowledge and warrant the truth of the foregoing particulars in every respect and I agree that if I have made, or if shall make any false or untrue statement, suppression or concealment, my right to compensation shall be absolutely forfeited.

Place:

Date:

Signature of insured

Important:

Since it is a pre-requisite for admission of claims under the policy that the Hospital / Nursing Home / Clinic where the Insured Person was admitted, is registered with Local Authorities, it is necessary for the claimant to ensure that the Hospital / Nursing / Home / Clinic indicates the same on the Bill-cum-Receipt issued by them.

Mailing Address: ICICI Lombard General insurance Company Limited, Narain Manzil, 3rd Floor, 23, Barakhamba Road, New Delhi - 110 003. Tel:+91 11 55310657.

Registered Office: ICICI Lombard General insurance Company Limited, ICICI Bank Towers, Bandra Kurla Complex, Mumbai - 400 051 Insurance underwritten by ICICI Lombard General Insurance Co. Ltd. Insurance is the subject matter of the solicitation.

GHARAUNDA
MEMORANDUM OF AGREEMENT
(WITH THE CARE-SEEKER)

THIS MEMORANDUM OF AGREEMENT is made and executed on this First day of December in the Christian Year Two Thousand Eight between:

The National Trust for the Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities, an autonomous statutory body constituted under the Ministry of Social Justice & Empowerment, Government of India, having its head office at 9th Floor, Jeevan Prakash Building, Kasturba Gandhi Marg, New Delhi-110001 (hereinafter referred to as the 'National Trust') which term shall so far as the context admits be deemed to mean and include its permitted successors and assigns of the First Part

AND

.....aged.....years son/daughter of.....resident of.....(hereinafter referred to as the 'Care-seeker') who is a person with disability as defined in the National Trust Act, 1999 and which term shall so far as the context admits be deemed to mean and include his/her legal representatives, legal guardian and assigns of the Second Part.

WHEREAS the National Trust proposes to provide under its scheme GHARAUNDA (Group Home And Rehabilitation Activities Under National Trust Act for Disabled Adults) a Life Long Shelter and Care Service (hereinafter referred to as "Care Service") to any adult person with autism, cerebral palsy, mental retardation & multiple disabilities on payment for such service as per the payment plan (hereinafter referred to as "Payment Plan"); both, the Care Service and the Payment Plan, are fully described and annexed to this Agreement as integral parts thereof as Annexure I & II,

AND WHEREAS the National Trust shall be providing this Care Service through one or more individual/ institution/ organization (hereinafter referred to as "Care Service Provider" which term shall so far as the context admits be deemed to mean and include its permitted successors and assigns) who shall be specially selected and appointed by the National Trust from time to time to provide this service,

AND WHEREAS the Care-seeker has expressed his willingness and submitted an application no..... dated with requisite amount as per the Payment Plan, to avail such Care Service and after considering this application from the Care-seeker, the National Trust has accepted to provide him the Care Service vide its letter no. dated ; both, the application and the approval letter, are annexed to this Agreement as integral parts thereof as Annexure III & IV.

Now, therefore, this agreement witnesseth as follows:

Tenure

1. This Agreement shall be effective from the Fifteenth of May in the year Two Thousand and Eight (15.05.2008)



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2. The Agreement shall be in force till the death of the Care-seeker or till it is revoked by either party, as provided for hereunder, whichever is earlier.

Responsibilities

(I) National Trust :

3. The National Trust shall be liable to provide Care Service to the Care-seeker as described in Annexure I either directly or through a Care Service Provider.
4. While sponsoring Care-seekers to avail Care Services from the Care Service Provider, the National Trust will consult the Care Service Provider and as far as possible, select Care-seekers within the operational area of the Care Service Provider.
5. The National Trust shall have the sole discretion, in the interest of the Care-seeker, to make any amendment, addition or deletion in Care Services, the location of such services and the Care Service Provider and/or to make and amend rules & regulations, issue directions/guidelines for implementation of such Care Service from time to time depending upon the exigencies, with or without prior intimation to the Care-seeker.
6. The National Trust shall not downgrade or make any amendment or deletion in the content, nature or quality of Care Service or rules & regulations which may be inferior or disadvantageous to the Care-seeker. However, in case of any exigency necessitating any such change, the National Trust shall provide option to the Care-seeker to opt out of the Agreement within 30 days with prorate refund of amount as per Payment Plan. But amounts which are mentioned as non-refundable under the Payment Plan shall not be refunded.

(II) Care-seeker :

7. The Care-seeker shall always keep informed the National Trust about any change in his personal details
8. The Care-seeker shall abide by all the rules, regulations, general direction, guidance and supervision of the National Trust and its Service Provider which may be issued from time to time for the successful implementation of the Care Service.
9. The Care-seeker shall pay or reimburse any expenditure incurred, in case of any emergent circumstances, in his interest but beyond the Care Service.
10. The Care-seeker shall pay any amount becoming due under this Agreement within 30 days.

Compliance With Laws

11. Both the Parties to this Agreement hereto agree that they shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing their obligations hereunder.

Schemes & Programmes at a Glance

Indemnity

12. The National Trust shall not be held liable for any disease, or loss of life or property to the Care-seeker due to
 - a. Lack of any service not covered under the Care Service,
 - b. Any misrepresentation by the Care-seeker,
 - c. Non-Payment of any amount due to the National Trust by the Care-seeker,
 - d. Any breach of this Agreement by the Care-seeker
 - e. Epidemic, fire, flood, earthquake, riot, arson, war, any other natural calamity or any other extraneous grounds or circumstances beyond the control of the National Trust
13. Each party will settle or defend at its own cost, and indemnify, and hold harmless the other from any other claims, liabilities, losses or expenses (including reasonable attorney's fees) arising from any third party claims relating to or arising out of the negligence, willful misconduct, breach of contract, misrepresentation of such party.

Termination

14. The Agreement shall automatically stand terminated on the death of the Care-seeker. No prorata refund of any payment shall be made in such a situation.
 15. The Agreement can be terminated by the Care-seeker by opting out of the Agreement with prorata refund as provided earlier.
 16. The Agreement can also be terminated by the Care-seeker by giving three months notice in writing. But in such case, only 75% of prorata refund shall be provided by the National Trust.
 17. In case of any adjustment problem, the Agreement can be terminated by either party by giving 30 days notice in writing any time before the Care-seeker is successfully placed for six months with a Care Service Provider.
 18. Either party may terminate this Agreement in case the other party commits any material breach of any of the conditions of this Agreement. However, before such termination, the aggrieved party shall issue a 30 days written notice calling upon the defaulting party to remedy the breach.
 19. In case of termination of the Agreement due to its any breach by the National Trust, prorata refund of the amount shall be made by the National Trust as per the Payment Plan. But no refund or compensation shall be payable to the Care-seeker by the National Trust in case of termination of Agreement is due to breach of its terms and conditions by the Care-seeker.
 20. The National Trust shall not have any other option to suspend Care Services or revoke this Agreement during its validity except as per this Agreement and except for force majeure clauses.
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Force Majeure

21. If the whole or any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the parties including delays due to non-availability of a Service Provider of desired quality, floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the parties, then to the extent the parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.

Arbitration

22. In the event of any dispute between the parties, the same shall be referred to the sole arbitration of the Chairperson of the National Trust or any person nominated by him and the arbitration proceedings shall be held at Delhi and the decision of the Sole Arbitrator shall be final and binding.

Governing Law / Jurisdiction

23. This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of New Delhi only.

Severability

24. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and be in full force and effect.

Complete Agreement

25. This Agreement is entire in itself and cannot be changed or terminated orally. No modification waiver or amendment of this Agreement shall be binding unless communicated in writing and signed by both parties. All legally required amendments shall automatically become an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto executed and signed this Agreement on the day, month and year first herein above written.

FIRST PARTY

SECOND PARTY
(Care-seeker/Parent/Legal Guardian)

Witnesses:

- 1.
- 2.

Name of Care-seeker :

Care Service

1. Building & Premises - The Group Home Centre should be located & run from a barrier free building and premises owned either by the Care Service Provider or by the National Trust and not in any rented building or premise. It should always be free from all encumbrances except those provided for in the Memorandum of Agreement.
2. Accommodation - Accommodation for Care-seekers should be clean, spacious and fully furnished with proper ventilation and lighting in each room. Toilet and bathroom facilities should be easily accessible to the Care -seekers. Proper heating and cooling arrangement and barrier free features need to be incorporated as far as possible.
3. Food - Every day, balanced and nutritious meals should be served in breakfast, lunch and dinner besides evening snacks / tea. Due care must be taken about hygiene and freshness of food served.
4. Clothes - Atleast 3 sets of reasonable quality of clothes for summer and 2 sets for winter should be provide every year to the Care-seekers.
5. Health Care Services - Round the clock availability of health care services, on an average, worth atleast Rs. 1 lakh pa per Care-seeker (at current price index) should be ensured. Provisions of therapists, doctor-on-call and health insurance facilities should be accordingly arranged in this regard.
6. Accident & Other Emergencies - In case of accident or any other emergency, Care Service Provider should not hesitate in meeting any additional expenditure on Care-seekers for treatment etc. In this regard, accident insurance cover of not less than Rs. 50,000 (at current price index) may also be arranged by the Care Service Provider.
7. Education / Vocational Training - Care-seekers should be provided education and vocational training to keep them gainfully engaged and to enable them to lead a life with dignity and independence. In case of any income generation in the process, Care-seekers should be given adequate financial compensation but not less than prevalent minimum wages.
8. Transport & Mobility - Care Service Provider should ensure barrier free mobility within and outside the Group Home Centre to every Care-seeker.
9. Recreation & Leisure - Adequate recreational and leisure facilities should be provided to all Care-seekers. TV, music, games & sports, pleasure trips, educational tours should be arranged for the Care-seekers on a regular basis.
10. Regular Care Services - Professionally qualified Caregivers and Care-attendants should be engaged to provide round the clock care-giving to Care-seekers. There should be atleast one such Caregiver/Care-attendant for every five Care-seekers.
11. Special Care Services* - Care Service Provider shall make adequate arrangements to provide special care service as described in a separate sheet attached as Annexure I(A) at an additional cost.
12. Female Care-seekers – Special and/or separate arrangement for all the services should be made in case of female Care-seekers. Only female Caregivers/Care-attendants should be deployed for female Care-seekers.
13. Quality Assurance - All the services stated above are the minimum expected from the Care Service Provider. There shall be no dilution of quality or any compromise in these Care Services and it will be the responsibility of the Care Service Provider to always ensure it by making adequate provisions in advance including provisions to offset inflation.
14. Commencement of Care Service : Above stated care services shall commence with effect from (date) or on the death of both the parents/ father/ mother/ legal guardian* (name), whichever is earlier/later`.

FIRST PARTY

SECOND PARTY
(Care-seeker/Parent/Legal Guardian)

(* strike off whichever is not applicable)

Name of Care-seeker :

Payment Plan
(for the Care-seeker)

Amount in Rs.

1	Basic Charges	
2	Special Care Service Charges	
3	Total Charges	
Payment Schedule		
4	Upfront Payment in cash ¹	
5	Upfront Payment in kind ²	
A	Total Upfront Amount	
6	Annual Payment to be provided at the beginning of every year ³ in cash ¹	
7	Annual Payment to be provided at the beginning of every year ³ in kind ⁴	
B	Total Recurring Amount per annum	

Note :

1. Cash includes payment by cheque (subject to realization), demand draft etc.
2. Attach details with proper valuation report in each case.
3. Year means year from the effective date of the Agreement
4. Recurring Payment in kind means Annual Rental Value of the property

FIRST PARTY

SECOND PARTY

(Care-seeker/Parent/Legal Guardian)

**MEMORANDUM OF AGREEMENT
(WITH THE CARE SERVICE PROVIDER)**

THIS MEMORANDUM OF AGREEMENT is made and executed on this First Day of December in the Christian Year Two Thousand Eight between:

The National Trust for the Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities, an autonomous statutory body constituted under the Ministry of Social Justice & Empowerment, Government of India, having its head office at 9th Floor, Jeevan Prakash Building, Kasturba Gandhi Marg, New Delhi-110001 (hereinafter referred to as the 'National Trust') which term shall so far as the context admits be deemed to mean and include its permitted successors and assigns of the First Part

AND

M/s
Address
Through its (designation)
Mr./Ms. aged..... years
son/daughter of
resident of

(hereinafter referred to as the 'Care Service Provider') which term shall so far as the context admits be deemed to mean and include its legal representatives, permitted successors and assigns of the Second Part.

WHEREAS the National Trust proposes to avail under its scheme GHARAUNDA (Group Home And Rehabilitation Activities Under National Trust Act for Disabled Adults) a Life Long Shelter and Care Service (hereinafter referred to as "Care Service") for persons with autism, cerebral palsy, mental retardation & multiple disabilities specifically selected from time to time by the National Trust (hereinafter referred to as "Care-seeker") on payment for availing such Care Service from the Care Service Provider as per the payment plan (hereinafter referred to as "Payment Plan"); both, the Care Service and the Payment Plan, are fully described and annexed to this Agreement as integral parts thereof as Annexure I & II,

AND WHEREAS the Care Service Provider has expressed his willingness and submitted an application no..... dated to provide such Care Service to any Care-seeker and after considering this application from the Care Service Provider, the National Trust has accepted to avail the Care Service vide its letter no. dated ; both, the application and the approval letter, are annexed to this Agreement as integral parts thereof as Annexure III & IV.

Now, therefore, this agreement witnesseth as follows

Tenure

26. This Agreement shall be effective from the First of December in the year Two Thousand and Eight (01.12.2008)
27. The Agreement shall be in force for 05 years/ever or till it is revoked by either party, as provided for hereunder, whichever is earlier.
28. There shall however be an initial lock-in period of 2/15 years during which on no account either the National Trust or the Care Service Provider can withdraw from the Agreement or suggest any change contrary or materially different to this Agreement save as provided for explicitly in this Agreement.



Responsibilities

(I) National Trust :

29. The National Trust shall be liable to pay to the Care Service Provider only for the Care Service actually availed by the Care-seeker as per the Payment Plan.
30. While sponsoring Care-seekers to avail Care Services from the Care Service Provider, the National Trust will consult the Care Service Provider and as far as possible, select Care-seekers within the operational area of the Care Service Provider.
31. Once a Care-seeker is so selected and sent to avail Care Services, both the National Trust and the Care Service Provider will have the right to withdraw the Care-seeker during the first three months if there is any problem of adjustment. In such a situation, the National Trust will make arrangements to withdraw the person at the earliest.
32. The National Trust shall have the sole discretion to make any amendment, addition or deletion in Care Services, the location of such services and the Care Service Provider and/or to make and amend rules & regulations, issue directions/guidelines for implementation of such Care Service from time to time depending upon the exigencies in the interest of the Care-seeker but no such changes shall be made without giving a written notice to the Care Service Provider giving reasonable time to implement such changes.
33. The National Trust shall be liable to pay to the Care Service Provider a mutually agreed additional amount, if any, required to implement such changes in the Care Services to the satisfaction of the National Trust.
34. The National Trust may reimburse any additional expenditure incurred by the Care Service Provider beyond the stipulated Care Service in the interest of the Care-seeker but such reimbursement shall be at the sole discretion of the National Trust.
35. The National Trust will provide all possible assistance to the Care Service Provider in managing the Care Services for the Care-seekers particularly during crises or unforeseen circumstances.

(II) Care Service Provider :

36. The Care Service Provider shall always maintain good quality of Care Service and shall not downgrade it by any amendment or deletion in the content, nature or quality of Care Service without prior written consent from the National Trust.
37. The Care Service Provider may become legal guardian of Care-seekers. Even otherwise, Care Service Provider will have the responsibility as a guardian to manage and take care of Care-seekers without any discrimination vis-à-vis other residents/ beneficiaries.
38. In case of emergent circumstances, the Care Service Provider shall be responsible to make adequate arrangement and incur necessary expenditure even beyond the Care Service in the interest of the Care-seeker and even without any reimbursement of such expenditures.
39. The Care Service Provider shall maintain proper accounts of expenditure and record of performance/ progress of every Care-seeker and shall always keep the National Trust fully informed in this regard.
40. The Care Service Provider shall always provide to the National Trust and maintain full security for all payments received in advance from the National Trust. In case any security/ bank guarantee gets expired during the existence of this Agreement, the Care Service Provider shall renew or substitute with another security before such expiry of such amount so as to fully cover all advance payments as standing on that date.
41. The Care Service Provider shall voluntarily keep deposited with the National Trust all the original title deeds pertaining to all such immoveable properties owned by it and all such

Schemes & Programmes at a Glance

documents pertaining to moneys invested in approved securities which are created from the fund received from the National Trust. All such documents shall be returned to the Care Service Provider by the National Trust on termination of this Agreement and settlement of dues thereof or may be returned even earlier at the sole discretion of the National Trust. The Care Service Provider shall also furnish an Affidavit (in the prescribed form given at Annexure C) duly sworn before a competent Magistrate as may be required by the National Trust.

42. The Care Service Provider shall abide by all the rules, regulations, general direction and guidance of the National Trust, State Govt. and other bodies/ committees constituted under GHARAUNDA scheme which may be issued from time to time for the successful implementation of the Care Service under the Scheme.
43. The records and premises where the Care Service is provided shall always be open for inspection to the National Trust and to the legal guardian of the Care-seeker.

Compliance with Laws

44. Both the Parties to this Agreement hereto agree that they shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing their obligations hereunder.

Indemnity

45. The National Trust shall stand indemnified by the Care Service Provider for any injury or loss of life or property of the Care-seeker or any such injury or loss caused by the Care-seeker to any other person including if the Care-seeker runs away or becomes traceless due to any reason whatsoever including
 - f. Lack of any service not covered under the Care Service,
 - g. Any misrepresentation by the Care-seeker,
 - h. Non-Payment, late payment or short payment of any amount by the National Trust to the Care Service Provider,
 - i. Negligence on the part of the Care Service Provider
46. Each party will settle or defend at its own cost, and indemnify, and hold harmless the other from any other claims, liabilities, losses or expenses (including reasonable attorney's fees) arising from any third party claims relating to or arising out of the negligence, willful misconduct, breach of contract, misrepresentation of such party.

Termination

47. After the initial lock in period, the Agreement can be terminated in writing by giving three months notice by either party but the Care Service Provider can terminate the Agreement only if there is a material breach of any of the conditions of this Agreement by the National Trust and also if the Care Service Provider does not agree to changes made by the National Trust in the Care Service and/or related guidelines.
48. In case of termination of the Agreement or non-availing of Care Service by the Care-seeker due to his death, withdrawal or any other reason, prorata refund of the amount shall be made by the Care Service Provider to the National Trust as per the Payment Plan within 30 days failing which interest @ 2.5% per month shall apply and also the National Trust shall be then at liberty to forfeit the security amount and take any other legal measure to recover the refund amount.
49. While calculating refund against any upfront payment made in kind, its market price as prevalent at the time of termination, shall be considered for refund.



50. Since payment through rental value of any property does not amount to change of rights/title of the property in favour of the Care Service Provider, so full and unhindered possession of all such property shall be handed over to the National Trust in good shape notwithstanding any expenditure incurred by the Care Service Provider in construction, alteration or improvement on/ of such property

Force Majeure

51. If the whole or any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the parties, floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the parties, then to the extent the parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.

Arbitration

52. In the event of any dispute between the parties, the same shall be referred to the sole arbitration of the Chairperson of the National Trust or any person nominated by him and the arbitration proceedings shall be held at Delhi and the decision of the Sole Arbitrator shall be final and binding.

Governing Law / Jurisdiction

53. This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of New Delhi only.

Severability

54. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and be in full force and effect.

Complete Agreement

55. This Agreement is entire in itself and cannot be changed or terminated orally. No modification waiver or amendment of this Agreement shall be binding unless communicated in writing and signed by both the parties. All legally required amendments shall automatically become an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto executed and signed this Agreement on the day, month and year first herein above written.

FIRST PARTY

SECOND PARTY

Witnesses:

- 1.
- 2.

Care Service

15. **Building & Premises** - The Group Home Centre should be located & run from a barrier free building and premises owned either by the Care Service Provider or by the National Trust and not in any rented building or premise. It should always be free from all encumbrances except those provided for in the Memorandum of Agreement.
16. **Accommodation** - Accommodation for Care-seekers should be clean, spacious and fully furnished with proper ventilation and lighting in each room. Toilet and bathroom facilities should be easily accessible to the Care -seekers. Proper heating and cooling arrangement and barrier free features need to be incorporated as far as possible.
17. **Food** - Every day, balanced and nutritious meals should be served in breakfast, lunch and dinner besides evening snacks / tea. Due care must be taken about hygiene and freshness of food served.
18. **Clothes** - Atleast 3 sets of reasonable quality of clothes for summer and 2 sets for winter should be provide every year to the Care-seekers.
19. **Health Care Services** - Round the clock availability of health care services, on an average, worth atleast Rs. 1 lakh pa per Care-seeker (at current price index) should be ensured. Provisions of therapists, doctor-on-call and health insurance facilities should be accordingly arranged in this regard.
20. **Accident & Other Emergencies** - In case of accident or any other emergency, Care Service Provider should not hesitate in meeting any additional expenditure on Care-seekers for treatment etc. In this regard, accident insurance cover of not less than Rs. 50,000 (at current price index) may also be arranged by the Care Service Provider.
21. **Education / Vocational Training** - Care-seekers should be provided education and vocational training to keep them gainfully engaged and to enable them to lead a life with dignity and independence. In case of any income generation in the process, Care-seekers should be given adequate financial compensation but not less than prevalent minimum wages.
22. **Transport & Mobility** - Care Service Provider should ensure barrier free mobility within and outside the Group Home Centre to every Care-seeker.
23. **Recreation & Leisure** - Adequate recreational and leisure facilities should be provided to all Care-seekers. TV, music, games & sports, pleasure trips, educational tours should be arranged for the Care-seekers on a regular basis.
24. **Regular Care Services** - Professionally qualified Caregivers and Care-attendants should be engaged to provide round the clock care-giving to Care-seekers. There should be atleast one such Caregiver/Care-attendant for every five Care-seekers.
25. **Special Care Services** - Care Service Provider shall make adequate arrangements to provide any special care service required on case to case basis at an additional cost mutually agreed by the Care Service Provider and the National Trust.
26. **Female Care-seekers** – Special and/or separate arrangement for all the services should be made in case of female Care-seekers. Only female Caregivers/Care-attendants should be deployed for female Care-seekers.
27. **Quality Assurance** - All the services stated above are the minimum expected from the Care Service Provider. There shall be no dilution of quality or any compromise in these Care Services and it will be the responsibility of the Care Service Provider to always ensure it by making adequate provisions in advance including provisions to offset inflation.

FIRST PARTY

SECOND PARTY

Payment Plan
(for the Care Service Provider)

1	Amount per Seat for availing Care Service	Rs. 8,00,000
2	No. of Seats	5
3	Total Amount	Rs. 40,00,000
4	Payment Schedule (% of Total Amount)	
a	1 st Installment (in advance)	30%
b	2 nd Installment (on atleast 80% utilization of earlier installment)	30%
c	On setting up of Care Service facility	40%

FIRST PARTY

SECOND PARTY

Draft of Affidavit
(for the Care Service Provider)

I, Mr/Mrs.....son/wife of..... agedyears, presently residing at.....do hereby solemnly affirm and state as follows :

1. That I am the(designation) of, a registered organisation of the National Trust having its registered office at.....
2. That the said registered organisation has entered into a Memorandum of Agreement dated.....with the National Trust agreeing to provide Care Services as a Care Service Provider on the terms and conditions stated therein under the GHAURANDA Scheme.
3. That I say that the said organisation stands by the representations made by it to the National Trust and undertakes to faithfully fulfill all its obligations and duties under the said Memorandum of Agreement.
4. That all the funds made available to the said organisation by the National Trust under the GHAURANDA Scheme shall be duly utilized in the following manner :-

S.No.	Particulars	Amount(in Rs.)	Remarks
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total			

5. That there shall be no deviation made from the above manner of utilisation except with the prior written approval of the National Trust.
6. That as stipulated in the said Memorandum of Agreement, the said organisation shall keep deposited/has deposited with the National Trust all the original title deeds pertaining to all such immoveable properties owned by it and all such documents pertaining to moneys invested in approved securities which are created from the fund received from the National Trust and that all such documents shall be returned by the National Trust on termination of the said Memorandum of Agreement and settlement of dues thereof or may be returned even earlier at the sole discretion of the National Trust.



7. That any additions/incorporations/reconstructions/renovations made by the said organisation to its infrastructure or immoveable properties or to its inventory of movables out of the funds provided by the National Trust under the said Scheme shall be duly supported with utilisation certificates from a chartered accountant and submitted to the National Trust from time to time but not later than 31st July of the following financial year. The National Trust shall always have access to all accounts/vouchers in respect of such funds utilised by the said organisation which access/inspection shall not be refused at any time.
8. That any moneys invested by the said organisation from the funds made available by the National Trust shall be intimated to the National Trust and only the income accruing from such investments will be used by the organisation.
9. That the said organisation shall not liquidate any asset or investment without the prior approval of the National Trust and in case of termination of the Memorandum of Agreement the said organisation shall refund the entire funds received from the National Trust to the latter within 30 days.
10. That in case of any breach of the terms and conditions of the Memorandum of Agreement on the part of the said organisation, all office bearers of the said organisation shall become liable to the National Trust collectively and severally.
11. That the said organisation shall intimate to the National Trust any change in the office-bearers and shall prominently display and acknowledge all the contributions of the National Trust under the GHAURANDA Scheme particularly at the site of the Scheme.
12. That I have been duly authorised by the said organisation by its resolution dated and as such I am swearing this affidavit-cum-undertaking on behalf of the said organisation and all the office-bearers of the said organisation including myself shall be bound to the National Trust in terms of this Affidavit-cum-Undertaking.

Deponent

Verification

Verified at.....on thisday of.....2008 that the contents of the above affidavit in paras 1 to 12 are true to my knowledge and belief and nothing material has been concealed there from.

Deponent

Note:

- ◆ This affidavit has to be stamped as an 'agreement' in the State where it is executed. It must be signed before a Magistrate First Class/Judicial Magistrate.
- ◆ The affidavit must be given by the Chief Functionary of the registered organizations / other official authorised by the resolution of the Managing Committee of the organisation.

GYAN PRABHA

Application Format

1. Name _____
(As in Matriculation certificate / school records)
2. Address _____

_____ State _____ Pin _____
Tel no. (of any) _____
3. Date of Birth _____
4. Sex (Please specify M-for male, F-Female) : _____
5. (i) Type of disability (Please specify) _____
(Autism, Cerebral Palsy, Mental Retardation or Multiple Disabilities)
6. Percentage of disability (Pl. enclose an attested copy of disability certificate)
7. Educational Qualifications :

Examination Passed	Name of the Institution	Name of the Board/University	Major Subject	Aggregate marks obtained & % thereof	Class / Division
Class VIII					
Matric /					
Secondary					
Sr. Secondary/					
Intermediate					
Graduation					
Others					

In case of grades, please mention equivalent & % of marks and also enclose authenticated conversion formula



8. Family Income per annum (In Rs.) _____ (please enclose Income Certificate)
9. (i) Course applied for (Complete name) _____
(ii) Academic Session _____
(iii) Duration _____
(iv) Date of Admission _____
10. Name and address of the Institution where course will be under taken

11. Whether hosteller or a day scholar please specify _____
12. If hosteller, please specify whether provided by the institution or own arrangement and address of the hostel :

(please enclose proof)
13. Details of Scholarship / Stipend / Financial assistance being received for the same course (if any)
14. Any other information applicant wishes to provide
15. Undertaking

I hereby declare that information provided above is true to the best of my knowledge and I am aware that providing wrong information will make me liable to legal action and recovery of scholarship amount at the sole discretion of the National Trust.

Name & Signature of the applicant

UDDYAM PRABHA
Application Format

1. Name _____
(As in Matriculation certificate / school records)
2. Address _____

_____ State _____ Pin _____
_____ Tel no. (of any) _____
3. Date of Birth _____
4. Sex (Please specify M-for male, F-Female) : _____
5. (i) Type of disability (Please specify) _____
(Autism, Cerebral Palsy, Mental Retardation or Multiple Disabilities)
6. Percentage of disability (Pl. enclose an attested copy of disability certificate)
7. Purpose of Loan :
(Pl. attach details, if any)
8. Details of Loan taken

S.No.	Particulars	Details
(a)	Name of the Institution, branch and address from which loan taken	
(b)	Loan Account No.	
(c)	Amount of Loan	
(d)	Rate of Interest	
(e)	Mode of Repayment	
(f)	EMI	
(g)	Security given for the loan	
(h)	Any other relevant information	

Name & Signature of the applicant

Annexure – J

Application for Registration with ARUNIM, Association for Rehabilitation under NT Initiative of Marketing

Name of the organization					
Address					
	City:			Pin code:	
Telephone numbers	STD CODE				
Fax number					
Email address					
Website if any					
Name of Founder					
Name of current Head of the organization					
Designation of Head of the Organization					
Mobile number of Head					
Registration Number with National Trust					
Disabilities working with (tick all that applies)	Autism	Cerebral Palsy	Mental Retardation	Multiple Disabilities	Others (specify)
Services provided (tick all that applies)	Early Intervention	Day care centre	Vocational training	Sheltered Workshops	Others (specify)
Number of beneficiaries in respective area of work listed above					
Products manufactured in sheltered workshops (Kindly use the format given on the next page to furnish these details) (please send samples/photos of samples)					
For every product being made in sheltered workshops, please provide the following details: Number of persons with NT disabilities (Autism, Cerebral palsy, Mental Retardation and Multiple Disabilities) and others working; average number of working hours per day per disabled person involved; average income per month per disabled person involved; average number of units made per month; How product is <i>largely</i> sold currently – at the workshop's sale counter, local market, annual melas, or otherwise (specify)...					

Schemes & Programmes at a Glance

Product	No. of persons with National Trust disabilities employed	No. of persons with other disabilities employed	No. of non-disabled employed	Av. No. units made per month	Av. No. wkg hrs per day per person	Av. Income per month per disabled person involved Rs.	How it is sold



Product	No. of persons with National Trust disabilities employed	No. of persons with other disabilities employed	No. of non-disabled employed	Av. No. units made per month	Av. No. wkg hrs per day per person	Av. Income per month per disabled person involved Rs.	How it is sold

Schemes & Programmes at a Glance

What are the difficulties faced in sheltered workshops run by you? (Tick all that are applicable)

1. Quality is not consistent
2. Orders are not continuous/consistent
3. Better products are available at cheaper prices in the market
4. Unable to sustain interest of persons working
5. Raw material costs
6. Raw material availability
7. No, we don't face any difficulties
8. Other difficulties (specify) _____

How would you like Arunim to help you? (Tick all that are applicable)

1. Introduce new products
2. Conduct training to staff and students
3. Sell/Distribute products
4. Source orders
5. Source raw material
6. Fund capital costs
7. Other ways (specify) _____

Sd./ _____

Date: _____

Name: _____

Designation: _____

Organization Seal

Notes

Notes



NATIONAL TRUST

16 B, Bada Bazar, Old Rajinder Nagar, New Delhi-110 060 Tel. 011-43187819, 011-43187878, Fax: 011-43187880
Website: thenationaltrust.in, E-mail: nationaltrust@nic.in