

**MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN THE CENTRAL GOVERNMENT AND
GOVERNMENT OF _____
FOR IMPLEMENTATION OF
RASHTRIYA SWASTHYA BIMA YOJANA**

This Memorandum of Understanding (MoU) made on this ____ day of _____, 2008 between Central Government, represented by Directorate General, Labour Welfare, Ministry of Labour & Employment, Government of India (hereinafter referred to as DGLW) and Government of _____ represented by _____ and _____ (hereinafter referred to as State Nodal Agency)

OBJECTIVE

With a view to providing social security to the Below Poverty Line (BPL) workers and their families in the unorganized sector (hereinafter referred to as beneficiaries), the Central Government announced the Rashtriya Swasthya Bima Yojana (hereinafter referred to as RSBY). The role of the Central Government is to provide financial assistance and technical guidance to the State Government/State Nodal Agency in implementing the scheme.

OBLIGATIONS OF THE PARTIES

(A) State Governments

Having recognized the need for providing health cover to the beneficiaries in the Districts of _____ the Government of _____ agrees to the following:

- (a) Contribute Rs. _____ per beneficiary as contribution to the health insurance premium and provide this amount to the State Nodal Agency for onward transmission to the Insurance Company as per the terms and conditions mutually agreed between the Insurance Company and the State Nodal Agency. The State may contribute any higher amount to the premium if it chooses.
- (b) Bear such administrative cost in implementing the scheme as are not included as responsibilities of the Insurance Company and its implementing partners under the contract agreed between the State and the Insurance Company.
- (c) Provide the Insurance Company with a complete and up-to-date list of BPL households (including details of household members) in the aforementioned districts, in the format prescribed by the Central Government.
- (d) Provide assistance to the Insurance Company in the registration of scheme participants and issue of Smart Cards by way of working out a mutually acceptable registration process and schedule to jointly visit each location where smart card is to be issued.
- (e) Make available the public health care facilities, such as District Hospital and Central Health Centres (CHCs), for being considered for 'network' hospitals by the Insurance Company and for this purpose set up separate legal entities in the form of Society/Trust/Agency so as to enable these entities to administer funds.
- (f) Facilitate, monitor and evaluate the implementation of the scheme as per the guidelines issued from time to time by the Central Government and such additional guidelines as the State itself shall adopt from time to time in relation to the scheme.
- (g) Provide such information, in prescribed format and in such manner, as is desired by the Central Government from time to time. The required information and the reporting format shall be intimated by the Central Government.

(B) Central Government

Having agreed to provide assistance for the implementation of Rashtriya Swasthya Bima Yojana in the mentioned Districts in the State of _____, the Central Government agrees to the following:

- (a) Contribute Rs._____ per beneficiary for implementation of the scheme. This amount shall be transferred to the State Nodal Agency within a reasonable time on receipt of intimation from the State Government with regard to the contribution of premium by the State Government to the State Nodal Agency.
- (b) Provide technical guidance and assistance to the State Governments and State Nodal Agency from time to time as outlined in the Guidelines of the RSBY.
- (c) Review and monitor the progress made in the project.

MISCELLANEOUS

- 1. This MOU should be read together with the Guidelines for RSBY issued by the Ministry of Labour and Employment, Government of India on October 1, 2007.and shall not be amended except in writing by both the parties.
- 2. This Memorandum of Understanding shall become effective after it has been duly approved and signed by the parties and shall not be amended except in writing by both the parties.
- 3. Central Government reserve the right to discontinue the funding at any stage on being satisfied that the funds sanctioned are not being utilised for the purpose for which they were granted.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the ____ day, _____ month and _____ year first above written and concluded it at

Signed, Sealed and delivered by

duly authorized by the
Government of India
Ministry of Labour & Employment

FOR AND ON BEHALF OF
GOVERNMENT OF INDIA,
MINISTRY OF LABOUR &
EMPLOYMENT

Signed, Sealed and delivered by

duly authorised by
State Government of _____

FOR AND ON BEHALF OF STATE
GOVERNMENT OF _____