

To
The Vice Chancellor
Shri Ramswaroop Memorial University
Village- Hadauri
Post Tindola
Lucknow Deva Road
Uttar Pradesh

24th February 2020

Respected Sir,

Attached along with this the complete agreement duly signed and stamped.

Copy of the same has been retained by us for our records.

Once received, would appreciate a line of acknowledgement from your office.

Thanking you,

Rohit Sharma

Officer-In-Charge - Office of Nobel Peace Laureate, Mr. Kailash

Satyarthi

Kailash Satyarthi Children's Foundation

23 A, Friends Colony (West), New Delhi 110065





# MEMORANDUM OF UNDERSTANDING BETWEEN

### KAILASH SATYARTHI CHILDREN'S FOUNDATION (KSCF), NEW DELHI, INDIA

AND

# SHRI RAMSWAROOP MEMORIAL UNIVERSITY, BARABANKI, UTTAR PRADESH.

This Memorandum of Understanding (MoU) is made on the <u>30th Day of December</u> in the year <u>2019</u>.

#### BETWEEN

KAILASH SATYARTHI CHILDREN'S FOUNDATION (KSCF) (http://satyarthi.org.in/), New Delhi - a global leader for prevention of violence against children and their exploitation, with its headquarters at New Delhi, hereinafter referred to as "KSCF" (which term shall unless expressly excluded by or is repugnant to the context, include its successors and assignees) on the first part,

#### AND

**Shri Ramswaroop Memorial University (SRMU)** established by ACT 1 of 2012 of State Legislature of Uttar Pradesh and dedicated to promoting path breaking research with integriety and commitment to quality- hereinafter referred to as "<u>SRMU</u>" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns of the Other part.

#### WHEREAS

- 1. Both KSCF and SRMU share an interest in Research and Academics related to child rights. The two parties have identified that a stronger relationship between them is mutually beneficial and wish to establish a more formal relationship with each other.
- 2. Shri Ramswaroop Memorial University (SRMU) is a confluence of academic, cultural and intellectual resources. SRVIV seeks to achieve the highest levels of distinction in the innovation and transmission of knowledge and understanding. Ten institutes offering a wide spectrum of

For and on behalf of KSCF New Delhi

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choice for the students to choose undergraduate, post graduate and Doctoral programs in Engineering (Mechanical, Civil, Electrical, Electronics & Communication, Computer Science), Bio-Technology & Bio-Sciences, Management, Commerce, Economics & Computer Applications, Journalism & Mass Communication, Legal studies, Basic Sciences and Humanities, Architecture and Education & Research.

3. KSCF envisions a world where every child is free, safe, healthy and educated. The Foundation under the aegis of its Founder and Chairperson, Kailash Satyarthi works globally to uphold the rights of all children and ending violence against them. The Foundation has been at the vanguard of policy advocacy interventions with lawmakers globally.

These endeavors have resulted in several path breaking national and international laws against child sexual abuse, trafficking of children for forced labour and for promoting universal rights of children ensuring their freedom, safety, health and education.

The Foundation also plays an active role in engaging with the law enforcement agencies and aids them with training, sensitization and capacity-building for effective implementation of both national as well as international laws related to children. It also works actively towards building the capacity of other stakeholders like corporates, grassroots organizations/ civil society in order to help them unleash their true potential for contributing towards a child-friendly world. Recognizing the youth as one of the major and most important prime-movers of positive social transformation in the world, the Foundation effectively engages with this cohort for further protecting the rights of all children.

KSCF also serves as a global platform to recommend best practices towards implementation of child related laws across the globe, charting out policy/regulatory frameworks with the help of various State actors, conducting research providing evidence for further shaping up the policy landscape in the best interest of children and bridging the trust deficit between various stakeholders, so that everybody contributes towards building a child-friendly world.

4. Both parties realize that the children in the world face seemingly insurmountable problems, beginning from parental neglect to violence in school or at home, or exploitation as cheap labor options in different sectors, or being used as pawns in armed conflict situations, or being subjected to sexual exploitation and assaults of different kinds as well as becoming victims of cybercrimes. All such situations result in a stilted childhood where these innocent lives face untold sufferings and miseries. Thus, the need for creating a greater awareness for Child Rights and Child Protection and a more effective implementation of the laws related to children cannot be overemphasized.

#### NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

#### 1. COMMENCEMENT AND TERM

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1.1. This memorandum of Understanding (MoU) shall be effective from the date of signing and shall continue for a period of Five Years, unless terminated earlier by one of the parties with a written notice of three months, on one of the grounds mentioned in MoU.

For and on behalf of SRMU, Uttar Pradesh Shri Ramswaroop Memorial University Vill.-Hadauri, Post.-Tindola, Lucknow Deva Road, Barabanki (UP) - 225003

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1.2. The validity of this Memorandum of Understanding could be extended further with mutual consent of the parties for a period as may be decided from time to time.

#### 2. OBJECTIVES

- 2.1. The Core Spirit of this endeavor lies in achieving the following five goals -
  - (i) Growth with Quality, Relevance and Excellence;
  - (ii) Accelerating Research and Innovations;
  - (iii) Knowledge to Wealth Creation by [a] Fostering Incubation, [b] Technology Transfer, and [c] Establishment of Startups;
  - (iv) Collaboration with Selected World Class Institutions, and
  - (v) Internationalization at Home & Global Esteem.
- 2.2. It is desired to create this MoU with the parties under strategies (iii) and (iv). It is hoped that the projects and programmes to be undertaken jointly by the Parties would also result in filling the Research and Knowledge Creation Gaps as mentioned in (ii) & (iii) above, about which Hon'ble-Nobel Peace Laureate Shri Kailash Satyarthi has reminded the academic community on several occasions.
- 2.3 Through this collaboration between KSCF and SRMU, it is proposed to set up a *Kailash Satyarthi Centre for Child Rights* [KS-CCR] within the fold of Shri Ramswaroop Memorial University that would envision to work towards securing a free, safe and educated childhood for all our young citizens in SRMU. This will create a professional and moral force to stand by abused children and protect and uphold their rights to a dignified childhood by lending their voice and expertise.
- 2.4 It is understood and agreed between that parties that the academic and social outreach programmes under this MoU would be followed by all other Campuses under the Umbrella of SRMU.

#### 3. SCOPE

- 3.1. Both parties desire to collaborate for starting joint academic social outreach in the *Kailash Satyarthi Centre for Child Rights* [KS-CCR] with the following aims and objectives:
  - (i) Initiation of Child Rights/Child Protection academic programmes.
  - (ii) To support data driven decision making and assist in formulation and implementation of policy related to child rights and protection by state and non-state actors.
  - (iii)Training and capacity-building of various stakeholders like law enforcement agencies, judiciary, civil society, corporates etc. about laws, provisions and other aspects that uphold the rights of children.

(iv) Training and sensitization of parents about the rights of children inculcating effective and responsible parenting.

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- (v) Supporting communications and activities on public and social platforms to uphold the rights of the child.
- (vi) Special R&D Projects that may be mutually decided and agreed upon between the parties from time to time.

#### 3.2. Initiation of Child Rights' academic programmes:

- (i) SRMU will offer academic curricula starting with <u>Elective Courses</u> on Child Rights/ Child Protection.
- (ii) An <u>Open Elective Course</u> (under Flexi Credit System) on Child Rights/ Child Protection for UG and PG students across disciplines shall be introduced in a graded manner.
- (iii)KS-CCR will also design a full-fledged 6 paper Minor Course "on SRMU campuses" at the Bachelor's level.
- (iv) Diploma and a Certificate programme will be also offered in the "distance education" mode. The idea would be to train as many interested young women and men in the field of child rights as possible.
- (v) Short-term courses and Faculty Development Programmes (FDPs) as well as Management Development Programs (MDPs) (both certificate and diploma/post-graduate courses) will be initiated with joint efforts of KSCF and SRMU.
- (vi) Executive development workshops on Child Rights for working professionals will also be offered by the SRMU & institutions.
- (vii) A funded full-time Ph.D programme for eligible doctoral students from various disciplinary backgrounds as well as part time Ph.D programme in Child Rights will be initiated, especially for those already employed as volunteers/fellows/consultants (by whatever designation known, but investing at least 20 hours per week in the organization) at KSCF would be offered for those who meet the eligibility criteria for admission into PhD programme as per SRMU rules and other terms and conditions at SRMU. For the Ph.D. in Child Rights / Child Protection, the main supervisor/ guide will be from SRMU while the co-supervisor (as per their eligibility) could be from the KSCF.
- (viii) KSCF may offer 2-3 paid fixed period internships for UG and PG students of SRMU in various organizations of the Satyarthi Movement. These internships will be in accordance with the Internship and Volunteering Policy of Satyarthi Movement.
- (ix) KS-CCR, SRMU may eventually consider offering full time Bachelors and Master's diploma/ degree courses on Child Rights.
- (x) Besides these theory-based courses, all students under the purview of KS-CCR will get a holistic practical exposure to various aspects of Prevention, Protection, Rescue, Restoration and Rehabilitation of children, as well as all forms of exploitation and denigration of Child Rights/ Child Protection, as part of their course work.

(xi) The relevant academic degree programmes as mentioned above will begin after the respective in vernment Authorities and the Higher Education Councils under them approve

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For and on behalf of KSCF, New Delhi

#### 3.3. Other Courses / Programmes to be offered:

- (i) Three-week Refresher Courses on Research Methodology in Child Rights/Child Protection Area.
- (ii) Short-term Workshops on Human Values (for Faculty/Students/Dedicated External Groups.
- (iii) Child Development Programme (Both on or off-campus) and Special Education Program.
- (iv) Executive Development Programme (for educational institutions/companies/organizations) focusing on Crisis Management with respect to Violence against Children.
- (v) Public Debates on Child Rights/ Child Protection Issues.
- (vi) Orientation Lectures for fresh university students to make them sensitive to issues on Child Rights/ Child Protection.
- (vii) Virtual classes can also be introduced under the on-line (Non-Degree) Programme (Distance Education) on Child Rights & Child Protection.
- 3.4. The aforesaid courses could be started within the ambit of other/related schools, departments and disciplines so that the initial budget for KS-CCR courses shall flow from the already sanctioned budgets at SRMU. Subject to the necessary approvals, some courses can be started w.e.f. the next academic year as decided by both the Parties.

## 3.5. To support data driven decision making and assist in formulation and implementation of policy related to child rights and protection by state and non-state actors:

- (i) KS-CCR will assist KSCF in drafting the international child rights policy documents. Sustained discussions and engagement with relevant stakeholders may be jointly carried out for bringing about legislative changes for upholding the rights of children. This will also be aimed at implementation of laws upholding child rights in SRMU.
- (ii) Special consultations/ workshops for the purposes of the policy advocacy can be done jointly.
- (iii) SRMU will arrange funds for evidence-based research on subjects related to freedom, safety, health, education etc. of children to support data driven decision making and assisting in formulation and implementation of policy related to child rights and protection by state and non-state actors.
- (iv)Publishing and publicizing research outcomes for maximum impact will be undertaken. Media and Publications supporting SRMU will also play an important role in doing this.
- (v) Under the MOU and Non-Disclosure Agreement, KSCF will share with SRMU, its data related to trafficked children, rescued and rehabilitated children; advances made in the use of technology for identifying missing children, research on how to create and sustain child-safety cities and urban areas, etc. for further prospective research.
- (vi) A project for the standardization of psychological tests for children will be rolled out immediately with the help of relevant department/s of SRMU. These tests should be able to profile rescued children on the basis of behavioral traits, personality, aggression etc. Rehabilitative models for each of these personality types will also be designed. This will

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- institutionalize child rehabilitation, making their reintegration to mainstream society more systematic.
- (vii) Further research regarding brain mapping and associated triggers of sexual crimes in juveniles in order to take preventive steps would also be undertaken.
- (viii) Identification of research need-gaps for all the topics proposed herein above and plugging them with necessary action will be carried out.

# 3.6. Training and capacity- building of various stakeholders like law enforcement agencies; civil society, corporates etc. about laws, provisions and aspects that uphold the Rights of Children:

- (i) KS-CCR at SRMU campuses will undertake training and capacity-building of stakeholders in Child Protection at its campus. This includes both State and Non-State Actors.
- (ii) Co-hosting of panel discussions, seminars, workshops, symposia, roundtables etc. will also be done.

## 3.7. Training and sensitization of Parents about the Rights of Children for inculcating effective and responsible Parenting:

- (i) Specialized short-term courses in parenting will be designed for new parents and guardians. It is felt that as the first line of care givers for the child, parents/guardians must know the rights as well as the typical and atypical needs of their children.
- (ii) A specialized short-term course will be run for the parents of children with special needs as well.

### 3.8. Supporting Communications and PR activities to uphold the Rights of Children:

- (i) The Communications Department of SRMU will extend support to the Communications Division of the Satyarthi Movement for coming up with OPEDs, newsletters, innovative IEC materials, public service announcements, documentaries etc.
- (ii) Students from Mass Media, Linguistics, Literature, Psychology and other fields of SRMU will also aid in this.
- (iii)Content on Child Rights prepared at KS-CCR will be publicized by the PR division of both SRMU and KSCF.

#### 3.9. Special Projects:

SRMU will offer through its relevant departments at its various campuses counseling services to the employees of the Satyarthi Movement/ Partner organizations who are exposed to extreme traumatic incidents, for determining person-specific exposure limits and exposure duration, for ensuring their emotional and psychological well-being.

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#### 4. FACULTY:

- 4.1. Currently existing faculty from Law, Psychology, Political Science, Anthropology, Sociolinguistics and Social Work across SRMU will be drawn into for designing and administering the courses
- 4.2. SRMU will make provisions for Regular, Visiting and Adjunct Faculty in the relevant campuses as may be required.
- 4.3. KSCF will also contribute towards visiting faculty at KS-CCR, SRMU.

#### 5. CURRICULA

- 5.1. The curricula will be developed jointly by Kailash Satyarthi Children's Foundation and SRMU.
- 5.2. It is understood that the KS-CCR of the SRMU will take the lead in this regard.

### 6. PROGRAMME ADVISORY COMMITTEE (PACS) AND OTHER COMMITTEES

- ·6.1. The academic and outreach activities under this MoU will be guided by a **Programme**Advisory Committee (PAC) consisting of at least five members from the SRMU and three to five from the KSCF to be decided by the respective parties.
- 6.2. In addition, there could be a Coordinating Committee (CC) of the SRMU to coordinate activities to be undertaken by different campuses of SRMU in the area of Child Rights and Protection.
- 6.3 The Composition as well as membership of these Committee/s are to be worked out in detail by mutual consultations.

#### 7. TRANSALATIONS

KS-CCR will identify Child Rights and Child Protection focused texts in Spanish and Portuguese languages, and involve the relevant and competent SRMU or other freelance translators or agencies or School of Translation within SRMU to create an anthology of literature i.e. stories / poems and texts for mainstream literature.

#### 8. STUDENT CLUB AND ACTIVITIES

- 8.1. UCV\* undertakes that under 24x7 activities at the SRMU Campuses, a 'student club' will be opened under the aegis of Dean (Student Welfare)/ or equivalent authority, focusing on Child Rights/ Child Protection which will be involved in various cultural activities related to the same (street plays/ dumb charades etc. on the subject for sensitization and awareness generation).
- 8.2 SRMU undertakes that a 100 million for 100 million campaign club will also be opened under the ambit of KS-CCR at each campus bringing together students of UCV irrespective of the course or batches to stand up for those children and youth whose rights have been violated. Kailash Satyarthi Children's Foundation will guide the 100 million for 100 million campaign club about the activities and interventions to be undertaken for furthering the cause. The aim

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will be to eventually prepare as many socially aware and committed global citizens as possible as the number of children affected by different kind of atrocities. Eventually at the global level, there should be one hundred million socially conscious citizens for a hundred million affected children as per the mandate of 100 million for 100 million campaign christened by Nobel Peace Laureate, Kailash Satyarthi.

- 8.3 SRMU ensures to hold frequent workshop-cum-discussions involving artists, media personnel, cartoonists, authors, activists and thinkers to highlight child-centric issues.
- 8.4 SRMU also assures to establish "Scholar-in-Residence" or "Writer-in-Residence" programmes focusing on the subject of Child Rights and Child Protection.

  \*University Club Volunteers

#### 9. FURTHER OBLIGATIONS:

- 9.1. SRMU undertakes to provide Rent free accommodation for Visiting Teachers and Researchers (including fellows) will be provided.
- 9.2 It is agreed that a honorarium will be paid to faculty in cases of FDPs (Faculty Development Programmes) and EDPs (Executive Development Programmes) as per the rules of both organizations, and also to Researchers (including fellows) as may be determined by both parties.
- 9.3 For drafting the policy documents, sustained discussions and engagement with relevant stakeholders, exercises will be jointly carried out to help bringing about legislative changes for upholding the rights of children.
- 9.4 KS-CCR will leverage strengths from other disciplines and academic programs within SRMU to support the above mentioned aims.
- 9.5 KS-CCR will also study the good practices already available overseas (e.g. Kike. D. Child CCR in Ireland) etc.
- 9.6 All courses will be on self-financing model (except for special incentives/ fellowships/ scholarships as mutually decided by the Parties).
- 9.7 Midterm review and concomitant mid-stream correction (if required) of the progress of all the aforesaid objectives will be undertaken after 12 months.
- 9.8 All the programmes started under this MoU will be introduced in all SRMU campuses.
- 9.9 Interdisciplinary projects will be encouraged so that students from varied fields could participate.
- 9.10 SRMU through KS-CCR will only offer courses that have been mentioned in the present MoU. Any variation in curriculum will have to be mutually agreed upon by the parties.

9.11 Rights of Children for the purposes of academics and implementation will be those mandated under International Doctrines, Treaties and Universal Conventions. SRMU at all times will

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For and on behalf of KSCP, New Delhi

For and on behalf of SRMI Juni Pradrial University

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- uphold the fundamental doctrine laid down by these laws and KSCF that each and every child has unfettered and inalienable right to freedom, health, dignity, safety and education.
- 9.12 SRMU will give access of a students' / parents' grievance redressal/ feedback mechanism to KSCF throughout the tenure of this MoU.
- 9.13 SRMU will ensure that neither its campuses nor its employees at their home will employ child labour.
- 9.14 For courses offered by KS-CCR at SRMU campuses the latter will not adopt a fee-structure that is prohibitive in nature for students and their parents/ guardians.
- 9.15 SRMU will introduce placement system in its courses to place students of the programme for internship programmes as well as jobs.

#### 10. INTELLECTUAL PROPERTY

- 10.1. It is understood between that parties that KS-CCR under the SRMU will have the IPR, copyright on products/projects/applications and published materials developed jointly and share the revenue either generated by the products developed together or funded by other agencies in the ratio of 50:50.
- 10.2 No publicity/ media campaign of KS-CCR under SRMU can be decided or activated by SRMU without the prior written approval of KSCF.
- 10.3 KSCF's Trademarks can only be used by SRMU after express written consent of KSCF with respect to each Trademark.
- 10.4 Even after the expiry or termination of this MoU, the educational material/ content developed at KS-CCR cannot be used by SRMU for any future alliance, without the express written permission and on such terms and conditions as decided by KSCF, and all such material continues to be the intellectual property of KS-CCR and KSCF.

#### 11. JURISDICTION

11.1. Jurisdiction for any dispute arising of this agreement or in connection with this agreement will be Courts at New Delhi.

#### 12. INDEMNITY

For and on behalf of KSCF New Delhi

SRMU will keep KSCF indemnified against any reputational or material damage at all times and KSCF shall be fully indemnified by SRMU on account of any loss or damage suffered by any student or faculty or other member at SRMU.

Registrar

For and on behalf of SRM Chian Brades al University

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#### 13. NON COMPETE CLAUSE

SRMU will not enter into a contract for similar institution/ center in the field of child rights, during the tenure of this MoU.

#### 14. REVIEW

- 14.1. SRMU will submit a compliance report to KSCF once every calendar year audited and approved by an accredited Law Firm of SRMU.
- 14.2 SRMU and KSCF will have a quarterly review meeting over video conferencing to take stock of the progress and review the programmes. The time will be fixed by mutual convenience, but in any case in the last week of every quarter.
- 14.3 The review meeting will include reporting as to how many students have been enrolled in which courses and which are running and newly introduced courses, as well as mechanism of testing/examination of students.

#### 15. BREACH

In case of any non-compliance for breach by one party w.r.t clauses of this MoU, the other party will serve a written notice of two weeks to restore the situation in accordance with this MoU failing which the aggrieved party can terminate this MoU with a further written notice of two weeks.

#### 16. FORCE MAJEURE

- 16.1. If any time during the continuance of this MoU, the performance or any obligation in whole or in part by either party under this MoU is prevented or delayed by reason of any unforeseen circumstances, including war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God hereinafter referred to as events, provided notice of the happening of any such event(s) is given by either party to the other within 21 days from the date of occurrence thereof.
- 16.2 Neither party shall by reason of occurrence of such events, be entitled to terminate this MoU nor shall either party have any claim for damages or any relief against the other in respect of such non-performance or delay in performance and deliveries under the MoU. Activities shall be resumed as soon as practicable after such event has come to an end or ceased to exit. Provided further that if the performance or any obligation in whole or in part under this MoU is prevented or delayed by reason of any such event for a period exceeding 90 days, both parties shall consult each other regarding the termination of the MoU on mutually agreed terms.
- 16.3 Each party shall bear its own costs and losses arising out or on account of such Force Majeure.

#### 17. ASSIGNMENT

This MoU shall be binding upon both the parties hereto and their respective successors and assignees, but it shall not be assigned in whole or in part to any other party in any other organization (of whatever legal structure as the case may be) by either of the parties without the prior written consent of the other party.

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For and on behalf of SRMU Uttan Bradest niversity
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#### 18. AMENDMENT TO MoU

KSCF:

No amendment to this MoU shall be effective unless it is in writing and signed by duly authorized representatives of SRMU and KSCF.

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SRMU:	Prof. U. K. Singh Registrar	:
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Kailash Satyarthi Children's Foundation

Shri Ramswaroop Memorial University

Village Hadauri, Post Tindola, Lucknow-Deva Road,

Head Office: A-23, Mathura Road, Friends Colony West, New Delhi,

Barabanki, Uttar Pradesh

Delhi 110065

IN WITNESS WHEREOF, the parties hereof have caused this MoU to be executed, by its duly authorized officers/members as of the date first written above.

For or on behalf of KSCF For or on behalf of SRMU, Delhi, India Barabanki, Uttar Pradesh ffice of Nobel Place E-MR. KAILASH SATYARTHI 1. Dr. Amit Trivedi Assistant Professor 2. Dr. Jyoti Dewan Chairperson- Academic Collaboration, Industrial Interaction & Entrepreneurship for SRMU, Uttar Pradesh

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#### WITNESSES

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1. Name

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