

MEMORANDUM OF UNDERSTANDING

BETWEEN



**V. M. SALGAOCAR COLLEGE
OF LAW, MIRAMAR,
PANAJI – GOA**

AND



**STOP CHILD ABUSE
NOW (SCAN – Goa)**

Working in the field of

WOMEN and CHILD DEVELOPMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") is executed at Panaji, Goa on the 21st October 2020.

BY AND BETWEEN


V.M. Salgaocar College of Law, Miramar Panaji Goa, 403001, THE FIRST PARTY represented here in by its **Dr. G. Shaber Ali, Principal** (here in after referred as '**FIRST PARTY**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

STOP CHILD ABUSE NOW (SCAN Goa), with Registered office at Casa Pinho, Corte de Oiteiro, Emidio Gracia Road, Panaji – Goa 403001, registered under the Societies Act 1860, carrying registration number 684/Goa/2013 THE SECOND PARTY represented here in by its **Director, Ms. Audrey Pinto**, (here in after referred to as '**THE SECOND PARTY**, organization which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

WHEREAS THE FIRST PARTY is one of the premier law college in the state of Goa focused on developing quality legal education. It takes a holistic view of education and focusses both on academics as well as personality development and ensures that the students receive the best legal education and skills. The mission statement of the First party being *Excellentia.Justicia Humanitas (Excellence in legal education in pursuance of justice and service to humanity)*, the Institute believes in producing committed and efficient legal professionals and contributing to the growth of the legal system in India.

AND WHEREAS THE FIRST PARTY was established by Devi Sharvani Education Society, registered under the Societies Registration Act 1860. The college was started in the year 1973. The college is affiliated to Goa University offering Five Year integrated double degree B.A. LL. B, Three-year LL. B Degree, two year Post graduate LL.M.



programme, Ph.D. program as well as Diploma in Civil Law.

AND WHEREAS THE FIRST PARTY has its own Child Rights Clinic which is the first clinic of its kind in the State of Goa. The main objective being 'building a 'child – friendly' society in the State. The clinic is a part of the clinical legal education program of the college aimed at moulding law students into professionally competent and socially responsible citizens.

AND WHEREAS THE SECOND PARTY is a registered voluntary organization (NGO) registered under the Societies Registration Act 1860, carrying registration number 684/Goa/2013 having its head office at Panaji, Goa-India. The organization assists in cases of children in need of care and protection as well as children in conflict with law.

AND WHEREAS THE SECOND PARTY works closely with the Government Departments, specifically with Goa police in cases of child abuse. The team also works closely with the child welfare committees and the Juvenile Justice Boards in Goa, Children's Court and undertakes social reintegration of children back to society, by enrolling them in schools, vocational courses, trainings, and job placements.

AND WHEREAS THE SECOND PARTY also has a research, advocacy and training wing that works to influence policies at all levels, SCAN has also initiated core committee of experts including lawyers, social workers, and counsellors etc. who are working with policy makers at the State level.

AND WHEREAS THE FIRST PARTY and THE SECOND PARTY regularly collaborate and cooperate with each other in promoting the rights of children by conducting various awareness sessions and training programmes for stakeholders for the State of Goa.

AND WHEREAS THE FIRST PARTY has approached THE SECOND PARTY to further collaborate and initiate a research and skill-based training system in the areas of child rights and child protection for aspiring law students at their Institute.

AND WHEREAS both the parties have agreed to promote the said efforts.

NOW IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, IT IS HEREBY AGREED, CONFIRMED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Purpose

- a. The purpose of this MoU is to outline how THE FIRST PARTY and THE SECOND PARTY will work together to sensitize various stakeholders regarding child protection and child rights. To enhance the understanding of the law students of THE FIRST PARTY on various mechanisms pertaining to child rights and increase their understanding of various legislations, policies and existing systems and structure pertaining to Child Rights.
- b. THE SECOND PARTY agrees to assist THE FIRST PARTY in organizing and conducting various training programmes and workshops for stakeholders for the State of Goa in child protection and child rights. Other collaborative efforts would include jointly publishing research papers in journals and publication of books.
- c. This MoU can be amended only in writing and subject to agreement by both First Party & Second Party.

2. Scope

- a. **Student training Programmes:** THE SECOND PARTY agrees to provide significant inputs to THE FIRST PARTY for the purpose of providing in-house training in child protection and child rights, keeping in mind the needs of the students to bridge the gap between theory and the practice of law in child rights.
- b. **Research and Development:** THE FIRST PARTY has agreed to collaborate and assist THE SECOND PARTY in conducting research projects in child protection and child rights which will include publication of books, articles, journals and creation of Information Education and Communication (IEC) materials for which both the parties will promote a more effective use of their resources.

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4. Commencement, Duration and Termination

- a. The effective commencement date of this working relationship will be the date of the signing of this MoU and the working relationship shall remain in force for a period of 3 years from the commencement date.
- b. The working relationship defined in this MOU can be terminated at any time by any Party by giving 30 (thirty) calendar days written notice of termination to the other Party.
- c. The working relationship will not be automatically renewed and will be reviewed before the end date with a view to assessing delivery against the objectives set out in this MoU and whether a renewed working relationship aligns with the strategies and objectives of the Parties.'

5. Intellectual Property Rights

- a. Both the Parties agree that the Intellectual Property that results from a project done or publication of book, article, or journal in pursuance of this MOU would vest exclusively with The Second Party.
- b. Any intellectual property that was owned by either party before signing this MoU would remain the sole and exclusive property of the party.

6. Governing Law and Dispute Resolution

- a. This MoU shall be fully enforceable in India and shall be governed by and construed in accordance with the laws of India.
- b. Either party shall take all steps to settle any disputes amicably. In case the Parties are unable to reach an amicable and mutual settlement of the dispute within a period of 30 days from the date of dispute through mutual discussions, then the matter will be referred to and settled by binding arbitration.
- c. The arbitration proceedings shall be conducted, including all documents presented in such proceedings in English language. The seat of arbitration



- c. **Block Placements and Exposure Visits:** Institution-Organization interaction will give an insight in to the latest developments / requirements of the Community; THE SECOND PARTY will provide opportunities of internship to trainee students of THE FIRST PARTY for a period of not less than 30 days. Said placement and exposure programmes provided to the students of THE FIRST PARTY through this association will build confidence and prepare the students to have a smooth transition from academics to their working career.
- d. It is agreed by both the Parties that a suitable compensation for services provided by either Party shall be paid on mutually agreed terms by them.
- e. **Bidding for Projects:** Both the Parties hereby agree that they will endeavour to collectively identify research projects in the areas of mutual interest and shall collectively formulate documents to bid for projects. In the event any of the Party is not interested in bidding for a project the other party may bid for the same either individually or in collaboration with other suitable partners having requisite qualifying criterion, infrastructure, resource persons etc.

3. Confidentiality

- a. Both the Parties recognize, accept, and agree that all information obtained or disclosed, during this collaboration shall be of strictly private and confidential nature and shall be treated as confidential by both the Parties.
- b. During the term of this MoU and thereafter, neither Party shall make use of any information obtained during this collaboration for any purpose whatsoever.
- c. The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

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shall be in Goa and shall be conducted and administered by the Arbitrator under the provisions of the Indian Arbitration & Conciliation Act, 1996. The award of the arbitrator shall be binding on the Parties and may be submitted in a court of competent jurisdiction for its execution thereof. Each party shall bear its own costs and fees in connection with the arbitration.

- d. Parties agree to submit all their disputes arising out of or in connection with this MoU to the exclusive jurisdiction of courts of the State of Goa.
- e. That any matter not covered specifically in this MOU may be settled by mutual discussion and agreement in writing thereupon.

7. Non – Binding nature of the Memorandum


- a. Nothing in this Memorandum shall be construed in creating any contract, partnership, agency, or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial academic collaboration.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding to become effective as on the date first written above.

AGREED

For V.M. Salgaocar College of Law

For Stop Child Abuse Now (SCAN- Goa)



Dr. Shaber Ali G.
Offg. Principal



Audrey Pinto
Director



Official Stamp

Official Stamp

Name of the Institution V M Salgaocar College of Law	Name of the organization Stop Child Abuse Now (SCAN-GOA)
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Contact Details Principal	Contact Details Director
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Witness 1: Oni

Witness 3: Pratikshal
09/12/21

Witness 2: Ponskar

Witness 4: Shankar
9/12/21