

Bureau of Police Research & Development

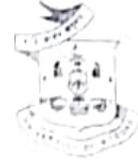
पुलिस अनुसंधान एवं विकास ब्यूरो

Ministry of Home Affairs

गृह मंत्रालय

NH-8, Mahipalpur, New Delhi - 110037

राष्ट्रीय राजमार्ग - 8, महिपालपुर, नई दिल्ली - 110037



No. 32/07/2018-RD

Date: the January, 2020

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding is made on of January, 2020, at New Delhi.

BETWEEN

The Bureau of Police Research & Development, Ministry of Home Affairs, NH-8, Mahipalpur, New Delhi-110037, through its IG/ Director (Research & CA), presently, (hereinafter called as 'BPR&D') of the **FIRST PARTY**.

AND

The University of Mysore, Karnataka, through its Registrar, Prof. R. Shivappa, duly authorised to enter into and sign the Memorandum of Understanding on behalf of the University of Mysore, Karnataka, Krishnaraja Boulevard Road, K.G. Koppal, Mysuru, Karnataka 570006, of the **SECOND PARTY**.

I. PURPOSE:

The purpose of this Memorandum of Understanding (MoU) is:

- to establish the framework of collaboration to conduct a research study on "**Children's Homes under the Juvenile Justice (Care and Protection) Act 2015: Status and Measures to Improve**".

II. TERMS OF REFERENCE:

1.	Title of the Project: Children's Homes under the Juvenile Justice (Care and Protection) Act 2015: Status and Measures to Improve
2.	Objectives of the study: 1) To conduct an in-depth study of the status of the structural, organizational and operational framework of the children's' homes as envisaged in the Juvenile Justice (Care and Protection) Act 2015;

- 2) To identify the gaps and lacunas in implementation of the juvenile justice (Care and Protection) Act 2015 in the context of the infrastructure and service in the children's homes and to identify the reasons thereof,
- 3) To suggest measures for improvement of infrastructure and services in children's homes in order to comply with the provisions the juvenile justice (Care and Protection) Act 2015.

3. **Universe and Sample Size:**

(i) **Universe:** Karnataka, Tamil Nadu, Maharashtra, Madhya Pradesh, Delhi, Haryana, Orissa, Jharkhand, Assam, Manipur

(ii) **Sample Size:** 800

Five Children's Home from each State - 50; Officers dealing with Children's Homes - 250; CWC Members - 250; Juveniles & Family Members - 250

4. Total approved duration for completion of the research study: **15 Months**

Timeline:

Activities	Duration (Months)															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Appointment of staffs and their training																
Tool Construction																
Data Collection																
Data Analysis																
Report Writing																

4. Total approved cost of the project: **Rs. 19,00,500/-**

6. Details of instalments to be released by the BPR&D for the research study:

Instalment	Deliverables	Amount to be paid (Rs.)
1 st instalment	Withing two weeks of signing of MoU.	6,33,500/-
2 nd instalment	Submission of progress report of the study and acceptance of the same by the DG, BPR&D.	6,33,500/-
3 rd instalment	<ul style="list-style-type: none"> • Completion of the research study and acceptance of the same the DG, BPR&D. • Submission of the Audited Statement of Accounts for the full amount of grant sanctioned by BPR&D and spent by the 	6,33,500/-

Organization on the completion of the research study.

7. **Details of Project Director:**

Dr. D.C. Nanjunda

Associate Professor cum Dy. Director Centre for the Study of Social Exclusion and Inclusive Policy Humanities Block,

University of Mysore, Karnataka

Krishnaraja Boulevard Road, K. G. Koppal, Mysuru,

Karnataka 570006

Mobile No: 9880964840

Email: anthroedit@gmail.com

III. TERMS OF AGREEMENT:

1. The duration of the research study is 15 months, from the date of receipt of the amount of the first instalment.
2. The first instalment of Rs. 6,33,500/- will be released to the University of Mysore, within two weeks after signing of the MoU, for commencement of the study.
3. The remaining amount Rs. 12,67,000/- will be released in two subsequent instalments.
4. The research tools for collection of primary as well as secondary data will be prepared and standardized by the Project Director/University of Mysore, in consultation with the Project Coordinator and the BPR&D, before proceeding for collection of data.
5. The Project Director/University of Mysore is expected to submit all correspondence, including the monthly Progress Reports of the research study, through the Project Coordinator to the BPR&D.
6. No TA/DA shall be paid to any staff member of the research team for the research study, including the Project Director and the Project Coordinator by the BPR&D to make any presentation/discussion at the BPR&D Headquarters. All these expenses shall be met from the sanctioned grant for the research study.
7. The University of Mysore has to ensure that the personnel engaged in the research study, as proposed for the study, are deployed for the indicated period only.
8. It is not permitted to divert the grant for any other purpose without the concurrence of the BPR&D.
9. If, after having received the grant, the University of Mysore is not in a position to execute or complete the assignment, it would be required to refund forthwith the entire amount of grant received, so far, to the BPR&D. However, the data collected and report, if any, prepared on the basis thereof, shall be handed over to the BPR&D.

10. Any amount of grant that is not spent for the purpose for which it is sanctioned shall be refunded forthwith to the BPR&D.
11. The research study report will become the property of the BPR&D and will be utilized for any purpose as deemed fit by the BPR&D.
12. No disclosure shall be made to any person by the Project Director/Project Coordinator or any staff member as to the contents of the research work and tentative inferences drawn therefrom without the prior approval of the DG, BPR&D.
13. The University of Mysore/Project Director shall also furnish ten hard copies of the report along with soft copy of the report to the BPR&D.
14. In the event of the services of the Project Director not remaining available due to some unforeseen reasons during the currency of the research study, a substitute Project Director shall be appointed by the organization concerned after prior approval of the DG, BPR&D.
15. The research study shall be completed within the stipulated time. No extension shall be granted, except in case of exceptional circumstances. Extension shall be without any additional financial implications for the research study. All such requests will be considered on a case to case basis. Prior approval of the BPR&D shall be mandatory for extension of duration, failing which the research study shall be deemed to have been cancelled and the entire amount of Research Funding shall be liable to be refunded to the BPR&D.
16. The Project Director as well as the Research Team should be Indian Nationals only.
17. The University of Mysore/Project Director will submit six monthly progress report for the research study through the Project Coordinator to the BPR&D.
18. There will be a review of the progress report by the BPR&D. If required, the BPR&D may use the services of a subject expert and/or practitioner to evaluate the progress of the research study as per the decided objectives and research design. Such evaluation(s) may be carried out by more than one evaluator if required.
19. Based on the review, the BPR&D, will take the final decision whether to continue with the research study and to release the remaining grants, contingencies, etc., or to terminate the research study. If the progress is not found to be satisfactory, the research study may be terminated and the amount released to the University of Mysore/Project Director shall be liable to be refunded to the BPR&D.
20. Before finalizing the recommendations of the research study, the Project Director is required to hold a workshop/meeting within the sanctioned amount of the research study in consultation with the BPR&D.
21. The Project Director/ University of Mysore must ensure that no part of the report is plagiarised. In case, the BPR&D finds that the proposal/ report has been plagiarised, the BPR&D will reject it and recover the amount of funding. The

Project Director will also be blacklisted for applying to BPR&D for future funding under any scheme.

22. The University of Mysore shall be responsible for disbursement and administration of research grants and maintenance of proper accounts.
23. After completion of the research study, the Utilization Certificate along with Audited Statements of Accounts for the full amount of grant sanctioned by the BPR&D and spent by the University of Mysore, shall be submitted by the University of Mysore to the BPR&D.
24. If the grant is kept in a bank account earning interest, the interest so earned should be reported to the BPR&D. The interest thus earned will be treated as a credit to the Organization/Project Director to be adjusted towards further release of the grant.
25. Legal action, if any, shall be subject to the jurisdiction of Delhi Courts.

IV. OTHER ARRANGEMENTS:

This MoU does not supersede any existing agreement or arrangement or affects any future agreement or arrangement among the parties and does not affect the ability of the parties to enter into other agreement or arrangement related to this MoU.

V. NAMES AND ADDRESSES OF PARTICIPATING PARTIES:

- | | |
|----------------------------------|----------------------------------------------------------------------------------------------------------------|
| A. Registrar Name: | Prof. R. Shivappa |
| Address of the Organization: | University of Mysore, Karnataka,
Krishnaraja Boulevard Road,
K.G. Koppal, Mysuru, Karnataka 570006 |
| B. IG/ Director (Research & CA): | Shri Tajender Singh Luthra, IPS |
| Address: | Bureau of Police Research & Development,
Ministry of Home Affairs,
NH-8, Mahipalpur,
New Delhi-110037 |

VI. LIASON OFFICERS:

- | |
|----------------------------------------------------------------------------------------------------------|
| A. Prof. R. Shivappa |
| University of Mysore, Karnataka, Krishnaraja
Boulevard Road, K.G. Koppal, Mysuru,
Karnataka 570006 |

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B Shri Tajender Singh Luthra, IPS
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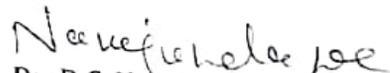
VII. DURATION OF THE MOU:

This MOU shall become effective on the date of signature by all the parties and will continue for 15 months. It may be extended by mutual agreement of both the Parties in writing. It may be modified on mutual consent or terminated by either Party at three months' notice to the other Party but not before completion of the on-going project.

VIII. REGULATIONS:

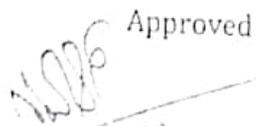
This MOU and all associated agreements will be subject to the applicable laws and regulations from time to time.

Approved and Accepted

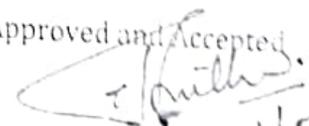

Dr. D.C. Nanjunda

Associate Professor cum Dy. Director Centre for the
Study of Social Exclusion and Inclusive Policy Humanities Block,
University of Mysore, Karnataka
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Mysuru, Karnataka 570006

Approved and Accepted


Prof. R. Shivappa
Registrar,
University of Mysore, Karnataka,
Krishnaraja Boulevard Road, K.G. Koppal,
Mysuru, Karnataka 570006

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