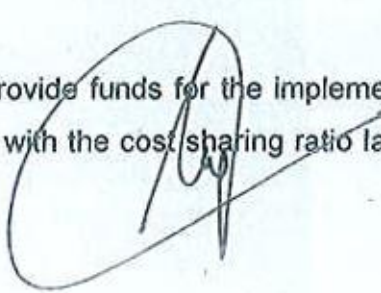




MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PRESIDENT OF INDIA
AND
THE GOVERNOR
OF
THE STATE OF SIKKIM
FOR THE IMPLEMENTATION OF
THE CENTRALLY SPONSORED SCHEME
INTEGRATED CHILD PROTECTION SCHEME


MEMORANDUM OF UNDERSTANDING

1. THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on this 30th day of April, 2010 between the President of India, acting through Shri Sudhir Kumar, Additional Secretary, Ministry of Women and Child Development, Government of India (hereinafter called "THE FIRST PARTY" which expression shall unless repugnant to the context or meaning thereof, include its successor in interest and permitted assigns) of the one part and the Governor of the State of Sikkim through Ms. Rinchen Ongmu, Principal Secretary, Social Justice Empowerment and Welfare Department, Government of Sikkim (hereinafter called "THE SECOND PARTY" which expression shall unless repugnant to the context or meaning thereof, includes its successor in interest and permitted assigns) of the other part.

2. WHEREAS, it has been the concern of the FIRST PARTY that the Constitution of India recognizes the vulnerable position of children and their Right to Protection, WHEREAS, the FIRST PARTY is committed to ensure a safe and secure environment for all children for their all round and healthy development, and WHEREAS in pursuance of the aforementioned commitments the FIRST PARTY has launched a centrally sponsored scheme called 'Integrated Child Protection Scheme (ICPS)'.


3. THE PARTIES HEREBY AGREE AS FOLLOWS:

3.1 On behalf of the FIRST PARTY, the Additional Secretary of the Ministry of Women and Child Development will be the Nodal Officer and on behalf of SECOND PARTY, the Principal Secretary to the State Government of Sikkim, dealing with child protection/welfare matters will be the Nodal Officer, for effective implementation & monitoring of ICPS.

3.2 THE FIRST PARTY will provide funds for the implementation of ICPS to the SECOND PARTY in accordance with the cost sharing ratio laid down in para 3.9 of this MOU.


3.3 The FIRST PARTY will set up a Central Project Support Unit (CPSU) at Delhi and the State Project Support Units (SPSUs) in the State signing this MOU. The CPSU and SPSU will function as "Mission Directorates" headed by Mission Directors.

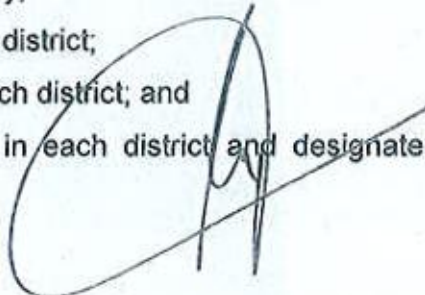
3.4 The SECOND PARTY will be primarily responsible for the effective implementation and monitoring the schemes in the State.

3.5 The SECOND PARTY will assess the requirements of child protection services in the State under ICPS and accordingly make timely budgetary provisions in the State Budget. The SECOND PARTY will, at the time of making a request for release of installment, furnish a 'Utilization Certificate' of the total amount, i.e., Central and State share, of the previous installment in prescribed format and will certify its "State Matching Share" in line with the provisions laid down in para 3.9 of this MOU.

3.6 The SECOND PARTY will implement the existing projects/institutions under the scheme that have been brought under ICPS namely (i) Integrated Programme for Street Children; (ii) A Programme for Juvenile Justice; and (iii) Scheme of Assistance to Homes for Children (Shishu Greh) to Promote In-country Adoption as per the ICPS norms.

3.7.1 The SECOND PARTY will develop an Implementation Schedule so as to ensure that the following structures are set up within a period of three months from the date of signing of this MOU:

- (a) State Child Protection Society;
- (b) State Adoption Resource Agency;
- (c) Juvenile Justice Boards in each district;
- (d) Child Welfare Committees in each district; and
- (e) Special Juvenile Police Units in each district and designate a Child Welfare Officer in each police station.



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3.7.2 And the following structures are set up within a period of six months from the date of signing of this MOU:

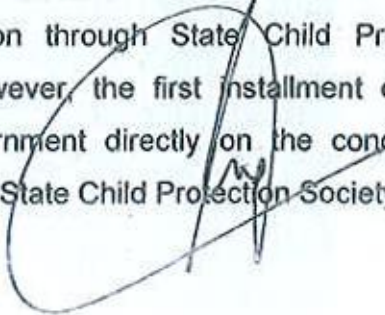
- (a) District Child Protection Society in each district;
- (b) Specialized Adoption Agency in each district;
- (c) Adoption Coordinating Agency.

3.8 The SECOND PARTY will establish and maintain all institutions either by itself or in association with voluntary organisations as per the provisions laid down under the Juvenile Justice (Care and Protection of Children) Act, 2000 as amended in 2006.

3.9 The FIRST PARTY and the SECOND PARTY will jointly share the expenditure for various components as laid down in the scheme document in the following ratios:

- (a) 100 per cent funding by the FIRST PARTY to all structural mechanisms and services under the Government of India like Child Protection Division in National Institution of Public Cooperation & its Regional Centres, Central Adoption Resource Agency, Childline Service, Central Project Support Unit and State Project Support Unit;
- (b) 90:10 for all components for all the States of the North East and Jammu & Kashmir;
- (c) 90:10 for all components with NGO participation;
- (d) 75:25 for all components in the States except the North East and Jammu & Kashmir, Juvenile Justice Boards (JJBs), Child Welfare Committees (CWCs) and NGO run projects;
- (e) 35:65 for the JJBs and CWCs for States other than North East and Jammu & Kashmir.

3.10 The central share of funds under ICPS will be released to the State Government/UT Administration through State Child Protection Society in two installments every year. However, the first installment of the first year can be released to the State Government directly on the condition that the funds be transferred immediately to the State Child Protection Society as soon as it is set up.

A large, handwritten signature in black ink is written over the text of paragraph 3.10. To the right of the signature, there is a circular stamp, possibly a seal or a date stamp, which is partially obscured by the signature.

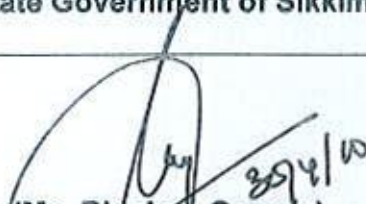
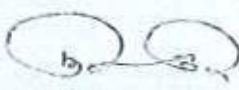
3.11 The FIRST PARTY and the SECOND PARTY will both transfer their share of funds directly to the Bank Account of the State Child Protection Society. The State Child Protection Society will, in turn, release funds to the District Child Protection Societies and voluntary organizations as laid down in ICPS.

3.12 Any unutilized funds released to the SECOND PARTY will be returned to the FIRST PARTY.

3.13 All disagreements/difference of opinions/disputes regarding the interpretation of the provisions of this MOU shall be resolved by mutual consultation by the signatories.

3.14 Through this MOU, both parties affirm their commitment to the children of India and agree to implement and carry out all the activities under ICPS.

4. Signed at New Delhi on this 30th day of April, 2010.

| For and on behalf of the Governor State Government of Sikkim | For and on behalf of the President of India |
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|  (Ms. Rinchen Ongmu) Principal Secretary, Social Justice Empowerment and Welfare Department, Government of Sikkim |  (Shri Sudhir Kumar) Additional Secretary, Ministry of Women and Child Development, Government of India |