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MEMORANDUM OF UNDERSTANDING
BETWEEN
RAILWAY PROTECTION FORCE
AND
ASSOCIATION FOR VOLUNTARY ACTION
FOR
RAID & RESCUE SUPPORT, CAPACITY
BUILDING AND SENSITIZATION FOR A
TRAFFICKING FREE NATION

This Memorandum of Understanding (hereinafter referred to as the "MoU") is made on this 6th day of May, 2022

BY AND AMONGST

Railway Protection Force, an Armed Force of the Union under the Ministry of Railways, Government of India established by the Railway Protection Force Act, 1957, having its office at Rail Bhawan, Raisina Road, New Delhi – 110 001, (hereinafter referred to as "RPF," which expression shall unless it be repugnant to the subject or context thereof, include its successors, permitted assigns or nominees), of the FIRST PART

AND

Association for Voluntary Action, also known as Bachpan Bachao Andolan, having its registered office at L-6, Kalkaji, New Delhi – 110019 (hereinafter referred to as "AVA" or "BBA") which expression shall unless it be repugnant to the subject or context thereof, include its successors permitted assigns or nominees), of the SECOND PART

(RPF and AVA or BBA) shall hereinafter be referred to collectively as the "Parties" and individually as the "Party")

WHEREAS

1. Indian Railways is one of the world's largest railway networks over a route of 65,000 kms and 7,500 stations. It operated around 21,000 trains everyday prior to onset of pandemic COVID-19, of which about 12,000 were passenger trains. The Indian Railways is also the largest, fastest and most reliable carrier for traffickers across the country. Scores of women and children get trafficked every year through the well networked railways in our country.
2. Railway Protection Force is an Armed Force of Union under the Ministry of Railways, Government of India for "the better protection and security of railway property, passenger area and passengers and matters connected therewith";

3. AVA was founded in 1979 with the mission to eliminate all forms of violence against children and to create a world where all children are free, safe and healthy and receive quality education. AVA aims to achieve this mission by collaborative actions, strengthening national & global policies, building capacity of duty bearers, identifying and replicating best practices in the implementation of the policy or regulatory framework relating to child protection;
4. Parties agree to co-operate in accordance with this MoU to synergize each other's efforts in curbing trafficking, child labour, or any other abuse by sufficient training, capacity building, intelligence sourcing etc.
5. Underlying this MOU is recognition of the respective mandates and responsibilities of the Parties for child protection, and the need to build on the comparative advantages and cooperation aimed towards common goal of a Child friendly Railways free of trafficking.
6. This Memorandum sets out the areas of co-operation, commitment/support, relationship, respective rights and responsibilities of each Party;
7. This MOU reflects the joint commitment of the Parties who recognize it as guidelines for eliminating all forms of exploitation of children & women.

NOW THEREFORE IN CONSIDERATION OF the premises and mutual covenants set forth herein, the Parties hereto covenant and agree as follows:

1. PROJECT AND PURPOSE

RPF, with technical support from AVA intends to:

- (a) Implement sensitization & training workshops for RPF personnel identified across about 750 AHTUs and other railway personnel/police posted/working at railway stations *inter-alia* Station Master/Station Superintendent, TTE/TC, Government Railway Police (GRP), other commercial and technical Railway staff and;
- (b) Design and implement a joint campaign and communication strategy, raid & rescue program utilizing the intelligence and infrastructure network of Parties in order to build a robust safety net around children & women to ensure that they are protected against trafficking. (Hereinafter referred to as "Purpose").



2. DEFINITIONS

"Child Labour" shall mean the working children defined as per the Child Labour (Prohibition and Regulation) Amendment Act, 2016.

"Child Marriage" shall mean a man or woman marrying underage as per definition provided in the Prohibition of Child Marriage Act, 2006.

"Child Sexual Abuse" shall mean the sexual assault as defined in the Protection of Children from Sexual Offences (POCSO) Act, 2012.

"Confidential Information" shall mean and include any information disclosed by the disclosing Party to the recipient either directly or indirectly, in writing, orally or visual/by inspection (including, without limitation, documents, reports, statistics, data), which is (a) designated as "Confidential," "Proprietary" or a similar designation; or (b) would reasonably be understood to be confidential. This shall include, but not limited to the information regarding projects (actual, proposed or developed as part of this MoU), reports, field visits, research data, IEC Material, communication, technical information, raid & rescue strategies, communication and project plans, databases, policy framework, the existence of, discussions and research data prepared under this MoU (verbal, written or otherwise) etc.

"Intellectual Property Rights" shall mean each Party's patents, trademarks, trade secrets, know-how, copyright, logos, all deliverables etc. existing as of the date of this MoU. All work products produced, or to be produced through/during engagement under this MoU with RPF and other rights therein, including, without limitation, all copyrights, rights over derivative works, article/paper/book or any other material pertaining to AVA's activities, all correspondence that may be had with RPF in connection with AVA's activities, patents, trademarks, trade dress, know how, trade secrets, name, logos or any other intellectual property rights that gets created, developed during the course of this MoU, AVA's confidential and proprietary information;

"IEC Material" shall mean and include the Information, Communication and Educational materials (for e.g. pamphlets, manuals, training materials etc) that



augment in educating audience of their rights, entitlements and also the transformative role played by education;

"Trafficking" shall have the meaning as provided under section 370, Indian Penal Code, 1860

3. SCOPE OF PARTNERSHIP

RPF and AVA each shall appoint a senior staff as a single point of contact for coordination and implementation of the MOU.

A. Training and Capacity Building

- Inspectors
- Sub-Inspectors,
- ASI
- Head Constables and constables
- AHTU of RPF
- TTEs/TCs, Station Supdts,
- GRP personnel,
- Other railway staff working in stations/trains

i. Training programmes will focus on all child protection issues such as sexual abuse, child labour, online child sexual abuse, Bonded labour, child marriage, along with specific emphasis on the offence of trafficking. All Special laws for the protection of children & women, programmes and schemes for children & women will be covered under the training schedules. These include:

- Juvenile justice (Care and Protection of Children) Act, 2015 and the Model Rules;
- Guidelines for Sponsorship and Foster Care;
- Protection of Children from Sexual Offences Act, 2012 along with Rules and Guidelines under the Act;
- Immoral Traffic Prevention Act, 1956;
- Child and Adolescent Labour (Prohibition and Regulation) Act, 1986;
- Bonded Labour System(Abolition) Act, 1976 and Rules;

- Standard operating procedures to handle cases of Child Labour;
- Standard operating procedures to deal with cases of Bonded Labour;
- Standard operating procedures to handle cases of missing children;
- Central Sector Scheme for Rehabilitation of Bonded Labour 2016;
- Prohibition of Child marriage Act, 2006;
- Human trafficking including advisories issued by Ministry of Home Affairs;
- Standard operating procedures to Combat Trafficking in Persons;
- Child Protection Services; and
- Any other law or programme that may be used by Law enforcement agencies to address crimes against children&-women.

B. Sensitization & Awareness Campaign

- i. Content and implementation of all awareness and sensitization campaigns shall be jointly planned in advance by the Parties for targeting the commuters.
- ii. AVA shall provide sensitization and awareness support to RPF by sharing relevant communication materials, creating awareness via voice messages, videos clips etc that may be considered for playing regularly in trains and at the stations. This shall aid in creating deterrence amongst the offenders.
- iii. Developing audio-visual content for communication that may be played in the trains and railways platforms.

C. Raid & Rescue Partnership

- i. All train escorts and critical staffs deployed in mass contact area to be appropriately sensitized and trained to identify the potential victims.
- ii. Information from the following to be acted upon immediately:
 - AVA and its partners
 - Cyber Cells of RPF
 - Natives from the source hubs like shopkeepers, local agencies operating in the area, vendors etc. However, information may be got verified from other credible sources



- Inputs provided by Intelligence units, Law Enforcement Agencies, state police, CAPFs etc;
 - RPF's or AVA's database on identified and detected trafficking hotspots and traffickers;
 - Other sources as found prudent to enhance efficacy of action against trafficking.
- iii. AVA to share intelligence information pertaining to identified & detected trafficking hubs and/or persons;
- iv. On the basis of the inputs received from various sources including AVA, RPF will conduct raid & rescue in trains/stations in order to detect cases of trafficking. AVA will provide necessary help to RPF in the endeavor.
- v. RPF to be associated and linked with AVA's partner's who shall coordinate and assist in RPF's rescue mission;
- vi. AVA to support RPF in developing the trafficking module with database of all perceived and detected trafficking cases that will aid in providing actionable leads to the field units;
- vii. AVA to provide with technological support to identify any digital footprints of the traffickers including support through Social Media and Dark Net information;
- viii. Parties to develop collaborative activities for families of victims of child abuse/child labour/child trafficking survivors.
- ix. AVA will assist RPF in launching civic action programme in the areas identified as source for Human trafficking.

4. CHANGES TO THE MEMORANDUM

- 4.1 This MoU may be amended at any time by agreement between the Parties;
- 4.2 Any changes to this MoU must be made in writing and signed by the Parties.

5. COMMENCEMENT & DURATION

- 5.1 The MoU will be effective from the date of signature by the Parties and will be valid for a period of 5 years from the effective date thereof; unless terminated earlier by the Parties as per the terms and conditions mentioned herein;
- 5.2 The MoU can be terminated by either Party by giving a three months' prior written notice to the other;

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- 5.3 This MoU may be extended for such future periods as the Parties may decide through mutual consultations.

6. COST & REPORTS

- 6.1 AVA shall bear the entire cost of following activities:
- (i) Trainers' salary, stay, travel and other out of pocket expenses;
 - (ii) Trainings that shall be rendered under this MoU; and
 - (iii) Preparation of the implementation manual and the IEC material.
- 6.2 No financial implication will accrue to the RPF or Ministry of Railways on account of operation of this MoU.
- 6.3 Parties shall put in place a mutually agreed review mechanism. They shall, on a fortnightly/monthly basis and in a format mutually agreed by them, conduct review meetings at divisional/zonal/national levels in order to discuss the progress and trackdown reports by the Parties.

7. CONFIDENTIALITY

- 7.1 Recipient shall endeavor to hold all Confidential Information disclosed by the Disclosing Party in confidence, using a standard of care no less than the degree of care that they would be reasonably expected to deploy for their own similar confidential information. Recipient acknowledges the Confidential Information to be the work product of the disclosing Party and will not disclose it to third parties or use it in any way, commercially or otherwise, except in connection with the performance of its obligations and the exercise of its rights pursuant to this MoU.
- 7.2 RPF may, subject to prior written consent of AVA, further disseminate and leverage the IEC Material under this MoU to other departments and stakeholders, subject to clause 9 of this MoU.

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8. ASSIGNMENT & ASSOCIATION

AVA may, for any portion of its rights, duties or obligations under this MoU, assign and associate with; its related entity Kailash Satyarthi Children's Foundation (hereinafter referred to as "KSCF") for implementation of on-ground, training and logistical support. Notwithstanding the foregoing assignment, AVA shall be responsible and accountable to RPF for performance of all its obligations under this MoU.

9. INTELLECTUAL PROPERTY

- 9.1 AVA and RPF shall be the exclusive owner of their respective Intellectual Property Rights;
- 9.2 Subject to necessary legends in place, either Party may use the name, logos and trademarks of the other in offline or online content whenever any joint endeavor of RPF and AVA like training programmes, sensitization initiatives etc is launched.

10. RELATIONSHIP

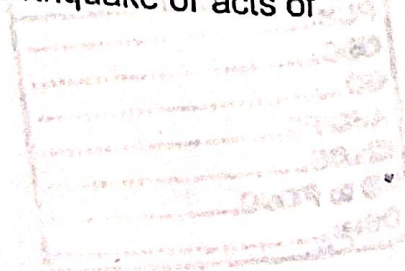
This MOU is intended to strengthen cooperation between RPF and AVA for the protection of children & women by developing a robust and vigorous system to tackle the menace of trafficking across the Country and nothing contained herein shall be construed to create or imply a principal-agent or employment relationship between the Parties.

11. FORCE MAJEURE

Neither Party shall be liable for any delay in performing, or failure to perform, their obligations to the extent to which the delay or failure is caused by an event which is beyond the reasonable control of the affected Party including inter-alia, fire, explosion, war, civil commotion, terrorist activity, riots, flood, earthquake or acts of God.

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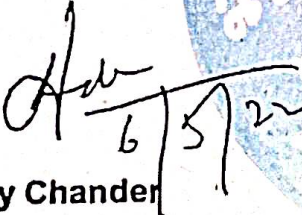


12. SEVERANCE

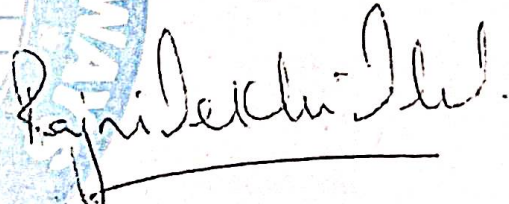
If any provision of this MoU shall be or become invalid, the other provisions shall remain valid and the Parties shall replace the invalid provision by an adequate amendment which approximates the expectations of the Parties and their intentions at the time of the execution of this MoU.

IN WITNESS WHEREOF each of the Parties have caused this MoU to be executed on the date first written hereinabove.

For and on Behalf of
Railway Protection Force
Name and Signature


Sanjay Chander
Director General
Railway Protection Force

For and on Behalf of
Association for Voluntary Action
Name and Signature


Ranjini Sekhri Sibal
Chief Executive Officer
Association for Voluntary Action