

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



APON FOUNDATION

And



Daffodil Institute of Social Sciences (DISS)

Daffodil Smart City, Ashulia, Savar, Dhaka
Bangladesh

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Daffodil Foundation Reg.No. S-4302

This document constitutes an agreement between **Daffodil Institute of Social Sciences-DISS**. DISS is an initiatives of Daffodil International University under the supervision of Daffodil Foundation & supported by KISS - Kalinga Institute of Social Sciences, Bhubaneswar, Odisha, India. DISS is a shelter home for disadvantaged, underprivileged children that belong to the poorest of the poor, sometimes having no family. Moreover they don't have any roots. Basically DISS will provide safe accommodation, quality education, medical services and meet the basic human needs for the disadvantaged children free of cost to make their future better, reintegration and mainstreaming and **APON Foundation**, a non-profit, charitable organization dedicated to improve the lives of disadvantaged child laborers through education, skill development training to increase employability and improve health and hygiene knowledge.

This MOU is to express the willingness of both parties to engage in an effort. APON will send homeless distressed children from transitional shelter to Daffodil Institute of Social Sciences – DISS. Both organizations will agree to the following conditions for the betterment of those children.

Commitments by DISS:

1. Age limit of children will be between 05-12 years, but age limit will be considered basis on special cases.
2. DISS will receive homeless distressed children from the transitional shelter of APON after verifying the criteria.
3. Transportation cost will be borne by DISS during receiving of children from transitional shelter.
4. DISS will support APON's mobilizers through imparting necessary training regarding different child rights issues
5. DISS will ensure child wellbeing after receiving of children
6. DISS will allow the team of APON to visit children at DISS according to pre-schedule
7. If APON found Original guardian of children DISS will allow to reintegration process to his/her family or take guardian consent for take over
8. Quarterly progress meetings will be held between DISS and APON, both organizations will be responsible for organizing the meeting.
9. If any occurrences take place at DISS shelter home that will be shared with responsible persons of APON.

Children criteria of DISS:

- Orphan Children, parentless
- Children of poor workers
- Disadvantaged children of Vedas, Harijans or Adivasis
- Convenient children living in hijras and slums
- Children engaged in child labor and begging
- Unaccompanied children who live, sleep, work, and play on the streets; Unaccompanied children from disadvantaged families are growing up in neglect;

Reasons for the child's initial nomination:

- The child, whose parents any one or both have died
- The child without legal or lawful guardian
- No one is taking care of the child as both the parents are living separately so there is no trace of the parents or both the mothers and relatives are not aware of it.
- The father is completely incapacitated and not alive, the mother has gone elsewhere and the child is in extreme danger
- The lost homeless street child
- Children in other orphanages who are unable to develop due to lack of childcare facilities may also be admitted to DISS with special consideration by the authorities.

Commitment by APON foundation

1. Volunteers team of APON frequently communicate with concerned persons of DISS to know development of the children
2. APON will prepare case history/child profile before handover the children to DISS
3. APON will ensure psychological and motivational support before handover of children
4. APON will ensure an assessment of educational competency before handover of children
5. APON will ensure all legal procedures before handover of children to DISS.

1. General Terms of MOU

- 1.1. **Duration of MOU:** This MOU shall be operational upon signing and will have an initial duration of one year and it will be continued if both party agreed.
- 1.2. **Coordination:** In order to carry out and fulfill the aims of this agreement, each party will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities. DISS and Apon Foundation staff will meet with prior notice to discuss progress and plan activities.
- 1.3. **Confidentiality:** Each party agrees that it shall not, at any time, disclose any information relating to this MOU even after executing activities mentioned in MOU or the affairs of business or method of carrying on the business of the other without consent of both parties.
- 1.4. **Termination of MOU:** The partnership covered by this MOU shall terminate upon non-compliance with any provisions of this MOU. The agreement may also be terminated with a written one month notice from either side. In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect.
- 1.5. **Communications:** All notice, demands and other communication under this agreement in connection herewith shall be written and shall be sent to the email of the concerned party. Any notice shall be effective from the date on which it reaches the other party.
- 1.6. **Addendum:** Any Addendum to this MOU shall be in writing and signed by both parties.
- 1.7. **Settlement of Disputes:** The parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance to the procedure as may be agreed between the parties.

Above conditions are mutually agreed by both parties for the betterment of distressed children of Bangladesh. If any misunderstanding takes place that will be solved through discussion.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below:

Md. Jahangir Hossain
Project Director
Daffodil Institute of Social Sciences
Daffodil Smart City
Ashulia, Dhaka- 1349

M. Aftabuzzaman
Executive Director
APON Foundation
Ka-21/2A, Shahjadpur,
Gulshan, Dhaka-1212

Witness:

1. Farhana Haque, Coordinator from DISS
2. Jhony Hasan from APON Foundation

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