

MEMORANDUM OF UNDERSTANDING

BETWEEN



GOA UNIVERSITY, GOA

AND



BOOKWORM



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MEMORANDUM OF UNDERSTANDING

BETWEEN
GOA UNIVERSITY, GOA
AND
BOOKWORM



MEMORANDUM OF UNDERSTANDING [hereinafter called as the MoU] is made and entered into on this 6th day of May, 2024 between the **Goa University**, Goa, India, herein represented by its Registrar, Prof. V. S. Nadkarni, having its official address at the Administrative Block, University Campus, Taleigao Plateau, Goa 403206 (hereinafter



referred to as **GU** and which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) on the **ONE PART** and **Bookworm**, having registered under 12A for **Charitable Purpose under Income Tax Act, 1961** through its Financial and Legal Consultant, Shri. Thomas Simoes, major in age, Indian National, having its official address at **Bluebelle, 2nd Floor, Tamba Colony, St. Inez, Panaji, Goa 403001, India** (hereinafter referred to as **Bookworm** and which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) on the **OTHER PART** (who for the purpose of this MoU are hereinafter individually referred to as **PARTY** and collectively referred to as the **PARTIES**).

A. SCOPE OF THE COOPERATION

This MoU establish a formal understanding of cooperation and collaboration. Both the parties believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities

Both Parties, being legal entities, agree that it will be mutually beneficial for GU to refer students for field work training in social work at Non-Governmental Organizations.

Both the parties agree to cooperatively provide field work training of students of Master in Social Work and in themselves desire to sign this MoU for their mutual interests.

At **GU**, Prof. Rajendra Gad, Dean, Manohar Parrikar School of Law, Governance and Public Policy, will oversee the implementation of the MoU. At **Bookworm**, Shri Thomas Simoes, Legal and Financial Consultant, **Bookworm** will oversee the implementation of the MoU.

B. AREAS OF THE COOPERATION

1. To streamline and structure the placement of students for Field Work practicum in Social Work Education
2. To refer students for field work training in social work to the NGO
3. To build collaboration for research, consultancy and job placements for students of Social Work.



THE PARTIES HERETO AGREE TO THE TERMS AND CONDITIONS SET OUT HEREIN, WHICH ARE AS FOLLOWS: -

I. TERM AND TERMINATION

The Memorandum of Understanding (MoU) shall remain in force for a period of five (5) years from the date it is signed by the authorized officials of the two Institutions. It may further be extended or amended with the written consent of both parties. This MoU may be terminated by either party subject to the delivery of three (3) months prior written notice to the other Party.

II. ROLE OF GOA UNIVERSITY (GU):

1. Designate a faculty member to be Faculty Field Co-Ordinator and Faculty Student Supervisor in matters pertaining to field instruction to implement this MoU. The Faculty Field work Co-Ordinator will:
 - a) Serve as liaison between GU and Organization/ agency including appropriate communication with Office of the Dean, Manohar Parrikar School of Law, Governance and Public Policy, Goa University's;
 - b) Make periodic visits virtually or in person to Organization/ agency to assess the practicum setting, review student progress and consult with the Agency Supervisor on learning patterns or problems;
 - c) Be available to the Agency Supervisor for immediate consultation when requested; and
 - d) Share with the Agency Supervisors knowledge of the educational program of GU and pertinent information about the student's progress in other areas of the curriculum.
2. Consider the needs and recommendations of the organization in all matter concerning its field work program;
3. Work with students to prepare a work plan that would give structure to the field experience by listing goals for student educational outcome sand field learning experiences;
4. Co-ordinate sharing a copy of the Final Consolidated Student field report with the Agency/ Organisation if requested.
5. Review and accept where appropriate the organization's recommendations for its staff members to serve as Agency Supervisor of students who have been placed at organization;
6. Provide opportunity for the organization to interview and assess student(s) fit for field placement at organization and assist with arranging interview;
7. Provide Organization/ Agency relevant written information concerning student(s)

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A handwritten signature in blue ink, appearing to be 'G.' with a horizontal line underneath.



recommended for placement at Organization/ agency;

8. Provide consultation to Organization/ Agency, Agency Supervisor(s) and other appropriate staff of Organization/ agency regarding the general development of its field work program;
9. Provide opportunities for professional development of the Agency Supervisor(s) and other appropriate members of the Organization/ agency staff through orientation, meetings, institutes, and/or seminars; and

III. ROLE OF ORGANISATION/ AGENCY'S:

1. Accept students for placement in Organization/ agency, the exact number to be decided annually by Organization/ agency and GU;
2. Provide a work/learning environment for students that is without discrimination based on caste, race, language, color, national origin, age, sex, religion, disability, veteran status, sexual orientation or marital status;
3. Provide educationally sound field placements for students;
4. Provide well-qualified Agency Supervisor(s) with a qualification of Bachelors in Social Work or Masters in Social Work to support student learning at the NGO
5. Assure that each Agency Supervisor has adequate time within his/her work schedule to
 - a) Meet the educational needs of the student, including: orientation to the Organization/agency and its services, development of learning opportunities which include depth and variety, and preparation for at least weekly conferences with each student;
 - b) Meet with the Faculty Field Coordinator of GU at periodic intervals to discuss learning opportunities and student performance;
 - c) Attend as per the Agency/ Organisation's need and discretion, appropriate GU sponsored meetings, conferences and seminars
 - d) Prepare reports and evaluations as required by GU, including a comprehensive evaluation of each student's performance at the end of each academic semester;
6. Provide GU with a written description of the placement (the function and purpose of Organization/ agency), including the learning opportunities anticipated, in order to help students and GU to match students for placements;
7. Provide students with opportunities to participate in the overall Organization/ agency program and activities as appropriate to educational needs, educational preparation and practice competency;
8. Provide opportunities to reinforce learning from all areas of GU's curriculum, when feasible;



9. Provide students with:

- a) Sufficient work space;
- b) Access to technology and tools necessary to complete tasks and assignments; and
- c) Access to client and Organization/ agency records appropriate to the student's learning experience;

10. Supervise and assume responsibility for the students' work at Organization/ agency;

11. Provide a safe work and learning environment for students, including first aid and emergency medical care and referral to an appropriate health care provider if needed; and

12. Provide student(s) with information about Organization/ agency specific requirements in a timely manner

IV. FINANCIAL OBLIGATION:

1. Each Party shall be responsible for its own costs incurred in carrying out its responsibilities under this MoU.
2. The Parties understand that no funding has been specifically allocated to facilitate this MoU and that continued participation in this MoU is contingent upon the availability of funds of the respective parties involved.
3. Each party may, upon subsequent mutual agreement which shall be reduced in writing bear some part of the activities agreed upon for implementation of this MoU.

V. NOTICES

Unless otherwise agreed between the Parties in writing, all notices and other communications required or permitted to be given under this MoU shall be in writing and shall be deemed to have been properly given if delivered by hand or by courier, or sent by registered mail or addressed to intended recipient's registered address as mentioned above. Any change in the particulars shall be promptly notified to the other Party in writing well in advance.

VI. AMENDMENT

No amendment, modification, alteration or enlargement of this MoU or its Schedules, if any, shall be valid or binding unless it is in writing and signed by the duly authorized representatives of the Parties.



VII. RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed by the Parties acting under this MoU as Independent entities. Neither Party is authorized to use the other Party's name in any way to make any representations or create any obligation or liability expressed or implied on behalf of the other Party without the prior written consent of the Party. This MoU is not intended to and does not give any person who is not a Party to it any rights to enforce any of its provisions. Nothing in this MoU will be construed as creating a binding legal relationship between the Parties. This MoU is a broad statement of intent which sets forth the general basis upon which the Parties wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, executed and delivered by the Parties to this MoU.

VIII. FORCE MAJEURE

The Parties agree and confirm that, for the purpose of this MoU, Force Majeure means an event which is beyond the reasonable control of either Party, and which makes the Parties performance regarding its obligations hereunder impossible or so impracticable as reasonably, to be considered impossible in the circumstances and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood, and other Adverse weather conditions, strikes, lockouts, state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, or any governmental body or any other similar action which are not within the power and control of either Parties, invoking force majeure to prevent confiscation or any other action. Neither Party shall be liable for damages for any delay or failure to perform its obligations herein, if such delay or failures due to such Force Majeure events.

IX. OTHER TERMS AND CONDITIONS:

- a. The undersigned signatories each represents that he or she is duly authorized to execute this MOU on behalf of his or her respective party.
- b. The parties will work to get her to maintain an environment of high-quality professional engagement for students learning and development. At the request of either party, a meeting or conference will promptly be held between GU and Organization/ agency representatives to resolve any problems or develop any improvements in the operation of the program
- c. To the extent the Organization/ agency generates or maintains educational records related to the participating student, Organization/ agency agrees to maintain privacy of



- such records and shall limit access to only those employees or agents with a need to know which shall be with the prior permission of GU.
- d. The students participating in the field work will not be considered employees or agents of the Organization/ agency or GU for any purpose. Students will not be entitled to receive any compensation from Organization/ agency or GU or any benefits of employment from Organization/ agency or GU, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect.
 - e. The students/ faculty supervisor of GU shall use information gained during the field work placement for academic and learning purpose only and in accordance with the Code of Ethics, 2015 as approved by the National Association of Professional Social Workers.
 - f. Students participating in field work training pursuant to this MoU and members of Organization/ agency work force for purposes of privacy and security regulations applicable to Organization/ agency will not establish an employment relationship. The students and the NGO are obligated to maintain ethical conduct as codified in the Code of Ethics, 2015 by National Association of Professional Social Worker in India.
 - g. Organization/ agency shall indemnify and hold harmless GU, its officers, employees and agents from and against any liabilities, damages, or claims (including attorney's fees) arising out of injuries (including death) or property damage suffered by any person as a result of Organization/ agency's negligence or willful misconduct.
 - h. This MoU contains the entire agreement of the parties and may not be terminated or modified in any way except in writing and by all of the parties hereto.

X. SETTLEMENT OF DISPUTE

Normally, it is expected that no dispute will arise in the assignment. Should any dispute arise, the same shall be amicably settled by the Dispute Resolution Committee constituted by both the Parties to this MoU. The Dispute Resolution Committee shall consist of senior representatives of the GU who shall be nominated by the Vice-Chancellor of GU and by the Legal and Financial Consultant of Bookworm. The decision of the Dispute Resolution Committee shall be final and binding on the parties.

XI. SIGNED IN DUPLICATE

This MoU is executed in duplicate with each copy being an official version of the MoU and having equal legal validity, one of which has been retained by GU and the other by **Bookworm**.



IN WITNESS WHEREOF, THE PARTIES have executed this MoU on this 6th day of the May month and the year 2024 and represent that they approve, accept and agree to the terms contained herein.

For and on behalf of **GOA UNIVERSITY**

For and on behalf of **BOOKWORM,**

V. S. Nadkarni
06/05/2024

Shri Thomas Simoes

Name: Prof. V. S. Nadkarni
Title: Registrar **REGISTRAR**
Goa University
Taleigao Plateau-Goa.

Name: Shri Thomas Simoes
Title: Legal and Financial Consultant,
Bookworm

Seal:



Seal:



Witness:

1. V. Sawaiker *Sawaiker*

2.

Witness:

1. *(Vaishnav Sawal)*

2.