MEMORANDUM OF UNDERSTANDING

for establishing a Humanitarian Policy and Technology Forum/Platform

between

The International Committee of the Red Cross, Regional Delegation (ICRC)

and

The Indian Institute of Technology Delhi

Preamble:

This Memorandum of Understanding (MoU) between the International Committee of the Red Cross, Regional Delegation, New Delhi and the Indian Institute of Technology Delhi provides an overview of its background and purpose as well as the role, responsibilities and obligations of both the Parties. It lays down a framework for cooperation between the Parties.

Description of the Parties:

The International Committee of the Red Cross (ICRC) is an independent and non-political organisation with a large scope of strictly humanitarian activities which it undertakes through its presence in over 80 countries around the world. It has a universally recognised responsibility to promote International Humanitarian Law (IHL) and to respond to the needs of people affected by situations of humanitarian concern, in particular armed conflict and violence.

Working in partnership with National Red Cross and Red Crescent Societies, local authorities and others, the ICRC provides humanitarian aid and expertise in areas such as: international humanitarian law, emergency response, health and orthopaedic services, water and habitat, livelihood support, humanitarian forensics, detention management and the restoration of family links.

The ICRC has a proven record and long history in Asia and works by engaging with all parties concerned through a unique approach based on confidential dialogue, transparent activities, quality expertise, and local partnerships in order to be able to reach and meet the needs of vulnerable persons.

The Indian Institute of Technology Delhi (IIT Delhi) is a premier institution established in 1960 to contribute to India and the World through excellence in scientific and technical education and research and to serve as a valuable resource for industry and society.
The mission of IIT Delhi is to generate new knowledge by engaging in cutting-edge research and to promote academic growth by offering state-of-the-art undergraduate, postgraduate and doctoral programmes; to identify, based on an informed perception of Indian, regional and global needs, areas of specialization upon which the institute can concentrate; to undertake collaborative projects which offer opportunities for long-term interaction with academia and industry; and to develop human potential to its fullest extent so that intellectually capable and imaginatively gifted leaders can emerge in a range of professions.

The IIT Delhi has recently established the School of Public Policy that aims to be an academic centre of excellence for domestic and global policy research, with a particular emphasis on science, technology, innovation, and development that will contribute positively and significantly to national and global policy processes on key issues of importance to India and other countries.

NOW THEREFORE the Parties agree as follows:

1. **Objective of the MoU**

   The primary objective of the MoU is to establish a permanent policy debate and research Forum/Platform for Asia to be called as the ‘**Humanitarian Policy and Technology Forum/Platform**’ (the Forum/Platform). Its main purpose is to (a) Study the potential impact of new technologies of warfare to better understand their likely evolution, humanitarian consequences and possible policy responses; and (b) Generate technological solutions or recommendations for more effective delivery of humanitarian assistance, and to enhance the quality of humanitarian action in situations of armed conflicts and disasters.

2. **Roles and Responsibilities of the Parties**

2.1 **Responsibilities of ICRC**

   The ICRC shall share its global experience in addressing contemporary humanitarian challenges and technical expertise in the field of IHL for facilitating work of the Forum/Platform. The Deputy Head of Delegation for Law and Policy shall be *ex officio* ICRC focal point for the Forum/Platform, unless otherwise decided by the Head of Regional Delegation.

2.2 **Responsibilities of IIT Delhi**

   IIT Delhi shall provide or coordinate provision of technical inputs for conducting activities of the Forum/Platform. The Forum/Platform shall be located in IIT Delhi’s School of Public Policy. The Head of this School shall be *ex officio* IIT Delhi focal point for the Forum/Platform, unless otherwise decided by the Director of IIT Delhi. SPP shall also host the office of the Forum/Platform and provide routine administrative support necessary for its functioning. It also will help marshal academic support for running the Forum/Platform as may be agreed upon by the Parties from time to time. IIT Delhi shall make its campus conference facilities available as per Institute rules for conducting outreach events of the Forum/Platform whenever they are to be organized in Delhi.

2.3 **Joint responsibilities of the Parties**

   With a view to realise the overall objectives of this MoU, the Parties shall prepare a joint of plan of action outlining various activities to be carried out under the auspices of the Forum/Platform. The Parties shall review and modify the plan of action from time to
time with mutual consultation. The plan of action shall focus on generating up-to-date humanitarian analysis of the rapidly changing technological environment. The detailed terms and conditions that guide each activity of the plan of action, if required, will be separately agreed upon by the Parties. These terms shall include a description of proposed activity and financial arrangements. The focal points of both the Parties will periodically review and identify ways to strengthen cooperation between the two institutions.

3. Financial Management

3.1 IIT Delhi shall be responsible for managing finances of the Forum/Platform. IIT Delhi/SPP may raise funds for conducting various activities envisaged by the plan of action. Budget for each activity shall be agreed upon jointly by the Parties by signing an implementation agreement, if necessary.

3.2 ICRC’s financial contribution to the Forum/Platform as well as funds raised by the Forum/Platform shall be deposited in the bank account of IIT Delhi as listed under:

- Account Holder Name: IITD Revenue Account
- Bank: State Bank of India
- Account Number: 10773572622
- Type of Account: Saving
- Branch: Indian Institute of Technology, Hauz Khas, New Delhi 110016
- IFSC Code: SBIN0001077
- SWIFT Code: SBININBB547

3.3 IIT Delhi shall maintain clear, accurate and complete records in respect of the funds and/or goods received under this MoU. It shall furnish, compile and make available at all times to ICRC any records or information, oral or written which ICRC may reasonably request in respect of the funds/goods received by them.

3.4 IIT Delhi confirms that being a statutory body set up by an Act of Parliament, is exempt from the operations of all provisions of the Foreign Contribution regulation Act (FCRA), 2010 and accordingly has its accounts audited by the Comptroller and Auditor General (CAG) of India.

4. Governance

4.1 Both Parties’ focal points shall regularly communicate and coordinate with each other on behalf of their institutions for carrying out the plan of action. The Parties may seek technical, academic or managerial support from within their respective institutions or external consultants, if necessary.

4.2 The Forum/Platform shall have an Advisory Board of renowned experts from amongst the relevant stakeholders in the key areas of Forum/Platform’s objectives to advise and guide it. The Parties shall mutually decide about the number and criteria for the selection of members of the Advisory Board. They shall select members of the Advisory Board with mutual consultation. The Board’s advice shall be recommendatory in nature and shall not bind the Parties.

5. General Clauses

5.1 The parties undertake to act in good faith with respect to each other’s rights under this MoU and to adopt all reasonable measures to ensure that the objectives of the MoU are achieved.
5.2 The parties shall not be in breach of this MoU nor liable for delay in performing, or failure to perform any of their respective obligations under this MoU if such delay and/or failure results from events, circumstances or clauses beyond their reasonable control. In such a case, the concerned party is obliged to inform the other party by written notice within 24 hours of its knowledge of such an event that is considered as a Force Majeure and must endeavour to perform its obligations herein notwithstanding the existence of such a case or event. If the Force Majeure continues for more than two months, either Party may terminate the MoU by written notice to the other party.

5.3 This MoU shall not be a legally binding contract, and under no circumstance, it will subject either of the Parties to breach of contract, whether material or minor, or to any liability under national or international law or any other applicable laws, rules and regulations.

5.4 The Parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party on any of the issues coming within the purview of the objectives and scope of work of the Forum/Platform, without reference to the other Party. However, each party shall disclose such agreements or arrangements to the other party in a timely manner.

6. Duration of this Memorandum of Understanding

6.1 This MoU will take effect from the date it is signed by representatives of the Parties. It will remain valid for three years, and may be continued thereafter after suitable review and agreement.

6.2 Either Party may terminate the MoU by giving written notice to the other Party six months in advance. Once terminated, neither IIT Delhi nor ICRC will be responsible for any losses; financial or otherwise, which the other Party may suffer. However, the Parties will ensure that all activities in progress are allowed to complete successfully.

6.3 This MoU may be amended at any time by the mutual agreement of the Parties. All amendments must be in writing and be duly signed by the signatories of this MoU or their successors in office.


7.1 Each Party will ensure appropriate protection of intellectual property rights generated from cooperation pursuant to MoU, consistent with their respective laws, rules and regulations and international agreements to which both parties are committed. Unless otherwise specified, both Parties shall have joint rights over all intellectual property of work and materials developed in the specific frame of this MoU to realise its objectives. Further, the Parties shall not assign any rights and obligations arising out of the intellectual property rights generated from inventions/activities carried out under the MoU to any third Party without consent of the other party.

7.2 It is also agreed that both Parties shall use the name or emblem of the other Party only with the prior written consent of that Party. The use of each other’s emblem will be only for the purposes of activities carried out under this MoU and will not be used in the ordinary course of business.

8. Confidentiality

Each Party shall preserve, keep strictly confidential and shall not disclose to any person any information deemed confidential, except to the extent that such disclosure is necessary in connection with the performance of the terms and conditions of this MoU or, to the extent
required by applicable laws or court or administrative order. The provisions of this section shall remain in full force and effect for a period of three years from the expiration or termination of this MoU.

9. Resolution of Disputes

9.1 Any doubt or disagreement that may arise concerning the interpretation and implementation of this MoU will be discussed in a constructive manner between the ICRC and IIT Delhi, and handled in a spirit of mutual understanding. It will be settled by consensus, keeping the humanitarian character of the activities and the target population at the core of all discussions.

9.2 In the eventuality that the Parties are unable to resolve the said dispute, they shall mutually agree to terminate the MoU.

10. Observance of the Law

10.1 The Parties shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of their obligations under the terms of this MoU.

10.2 Failure to comply with any laws, ordinances, rules, and regulations that directly affects the obligations under this MoU will give the other Party the right to immediately terminate the MoU.

11. Commitment to Prevent Sexual Harassment, Exploitation and Abuse

As part of each partners’ commitment to the do no harm principle, Parties will adhere to the highest standard of conduct and take all measures to uphold the dignity of all its employees and/or beneficiaries. This includes de facto and de jure compliance with provisions of the Sexual Harassment of Women at the Workplace (Prevention, Prohibition, and Redressal) Act, 2013.

In witness whereof the undersigned, being duly authorised thereto, have signed this Memorandum of Understanding.

Signed at Delhi, in duplicate on this 24th day of October 2018. This MoU is signed subject to approval of the respective academic/administrative bodies.

On behalf of ICRC

Jeremy England
Head of Regional Delegation

Date 24th October, 2018

Signature

On behalf of IIT Delhi

Prof. V. Ramgopal Rao
Director

Date 24th October, 2018

Signature