

MEMORANDUM OF UNDERSTANDING



BETWEEN

INDIAN COAST GUARD, CGWWA

AND

MEDHAVI SKILLS UNIVERSITY, SIKKIM




Narendra Singh
Deputy Inspector General
Principal Director (Adm)
Coast Guard HQrs, New Delhi-110001

This Memorandum of Understanding (herein after referred to as "MoU" is signed on this 5th day of **September, 2024**, at Coast Guard Headquarters, New Delhi.

BY AND BETWEEN

1. **Indian Coast Guard**, an Indian Armed Force, having its mailing address at Coast Guard Headquarters, National Stadium Complex, New Delhi - 110001 (hereinafter referred to as "**First Party**").

2. The **Coast Guard Wives Welfare Association (CGWWA)**, Indian Coast Guard also known as 'Tatrakshika'. CGWWA refers to the Indian Coast Guard's gender-neutral 'Welfare and Wellness' association, which is set up, run and managed by the spouses of the Indian Coast Guard Personnel and has its HQ at Coast Guard Headquarters, National Stadium Complex, New Delhi – 110001. (hereinafter referred to as "**Second Party**").

AND

3. **Medhavi Skill University (MSU)**, a state private University, duly established and incorporated by Act number 12 of 2021 enacted by the Legislative Assembly of Sikkim having its Headquarter at Gangtok, Sikkim, India and recognized by UGC and NCVET as Awarding Body (hereinafter referred to as "MSU" which term shall unless repugnant to the context include its successor, representatives, administrators and permitted assign) and represented through its Founder and Chancellor, Pravesh Dudani, the authorized signatory of 'MSU' of the "**Third party**".

4. Indian Coast Guard, **CGWWA**, and '**MSU**' are hereinafter collectively referred to as the "Parties" and individually as the "Party".


Whereas

5. The First Party, **Indian Coast Guard**, is undertaking MoU for welfare of wards of its serving and retired personnel, including personnel killed or wounded in action and physical casualties, for education purposes.

6. The Second Party, **CGWWA**, supports the spouses and families of Coast Guard personnel including facilitating higher educational avenues for their families and wards.

7. The Third Party, **Medhavi Skill University (MSU)**, a state private University, duly established and incorporated by Act number 12 of 2021 enacted by the Legislative Assembly of Sikkim and recognized by UGC offering range of programmes at the Undergraduate and Postgraduate levels. The University's




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goal is to empower the youth with competency-embed training, leading to better employment opportunities.

8. **WHEREAS** the parties are keen to collaborate through a MoU as per the terms and conditions mentioned hereinafter.

Purpose

9. The parties are desirous of collaborating with each other for the education and skill development of the wards and spouses of Indian Coast Guard personnel died in harness or those that serving/ retired/ disabled.

Role and Responsibilities of First Party

10. To facilitate admission in the courses by a predefined date by way of informing all prospective schools, all ranks, and other institutions of Indian Coast Guard.

11. Designate an Officer {Principal Director (Administration) at Coast Guard Headquarters} a one-point contact to represent all policy and administrative issues and to clear names of prospective students on the basis of criteria as decided by the Indian Coast Guard.

12. To maintain Communication with the Medhavi Skills University (MSU), Sikkim.

Role and Responsibilities of Second Party

13. To facilitate admission of families and wards of Coast Guard personnel including those deceased whilst serving in Coast Guard in the courses offered by the MSU, by way of informing the prospective candidates through the various regions and offices of CGWWA.

14. Designate an officer (Secretary, CGWWA at Coast Guard Headquarters) as a one-point contact for representing all policy and administrative issues and to clear names of prospective students on the basis of criteria as decided by the Indian Coast Guard/ CGWWA.

15. To maintain communication with MSU in consultation with the First Party.

Role and Responsibilities of Third Party

16. Designate a senior official as a one-point contact representing all policy, and administrative issues.




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17. Acknowledge Indian Coast Guard as lead partner for the scheme.
18. Undertake admissions of wards and spouses of Indian Coast Guard personnel in consultation with the First Party either at their campus or in various work integrated programmes offered in partnership with reputed industries.

Concessions

19. Third Party will provide the concessions/ relaxations/ preferences to First Party as agreed by the parties, mentioned in succeeding paras.
20. **Earmarking of 100 seats in Undergraduate (UG) Programmes** offered by MSU for wards and spouses of personnel of the Indian Coast Guard that are serving/ retired/ died in harness.
21. **Earmarking of 50 seats in Postgraduate (PG) Programmes** offered by MSU for wards and spouses of personnel of the Indian Coast Guard that are serving/ retired/ died in harness.
22. **50% concession in tuition fees** for wards and spouses of personnel of the Indian Coast Guard that are serving/ retired/ died in harness.
23. **20% concession in hostel accommodation fees.**
24. Further, in addition to the concession mentioned in the above paragraphs, MSU would also offer concessions to the wards and spouses based on the their score in National level entrance examination conducted by Govt/ recognized bodies for entry into UG/ PG/ Professional courses.
25. In addition, MSU would also offer a comprehensive list of full-time and distance courses, every six months, specifically designed as Pre-Release courses for both Officers and SO/ EPs transitioning out of ICG service.

Joint Coordination Committee

26. The parties will form a Joint Coordination Committee with following members for the purpose of discussing any issue/ matters/ problem arising from/ due to implementation of this Memorandum of Understanding (MoU). The Joint committee shall meet whenever required but not less than twice a year to review the progress of conduct of the programmes and discuss on any other issue warranting the attention of the Indian Coast Guard/ CGWWA/ MSU. The committee shall also monitor the academic matters including content and quality of programmes, revision or updation thereof, periodic inspection and conduct of examinations. The decision arrived at during the meeting shall binding on both the parties. Following shall be the members of the committee:-




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- (a) **For Indian Coast Guard (First Party)**
- (i) Principal Director (Administration).
- (ii) Deputy Director/ Assistant Director (Administration).
- (b) **For CGWWA (Second Party)**
- (i) Secretary, CGWWA at HQ.
- (ii) Any other member nominated by President CGWWA.
- (c) **For MSU**
- (i) VC/ Pro VC, MSU.
- (ii) Registrar.
- (iii) One Director/ HOD.

Copy Right and Intellectual Property

27. All copyrights of the course materials (print/ audio/ video) developed by First Party shall rest with First Party, all copyrights of the training/ courses materials developed by the Second Party shall rest with Second Party, all copyrights of the training/ courses materials developed by the Third Party shall rest with Third Party and all copyrights in respect of the training/ courses materials developed jointly by the parties shall held jointly by them.

28. This MoU is not intended to provide any basis for investment or partnership decision at the present or in future by and between the parties, outside the scope of this MoU.

29. Neither party may, not cause any other party, to engage in any form of corruption or illegal or unethical act to obtain and maintain a business, including but not limited to; offering or paying a bribe or giving a gift or anything else of value to any official to improperly influence anyone in the connection with their obligations hereunder. Neither party shall engage in or tolerate any kind of bribery nor shall not promise, offer, provide, or authorize anything of value, including without limitations; ~~payment, gifts, travel, meals, entertainment, political contributions and contributions~~ of any kind of nature, such as donations and sponsorships or favours, to any Government official to improperly influence any act of decision making in violation of applicable laws. Neither party shall request, authorize or tolerate any kind of bribery




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or any other kind of illegal or unethical action from others on behalf of the other party, in the other party's name, or in any other way related to the services.

30. This MoU constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements whether written or oral between the Parties wrt the subject matter thereof.

Amendments

31. The parties shall always have the right to add, delete, amend or alter any of the terms and conditions of this Memorandum of Understanding (MoU) as may be required by service exigencies and/ or any change made by the regulatory authority and/ or statutory changes and such terms and conditions as mutually agreed shall be reduced in writing and shall be legally binding on the parties i.e. Indian Coast Guard and Medhavi Skills University (MSU).

Validity, Review, and Termination

32. The Memorandum of Understanding (MoU), shall be effective from the date of signing and shall remain valid for five years from the academic year 2024-25 to 2028-29, and may be renewed after suitable review thereafter. Either party may terminate the MoU by giving written notice to the other party three months in advance. Once terminated, neither of the parties will be responsible for any losses, financial or otherwise, which the other party may suffer. However, the parties agree that all the activities in progress will be allowed to complete successfully.

Interpretation

33. In case of any doubt or difference arisen as to interpretation of the provision of this MoU or as to the matters not provided herein, the parties shall consult each other and resolve such doubts or differences in good faith.

Force Majeure

34. The failure or omission to carry out or to observe any of the terms/ provisions or conditions of this MoU during the continuance of an event of Force Majeure, as hereunder defined, or its effect, shall not give rise to any claim by either party against each other or be deemed to be a breach of this MoU, if same is caused by or arise out of Force Majeure. The term Force Majeure, as used in this MoU shall include and is not limited to the events i.e War, hostilities, act of public enemy, or belligerents, sabotage, riot or disorder, decree, law or otherwise, act of God, fire, earthquake, storm, lightening, epidemic, explosions, accidents by fire or otherwise or other events whether or not of the same class or kind as those set forth.




Natendra Singh
Deputy Inspector General
Principal Director (Adm)
Coast Guard HQrs, New Delhi-110001

Notices

35. Any notice required to be given under the terms of this Memorandum of Understanding (MoU) shall be in writing and delivery to the 'parties' at the address given herein below: -

(a) **For Indian Coast Guard**

Address: Principal Director (Administration)
Coast Guard Headquarters
National Stadium Complex
New Delhi 110001

(b) **For CGWWA**

Address: Secretary CGWWA
Coast Guard Headquarters
National Stadium Complex
New Delhi 110001

(b) **For MSU**

Address: Pro Vice Chancellor (Academics)
Medhavi Skills University (MSU)
Topakhani Lower Chisopani, Singtam Bazar
East Sikkim - 737134

Governing Law and Jurisdiction

36. The Memorandum shall be governed, interpreted and constructed in accordance with substantive laws of India. The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Delhi only in connection with any actions or proceedings arising out or in relation to this agreement.

Confidentiality

37. During the validity of this MoU, any of the Parties may disclose to each other certain valuable proprietary and confidential information. The Parties should limit disclosure of any such Confidential information to its directions, officials, professors, scholars or employees who have a 'Need to Know' such Confidential information, in connection with the current or contemplated relationship between the parties to which this MoU relates, and only for that purpose. The Parties agree to use the Confidential Information disclosed by any Party solely in connection with the current




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or contemplated relationship between the parties and not for any purpose other than as authorized by this MoU. The Parties shall keep all confidential information strictly confidential by using a reasonable degree of care. The Parties shall notify each other immediately upon discovery of, or suspicion of, any unauthorized use or disclosure of Confidential Information and shall cooperate with any and all efforts of the Party, whose information is disclosed contrary to the provisions of this MoU, regain possession of Confidential Information and prevent its unauthorized use.

Indemnity

38. Each party shall indemnify & hold the other Party harmless from & against that portion of any & all losses due to the gross negligence or willful or intentional misconduct to such indemnifying Party, as well as any losses that were not caused by joint activities of the parties.

Severability

39. If any term of MoU is held to be invalid or unenforceable by any judicial order, applicable law, professional regulations or other competent authority but would be valid or enforceable if some part of the term were modified or deleted, the term in question will apply with minimum modification or deletion necessary to make it valid and enforceable, other provisions of the MoU will be unimpaired and remain in full force and effect.

Dispute Resolution

40. The parties shall resort to resolve dispute arising out of implementation of this MoU, in the manner provided in succeeding paras.

41. In case any dispute/ claim arises between the parties or personnel subject/ with respect to the MoU, including its validity, Interpretation, implementation or alleged material branch of any of its provisions or regarding a question, including the questions as to whether the termination of this MoU by one Party hereto has been legitimate; both Parties hereto shall endeavour to settle such dispute amicably by mutual consultation between the parties. Meeting for mutual consultation would be scheduled at a mutually convenient venue and such meeting will be attended by at least one senior official from each party. In the said meeting, each side will present its dispute and the senior officials will enter into good faith negotiation in an attempt to resolve the dispute.





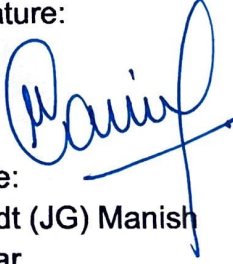

42. In case the dispute/ claim arising between the parties in respect of the MoU is not resolved through the mutual negotiation, the same will be referred to Arbitration




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which shall be conducted in accordance with the provisions of Arbitration and Conciliation act, 1996 as amended from time to time and the arbitration proceedings will be conducted as per the provisions of the said Act. The seat of Arbitration will be in New Delhi.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and executed by their respective duly authorised representatives on this 5th day of **September 2024** as mentioned herein before.

For and on-behalf of		
Indian Coast Guard	CGWWA	MSU
Signature:  Name: IG Jyotindra Singh Designation: Deputy Director General (HRD)	Signature:  Name: Mrs. Priya Paramesh Designation: President, CGWWA	Signature:  Name: Mr Kuldip Sarma Designation: Co Founder & Pro Chancellor, MSU
Witness Signature:  Name: DIG Narendra Singh, TM Designation: Principal Director (Admin)	Witness Signature:  Name: Comdt (JG) Manish Kumar Designation: Deputy Director (Admin)	Witness Signature:  Name: Mr Devender K Saini Designation: Group Chief Strategy Officer, MSU

