

Government of National Capital Territory of Delhi

Certificate No.	: IN-DL10640989766109U
Certificate Issued Date	: 28-Mar-2022 06:41 PM
Account Reference	: IMPACC (IV)/ dl777003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL77700309302624530691U
Purchased by	: MEDHAVI SKILLS UNIVERSITY
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DGT GOVT OF INDIA
Second Party	: MEDHAVI SKILLS UNIVERSITY
Stamp Duty Paid By	: MEDHAVI SKILLS UNIVERSITY
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Memorandum of Understanding for Undertaking Skill Development activities under provisions of Flexi-MoU scheme



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Between

Directorate General of Training (DGT) Ministry of Skill Development & Entrepreneurship, Govt. of India

AND

**Medhavi Skills University
Sikkim**

This Memorandum of Understanding ("MOU") is entered on the 29th March 2022 at New Delhi

Between

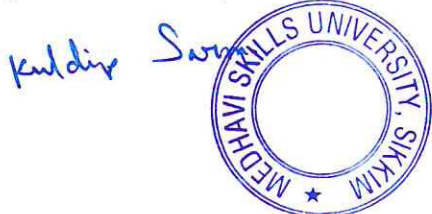
Directorate General of Training, MINISTRY OF SKILL DEVELOPMENT AND ENTREPRENEURSHIP, Government of India (hereinafter referred to as **DGT**), having its office at Kaushal Bhawan, B-2, Pusa Road, Karol Bagh, New Delhi — 110005 through its authorized signatory Shri Atul Kumar Tiwari (herein referred to as "DGT", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)

AND

Medhavi Skills University, Sikkim (hereinafter also referred to as **MSU**) is a state enacted private Skills University of Sikkim established by state legislation (Sikkim Act 12 of 2021) notified in the Gazette vide No 156, for conducting various Degree/ Diploma program besides vocational education and training and having its Head Office and campus at Topakhani, Lower Chisopani, PO: Singtam, District - East Sikkim, Sikkim, through its authorised signatory Mr. Pravesh Dudani (herein referred to as "MSU" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)

Whereas -

1. The Parties hereto mutually agree to enter into a MoU for undertaking Skill Development activities under the Flexi-MoU scheme of Ministry of Skill Development and Entrepreneurship (scheme guidelines are annexed as Schedule-I to this MOU).
2. The Directorate General of Training (DGT) under the aegis of Ministry of Skill Development and Entrepreneurship is the apex organization for development and coordination at National level for the programmes relating to long term Vocational Training including the Flexi-MoU scheme.
3. Ministry of Skill Development and Entrepreneurship (MSDE) introduced the concept of Flexi-MoU in the year 2014 and policy guidelines for the same were implemented vide letter dated 31st July 2014, which were later revised & latest revision released on 28th February, 2019 vide letter ref no. MSDE (DGT)-19/11/2016-CD, dated 14.03.2019.
4. Flexible Memorandum of Understanding or Flexi-MoU scheme is designed to cater to the needs of both industry as well as trainees, allowing industries to train candidates as per skill set requirements of industry and providing trainees with an industry environment aligned with the market demand and latest technology to undergo training. The scheme gives the industry the flexibility to create tailored skilling programmes with customized



courses, having content and curriculum that is market relevant and meets the industry requirements.

5. MSU is a government notified Skills University of North East India which has been established with the passage of the Medhavi Skills University Act 2021 by the Sikkim State Government. MSU is promoted by a group of IIT Alumni with a vision to bring convergence of the skilling ecosystem with the higher education tracks by promoting in-demand Skill Integrated Higher Education linked to Employability and career progression. MSU is the first of its kind pioneering university of North East where corporates/ industries are the stakeholders and influencers in curriculum design, programme delivery and for providing practical skills training via on-the-job training opportunities. MSU, through its sponsoring body Medhavi Foundation has partnered with National Skills Development Corporation (NSDC) and various State Skill Missions and Government departments to implement NSQF (National Skills Qualification Framework) aligned Skilling mandates and has impacted 1,00,000+ beneficiaries since 2012 via various short term, long term and Recognition of Prior Learning (RPL) training initiatives. It is also a registered TPA (Third Party Aggregator) with MSDE to promote Apprenticeship adoption under NAPS (National Apprenticeship Promotion Scheme) and caters to 300+ organizations across India. Medhavi Skills Solutions Pvt. Ltd, an entrepreneurial outreach imitative of MSU, will be a party to this MoU working with MSU in the delivery and implementation of projects across the country.
6. MSU and its industry partners need large number of skilled resources across the length and breadth of the country and hence has approached DGT for signing of Memorandum of Understanding under the Flexi-MoU scheme to conduct Skill Development activities as an Industry Training Provider (ITP).
7. DGT is pro-active in transforming country's youth into industry ready workforce. In its quest to be an enabler of market relevant skilling activities, and sustainable/inclusive Skill Development, DGT intends to sign this MoU with MSU.
8. MSU fulfils the eligibility criteria as laid down in the section 4 (iii) of the scheme guidelines.

I. OBJECTIVE

DGT and MSU have mutually agreed to enter into a Memorandum of Understanding with following objectives:

- A. Provide an opportunity to the youth to acquire skills related to various manufacturing & services sector industry through "Learn and Earn" approach consisting of a mix of theoretical and On-the-job Training (OJT) components and hence improve their employment potential
- B. To contribute in the overall growth of Manufacturing and Services sectors by creating a pool of skilled manpower.

II. ROLE OF DGT

1. Create awareness about Flexi-MoU among all the stakeholders within the skill ecosystem, and regularly publish list/details of new MoUs signed with Industrial Training Partners on scheme portal.
2. Review and approve curriculum and content developed by ITP for courses/training to be conducted under this MoU.



3. Create provision on DGT/scheme portal for registration of ITP, uploading trainee details, registration for online/computer-based exams, issue of admit card, uploading of formative assessment marks, marksheet generation and issue of e-Certificate.
4. Provide credentials and access to portal for ITP's trainees and other stake holders.
5. Issue Admit Cards and conduct theoretical exams for enrolled candidates.
6. Issue e-NTC to successful candidates.


III. ROLE OF INDUSTRY TRAINING PARTNER (ITP – MSU)

1. Identify the training needs ensuring that the developed courses have high employment potential.
2. Develop tailored courses and curriculum as per industry requirements and get the same approved by DGT. (Proposed tentative course is attached herewith as annexure B).
3. Fulfil infrastructure requirements of the course, i.e. space norms such as class room, workshop, training centre and other basic amenities in training wing, access to IT lab along with trained faculty.
4. Provide access to machinery, equipment and technology required for training.
5. Provide qualified Trainers, Supervisors, and Support Staff for classroom training, and industry training. Additionally, the theoretical training component would be conducted through Skill University - MSU through its campuses and its affiliated training centers (Maximum 30% of the total course duration/hours).
6. Conduct the mobilization and trainee selection process as per selection criteria laid down by Industrial Training Partner itself. Upload details of trainees selected on the scheme portal.
7. Conduct in-house assessment and award marks for practical and formative assessment.
8. Upload formative and practical examination marks of candidates on scheme portal.
9. Facilitate for theory exam to be conducted by DGT. Including examination fee payment as actual or as decided by DGT for the same.
10. Orient the trainee at the time of admission regarding discipline, attendance, leave and other rules and regulations as applicable to industry. It is advisable that candidates are informed in writing about the terms and conditions of the industry where they are to undergo training to avoid any sort of complication later.
11. Provide employment to at least 50% of trained candidates as per scheme guidelines
12. In case of hazardous industries, before signing the MoU, Industry shall disclose the conditions (in consultation with DGT & State Directorate) like minimum age and level of medical fitness (e.g. colour blindness) etc. as per the industrial safety norms applicable in the industry. ITP should ensure that the trainees are provided all necessary safety equipment and instruction before commencement of the training.
13. MSU shall create internal committee for managing trainee grievance similar to the provisions made for regular employees of the Industry Partners of MSU.
14. The ITP shall follow Flexi-MoU guidelines issued by DGT (refer Annexure I) and/or any modifications/notifications to same issued from time to time by DGT.
15. The ITP must train a minimum of 100 trainees per annum with a cap of 1000 trainees per annum. The maximum cap would be raised to 2500 per annum, if the ITP has trained a minimum of 500 candidates in previous year successfully without any complaints and has achieved 70% placements. Performance of a year will be calculated from the date of enrolment of the first batch under flexi MoU.

IV. VALIDITY

This MoU is valid for (3) three years from the date of signing. It can be extended in slots of 3 years on similar or such other terms as may be agreed between parties by mutual consent.

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V. ARBITRATION

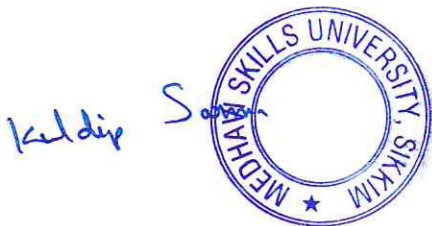
In the event of breach of this Agreement/MoU the DGT and MSU shall make reasonable efforts to reach an amicable settlement thereof. If they cannot reach an amicable settlement all disputes arising in connection with this MoU thereof, the same shall be referred to Secretary, Ministry of Skill Development & Entrepreneurship. The decision of Secretary, Ministry of Skill Development & Entrepreneurship shall be final and binding on both. The city of the arbitration shall be New Delhi, India.

VI. TERMINATION OF MOU


DGT and ITP are free to terminate the MoU at 3 months' notice as outlined in the Flexi-MoU Guidelines. However, this shall not affect the training of candidates already enrolled.

VII. OTHER CONDITIONS

1. Both the parties agree that each other's logo shall be used in all promotion documents, concerned by other party and related to training only, but not any commercial purposes.
2. Any amendment or change in the scope of work or terms of engagement under the MoU could be affected from time to time with mutual consent and in writing.
3. It is clarified that parties will mutually discuss and consult each other for any provision arising out of this MoU in order to identify and decide upon the manner in which the activities are to be done. Parties will agree upon their role and related activities from time to time by way of exchanging letters or emails.
4. Severability: If any provision of this MoU is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this MoU, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereto agree to use their reasonable efforts to negotiate a valid or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision as a substitute for any such invalid or unenforceable provision.
5. No Party hereto shall be liable for any delay or failure to comply with its obligations under this MoU that is caused by circumstances beyond its reasonable control. Non-exhaustive illustrations of such circumstances are war, riots, explosions, abnormal weather fire, flood, earthquakes or similar natural calamity, nation-wide or regional strikes or lockouts, pandemic, lockdowns, Government action or regulation and nation-wide or regional power failures.



A handwritten signature in black ink, consisting of a stylized 'A' followed by a long horizontal stroke.

<p>For and on Behalf of DGT, Directorate General of Training, Ministry of Skill Development & Entrepreneurship, Government of India</p> <p><i>Atul Kumar Tiwari</i></p> <p>Name: Shri Atul Kumar Tiwari Designation: Director General Directorate General of Training</p> <p>अतुल कुमार तिवारी, या.प्र.से./Atul Kumar Tiwari, IAS अस. सचिव, प्रो. मन्त्रिपरिषद्/Asstt. Secretary, Director General (T&E) मानव संसाधन विकास एवं उद्यमशीलता मंत्रालय Ministry of Skill Development and Entrepreneurship प्रशिक्षण महानिदेशालय/Directorate General of Training नई दिल्ली/New Delhi</p> <p>WITNESS I: <i>Anil Kumar</i></p> <p>Name: (ANIL KUMAR) Location: New Delhi Director, DGT.</p> <p>(ii) श्री. Snehanish Babji Pathy AD, OGT</p>	<p>For and Behalf of Medhavi Skills University,</p> <p></p> <p><i>Kuldip Sarma</i></p> <p>Name: Mr. Kuldip Sarma Designation: Pro Chancellor Medhavi Skills University (MSU)</p> <p>PRO CHANCELLOR MEDHAVI SKILLS UNIVERSITY SIKKIM</p> <p>WITNESS I: <i>Arjun Mishra</i></p> <p>Name: ARJUN MISHRA (MASSPL) Location: New Delhi</p> <p>(i) VIRAS KUMAR SHUKLA (MASSPL) <i>VPK</i></p>
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