



Government of National Capital Territory of Delhi

Certificate No.	: IN-DL10840989766109U
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)



Please write or type below this line

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



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shoilestamp.com or using a Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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

Kuldip

Sanyal



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.

Kuldip Sam




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.



For and on Behalf of DGT,
Directorate General of Training,
Ministry of Skill Development &
Entrepreneurship, Government of
India

Atul Kumar Tiwari

Name: Shri Atul Kumar Tiwari
Designation: Director General
Directorate General of Training

अतुल कुमार तिवारी, या.प्र.से./Atul Kumar Tiwari, IAS
भारत सरकार/Govt. of India
कौशल विकास एवं उद्यमशीलता मंत्रालय
प्रशिक्षण महाविद्यालय/Directorate General of Training
नई दिल्ली/New Delhi

WITNESS I:

Name: *(ANIL KUMAR)*
Location: New Delhi *Director, DGT.*

(11) *Smt. Sushil Babji Pathy*
AD, OGT

For and Behalf of Medhavi Skills
University,



Kuldip Sarma

Name: Mr. Kuldip Sarma
Designation: Pro Chancellor
Medhavi Skills University (MSU)

PRO CHANCELLOR
MEDHAVI SKILLS UNIVERSITY SIKKIM

WITNESS I:

Arjun Mishra

Name: ARJUN MISHRA (MSSPL)
Location: New Delhi

(1) VIRAS KUMAR SHUKLA (MSSPL)

VK

ONE HUNDRED RUPEES

दि. ०६/१०/२०२६



एक सय रुपियाँ

SI. No. B 295762

NON-JUDICIAL

₹ १००

**Memorandum of Understanding
For
Undertaking Skill Development Activities Under Provision of
Flexi MoU Scheme
Between
RDSDE ASSAM/ Directorate General of Training (DGT)
Ministry of Skill Development & Entrepreneurship, Govt. of India
AND
Medhavi Skill University, Sikkim**

This Memorandum of Understanding ("MoU") is entered on the 06th Date of October 2026 at New Delhi.

Between

RDSDE ASSAM, Ground Floor, BSNL BHAWAN, MN Road, Pan Bazar, Guwahati, Assam-781001

AND

Medhavi Skill University, Sikkim (hereinafter referred to as MSU) having its registered office Topakhani, Lower Chisopani, PO:Singtam, District-East Sikkim, Sikkim

Handwritten signature

Deputy Director उपा निदेशक
RDSDE Assam /आरडीएसडीई असम
BSNL Bhawan, Pan Bazar कोलकाता भवन, पान बाजार
MN Road, Guwahati - 781001/एमएन रोड, गुवाहाटी- 781001



Whereas -

1. The parties hereto mutually agree to enter a MoU for undertaking skill development activities under provision of the Flexi-MoU Scheme ("Scheme") of Ministry of Skill Development & Entrepreneurship ("MSDE"). (Scheme Guidelines are annexed as Schedule - I to this MoU).
2. The DGT under the aegis of MSDE is the apex organisation for development and coordination at National level programmes relating to long term Vocational Training and Employment Services including the Flexi-MoU Scheme.
3. 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 on 18th June 2024 vide letter reference no. MSDE (DGT)-19/12/2022-CD (E 55177).

Flexible Memorandum of Understanding or Flexi-MoU Scheme is designed to cater the need of both industry as well as trainee, allowing industries to train candidates as per their skill set requirements and providing trainees with an industry environment aligned with 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.

4. Medhavi Skills University, Sikkim 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 dated 24th June 2021, for conducting various degree/diploma program besides vocational education and training and having its Head Office and campus at Topakhani, Lower Chisopani, P.O: Singtam, District- East Sikkim, Sikkim, having collaborated with the Industry (attached in the format attached at annexure-1) for running the relevant training courses (attached in the format attached at annexure-1) under flexi MoU scheme and hence has approached DGT for signing Memorandum of Understanding under the Flexi-MoU scheme as an Industry Training Provider (ITP), to conduct skill development training program with the said industry as mentioned at Annexure-1. This MoU shall help to cater the need for development of skilled resources for these industries in the manufacturing sector.

Whereas Industry mentioned at annexure-1 has submitted written consent/letter of intent to engage with the skill university for collaboration with DGT under Flexi-Mou Scheme.

Beti

Deputy Director लघु निदेशक
RDSD&E Assam /आरडीएसडीई असम

BSNL Bhawan, Pan Bazar कीएसएनएल भवन, पान बाजार
MN Road, Guwahati - 781001/एमएन रोड, गुवाहाटी- 781001



5. 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 Medhavi Skill University, Sikkim
6. Medhavi Skill University, Sikkim fulfils the eligibility criteria as laid down in section 4(i) of Guidelines on Flexible Memorandum of Understanding (Flexi MoU) June 2024 (copy attached).

I. Objective:

DGT and Medhavi Skill University, Sikkim have mutually agreed to enter a Memorandum of Understanding with following objectives:

- a. Provide an opportunity to the youth to acquire skills related to manufacturing sector of industries mentioned at annexure-1 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 to the overall growth of Automobile and Manufacturing industry by creating a pool of skilled manpower.

II. Role of DGT:

- a. Create awareness about Flexi-MoU Scheme among all the stakeholders within the skill ecosystem and regularly publish list/details of new MOUs signed with Industrial Training Partners on scheme portal.
- b. Review and approve curriculum and content developed by ITP i.e. Medhavi Skill University, Sikkim for courses/training to be conducted under this MoU.
- c. Create provision on DGT/scheme portal for registration of ITP, uploading trainee details, registration for online/computer-based exams, issuance of admit card, uploading of formative assessment marks, marksheet generation and issuance of e- Certificate.
- d. Provide credentials and access to the portal for ITP's trainees and other stakeholders.
- e. Issue Admit Cards and conduct theoretical exams for enrolled candidates.
- f. Issue e-NTC (National Trade Certificate) to successful candidates.

III. Role of Industry Training Partner (ITP), Medhavi Skill University, Sikkim

- a. Identify the Industry needs, ensuring that the course curriculum has high employment potential.
- b. Develop tailored skilling program with content and curriculum as per industry requirements and get the same approved by DGT

Ratil

Deputy Director of Industries

KDSD&E Assam / অর্থনৈতিক উন্নয়ন

Dr. N. Bhawan, Pan Bazar কীলসম্পদ সন, কন বাজার
Main Road, Guwahati - 781001 এমএন রোড, গুৱাহাটী- ৭৮১০০১



- c. Fulfil infrastructure requirements of the course i.e. space norms such as classroom, workshop, training centre and basic amenities in training wing, access to IT lab along with faculty, in both skill university and its attached industry partner for theory, practical and On-The-Job Training components.
- d. Provide access to machinery, equipment and technology required for training.
- e. Provide qualified Trainers, Supervisors and Support staff for classroom training, and industry training. (The theoretical training component would be conducted through skill university); Maximum 30% of the total course duration/hours.)
- f. Conduct the mobilization and trainee selection process as per selection criteria laid down by Industrial training Partner itself. Upload details of trainees selected on scheme portal.
- g. Conduct in-house assessment and award marks for practical and formative assessment.
- h. Upload formative and practical examination marks of candidates on scheme portal.
- i. Facilitate for theory exam to be conducted by DGT, including examination fee payment as actual or as decided by DGT for the same.
- j. 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 complications later.
- k. Provide placements to at least 50% of successful trained candidates under the MoU, within the company's network or with third parties, permanent or temporary, as per scheme guidelines.
- l. Adhere to health and occupational safety norms for the course and industrial segment. In case of hazardous industries, before signing the MoU, enterprise shall disclose the conditions (in consultation with DGT & State Directorate) like minimum age and level of medical fitness (e.g., color 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 instructions before commencement of the training.
- m. ITP shall create an internal committee for managing trainee grievance similar to the provisions made for regular employees of ITP.
- n. The ITP must train a minimum of 100 trainees per annum.
- o. The ITP shall follow Flexi-MOU guidelines issued by DGT and/or any modifications /notifications to same issued from to time by DGT.

Rehil

Deputy Director/ उप निदेशक

RDSD&E Assam 'आरटीएसडीई असम'

BSNL Bhawan, Pan Bazar कीलएनएल भवन, पान बाजार
NN Road, Guwahati - 781001/एमएन रोड, गुवाहाटी- 781001



IV. Validity

The MoU shall remain valid up to 31.10.2027 for enrolment of trainees with industries mentioned at annexure-1.

V. Confidentiality

Each Party hereby agrees that it shall use the confidential Information and all other data solely for the purposes of this MoU and shall not disclose the same to any third party, without the other Party's prior written consent of the other party.

VI. Arbitration

In the event of breach of this MOU, the DGT and Medhavi Skill University, Sikkim shall make reasonable efforts to reach and 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 parties. The city of arbitration shall be New Delhi, India.

VII. Termination of MoU

Either Party may terminate this MoU by providing three (3) months' written notice, as outlined in the Flexi-MoU Guidelines. However, Such termination shall not affect candidates already enrolled under the Scheme.

VIII. Other Conditions

1. Each Party agrees that the other Party's logo may be used in promotional documents related to training activities under this MoU, but not for any commercial purposes.
2. Any amendment or change in the scope of work or terms of engagement under the MOU shall be made only with mutual written consent.
3. It is clarified that parties shall 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 E-mails.



Deputy Director/ उप निदेशक

RDSD&E Assam / आरडीएसडीई असम

BSNI Bhaawan, Pan Bazar दोएसएनबी भवन, पान बाजार
MN Road, Guwahati - 781001 / एमएन रोड, गुवाहाटी- 781001



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. **Force Majeure:** 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 conditions, fire, flood, earthquakes or similar natural calamity, nation-wide or regional strikes and lockouts, pandemic, lockdowns, Government action or regulation and nation-wide or regional power failures.

In Witness whereof, the parties hereto have executed this MoU by their duly authorized officers or representatives.

For and on behalf of DGT Regional Directorate of Skill Development and Entrepreneurship Assam <i>Ratil</i> 06/10/26 Deputy Director/ উপ নির্দেশক RDSD&E Assam /আরডিএসডিই অসম BSNL Bhawan, Ram Bazar, Guwahati - 781001 MN Road, Guwahati - 781001 Name: Shri Rohan Ramrao Patil Designation: Deputy Director RDDE Assam, DGT(MSDE)	For and on behalf of Medhavi Skills University <i>Kuldip Sarma</i>  Name: Shri Kuldip Sarma Designation: Co-Founder & Pro-Chancellor Medhavi Skills University, Sikkim
Witness I: <i>Devi</i> Name: BENZING KUMBANG Location: Guwahati, Assam	Witness II: <i>Kumar</i> Name: Kumar Zatyam Singl. Location: Guwahati, Assam

Annexure I

List of Industry partners and proposed Courses / Trades to be run by (Name of the University) under Flexi MoU:

S. No.	Name of the Industry Partner	Address of industrial Training Center	Name of proposed Course	Course Duration	No. of trainee per annum
1	V-Guard Industries Limited	Block West Pandam, Duga Elaka (Majhitar), Gangtok, East Sikkim – 737136	Industry Integrated Electrician	2 years	100
2	V-Guard Industries Limited	Block West Pandam, Duga Elaka (Majhitar), Gangtok, East Sikkim – 737136	Industrial Fitter	2 years	100
3	V-Guard Industries Limited	Rangpo–Namchi Road, Mamring, South Sikkim – 737132	Industry Integrated Electrician	2 years	100
4	V-Guard Industries Limited	Rangpo–Namchi Road, Mamring, South Sikkim – 737132	Industrial Fitter	2 years	100

Remarks/ Notes:

1. All proposed courses will be NSQF aligned.
2. This is an indicative list. Actual courses/ names of courses may vary and shall be finalized with the consent of DGT.

Retil
06/10/26

Deputy Director of Higher Education
P.O. Box 1, Gangtok, Sikkim
151001, Gangtok, P.O. Box 1, Gangtok, Sikkim
MN Road, Gangtok - 737101/एम्एन रोड, गुवागटी - 737101

