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Article 5 General Agreement

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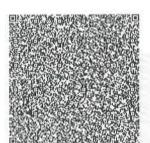
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JAMIA MILLIA ISLAMIA NEW DELHI

INDIAN COAST GUARD NEW DELHI

JAMIA MILLIA ISLAMIA NEW DELHI

(Fifty only)



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MEMORANDUM OF UNDERSTANDING

Between

Indian Coast Guard and Jamia Millia Islamia

For Higher Education of Indian Coast Guard Personnel

This memorandum of understanding (hereinafter referred to as "MoU") is signed on 20^{th} day of April, 2018 at New Delhi.

By and Between

The **Indian Coast Guard** represented by Coast Guard Headquarters, National Stadium Complex, New Delhi -110001 (hereinafter referred to as "Indian Coast Guard"), on one part

AND

Jamia Millia Islamia, a Central University, New Delhi-110025 (hereinafter referred to as "Jamia") represented by its Registrar on the other part.

- 1. Whereas, the Indian Coast Guard is an organization of the Government of India and an armed force under the Ministry of Defence, which *inter-alia* is also responsible for catering to the educational and training needs of personnel in Indian Coast Guard. The Indian Coast Guard is committed to maintain high standards of training and education amongst all levels of Coast Guard personnel.
- 2. Whereas, it is the statutory object of the Jamia Millia Islamia to disseminate and advance knowledge by providing instructional, research and extension facilities in such branches of learning as it may deem fit and shall endeavour to provide to students and teachers the necessary atmosphere and facilities for the promotion of:
 - a. Innovations in education leading to restructuring of courses, new methods of teaching and learning and integral development of personality;
 - b. Studies in various disciplines;
 - c. Inter disciplinary studies;
 - d. National integration, secularism, and international understanding.









3. Objective. This MoU records mutual intent for academic collaboration between the Indian Coast Guard and Jamia for academic and technical advancement and progression of Indian Coast Guard personnel, in the first instance, of Sailors and subsequently of Officers. The Coast Guard conducts in service training programmes/courses for its personnel at Indian Navy training centres situated at different locations in the country. The object of this MoU is to work towards evaluation and credit determination and recognition of such training programmes courses vis-a-vis credit value of courses conducted by Jamia with a view to facilitating admission of personnel who have successfully undergone in- service training programmes/ courses into the second or third year of courses conducted by Jamia and complete their graduation through the medium of distance learning. The intent is to provide such facility, in the first instance, to Sailors to enable them to acquire Undergraduate degrees or equivalent qualifications awarded by Jamia.

4. Equivalence Committee

- a) The Coast Guard and Jamia shall jointly constitute an equivalence committee of such number and members as may be mutually agreed nominated respectively by the Coast Guard and Jamia.
- b) The equivalence committee shall proceed to carry out evaluation and credit determination of the different in-service training courses/ programmes conducted by the Coast Guard at its training centres, compare the same to credit value of courses conducted by Jamia and assign the appropriate weightage to the in-service training programmes/courses. The Coast Guard shall make arrangements and facilitate inspection and evaluation of the in-service training facilities and courses/ programmes at its different training centres for assessment of quality and content of theoretical and practical components.
- c) Indian Coast Guard/Indian Navy in-service training centres will continue functioning as autonomous bodies conducting their training/courses and examinations as hitherto in force. The evaluated credit from such approved training courses are intended to be transferred to appropriate degree or other courses conducted by Jamia so as to count towards the total number of credits required for grant of the undergraduate degree or equivalent qualifications of Jamia.









5. Admission to Jamia Courses/ Programmes

- a) In the first instance, the intended collaboration shall be for Indian Coast Guard personnel who do not possess undergraduate degrees but have successfully completed evaluated in-service training programmes/courses at Indian Coast Guard/Naval training centres. Depending upon the credit value as evaluated and determined by the Evaluation committee, of training courses completed by such personnel, they shall be afforded the facility of being admitted to the second or subsequent years of programmes/courses conducted by Jamia so as to enable such personnel to acquire undergraduate degrees or equivalent qualifications awarded by Jamia through the medium of distance learning.
- b) Indian Coast Guard/Indian Navy In service training centres will continue functioning as autonomous bodies conducting their training/ courses and examinations as hitherto in force. The evaluated credit from such approved training/courses will be transferred to appropriate degree or other courses conducted by Jamia so as to count towards the total number of credits required for grant of undergraduate degree or equivalent qualifications of Jamia.
- **6. Officers.** It is intended to also extend the benefit of collaboration at an appropriate subsequent stage to Indian Coast Guard Officers possessing undergraduate degrees to enable them to pursue post graduate degrees and research programs conducted by Jamia.
- 7. Governance of Scheme of Collaboration. Upon completion of exercise of evaluation and assignment of Credit Values to identified training programmes/courses conducted at the different In- Service training centres of the IN/Coast Guard, one or more joint committees shall be constituted for purposes of administration and for ensuring proper functioning of the scheme and also for all academic matters including, but not restricted to, content and quality of training programs/courses, revision or updation thereof, periodic inspection, conduct of tests and examinations.
- 8. <u>Copyright and Intellectual Property</u>. All copyrights of the course materials (print/audio/video) developed by Jamia shall rest with Jamia, and all copyrights of the training/courses materials developed by the Coast Guard shall rest with the Coast Guard, and copyrights in respect of the training/courses material developed jointly by Jamia Millia Islamia and the Indian Coast Guard shall be held jointly by them and may not be utilised anywhere except Indian Coast Guard/ Naval institutions without the prior written consent of both the parties.









- **Yalidity.** This MoU will be effective when signed by both the aforesaid parties and shall remain in effect till its termination. This MoU may be amended at any time with mutual written consent of both the parties.
- 10. Severability. Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions of this MoU which shall be deemed as not containing the invalid provisions. The remaining provisions of the MoU shall remain in full force and effect unless invalid or unenforceable provision comprises an integral part of or otherwise inseparable from the remaining MoU. In such a case, the parties to this MoU shall attempt to agree on a provision that is valid and enforceable and similar to the original provision.
- 11. <u>Termination</u>. This MoU may be terminated at any time by mutual consent or by notice of six months from either party to the other party. Provided however that such of the Indian Coast Guard personnel who may have by then be admitted to programmes/courses in Jamia Millia Islamia shall be permitted to continue and complete their respective programmes/courses of Jamia and awarded qualifications upon successful completion thereof.
- 12. <u>Interpretation.</u> In case any doubt or difference arises as to interpretation of the provisions of this MoU or as to matters not provided herein, the parties shall consult each other and resolve such doubts or differences in good faith. If any dispute or difference of any kind whatsoever cannot be settled or resolved by mutual discussion in good faith, only court of Delhi/New Delhi will have jurisdiction to adjudicate upon the matter.
- **13.** Further Acts and Assurance. Each of the parties agrees to execute and deliver all such further instruments/ deliverables and to do and perform all such actions and things, as shall be necessary and required to carry out the provisions of this MoU and effectively and fully consummate the transactions provided for herein.
- **14. Governing Law.** The Memorandum shall be governed, interpreted and construed in accordance with substantive laws of India.









15. Notices. Any notice, approval consent or notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered or transmitted by fax to the addresses specified below or to such other addresses as may, from time to time be given, by each party to the other party in writing.

IN WITNESS WHEREOF the parties have signed this Memorandum of Understanding through their authorized signatories at New Delhi on 20^{th} day of April, 2018.

A.P. Siddiqui, IPS

Registrar Jamia Millia Islamia New Delhi **Gurupdesh Singh**

Deputy Inspector General Principal Director (MP&T)

Coast Guard Headquarters New Delhi

Witnesses

1) Dr. Eglal Hussain

2)

1)

2)

Vyar



