

MEMORANDUM OF UNDERSTANDING BETWEEN
INLAND WATERWAYS AUTHORITY OF INDIA (IWAI) (Ministry of Ports, Shipping and Waterways,
Government of India)

AND

**THE STATE GOVERNMENT OF UTTAR PRADESH (Through its Department of Transport/Skill
Development / Urban Development)**

**FOR FACILITATION SUPPORT AND OPERATIONAL ASSISTANCE FOR THE DEVELOPMENT OF A REGIONAL
CENTRE OF EXCELLENCE FOR INLAND WATER TRANSPORT (IWT) AT VARANASI**

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and entered into on
this [Day] day of [Month], [Year]

BY AND BETWEEN:

- I. **INLAND WATERWAYS AUTHORITY OF INDIA (IWAI)**, an autonomous body under the Ministry of Ports, Shipping and Waterways, Government of India, established under the Inland Waterways Authority of India Act, 1985, having its Head Office at A-13, Sector-1, Noida-201301, Uttar Pradesh (hereinafter referred to as "IWAI", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns);

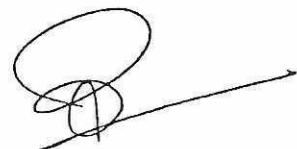
AND

- II. **THE STATE GOVERNMENT OF UTTAR PRADESH**, acting through its Department of Transport/Skill Development / Urban Development (as applicable), having its principal office at [Address of relevant Department, e.g., LokBhawan, Lucknow-226001], Uttar Pradesh (hereinafter referred to as "GoUP", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns).

(IWAI and GoUP are hereinafter collectively referred to as "the Parties" and individually as "Party").

WHEREAS:

- A. IWAI is the statutory body responsible for the development, maintenance, and regulation of inland waterways for shipping and navigation in India, with a mandate to promote and develop the Inland Water Transport (IWT) sector.



- B. The Government of India is committed to transforming the IWT sector into a modern, efficient, and sustainable mode of transport, which necessitates significant investment in skill development, technological advancement, and applied research.
- C. Varanasi, strategically located on National Waterway-1 (NW-1), is a pivotal hub for inland navigation and an ideal location for a dedicated center to foster excellence in the IWT domain.
- D. IWAI intends to develop a "Regional Centre of Excellence for IWT" at Varanasi (hereinafter referred to as "the CoE") to serve as a hub for skill development, research, innovation, and dissemination of best practices across the IWT value chain.
- E. The GoUP recognizes the significant potential of this CoE for enhancing local and regional skill sets, fostering technological growth, creating employment opportunities, and strengthening the overall logistics and industrial ecosystem within the state.
- F. The Parties desire to enter into this MoU to establish a framework for collaboration wherein GoUP provides essential facilitation support (including land, utilities, and approach roads) and operational assistance, crucial for the successful and timely development and efficient functioning of the CoE by IWAI

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE AND OBJECTIVES - The primary purpose of this MoU is to define the framework for collaboration between IWAI and GoUP for the successful and timely development and efficient operation of a Regional Centre of Excellence for IWT at Varanasi. The key objectives are:

- a) To facilitate the provision of necessary land, external utilities, and robust approach road infrastructure by GoUP for the CoE project.
- b) To foster a supportive environment for the development and long-term efficient operation of the CoE by ensuring timely statutory clearances, adequate security, and necessary operational coordination at the local level.
- c) To establish a state-of-the-art CoE that drives comprehensive skill development, cutting-edge research, technological innovation, and knowledge dissemination in the IWT sector.
- d) To contribute to local and regional economic growth, skill enhancement, and employment generation through the establishment and activities of the CoE.
- e) To strengthen the overall IWT ecosystem by creating a hub for expertise, training, and technological advancement, addressing the evolving needs of modern inland waterways.

2. SCOPE OF THE MOU: This MoU outlines the commitments and responsibilities of GoUP in providing facilitation support and operational assistance for the development and functioning of the Regional Centre of Excellence for IWT at Varanasi by IWAI. This includes facilitation in land identification, acquisition/allotment and transfer, provision of external utility connections, development of landside

approach infrastructure, and assistance for smooth day-to-day operations. The design, funding, construction, and eventual management of the core CoE infrastructure (buildings, laboratories, training facilities, equipment, academic programs, research initiatives) shall remain IWAI's primary responsibility, subject to the GoUP's agreed facilitation and operational assistance.

3. ROLES AND RESPONSIBILITIES

3.1. Responsibilities of IWAI: The responsibilities of IWAI shall include -

- a) Project Proponent & Funding:** IWAI shall be the primary project proponent and responsible for Identification and procurement of land, design, planning, funding, construction, and eventual operation and management of the core CoE Infrastructure, including buildings, laboratories, training simulators, equipment, and academic/research programs.
- b) Technical & Academic Leadership:** IWAI shall provide the technical specifications, architectural designs, and academic/research framework for the CoE's development and operation, ensuring its adherence to national and international standards for training and research institutions.
- c) Compliance:** IWAI shall ensure that the CoE's design, construction, and operation comply with all applicable national regulations for educational and research institutions, safety, and environmental protection.
- d) Program Development:** IWAI shall be responsible for developing and implementing the CoE's curriculum, research agenda, training modules, and certification programs in collaboration with relevant academic and industry partners.

3.2. Responsibilities of State Government of Uttar Pradesh (GoUP): The responsibilities of GoUP shall include

- a) Approach Road Development:** GoUP shall facilitate in:
 - i. Developing, upgrading, and maintaining an all-weather approach road connecting the CoE site to the nearest main road network as far as possible.
- b) Statutory Clearances & Permits:** GoUP shall provide all necessary facilitation for IWAI to obtain timely approvals, clearances, and permits from various state and local authorities (e.g., environmental clearances, building permits, educational institution approvals, labor permits) required for the construction and operation of the CoE. GoUP shall designate a nodal officer for this purpose.
- c) Security and Law & Order:** GoUP shall ensure adequate security arrangements, including deployment of security personnel/police, to maintain law and order in case of need, ensure safety of faculty, staff, students, and assets within the CoE premises during both construction and operational phases.
- d) Operational Facilitation and Coordination:** GoUP shall provide ongoing assistance for the smooth functioning of CoE operations by:

- i. Coordinating with local authorities (municipal bodies, police, public transport departments) for efficient access and day-to-day operational needs of the CoE.
- ii. Facilitating necessary liaison with local administration and other state agencies for various operational requirements, including student accommodation, local transportation, and community engagement.
- iii. Assisting in addressing local community relations, if any, that may impact the CoE's smooth functioning.

e) **Ancillary Landside Infrastructure:** GoUP shall facilitate the development of ancillary landside infrastructure in the vicinity of the CoE, such as adequate parking facilities, public transport stops, and other necessary support amenities for students and staff.

f) **Integration with State Programs:** GoUP shall support the integration of the CoE's skill development programs with state-level skill development missions, employment generation schemes, and educational Initiatives, leveraging its network for outreach and participation.

4. TERM AND REVIEW

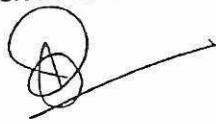
- a) This MoU shall come into effect from the date of its signing and shall remain in force for a period of ten (10) years, unless terminated earlier in accordance with the provisions herein.
- b) The MoU may be extended for further periods upon mutual written agreement of both Parties, based on a review of its effectiveness and continued relevance.
- c) The Parties shall review the progress and implementation of this MoU annually through the Joint Steering Committee.

5. AMENDMENT: This MoU may be amended or modified at any time by mutual written agreement of both Parties. Any such amendment or modification shall form an integral part of this MoU.

6. TERMINATION:

- a) This MoU may be terminated by either Party by giving six (6) months' prior written notice to the other Party, without assigning any reason.
- b) This MoU may be terminated by either Party immediately if the other Party commits a material breach of any of the terms and conditions of this MoU and fails to remedy such breach within ninety (90) days of receiving written notice of such breach.
- c) Notwithstanding termination, any liabilities or obligations incurred prior to the effective date of termination shall remain binding on the respective Parties.

7. DISPUTE RESOLUTION: Any dispute, difference, or question which may arise between the Parties concerning the construction, meaning, or effect of this MoU, or the rights or liabilities of the Parties hereunder, shall be resolved amicably through mutual discussions and negotiations. If no amicable resolution is reached within sixty (60) days, the dispute shall be referred to the Secretary, Ministry of



Ports, Shipping and Waterways (Government of India) and the Chief Secretary (Government of Uttar Pradesh) for their joint intervention and resolution.

8. GOVERNING LAW AND JURISDICTION This MoU shall be governed by and construed in accordance with the laws of India. The Courts at Lucknow have exclusive jurisdiction to entertain any suit or proceeding arising out of this MoU.

9. GENERAL PROVISIONS

a) **Non-Binding Nature:** This MoU represents the mutual understanding and intent of the Parties and is not intended to create any legally binding financial obligations beyond the express provisions outlined herein, particularly those relating to responsibilities and dispute resolution. It serves as a framework for a more detailed agreement or project-specific contracts if required.

b) **Severability:** If any provision of this MoU is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

c) **Force Majeure:** Neither Party shall be held liable for non-fulfillment of their obligations under this MoU if such non-fulfillment is due to a Force Majeure event (acts of God, war, natural calamities, pandemic, etc.), provided prompt notice is given to the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date first above written.

For & on behalf of Government of Uttar Pradesh:	For & on behalf of Inland Waterways Authority of India: 
Witness: 1. 2.	Witness: 1. 2.

