

Agreement

Between

ABHAYAPURI COLLEGE

And

NASSCOM / IT-ITES SECTOR SKILLS COUNCIL NASSCOM

For

Assessments and Certification on NSQF Levels/Qualification Packs (QP) and
National Occupational Standards (NOS) under the
BVoc Project

This Agreement has been made and agreed upon between the Parties mentioned below, signed on the
1st day of the month of April, year 2019.

BETWEEN

National Association of Software and Service Companies (NASSCOM) having its head office at
the NASSCOM Plots 7-10, Sector 126, Noida, UP – 201301, India (hereinafter called "NASSCOM"),
represented by its Vice President / Executive Director IT-ITeS Sector Skills Council NASSCOM,
which expression shall, where the context so admits, be deemed to include its successors, excutors
and administrators of the ONE PART

AND

Abhayapuri College represented by the Principal (hereinafter referred to as "Second Party") which
expression shall unless repugnant to the context or meaning thereof, include its successor in office,
legal representatives and permitted assigns of the SECOND PART


Principal
Abhayapuri College



Background and Purpose

Abhayapuri College has been established in the state of Assam to carry forward the skill development initiatives in a co-ordinated manner.

Whereas IT-ITeS Sector Skills Council NASSCOM (SSC NASSCOM) the skill standard setting body of the IT-BPM Industry which is an integral part of NASSCOM is the education & skill development initiative of NASSCOM; works with its industry members and select academic and skill development institutions to help improve the quality and quantity of the employable workforce available to this industry.


NASSCOM/SSC NASSCOM and Abhayapuri College and will hence forth be referred to independently as the 'First Party' and 'Second Party' respectively and collectively as the 'Parties'.

THIS AGREEMENT WITNESSED AND THE PARTIES HERETO AGREE TO AS FOLLOWS:

A. Objective

This Agreement is for collaboration on the conduct of Assessments and Certification at NSQF Level (National Skills Qualification Framework) or on Qualification Packs (QP) and National Occupational Standards (NOS) for Abhayapuri College/Second Party sponsored trainees

1. The Objective of this agreement is to improve employability skills of the trainees of the Second Party by their adoption of the NSQF Level or National Occupational Standards (NOS), Assessments and Certifications developed by NSDC through its Sector Skill Councils. Under this Agreement, First Party will ensure timely completion of training assessment & its certification, of trainees, trained by Second Party.
2. Currently 3 NSQF Level or QP / NOS based Assessments to be conducted by the Assessment Bodies of the First Party, has been enclosed as Annexure 1. Going forward more QPs for conduct of assessment will be added in consultation with the First Party.


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B. Role and Responsibilities of Second Party

The Second Party is the implementing organization and will be responsible for activities such as:

1. **Assessment & Certification of Second Party candidates:** The Second Party will permit the First Party to conduct assessments and certify its candidates as per the respective NSQF Level or QP / NOB under the First Party, through Assessment Agencies empanelled by the First Party.
2. **Nodal Officers/ Coordinators:** The Second Party will designate and recommend a Nodal Officer/ Coordinators at Headquarters Level who will be responsible for overseeing/coordinating the program from Second Party
3. **Payment Schedule to Sector Skill Councils:** The Second Party shall make 100% advance payment of assessment cost to HABCCOM/SSC HABCCOM i.e. the First Party for all the batches for which the First Party shall have given acceptance against requisition and the First Party shall give an acknowledgment of advance payment.

a. Assessment cost shall be paid on the basis of registered/scheduled number of candidates (this covers those passed, failed and also covers absentees on the day of the assessment as well) subject to a minimum batch-size, which is 30 candidates per batch. The cost for an assessment and the subsequent certification will be as per the norms of NSDC & HABCCOM/SSC HABCCOM/First Party and currently is at INR. 800/- exclusive of taxes. All taxes applicable to the Second Party (College/TP) have to be addressed by the Second Party (College/TP) over and above INR 800/-.

b. If a batch is not assessed due to Force Majeure or if informed by the Second Party at least 10 working days in advance to the date of the scheduled assessment or due to any other reason agreed upon by both the Parties, then the assessment will be carried out for the whole batch at a mutually convenient date. This communication between the Parties, until the integration between the Second Party Portal and SDMS is complete would be sent via E-Mail.

c. If a batch assessment is cancelled on the scheduled day of assessment due to 'Malpractice' as indicated in Annexure-II or lack of Infrastructure as indicated in Annexure-II, the assessment cost of INR 800/- per candidate is not refundable.

Re-assessment of such candidates as indicated in the above para in Point 'C' will attract an assessment fee of INR 800/- exclusive of taxes, once again.


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4. MIS: Generate MIS. The Second Party will appoint a dedicated operator for the same who will be responsible to coordinate the technical operations with the First Party.

C. Role & Responsibility of the First Party

1. **Single Point of Contact (SPoC):** The First Party will designate and recommend a SPoC who will be responsible for the overall assessment related activities from the First Party.
2. **Student Assessment and Certification:** The First Party will organize the timely assessment and certification of training through 'Assessment Agencies', certified and approved by the First Party. The First Party will issue a certificate to the successful candidate along with the Second Party only via NSDC's SDMS (Skill Development Management System).

D. The following process followed for Assessments and Certification will be the responsibility of the Second Party:

1. Second Party uploads its batch information on NSDC's SDMS Portal listing all details including the batch end date as required by NSDC's SDMS.
2. The Second Party allocates the QP trained batches to the First Party to get the assessments conducted through the First Party Assessment Provider. Until the integration between the Second Party Portal and SDMS is complete, all this information would be communicated via E-Mail on Excel sheets.
3. All candidate details have to be provided on the Excel sheet in the prescribed format relevant to the data necessary for NSDC's SDMS (Skill Development Management System). The Second Party will be responsible for the accuracy of all details provided on the Excel sheet and on SDMS.
4. The Second Party will transfer the requisite assessment fees via the prescribed Payment Gateway to the First Party, as mentioned in Clause B, Sub clause (3) of this Agreement along with the necessary details of the candidates for which the assessment fee is being forwarded.
5. The Second Party will be responsible for the availability of the assessment infrastructure as indicated in Annexure -II
6. The Second Party will make all efforts to avoid any malpractice at its assessment centres.

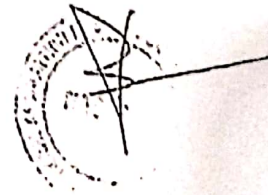

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E. The following process for Assessments and Certification will be the responsibility of the First Party:

1. The First Party will get updates of new batch/s already registered on SDMS, to be assessed. The First Party will be responsible for allocating an Assessment Agency which is empanelled with it for Assessment. Certification, will be carried out via NSDC's SDMS only as per NSDC's norms. The First party via its Assessment Provider will be responsible for the fair and proper conduct of the QP assessment. Any Issue/s that arise regarding this will be amicably discussed between the First Party and the Second Party and resolved thereof.
2. First Party to ensure that only registered batches on SDMS or on the Second Party portal will be assessed. Communication /request for the assessment date must be made at least 3 weeks before the batch assessment /training end date, at the Training Centre of the Second Party. However in case of malpractice or non-compliance of attendance by trainees at the test centre for an assessment, the full assessment amount has to be paid and any re-assessment will attract a new fee.
3. The First Party shall provide a statement of payments received along with requisite the requisite Invoice for the same.
4. The First Party designated Assessment Provider's proctor/invigator /assessor will check the credentials of the candidates as per the established First Party norms and conditions; details of infrastructure and logistics required are included as Annexure-II to this Agreement. The following document will be checked to authenticate candidate identity at the Test Center; ID proof- as mentioned in Annexure -II will also be provided by the Second Party.
5. The Second Party will make all arrangements at the centre such as raw material, lab facilities, infrastructure setup for the proctor to conduct the online assessment. Information about such arrangements will be provided to the Second Party by The First Party Assessment Provider; details of infrastructure and logistics required are included as Annexure -II to this Agreement.
6. Assessment for the complete batch will be done as per the norms of the First Party in terms of number of minimum and maximum number of candidates. Candidates will be assessed on the assessment criteria and Question Banks set by the First Party as per the respective QP concerned.


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7. The results of the batches will be declared by the First Party on the Second Party portal or in soft copy in an Excel sheet (if NSDC's SDMS is not ready), within 10 days of assessment by the Second Party Assessment Provider.
8. Secured certificates, will be generated through Pitney Bowes for successful candidates and the First Party will aim to forward the same in 10 days of declaration of the result and shared with the Second Party.

F. Other covenants

1. The use of the name, logo and/or the official emblem of the Parties concerned on any publication, document and/or paper concerning the mission/project under this Agreement is permissible, only post approval in writing, as explicit permission from the Party concerned.
2. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation or negotiation/s between the Parties, without reference to any third Party. Any other aspects not covered in this MoU, relevant to this program, and disputes etc arising about any aspect of the MoU shall be settled through mutual consultation and agreement, by the Parties to this MoU. In case a settlement is not arrived at, all disputes or differences arising between the parties in relation to the interpretation, meaning or effect of this agreement, or to any breach thereof and remain unresolved after the intervention of the representatives of the parties, shall be referred to arbitration under the aegis of the Indian Council of Arbitration at New Delhi (ICA). The Rules of the ICA shall govern the arbitral proceedings between the parties. The arbitration proceedings shall be conducted in English and the venue for the arbitration proceedings shall be New Delhi.
3. This Agreement will come into effect when signed by both the Parties concerned. This Agreement shall remain valid only for the effective period of the UGC BVoc program or one year from the date of signing, whichever is earlier and come into effect only from the date of its signing, and can be extended on mutually acceptable terms and conditions.
4. This Agreement may be changed at any time by mutual agreement of the Parties concerned in writing. It shall be reviewed three months before the expiry of the 'Agreement' or at a time mutually agreed upon by the Parties concerned for a possible renewal.


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5. Any other matter not included in this Agreement which is necessary for the smooth functioning of the mission/project/ scheme shall be finalized between the Second Party and the First Party on mutually agreeable terms and conditions.
6. The Agreement or any part thereof may be amended at any time during its tenure only by the consent, in writing, of the Parties concerned.

G. Termination

1. Either party to this Agreement may terminate this Agreement with 30 days prior written notice to the other party. On termination of this Agreement both parties shall discontinue using the marks and rights arising or accruing from the terms of this Agreement.
2. The termination of this Agreement shall be without prejudice to the accrued rights and obligations of the Parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such expiry or termination.

Both the Parties have set their hand in the presence of the witness on the 1st day of April, year 2019, as mentioned above.



Name: Dr. Sadananda Nath

Second Party

Designation: Principal

State: Assam

Project: B.Voc

Dated:

Witness




Name: Dr. Ishvinder Singh

Second Party

Designation: Nodal Officer

State: Assam

Project Name: 3 year B.Voc Degree Programme



Dr Sandhya Chintala

First Party

Executive Director
IT-ITeS Sector Skills Council
NASSCOM & VP NASSCOM

Witness



Name: Ishvinder Singh

First Party

Designation: National Lead -
Training & Efficacy

IT-ITeS Sector Skills Council
NASSCOM