

असम ASSAM

A 306305

**AGREEMENT**

This Agreement (hereinafter referred to as the "Agreement") is made and agreed upon between the Parties mentioned below, signed on the 19th January, 2021 and entered into:

BY AND BETWEEN

BFSI Sector Skill Council of India, a non-profit company, registered under the Companies Act, 1956, licensed under Section 8 of the same, is the Sector Skill Council for the Banking, Financial Services and Insurance Sector and has been formed under the aegis of the National Skill Development Corporation (NSDC). NSDC has been made jointly by Government of India and Industry Associations, as a PPP initiative to promote skill development and having its Registered Office at "25th Floor, P.J. Towers, Dalal Street, Fort, Mumbai – 400 001", (hereinafter referred to as "BFSI SSC" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) on the ONE PART

AND

Abhayapuri College, Abhayapuri, District of Bongaigaon PIN-783384 having its head office at Abhayapuri College, has been established in the state of Assam to carry forward the skill development initiative in a co-ordinated manner, (herein after referred to as "College") 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

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Principal  
Abhayapuri College  
Abhayapuri



The expression party of the First Part and the party of the second part shall unless the context otherwise requires be deemed to mean and include their representatives, successors and assigns. BFSI SSC and COLLEGE shall hereinafter be jointly referred to as the "Parties"

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

A. Objective

This Agreement is for collaboration on the introduction of Outcome Based Trainings, Assessments and Certification on Qualification Packs (QP) and National Occupational Standards (NOS) for {College} sponsored trainees

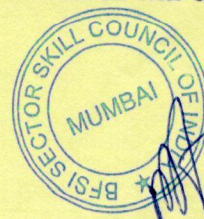
1. The Objective of this agreement is to improve employability skills of the trainees of the COLLEGE by their adoption of the National Occupational Standards (NOS), Assessments and Certifications developed by NSDC through its Sector Skill Councils. Under this Agreement, BFSI SSC will conduct assessment & its certification of trainees as per prescribed guidelines, trained by COLLEGE.
2. QPs in which training shall be imparted by COLLEGE and the relevant Assessments conducted by the Assessment Bodies of the BFSI SSC, has been enclosed as Annexure 1.

B. Role and Responsibilities of COLLEGE

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

1. Facilitate Assessment & Certification of students undergoing training as per this MOU: The COLLEGE will permit the BFSI SSC to conduct assessments and certify the trainees of batches trained as per the respective QP / NOS under the BFSI SSC, through Assessment Agencies empaneled by the BFSI SSC.
2. Nodal Officers/ Coordinators: The COLLEGE will designate and recommend a Nodal Officer/ Coordinators at Headquarters Level who will be responsible for overseeing/coordinating the program from COLLEGE
3. Payment Schedule to Sector Skill Councils: The COLLEGE shall make 100% advance payment of assessment Fee to BFSI SSC.
  - a. Assessment Fee 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 15 candidates per batch. The Fee for an assessment and the subsequent certification will be as per the

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norms of NSDC&BFSI SSC and currently is at INR. 800/- (Services Sector) plus GST.

- b. If a batch assessment is not conducted on the due date then the assessment will be carried out for the whole batch at a mutually convenient date. However, a fee of Rs.10000/- per batch will be levied for every change request for the date of assessment. This will be payable in advance.
4. MIS: Generate MIS. The COLLEGE will appoint a dedicated executive for the same who will be responsible to coordinate the technical operations with the BFSI SSC.

C. Role & Responsibility of the BFSI SSC

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

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

1. COLLEGE uploads its batch information on NSDC's SDMS Portal or any other medium as both parties think fit.
2. The COLLEGE allocates the QP trained batches to the BFSI SSC to get the assessments conducted through the BFSI SSC Assessment Provider. Until the integration between the COLLEGE Portal and SDMS is complete, all this information would be communicated via E-Mail
3. The COLLEGE will transfer the requisite assessment fees via cheque/DD/RTGS to the BFSI SSC, as mentioned in Clause B, Sub clause (3) of this Agreement.

E. The following process for Assessments and Certification will be the responsibility of the BFSI SSC:

1. The BFSI SSC will get updates of new batch/already registered on SDMS, to be assessed. The BFSI SSC will be responsible for allocating an Assessment Agency which is empanelled with it for Assessment. Certification will be carried out as per NSDC's norms. The BFSI SSC via its Assessment Provider will be responsible for the fair and proper conduct of the QP assessment. Any issue/s that

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arise regarding this will be amicably discussed between the BFSI SSC and the COLLEGE and resolved thereof.

2. BFSI SSC to ensure that only registered batches on SDMS or on the COLLEGE portal will be assessed. Communication /request for the assessment date must be made at least 3weeks before the batch training end date, at the Training Centre of the COLLEGE. 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 BFSI SSC shall provide a statement of payments received along with requisite invoice for the same.
4. The BFSI SSC designated Assessment Provider's proctor/invigilator /assessor will check the credentials of the candidates as per the established BFSI SSC 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 Centre: ID proof- as mentioned in Annexure -II will also be provided by Second Party's.
5. The COLLEGE will make all arrangements at the centre such as raw material, lab facilities, and infrastructure setup for the proctor to conduct the online assessment. Information about such arrangements will be provided to college by The BFSI SSC 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 BFSI SSC as per the respective QP concerned.
7. The results of the batches will be declared by the BFSI SSC on the NSDC SDMS within 30 days of assessment by the Assessment Provider.
8. Secured certificates will be generated for successful candidates and the BFSI SSC will aim to forward the same in 30 days of declaration of the result and share with the COLLEGE.

F. Other covenants

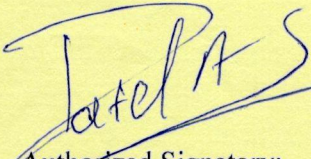
1. The use of the name, logo and/or the official emblem of the Parties concerned on any publication, document and/or paper concerning the mission/project under this Agreement is permissible, only post approval in writing, as explicit permission from the Party concerned.
2. Any difference or dispute between 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.
3. This Agreement will come into effect on that date, when signed by both the Parties concerned. This Agreement shall remain valid for a period of three years only from the date of its signing, and can be extended on mutually acceptable terms and conditions.

*Admission*  
Principal  
Abhayapuri College  
Abhayapuri



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 for a possible renewal.
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 COLLEGE and the BFSI SSC 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.
7. This Agreement shall be governed by construed and interpreted in accordance with the laws of India. The parties shall be subject to the exclusive jurisdiction of the Courts in Mumbai.

Both the Parties have set their hand in the presence of the witness on the 19<sup>th</sup> January, 2021 day of as mentioned above.

  
Authorized Signatory:

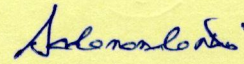


BFSI Sector Skill Council of India

Date

Witness:





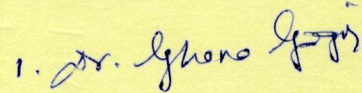
Principal  
Abhayapuri College  
Abhayapuri

(Dr. Sadananda Nath)  
Principal  
Abhayapuri College



Date: 19-01-2021

Witness:

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