

F. No.B-12012/07/2016-SNP (Part)
Government of India
Ministry of Skill Development and Entrepreneurship
(Division I – SD&V Wing)

3rd Floor, Shram Shakti Bhawan,
Rafi Marg,
New Delhi - 110001
Dated: ..30th.. May 2019

OFFICE MEMORANDUM

Subject: Revised Guidelines for State Skill Development Mission (SSDM)/ State Govt. to function as Inspection Agency on SMART for centres Accreditation and Affiliation-reg.

The undersigned is directed to refer to this Ministry's OM No. F. No. B-12012/07/2016-SNP dated 12th October 2018 with the above mentioned subject and to state that the enclosed copy of the revised "Guidelines for State Skill Development Mission/ State Govt. to function as Inspection Agency on SMART for Centre Accreditation and Affiliation" shall be considered as final superseding the earlier one. In this regard, all the stakeholders are requested to consider the enclosed revised guidelines as final and take necessary actions accordingly. Also, enclosed is the template of the agreement to be signed between NSDC and the respective SSDMs. Further, National Skill Development Corporation (NSDC) is requested to finalize the modalities at the earliest and handhold the States/ UTs in its early implementation.

2. This issues with the approval of competent authority.

Encl: As above


(R K Gupta)
Director
Tel. No.: 23465857
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To,

1. Mission Director/ Concerned Officials of State Skill Development Missions from 36 States/ UTs
2. MD & CEO, NSDC, Aerocity, New Delhi

Copy to:

1. PS to Secretary, MSDE
2. PS to Joint Secretary (Skill Development), MSDE



सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF SKILL DEVELOPMENT
& ENTREPRENEURSHIP



Skill India

कौशल भारत - कुशल भारत

Guidelines for State Skill Development Mission/ State Govt. to function as Inspection Agency on SMART for Centre Accreditation & Affiliation

Date: 28th May, 2019



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1. Centre Accreditation

Centre Accreditation is a quality assurance process, under which Training Centres (TCs) are evaluated on defined quantitative and qualitative parameters to ensure standardization of training aids, infrastructure availability, etc. Adequate training infrastructure is pre requisite for quality training for all trainees. Therefore, well-defined validation process needs to be followed to ensure that only those who meet the standards become eligible for Centre accreditation and affiliation for respective job roles. The process of Accreditation and Affiliation focuses on learning and self-development, and encourages the TC to pursue continual excellence. The guidelines aim to provide an umbrella framework to all the skilling activities being carried out within the country, thereby providing quality benchmarks in the concept, establishment and running of the various schemes.

The process involves a combined mechanism of self-evaluation and an external evaluation by Inspection Agency to determine if the prescribed standards are met by the TC.

Centre accreditation and affiliation aims to evaluate the facilities available at the Training Centres in an objective manner and decentralize the accreditation process by empowering the State Governments to inspect their recommended training centres under various schemes. The Grading Metrics is related to the infrastructural norms and qualification benchmarking of skill trainers. These standards are a set of practices and concepts, as laid down by the SSCs pertaining to each job role, that provide guidance to the TCs on all relevant aspects of skilling. Centre Accreditation ensures that the TC has met prescribed standards, as determined by the respective Sector Skill Councils (SSCs).

It is to be noted that these guidelines shall be read along with Guidelines for Accreditation, Affiliation and Continuous Monitoring of Training Centres for the Skill Ecosystem issued earlier. These guidelines shall be reviewed periodically, depending upon the feedback from stakeholders and learnings during its implementation. All updates shall be published on SMART website. The stakeholders are advised to regularly check the websites for amendments/changes, if any.

2. Skill Management and Accreditation of Training Centres (SMART)

Skill India is a Government of India initiative which has been launched to empower the youth of the country with skillsets that make them employable and more productive in their work environment. As India moves progressively towards becoming a global knowledge economy, it must meet the aspirations of youth and aim towards skilling them with the best possible standards. It is pertinent to create synergies among the stakeholders of the skills ecosystem, to coordinate and streamline multiple Skill Development initiatives undertaken by the Government of India.

SMART provides a single window IT application that focuses on the Accreditation, Affiliation and Continuous Monitoring of the Training Centres in the Skill Ecosystem and intends to address the

critical aspects like evaluating skill providers in an objective manner, fostering excellence in Training Centres, enabling trainees to make informed choices with regard to Training Centres, etc. SMART aims to synergize the efforts of all the stakeholders in the skill ecosystem, and streamline the skill development initiatives. SMART facilitates standardized and effective processes with respect to Accreditation, Affiliation, and Continuous Monitoring of the Training Centres, which shall play a significant role in achieving the desired quality standards across various schemes.

Accreditation and Affiliation through SMART being a holistic process usually encompasses various Central and State funded Government Schemes, Fee based training, CSR activities, etc.

2.1 Various features of SMART

- i. Single portal interface across multiple Sector Skill Councils (SSCs) and Schemes
- ii. IT enabled paperless system for accreditation and affiliation of Training Centres
- iii. Transparent and Time bound delivery of accreditation & affiliation services
- iv. SSC guided standardized lab specifications

2.2 Services offered on SMART

- i. Extendable to all Skill Development Schemes
- ii. Web based application for TC Accreditation/Affiliation
- iii. Mobile App based TC Centre Accreditation Application Form (CAAF) submission, Inspection & Continuous Monitoring (CAAF is the application form submitted by TC for registration on SMART basis which grading gets calculated)
- iv. One Stop platform for SSC Affiliation
- v. Online repository for TC/TP details at Pan India level
- vi. Stakeholder Dashboards & MIS
- vii. E-Payment of Accreditation& Affiliation fees
- viii. Physical Inspection of TC based on CAAF
- ix. Standardization of training infrastructure and equipment for all NSQF aligned Job roles across all SSCs
- x. Common Norms aligned Transparent Grading of TCs

3. Two stage Centre accreditation & affiliation process on SMART

Training centre accreditation & affiliation is a 2 stage process as detailed below:

Letter of Registration (LOR) (Stage 1): Interested Training Providers (TPs) to register themselves on SMART. Post successful registration (along with payment of requisite fees) and getting the status as 'Deemed Ready' after desktop assessment of the TP registration form, the TP creates training centre(s) by filling separate form for each centre. Once TC gets created, the login credentials gets shared with respective TC SPOC. The TC then fills in the CAAF which is evaluated through Desktop Assessment process by an empanelled third party agency. Once a TC is found compliant basis desk evaluation, it is accorded 'Deemed Ready Status' with a tentative score based grading. A 'Letter of Registration' is also issued to such Deemed Ready TCs.

Desktop evaluation of the Training Centre's Centre Accreditation Application Form (CAAF) is undertaken by an empanelled Inspection Agency and is beyond the purview of SSDMs.

Physical Inspection (Stage 2): Once a Training Centre gets 'Deemed Ready' status and 'Letter of Registration', the TC can apply to participate in any funded schemes (Central /State) basis their tentative grading and "Letter of Registration". For participation under any scheme, TC needs to get the recommendation from the respective scheme authority. TC to apply for recommendation under any scheme on SMART for each Job Role. The respective recommending agency to approve the Job Role, if found okay and abiding as per the scheme process.

If TC gets recommended for any central/state funded scheme then it would undergo the process of physical inspection. This physical inspection is to be carried out by respective SSDM or any agency there by. The Inspection report for such Centres which gets qualified and recommended during Physical Inspection would be considered by SSC for review and approval for accreditation and affiliation for a particular job role. Once SSC accords final status, the TC then pays the Continuous Monitoring and Affiliation fees and also, receives the Accreditation Certificate.

SSDMs to perform the following activities in this new process:

1. As Recommending Agency:

- The TCs who have received 'Deemed Ready' status and 'Letter of Registration' to apply for recommendation with the respective SSDMs. SSDMs to recommend such Centres for selected job roles on SMART for PMKVY CSSM or for other State funded Schemes

2. As Inspection Agency:

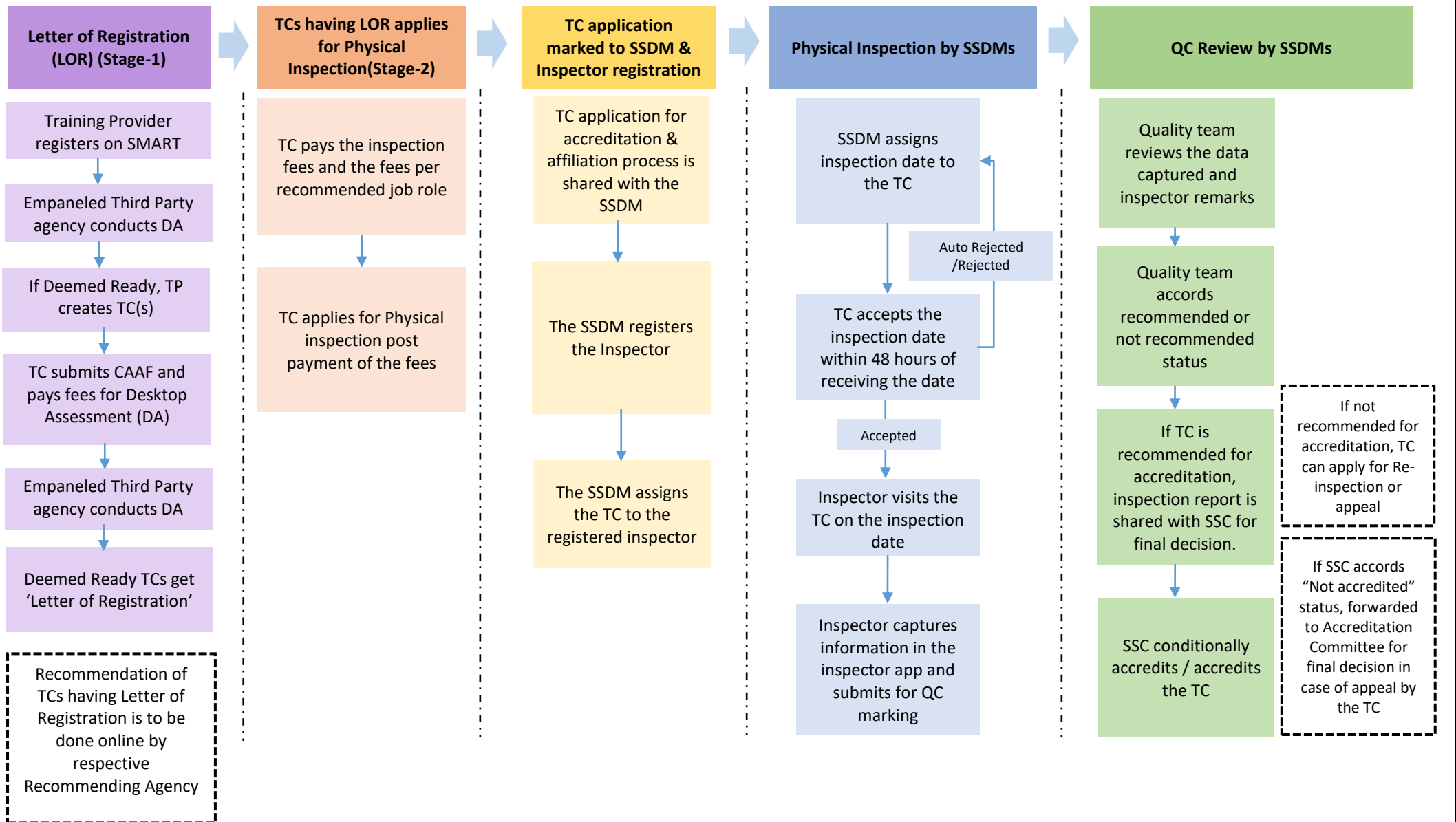
- SSDMs to register inspectors on SMART using any one Unique Id such as Passport/ Voter's Identity Card/ Driving Licence/ Aadhaar Letter/Card/ PAN Card/ any other Government issued ID with serial number & photograph, and contact credentials including mail Id, and phone number.
- SSDMS to carry out Physical inspection of TCs recommended by any funded scheme on recommended job roles
- Conduct the Quality review and mark the final inspection report with recommendation status

4. Inspection Process to be followed by SSDM [Stage 2]

As per the above mentioned process, the SSDMs would also function as an inspection agency for inspection of any training centre which get empanelled or recommended for any funded scheme. The area of responsibility for SSDM would be limited to the physical boundary of the state. In special circumstances MSDE can give additional responsibilities of inspection to any SSDM and directions for the same will be communicated when required. The role of SSDM as an inspection agency is in addition to its authority to recommend/ empanel any Training Centre for PMKVY CSSM or any other state funded/ run schemes. If the SSC wishes to empanel/recommend any Training Centre having 'Letter of Registration', it would do so on SMART portal by using their SMART login and selecting the respective TC and the recommended job roles.

Note: SSDMs would be empowered to carry out physical inspection of all Training Centres empanelled/ recommended by any funded scheme within their geographical area.

SMART Process Flow for SSDMs operation as Inspection Agencies on SMART



4.1 Process of TC registration and Self-Recognition



Interested Training Providers (TPs) register themselves on SMART. Post successful registration the TP creates training centre(s) and applies for 'Letter of Registration'. The application submitted by the TC is evaluated through Desktop Assessment process by an empanelled third party agency.

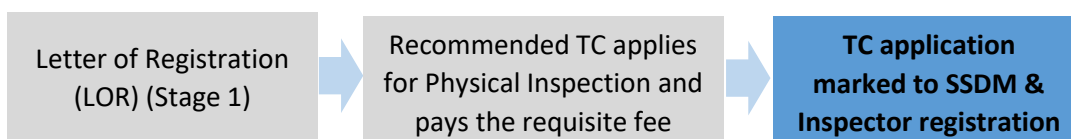
Once a TC is found compliant basis desk evaluation, it is accorded with a tentative score based grading. A 'Letter of Registration' also gets issued to the respective TC.

The recommending agency would empanel training centres through their own process of empanelment i.e. EOI/RFP/any other process. The recommending agency may endeavour to enter into a special contract / MoU with other state bodies like Govt. Departments / Govt. owned public limited enterprises and may recommend them. Once a TC is empanelled or selected for any funded scheme, the respective recommending agency would recommend the Training Centre by using their SMART portal login. The recommending agency would also select the particular job roles for which respective TC has been empanelled/recommended.

Note: Here the "Recommending Agency" can be SSDM for PMKVY CSSM or any state scheme, SSC for fee based training, etc. The Empanelment of the Training Providers/ Training Centres for any scheme/ internal purpose is the responsibility of the respective scheme. MSDE or NSDC will not be a party to the process and will not regulate the process. In case of a Central Ministry scheme or scheme of another Donor organization using SMART, the recommendation agency will be defined by the respective Ministry/ Donor organization.

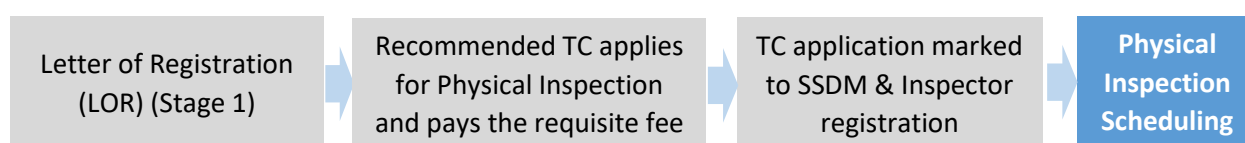


Once recommended, these TCs will be able to apply for physical inspection of the TC for accreditation & affiliation of the recommended job roles by paying the requisite fees.



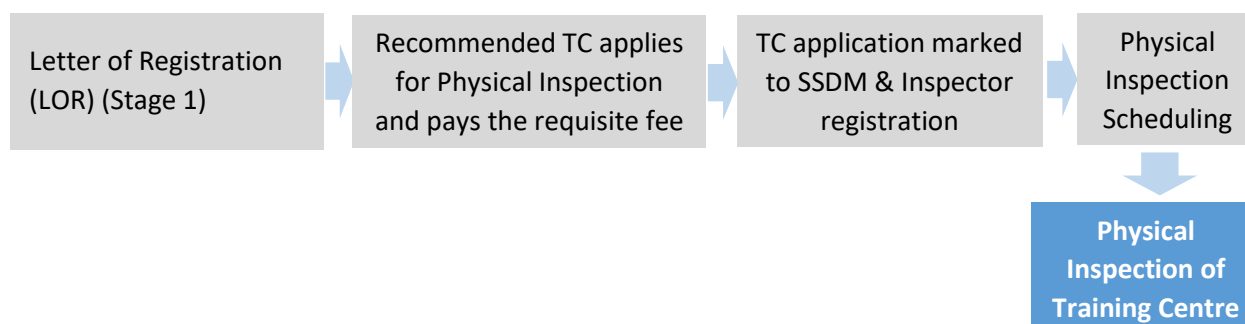
Once the TC applies for Inspection, the TC application would be marked to respective SSDM basis the TC's geographical presence. The SSDM, operating as inspection agency shall register their inspectors on SMART portal with the inspector's information including any one Unique ID proof. SSDM shall then assign TC to an inspector who would carry out the physical inspection of the TC as per the guidelines prevailing at that time. Process for Physical Inspection by the State Govt./ State Skill Development Mission (SSDM)

Accreditation and Affiliation process requests of TCs recommended by any funded scheme (Central/State) is verified by the respective recommending agency. Post verification, the TC will be available with the SSDM to schedule physical inspection.



SSDMs shall schedule physical inspection within 7 calendar days from the date of submission of the Centre Accreditation Application Form by the TC. SSDM shall carry out the physical inspection within 15 calendar days from the date of submission of the Centre Accreditation Application Form by the TC. If the TC rejects the inspection date, the new date should be within 7 calendar days of the rejected date. The TC will have the option of rejecting the inspection date only once. Any subsequent date will be treated as auto accepted by the TC.

T	Timeline	T+7 days	T+15 days	T+7 days
TC pays the fees & submits the CAAF	Activity	Scheduling of Physical Inspection	Conducting Physical Inspection	Conducting Physical Inspection after rejection of the initial inspection date (T1 is the rejected date of the initial inspection date)



Once the TC accepts the inspection date, the On Site Centre Inspection (Physical Inspection) and Final Quality Review of the application would be done by SSDM appointed inspectors and quality reviewer. The Physical inspection has to be done using the Inspector's Mobile Application

4.1.1 Physical Inspection

- i. SSDM/ any representative as detailed by SSDM would visit the Centre as per the proposed visit date and conduct the inspection.
- ii. Unique ID details (as mentioned above) of the Inspector would be uploaded in Inspection mobile application technology (approved/recommended by NSDC)
- iii. The inspection should be conducted as per the accreditation standards for the job roles for which the Training Centre has been recommended.
- iv. The inspector would check whether the information provided in Centre Accreditation Application Form is correct and matches with the actual Centre infrastructure.
- v. The inspector would also check the original documents w.r.t. the address proof, trainer's qualification certificates, etc. The inspector would submit the findings of the Centre Visit through the inspector's app.
- vi. The inspector would also need to click and upload photographs of the centre facilities using the mobile application technology (approved/recommended by NSDC), and the process shall include uploading of the geo-tagged and time stamped Centre pictures.
- vii. It is mandatory for the inspector deployed by SSDM to carry an appropriate equipment i.e. smart phone/ tablet with pre-installed Centre Accreditation Mobile Application for taking time-stamped & geo-tagged photographs, a device for measuring carpet area in the Training Centre, etc.
- viii. It is mandatory for the inspector to check original invoices/rent documents of all equipment's (both lab, class room and office) during the inspection and would also need to click and upload photographs of the centre facilities using the mobile application technology (approved/recommended by NSDC).

4.1.2 Quality Check

- i. The SSDM's Quality team has to review the data captured and remarks submitted by Inspector remotely.
- ii. The Quality Check (QC) is conducted to finally accord recommended or not recommended status.
- iii. SSDM should carefully conduct QC as the status of a Training Centre depends on the outcome.
- iv. SSDM has to check the authenticity of the documents/ data during the processes carried out.
- v. The SSDM has to login on the website through their credentials and execute the QC operations real time.
- vi. During QC it is preferred that the representative of the SSDM conducts the QC real time.

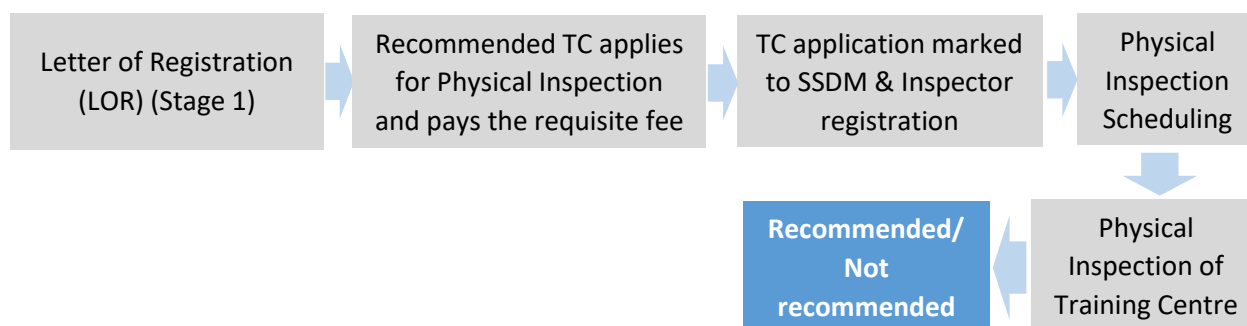
4.1.3 Parameters to be checked during physical inspection

Indicative parameters to be checked by the SSDM inspectors during Centre Validation Process via

Physical Inspection:

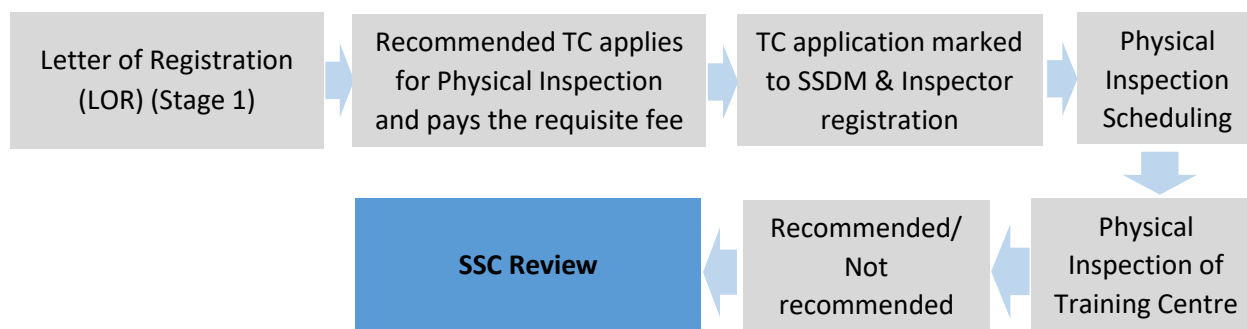
- i. Verification of Centre's Usable Area: The inspector has to cross check the Training Centre's usable area i.e. classrooms, reception, lab, offices, etc. with the specifications laid in Centre Accreditation guidelines / lab specifications defined by SSCs. In Training Centres where hostel facilities are also being offered to the students, usable area for hostel also be verified.
- ii. Type of building: The inspector should check the type of building i.e. Industrial building, standalone building, commercial building, etc. The inspector shall qualitatively evaluate and record the quality of construction/ look and feel factor.
- iii. Trainers' credentials: The qualification, SSC's approved TOT certification (Conditional) with Aadhaar validation, and experience of all the trainers in the training Centre shall be verified.
- iv. Availability of Aadhaar Enabled Biometric Attendance System (Conditional): The inspector shall verify whether the Training Centre is equipped with Aadhaar enabled Biometric Attendance System. However Aadhaar Enabled Biometric Attendance is non-mandatory for North East States & J&K.
- v. Verification of physical infrastructure, lab equipment: Compliance check and qualitative evaluation of the Training Centre infrastructure i.e. classrooms, overhead projectors, power backup, air-conditioning, etc. has to be carried out. Presence of IT infrastructure and internet facility in the training centre has to be verified also. The mandatory requirements as per the Accreditation Standards shall be verified.
- vi. The inspector of the SSDM needs to interact with the trainers and other relevant staff of the Centre. The SSDM shall deploy only those personnel as inspectors who have the adequate qualifications, training, experience and knowledge of the requirements of the Centre inspections.
- vii. The SSDM will arrange for training to its personnel deputed for inspections covering know how of the centre accreditation guidelines & grading metrics, working knowledge of a vocational Training Centre, equipment and systems, training documentation, significance of various parameters, typical problem areas, etc.

Note: The updated and exhaustive list of parameters can be referred from smart.nsdcindia.org.



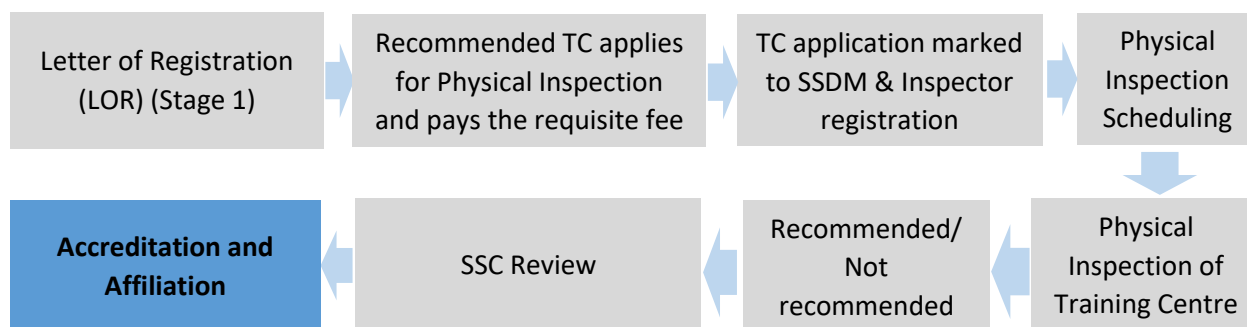
If the centre and its job roles are 'Recommended' post inspection by SSDM, the centre will be forwarded to concerned SSC(s) for affiliation. If the status is 'Not recommended', the Training Centre has an option to apply for a re-inspection.

Only the Job Roles recommended by SSDM for Accreditation at the centre will be forwarded to respective SSC for review. Therefore, the SSDM needs to be thorough in the Centre Validation process, and must record the inspection outcomes properly. SSDM has to provide a detailed justification in the report for all centres that are recommended as well as not recommended. The SSDM shall preferably submit the recommendation status within 4 calendar days from the date of physical inspection.



Once the centre is marked recommended by the SSDM, it will be given to the respective Sector Skill Council (SSC) for review. The SSC will review the inspection report.

- i. All cases recommended by SSDM in Centre Inspection Report on SMART would be considered by respective Sector Skill Council for according Accreditation and Affiliation.
- ii. The Report should be ready for consideration by SSC preferably within 4 calendar days of QC marking by SSDM.
- iii. SSDM has to provide an accreditation score to the Centre as per the grading metrics and communicate the same to NSDC/ SSC/ relevant stakeholders.
- iv. In cases where SSC agrees with the recommendations made by SSDM, the Centre's accreditation status is considered to be confirmed.
- v. SSDM must respond to all queries during the Report's review by the SSC.



Post SSC review, the centre will be accorded an Accredited or Conditional Accreditation status. Post which, Centre has to pay the requisite fees of Continuous monitoring and affiliation. Once the

payment is successful Affiliated/ Conditionally Affiliated status is accorded to the centre.

This accreditation and affiliation will be valid for 1 year (6 months if conditionally accredited and affiliated). After the affiliation period is over, the TC will get de-accredited and will have to go through the accreditation and affiliation process again.

5. Appeal Process

A two level Appeal process would be available to any TC in case of any complaint. If the TC has some grievance with the inspection report of the SSDM, the TC has the option to appeal against the inspection report on SMART. The TC can appeal within 7 calendar days of receiving the inspection report.

5.1 State Level Appellate Committee:

At first level, State Appellate Committee would look into the appeal of the TC and evaluate it as per the guidelines on accreditation and affiliation and take decision on the appeal.

In cases where a job role recommended for accreditation by the SSDM after inspection is not accredited by the SSC, such cases would be dealt by Accreditation Committee at NSDC and not by State Level Appellate Committee.

Respective state would decide on the constitution of this Committee.

5.2 Accreditation Committee:

Following type of cases would be dealt by Accreditation Committee:

- (i) Cases where a TC/ any job role recommended for accreditation and affiliation by the SSDM basis physical inspection is not accredited by the SSC.
- (ii) If TC is not satisfied with the decision of the State level Appellate Committee.

In both the cases, the TC has the option to appeal against the decision on SMART. The TC can appeal within 7 calendar days of receiving the decision of SSC/ State level Appellate Committee, as the case may be. Structure of Accreditation Committee would be as under:

Sr. No.	Accreditation Committee Members
1	Chief Operating Officer, NSDC
2	Chief Executive Officer, of two SSCs (by rotation)
3	Representative from MSDE
4	Representative from SSDM/ State government/ department
5	SSC Governance Representative(s), NSDC
6	Head, Centre Accreditation, NSDC

Rules for Govt. Institutes

Centre accreditation and affiliation of Government institutes will be done based on the institute's application on SMART (Centre Accreditation Application Form submission) and an endorsement letter from a class I Gazetted Officer of the recommending department (state skill mission). Presently, these institutes are exempted from physical inspection and the endorsement letter from Gazetted Officer will be considered as proof of compliance to SMART grading metrics and SSC norms of such institutes.

6. Continuous Monitoring

The Continuous Monitoring report (SAR) will help in tracking and monitoring the already Accredited/ Conditionally Accredited Centres. SAR (Self-audit Report) is the collection of various data points received from the TC during continuous monitoring process. The purpose of continuous monitoring of TCs, is to get an accurate insight into the infrastructure, and other details those were furnished at the time of inspection and basis which the accreditation was accorded to the Centre. As this process also intends to impact the grading of a Centre, therefore will encourage Training Centres in maintaining consistency.

In case of the centres inspected by SSDM, the continuous monitoring of the training centres will be done by NSDC with the help of Mobile application and surprise visits will be made up to 10% of the centres inspected by SSDMs. Subsequently the continuous monitoring responsibilities will be transferred to the SSDMs in a phased manner.

7. Roles and Responsibilities of NSDC

- i. To facilitate in capacity building of the SSDM i.e. providing them training regarding the functions of an inspecting agency and apprising them about the procedures and norms to be followed by conducting workshops for state IAs and SSDM officials.
- ii. Conducting regular refresher trainings for SSDM and state IAs.
- iii. To guide and share the checklists for Inspection process.
- iv. To conduct periodic review of the work carried out by the SSDM as inspection agencies.
- v. To track and monitor training centres through Continuous Monitoring with support of empanelled Inspection Agencies.
- vi. Desktop assessment of the data points submitted by TCs via continuous monitoring.
- vii. Coordinate and conduct surprise visits at Training Centres as a part of Continuous monitoring.
- viii. To conduct Accreditation Committee meeting at periodic intervals for resolution of the cases or appeals made by aggrieved party.
- ix. Maintenance of tech services and web portal.
- x. Handling and resolution of Tech related queries of SSDMs.
- xi. Reimbursement of inspection fees to SSDM basis the achievement of payment milestones
- xii. 10% of the state's inspections will be validated by NSDC.
- xiii. Advisory support to the SSDM on discrepancies found in the validation of the sample.
- xiv. Sensitisation workshops and training sessions to be conducted with states on the validation of the sample inspections.

8. Tech enablement

- i. Each state is provided with an Admin login, and an additional functionality will be provided on their dashboard to carry out inspection related activities.

- ii. Admin can create new user logins for users to perform inspection activities.
- iii. After the users are created, admin has to assign TCs to the Inspector.
- iv. The inspector sends an inspection date to the TC and once the same has been accepted by the TC, physical inspection of the centre is conducted through a mobile app (provided to the inspectors by NSDC) and the inspection report is uploaded on the portal.

9. Contract and Fees applicable to be paid to SSDMs for acting as Inspection Agencies

The terms and conditions as well as responsibilities to be undertaken by SSDM and NSDC are covered in the contract which is released as an additional document to these guidelines by MSDE which also, contains the inspection fees which can be re-imbursed to the SSDM post inspection.

10. Invoicing

- i. Invoices are to be raised and submitted to NSDC on monthly basis along with supporting evidence of work completion.
- ii. SSDMs will have access to the Inspection dashboards from where work completion data can be downloaded for invoice raising.

11. Monitoring of Physical inspections conducted by SSDMs

NSDC will validate 10% of the inspection done by the SSDMs to ensure consistency in the accreditation and affiliation of the TCs. Periodical validation process will further ensure homogeneous standard and quality delivery across the states. In addition to this, it will also help to identify State level, best practices, and operational/geographical challenges during implementation of various schemes. The matrix for the validation of 10% of the inspections conducted by SSDMs and action suggested will be intimated later.

12. Template for Letter of Registration



LETTER OF REGISTRATION

This is to notify that **Training Centre Name**, having TC ID : **TC#####** under **Training Provider Name** Limited having TP ID : **TP#####** is a registered Centre on SMART (i.e. Skill Management & Accreditation of Training Centres web-portal – SMART NSDC) for below mentioned Job Role(s):

S. No.	Job Role Name	SSC Name	QP Code

The Centre has been registered on SMART as per the tentative score of **##** and grade as **##** which has been given on the basis of the information filled by the Centre in the Centre Accreditation Application Form (CAAF). The Centre is yet to undergo physical inspection process and complete other requirements for Accreditation and Affiliation in the above mentioned job roles.

This letter will remain valid for a period of one year from the date of issue of this letter or till the completion of the process of Centre Accreditation and Approval, whichever is earlier.

Further, this Letter is subject to the following terms and conditions in addition to those stipulated in the “Guidelines for Accreditation, Affiliation and Continuous Monitoring of Training Centres for the Skill Ecosystem” and any amendments/ modifications thereto, as issued from time to time:

1. The tentative score and grading mentioned in this letter is basis self-filled information only.
2. To proceed with Physical Inspection, the Centre needs to provide recommendation from respective scheme/recommending agency.
3. No fee / payment / charges paid for the registration is refundable in any condition.

Note: Ministry of Skill Development and Entrepreneurship, Government of India (MSDE) and National Skill Development Corporation (NSDC) incurs no obligation or liability what so ever to allocate target to the Centre under any scheme run by them.

QR CODE

Date of Issue

Registration Number

Signature of MD & CEO, NSDC

**AGREEMENT
FOR
PHYSICAL INSPECTION OF TRAINING CENTRES FOR THE CENTRE
ACCREDITATION AND AFFILIATION
BETWEEN
NATIONAL SKILL DEVELOPMENT CORPORATION
AND
ABC**

THIS AGREEMENT made at New Delhi on **DATE**

BY AND BETWEEN

National Skill Development Corporation, (CIN: U85300DL2008NPL181612) a company registered under the Companies Act, 1956, having its registered office at A-Block, Clarion Collection, Shaheed Jeet Singh Road, New Delhi-110 016 and licensed under section 25 of the Companies Act, 1956 (hereinafter called “**NSDC**” / “**Client**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assign) of the First Part;

ABC (hereinafter referred to as “**ABC**” which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the Second part.

NSDC and **ABC** are hereinafter individually referred to as a “**Party**”, and collectively, as “**Parties**”.

WHEREAS NSDC is a public private partnership established with the object of developing unskilled and semi-skilled labour force into productive and skilled labour by providing and enabling skill policy/ecosystem and to manage, run and support government schemes and institutes and polytechnics for achieving this objective.

WHEREAS **ABC** is a _____

AND WHEREAS

AND WHEREAS, Based on the representations of ABC and their specialised knowledge/resources, the ABC shall act as an inspection agency and for SMART accreditation and affiliation process

NOW THIS AGREEMENT WITNESSESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

I. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the subject matter or context otherwise requires, the following terms shall have the following meanings:

- (a) “**Agreement**” means this Agreement and each of the Annexures, schedules and other attachments that may be agreed by the parties in writing.
- (b) “**Approval**” means and includes any permit, licence, consent, certificate, authorisation, decision, direction, determination, instruction or approval obtained or required to be obtained from a Relevant/Competent Government / Quasi-Government Authority in relation to the Services and / or performance of the Project.
- (c) “**Fee**” means the price as provided in Annexure B to the Agreement;
- (d) “**Day**” means any day other than a holiday or week end as per the holiday list followed by NSDC.
- (e) “**Services**” means the services, duties, responsibilities and obligations to be as more clearly described, provided and set out in Annexure A to this Agreement.
- (f) “**Materials**” shall mean work product and other materials, including without limitation, reports, documents, templates, studies, methodologies, processes, techniques, solution construction aids, analytical frameworks, algorithms, know-how, processes, products, documentation, abstracts and summaries thereof;
- (g) “**Deliverables**” shall mean Materials that are originated and / or prepared for NSDC by ABC (either independently or jointly with NSDC or third parties) and delivered / to be delivered to NSDC during the course of ABC’s performance under this Agreement. Deliverables shall be comprised of Custom Components and/or ABC’s Material;
- (h) “**Custom Components**” shall mean Materials that are originally developed by ABC during the course of the Services and supplied / to be supplied as, or as part of, a Deliverable.

1.2 Interpretation

Unless the context otherwise requires in this Agreement:

- 1.2.1 words importing persons or parties shall include individuals, proprietorship, firms and corporations or any organisations having legal capacity;
- 1.2.2 words importing the singular include the plural and vice versa where the context so requires;
- 1.2.3 reference to any applicable law shall include such applicable laws of

- India and other territories where Services are performed or delivered as from time to time enacted, amended, supplemented or re-enacted;
- 1.2.4 reference to any gender includes a reference to all other genders;
 - 1.2.5 reference to the words “include” or “including” shall be construed without limitation;
 - 1.2.6 the headings and titles in this Agreement are indicative only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction hereof.

II. SCOPE OF SERVICES

2.1 Services

- 2.1.1 ABC will undertake the services as stated in **Annexure A**, in accordance with this Agreement. ABC in consideration for the payment as stated in **Annexure B** and penal clauses and Service Level Agreement (SLA) stated in **Annexure C**.
- 2.1.2 Further, for avoidance of doubt, ABC and all its employees, inspection agency appointed by ABC, sub-contractor or any associated persons as the case may be, shall never be deemed to be employee(s), sub-contractor(s), agent(s), partner(s) etc. of NSDC for any purpose whatsoever.

2.2 Cost and Time

- 2.2.1 ABC acknowledges and agrees that NSDC shall not be liable to pay any amount over and above the rates/ fee as stated in Annexure B and as per the other terms of this Agreement.
- 2.2.2 ABC must use all reasonable endeavours to comply with NSDC's requirements for the Services to be progressed in a timely manner, and as per SLA as defined in Annexure.

2.3 Variation in Services

- 2.3.1 Subject to Clause 2.2 above, NSDC may at any time and from time to time change the form, quality or quantities of the Services and ABC shall perform the Services in respect of such variation as agreed between the Parties.
- 2.3.2 A variation will not entitle ABC to any further or additional payments over and above the fee referred to in **Clause II**, unless the variation results in additional services significantly over and above those set out in Annexure A and NSDC agrees to pay the additional amount for the same.
- 2.3.3 ABC shall only provide the varied services if mutually agreed between the Parties (with or without additional fees).

2.4 Sub-Contracting

- 2.4.1 The ABC shall not sub-contract without the prior written approval of NSDC. However, at all times, ABC shall also remain completely responsible for ensuring the satisfactory performance of all subcontracted services.
- 2.4.2 Notwithstanding any such appointment of sub-contractor, ABC shall remain completely liable and retain overall responsibility and liability towards performance of obligations under this Agreement and shall at all times be liable and responsible for all acts and omissions of its sub-contractor(s).

III. ABC 'S RESPONSIBILITIES

- 3.1 ABC shall execute and complete the Services with due care and diligence, and in such manner as may be required and specified under this Agreement.
- 3.2 ABC confirms that it has entered into this Agreement on the basis of a proper examination of the data and information provided by NSDC. ABC acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the obligations in relation to the Services contemplated herein.
- 3.3 ABC shall acquire in its name all applicable Approvals required for the performance of its obligations under this Agreement and comply with terms and conditions thereof while execution of its obligations.
- 3.4 ABC unequivocally undertakes to comply with all applicable laws in force. ABC shall indemnify and hold harmless NSDC from and against any and all liabilities, damages, claims, fines, penalties, expenses etc. of whatever nature arising or resulting from the violation of such applicable laws by ABC or its personnel, including the sub-contractor(s) and their personnel.
- 3.5 The ABC shall:
 - a. diligently carry out the Services in an ethical manner and in good faith;
 - b. comply with the NSDC's requirements relating to the Services;
 - c. not do anything during its dealings with any third party in relation to this Agreement, which may adversely affect or injure the goodwill of NSDC and/or bring NSDC disrepute;
 - d. adhere to specific delivery timelines of NSDC and ensure that its performance meet the specifications/ requirements as specified in the agreed scope of work.
- 3.6 ABC agrees that it shall be solely liable to NSDC for any loss that NSDC may suffer as a result of any act or omission, breach of this Agreement, theft, fraud, breach of confidentiality or other criminal act of ABC or any of its employees, workers, sub-contractor(s) or personnel whatsoever. Further, ABC shall be responsible for all compliances related to its employees, sub-contractor(s) and their employees.

- 3.7 ABC shall execute all such separate mutually agreed agreements such as the confidentiality and non-disclosure contract etc. which may be required by NSDC.

IV. NSDC'S RESPONSIBILITIES

- 4.1 NSDC shall provide all inputs and requisite data in its possession on time without unreasonable delay as requested by ABC and related to providing of the Services. NSDC will ensure proper handholding and capacity building of ABC, its employees, agencies or thereof to independently carry out the aforementioned services.
- 4.2 NSDC shall provide reasonable timelines for ABC to comply with and deliver requirements of NSDC.
- 4.3 NSDC unequivocally undertakes to comply with all applicable laws in force. NSDC shall indemnify and hold harmless ABC from and against any and all liabilities, damages, claims, fines, penalties, expenses, legal costs, etc. of whatever nature arising or resulting from the violation of such applicable laws by the NSDC or its personnel, including the sub-contractor(s) and their personnel. NSDC shall indemnify and hold harmless ABC from and against any and all liabilities, damages, claims, fines, penalties, expenses, legal costs, etc. of whatever nature arising or resulting from any claim by any stakeholder in relation to any guideline or Standard set by NSDC for managing Skills Ecosystem.

V. ABC'S REPRESENTATION AND WARRANTIES

- 5.1 The ABC represents and warrants that:
- (i) It has been incorporated as per applicable law, and is validly existing under those laws, and has the power and authority to carry on its business in India, and provide the Services under this Agreement;
 - (ii) It has the power to enter into this Agreement and comply with its obligations under the Agreement;
 - (iii) It has full capacity and all Approvals, necessary permissions, consents and licences to enter into and to perform its obligations under this Agreement to provide the Services;
 - (iv) The execution of this Agreement by ABC does not contravene the provisions of any applicable law or regulation or agreement or document to which it may be or may have been a party;
 - (v) ABC or any of its official, partner, employee or sub-contractor involved in the provision of services under this Agreement, have not been convicted of or pleaded guilty to a criminal offence, including one involving fraud, corruption, or moral turpitude, or is subject to any government/ legal investigation for such offences.
 - (vi) This Agreement is being executed by a duly authorised representative of ABC.
 - (vii) ABC shall comply with all applicable laws and regulations governing the rendering of Services and shall maintain and keep up-to-date any registration with regulatory bodies and authorities required to render the Services under this Agreement and provide proof of such approvals and registrations to NSDC as and when required by NSDC.
 - (viii) ABC warrants that its Services will be performed in a good and diligent manner. ABC agrees to re-perform any Services not in compliance with this warranty

brought to its attention by NSDC. Additionally, ABC warrants that its Deliverables shall conform to their relevant specifications. ABC agrees to correct any such Deliverables not in compliance with this warranty brought to its attention by NSDC. In case of any major dispute, the same shall be resolved mutually.

VI. PAYMENT FOR SERVICES AND EXPENSES

- 6.1 Subject to the terms hereof, ABC shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates as stated in Annexure B, which shall, except as otherwise provided for in this Agreement, cover all its obligations under this Agreement.
- 6.2 The payment for the Services shall be made by NSDC within one month from the date of receipt of a valid and correct Invoice raised in accordance with Annexure B.
- 6.3 The Fee excludes all taxes applicable on the Services in connection with this Agreement.
- 6.4 The Fee shall be as per the rates specified in Annexure B to this Agreement and subject to confirmation from NSDC Authorized Person regarding the satisfactory completion of Services.
- 6.5 The ABC shall send an invoice to NSDC for payment of its Fee in accordance with Annexure B. Such invoice shall be accompanied by all relevant supporting documents substantiating/ demonstrating allocation of work by NSDC to ABC and completion of the Services by ABC
- 6.6 Any payment made by the NSDC herein shall not be deemed to constitute acceptance by NSDC of the Services or any part(s) thereof. All invoice payments shall be subject to certification by NSDC's authorised representative. In the event that NSDC disputes any invoice raised by the ABC NSDC shall pay the undisputed portion thereof as per the terms of this Agreement and shall notify the ABC of the dispute / reasons for non-payment for the disputed portion of the invoice. Any disputed invoice shall only be paid after resolution of the dispute. In case of any major dispute, the same shall be resolved mutually.
- 6.7 ABC shall provide NSDC the information and documents as required by NSDC for the purpose of any audit or as required by any Government, Judicial, Quasi-Judicial or other regulatory authority.

VII. NSDC'S REPRESENTATION AND WARRANTIES

- 7.1 NSDC represents and warrants that:
 - (i) It has been incorporated as per applicable law, and is validly existing under those laws, and has the power and authority to carry on its business in India, and provide the Services under this Agreement;
 - (ii) It has the power to enter into this Agreement and comply with its obligations under the Agreement;

- (iii) It has full capacity and all Approvals, necessary permissions, consents and licences to enter into and to perform its obligations under this Agreement;
- (iv) The execution of this Agreement by NSDC does not contravene the provisions of any applicable law or regulation or agreement or document to which it may be or may have been a party;
- (v) NSDC shall not, in rendering of its obligations under the this Agreement utilise any development, innovation, improvement or trade secret in which it does not have a proprietary interest, or other necessary rights for such utilisation.
- (vi) Upon execution of this Agreement by NSDC, this Agreement shall be legally binding on NSDC and shall be legally enforceable against it.
- (vii) NSDC or any of its official, partner, employee or sub-contractor involved under this Agreement, have not been convicted of or pleaded guilty to a criminal offence, including one involving fraud, corruption, or moral turpitude, or is subject to any government/ legal investigation for such offences.
- (viii) This Agreement is being executed by a duly authorised representative of the NSDC.

VIII. INTELLECTUAL PROPERTY

- 8.1 ABC agrees not to use or misuse or register as the owner, licensee, or cause to be registered, nor assist any other person or entity in misusing or in registering as the owner or causing to be registered, in any part of the world, any trademark, trade name, service mark, copyrights, insignias, symbols, know-how, trade dress, slogans and logos, photographs and images currently used and to be used in the future (including emblems, services and rights in the distinctive design and signs, or combinations thereof) and all similar proprietary rights belonging to NSDC or associated with NSDC's work / Services ("**Intellectual Property**").
- 8.2 ABC understands that the data and information are collected and compiled for NSDC in order to meet its business requirements. The information collected for this assignment as well as provided by ABC to NSDC are the sole and absolute property of NSDC. ABC understands and appreciates that the formats prepared, and the data submitted by ABC to NSDC therefore constitute trade secrets. ABC therefore understands and acknowledges that the property including formats, data and information collected by its personnel in terms hereof are the sole and absolute property of NSDC.
- 8.3 ABC hereby agrees and undertakes that it has no interest whatsoever in the information collected by it and the formats created and shall not use the same for any purposes whatsoever other than as set out in this Agreement
- 8.4 ABC hereby represents and warrants that none of its activity, software, documentation etc. used under this Agreement and / or provided to NSDC does or will infringe any Intellectual Property Rights held by any third party.
- 8.5 ABC, subject to Clause 8.6 below and to any restrictions applicable to any third-party materials embodied in the Deliverables, hereby grants to NSDC a perpetual and exclusive rights to use, copy and prepare derivative works of the Deliverables, for

purposes of publication and / or NSDC's internal business (which includes any business associated with any Ministry of India) only. All other intellectual property rights in the Deliverables shall remain with and/or are assigned to NSDC.

- 8.6 ABC shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques (which does not contain any information, data, input etc. of the Project or any reference of this) that are acquired or used in the course of providing the Services.
- 8.7 NSDC agrees not to use or misuse or register as the owner, licensee, or cause to be registered, nor assist any other person or entity in misusing or in registering as the owner or causing to be registered, in any part of the world, any trademark, trade name, service mark, copyrights, insignias, symbols, know-how, trade dress, slogans and logos, photographs and images currently used and to be used in the future (including emblems, services and rights in the distinctive design and signs, or combinations thereof) and all similar proprietary rights belonging to ABC.
- 8.8 NSDC hereby represents and warrants that none of its activity, software, documentation etc. used under this Agreement and / or provided to ABC does or will infringe any Intellectual Property Rights held by any third party.
- 8.9 This Clause shall survive the termination or expiry of this Agreement.

IX. CONFIDENTIALITY

- 9.1 During the course of performance of the Services under this Agreement, any of the Party may have access to information which could be confidential and proprietary information of other Party as well as of its associates, affiliates, partners or its clients, including but not limited to business plans, financial information, mechanisms, business related functions, activities and services, computer lists, knowledge of customer needs and preferences, trade secrets, business strategies, marketing strategies, methods of operation, tax records, markets, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, other valuable information, personally identifiable information, confidential information and trade related information relating to the activities of other party or its associates and partners (collectively the "**Confidential Information**"). Any Confidential Information shall be considered confidential regardless of whether or not it is expressly marked as being confidential or proprietary and regardless of the form in which such information is communicated to the other Party, whether it be oral, in writing or by any other form or mode of communication (including, but not limited to electronic or magnetic recordings and e-mail communications).
- 9.2 Both Parties agrees and undertakes not to disclose or disseminate (or cause to be disclosed or disseminated), whether directly or indirectly, Confidential Information to any third party, without the express prior written authorization of the other Party. Without prejudice to the generality of the foregoing, it is understood that Confidential Information may be disclosed by the ABC or NSDC only for the purpose of complying with its contractual obligations under this Agreement. In any event, both the Parties

shall ensure that any person to whom Confidential Information is communicated, must abide by the terms of this Clause 9 as if they were themselves a party to it.

- 9.3 Notwithstanding the foregoing, either Party may disclose Confidential Information, while safeguarding to the greatest extent possible the confidential nature of the Confidential Information, to its legal advisors, tax consultants and accountants or other member firms or its information technology vendors for the purpose of performance of its obligations under this Agreement only and not for any other purpose or for carrying out internal, support, administrative, support, financial purposes, risk management or other quality checks .
- 9.4 Both Parties undertakes not to use (and to take reasonable efforts to cause any person to whom it has communicated Confidential Information not to use) Confidential Information, except in accordance with this Agreement. More generally, nothing in this Agreement related to the disclosure of Confidential Information shall be interpreted as a licence, implicit or explicit, to use the Confidential Information in any manner other than as contemplated herein or, more generally, for the purpose for which it was disclosed.
- 9.5 Both Parties shall, in particular, take all reasonable measures, which are appropriate to safeguard the Confidential Information. Both Parties shall immediately inform each other in writing of any unauthorized use or disclosure of Confidential Information of which it may become aware and shall assist in ending such unauthorized use or disclosure.
- 9.6 All Confidential Information (including, but not limited to, documents, drawings, sketches and electronic or magnetic recordings and e-mail communications) on which Confidential Information appears or is recorded shall remain the respective Party's ("Disclosing Party") property. Accordingly, except for the purpose of sharing Confidential Information with persons to whom disclosure is permitted, the Parties unequivocally undertakes not to make any copies of Disclosing Party's Confidential Information without the Disclosing Party's prior written consent and it shall immediately, at Disclosing Party's first request (i) return to Disclosing Party or destroy all copies of such Confidential Information it may be holding; and (ii) confirm in writing to Disclosing Party that any such media containing Confidential Information in any form has been returned to Disclosing Party or completely destroyed so that the Confidential Information is no longer readily recoverable. Provided however, that either Party, receiving such Confidential Information, may retain such copies of such Confidential Information that may be required by it for its legal and regulatory purposes.
- 9.7 At NSDC's request, ABC shall provide NSDC with a detailed list of any person(s) to whom Confidential Information has been disclosed/ communicated by it.
- 9.8 It is understood that Confidential Information shall not include any information which:
- (i) has entered the public domain prior to its disclosure or subsequently, provided in the latter case that such entry was not due to the ABC action or inaction, or due to the action or inaction of any third party to whom it may have communicated Confidential Information;

- (ii) was received from a third party in a lawful and unrestricted manner without violation of the terms hereof or of the terms of a similar agreement; and
- (iii) was known to the ABC at the time of its disclosure, the burden of proof in such case being placed on the ABC.

9.9 In the event the ABC is required, under any law or by a court order, to disclose any Confidential Information, it may make only such disclosure while safeguarding to the greatest extent possible the confidential nature of the Confidential Information that would satisfy the requirement of such law or such court order, as the case may be, and nothing more. It is further agreed that before making any such disclosure, ABC shall consult NSDC to the extent legally permissible and reasonably practicable in the circumstances.

9.10 The Parties recognize that the protection of Confidential Information is essential and that any unauthorized disclosure of Confidential Information is likely to cause Disclosing Party significant harm and prejudice. Accordingly, without prejudice to any other recourse available to Disclosing Party (including injunctive or interlocutory relief), the Parties acknowledge, agree and undertake that in the event of a breach of any terms of this Clause 9 or any third party to whom such Confidential Information has been disclosed, the defaulting Party shall hold Disclosing Party harmless and fully indemnified which Disclosing Party may have suffered as a result of such disclosure.

9.11 The provisions of this Clause shall survive the expiry or termination of this Agreement.

X. INDEMNITY

10.1 Without limiting any other rights which NSDC may have under any law, notwithstanding anything contained in this Agreement ABC shall indemnify, defend, hold harmless and keep indemnified NSDC, its associates, partners or its directors or its employees from and against any claim or loss including, fines, penalties, fees, damage, costs (including legal fees and expenses) liability (whether criminal or civil) suffered and/or incurred by NSDC, its affiliates or its directors or its employees arising from or in connection with the non-performance of or deficiency in Services by ABC under this Agreement or due to any breach of the terms and condition of this Agreement including any covenants, obligations and representations and warranties of ABC, or with any applicable laws and regulations governing the performance of the Services or any fraud or negligence by ABC or any of its employees, agents, sub-contractors etc. under this Agreement. The provisions of this Clause shall survive for a period as per the provisions of applicable law or five years (whichever is later) after the termination or expiry of this Agreement.

XI. RELATIONSHIP

11.1 Nothing contained herein shall be construed as creating a partnership or a joint venture or a principal - agent or an employer-employee relationship between the Parties. ABC shall always remain an independent entity during the term of this Agreement and shall always solely remain liable to NSDC for its acts and omissions

during the course of providing the Services under this Agreement. ABC is an independent Inspection Agency and nothing in this Agreement should be construed as constituting an employment relationship between the ABC and NSDC. ABC unequivocally, unambiguously, irrevocably and explicitly acknowledges that this Agreement is not subject to any employment law(s) or related statute(s). This Clause shall survive the termination or expiry of this Agreement.

- 11.2 ABC acknowledges and accepts that this is a non-exclusive agreement and NSDC reserves the right to carry out or cause to be carried out the Services at any time and at its sole discretion using any other source / other empanelled inspection agency(ies) without stating any reasons thereof.

XII. TERM & TERMINATION

- 12.1 The term of this Agreement shall commence from [] and expire on [] unless terminated earlier in accordance with the terms of this Agreement.
- 12.2 In case ABC fails to provide the Services under this Agreement at any point of time, then NSDC shall have the right to terminate this Agreement forthwith without having any obligation to make any further payments to ABC under this Agreement subject to Clause 12. 8.
- 12.3 NSDC shall also have the right to terminate this Agreement forthwith any time during the term of this Agreement, if NSDC, after following due process for taking into consideration the submission of ABC to that regard is of the view that ABC has underperformed in providing the Services under this Agreement or has committed a breach of any of the terms and conditions, the covenants, representations and warranties or obligations stipulated in this Agreement including but not limited to breach of its obligations under Clause 8 (Intellectual Property), Clause 9 (Confidentiality), of this Agreement. ABC would be required to provide a handover to NSDC as per the terms specified in the Exit Management and Knowledge Transfer Clause after NSDC has paid all pending dues to ABC.
- 12.4 Either Party shall have the right to terminate this Agreement without assigning any reason by giving 30 days' prior written notice to the other Party in writing.
- 12.5 Upon termination or expiry of this Agreement, all Intellectual Property, Confidential Information, equipment, supplies and reference materials belonging to NSDC including the office files, paper work, procedure manuals, literature, records prepared in the course of the present Agreement or any confidential information either in written or digital form belonging to NSDC or relating to its business, means and modes for access or usage of NSDC's website and financial information provided by NSDC to the ABC shall be immediately returned by ABC to NSDC, provided however, that ABC may retain copies of its working papers/deliverables for its internal records and for its legal and regulatory requirements.

- 12.6 Upon termination or expiry of this Agreement, the Parties agree to comply with all other obligations required to be complied with by them post expiry or termination of this Agreement as provided in this Agreement.
- 12.7 This Agreement may also be terminated prior to the completion of its term by the mutual agreement of both the Parties.
- 12.8 Upon termination under this Clause 12, NSDC shall pay ABC for all Services rendered validly and in accordance with the terms of this Agreement, including a pro rata portion for Deliverables in progress prior to the date of termination in accordance with Annexure B.
- 12.9 All provisions of this Agreement which either expressly or are by their nature intended to survive the expiration or termination of this Agreement shall survive such expiration or termination.

XIII NO BENEFITS

- 13.1 Since ABC is being appointed by NSDC to perform the Services under this Agreement as an independent Inspection Agency and not as an employee of NSDC, no benefits as applicable to the employees of NSDC under the policies of NSDC or applicable labour laws or applicable shops and establishment act or any other applicable employment related law(s) shall be available to ABC or to its employees, and ABC hereby agrees and undertakes not to claim such employment benefits from NSDC. Owing to the nature of the engagement, ABC unequivocally and unambiguously agrees, acknowledges and undertakes that it shall have no claim for employment related benefits against NSDC for vacation, vacation pay, sick leave, retirement benefits, workmen's compensation, health and disability benefits or employee benefits of any kind.

XIV ASSIGNMENT AND TRANSFER

- 14.1 ABC shall not, without the express prior written consent of NSDC, assign to any third party, the Agreement or any part thereof, or any right, benefit, obligation or interest therein or thereunder.
- 14.2 NSDC shall be entitled to assign the Agreement or any part thereof, or any right, benefit or interest therein or there under, to any third party with the prior written consent of the ABC. Upon such assignment, ABC shall fulfill and perform all its obligations to such assignee, in accordance with the terms and conditions of this Agreement, as if such assignee were NSDC herein and shall execute all documents required in this behalf by NSDC

XV FORCE MAJEURE

- 15.1 Neither party will be liable for any loss or damage resulting from delay or failure to perform any of its contractual obligations within the time specified as a result of causes

beyond its control (“Force Majeure”). Force Majeure may include, by way of example but not limitation, those circumstances beyond the control of the affected party such as acts of God, the public enemy, acts of government, or any department or agency thereof, as well as fire, flood, earthquakes, epidemics, quarantines, riots, wars, civil insurrections, freight embargoes, labour disputes, localized conflicts, accidents, and unusually severe weather.

- 15.2 In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure provided the affected party informs the other party about such Force Majeure event immediately but not later than 7 days of its occurrence, and the date of performance of the work will be extended for a period of time equal to the impact of the delay on the schedule. When a Force Majeure occurs, the affected party shall notify the other party in writing of the existence of the Force Majeure (the “**Force Majeure Notice**”), and both parties will attempt to mitigate the effect of the Force Majeure as much as possible. If such Force Majeure shall continue for more than 30 (thirty) days from the date of the Force Majeure Notice, both parties shall have the right, upon written notice to the other party, to terminate this Agreement.
- 15.3 The above is without prejudice to the rights already accrued to the parties as a result of their performance or failure to perform, either in whole or in part pursuant to their obligations under the Agreement, prior to the occurrence of events of Force Majeure.
- 15.4 NSDC shall not have any obligation to make any further payments to the ABC under this Agreement in the event of a Force Majeure except for Services already rendered under this Agreement.

XVI EVENTS OF DEFAULT

- 16.1 If one or more of the events specified in this Article (Events of Default) shall have happened, then NSDC may by a written notice to ABC, declare that default:
- (i) If ABC fails, defaults, omits or neglects to observe or perform or commits or allows to be committed a breach of any of the terms, conditions, provisions or stipulations of this Agreement;
 - (ii) Any information given by ABC is incorrect or misleading, or a representation, warranty, undertaking or statement made hereunder is incorrect or misleading in any respect;
 - (iii) If ABC fails to deliver the Services as per the terms of Annexure A of this Agreement.
- 16.2 On the happening of any of the Events of Default, NSDC shall give a written notice to ABC to rectify the default within a period of 7 (seven) working days. In case the default is not rectified within a period of 7 (seven) days then NSDC shall have the right, by a notice in writing to ABC, without prejudice to the rights and claims under this Agreement to immediately terminate this Agreement. NSDC shall have inter alia, the right to exercise and enforce all rights and remedies available against ABC under this Agreement. This clause 16 is subject to and shall not affect NSDC’s rights under clause 12 of this Agreement;

- 16.3 If any Event of Default has occurred or is continuing, NSDC may, by notice in writing to the ABC terminate or suspend the Agreement and/or take such necessary action as it may deem fit.
- 16.4 In case NSDC invokes this clause, it shall still be liable to pay ABC for Services rendered under the Agreement till the date of Termination of this Agreement.

XVII PUBLICITY

- 17.1 ABC shall not, during or after the expiry / termination of this Agreement, print or distribute cards, flyers, brochures and any printed, promotional or publicity material items (including in any proposal or representation made to its client or prospective client) publicly or privately bearing the name of NSDC or any of its associate entities (including any Ministry of India) without the prior written consent of NSDC for the purpose of publicity.

XVIII COMPLIANCE WITH APPLICABLE LAWS

- 18.1 ABC shall at all times during his performance of the Services under this Agreement comply with all the applicable laws and shall be solely liable for any non-compliance with such applicable laws and shall at all times indemnify and hold NSDC, its employees, directors harmless and indemnified against any liabilities arising out of any non-compliance of the applicable laws by ABC.

XIX LEGAL EXPENSES

- 19.1 In the event that any transaction in which ABC is involved and which results in dispute, litigation or legal expense involving NSDC, ABC shall co-operate fully with NSDC.
- 19.2 It is NSDC's policy to avoid litigation wherever possible and NSDC reserves the right to determine whether or not any litigation actions should be taken, defended, compromised or settled and the terms and conditions of any compromise or settlement.

XX NOTICES

- 20.1 Any notice to be served by NSDC to the ABC or vice-versa under this Agreement shall be deemed to be properly served on the same day if delivered personally; or in 3 (three) days from the date of posting if delivered under Registered Post with Acknowledgement Due; or on the same day if delivered by facsimile to ABC or NSDC, as the case may be, at their respective addresses mentioned below:

To NSDC:

National Skill Development Corporation

Attention: The MD & CEO

Address: 3rd Floor, West Wing, Worldmark 1, Aerocity, New Delhi-110037

To ABC:

Attention: []

Address:

XXI COMPLIANCE WITH ANTI-CORRUPTION LAWS

- 21.1 The ABC represents and warrants that it is familiar with the anti-corruption laws in India including but not limited to the Prevention of Corruption Act, 1988 (“PCA”), Indian Penal Code, 1860 (“IPC”) and any other anti-corruption laws and their respective purposes, including its prohibition against bribery, corrupt payment, offer, promise, or authorization of any payment or transfer of anything of value, directly or indirectly, to any government official or employee (including employees of government-owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office.
- 21.2 The ABC irrevocably, unequivocally and explicitly undertakes, assures and agrees to:
- (i) observe the highest standards of ethics during rendering of the Services and undertakes to take all measures necessary to prevent “corrupt practices” at all times during the discharge of its obligations under this Agreement; “corrupt practices” shall mean and include, but not be limited to, offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the rendering of the Services, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any governmental official, etc;
 - (ii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from NSDC to a public official or any person in violation of any applicable laws relating to anti-corruption or anti-bribery;
 - (iii) comply with all the applicable laws of India relating to anti-corruption or anti-bribery, including but not limited to PCA and IPC.
- 21.3 It is explicitly agreed, acknowledged and undertaken by the ABC that it is an independent ABC fully and solely responsible for its own actions and is not, and shall not hold itself out as, an employee, agent, partner or joint venture party of or with, or attorney of NSDC. ABC undertakes that it shall not make or sign or purport to make or sign any contracts or other instruments in the name of NSDC, make any commitment for the account of, assume or create express or implied obligations of any kind on behalf of, or in any respect bind NSDC. In no event shall NSDC be held liable or accountable for any obligations incurred by the ABC due to a breach of this clause 21.3 by the ABC.
- 21.4 ABC undertakes and agrees, at all times, to comply with all legal, fiscal and commercial obligations, which are required of the ABC in its capacity as an independent ABC.
- 21.5 ABC shall indemnify and hold harmless NSDC for the amount of any actual loss which may be suffered by NSDC and any penalty imposed on NSDC by the competent authorities as a result of ABC’s breach of the anti-corruption laws under clause 21 hereof.

21.6 ABC explicitly and irrevocably agrees that NSDC shall have the absolute right to immediately terminate this Agreement without incurring any liability, on ABC's breach of any provision of this clause 21. NSDC shall pay ABC all Fees due till the time of termination of this Agreement if this clause is invoked.

XXII SETTLEMENT OF DISPUTES

22.1 In case of any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this Agreement or its termination, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof, an attempt shall be made by the Parties to resolve it amicably by mutual discussion, negotiation, mediation, conciliation, or arbitration, as the Parties may deem fit failing which the provisions of clause 23.2 shall apply;

22.2 During the pendency of any dispute resolution exercise whether by negotiations or otherwise, the Parties shall be bound by the terms of this Agreement and shall continue to perform their respective obligations not under dispute under this Agreement.

XXIII GOVERNING LAW AND JURISDICTION

23.1 This Agreement shall be governed by and construed in accordance with the laws of India.

23.2 The Courts at New Delhi will have the exclusive jurisdiction to entertain and try any dispute hereunder.

XXIV ENTIRE AGREEMENT

24.1 This Agreement constitutes the entire agreement between NSDC and the ABC and revokes and supersedes all previous agreements with regard to Inspection between NSDC and the ABC, if any, concerning the matters covered herein whether written, oral or implied.

XXV WAIVER

25.1 The failure of either NSDC or ABC to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of NSDC and ABC hereto. NSDC and ABC acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by each of NSDC and ABC, as the case may be, hereto.

XXVI SEVERABILITY

ANNEXURE A

The ABC will perform on the lines of the below mentioned list of process deliverables through its dedicated and competent team consisting of such numbers of key personnel as required by NSDC to complete the Project:

Process deliverables	Details
I	SSDM to act as IA for SMART onboarded TCs to enable centre Accreditation & affiliation

A.1 On Site Centre Inspection (Physical Inspection is Mandatory):

1. Post a Training Centre (TC) gets deemed ready and receives Letter of registration through SMART, the eligible TC will apply for Inspection for respective Job Role(s). Such Centres will be visible on ABC dashboard on SMART Portal
2. ABC to further allocate the inspection date, Field Inspector, and Quality Check (QC) Inspector to such Centres
3. Post acceptance of Inspection date by TC, ABC to visit the Centre on the agreed date and conduct the inspection.
4. Conduct inspection as per the Accreditation Standards Grading Metrics / CAAF for the job roles applied by the Training Centre on SMART
5. Validate and check the CAAF information with the actual Training Centre infrastructure and other relevant details.
6. Upload the geo-tagged and time stamped Training Centre pictures using the mobile application technology (approved by NSDC).
7. In parallel when the inspection is being conducted, a QC and final status as well as report to be submitted on the SMART Dashboard. This is conducted online through QC dashboard.
8. The final status and Inspection report will get visible to respective TC and NSDC on their dashboards

A.2 Indicative parameters to be checked during Centre Validation Process:

Inspector should be well equipped and trained with respect to various job role related parameters to be inspected in a Training Centre such as Equipment availability and working , calculating the square feet area of the Training Centre, analysing the capacity of the Training Centre, checking the lab/classroom size etc. ABC will carry out following tasks but not limited to:

1. Coordinate training by NSDC to its inspectors/ Quality Assurance (QA) team covering various aspects of the Training Centre, Equipment and systems, Training documentation, significance of various parameters, etc.
2. Provide the details to NSDC regarding the Field Inspectors and QC Inspectors mapped to respective Sectors / States.
3. Verification of mandatory/ optional requirements at the Centre as per the Accreditation Standards Grading Metrics set by NSDC

4. Interact with the trainers of the Training Centres and assess their competency as per the specification provided by the SSCs.
5. Interact with the Centre staff and assess their competency as per the job profile.
6. Check the authenticity of the documents/ data during the on-site inspection process.
7. Check the Residential (Hostel facilities) where hostel facilities are also being offered to the students

Video graph the Centre covering all aspects of Centre visit. ABC to maintain a copy in its custody for records for a period of 1 year from the date of Centre visit and share with NSDC as and when required. Also, take consent from NSDC before deletion of the expired Video files.

A.3 Submitting the Inspection Report to stakeholders and Review by SSC

1. Submit the Centre Inspection Report with recommendations of accreditation status of the Centre to the stakeholders as decided by NSDC. The Inspection Report should be error free, of high quality standards, and duly vetted by the ABC's QC Inspector. This report will contain the Accreditation status, score/grade of the Training Centre.
2. Justify the recommendation provided in the report for the Training Centre.
3. Notify the Training Centres on the Centre's accreditation recommendation status
4. The Inspection report as submitted by the ABC shall be used by the SSCs for the grant of accreditation and affiliation to the Centre. Therefore, it is critical to note that the Inspection Report has to be of high quality and standards.
5. ABC must respond to SSCs queries (if any)

A.4 Review by the State Level Appellate Committee & Accreditation Committee:

1. As per the Guidelines, in case TC is not satisfied with the Inspection, TC will raise a query in form of remarks corresponding to ABC on SMART Portal. ABC to respond to the query and share satisfactory response.
2. In case TC is still aggrieved, it may apply for appeal with applicable conditions through SMART Portal.
3. The State Level Appellate Committee will review these cases and appropriately decide on the outcome.
4. In case TC is not satisfied with the response of State Level Appellate Committee or is aggrieved with SSC decision, it can appeal to the Accreditation Committee with applicable conditions.
5. Depending upon the committee's decision and severity of the case, ABC may perform re – visits or carry out recollection of information from the Centre to enable successful accreditation.
6. NSDC may direct another empanelled Inspecting Agency (as a monitoring inspection agency) to conduct the on-site inspection at the concerned Training Centre for resolving such cases (if any).

A.5 Conditional Accreditation:

Notify NSDC and also verify if the Training Centre has complied with the necessary parameters within the prescribed time frame as per which the Training Centre was accorded Conditional Accreditation as per the parameters laid down in Skill Ecosystem Guidelines

B. Surprise visits:

ABC will carry out the following roles and responsibilities but not limited to:

1. Surprise visit to Training Centres as and when requested by NSDC. NSDC shall provide ABC at least five calendar days to plan such inspections.
2. Develop the Surprise Visit Form which should cover the parameters of Accreditation Standards Grading Metrics and any other requirements of NSDC.
3. Submit Surprise Visit report within the timelines as provided in Table 1 from the date of the Centre Visit to NSDC.
4. Respond to clarification asked by NSDC on the observations found on Surprise Visit Report.

At any point in time NSDC may request ABC to provide all the relevant documents for audit purpose or for any other matter. It is the responsibility of ABC to maintain and store all the documents/proofs related to Center Validation Process and Continuous Monitoring. ABC shall provide all the relevant documents/data to NSDC within 2 calendar days of the request.

Table 1: Process deliverables Timelines

Process	Process Owner	Maximum Timelines days : Calendar days including weekends/holidays/	Comments
On-site Inspection of the Training Centre by SSDM and QC marking with release of Inspection report	SSDM	15 days	Post payment of Inspection Fees by Training Centre, the on-site inspection is expected to be completed in 15 days along with the QC marking with release of Inspection Report

Note: ABC may be required to carry out the Centre visits at any point of time, as requested by NSDC, irrespective of the process flow as defined above. The process flow amendments, if any, shall be approved by NSDC as per the business requirement/ exigency, and will be informed to the ABC. ABC and NSDC will mutually discuss to implement the changes as soon as possible.

C. Exit Management & Knowledge Transfer

Exit Management & Knowledge Transfer is an integral part of the Scope of Work of ABC. Exit Management will have to be done even in the transition period shall span a minimum of 45 days

before the contract end date / Actual Exit date. ABC shall ensure during the Exit Management the following:

1. Handover the existing system, application, and Data, Source Code, Manuals etc to NSDC in running condition;
2. Have a minimum 21 Days overlap period of running the operations
3. 21 Days of independent operations of Solution by new Inspection Agency from last date of support of incumbent.

At the end of the Contract Period, ABC will be required to provide necessary handholding and transition support to NSDC designated staff or any other Agency that is selected. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations, handing over all relevant documentation, addressing the queries / clarifications of the new Agency with respect to the working / performance levels, conducting training sessions etc.

ABC shall prepare an Exit Management Plan for Transfer of Operations to NSDC and/or as may be advised by NSDC in the event of Termination or Expiry of the Contract with NSDC, without affecting services to stakeholders adversely. ABC shall get this process approved by NSDC. The Exit Management Plan shall include, but not be limited to, the following:

1. The Exit Management Plan shall be furnished in writing to NSDC or its Nominated Agencies within thirty (30) days from the Effective Date of this Agreement. Exit Management Plan shall be updated & presented to NSDC and shall be approved by NSDC or its Nominated Agencies.
2. Detailed Program of the Transfer Process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the Transfer Process or until the cessation of the services and of the Management Structure to be used during the transfer;
3. Plans for communication with ABC staff and any related third party as are necessary, to avoid any material detrimental impact on NSDC's project operations as a result of undertaking the transfer;
4. Plans for provision of contingent support to NSDC and Replacement Agency for a reasonable period.
5. ABC shall draft the Exit Management Plan periodically thereafter to ensure that it is kept relevant and up to date.
6. During the Exit Management Period, ABC shall use its best efforts to deliver the services.

Upon completion of contract period or upon termination of the agreement for any reasons, the ABC shall comply with the following:

1. Notify NSDC forthwith the particulars of all Project Assets
2. Comply with the requirements set out except in case if Termination of this Agreement is due to event of default, in case of termination due to event of default, ABC shall have implemented the maintenance schedule as well as any repairs pointed out by NSDC prior to date Termination Notice.
3. All assets including data related the project have to be returned in good working condition

Subject to clause of Exit Management in scope of work and this agreement, upon completion of the contract period or upon termination of the Agreement, All the project Assets including the hardware software, documentation and any other infrastructure shall have been renewed and curved out of all defects and deficiencies as necessary so that the project is compliant with Specifications and Standards set forth in the Agreement and any other amendments made during the contract period. The ABC shall deliver relevant records and reports pertaining to the project such as design, engineering, operation and maintenance including training material and manuals.

Annexure B – Fee & Payment Structure

Physical inspection of Training Centres for the CENTRE ACCREDITATION AND AFFILIATION

A. Fee Structure

The service fee for Physical Inspection of each Training Centre is fixed as **INR 5,000/- per Centre**, excluding taxes as may be applicable.

B. Payment Schedule

Invoices may be raised at the end of every month for the count of Physical Inspections completed in the same month.

Annexure C – Penal Clauses & Service Level Agreement

Penal Clauses – Physical inspection of Training Centres for the CENTRE ACCREDITATION AND AFFILIATION

Particulars of Delay & Faults	Penalty to be imposed
On Site Centre Inspection (Physical Inspection is Mandatory):	
Delay for on-site inspection for the 'Deemed Ready' Centres.	ABC's performance will be monitored quarterly with regard to compliance with Process deliverable timelines mentioned above
Delay by ABC to submit the Centre Validation Report with recommendations of Accreditation status to stakeholders	In case of deviation of over 5% from agreed timelines, in the first quarter, a notice/ communication of the same will be sent to ABC If after providing this notice/ communication, there is still a 5% deviation from agreed timelines in the second quarter, NSDC will be entitled to not allocate any further work or assignments OR Centres for inspections to ABC under this Contract.
Review by the Accreditation/ Appellate/ Any other Committee:	
Recommendation as provided by the ABC is found inappropriate or incorrect as decided by the Accreditation Committee.	ABC will not be paid the total amount due for Physical Inspection of the center (If the Committee directs the ABC for physically revisiting the Training Centre, no extra payment shall be made to the ABC for such cases.

Notwithstanding anything contained anywhere in the Agreement, all penal clauses as mentioned in Annexure C will be effective only from the date of signing of this Agreement between the Parties.

Also, in case any if any activity is on hold due specific request by NSDC or pending any clarification from NSDC, ABC shall not be liable to pay any penalty. Also, in case of any change/variation in the accreditation guidelines or the process (including any changes in portal or software), ABC shall be provided mutually agreed time to stabilise the operation and during such period, no penalties can be imposed for any delay.