

# Minutes of the 7<sup>th</sup> NCVET Council Meeting

**Venue: NCVET, Kaushal Bhawan** 

Date: 12 December 2022

Time: 12:00 PM



# File No: 360004/04/2020/NCVET National Council for Vocational Education and Training Ministry of Skill Development and Entrepreneurship Government of India

# Minutes of the 7<sup>th</sup> Meeting of the National Council for Vocational Education and Training Council held on 12<sup>th</sup> December 2022

The 7<sup>th</sup> Council meeting of the National Council for Vocational Education and Training (NCVET) was held on 12<sup>th</sup> December 2022, under the Chairpersonship of Dr. Nirmaljeet Singh Kalsi, Chairperson, NCVET. The list of participants is placed at **Annexure-I**.

The Council Members were apprised that Shri Shailesh Kumar Singh, IAS, has been recently appointed as one of the Council members by ACC. His nomination was sent to the ACC while he was in MSME. He has since been promoted to the rank of Secretary, Ministry of Rural Development. The Council took the decision that matter may be taken up with MSDE for requesting ACC to appoint another officer from MSME on the Council.

The agenda wise discussion held during the meeting and key decisions taken thereafter are summarized as follows:

1. Agenda Item C0701: Confirmation of Minutes of the 6<sup>th</sup> NCVET Council meeting

The Minutes of the 6<sup>th</sup> NCVET Council meeting held on 13.07.2022 were circulated to the Members of the Council. No comments have been received.

The Minutes of the 6<sup>th</sup> Council meeting were confirmed.

- 2. Agenda Item C0702: Action Taken Report on "Decisions taken in the 6<sup>th</sup> NCVET Council Meeting"
  - 2.1 A detailed account of the action taken report on the decisions taken in the 6<sup>th</sup> meeting of the Council was presented before the Council. The Council Members took note of the action taken and approved the same. Action taken on the pending compliances is given below:
    - a. Formulation of Skill University Guidelines: The Council was informed that the draft guidelines on Skill Universities have been formulated by NCVET and shared with MSDE in September 2022. A meeting was also held under the chairmanship of Hon'ble Minister SDE with the Vice Chancellors of the Skill Universities to discuss various issues and challenges being faced by them. Based on the decision taken in this

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meeting MSDE has constituted three (03) Working Groups with specific agendas to work towards the finalization of various nuances related to Skill Universities. It was informed that the reports of the respective Working Groups have been finalized and presented to the Secretary MSDE. Council suggested updating the draft Skill University Guidelines in the light of these reports and sharing the same with MSDE for further necessary action.

b. Adding Employability Skills (ES) as Common NOSs across all Qualifications: The Council was informed that as was advised by the MSDE while introducing employability skills, it was being ensured during the scrutiny of qualifications brought for NSQC approval that addition of ES NOS does not affect the duration of training in domain knowledge & skills. It was also brought to the notice of the Council that the training in overlapping content between the ES NOS and the other NOSs of the qualifications may not be imparted again to the learner. However, the ES NOSs shall be mandatorily assessed. The Council suggested that MSDE issue appropriate directions/quidelines as part of implementation of PMKVY 4.0 and other schemes regarding the above.

The JS, MSDE brought out that in a few NSQF aligned and approved qualifications being considered for implementation in PMKVY 4.0, the learning hours have gone beyond 600 hours due to on-the-job training (OJT) component included in the qualifications. After due deliberations, it was decided that the Ministry may issue suitable instructions in this regard that the learning hours for payment under the said scheme would be considered up to 600 hours and if there is any OJT requirement which goes beyond 600 hours of the total duration, the same may not be paid under PMKVY 4.0.

c. Assigning Codes to NSQF Aligned and Approved Qualifications: The Council was informed that the 18<sup>th</sup> NSQC meeting held on 28<sup>th</sup> April 2022 had approved the phase wise implementation of assigning of New Qualification Codes to the existing NSQF aligned & approved Qualifications. The Phase-I of the assigning of new codes to the NSQF aligned and approved qualifications of the SSCs has been completed. The implementation of Phase-II with non-SSC ABs is under process. The new qualification codes will be visible in the new NQR portal which is under development.

To ensure transparency, clarity and ease of implementation, the old codes will also continue to be visible on the NQR.

d. Revision of the Recognition fees for Awarding Bodies and **Assessment Agencies:** The Council was informed that as mandated by the Council in its last meeting, for ease of understanding, administrative simplification and as per the feedback received from various stakeholders, the recognition fees for ABs and AAs has been revised vide an Office Order (File No. 38004/01/2021/NCVET dated 01/08/2022). Now, a nonrefundable application processing fee of INR. 25,000 at the time of submitting the application and then the recognition fees of INR. 1,00,000

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(INR. 2,00,000 in case of Dual Category) prior to the issue of LoI is applicable.

It was also discussed that the process of renewal of recognition after the 3 years shall be based on the outcome of the cumulative monitoring of the recognized body for last 3 years. No fresh application would be required from the bodies eligible for further extension of recognition and they would only be required to pay the required renewal fee for next years as may be decided by the council from time to time.

It was further brought out that these modifications shall be suitably incorporated in the revised AB and AA Guidelines which are under development at NCVET.

e. Progress on implementation of Indian Languages in Vocational Education and Training: The Council was informed that in line with the National Education Policy 2020, the NSQC has decided and directed all the ABs to translate their existing NSQF aligned and approved qualifications and make them available in the official Indian languages as per 8th schedule of the Indian Constitution, by 31st Dec 2022. The Council was informed that so far 829 NSQF aligned and approved qualifications of various ABs and 150 NSQF aligned and approved DGT qualifications have been translated into Hindi and uploaded. Efforts are being made by the Awarding Bodies to complete the exercise for the remaining qualifications at the earliest. The Council was apprised that in view of the ongoing changes/rationalization in the qualifications w.r.t inclusion of ES NOS, NCrF Standardization, the translation of all the remaining qualifications by Dec 2022 may not be possible and it was proposed to consider grant of extension of time for the same.

The Council took note of the same.

## f. Update on NQR and NCVET website:

- i) NCVET website: The Council was informed that the draft structure of NCVET website is ready and testing has been hosted on the server of the developer. The content for the website is being finalized and the same will be incorporated by the GeM registered vendor. The planned date of completion to go live is January 2023.
- ii) NQR Portal: The Council was informed that after the extensive consultation meetings with various stakeholders the structure of the NQR portal has been finalized based on the inputs and suggestions received from the stakeholders. Also, the required data from NSDC has been received and is being incorporated in the NQR. Data from existing NQR portal is also being incorporated. The planned date of completion to go live is January 2023.

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- g. Status of NCVET Guidelines on NOS and Micro-Credentials: The Council was apprised that the draft NOS and draft Micro-Credentials Guidelines were put up for public consultation. These guidelines have been finalised after incorporating the relevant comments.
  - The final draft of NOS and Micro-Credentials Guidelines were approved by the Council. The Guidelines shall be notified by the NCVET.
- h. Amendments Proposed in AA Guidelines, Operations and AA Agreement: The Council was informed that a comprehensively amended draft of the AA guidelines is being prepared incorporating numerous changes/ amendments that have taken place in the existing guidelines. Once the draft document is finalized, consultations will be held with various stakeholders and after incorporation of appropriate suggestions, the final draft Guidelines shall be put up for public consultation. The draft shall also be shared with all members of the Council for their inputs and subsequent approval/ratification of the Council.
- i. Extension of lease of present premises of HTL Building and the space utilization plan for the new building: The council was apprised that the space utilization plan of permanent premises at New Kaushal Bhawan, Chanakayapuri is being coordinated with MSDE and NBCC by Secretary to the NCVET Council. A joint visit to the premises with MSDE officials has also been conducted and officials of the NBCC were invited in NCVET to discuss the space utilization plan. The Chairperson, NCVET has also discussed the matter and shared functional concerns with Secretary, MSDE in this regard.
- j. Engaging of Interns in NCVET: The matter has been discussed under a separate agenda item C0711, para 11.8
- 3. Agenda Item C0703: Awarding Body/ Assessment Agency recognition status and ratification
  - 3.1. The Council was updated about the current status of AB and AA proposals (details of AB and AA proposals are enclosed at Annexure-II and Annexure-III respectively) as per the summary given below:

| Stages of the Recognition Process   | AB | AA |
|---|----|----|
| Agreement Signed for Grant of Recognition   | 39 | 0  |
| Lol Issued and Provisional Recognition Granted (Awaiting compliances/ signing of agreement)                                     | 31 | 46 |
| Sub-committee Meeting Conducted, and Compliances are Awaited from the Applicant Bodies  | 06 | 07 |
| Rescheduling request from Applicant Bodies / Information awaited from Applicant Bodies / New Proposals/ Detailed Scrutiny Stage |    | 15 |

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| Proposals Withdrawn by the Applicant Bodies |     | 39  |
|---|-----|-----|
| Applicant Bodies Not Found Eligible         | 19  | 86  |
| Total Applicant Bodies                      | 115 | 173 |

(Status as on 12.12.2022)

- 3.2. The Council members were also apprised that Indian Armed Forces (Army, Navy & Air Force) had submitted their applications seeking NCVET recognition as Awarding Body (Dual Category). Indian Airforce, Indian Navy and 15 out of 17 Directorates of Indian Army have been issued Letter of Intent and granted provisional recognition. Case of balance two Directorates of Indian Army are under process.
- 3.3. The Chairperson also informed the Council members that many leading global Assessment Agencies, including Pearson VUE, TCS iON, SHL etc had also applied for seeking recognition as an Assessment Agency of NCVET. Most of them have been issued LoI and granted provisional recognition, while the case of Pearson VUE is under process for issue of LoI.
- 3.4. The Council was apprised that the process of signing of Agreement with the AAs could not commence as the draft Agreement was sent to the Department of Legal Affairs (DLA), Ministry of Law and Justice, through MSDE, for legal vetting. The duly vetted draft Agreement to be signed with AAs has been received recently from DLA/ MSDE and further process shall now commence shortly. The draft AA Agreement is enclosed as **Annexure IV**. The changes suggested by the DLA have been incorporated in the draft Agreement. While DLA has legally vetted the Agreement, it has further suggested to see if the Agreement meets the administrative, technical and financial requirements, which would be ensured while signing the Agreement with the AAs.
- 3.5. The Council noted the progress made so far regarding the recognition of Awarding Bodies and Assessment Agencies. The Council ratified the decisions on the AB proposals, including proposals for dual recognition and AA proposals taken by the Sub-Committee empowered by the Council for the purpose as per the table listed under para 3.1 above.

## 4. Agenda Item C0704: Revised Templates for NCVET Certificates

- **4.1** The Council was apprised that a number of developments necessitated redesigning of the certificates template. These included the following:
  - i) To include the name and logos of all schemes
  - ii) To cater to different types of awarding bodies and certification which include govt and govt. run schemes, Qualifiqations of Indian

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- Armed Forces, fee-based programs to cater to the needs of the industry and OEMs, etc.
- iii) Inclusion of NCrF credit levels and credits in line with the National Credit Framework.
- iv) Design related changes to make the certificate more appealing.
- v) Create standardized multiple formats to make the implementation simple, faster and easy to understand.
- 4.2 Accordingly, nine (9) different formats of certificates have been developed and approved in the 24<sup>th</sup> NSQC meeting for issuing to the trainees after successful assessment in the concerned NSQF aligned and approved qualifications by NCVET recognized ABs. The templates are at **Annexure V.** Any future requirements of certificates shall also be aligned to these standard designs.
- 4.3 It was brought to the notice of the Council that currently the certificates are being generated, centrally, through the Skill India Portal. However, the standard format issued by NCVET is sometimes not being followed. JS, MSDE assured the Council that SIP shall also align its certificates completely with the templates approved by the Council with immediate effect.
- 4.4 The Council took note of the above action, appreciated the efforts in this regard and ratified the same.

## 5. Agenda Item C0705: Brief on National Credit Framework (NCrF)

- 5.1 The Council was briefed by the Chairperson that in pursuance of the directions of Hon'ble Minister, SDE, for formulating a Credit Framework integrating academic education and vocational education in line with the National Education Policy (NEP) 2020, the Government of India vide order dated 18th November 2021, had constituted a High-Level Committee (HLC). Accordingly, this High-Level Committee headed by Chairperson, NCVET, was entrusted with the responsibility of formulating a Credit Accumulation & Transfer Framework to enable integration of academic and vocational domains/components of learning and ensure flexibility and mobility between the two.
- 5.2 The Committee finalized its recommendations after a series of deliberations in 12 meetings. In addition, multiple consultations were also held with State School Boards, and Secretaries of State higher education/ technical education/ school education departments, state school boards, 25 focus groups of NCF, Vice Chancellors/ Deans other stakeholders of various universities including skill universities etc. The report was presented to the Hon'ble Minister, SDE after endorsement of signatures by all members of HLC.
- 5.3 Further, consultations have also been held with IITs, IISERS, NITs, IIITs for their views/ observations. Accordingly, the final Report of the Draft Credit Framework was officially submitted to MSDE which was placed for

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public consultation from 19th October 2022 to 30th November 2022 amid multiple awareness and consultative workshops across the country. The officials and consultants of NCVET actively participated in the awareness campaigns organised on 21<sup>st</sup>, 24th, 26th, 28th & 29th November 2022 at IIT Delhi, Bhubaneshwar, Guwahati, Bombay and Madras respectively. Based on the feedback of the workshops and the comments/suggestions received the framework is now being finalized.

5.4 The Council noted the same with appreciation. All the members were also requested to share any inputs/ suggestions on NCrF at the earliest with NCVET.

# 6. Agenda Item C0706: Guidelines on revision of National Skills Qualification Framework (NSQF)

- 6.1 The Council was apprised that the National Skills Qualification Framework (NSQF) was notified on 27th December 2013, by the Ministry of Finance, pursuant to the decision of the Cabinet Committee on Skill Development as a national competency-based skill framework, that provides for multiple pathways, horizontal as well as vertical, to facilitate mobility both within vocational education and training/ skilling and between vocational education and training/ skilling and general education.
- 6.2 In view of the changing educational and skilling ecosystem landscape and with the launch of transformative policies like NEP 2020 and National Credit Framework (currently under finalization), there was an urgent need to revise the NSQF to cater to the following aspects which has been undertaken by the NCVET in consultation with all its stakeholders:
  - a) Standardization of Qualification parameters like entry criteria, notional hours etc.
  - b) Revision of NSQF levels and descriptors from earlier maximum level of 10 to level 8 in accordance with the new levels
  - c) Revision of Qualification-file Template and developing new templates to cater to qualifications related to unorganized/ heritage sectors, NOS, micro credentials and OEM based qualifications.
  - d) To cater to the new policies on micro credentials, NOS and OEM based qualifications
  - e) Inclusion of mandatory Employability NOS of varied hours of 30, 60, 90 and 120 hours to cater to different qualification types depending on its notional hours and NSQF level.
  - f) Recommended inclusion of OJT component in the qualifications as per the industry requirements.
  - g) Revisiting the unique Qualification code to avoid multiplicity.
  - h) Revision of Certificate Templates to bring in standardization and uniformity in the certificates being issued in the vocational ecosystem.

6.3 The Council appreciated the efforts made in this regard and desired that the final guidelines be put up for Public Consultation while sharing a copy with the members of the council for their inputs before being finalized and notified.

# 7. Agenda Item C0707: Comprehensive revision of Awarding Body and Assessment Agency Guidelines

- "Guidelines for Recognition and Regulation of Awarding Body" and "Guidelines for Recognition and Regulation of Assessment Agency" were launched on 27th October, 2020. These guidelines were used as the reference documents by the applicants seeking NCVET recognition as an Awarding Body or Assessment Agency.
- 7.2 The Council was informed that these guidelines were comprehensively being revised as per the feedback and suggestions received from the stakeholders during the implementation. Also, in view of the changing educational and skilling ecosystem landscape and with the launch of transformative policies like NEP 2020 and NCrF (currently under finalization), the NSQF is being revised which would necessitate the revision of the awarding body and assessment agency guidelines.
- 7.3 During the revision, multiple aspects of the guidelines have been discussed with the stakeholders such as further streamlining the process of recognition for awarding body/ assessment agency, parameters for rating and shortlisting, catering to blended learning and national credit framework, proposing new innovative assessment methods for effective and efficient assessments, etc.
- **7.4** These revised guidelines are being formulated and the draft shall be shared with the members of the Council for their inputs and further guidance.
- 7.5 The Council noted the same and desired that the draft Guidelines be shared with Council members and placed for public consultation for their inputs before being finalized and notified.

## 8. Agenda Item C0708: Guidelines on Recognition of Prior Learning (RPL)

8.1 The Council was informed that the National Education Policy (NEP) 2020 emphasizes on ensuring lifelong learning for everyone and provides for RPL as well as accelerated learning. The RPL may act as a tool to recognize the competency, skills and professional level achieved, learning outcomes which have been achieved during formal or informal learning, foundational literacy and education of an individual which are mainly acquired through either non-formal, informal or traditional modes of learning. This will enable individuals to exhibit their personal and professional capabilities in a more formal and effective way and provide a pathway for their mainstreaming into the vocational and general

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- education. RPL also serves as motivating policy/Guidelines for the advancement of lifelong learning.
- **8.2** Revised guidelines on RPL are being formulated by NCVET. These guidelines seek to address major attributes of an individual's/ applicant's prior learning and also provides new, practical, credible and objective modes for RPL assessments which may go beyond the conventional methods. Below are few salient features of the draft RPL guidelines:
  - a) Provides a comprehensive roadmap for RPL implementation in the skill ecosystem.
  - b) Provides for different methods of assessment for different levels of competency requiring increasing levels and rigor of assessment process which is required to maintain the credibility of the RPL process.
  - c) Well proposed RPL assessment model for different NSQF levels to be accessible within and across all sectors.
  - d) Provision of earning credits through RPL and accumulation of credits in Academic Bank of Credits (ABC).
  - e) Introduction of new and innovative methods for assessments including blended modes of assessments.
  - f) Empowering industrial bodies for conduct of RPL for their workforce.
  - g) RPL for traditional/indigenous skills by duly recognized masters of particular trades as well as traditional and heritage skills.
  - h) Provides for exchange of best practices amongst the ABs and AAs for conducting RPL.
- **8.3** The Council was apprised that the RPL guidelines are being prepared in a consultative process at NCVET. Various stakeholder meetings have been held to discuss multiple aspects of the guidelines.
- 8.4 The Council noted the same and desired that the draft Guidelines be shared with Council members along with placing them for public consultation for their inputs before being finalized and notified.
- 9. Agenda Item C0709: Agenda Item C0709: Guidelines on National Occupational Standards (NOS) and Micro-Credentials
  - 9.1 The Council was apprised that a constant need was observed to develop and approve independent National Occupational Standards (NOS) for related training standards and assessments that link workplace employment requirements and human capital development (i.e. education and training programs).
  - 9.2 The need of NSQF aligned Micro-Credentials for the industry-based upskilling is an established requirement in the ecosystem. Some of these standalone/ other NOSs and Micro-Credentials are required for the bridge courses, upskilling, facilitating multiple entry and exit pathways, facilitating cross sectoral qualification development etc.

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- 9.3 The draft policies for NOS and Micro-Credentials were prepared and have been shared with stakeholders including the SSCs. Based on the inputs received from the stakeholders, the policies were revised and the same was put up for public consultation on NCVET website on 12/07/2022.
- 9.4 The Council approved the draft guidelines with suitable editorial changes/ modifications for notification.

# 10. Agenda C0710: Status of implementation of Digital Enterprise Portal (DEP)

- 10.1 The Council was informed that after following the due bidding process on e-GEM, NCVET has selected and signed an agreement with Deloitte Touche Tohmatsu India LLP dated 26.08.2022 for preparing and managing the RFP bid process for Designing of IT Systems & setting up Programme Management Unit (PMU) for NCVET.
- 10.2 The Council was informed that the RFP for hiring an agency for implementation of IT enablement is expected to be submitted by Deloitte by mid of December 2022. It was further explained that the DEP will be aligned with SIP 2.0 of NSDC through real-time API integration. JS MSDE was requested and he assured that NSDC would work closely with NCVET for aligning SIP 2.0 with the NQR and NCVET digital enterprise portal, picking up the information on Qualifications from NQR through the APIs.
- 10.3 After the issue of RFP, the software development vendor will be selected through the open process who would develop the NCVET Tech portal. The development will be supervised by the PMU team of Deloitte as mentioned above. The finalization of the selection process of software vendor may take 2 to 3 months whereas the software development and testing will take 6 to 8 months.
- 10.4 It was further explained that the updated NCVET website and NQR portal would be subsumed in the digital enterprise portal to the extent possible
- 10.5 The Council noted the Status on implementation of Digital Enterprise Portal and desired that the same may be completed at the earliest.

## 11. Agenda C0611: Administrative Matters of NCVET

## 11.1 Approval of Annual Accounts of NCVET for 2021-22

The Council was informed that the CAG empaneled Chartered Accountant Firm (S C Bhagat & Co) has been engaged to undertake the

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verification and finalization of accounts of NCVET and filing return for the financial year 2021-22. The CA firm has completed the work and submitted the final account of NCVET for the period 01.04.2021 to 31.03.2022, which has already been accorded approval by the NCVET Council.

## The Council took note of the same.

# 11.2 Adoption of DA and Ad-hoc Bonus orders issued by M/o Finance Government of India from time to time.

The Council was apprised of the fact that post implementation of 7<sup>th</sup> CPC, the MoF has discontinued the process of issuance of separate orders for Autonomous Bodies for implementing of the DA and Ad-hoc Bonus in consonance with the Govt. establishment.

Accordingly, NCVET has adopted the 7<sup>th</sup> CPC and other allowances at par with the pay and allowances of Govt. establishment (as per 7<sup>th</sup> CPC). It was proposed that based on the orders of the Ministry of Finance, NCVET may adopt the same order of MoF as and when there is an increase in DA and grant of Adhoc Bonus by Govt. of India, to its eligible officials.

## The Council approved this proposal.

## 11.3 Ratification for opening of CNA Account and attached subsidiary Account in Canara bank

- a) It was brought to the notice of the Council that as per recommendation of Committee constituted under the chairmanship of CCA for monitoring of revised fund flow mechanism under the schemes of MSDE, NCVET is required to open CNA Account to receive any fund from MSDE either for its own consumption or under any scheme and transfer to other implementing agency so as to ensure that there is no parking of funds and that real time information of fund flow through robust dashboard is obtained. Also, it is required to close previous account and transfer its unspent balance in CNA Account. NCVET has also been designated as Central Nodal Agency (CNA) for the scheme "Support to Regulatory Institution" and Canara Bank has been selected for opening CNA Account.
- b) The Council was apprised that the CNA Account and zero balance subsidiary account has been opened in Canara Bank, Parliament Street as per revised procedure for flow of funds under Central Sector Scheme prescribed vide OM F.No.1 (18)/PFMS/FCD/2021 dated 9th March, 2022, DoE, MoF, with same Authorized signatory for CNA Account as of existing NCVET account No.1098101102359 Canara Bank, Parliament Street New Delhi.

The Council ratified the opening of CNA account and attached subsidiary account in Canara Bank, with the same authorized

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## signatory for CAN Account as of existing NCVET Account in Canara Bank.

## 11.4 Extension of lease of present premises of HTL Building:

The Council was apprised that presently NCVET is operating its office from a rented building of M/s Hindustan Times, B-2 Pusa Road, Karol Bagh, New Delhi. MSDE was apprised that 03 months advance notice has to be served to the lessor. MSDE has conveyed the approval of the Competent Authority for the extension of the existing lease agreement between NCVET and the Hindustan Times Limited till 31<sup>st</sup> March, 2023.

Accordingly, extension of the current lease premises has been extended up to 31<sup>st</sup> March, 2023 and Hindustan Times Limited has been served the advance notice of more than three months for peaceful vacation of the premises.

The Council ratified and took note of the same. The Council further suggested to take the update on the completion status regarding NCVET premises in Kaushal Bhawan, Chanakypuri by the end of December 2022 so that the further appropriate action may be taken in time.

## 11.5 Work from Home (WFH):

The Council was informed that during last few months/ last year, the work of NCVET Council has increased manifold in many areas like policy formulation, recognition, monitoring, approval of qualifications, NCrF, National level workshops, information/ inputs required by MSDE/ Government on various policy matters etc. NCVET was working beyond normal office timings at times with half of the sanctioned strength of the manpower.

Considering the time bound manner of tasks at office, sometimes officials of NCVET had to work even during odd hours, national holidays, station leaves, medical emergencies etc., from home/ outside the office.

Therefore, 5 officials/ consultants were permitted to work from home by the competent authority i.e. Executive Members, NCVET, as required, over the period August 2022 to November, 2022 to complete the time bound tasks under the circumstances mentioned above.

The Council ratified the same. The council further desired that detailed guidelines regarding work from home may be drafted, approval of which may be taken by circulation or these may be placed before the Council in its next meeting, whichever is earlier.

11.6 Telephone reimbursement to Young Professionals/ Consultants Grade-I/ Consultants Grade-II/Sr. Consultants etc.

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The Council was informed that NCVET as skill regulator is working in many areas and needs frequent communication with various stakeholders outside NCVET, including from home or outside the office for timely completion of tasks.

Therefore, it was proposed that reimbursement of mobile bill @ Rs. 300/-per month for Consultants and @ Rs 200 per month for YPs on submission of bill be approved by the Council.

## The Council approved the proposal.

# 11.7 Leave Account/ credit of Young Professionals/ Consultants Grade-I/ Consultants Grade-II/Sr. Consultants etc.

The Council was informed that NCVET Council in its 5<sup>th</sup> meeting held on 16<sup>th</sup> March, 2022 has adopted the guidelines & procedures for engagement of Young Professionals/Consultants Grade-I/Senior Consultants of Niti Aayog. Wherein clause 9 heading "Leave" it was stated that "The individual Consultants shall be entitled to leave at the rate of 1.5 days of each completed month with no accumulation of leave beyond a calendar year on pro-rata basis".

Currently, NCVET has started entering into service bond of a year with the individual at the time of initial engagement as YPs/Consultants. Further, contracts get extended for one year on the day of completion of previous period and, therefore, it has no relevance with calendar year.

Therefore, in view of minimum service bond period of one year and extension of contract of one year from the date of expiry of previous contract, the following were proposed to the Council:

- i. The total leave of 18 days during one-year contract may be credited in two equal parts (9 days each) into the leave account of an individual. The first 9 days of leave shall be credited at the time of initial contract/extension while the second 9 days after completion of six months of contract. The same may be adjusted/recovered from dues in case of resignation/termination during the remaining contract period of an individual.
- ii. However, in cases where the 9 days of leave is exhausted before the completion of the 6 months' period and the consultant requires additional leave in emergent situations, the same can be considered on a case to case basis with the approval of Chairperson, NCVET. In such cases the leaves available for the concerned consultant in the 2<sup>nd</sup> half shall be the balance leaves left i.e. 18 days minus the leaves availed in the first half.
- iii. In clause 9 under heading "Leave" which states that "The individual Consultants shall be entitled to leave at the rate of 1.5 days of each completed month with no accumulation of leave beyond a calendar year on pro-rata basis", the words 'calendar year' may be replaced by 'year from the date of contract'.

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## The Council approved the proposal.

## 11.8 Rationalization of eligibility criteria in the policy of engagement of interns in NCVET.

The Council was informed that post the approval of amended policy of engagement of interns by the Council in its 6<sup>th</sup> meeting held on 13.07.2022, the public notice inviting the interns was issued. However, very few responses were received. Therefore, a need to further broaden the minimum eligibility criteria was felt and accordingly following were proposed.

- i. The eligible pool of institutions be expanded to top 1000 NIRF ranked institutions instead of earlier 500.
- ii. Minimum eligibility criteria to include "candidates pursuing graduation (final year) or completed graduation"
- iii. The minimum internship period can be less than 6 months for special circumstances for the candidates pursuing final year of graduation

The Council approved the proposed policy. The council desired that any further change in the above may be made with the approval of the chairperson on need basis which may be got ratified by the Council.

## 11.9 Increase in strength of two (2) MTS through Outsource agency

The Council was apprised that NCVET is now fully functional with increased strength of officials. However, it currently has only 06 MTSs for all activities. The Council was further apprised that there is a requirement of 3 more MTS(s). However, it was proposed that for the time being Council may approve engagement of two more MTS through outsourcing agency.

The Council granted approval to the proposal.

## 11.10 Intimation by Chairperson, NCVET

The chairman recused himself while this item was discussed. The Council was apprised that the Chairperson, NCVET had given prior intimation in August 2022 and has now intimated about the full details about the acquisition of residential property in Gurgaon, in the joint name with his wife, registered on 18<sup>th</sup> November 2022 funded entirely by the sale of residential property acquired earlier with the permission of Government and their personal savings from salary/ pension accounts.

The Council took note of the same. It was also observed that as Council is the main decision making body of NCVET, there was no need to send the same to MSDE.

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## 12. Agenda Item 0712: Approval of Annual Report 2021-22:

**12.1** The Annual Report 2021-22 of NCVET was tabled for the approval of the Council for onward submission to the MSDE, for laying in the Parliament in the winter session.

The Council approved the Annual Report 2021-22 of NCVET.

- 13. Agenda C0713: Enabling NSQF alignment of qualifications of OEMs and their Recognition as NCVET recognized Awarding Bodies and Assessment Agencies
  - 13.1 The Council was informed that OEMs of the Industry in the national and global landscape are offering a multitude of courses/ Qualifications for the training of the domain workforce that is being utilised by their organisation or in the free market. Presently such courses are not being creditised to the advantage of the students. Many of the Awarding Bodies and industries have approached NCVET for the NSQF alignment of these courses/ Qualifications to commensurate NSQF level certification subject to successful assessment. This shall require these bodies to be NCVET recognised Awarding Bodies and carry out their respective assessments by NCVET recognised Assessment Agencies.
  - **13.2** To enable the above, NCVET has taken the following steps:
    - i. NCVET has evolved a simplified template and process for NSQF alignment of qualifications of OEMs. Qualifications of RedHat have already been aligned and approved earlier in 23<sup>rd</sup> NSQC.
    - ii. A simplified template and process has also been evolved for recognition of globally credible and established names in the technology/ Skills ecosystem as AAs, such as Pearson VUE which are globally assessing the outcome based trainings for most of the global OEMs.
  - **13.3** Further it was proposed that recognition of globally credible MNCs such as Microsoft, Redhat, AWS, Oracle, IBM, Apple, Google etc. as AB, may also be fast tracked through simplified template and process.
  - 13.4 The Council appreciated the efforts in this regard and desired that guidelines/ SOPs/ templates for OEMs may be quickly developed by NCVET and the process for implementing the same may be initiated. The approval of the council required, if any, may be taken through circulation/ratification.

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## **List of participants**

|    | Name of Member                 | Designation  |  |  |  |
|----|--------------------------------|--|--|--|--|
| 1. | Dr. Nirmaljeet Singh Kalsi     | Chairperson, NCVET   |  |  |  |
| 2. | Dr. Vinita Aggarwal            | Executive Member, NCVET  |  |  |  |
| 3. | Dr. Neena Pahuja               | Executive Member, NCVET  |  |  |  |
| 4. | Shri. KK Dwivedi, IAS          | Joint Secretary MSDE, & Nominated Member, NCVET                              |  |  |  |
| 5. | Shri. Karma Zimpa Bhutia, IFoS | Joint Secretary, MoRD & Non-Executive Member, NCVET                          |  |  |  |
| 6. | Ms. Samya Gupta, IAS           | Joint Secretary, Dept of Higher Education, MoE & Non-Executive Member, NCVET |  |  |  |
| 7. | Col Santosh Kumar              | Director, NCVET (in attendance)  |  |  |  |
| 8. | Lt. Col Gunjan Chowdhary       | Director, NCVET & Secretary to the Council (in attendance)                   |  |  |  |
| 9. | Sh Purnendu Kant               | Director, NCVET (in attendance)  |  |  |  |

# <u>List of Awarding Bodies who have been granted regular recognition, or issued Lol and granted Provisional Recognition\*</u>

| S.<br>No. | Name  | Status                      |  |  |
|-----------|---|-----------------------------|--|--|
| 1         | Beauty Wellness Sector Skill Council (B&WSSC)                                       | Regular Recognition Granted |  |  |
| 2         | Electronics Sector Skills Council of India (ESSI)                                   | Regular Recognition Granted |  |  |
| 3         | Skill Council for Green Jobs (SCGJ)   | Regular Recognition Granted |  |  |
| 4         | Handicrafts and Carpet Sector Skill Council   | Regular Recognition Granted |  |  |
| 5         | Automotive Skills Development Council (ASDC)  | Regular Recognition Granted |  |  |
| 6         | Sector Skill Council for Food Processing Industries (FICSI)                         | Regular Recognition Granted |  |  |
| 7         | Rubber, Chemical & Petrochemical Skill Development Council (RCPSDC)                 | Regular Recognition Granted |  |  |
| 8         | Sports, Physical Education, Fitness and Leisure Skills Council (SPEEL-SC)           | Regular Recognition Granted |  |  |
| 9         | Management & Entrepreneurship and Professional Skills Council (MEPSC)               | Regular Recognition Granted |  |  |
| 10        | Apparel, Made-UPs & Home Furnishing Sector Skill Council                            | Regular Recognition Granted |  |  |
| 11        | Capital Goods Skill Council (CGSC)  | Regular Recognition Granted |  |  |
| 12        | Media and Entertainment Skills Development Training (MESC)                          | Regular Recognition Granted |  |  |
| 13        | Power Sector Skill Council  | Regular Recognition Granted |  |  |
| 14        | Textile Sector Skill Council (TSC)  | Regular Recognition Granted |  |  |
| 15        | Agriculture Skill Council of India (ASCI)   | Regular Recognition Granted |  |  |
| 16        | Hydrocarbon Sector Skill Council (HSSC)   | Regular Recognition Granted |  |  |
| 17        | Healthcare Sector Skill Council   | Regular Recognition Granted |  |  |
| 18        | Paints and Coatings Skill Council   | Regular Recognition Granted |  |  |
| 19        | Construction Skill Development Council of India                                     | Regular Recognition Granted |  |  |
| 20        | Instrumentation Automation Surveillance & Communication Sector Skill Council (IASC) | Regular Recognition Granted |  |  |
| 21        | Telecom Sector Skill Council  | Regular Recognition Granted |  |  |
| 22        | Tourism & Hospitality Skill Council (THSC)  | Regular Recognition Granted |  |  |
| 23        | Water Management & Plumbing Skill Council   | Regular Recognition Granted |  |  |
| 24        | Furniture & Fittings Skill Council (FFSC)   | Regular Recognition Granted |  |  |

| Domestic Workers Sector Skill Council ( DWSSC)                               | Regular Recognition Granted   |
|--|---|
| National Association of Software and Service Companies (NASSCOM)             | Regular Recognition Granted   |
| Logistics Sector Skill Council (LSC)   | Regular Recognition Granted   |
| Aerospace and Aviation Sector Skill Council                                  | Regular Recognition Granted   |
| Gem and Jewellery Skill Council of India (GJSCI)                             | Regular Recognition Granted   |
| Skill Council for Persons with Disability (SCPwD)                            | Regular Recognition Granted   |
| Infrastructure Equipment Skill Council (IESC)                                | Regular Recognition Granted   |
| Indian Iron & Steel Sector Skill Council (                                   | Regular Recognition Granted   |
| Skill Council for Mining Sector (SCMS)                                       | Regular Recognition Granted   |
| BFSI Sector Skill Council of India (BFSI)                                    | Regular Recognition Granted   |
| Central Institute of Petrochemical Engineering, Chennai (CIPET)              | Regular Recognition Granted   |
| Additional Skill Acquisition Programme Kerala ASAP, Kerala)                  | Regular Recognition Granted   |
| National Institute of Electronics and Information Technology, Delhi (NIELET) | Regular Recognition Granted   |
| Karnataka Skill Development Cooperation (KSDC)                               | Regular Recognition Granted   |
| National Film Development Corporation (NFDC)                                 | Regular Recognition Granted   |
| Life Sciences Sector Skill Development Council (LSSDC)                       | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement   |
| Leather Sector Skill Council (LSSC)  | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement   |
| Centurion University of Technology & Management, (CUTM)                      | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement   |
| Safety Skill Dev Foundation, Gujarat (SSDF)                                  | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement   |
| Medhavi Skill University, Sikkim (MSU)                                       | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement   |
| Sri Vishwakarma Skill University, Haryana (SVSU)                             | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement   |
| Jan Shikshan Sansthan (JSS)  | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement   |
|  | National Association of Software and Service Companies (NASSCOM)  Logistics Sector Skill Council (LSC)  Aerospace and Aviation Sector Skill Council  Gem and Jewellery Skill Council of India (GJSCI)  Skill Council for Persons with Disability (SCPwD)  Infrastructure Equipment Skill Council (IESC) Indian Iron & Steel Sector Skill Council ( Skill Council for Mining Sector (SCMS)  BFSI Sector Skill Council of India (BFSI)  Central Institute of Petrochemical Engineering, Chennai (CIPET)  Additional Skill Acquisition Programme Kerala ASAP, Kerala)  National Institute of Electronics and Information Technology, Delhi (NIELET)  Karnataka Skill Development Cooperation (KSDC)  National Film Development Corporation (NFDC)  Life Sciences Sector Skill Development Council (LSSDC)  Leather Sector Skill Council (LSSC)  Centurion University of Technology & Management, (CUTM)  Safety Skill Dev Foundation, Gujarat (SSDF)  Medhavi Skill University, Sikkim (MSU)  Sri Vishwakarma Skill University, Haryana (SVSU) |

| 47 | National Institute of Open Schooling (NIOS)   | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
|----|---|---|
| 48 | Uttar Pradesh Skill Development Mission (UPSDM)   | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 49 | National Academy of RUDSETI, Karnataka (RSETI)  | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 50 | West Bengal State Council of Tech and Vocational Education & Skill Development            | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 51 | Haryana State Electronics Development Corporation limited. (HARTRON)                      | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 52 | Nettur Tech Training Foundation, Karnataka (NTTF)   | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 53 | SCTEVT, Odisha  | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 54 | National Institute of Wind Energy Ministry of New & Renewable Energy, Government of India | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 55 | Chhatisgarh Swami Vivekanand Tech<br>University   | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 56 | Indira Gandhi National Open University (IGNOU)  | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 57 | Broadcast Engineering Consultants India Limited (BECIL)                                   | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 58 | Directorate of Armoured Corps (Indian Army)   | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 59 | Directorate of Corps of Military Police (Indian Army)                                     | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 60 | Directorate of Artillery (Indian Army)  | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 61 | Directorate of Army Medical Corps (Indian Army)   | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 62 | Directorate of Remount Veterinary Corps (Indian Army)                                     | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
|    |   | )   |

| 63 | Directorate of Army Air Defence (Indian Army)                           | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
|----|---|---|
| 64 | Indian Navy (IN)  | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 65 | Indian Air Force (IAF)  | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 66 | Directorate of Electronics & Mechanical Engineering (Indian Army) - EME | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 67 | Directorate of Army Aviation (Indian Army)                              | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 68 | Centre for Development of Advanced Company (CDAC)                       | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 69 | Directorate of Corps of Engineers (Indian Army)                         | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 70 | Directorate of Mechanised Infantry (Indian Army)                        | Provisional Recognition Granted, Regular Recognition to be granted after compliances & signing the AB Agreement |
| 71 | Retailers Association's Skill Council of India (RASCI)                  | Subcommittee meeting Conducted, Lol to be Issued after meeting compliances/ Depositing Recognition Fee          |
| 72 | IIT Guwahati  | Subcommittee meeting Conducted, Lol to be Issued after meeting compliances/ Depositing Recognition Fee          |
| 73 | International Automobile Centre of Excellence (iACE)                    | Subcommittee meeting Conducted, Lol to be Issued after meeting compliances/ Depositing Recognition Fee          |
| 74 | Directorate of Army Service Corps                                       | Subcommittee meeting Conducted, Lol to be Issued after meeting compliances/ Depositing Recognition Fee          |
| 75 | Directorate of Army Intelligence Corps                                  | Subcommittee meeting Conducted, Lol to be Issued after meeting compliances/ Depositing Recognition Fee          |

<sup>\*</sup>subject to editorial/typographical errors, if any

# <u>List of Assessment Agencies to whom Lol has been Issued and Provisional Recognition Granted\*</u>

| SI. No. | Assessment Agency                                   | Status  |
|---------|---|---|
| 1.      | SHL India Pvt. Ltd.                                 | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 2.      | Tata Consultancy Services (TCS) iON                 | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 3.      | Mercr-Mettl (Induslynk Training Services Pvt. Ltd.) | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 4.      | IRIS Corporate Solutions Pvt. Ltd.                  | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 5.      | Skill Mantra Edutech. Consulting India Pvt. Ltd.    | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 6.      | SP Institute  | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 7.      | Trendsetter Skill Assessors Pvt. Ltd.               | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 8.      | Navriti Technologies Pvt. Ltd.                      | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 9.      | Radiant Infonet Pvt. Ltd.                           | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 10.     | Brisk Mind Pvt. Ltd.                                | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 11.     | Eduvantage Pvt. Ltd.                                | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 12.     | Cleveratti Skills Pvt. Ltd.                         | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 13.     | TAG Assessors Guild Private Ltd.                    | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 14.     | Demorgia Consulting Services Pvt. Ltd.              | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA           |

MoM of 7th council meeting held on 12.12.2022

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|     |  | Agreement   |
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| 15. | MSAG Skill India LLP                       | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 16. | Federation of Indian Women<br>Enterprises  | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 17. | Assets Author Pvt. Ltd. (A2PL)             | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 18. | I Assess Consultants LLP                   | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 19. | Indore Skill Assessment Services Pvt. Ltd. | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 20. | Knowledge Partner Technologies             | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 21. | Rational Multi Skill Pvt. Ltd.             | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 22. | Prima Competencies Pvt. Ltd.               | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 23. | Diversified Business Solutions Pvt. Ltd.   | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 24. | Ginger Webs Pvt. Ltd.                      | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 25. | Proximo Education Society                  | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 26. | Palmary Projects & Services Pvt. Ltd.      | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 27. | CEE Vision Technologies Pvt. Ltd.          | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 28. | Vedokt Skill & Consulting Pvt. Ltd.        | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 29. | IVintage Solutions Pvt. Ltd.               | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |

| 30. | Independent Qualitative<br>Assessors Glide Pvt. Ltd. (IQAG) | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
|-----|---|---|
| 31. | Sai Graphics Assessment Body<br>Pvt. Ltd.                   | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 32. | Invigilate Technologies Pvt. Ltd.                           | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 33. | Methods Apparel Consultancy<br>India Pvt. Ltd.              | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 34. | PVR Skills Central Pvt. Ltd.                                | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 35. | Hemsen Exim LLP   | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 36. | Mascot Upgrade Skill & Knowledge Pvt. Ltd.                  | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 37. | Amrit Skill Development Pvt. Ltd.                           | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 38. | India Skill Pvt. Ltd.                                       | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 39. | Integrated Learning Solutions Pvt.<br>Ltd. (Wheebox)        | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 40. | Sai Skill Technology Pvt. Ltd.                              | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 41. | InTouch Professional Services Pvt. Ltd.                     | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 42. | Ajooni Skills India Pvt. Ltd.                               | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 43. | elitmus Evaluation Pvt. Ltd.                                | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 44. | Shiksha Bharti  | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement |
| 45. | Vistaskills   | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA           |

|     |  | Agreement  |
|-----|--|--|
| 46. | Nitya Skill Development<br>Organization Samiti (NSDOS) | Provisional Recognition Granted, Regular Recognition to be granted after signing the AA Agreement      |
| 47. | Pearson VUE  | Subcommittee meeting Conducted, LoI to be Issued after meeting compliances/ Depositing Recognition Fee |
| 48. | Yuva Skills Foundation                                 | Subcommittee meeting Conducted, LoI to be Issued after meeting compliances/ Depositing Recognition Fee |

<sup>\*</sup>Subject to editorial/typographical errors, if any

# AGREEMENT FOR RECOGNITION OF ASSESSMENT AGENCY BY NATIONAL COUNCIL FOR VOCATIONAL EDUCATION AND TRAINING (NCVET), Ministry of Skill Development and Entrepreneurship (MSDE), Government of India

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## AGREEMENT FOR RECOGNITION

## OF ASSESSMENT AGENCY

BY

## NATIONAL COUNCIL FOR VOCATIONAL EDUCATION AND TRAINING (NCVET)

## Ministry of Skill Development and Entrepreneurship (MSDE)

### **Government of India**

(as prescribed under para 20, 23, 24 and 25 of the NCVET Gazette notification number SD-17/113/2017-E&PW Ministry of Skill Development & Entrepreneurship, Government of India dated December 5, 2018)

| This Agreement for NCVET recognition is e ("Effective Date") by and between   |  | this                            | day of  |
|---|--|---------------------------------|---|
| National Council for Vocational Education office at   | on and Training<br>by or repugnant to the su | Indi<br>bject or context, m     | a (herein aftei                                 |
| AND   |  |                                 |   |
| under   |  |                                 |   |
| registered  | office                                       |                                 | at  |
| byor expression shall, unless excluded by or legal representatives/partners, executors, assignees of the Second Part. | ("Assessment repugnant to the subject        | Agency"),<br>t or context, mean | represented<br>, which terms<br>and include its |

**NCVET and Assessment Agency** are hereinafter collectively referred to as "**Parties**" and individually referred to as "**Party**".

## **WHEREAS**

National Council of Vocational Education and Training (NCVET) has been set up as an umbrella regulator, subsuming the powers and responsibilities of the erstwhile National Council of Vocational Training (NCVT) and National Skill Development Agency (NSDA), along with other important functions. Notified on December 5, 2018, the NCVET has been set up as an overarching body for establishing regulations and standards to ensure quality in the Vocational Education and Training (VET) space. The

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NCVET notification no. SD-17/113/2017-E&PW, vide paragraph 2, wherein regulatory functions of NCVET are delineated, states that - "The National Council for Vocational Education and Training shall be entrusted with the development, qualitative improvement and regulation of vocational education and training, for granting recognition to and monitoring the functioning of awarding bodies, assessment agencies, skill information providers, and training bodies, and to perform other incidental functions as specified in this Resolution." In line with the NCVET notification, all awarding bodies which are drawing funds from various Government of India (GoI) skill development schemes, are mandated to seek recognition from the NCVET.

| (Name of the Assessme | ent Agency)  | (brief description of |
|-----------------------|--------------|-----------------------|
| the                   | <b>C 1</b> , | •                     |
| agency)               |              |                       |
|                       |              |                       |
|                       |              |                       |
|                       |              |                       |
|                       |              |                       |

## **WHEREAS**

The Agreement has been established between NCVET and Assessment (AA)...... to grant NCVET recognition to the AAs for a stipulated timeframe. For the recognition and regulation of AAs by NCVET, two sets of documents have been developed - the Guidelines for AA and the Operational Manual for AA. While the AAs Guidelines draw up the contours of the norms of recognition by NCVET and on-boarding by the Awarding Bodies, the Operational Manual for recognition of the AAs delineates the detailed implementation process, monitoring mechanism and the repository of documentary evidence which would be required for initial recognition and continued recognition (subject to adherence of norms prescribed by NCVET) of the AAs. This Agreement is a means to grant NCVET recognition and enforce conformity to the Guidelines for Recognition & Regulation of Assessment Agencies 2020 and Operational Manual for Recognition & Regulation of Assessment Agencies 2020 on the Assessment Agencies to be recognized by NCVET. AA recognized by the NCVET shall be eligible to carryout assessments for all the NSQF aligned and approved qualifications as applicable to the AA and being run under any Schemes/programmes funded by the Government of India as well as any fee based programes. The tenure of recognition with NCVET shall commence from the date of signing of this Agreement between NCVET and the Assessment Agency being recognised.

THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

## 1. **DEFINITIONS**

- 1.1. Agreement means this service agreement together with the annexure(s) hereto, as the same may be amended, supplemented, or modified, from time to time, in accordance with the provisions hereof and the concerned provisions of the AA Guidelines and Operational Manual.
- 1.2. Awarding Body means an entity which awards or proposes to award certification to trainees for an NSQF aligned and approved qualification either developed or adopted by it as per policy on adoption of Qualifications by ensuring quality training and reliable assessments.
- **1.3. Assessment Agency Guidelines** are the Guidelines for Recognition & Regulation of Assessment Agencies 2020 released by NCVET, and as updated from time to time for recognition and regulation of the AAs recognized by NCVET.
- 1.4. Assessment Agency Operational Manual (referred as OM) is the process manual namely Operational Manual, Guidelines for Recognition & Regulation of Assessment Agencies 2020 released by NCVET, and as updated from time to time for recognition and regulation of the AA recognized by NCVET.

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- **1.5. Council** means the National Council for Vocational Education and Training notified on December 5, 2018, vide notification number SD-17/113/2017-E&PW of Ministry of Skill Development and Entrepreneurship, Government of India.
- 1.6. National Skills Qualification Committee (NSQC) is the Committee formed under NCVET (also notified under the NSQF gazette notification No. 8/6/2013-Invt dated 27<sup>th</sup> December 2013) which approves qualifications for NSQF alignment and other qualification approval parameters laid down by the NCVET.
- **1.7. National Qualification Register (NQR)** is the online repository of the NCVET approved qualifications, anchored and housed under NCVET.
- 1.8. National Skills Qualification Framework (NSQF) is a competency-based skill framework which organizes qualifications according to a series of levels of knowledge, skills, and aptitude notified by NCVET as updated from time to time. The NSQF is anchored at NCVET. NCVET has prescribed norms, procedures, and templates for NSQF alignment of qualifications which shall be followed by all the NCVET recognized Awarding Bodies and Assessment Agencies for performing their functions.
- 1.9. **Recognition** of an entity as an AA by NCVET means that the entity has been authorized to assess trainees after completion of the trainees' training under an NSQC aligned and approved qualification
- **1.10. Training Bodies** are the entities which will be affiliated by recognized Awarding Body in consonance with the NCVET guidelines and agreement signed with AB concerned and will function under its supervision.

## 2. INTERPRETATION

- 2.1. In this Agreement, unless otherwise specified or repugnant to the context:
  - 2.1.1. References to the Assessment Agency Guidelines, Operational Manual or any legislation or any provision thereof shall include Guidelines for Recognition & Regulation of Assessment Agencies 2020 and Operational Manual for Recognition & Regulation of Assessment Agencies 2020 and any modifications or amendment or re-enactment or consolidation of such Guidelines, Manuals, legislations or any provision thereof so far as such modifications or amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder.
  - 2.1.2. References to laws of India or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as may be amended, modified, supplemented, extended, or re-enacted from time to time.

## 3. THE GRANT OF RECOGNITION

- 3.1. Subject to and in accordance with the provisions of this Agreement, the applicable Laws and the Permits, NCVET hereby grants the Assessment Agency the recognition to discharge the functions, responsibilities and obligation of an Assessment Agency to operate in the jurisdiction given in clause 3.2 from the appointed date during the term of this Agreement, in accordance with the terms of this Agreement and subject to applicable laws, rules and regulations.
- 3.2. The recognition is granted in respect of the sectors and the sector-wise Qualifications mentioned in **Annexure B1**. The jurisdiction for which the recognition has been granted by the Council to the Assessment Agency to operate is as at **Annexure B2**, subject to further changes to be made by the Council from time to time in accordance with the provisions of this agreement, the performance of the Assessment Agency, exhibiting the capacity enhancement of the AA with credible evidence and the AA Guidelines and Operational Manual **or** any legislation or any provision thereof.

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### 4. APPOINTED DATE

- 4.1. The recognition shall take effect from the date as may be specified by the Council; and
- **4.2.** The recognition is subject to the recognized body's compliance with all the conditions in the Agreement granting recognition, and all Guidelines and Operational Manual that form part of this Agreement at all times on a continuous basis.

(In certain cases, the appointed date and date of signing of agreement may differ on account of compliance of certain pre-conditions)

## 5. DURATION OF THE AGREEMENT

- 5.1. The Agreement for recognition of AA is valid for a period of **three continuous years** (also referred as "**NCVET recognition period**") from the date of signing of the Agreement unless terminated earlier through reasoned order or extended in accordance with the terms of this Agreement and subject to the satisfactory performance, based on the continuation criteria and provisions of the risk ratings as specified in section 7.1, 7.2, 7.3, 7.4, 7.5 and 7.6 of the Assessment Agency Guidelines.
- **5.2.** The recognition shall continue unless the Assessment Agency is suspended or derecognized under the conditions specified in this Agreement.
- 5.3. NCVET recognition to the Assessment Agency and subsequent function to—execute assessment for NCVET approved qualifications shall cease to exist, at the end of the day of completion of the tenure as specified in clause 5.1 of this Agreement. The AA shall ensure that the responsibility for assessment for trainees/ learners is undertaken in such a manner so as to complete assessment before the last day of completion of the tenure specified in clause 5.1 of this Agreement.
- 5.4. As per the provisions mentioned in section 3.2 of the Operational Manual for Recognition & Regulation of Assessment Agencies, AA may apply for renewal six months prior to completion of the NCVET recognition period, which if approved would extend the recognition for another two years, from the original date of approval. Such renewal will be based on the performance of the AA as per the risk rating framework and adherence to the continuation criteria as elaborated in the AA Operational Manual (OM) and amendments thereof released by the NCVET. The Agreement will follow after the screening process of the application. After completion of the total tenure of **five years**, the AA would be required to submit an application in the prescribed proforma if it desires to continue the recognition as an AA as per the provisions of the Operational Manual for Recognition & Regulation of Assessment Agencies.
- **5.5.** The extension of the Agreement, after NCVET recognition period, with AA **shall be dependent on the risk ratings** of the AA as prescribed under section 7.2 of the AA Operational Manual released by the NCVET.
- 5.6. The Assessment Agency must prepare, maintain, and adhere to the assessment calendar and timelines as specified in the Guidelines for Recognition & Regulation of Assessment Agencies 2020 and Operational Manual for Recognition & Regulation of Assessment Agencies 2020 as amended from time to time and any other instructions issued by NCVET in this regard.
- 5.7. The Assessment Agency shall ensure that it intimates to the Awarding Bodies with which it is associated, 6 months in advance before the completion of the NCVET recognition period so as to protect the interests of learners who might be undergoing training and certification, towards the completion of the recognition period of the AA concerned.
- 5.8. NCVET recognition to the AA and subsequent function to execute assessment for the approved qualifications shall cease to exist, on the day of completion of the tenure specified in clause 5.1 and 5.4 of this Agreement; or the date on which the Assessment

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Agency is suspended or the Agreement is terminated as specified in Clause 11 and 12 of this Agreement.

## 6. SCOPE OF THE AGREEMENT

- 6.1. This Agreement grants recognition to the Assessment Agency making it eligible to get on-boarded with the NCVET recognized Awarding Bodies in order to carry out the assessment of the NSQC approved qualifications of these Awarding Bodies (ABs) in the Annexure A attached with this Agreement and as allotted to them by NCVET recognized Awarding Body.
- 6.2. The recognition, during the specified period, holds validity with respect to sector/s, qualifications and territorial jurisdiction/ operational boundaries for which the Assessment Agency has been given recognition by NCVET and as modified from time to time by following the provisions in this Agreement.
- 6.3. Geographical recognition entails the approval of NCVET to conduct assessment in various Indian States and Union Territories for a specified tenure. Recognition shall specify geographical recognition granted to AAs state-wise as in Annexure B1 and Annexure B2.
- 6.4. Once recognized, the AA may apply for recognition in additional sectors, qualifications and geographies by submitting evidence of its experience and competency as outlined in the Eligibility Criteria of the Guidelines for Assessment Agencies and as per conditions specified in section 3.6 of the Operational Manual for Recognition & Regulation of Assessment Agencies. Once recognized, the AA may seek recognition in additional sectors, qualifications and geographies subject to the fulfilment of conditions as outlined in Annexure C of this Agreement. This is in addition to the conditions outlined in the Eligibility Criteria of the NCVET Guidelines for Assessment Agencies and amendments made thereto from time to time.
- 6.5. The jurisdictional/ operational/ territorial boundaries for NCVET recognition shall be defined as per its legal status of incorporation/ establishment/ creation and shall not be valid beyond such boundaries. NCVET shall demarcate the territorial boundary of operations of the Assessment Agency based on demonstrated strength of capacity.
- 6.6. For the purpose of this Agreement, latest updated Guidelines, Operational Manual, and addendums released from time to time for the recognition and regulation of the Assessment Agencies, shall be applicable.

## 7. RESPONSIBILITIES OF THE PARTIES

- 7.1. Responsibilities of the Assessment Agency: All the time during the period of recognition the AA is mandated to conform to the Guidelines for Recognition & Regulation of Assessment Agencies 2020 and Operational Manual for Recognition & Regulation of Assessment Agencies 2020 and addendums released from time to time in totality and shall also ensure to carry out the following responsibilities in line with the provisions of the Guidelines and Manual:
  - 7.1.1. Conform to the "**continuation criteria**" in totality laid out under section 7.3 of Assessment Agency Guidelines;
  - 7.1.2. Comply with the conditions of recognition with respect to assessment of NSQF aligned approved qualifications, NOS/Micro credential-based qualifications, multiskill and cross-sectoral skill qualifications including for training of assessors (ToA) with respect to each sector and the qualifications for which it has been granted recognition, at all times;
  - 7.1.3. Ensure that the AA has a **sound business plan** encompassing market research, financial projections, timelines etc;

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- 7.1.4. Conform to the continuity of AA operations through strong financial health demonstrated through adherence to the business plan submitted at the time of application and amended & approved thereafter, including fee-based assessments for industry and maintain a transparent record keeping through compliance with accepted accounting principles and systematic book keeping;
- 7.1.5. Ensure its management structure is largely stable over time and any change of control/ ownership is reported in time to NCVET and the line of authority is clearly demarcated through well-defined and transparent organization structure;
- 7.1.6. The AA must ensure availability of core assessment staff (full time/ part time) at all times across states and sectors of operation, who are qualified and competent to deliver the tasks assigned to them. The AA shall adhere to the selection and recruitment policies as developed and submitted during the application. Any change in the same, must be notified to NCVET. The AA shall adhere to performance review parameters for its entire staff in line with the recommendations of NCVET.
- 7.1.7. The AA must ensure availability of sufficient number of **Subject Matter Experts** (**SME**) for each sector including separate SMEs for different sub sectors within a sector for ensuring seamless assessment delivery process;
- 7.1.8. The AA must ensure they hire assessors with qualification and experience in line with the requirements as specified/ elaborated in the qualification to be assessed and also meet the basic assessor's guidelines as laid down by NCVET from time to time. In addition, the AA must ensure:
  - a. Only certified assessors will be able to conduct the assessments. The responsibility of getting the assessor certified will be that of the AA.
  - b. The AA must provide logistics support to the assessor and make payments in a timely manner as per the guidelines of NCVET.
  - c. As a matter of practice, the Assessor has to be different from the instructor who has taught/ trained the batch. However, in exceptional cases, for reasons to be recorded, where the qualification/ skill being assessed is of rare type and there are no assessors available in that rare qualification, such instructors may also be given this responsibility with adequate checks and balances, subject to such provision being available in the assessment methods in the NSQF aligned and approved Qualification itself.
    - For the training/ Recognition of Prior Learning (RPL) in dying skill qualifications/ rare traditional/ heritage skills the instructors who have been duly awarded or recognized by Central/ State government(s) for that special skill(s) can be entrusted with the dual responsibility of training and assessments, in view of the exceptional/ rare skill levels involved.
  - d. The AA shall ensure that an assessor is not affiliated/ working with more than four AAs simultaneously. AA shall take an undertaking from the assessor that the assessor is not working with more than four AAs simultaneously. If at any stage it comes to the notice of AA, AB or NCVET that the assessor has been or is working with more than four AAs after the date of the such undertaking, this shall be considered as a material breach and the assessor shall be blacklisted and barred from undertaking further assessments. In the event of any reporting by any third party or during the monitoring if it comes to the notice of the NCVET that the aforesaid rule has been violated intentionally or unintentionally, the AA shall also be liable for action for breach by NCVET.

Once NCVET develops its system and capacity, check will be built in at systemic level wherein an Assessor ID shall be created and be linked to Assessment Agency ID and restrictions will be built in at this level only to enable proper tracking & monitoring.

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- e. In the due process of assessment, the following should be maintained:
  - The AAs shall confirm the availability and deputing of the qualified assessors to ABs. (Name/ addresses and phone numbers need not be conveyed)
  - ii. The deputed assessors should be able to reach the place of assessment within 24 hours (travel time).
  - iii. The assessor shall verify the availability of assessment tools and equipment in the training Centre, conduct assessment in the scheduled language, wherever required etc. The same will be a part of the Service Level Agreement (SLA) to be signed between the ABs and AAs which must be adhere to.
- 7.1.9. The AA must ensure that they hire sufficient number of proctors, wherever necessary in line with the requirement of the qualification to be specified by the AB concerned. The proctors engaged by the AA shall fulfil the conditions laid down in the AA and ToA Guidelines as amended from time to time.
- 7.1.10. The AA shall align proctors for online and blended assessments that are conducted:
  - a. Face-to-face at a physical assessment center
  - b. Online proctored for a virtual assessment at the candidate's own place/
  - c. Remote auto proctored at the candidate's own place/ station
- 7.1.11. In case of completely online assessment process, in line with the blended learning guidelines of NCVET, technology platform should be capable enough to detect & avoid any kind of frauds.
- 7.1.12. The AA shall ensure that assessors and proctors are trained and certified and are provided any need-based bridge training for new qualifications. The AA shall provide data relating to number of assessors and proctors trained by them to NCVET. Continuous Professional Development (CPD) courses must be undertaken for all other staff for enhancing their functional performance including the assessors and proctors.
- 7.1.13. It shall be the joint responsibility of the AA and the AB concerned to develop a NSQF aligned Qualification on TOA within 6 months of recognition and get it approved by National Council for Vocational Education and Training as per the ToA Guidelines of NCVET. It is mandatory for the assessors to undergo training of such qualification. For the existing assessors also an up-skilling ToA module would be developed, got approved by National Council for Vocational Education and Training (NCVET) and upskilling completed within one year of the recognition of the AA/ AB concerned.
- 7.1.14. NCVET may call for any information related to assessors, proctors, and SMEs associated with the AA like their qualifications, work experience etc. and the AA shall provide such information to NCVET. NCVET will, however, ensure the confidentiality of such information as per the data privacy & other concerned laws.
- 7.1.15. The AAs shall ensure that they have a ready repository of the tools and aids which are aligned to the needs of the qualifications. The tools developed for assessing the qualifications should be able to map the skills, knowledge and competencies of the learners, and should be accessible and commensurate to the learner's needs. AAs shall also ensure that the tools of assessment adequately support the delivery of assessments for learners with disability.
- 7.1.16. The AA shall ensure that assessment tools to be used for the assessment delivery for various qualifications are approved by the concerned AB before the assessment delivery.

- 7.1.17. The AA shall ensure that all **assessors and proctors are trained** to use the assessment tools and assessment guides appropriately.
- 7.1.18. The AA shall be responsible for preparing multiple questions on each PC in such a manner that the minimum average number of questions per Performance Criteria (PC)/ group of PCs of every NOS within a qualification works out to be 5 to 6. These Questions in the Question Bank(s) shall be prepared in consultation with the concerned AB for ensuring that these are assessing the intended outcomes. A process for periodic review of question banks must be defined by the AA and every cycle of review should be done in consultation with the concerned AB. Question banks should be available in local vernaculars and dialects also, as per requirement. Sample questions should be readily available on the website of concerned AB and the AA. The question banks should have a proportional mix of easy, medium and hard questions as guided by the AB and should be changed/upgraded periodically (say after every 2-3 cycles). The assessment platform of the AA should be able to handle all types of multiple-choice and short answers questions. The detailed set of desirable features of Assessment Engine is given in Annexure B of Blended Learning Guidelines notified by NCVET.
- 7.1.19. The AA shall ensure proper use of appropriate technology viz, Artificial Intelligence (AI)/ Machine Learning based test engine, computers, tablets, mobile applications, video communication tools, etc. to deliver domain specific assessments. ICT tools and processes to be used by the AA for the assessment delivery shall be approved by the concerned AB and /or NCVET. ICT/ technology tools to be used for assessment delivery should be aligned to the competencies as defined by the AB in its qualification. ICT/ technology tools shall be used for the assessor verification (during the time of assessment), conducting the assessment in online mode and recording of results. There should also be technology tools available for disabled-friendly assessments.
- 7.1.20. The AA must follow the assessment norms prescribed by the ABs for each qualification based on the performance criteria (PCs) laid in the qualifications. The Assessment Guide will be shared with the AA by AB.
- 7.1.21. The AA should ensure that assessment, whether online or offline/ physical mode is structured in such a way that it assesses the competencies as per the 'Assessment Criteria' outlined in the qualification concerned.
- 7.1.22. The AA should be able to conduct assessment based on individual NOS and PCs within a NOS and provide the assessment results NOS and PCs wise as well
- 7.1.23. The assessment exercise must happen within the stipulated timeline of the assessment as defined by the NCVET guidelines.
- 7.1.24. The AA would be responsible for the planning and seamless delivery of all the assessment processes before, during and after the assessment as specified under section 7.3 (point 6) of the Assessment Agency Guidelines.
- 7.1.25. The AA must put in place proper safeguards to ensure that only those who are authorized to see the results can access the same. The AA shall undertake the process of re-evaluation/re-assessment, as applicable, as per the decision of the AB concerned.
- 7.1.26. The AA (the independent examination vertical of AB in case of bodies with dual recognition), must submit the results to the ABs concerned as per the timelines given in the Operational Manual.
- 7.1.27. The AA must ensure that Grievance Redressal Mechanism as defined in section 5 (point 10) of the Eligibility Criteria of the Assessment Agency Guidelines is in place.
- 7.1.28. The AA must gather and disseminate assessment related information, research, and developments from both national and international sources.

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- 7.1.29. The AA must take all reasonable steps to prevent the occurrence of any malpractice or mal-administration in the assessment process. The AA must establish and maintain, up to date written procedures for the investigation of suspected or alleged malpractice or maladministration, and ensure that such investigations are carried out rigorously, effectively, and by persons of appropriate competence who have no personal interest in their outcome. The AA shall submit a copy of such report to the AB concerned. In case of the cases of serious nature, a copy of the report shall be submitted to NCVET.
- 7.1.30. Any AA which is using online mode for assessment must also provide a link for real time monitoring of the assessment process to NCVET. Others using offline or blended mode of assessment must also provide video clips & pictures of the batch being assessed.
- 7.1.31. Ensure gender parity and affirmative action for **marginalized sections** as for as its staff including assessors and proctors.
- 7.1.32. Ensure establishment of a system to solicit, record, analyze and act upon feedback received from stakeholders like trainees, employers, assessors, training entities and other agencies.
- 7.1.33. Furnish the desired evidence of conformity to the continuation criteria in the stipulated timeframe to NCVET as prescribed under section 4 of the Assessment Agency Operational Manual.
- 7.1.34. Facilitate the **inspection** as per the process laid down by the NCVET as prescribed under section 8 of the Assessment Agency Operational Manual.
- 7.1.35. Conform to the **self-regulation, continuous monitoring and annual review** recommendations as prescribed under section 8 of the Assessment Agency Operational Manual.
- 7.1.36. Conform to the **risk mitigation strategies** as recommended by NCVET under section 7.1 & 7.2 of the AA Operational Manual.
- 7.1.37. Maintain the **repository of learners' assessment data** either through its own inhouse team or through an agency mandated by NCVET;
- 7.1.38. Ensure adherence to data confidentiality & privacy laws, related provisions of signed agreements or contracts.

## 7.2. The AA may, —

- 7.2.1. Develop question bank for each job role being assessed through its SMEs and in consultation with the concerned AB and the industries for maintaining the currency and the relevance of the job role in conformity with the assessment norms of the NSQF aligned and approved qualifications.
- 7.2.2. Ensure the proper conduct of training of Assessors on the specific qualifications to keep them current with the assessment norms as per the NSQF aligned and approved qualifications.
- 7.2.3. Charge reasonable fees in respect of training provided to the Assessors through Awarding Bodies
- 7.2.4. Disseminate information regarding its activities amongst the Awarding Bodies (ABs), industry, learners and other stakeholders.

## 7.3. The AA shall not, —

- 7.3.1. The AA shall not engage in any activity which is in or creates a conflict of interest in the functioning of the AA as an assessment agency,
- 7.3.2. The AA shall not engage in conduct of any trainings on NSQF aligned and approved qualifications, other than ToA;

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- The AA shall not engage in conduct of any training except trainings for corporate/industry who is their clients, on non-NSQF aligned qualifications/courses. However, even in such cases, the AA shall not use/endorse the brand or the logo of NCVET in any manner during the training or in the certificate issued to the learners.
- 7.3.3. The AA shall not use the brand or the logo of the NCVET in any manner not permitted by this agreement.
- 7.3.4. The AA shall not assess any learner/ student/ trainee/ person or group of persons with respect to a NSQF aligned and approved qualification or skill, if recognition for such qualification or skill has not been granted to it; and
- 7.3.5. The AA shall not impede or refuse to co-operate in any inspection or investigation undertaken by the Council or a body/ agency appointed by the Council for the purpose, in so far as it relates to obligations under this Agreement, AA Guidelines and AA Operational Manual.
- 7.3.6. The AA shall not refuse any assessment of training batches allocated well in time as per the Guidelines of NCVET, by any NCVET recognized Awarding Bodies who have on-boarded that Assessment Agency, or by NCVET, on unsubstantiated grounds specially when assessment is scheduled in remote areas/ hilly areas/ disturbed areas or batches are small in numbers. However, in case of any deviation/ dispute, the decision of NCVET shall be final.

## 7.4. NCVET will carry out the following responsibilities under this agreement:

- 7.4.1. Operationalize **detailed Guidelines and Operational Manual** for regulating the Assessment Agencies;
- 7.4.2. May allot the responsibility of carrying out the assessments of particular batches of trainees to the AA in special circumstances for the reasons to be recorded;
- 7.4.3. Overall monitoring and regulation of the Assessment Agencies.
- 7.4.4. Carry out **inspection of the Assessment Agencies** as prescribed under section 8 of the Assessment Agency Operational Manual.
- 7.4.5. Carry out **continuous monitoring and annual reviews** of the Assessment Agency as prescribed under section 8 of the Assessment Agency Operational Manual.
- 7.4.6. Arrive at and publish the annual risk ratings of the Assessment Agency as prescribed under section 7.1 & 7.2 of the Assessment Agency Operational Manual. Carry out online monitoring of Assessment process in real-time for online assessments.
- 7.4.7. Handholding of the Assessment Agency to execute the **risk mitigation** strategies as prescribed under section 7.1 & 7.2 of the Assessment Agency Operational Manual. Review any non-compliance and video recordings stored in system/drive for ensuring compliance.
- 7.4.8. Levy **penalties** on the Assessment Agency in line with NCVET gazette notification as prescribed and under section 7.1 of the Assessment Agency Operational Manual.
- 7.4.9. **Address the grievances** raised by the Assessment Agency in line with the NCVET Grievance Redressal Mechanism and Guidelines.
- 7.4.10. Lay down parameters for the performance rating of assessors, to be used by the Assessment Agency and the same to be reported by the AA periodically to NCVET.

## 8. FINANCIAL OBLIGATIONS OF THE PARTIES

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- **8.1.** NCVET shall not be responsible for any matters pertaining to any fund disbursements relating to the Vocational Education and Training (VET) programmes for which the assessment has been conducted by the Assessment Agency, which may be funded by Ministries, State Governments or by any other agency.
- 8.2. Such financial matters and subsequent liability of payment of assessment fee will be on the Awarding Bodies (ABs)/ implementing agency of scheme concerned strictly as per the guidelines of the Ministries and State Departments funding the programme. For non-government trainings/assessments, the concerned ABs shall be responsible for release of mutually agreed assessment fees within agreed timeframe not later than 2 months from the completion and submission of assessment.

## 9. BREACH OF AGREEMENT GRANTING RECOGNITION AND ACTION FOR SUCH BREACH

- **9.1.** The following circumstances may amount to the breach/ material breach of this Agreement:
  - 9.1.1. Any breach arising due to the non-conformity of the Assessment Agency to the provisions of this agreement shall be the breach of the agreement.
  - 9.1.2. Any breach arising due to the non-conformity of the Assessment Agency to the provisions of Guidelines for Recognition & Regulation of Assessment Agencies 2020 and Operational Manual for Recognition & Regulation of Assessment Agencies 2020;
  - 9.1.3. The AA falling into the medium-risk and high-risk rating as prescribed for monitoring of the AA as provided in the Guidelines for Recognition & Regulation of Assessment Agencies 2020 and Operational Manual for Recognition & Regulation of Assessment Agencies 2020.
  - 9.1.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.
- **9.2.** In case the breach arises due to the medium-risk or high-risk rating of the Assessment Agency during the review the NCVET may take action as indicated below:
  - 9.2.1. Falling into the medium risk rating after first-year of recognition may lead to private warning by NCVET.
  - 9.2.2. Falling into the medium risk rating for two consecutive years after recognition may lead to public warning by NCVET.
  - 9.2.3. Falling into the medium risk rating for three consecutive years after recognition may lead to public warning and NCVET may also levy financial penalty.
  - 9.2.4. Falling into the medium risk rating for more than three years after recognition may lead to suspension by NCVET.
  - 9.2.5. Falling into the high-risk rating after first-year of recognition may lead to public warning by NCVET.
  - 9.2.6. Falling into the high-risk risk rating during two consecutive years after recognition may lead to public warning and NCVET may also levy financial penalty.
  - 9.2.7. Falling into the high-risk rating for continuous three years after recognition may lead to suspension and subsequent de-recognition of the Assessment Agency by NCVET.
- 9.3. Provided that the Council may award compensation/ levy penalty subject to the guidelines framed and issued by the Council in this regard from time to time, which may include the process to be followed, upper limit of such compensation/ penalty with the approval of the Government. Provided further that before taking any action or levying any compensation

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as per the provisions of the NCVET notification due and fair opportunity of being heard shall be provided to all parties by NCVET.

# 10. VIOLATION OF AGREEMENT GRANTING RECOGNITION AND ACTION FOR SUCH VIOLATION

- **10.1.** The following shall be construed as a serious violation on part of the AA:
  - 10.1.1. Any document, information, data or statement submitted by the Assessment Agency in its proposal for recognition, based on which the Assessment Agency was considered eligible for grant of recognition, is found to be false, incorrect or misleading by NCVET at any stage.
  - 10.1.2. Submission of any false documents or information to the Council with an intent to conceal any factual information to mislead the NCVET for getting the recognition as an AA;
  - 10.1.3. Submission of a statement by the Assessment Agency to the NCVET, which the Assessment Agency knows to be false, and which has a material effect on the rights, obligations or interests of the NCVET;
  - 10.1.4. Indulgence by the AA in any corrupt practices, malpractices and/ or fraudulent means in the function of the AA which is found to be true after due inquiry by NCVET.
- 10.2. Provided that the Council may issue such directions as it may deem just and proper including suspension, de-recognition or termination for a serious violation subject to the guidelines framed and issued by the Council in this regard from time to time. Such guidelines may include the process to be followed, actions to be taken, upper limit of such compensation/ penalty with the approval of the Government for any serious violations. Provided further that before levying any compensation/ penalty as per the provisions of the NCVET notification due and fair opportunity of being heard shall be provided to all parties by NCVET.
- 10.3. The actions mentioned in this Agreement on the AA, including imposition of any financial penalties, shall be taken by following due process as specified in paragraph 28 of the Council's notification and necessary guidelines /orders issued by NCVET in this regard from time to time in consultation with the Government.

# 11. SUSPENSION OF THE ASSESSMENT & ASSOCIATED RIGHTS TO THE ASSESSMENT AGENCY

- 11.1. Notwithstanding any other clause(s) in this Agreement, the NCVET may, by written notice of suspension to the Assessment Agency, suspend some or all assessment and associated rights granted to the AA. The recognition of the Assessment Agency may be suspended by the NCVET under the following scenarios:
  - **11.1.1.** For a serious violation on part of the AA as detailed in clause 10.1 of this agreement.
  - **11.1.2.** For a material breach of this Agreement as detailed in clause 9.1 of this agreement.
  - **11.1.3.** Assessment Agency fails to furnish the relevant information as prescribed in Self-Evaluation Form prescribed under **Annexure V** of the Operational Manual for Recognition & Regulation of Assessment Agencies 2020 within one month of the completion of one year of recognition period.
  - 11.1.4. Assessment Agency falls in the high-risk or medium risk category as per the Risk Assessment Framework detailed out in the Guidelines for Recognition & Regulation of Assessment Agencies 2020 and Operational Manual for Recognition & Regulation of Assessment Agencies 2020 released by NCVET during the validity period of this Agreement.

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- **11.1.5.** Any other special circumstances justifying such suspension by NCVET for the reasons to be recorded in writing.
- 11.2. Such an AA, as in Clause 11.1.1 will be given two months' time after suspension to ensure compliance with the Guidelines for Recognition & Regulation of Assessment Agencies 2020 and Operational Manual for Recognition & Regulation of Assessment Agencies 2020 and if such compliances are found satisfactory the recognition of the AA may be restored at the discretion of NCVET.
- 11.3. If the AA is found to be in breach of this Agreement on any other account except under Clause 11.1.1, the NCVET shall issue notice to the AA specify the nature of such breach or the failure on part of the AA and shall provide an opportunity to the Assessment Agency to remedy such breach or failure within a period not exceeding 15 (fifteen) days of receipt of such notice of suspension by the Assessment Agency.
- 11.4. During the suspension period, recognition to the Assessment Agency shall remain suspended and the Assessment Agency shall not take any batches for assessment from any of the Awarding Bodies. Already allocated batches in any of the affiliated Awarding Bodies, who have not completed their training, may also be shifted to any other Assessment Agency authorized to assess the same qualifications at the risk and cost of the Assessment Agency by NCVET.
- 11.5. As soon as the Assessment Agency makes good the deficiency/ deficiencies and ensures compliance as per Guidelines for Recognition & Regulation of Assessment Agencies 2020 and Operational Manual for Recognition & Regulation of Assessment Agencies 2020, within the timelines mentioned in Clause 11.2 and 11.3 of this Agreement, and the same is found satisfactory, the recognition of Assessment Agency may be restored at the discretion of the NCVET.

#### 12. TERMINATION OF THE AGREEMENT

- **12.1. By NCVET**: The NCVET may terminate this Agreement by giving not less than 15 (fifteen) days' written notice of termination to the Assessment Agency after the occurrence of any of the events specified in clause 10 and clause 11 come to its notice and, if:
  - 12.1.1. The Assessment Agency fails to remedy the breach hereof or remedy the failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 11 herein above, the period specified in clause 11 or within such further period as the NCVET may subsequently grant in writing.
  - 12.1.2. The AA has been derecognized on account of any of the following:
    - a. For a material breach of this Agreement as detailed in clause 9.1 of this agreement;
    - b. For a serious violation on part of the AA as detailed in clause 10.1 of this agreement;
    - C. AA fails to ensure compliance with the Guidelines for Recognition & Regulation of Assessment Agencies 2020 and Operational Manual for Recognition & Regulation of Assessment Agencies 2020 even after two months of suspension;
    - d. Any AA found to be engaging in any business practices not allowed under this agreement such as franchisees model;
    - e. The members of the Governing Body of the AA have resigned and/or ceased to function so as to bring down the strength to less than the minimum number of required members for the quorum and Council recommends for derecognition of such AA;
    - f. For any serious conflict of interest to be decided by the Council under the provisions of NCVET Notification dated 5<sup>th</sup> December, 2020.

Opmmy F

- 12.1.3. The Assessment Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- 12.1.4. The Assessment Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 17 hereof.
- 12.1.5. The Assessment Agency submits to the NCVET a statement which the Assessment Agency knows to be false, and which has a material effect on the rights, obligations or interests of the NCVET;
- 12.1.6. Any document, information, data or statement submitted by the Assessment Agency in its Proposals, based on which the Assessment Agency was considered eligible for grant of recognition, is found to be false, incorrect or misleading.
- 12.1.7. As a result of the Force Majeure, as listed in Clause 15 of this agreement
- 12.1.8. A situation of Breach of Agreement as set out in the Assessment Agency guidelines & Clause 9 of this Agreement.
- 12.1.9. The Council decides to terminate this Agreement for any other justifiable reasons to be recorded in writing.
- **12.2. By Assessment Agency:** The AA may, by not less than 30 (thirty) days' written notice to the Council, wherein notice is given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:
  - 12.2.1. The NCVET is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the NCVET and AA may mutually decide) following the receipt by the NCVET of the AA's notice specifying such breach in question, the manner in which such breach has affected the performance of the Services of the AA under this Agreement and the action required from the NCVET with regard to such breach;
  - 12.2.2. As a result of the Force Majeure, the AA is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
  - 12.2.3. The NCVET fails to comply with any final decision reached as a result of arbitration pursuant to Clause 17 hereof.
  - 12.2.4. AA has already given formal intimation to NCVET for surrender of recognition with reasons, at least 60 days prior to issue of such notice.
- **12.3. Cessation of Rights and Obligations:** Upon termination of this Agreement pursuant to Clauses 12.1 or 12.2 hereof, or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease to exist, except
  - 12.3.1. Such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination;
  - 12.3.2. The obligation of confidentiality set forth in Clause 20 hereof;
  - 12.3.3. Any right or remedy which a Party may have under this Agreement or the Applicable Laws.
- 12.4. Cessation of Services and Activities: Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 12.1 or 12.2 hereof, the AA shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services and Activities to a close in a prompt and orderly manner without causing any detrimental effect to the trainees and ongoing batches of trainees or work and service in question.

#### 13. Confidentiality

- **13.1.** Each Party shall keep all trade secret, knowledge, data, or other information relating to the other Party, information relating this Agreement ("Information") confidential.
- 13.2. None of the Party shall issue any public release or public announcement or otherwise make any disclosure concerning this Agreement, and/or the transaction, without the prior approval of the other Party; provided however, that nothing in this Agreement shall restrict any of the Parties from disclosing any information as may be required under applicable Law subject to providing a prior written notice of seven days to the other Party.
- 13.3. Nothing contained herein shall affect the right of the Parties to disclose any Information to their employees, directors, officer, or professional advisers including to their Affiliates on a need to know basis, subject to obligations of confidentiality substantially similar to those as applicable to the disclosing Parties hereunder, and/or to any of the regulatory authorities or other person as required under applicable Law.
- **13.4.** The AA shall ensure confidentiality of storage of assessment material and all stages of assessment process.
- 13.5. The AA shall ensure that in the event of any employee either leaving the organization or being relieved on the behest of organizational requirements shall not leak or carry the data thereby jeopardizing the confidentiality of the information of that agency as well as that of the NCVET which may be construed as unauthorized possession and theft of information. The AA to include appropriate and suitable legal clauses in its terms of service with their employees.

## 14. Data Management, Data Privacy and Data Protection

- **14.1.** The **AA** is mandated to furnish all information/ data pertaining to the recommendations of the AA Guidelines and Manual and as may be prescribed by the Council from time to time and as and when required by NCVET.
- **14.2.** The Assessment Agency must take all reasonable steps to ensure that each learner undertaking assessment of the qualification, which the Assessment Agency is conducting, is registered in a way that permits the learner to be clearly and uniquely identified.
- 14.3. In line with Government of India directives, NCVET and Assessment Agency including the assessors and proctors assigned to all batches should maintain the full confidentiality of the learner's information which shall not be shared or used for any other purpose with any one except in the manner provided under this agreement.
- **14.4.** Data security, privacy & storage guidelines as provided by Government of India must be followed.
- **14.5.** Any non-compliance found at the time of assessment e.g. UID not validated or similar red flags must be informed in writing by AA to NCVET within one week of assessment.

#### 15. FORCE MAJEURE

- **15.1. Force Majeure:** The NCVET or the **Assessment Agency** as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure').
- **15.2. Force Majeure events:** A Force Majeure event means any event or circumstance, or a combination of events and circumstances referred to in this Clause, which:
  - 15.2.1. Is beyond the reasonable control of the affected Party.
  - 15.2.2. Such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care.
  - 15.2.3. Does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement.

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- 15.2.4. Is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- 15.2.5. May be classified as all or any of the following events: Such events include:

#### I. Non-Political Events

- (a) Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- (b) Radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the use of radiation or radioactivity or biologically contaminating material;
- (c) Strikes, lockouts, boycotts, as the case may be not arising on account of the acts or omissions of the AA and which affect the timely implementation and continued operation as mandated in this agreement; or
- (d) Any event or circumstances of a nature analogous to any of the foregoing. Or Any Pandemic like COVID

#### II. Political Events

Change in Law, other than any Change in Law for which relief is provided under this Agreement.

#### III. Other Events

- (a) An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days
- (b) For the avoidance of doubt, it is expressly clarified that the failure on the part of the AA under this Agreement or AA's Agreement with Third Parties to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the AA's Agreement with Third Parties against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event.
- (c) For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider (Both the AA & Third Parties) will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

# 15.3. Notification procedure for Force Majeure

- 15.3.1. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event.
- 15.3.2. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

## 15.4. Allocation of costs arising out of Force Majeure

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- 15.4.1. Upon the occurrence of any Force Majeure Event prior, on or after the effective date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof;
- 15.4.2. For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.
- 15.4.3. Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

## 15.5. Consultation and duty to mitigate

- 15.5.1. Except as otherwise provided in this Clause, the affected party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable.
- 15.5.2. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

#### 16. REDRESSAL OF GRIEVANCES

- **16.1.** The Council has notified the guidelines regarding the system of grievance redressal by stating the obligations of recognized bodies to redress grievances which shall be applicable.
- **16.2.** In discharge of its functions of redressing grievances the Council may
  - 16.2.1. Require the AA, i.e. the recognized bodies to redress grievances of their respective aggrieved persons, including payment of any monetary compensation; and
  - 16.2.2. Provide redressal to an aggrieved person by itself against certain types of grievances relating to the conduct of the assessment agencies.
  - 16.2.3. Provided that before levying any compensation as per the provisions of the NCVET notification due and fair opportunity of being heard shall be provided to all parties by NCVET.
- 16.3. Grievance of the Assessment Agency against NCVET pertaining to NCVET guidelines on regulation and recognition of Assessment Agency shall be resolved in accordance with the "Grievance Redressal Guidelines" to be released by the NCVET.

# 17. DISPUTE RESOLUTION AND ARBITRATION

- 17.1. Any dispute, difference, controversy or claim between the Parties arising out of or relating to this Agreement or the construction, interpretation, breach, termination, or validity thereof ("Dispute"). The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute. If the Parties are unable to resolve the Dispute through negotiation within fifteen (15) days after service by a Party of such a request, then the Dispute shall be resolved in accordance with the provisions of Clauses below in this para.
- **17.2.** All disputes or differences whatsoever arising between the Parties out of or relating to the construction, meaning, operation or effect of this Agreement or breach thereof shall be amicably settled by mutual discussions;

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- 17.3. In the event that the Parties are unable to resolve a dispute as provided in Clause 17.1 and 17.2 above, such disputes or differences shall be referred to the sole Arbitrator to be appointed through mutual consent of the Parties and the Dispute shall be finally settled under the rules of arbitration set out under the Indian Arbitration and Conciliation Act, 1996 by sole arbitrator mutually appointed by the Parties.
- 17.4. The place of arbitration shall be New Delhi only and all the arbitration proceedings shall be conducted in the English language.
- 17.5. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- **17.6.** Each Party shall bear its respective costs of the arbitration, unless arbitrators otherwise direct in their arbitral award.

#### 18. NOTICES AND PROCESSES TO COMMUNICATE

**18.1.** Any Notice or any other communication as prescribed in this agreement shall be made in accordance with the NCVET Communication Guidelines issued from time to time.

#### 19. INDEMNITY

- **19.1.** NCVET shall be under no legal obligation to indemnify or hold harmless, any third party, for any damage such third party might suffer, which may be related to the services provided by the AA under this Agreement.
- 19.2. The AA hereby declares and irrevocably undertakes that it shall defend, hold harmless and indemnify NCVET against all losses, damages or claims or other lawsuits or proceedings that may arise out of breach of any of its obligations under this Agreement, including those arising out of any accident that may occur during or in relation to the services and assume full responsibility for the payment of indemnification, penalties, attorneys' fees, legal costs and other charges subject to the documentary evidences proved thereof.

#### 20. WAIVERS

- **20.1.** Failure by the parties to enforce any rights available to the parties shall not amount to a waiver of any rights available to the parties.
- **20.2.** Neither of the parties shall have the right to assign the benefit (or transfer the burden) of the agreement to another party without the written consent of the other party.
- **20.3.** There are no waivers granted to the Assessment Agency for conformity to the "Continuation Criteria" as specified by the Assessment Agency Guidelines.

#### 21. GOVERNING LAW AND JURISDICTION

- **21.1.** This Agreement, including all matters relating to its validity, construction, performance, and enforcement, shall be governed by, and construed in accordance with Indian Law.
- **21.2.** Subject to the provisions of Clause 17.3 &17.4 providing for arbitration, for any legal proceedings, the Courts at New Delhi shall have exclusive jurisdiction in relation to such proceedings.

## 22. MODIFICATION OF AGREEMENT

Any modification in the terms and conditions of this Agreement, including any modification in the scope of the Services, may be made only by a written agreement which will be an addendum to this agreement between the Parties.

MoM of 7th council meeting held on 12.12.2022

In witness whereof, the parties hereunto set their hands and seals and executed this agreement as of the day/ month/year first above written:

| From and on behalf of National Council for Vocational Education and Training (NCVET) (first party) Signed, sealed and delivered by   | From and on behalf of (second party) Signed, sealed and delivered by                                       |
|--|--|
| National Council for Vocational Education and Training (NCVET) Ministry of Skill Development and Entrepreneurship, Government of India Address: Kaushal Bhawan (Third Floor) B-2, PusaRoad, New Delhi – 110005 e-mail:@gov.in Tel: +91 11 25788001-11 Authorized signatory: Col Santosh Kumar Designation: Secretary to the Council cum Director NCVET | Name of the Assessment Agency Address: e-mail:@ Tel: +91 11 Web Address: Authorized signatory: Designation |
| In the presence of witness:  |  |
| Witness 1 Name Designation:. Address:  | Witness 2 Name Designation:. Address:  |

# **Revised Certificate Templates**

## A. INDIAN ARMY

| Regiment<br>राष्ट्रीय व्यावसायिक शिक्ष<br>(Rec<br>कौशल   | ognised by NCVET<br>योग्यता <b>प्रमाण</b>       | an Army<br>द्द्वारा मान्यता<br>)<br>पत्र                | प्राप्त                           |   |
|--|---|---|-----------------------------------|---|
| प्रमाणित किया जाता है कि श्री / सुश्री / एमएक्स This is to certify that Mr./Ms./Mx)                                | JMAR  | etency  | AWU                               | Photo of Candidate  সদাদৰ প্ৰেয়  Certificate No. : PB000100000-081214            |
| सुपुत्र / सुपुत्री / प्रतिपालित<br>Son/Daughter/Ward of  | जन्म तिथि<br>Date of Birth                      | 05-12-1995  | अनुक्रमांक संख्या<br>Enrolment No | A032082125  |
| ने अहर्ता ∕ जॉब रोल<br>for job role/qualification  |   | ia  |                                   |   |
| গৰখি<br>of Duration <u>510 hrs.</u> ফীহাল  | क्रेडिट<br>Credits                              | 17  | एनसीआरएप<br>*NCrF/*N              | क∕एनएसक्यूएफ स्तर<br>SQF Level5   |
| प्रशिक्षण केन्द्र / मागीदार Training Centre/Partner INDIAN TRAINING  | G CENTRE  | जिला<br>District  | AGRA                              | State UTTAR PRADESH   |
| का आंकलन सफलतापूर्वक<br>has successfully cleared the assessment with91.25% प्रति:<br>%/0                           | शत / श्रेणी के साथ उत्तीर्ण<br>Grade.<br>6-2022 | किया  |                                   |   |
| #-emery file "NOF - National Credit Framework e- Verification link "NSOF - National Skills Qualification Framework | Scheme logo work if applicable                  | Logo of<br>awarding<br>body<br>incase of joint certific | यद<br>हर                          | R Name -<br>t Designation -<br>etart Signature -<br>etificate digitally generated |

# **B. DGT- LONG TERM- NATIONAL APPRENTICESHIP CERTIFICATE**



# C. DGT, LONG TERM - NATIONAL TRADE CERTIFICATE

| NCAEL  |  | <br>महानिदेशाल  |                                   | Photo of<br>Candidate                                     |
|--|--|---|-----------------------------------|---|
|  | व्यावसायिक शिक्षा<br>Recog             | GENERAL OF<br>एवं प्रशिक्षण परिषद्<br>nised by NCVET<br>ाय ट्रेड प्रमाणपत्र |                                   | प्रमामपत्र संख्या<br>Certificate No.:<br>DGT123456789NTCC |
|  |  | Trade Certifica   | te                                | 2011201001001   |
| प्रमाणित किया जाता है कि श्री / सुश्री / एमएक्स<br>This is to certify that Mr./Ms./Mx)           |  |   |                                   |   |
| सुपुत्र / सुपुत्री / प्रतिपालित<br>Son/Daughter/Ward of  | 4                                      | जन्म तिथि<br>Date of Birth  | अनुक्रमांक संख्या<br>Enrolment No |   |
| ने अहर्ता / जॉब रोल / व्यवसाय<br>for job role/qualification/Trade                                | Skil                                   | Undi  | a                                 |   |
| अवधि<br>of Duration from   | to <u>कौशल</u> भ                       | क्रेडिट<br>Credits  | एनसीआरएफ,<br>*NCrF/*NSC           | /एनएसक्यूएफ स्तर<br>QF Level                              |
| औद्योगिक प्रशिक्षण संस्थान / भागीदार<br>Name of the Industrial Training Institute/Par            | tner                                   |   |                                   | राज्य<br>State  |
| अखिल भारतीय व्यवसाय परीक्षा / परीक्षा / निर्धारित<br>has successfully passed the All India Trade |  |   |                                   | ,   |
| जारी करने का स्थान   | unth work wit folks<br>Date of lessue: |   |                                   |   |

# D- DGT- LONG TERM- NATIONAL TRADE CERTIFICATE (DUAL)



# E. DGT-LONG TERM-NATIONAL TRADE CERTIFICATE (FLEXI)



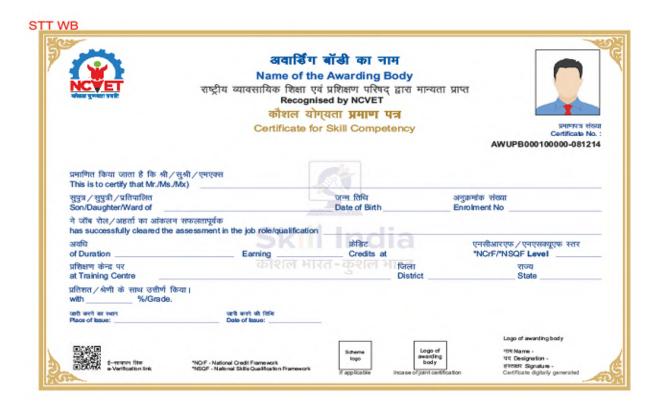
## F. DGT- CERTIFICATE FOR SHORT TERM SKILLING



# G. SHORT TERM SKILLING-UNIVERSITY

| NCVET<br>when grider still  | SHRI VISHW<br>राष्ट्रीय व्यावसायिक<br>(( | वकर्मा स्किल यूनियां<br>/AKARMA SKILL UN<br>शिक्षा एवं प्रशिक्षण परिषद् ह<br>Recognised by NCVET)<br>शल योग्यता प्रमाण पर | IVERSITY<br>रारा मान्यता प्राप | a Poshis  |
|---|--|---|--------------------------------|---|
|   |  | ate for Skill Compete   |                                | Photo of<br>Candidate                             |
| प्रमाणित किया जाता है कि श्री / सु<br>This is to certify that Mr./Ms./M |  |   |                                | Certificate No<br>AWUPB000100000-08121            |
| सुपुत्र / सुपुत्री / प्रतिपालित<br>Son/Daughter/Ward of                 |  | जन्म तिथि<br>Date of Birth  |                                | क्रमांक संख्या<br>rolment No                      |
| ने जॉब रोल/अहर्ता का आंकलन र<br>has successfully cleared the as         |  | alification   | a                              |   |
| अवधि<br>of Duration   | कौश                                      | ल भारत - <mark>देशिट</mark> भा  | रत                             | एनसीआरएफ / एनएसक्यूएफ स्तर<br>_ *NCrF/*NSQF_Level |
| प्रशिक्षण केन्द्र / भागीदार<br>Training Centre/Partner                  |  |   | जिला<br>District               | राज्य<br>State                                    |
| प्रतिशत / श्रेणी के साथ उत्तीर्ण किय<br>with %/Grade.                   | п  |   |                                |   |
| will 76/Glade.  | जारी करने और लिख                         |   |                                |   |

# H. SHORT TERM SKILLING- GENERAL



# I.SHORT TERM SKILLING- RPL

| <b>NCVET</b> पष्ट्रीय व्यावसावि<br>भोतन गुण्नवा भनवि पूर्व   | अवार्डिंग बॉडी का नाम<br>ame of the Awarding Body<br>येक शिक्षा एवं प्रशिक्षण परिषद द्वार<br>Recognised by NCVET<br>शिक्षा की मान्यता के लिए प्रमाणप<br>e for recognition of Prior I | रा मान्यता प्राप्त  Range   प्रमान्यत संख्य  Learning  प्रमान्यत्र संख्य  Certificate No.                  |
|--|--|--|
| प्रमाणित किया जाता है कि<br>This is to certify that  |  | AWUPB000100000-081214  |
| सुपुत्र / सुपुत्री / प्रतिपालित<br>Son/Daughten/Ward of  | जन्म तिथि<br>Date of Birth   | अनुबंध संख्या<br>Contract No.  |
| निर्दिष्ट व्यवसाय में सफलतापूर्वक मुल्यांकन प्राप्त किया<br>has successfully cleared the assessment in the Job Ro<br>अवधि<br>of Duration | oll / Qualification<br>সর্তিব কিয়া<br>having eamed  | क्रेडिट एनसीआरएक / एनएसक्यूएक स्तर<br>Credits at NCrF/NSOF Level   |
| प्रशिक्षण केन्द्र /भागीदार से<br>from Training Centre  | शिल भारत - जिला भारत<br>in District  |  |
| प्रतिशत / श्रेणी के साथ उत्तीर्ण किया  <br>with  | iri  |  |
| I Service file "NOF - National Credit Frame "NOF - National Credit Frame "NSOF - National Skills Qualific                                |  | Logo of awarding body  "ITT Name -  "IT Designation -  FERREY Signature -  Confficient digitally generated |