

Model Agreement between State DTE&IT and VTP

THIS AGREEMENT is made on..... Day of Month..... in the Year 201_

BETWEEN

Punjab State Skill Development Society (Department of Technical Education & Industrial Training Punjab) registered under the Societies Registration Act, 1860, having its registered office at Takniki Sikhia Bhawan Plot No-1. Sector 36-A, Chandigarh represented through the Additional Chief Executive Officer (PSSDS) (Hereinafter called the "State Directorate" which expression shall unless repugnant to the context thereof shall mean and include its administrator, successor in office and assigns) of the one Part.

And

The(Name of VTP) incorporated/registered under the (Name of Society/NGO/Firm) (statutory status of VTP) having their registered office at represented through(Hereinafter called the "**Vocational Training Provider**" or " VTP" which expression shall unless repugnant to the context thereof shall mean and include its successors, heirs, and assigns) of the other Part.

WHEREAS

(a) Punjab State Skill Development Society is a state level society set up under the

Department Technical Education & Industrial Training Punjab to implement Skill Development Initiative Scheme (SDIS), which was launched by Directorate General of Employment and Training (DGE&T), Ministry of Labour and Employment. The SDIS is a Centrally Sponsored Scheme to provide vocational training, test and certify people.

- (b) State Directorate Society released advertisement for selection of qualified and competent Vocational Training Providers (VTP) to impart skill development training.
- (c) The VTP applied to State Directorate Society to take up skill development training program on the behalf of State Directorate Society under SDIS. The VTP represented to State Directorate Society that it has the required professional skills and infrastructure and proposed to offer its Services to State Directorate Society on the terms and conditions as set forth in this agreement;
- (d) State Directorate Society has verified the documents and application form submitted by VTP and carried out physical verification of infrastructure and found VTP to posses the capability to impart skill development training.

NOW, THEREFORE, in consideration of the foregoing it is hereby agreed and declared between the parties hereto as follows-

1. Definitions and interpretations:

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

- 1.1.1 'ABN' means Assessment Batch Number which is a unique number given to a batch for which Assessment is scheduled.
- 1.1.2 'Agreement' means this agreement, any amendments thereto made in accordance with the provisions contained in this agreement signed and, all the documents made part of it.
- 1.1.3 "Assessing Body" or "AB" means an institution empanelled by DGE&T to carry out assessment of the candidates trained by Vocational Training Provider (VTP) or candidates with prior learning.
- 1.1.4 'Assessor' means the person who is competent in carrying out competency based

assessments and administers the assessment on the behalf of the Assessing Body.

- 1.1.5 'Candidate' means a person who attends training or appears for Direct Assessment under SDIS.
- 1.1.6 "DGE&T" means the Directorate General of Employment & Training, Ministry of Labour and Employment, Govt. of India.
- 1.1.7 'Empanelment' means approving the Assessing Bodies to conduct assessment under SDIS.
- 1.1.8 'Guidelines' means the implementation guidelines for Skill Development Initiative Scheme (SDIS), and amendments made thereto by DGE&T.
- 1.1.9 'MES' means Modular Employability Skill modules.
- 1.1.10 'NCVT' means National Council for Vocational Training.
- 1.1.11 'NIMI' means National Instructional Media Institute, Chennai which prepares Instructional media packages for Modular Employability Skills (MES) modules.
- 1.1.12 'Parties' means the parties to this agreement collectively and 'Party' shall mean any of the parties to this agreement individually.
- 1.1.13 'Regional Directorate of Apprenticeship Training' or 'RDAT' means the institution involved in implementation of SDIS with respect to assessment process by assigning training batches for assessment to Assessing Bodies and publishing the results of assessment.
- 1.1.14 "Registration" means allowing VTP to start training on the registered modules.
- 1.1.15 'Scheme' means Skill Development Initiative Scheme (SDIS) that is implemented by the 'DGE&T'.
- 1.1.16 'Services' means the work to be performed by the Assessing Body pursuant to this Agreement.
- 1.1.17 'Skill Development Initiative Scheme' or 'SDIS' means the 100% centrally sponsored scheme to provide skill development training and certification to workers seeking certification of their skills acquired informally, early school drop-outs and unemployed, workers and ITI graduates seeking skill up gradation and previously child labour and their families.
- 1.1.18 'State Directorate' means the state department which implements SDIS on behalf of DGE&T.
- 1.1.19 'TBN' means Training Batch Number which is a unique number given to training

batch which will be run by Vocational Training Provider.

1.1.20 'Third Party' means any person or entity other than the 'DGE&T' or the 'Assessing Body'.

1.1.21 'Vocational Training Provider' or 'VTP' means an institution which provides skill development training.

1.2 The following documents along with all agenda issued thereto shall be deemed to be and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be in order laid down below beginning from the highest priority to the lowest Priority:

1. Guidelines for Implementation of SDIS issued by DGE&T on 11-9-13, 18-10-13, 19-12-13, 13-5-14 and guidelines which may be issued henceforth over the period of this agreement;
2. Operational Manual issued by DGE&T, as amended from time to time;

2. Obligations of State Directorate and VTP –

2.1 State Directorate -

- 2.1.1 Shall advertise about the scheme for mobilization of candidates for training, informing potential VTP about the SDI Scheme and improving the scheme awareness among general public.
- 2.1.2 Shall approve and register VTP to conduct training program under SDI Scheme after inspection of the infrastructure as per the mandatory requirements.
- 2.1.3 Shall approve the course modules in which training can be imparted by VTP.
- 2.1.4 Shall approve the training calendar which is submitted online by the by VTP and facilitate generation of Training Batch Number (TBN) within the time duration as prescribed in the guidelines issued by DGE&T or reject the training calendar by recording the valid reasons.
- 2.1.5 Shall verify the training fee cost claims submitted by VTP, which are generated on the basis of number of candidates present for assessment. The verification shall be done by checking the supporting documents that shall be submitted by VTP as prescribed by DGE&T and the information available in SDIS web portal.
- 2.1.6 Shall verify the boarding & lodging cost claim submitted by VTP which is generated on the basis of the number of candidates enrolled for the training and

the attendance of the candidates.

2.1.7 Shall reimburse the training fee and boarding & lodging fee cost claims which are submitted by VTP, after verification and within the time limit as prescribed by DGE&T.

2.1.8 Shall monitor and evaluate the performance of VTP on timely basis.

2.2 VTP-

2.2.1 Shall issue admission notice, from time to time for the courses that are offered and may also circulate publicity materials such as pamphlets, brochures etc. in order to create awareness about the courses, facilities, etc.

2.2.2 Shall mobilize the candidates who are eligible for getting trained in a specific module for which approval has been granted by State Directorate.

2.2.3 Shall register and enroll candidate in the SDI Scheme web portal by providing all mandatory information. Shall implement Central government /State Government's reservation policy, which is applicable for ITIs, as the case may be.

2.2.4 Shall run only those MES courses for which it is registered with State Directorate.

2.2.5 Shall submit training calendar for approval to State Directorate by indicating the likely start date and end dates, batch wise / module wise.

2.2.6 Shall ensure the availability of infrastructure, tools and equipments as per the requirements for the module as approved by NCVT.

2.2.7 Shall appoint qualified and trained instructional staff and ensure their presence throughout the duration of training.

2.2.8 Shall maintain biometric attendance for all candidates under training and trainers from the time DGE&T sets up the system and until then shall maintain the manual attendance for the candidates and trainers.

2.2.9 Shall provide good quality training to the candidates in the stipulated time with adequate hands-on experience.

2.2.10 Shall forward the batch for assessment to RDAT for allotting Assessing body / Assessor.

2.2.11 Shall coordinate with the Assessor and Assessing body and ensure that assessment is carried out on the scheduled date for all the candidates who appeared for training and are eligible for assessment.

2.2.12 Shall ensure that trained candidates are present and infrastructure, tools &

equipments are available for assessment.

2.2.13 Shall ensure that candidates appearing for assessment, pass the assessment as per the guidelines issued by DGE&T.

2.2.14 Shall ensure that the trained and assessed candidates are provided placements as per the guidelines issued by DGE&T. Shall ensure placement to the candidates after the end of training and assessment by partnering with potential employers.

2.2.15 Shall ensure that the NCVT certificates issued by RDAT are distributed to the candidates as soon as it is received. Shall distribute the certificates issued by RDAT to the candidates within the time limit as prescribed in guidelines.

2.2.16 Shall provide boarding and lodging to all candidates, if applicable.

2.2.17 Shall comply with all processes required to maintain information at the SDIS web portal and shall provide necessary IT infrastructure and manpower for the same.

2.2.18 Shall allow authorized officers of RDAT/DGE&T /State Directorate dealing to inspect the training infrastructure available in its premises for courses/modules under SDI scheme.

2.2.19 Shall not make State Directorate / RDAT / DGE&T / a party in any disputes arising in its premises.

2.2.20 Shall abide by all the instructions prescribed in the Implementation Manual and those issued by DGE&T from time to time.

2.2.21 Shall submit reimbursements claim for training cost and boarding and lodging to State Directorate with the bills and supporting documents as prescribed by DGE&T.

2.2.22 shall apply for incentive or advance payment to State Directorates, if eligible.

2.2.23 Shall refer and follow the process guidelines as notified by the DGE&T and State Directorate from time to time for conduct of any of the training and assessment related activities

3 Term and Termination/ Suspension –

Term – This agreement commences from the date of its signing by both the parties and shall except as hereinafter otherwise provided, remain in force for a period of two years, unless it is extended further with the consent of both the parties.

3.1 Any of the parties, may in writing, terminate this agreement in whole, or in part, at any time before its expiration, by giving a six weeks' notice. The dues of all imparted services till the date of termination shall be settled within one month of such termination.

3.2 Termination for VTP default - Save as otherwise provided in this agreement, in the event of any default or failure on the part of the VTP to fulfill any of its obligations under this agreement, the state directorate may terminate this agreement by giving a thirty (30) days' notice in writing to VTP. The default referred to herein, shall include -

3.2.1 If VTP does not comply with the guidelines issued by DGE&T with respect to registration of VTP, registration and enrollment of candidates, training process, assessment process and any related process as mandated in the guidelines.

3.2.2 If the VTP colludes with assessor or assessing body or government officials and carries out or reports biased and incorrect information.

3.2.3 If it is discovered at any stage that VTP has furnished the false claims or provided misleading information, document, data or statement with respect to registration and enrollment of candidates, conduct of training or any other aspect related to the program.

3.2.4 If it determines at any time that representatives of VTP were engaged in corrupt, fraudulent, coercive or restrictive practices during the selection process or during the currency of this agreement and VTP has taken timely and appropriate remedial action, satisfactory to DGE&T.

3.2.5 VTP is adjudged 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 is in the process of being liquidated, dissolved, wound up, amalgamated or reconstituted in a manner that would cause, in reasonable opinion of State Directorate, a material adverse effect.

3.2.6 VTP fails to comply with the award passed in the arbitration proceedings.

3.2.7 VTP fails to comply with the decisions of State Directorate.

3.3 Termination for State Directorate default – Save as otherwise provided in this agreement, in the event of any of the default /event specified below, the VTP may, by giving a thirty (30) days' notice in writing to State Directorate ,

terminate this Agreement, if:

3.3.1 State Directorate is in material breach of its obligations under this Agreement and has not cured the same within thirty (30) days (or such longer period as VTP may have subsequently agreed to in writing) after the receipt of such notice specifying breach.

3.3.2 State Directorate fails to comply with the award passes in the arbitration proceedings.

3.4 **Suspension** - State Directorate may declare VTP ineligible or may suspend, either indefinitely or for a specified period, if at any time, it is determined by it that VTP, directly or through an agent, has been engaged in corrupt, fraudulent, restrictive or coercive practices in registration, or in executing this agreement or did not comply with the guidelines issued by DGE&T.

3.5 State Directorate, VTP and any other stakeholder involved in the implementation of SDIS shall observe the highest standard of ethics during the execution of the Agreement. For the purpose of this Article -

"Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in this agreement execution.

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of this agreement.

"Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of this agreement.

"Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among organizations with the objective of restricting or manipulating the selection process or the execution of this agreement.

4. **Force Majeure** – Neither Party shall be liable for default, failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such default, failure or delay is caused due to a ' Force Majeure' event, and includes, but not limited to, riots, civil commotion, wars, hostilities between

nations, government laws, orders regulations, embargos, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar events, beyond the reasonable control of the affected party. In the event that either party is wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this Agreement due to Force Majeure event, such party shall give written notice to the other party in writing as soon as possible after the occurrence of such event, by giving full particulars of the reason for such prevention or hindrances, and the parties shall, in good faith, consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

5. **Arbitration** - In the event of any dispute or difference relating to this agreement between the parties hereto, such disputes or differences shall be resolved by mutual consultation. If such resolution is not possible, then the unresolved disputes or differences shall be referred for adjudication through Arbitration by a Sole Arbitrator to be appointed by the Director General, DGE&T, Ministry of Labour and Employment on the recommendation of the Secretary, Ministry of Labour and Employment, Government of India. The arbitration shall be concluded in accordance with the provision of Arbitration & Conciliation Act, 1996 (26/96) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to arbitration proceedings. The venue of such arbitration shall be at Delhi or any other place in India, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the each party.

6. Miscellaneous

- 6.1 **Amendments** - Any amendments/ modification to this agreement can only be made in writing signed by both the parties.
- 6.2 **Participation in similar activity** - This agreement in no way restricts any of the parties from participating in similar activities with other public or private agencies, organizations, and individuals. However VTP shall inform State Directorate before participating in any similar activity with other agencies.
- 6.3 **Authorized Representatives** - By signing below, the individuals signed in this document as representatives of State Directorate and VTP are authorized to act in their respective areas for matters related to this agreement.
- 6.4 **Notices** – Any notice or other communication to be given by any party to the other party under or in connection with the matters contemplated by this agreement shall be in writing in English language and shall be sent to the following address. Any change may be notified to the other party in writing –

(I) In case of State Directorate Society Complete contact address of State Directorate	Member Secretary Cum Chief Executive Officer, Punjab State Skill Development Society cum Director, Department of Technical Education & Industrial Training Punjab, Takniki Sikhia Bhawan Plot No 1-A Sector 36-A, Chandigarh.
(II) In case of VTP (Complete contact address of VTP)	

The parties hereto have executed this agreement as of the date and the year first written above.

In WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and the year first above written.

For & on behalf of Punjab State Skill Development Society cum Director, Department of Technical Education & Industrial Training Punjab, Takniki Sikhia Bhawan Plot No 1-A Sector 36-A, Chandigarh. (Name of the Society/State Directorate)	For & on behalf of (Name of VTP)
Name: Designation:	Name Designation:
Date:	Date:
Duly authorized by the A.O.A of the Punjab State Skill Development Society in the Presence of following witnesses.	Duly authorized vide resolution No. dated Board of Directors of (name of Company)/A.O.A of the (name of society) /etc (should be mentioned now authorized)
Witness-1 Signature Name:- Address:	Witness-1 Signature Name:- Address: