**Schedule 1**

**VTAAP Agreement**

This Assessment Partner Agreement is executed on ………….day of ………... 2019, at Bengaluru, between:

SKILL MISSION, which expressions shall include its subsidiaries, affiliates, associates, legal assigns and successors (herein after referred to as “SKILL MISSION”).

And

………………………………………….., a Company / Establishment / Trust / Society / Association registered under\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its registered office at ……………………………………, which expressions shall include its permitted assigns, associates and successors, (herein after referred to as “Vocational Training Assessing Agency Partner” or VTAAP)

SKILL MISSION & VTAAP is also referred individually as Party 1 and Party 2.

AND WHEREAS there is a need to train the youth in relevant skills so as to make them employable in the value chain across the Various Sectors, where it is envisaged that the availability of skilled manpower is one of the major challenges to sustain the expected growth and development of the State of Karnataka.

AND WHEREAS SKILL MISSION, funded by the Government of Karnataka is primarily engaged in the domain of skill development, in the areas of conducting research related to skill development, developing training course curriculum & training modules, training the trainers, assessment and certification of trainers and students.

AND WHEREAS SKILL MISSION conducts skill trainings by leveraging existing training facilities and partnering with agencies that have the facility, and experience in conducting such training programs; it is responsible for independently assessing the students/ candidates undergoing such trainings as part of Quality Assurance of the skilling Infrastructure.

AND WHEREAS the VTAAP……………………………………….. has been established to …………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………….………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………….(brief about the VTAAP)

AND WHEREAS the Parties desire to structure a relationship and enter into this Agreement so as to offer assessment of students enrolled in skill development training program for employment for which both the Parties shall deploy their core competencies.

**1. DEFINITIONS & INTERPRETATIONS**

1.1 In the Agreement, in addition to the words and expressions above, unless there is something in the subject or context inconsistent therewith, the following expressions shall have the following meanings:

a. Agreement means the VTAAP Agreement together with the Schedules, any Amendments/ Modifications hereto attached provided that such Schedules Amendments/Modifications have been executed in accordance with the procedures outlined in the Agreement.

b. Applicable Laws mean various Statutes, Legislations, Rules and Regulations, Notifications etc. as and to the extent the same is applicable to the Parties and substratum of this Agreement.

c. Person means an individual, company, body of individuals, whether incorporated or not.

d. Assessment aids means and includes all hardware, software, equipment, or any other means used for assessment of trainees.

e. Aspirant / Trainee means an individual selected for the training program by the Training Partner(s)of SKILL MISSION any other agency or department of Government of Karnataka.

f. Assessor means an individual engaged by the VTAAP and certified/approved by SKILL MISSION, for assessing Trainees.

g. Training program means generally a program of defined duration, organized by the Training Partner and certified/approved/organised by SKILL MISSION any other agency or department of Government of Karnataka and in accordance with the terms of this Agreement, for imparting training to the selected Trainees.

h. Successful assessment of trainee means that the Trainee has passed all the qualifying tests and has been assessed successfully by the VTAAP affiliated by SKILL MISSION for this purpose.

i. Certificate means any authentication document issued to the Trainee on successful assessment by SKILL MISSION any other agency or department of Government of Karnataka.

j. Curriculum means and includes the syllabus/curriculum outline/curriculum standard/content for the courses offered by the Training Partner/SKILL MISSION any other agency or department of Government of Karnataka.

1.2 This Agreement will be interpreted based on the following principles:

a. All interpretations will secure the primary object of this Agreement set out In Clause 2.

b. This Agreement reflects the complete understanding as on date of its execution amongst the Parties for the services to be rendered by SKILL MISSION & the VTAAP.

c. Where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is a holiday, then the act, matter or thing shall be carried out or performed on the next following business day.

d. Headings are for convenience only and shall not affect the interpretation of a Clause.

e. Words importing singular shall include plural and vice verse, gender shall include all gender.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES TO ENTER INTO AN AGREEMENT HERETO AS UNDER:

**2. PURPOSE**

The purpose of this Agreement is to establish a partnership between the Parties for assessment of trainees in one or more of the several occupations related to Sectors under which training is imparted by accredited VTPs and TCs of Skill Mission and any other agency or department of Government of Karnataka.

**3. SCOPE & OBLIGATIONS OF THE PARTIES**

3.1 SKILL MISSION shall be responsible for.

a. Defining the qualification standard of the training program.

b. Setting the qualification standards for the Assessors .

c. Setting the qualification standards for the Trainee

d. Training, Assessing & Certifying the Assessors of the VTAAP

e. Providing assessing standards for the trainees as well as assessors

f. Accrediting and approving the existing assessment methodology of the VTAAP provided it meets the accreditation criteria of SKILL MISSION.

g. Providing the list of assessment aids and equipment required for assessment.

h. Overall guidelines of the assessment and their continual improvement

i. Certification of Trainees

j. Maintaining a data base for Trainees who have successfully completed the training and assessment

k. Assist in Coordination with Training Partners

l. SKILL MISSION will validate the results of the assessment undertaken by assessors as per the qualification packs and share the results.

m. After the completion of result and associated documentation SKILL MISSION will pay the Assessment Partner the amount for assessment fees as per the agreed terms.

3.2 VTAAP shall be responsible for/to:

a. Providing suitable assessment aids to conduct the assessment in accordance with the requirements stipulated by SKILL MISSION.

b. Identification & short listing of Assessors as per the qualifications stipulated by SKILL MISSION

c. Providing adequate administrative support to the assessor working in the field.

d. Supervision of the Assessment

e. Ensuring safe custody of the data/information provided by SKILL MISSION.

f. Provide support in pre–screening tasks and work with the SKILL MISSION to update agency details on to the SDMS.

g. Co-ordinate and Liaise with training partners to get information about commencement of training batches.

h. Certified assessors to carry out assessments.

i. Undertaken as per the pre–defined format and in accordance with each of the performance criteria outlined in respective qualification packs.

j. Exercise happens within the stipulated timeline and that on–site visits are conducted by the agency to cross–check for quality and transparency of assessment exercises.

k. Carry out assessment within timeline given and provide results within 2 days of assessment

**4. SCOPE OF ASSESSMENT**

4.1 The VTAAP shall do assessment of the modules as per directions of the Skill Mission.

4.2 The VTAAP shall conform of the curriculum/ syllabus & course content as determined by SKILL MISSION/ obtained from SKILL MISSION.

4.3 The VTAAP shall use the Assessment Format/criteria / training content, trainee/trainer manuals and any other material provided by SKILL MISSION, exclusively for the purpose of assessment of training program(s) covered under this Agreement. Any material provided by SKILL MISSION shall not be reproduced, copied, transferred, sold or assigned to any other person/party by the VTAAP, directly or indirectly, without the written consent of SKILL MISSION.

**5. ENGAGING/HIRING ASSESSORS**

5.1 It shall be the responsibility of the VTAAP to engage/hire suitable and qualified number of Assessors for doing assessment.

5.2 The Assessors engaged/hired by the VTAAP shall be certified and approved by SKILL MISSION before being authorized to conduct the assessment. As per the policy they will have to qualify for QPs of a level higher than they will assess.

5.3 Assessors may be required to obtain re-certification based on modification/ up-gradation of the training module and as decided by SKILL MISSION.

5.4 The VTAAP shall not deploy/engage any assessor for SKILL MISSION assessments who has not been certified and approved by SKILL MISSION.

**6. COMMERCIAL TERMS**

The Commercial Terms related to this Agreement shall be as per this Agreement.

**7. BOOKS OF ACCOUNTS**

The VTAAP shall keep separate and proper books of account as per Indian Accounting Standards and as prescribed by SKILL MISSION from time to time, to reflect completely and accurately, the particulars of all transactions related to this Agreement.

**8. REPORT & DOCUMENTATION**

8.1 The VTAAP shall maintain:

a. Documentation of assessment and trainee or training partner feedback.

b. Attendance of Trainees, Assessors in all assessments

c. Documents & reports as desired by SKILL MISSION for transactions related to this Agreement.

8.2 The VTAAP shall provide assessment reports in a time period as prescribed by SKILL MISSION.

8.3 The Training Partner shall provide such other reports, though not limited to, monitoring & evaluation, financial information etc required by SKILL MISSION for audit purpose.

**9. AUDIT & COMPLIANCE**

The VTAAP shall cooperate with SKILL MISSION and provide all assistance to enable auditors/assessors engaged by SKILL MISSION to view the records whenever desired by SKILL MISSION.

1. **INTELLECTUAL PROPERTY RIGHTS & NON DISCLOSURE**

The VTAAP disclaims any right to or interest in SKILL MISSION trade mark/s and copyrights relating to the methods, the programs, courseware, operation manuals, information, material and services made available by SKILL MISSION and the goodwill derived there from and further agrees not to divulge or disclose information, procedures, technical and other information and programs made available by SKILL MISSION, confidential or proprietary to SKILL MISSION. VTAAP shall, upon expiry or termination of this Agreement, cease to use scope/syllabus /curriculum outline /curriculum standard/content, of which the exclusive rights vest with SKILL MISSION.

**11. USE OF SKILL MISSION NAME & LOGO**

The VTAAP will seek and obtain prior written approval from SKILL MISSION for using its name and promotional material during performance of work under this Agreement. Any violation of this clause shall be treated as an event of breach and shall result in termination of this Agreement.

1. **INDEMNIFICATION**

SKILL MISSION 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 VTAAP under this Agreement. VTAAP hereby declares and irrevocably undertakes that it shall defend, hold harmless and indemnify SKILL MISSION against all loss, damage 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 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.

**13. MODIFICATION**

13.1 This Agreement may be modified, through a written document signed by duly authorized representatives of both Parties.

In the event the VTAAP is required to close its activities for any reason beyond its control, the VTAAP shall provide at least 60 days prior written notice in that regard to SKILL MISSION and obtain its prior approval before closure of its activities. The VTAAP shall continue its activities during the above notice period in such a manner, which shall not prejudicially affect the interest of SKILL MISSION, and to also ensure that the assessment of undergoing batch completes its tenure till SKILL MISSION’s final assessment / completion.

**14. DISPUTE RESOLUTION**

14.1 This agreement shall be governed according to the Indian laws and each Party shall submit, only and exclusively, to the jurisdiction of the Courts at Bangalore, Karnataka.

14.2 Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this Agreement or in relation to the subject matter contained in this Agreement shall, in the first instance, be resolved mutually between the Parties and in the event of non-resolution, the matter shall be referred to arbitration.

14.3 Arbitration proceedings shall be held in Bangalore in accordance with the Arbitration and Conciliation Act, 1996 and procedures established for the purposes of regulating and determining matters relating to or arising to or arising from arbitration. Both the Parties shall mutually appoint one arbitrator failing which; the dispute shall be decided by an arbitration panel consisting of 3 arbitrators. Each Party shall appoint one arbitrator and both the arbitrators so appointed shall appoint a third arbitrator, who shall preside over the arbitration proceedings. Any decision, determination or award of the Arbitrator/s shall be binding on the Parties. Unless otherwise decided by the arbitrator/s, the cost of arbitration shall be shared by the Parties in equal proportion.

**15. COMPLIANCE WITH LAWS**

15.1 The Assessment Partner at all times and as its expense shall strictly comply with all applicable Laws, Rules, Regulations and Government orders, relating to its performance under this Agreement.

15.2 The Assessment Partner shall pay all fees and chargers required under any Law, Rule or Regulation and maintain in full force and effect all licenses, authorizations and registrations from all Government departments and agencies to the extent necessary to perform its obligation under this Agreement.

**16. FORCE MAJEURE**

The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this Agreement and such act or event is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence. Neither Party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly, from Force Majeure Events such as acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lighting strike, etc. In such a case the affected Party shall notify the other party of the occurrence of such Force Majeure Event and should as a consequence, the performance under his Agreement be prevented for a period longer than 30 days, then the other Party shall have the right to terminate this Agreement.

**17. SEVERABILITY**

If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement, through a written document signed by duly authorized representatives of both Parties, and the other provisions hereof shall remain in full force and effect.

**18. TERMINATION**

18.1 SKILL MISSION may terminate this Agreement upon 30 calendar days notice in writing on occurrence of any of the events below:

a. If the Assessment Partner does not remedy any failure in the performance of its obligation under the Agreement within 30 days of being notified of such a failure or within such further period as approved by SKILL MISSION.

b. If the Assessment Partner fails to pay any dues as per the Financial Considerations.

c. If the Assessment Partner becomes insolvent or bankrupt.

d. If, as a result of Force Majeure event, the Training partner is unable to perform its obligation under this Agreement.

e. If the Assessment Partner uses SKILL MISSION name and promotional material without prior written consent, in contravention of Clause 12.

18.2 The Assessment Partner may terminate this Agreement upon 7 calendar days notice in writing on occurrence of any of the events below:

a. If SKILL MISSION fails to perform any of its obligation under this Agreement

b. If, as a result of Force Majeure event, SKILL MISSION is unable to perform its obligation under this Agreement.

18.3 The termination of this Agreement shall not prejudice or affect in anyway, the rights and benefits accrued or liabilities and duties imposed on the Parties of this Agreement.

18.4 Upon termination, the Assessment Partner shall:

a. Cease to conduct SKILL MISSION certified/ accredited Assessments .Hand over all material, including assessment aids related to the program or otherwise provided by SKILL MISSION

b. Hand over all registers, documents and supporting papers related to this Agreement.

18.5 Irrespective of the cause of termination of this Agreement, SKILL MISSION shall have absolute right to replace the Assessment Partner with any other suitable partner and the Assessment Partner shall have no rights to claims whatsoever in this regard.

**19. NOTICES**

All notices required or permitted by, or made pursuant to, this Agreement shall be in writing and shall be sent in person or by facsimile or by registered post, return receipt requested and postage prepaid, to the following addresses:

SKILL MISSION:

……………………………………….

If to Assessment Partner:

……………………………..

…………… (Address)

This Agreement is executed on the official stationery of SKILL MISSION, in two counterparts, both of which together shall constitute one instrument and each of which shall be an original to be retained by either party.

IN WITNESS WHREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN

**For Skill Mission For For VTAAP**

(Authorized Signatory) (Authorized Signatory)

Name: Name:

Witness 1 Witness 1

Witness 2

Witness 2

Place: Place:

Date: Date: