

ON RS. 100/- NON JUDICIAL STAMP PAPER

ANNEXURE-B

SLA (TP)

POWER SECTOR SKILL COUNCIL

MEMORANDUM OF ASSOCIATION CUM SERVICE LEVEL AGREEMENT

This Memorandum of Association cum Service Level Agreement is executed on the day of, 2015, at New Delhi, between:

Power Sector Skill Council (PSSC), a society, registered under section 25 of the Companies Act, 1956 and the Companies Act, 2013 and having its registered office at **Plot No. 4, Institutional Area, CBIP Building, 2nd Floor, Malcha Marg, Chanakyapuri, New Delhi – 110 021** is a nominated entity will ensure and promote skill development and vocational education in the Power Sector (hereinafter referred to as the **Power Sector Skill Council**, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through **Mr. Vinod Behari, CEO, PSSC, authorised by Governing Board of PSSC;**

And

....., a company, registered under, having its registered office at....., in the area/s of.....(herein referred to as the/ **Second Party**, which expressions shall, unless it be repugnant to the subject or context thereof, include its permitted assigns, associates and successors assigns) acting through,(Designation) of

Whereas, **PSSC** and.....are hereinafter individually referred to as "**Party**" and collectively known as "**Parties**".



And Whereas Power Sector Skill Council (PSSC) is a Not-for-Profit organization under the Indian Companies Act, 1956 and the Companies Act, 2013, to the extent applicable. The Council is registered on the under section 25, sub section1, clause (a) of the Companies Act, 1956. It was incorporated on _____ and its objective is to create a credible and effective mechanism with the support of relevant and interested stakeholders for managing the task of skill development across the country for meeting the current and future skill needs of the Power industry. With a Vision to be the leading and apex body of the Power sector and main task will be develop skill competency standards and qualifications, bench marking it with international standards and to work with the Power industry to train existing workforce and new inductees in PPP mode and advocacy of Services by ensuring Right Skills in the Right Place at the Right Time.

PSSC aims to develop skills competency, occupational standards, carry out, execute, implement aid and assist activities towards skill development in the Power Sector in India and meeting the entire value chains' requirements of appropriately trained manpower in quantity and quality on a sustained and evolving basis and outcomes which shall meet the Power Sector expectations thru ethical, transparent and effective management of the Power Sector Skill Council.

And whereas, the Second Party , is an organization engaged in

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Now, thereforeas a Training Provider (TP) under the provisions of NSDC and PSSC schemes of Government of India being implemented by NSDC through PSSC shall also confirm and abide by all the provisions and compliances agreed and signed herein the Memorandum of Understanding between both the parties.

Now, therefore, this Memorandum of Association cum Service Level Agreement is made under the following terms and conditions mutually agreed by PSSC and

- (i) The Training Partner (TRAINING PROVIDER) will align the curriculum and courseware to the Qualification Packs and the National Occupational Standards for each trade as set by the Power Sector Skill Council.
 - (ii) The Training Providers will give an undertaking to the PSSC that the trainers at the participating centres are qualified to handle the training program as per the QP and NOS set by PSSC.
 - (iii) All Training Provider's should have adequate lab infrastructure workshop facilities, etc. as per the guidelines set by PSSC.
 - (iv) A Training Provider will enter the student/trainees details into SDMS as required by NSDC/PSSC and will ensure full compliance in this regard.
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- (v) Training Provider will be held liable for any wrong or misleading information put into the Skill Development Management Software (SDMS).
 - (vi) The Training Provider will ensure all candidates have a UID number/authorized Id card/Aadhaar Card as applicable for the NDSC Scheme. The TRAINING PROVIDER shall provide adequate assistance to the trainee to facilitate the UID number/Bank Account in case the student does not have one. Nearest Common Service Centre (CSC) will facilitate to fasten the process.
 - (vii) It will be the responsibility of the Training Provider to update the UID information of the trainee. The Training Provider will be liable for any incorrect information entered into SDMS.
 - (viii) The Training Provider will have to ensure that the start and end date of every batch is entered into SDMS. In case of any delay in the information provided – the TRAINING PROVIDER will be liable for the same.
 - (ix) The Training Provider can chose to facilitate economically weaker section of trainees (with a below poverty line (BPL) card) by providing credit facility on the training fee only, wherever applicable.
 - (x) Necessary fees towards training including assessment fee etc., wherever needed, has to be collected by the Training Provider in full at the time of enrollment. This money collected by the 'Training Provider' from the student has to be transferred electronically to PSSC the same day. Training fee including assessment fee for training under PMKVY scheme will be as per guidelines in process manual of PMKVY scheme.
 - (xi) In the eventuality of student dropping out of the training program, the fee will be non –refundable.
 - (xii) It will be the responsibility of the Training Provider to enter the correct fee amount given and credit given to the trainee.
 - (xiii) Training Provider has to enter the receipt number clearly depicting the fee taken and credit given to the trainee.
 - (xiv) In the event of dispute, TRAINING PROVIDER will be the only party responsible.
 - (xv) Training Provider will be expected to provide the training as per the promised schedule to the trainees and ensure that the trainees are adequately skilled as per the performance criteria defined in the QP and NOS
 - (xvi) A maximum batch of 30 candidates per trade to be considered for training/assessment.
 - (xvii) The Training Provider will intimate Assessment Body and PSSC at least 20 days before the date of conduct of test.
 - (xviii) The trainee will be allowed to take the assessment as many times as the trainee wants by paying the assessing fee each time. The assessment fee has to be transferred to the PSSC each time.
 - (xix) Only Indian nationals can participate in the scheme.
 - (xx) PSSC will declare the results in 10 working days after the assessment and send PDF of certificates to training partners.
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- (xxi) The Training Provider will have to issue the certificates/Smart Card to the trainee within 2 working days. Any delay will be the liability of the Training Provider.
 - (xxii) In the eventuality of student dropping out before taking the assessment at least once, the Training Provider or the trainee will not be eligible for refund, if applicable.
 - (xxiii) The Training Provider shall abide by this Service Level Agreement and will be valid for a period from the date hereof till one year. Training Provider agrees to pay PSSC an annual fee of Rs. 25,000/- per centre.
 - (xxiv) The Training Provider should inform in writing PSSC at least one month in advance in case of their intention to discontinue the services to be provided under this agreement and handover all the documents and material which the Training Provider will be possessing. The Training Provider is obliged to complete the trainings that have already been committed and planned, prior to such termination date of notice aforesaid. Similarly PSSC also can discontinue the services of TP with one month notice.
 - (xxv) Committed share of fee/revenue shall be payable only on successful delivery of the programme and on completion of such formalities, as may be required/prescribed. Reward money will be paid to the trainee as per provisions of PMKVY scheme. For this purpose, opening of Bank Account and entering into necessary agreement shall be ensured by Training Provider.
 - (xxvi) Cost for Training of Trainers will be borne by Training Provider as per actuals to be decided by PSSC.
 - (xxvii) In no event, shall any Training Provider's aggregate liability under this Agreement exceed the total consideration of fee revenue share of Training Provider received from PSSC and in no event PSSC be liable for any indirect, special, incidental, consequential damages (including loss) directly or indirectly arising out of breach of this Agreement, whether in contract, or otherwise, and whether or not such damages resulting from any breach, damage, even if Training Provider has been advised of the possibility thereof.
 - (xxviii) After such discontinuation of service, The Training Provider shall cease to have the privilege of possession and\or use of such documents and material provided by PSSC
 - a. In case of any disputes between the Parties under this Agreement with regard to interpretation, or as to rights, duties or liabilities thereunder or otherwise the Parties will endeavour to resolve the matter through mutual negotiations. In case the dispute remains unresolved for a period of thirty (30) days, the Parties may refer the dispute to a sole arbitrator to be mutually decided between the Parties under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be at New Delhi and the language of arbitration shall be in English. The governing law of this Agreement shall be laws of India and the courts of New Delhi shall have the exclusive jurisdiction to deal with this Agreement.
 - b. PSSC and Training Provider shall nominate a single point of contact for respective parties for better coordination.
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- (xxix) This Agreement, along with Annexure, along with work orders, amendments thereof supersedes all previous arrangements, understanding, (written or oral) and arrangement between the Training Provider and PSSC in respect of the subject matter contained and represents the entire understanding between PSSC and Training Provider in respect thereof. Any amendments to this Agreement shall be on mutual consent in writing of authorised representatives of the Parties.
- (xxx) If any provision of this Agreement is found to be illegal, void or unenforceable under law, the Parties will cooperate to obtain substantially the same result that provision is intended to provide, either through amendment, modification or alteration to the minimum extent possible to make such provision valid, legal or enforceable. If no such changes are possible, the provision shall be deemed to be deleted and the rest of the provision shall continue to be applicable and the remainder of the provisions shall continue to be enforceable and in full force and effect.
- (xxxi) Any variation or waiver of any of the terms of this Agreement shall not be binding unless set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the parties.
- (xxxii) Changes to MOU: Any requested change to this MOU shall be communicated to the other party by email, and if the other party is in agreement with the requested changes, the parties shall promptly advise and execute an updated version of this MOU as needed.

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

For Power Sector Skill Council
(Authorized Signatory)

For TRAINING PROVIDER
(Authorized Signatory)

Name:
Designation :

Name:
Designation :

Witness 1
Name
Place: New Delhi

Witness 2
Name
Place:

