AGREEMENT

Under the National Vocational Education Qualification Framework [NVEQF]

Between

All India Council for Technical Education (AICTE), New Delhi

And

National Institute of Electronics & Information Technology (NIELIT), New Delhi

Date: 26th November, 2013
AGREEMENT

This Agreement is entered into and executed on this 26th day of November, 2013 at New Delhi.

BY AND BETWEEN

All India Council of Technical Education (hereinafter called “AICTE”), a Statutory Body of Ministry of Human Resource Development, Govt. of India, established under the All India Council for Technical Education Act, 1987 represented by its Chairman, having its office at 7th Floor, Chanderlok Building, Janpath, New Delhi 110 001 which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART

AND

National Institute of Electronics & Information Technology, (hereinafter referred to as the “NIELIT) a company registered under the Company Act, 1956, through its Chief Managing Director having its registered/approved office at Electronics Niketan, 6, CGO Complex, New Delhi 110 003 (which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their executors, administrators and assigns), party of the SECOND PART.
**WHEREAS**, the All India Council for Technical Education has initiated a scheme to provide competency based skills under the National Vocational Educational Framework (Herein after to be referred as NVEQF);

**WHEREAS** in terms of the said scheme launched by All India Council for Technical Education, the AICTE has extended invitation to various institutions to join as Skill Knowledge Providers to provide Competency Based Skills and to apply for being approved for the conduct of Vocational Education Programmes to be conducted in Engineering Institutions, Polytechnics and other Colleges;

**WHEREAS** under the scheme a Skill Knowledge Provider is required to perform the role and function of providing hands on skill training in a specific sector i.e. in the Automobiles Sector, Skill Knowledge Provider shall be the service centre of authorized automobile manufacturers located preferably all over the country or in the IT Sector, the Skill Knowledge Provider shall be the training sector of authorized IT Company located preferably all over the country. The Skill Knowledge Provider could also be one who is established for imparting hands on skills or training in a respective sector and may not be representing the sector based industry or company;
WHEREAS the First Party is to participate as a Regulator under the National Vocational Education Qualification Framework (NVEQF);

WHEREAS the Second Party has expressed its keen interest and desire to be a key partner in the execution of the National Vocational Educational Qualification Framework in terms of the objectives of the scheme and policy as highlighted and specified in the said framework and particularly in view of the desire and interest of NIELIT to join and partner with AICTE in providing competency based skills through its centres which shall act as Skill Knowledge Provider for the purposes of the scheme;

WHEREAS Both parties have held discussions and agreed for collaboration for conducting Vocational Education Programs under the education scheme of the NVEQF, whereby NIELIT will impart and award credits for the “Academic’ content” of the curriculum on its own, or partner with such other AICTE approved Institutes and will provide skill training through its training centres called NIELIT - SKP’s and will impart and award credits for such Academic and / or ‘Vocational’ or ‘Skill oriented training’ content of the curriculum to the registered students.
WHEREAS The Second Party has registered itself with the All India Council for Technical Education (AICTE) and obtained approval thereof to participate as NIELIT Academic Centre and / or ‘NIELIT - Skill Knowledge Provider/s’ (NIELIT - SKP/s in short) under the National Vocational Education Qualification Framework (NVEQF);

THEREFORE, both the parties hereby agree that the Skill Development Centres of NIELIT, as approved and recognized by NIELIT and registered with AICTE from time to time shall be known as and act/perform the role of “Skill Knowledge Providers” under the scheme to conduct Vocational Educational Programme initiated by AICTE under National Vocational Educational Qualification Framework, on the following terms and conditions:-

1. The NIELIT agrees that centres approved and recognized by NIELIT and registered with AICTE [herein after to be referred as “NIELIT-SKP”], as mentioned in schedule 1 to this agreement shall act and perform the role of Skill Knowledge Provider to provide hands on skill training in specific sector such as Telecom and Mobile Communication.

2. The NIELIT agrees and undertakes that its NIELIT-SKP as specified in schedule 1 to the agreement shall register with AICTE for conduct of
training modules under the Vocational Educational Programme and shall perform following functions:

a. Announce the schedule of module for calendar year.

b. Register students for the modules and upload the same on AICTE website.

c. Conduct the modular training.

d. Conduct examination/evaluate the student, award the grade indicating level of skill acquired and uploading the same on the AICTE website.

e. The NIELIT-SKP shall Register students for evaluation the Skill Modules, who have acquired skills on their own and upload their names and details on the AICTE web portal.

f. The NIELIT-SKP recognized and approved by NIELIT as provided in schedule 1 may register students from 5 to 10 institutions in its vicinity conducting Vocational Educational Programme, which are duly approved by AICTE.

g. The NIELIT-SKP as specified in Schedule 1 to the agreement, may take flexible training timing and schedule in consultation with the institute offering Vocational Educational Programme and respective centers as mentioned in Schedule 1 to the agreement shall have to sign and execute an agreement with the institutes offering Vocational
Educational Programme in the form of agreement/MOU as suggested and/or prescribed by AICTE.

h. The NIELIT SKP shall plan the Skill Modules as per the suggested curriculum of AICTE for the Vocational Education Program[s] being offered by the NIELIT Academic Centre in the academic year and inform the NIELIT - Academic Centre about the same within 15 days of receiving the plan of Vocational Education Programs being offered by the NIELIT - Academic Centre.

i. The NIELIT - SKP shall announce and inform through it's prospectus and information on it's website, the schedule of the Skill Modules it plans to offer in the academic year concerned for the information of the prospective students and It shall accept the students as admitted by the NIELIT - Academic Centre for Skill training.

j. The NIELIT - SKP will be entitled to the fees in terms of clause (d) only.

k. The NIELIT - SKP will conduct appropriate training sessions for the Vocational/Skill portion of the Vocational Education Programs so as to complete the Vocational/Skill portion within one year.
1. The NIELIT - SKP will conduct final examinations and evaluate the students for the Vocational / Skill portion of the programs as per the rules and regulations of the Technical Board or University as the case may be, and award appropriate ‘Skill Credit Certificate’ to the students and send the details to the NIELIT Academic Centre, whereby NIELIT - Academic Centre will upload the information on the AICTE portal.

m. The NIELIT - SKP shall maintain a record of the registered students and certificates issued and upload the same on the AICTE web portal:

n. The NIELIT - SKP shall submit the details of students registered, evaluation conducted and final results in respect of the students registered through the NIELIT Academic Centre in the form of a ‘Statement of Credits’ to the concerned NIELIT Academic Centre.

3. **The Second Party agrees that the following responsibilities shall be undertaken by the NIELIT Academic Training centres:**

   a. The NIELIT-Academic centres shall plan the Vocational Education Programs to be offered in the Academic Year concerned and inform the NIELIT - SKP's about the same at
least two months prior to the date of commencement of the program[s].

b. The NIELIT Academic Centre shall announce and inform through its prospectus and information on its website, the Vocational Education Programs it plans to offer in the academic year concerned for the information of the prospective students and invite applications for admission from interested candidates at least two months prior to the date of commencement of the program[s].

c. The NIELIT Academic Centre shall follow the admission norms of AICTE and the State Govt. concerned. The admission shall be made strictly on merits. The NIELIT – Academic Centre will then upload the names and details of the selected students on the AICTE web portal.

d. The NIELIT Academic Centre will have the right to collect fees from the students, as prescribed by the AICTE for each sector, towards:

[1] Registration, [2] Course / Skill conduct and [3] evaluation of the Academic / Skill portion of each Level of the programme. A portion of the fees as agreed upon by the NIELIT Academic Centre and the NIELIT – SKP’s shall be turned over to the NIELIT – SKP’s.
e. The NIELIT Academic Centre will send to the NIELIT - SKP the Level-wise and Sector-wise lists of students registered for Vocational Education Program[s] in the Sectors mentioned under clause 1 above, at least 15 days before the commencement of the programme.

f. The NIELIT Academic Centre will conduct appropriate classes for the Academic content of the curriculum of the Vocational Education Program[s] so as to complete the Academic portion within one year.

g. The NIELIT Academic Centre will conduct final examinations and evaluate the students for the Academic portion of the programs as per the rules and regulations of the Technical Board or University as the case may be.

h. After receiving a ‘Statement of Credits for the Vocational / Skill portion of the students from the NIELIT - SKP, the NIELIT Academic Centre will send the combined Academic and Vocational / Skill portion credits of the students to the Technical Board or University as the case may be.

i. Wherever such provisions are made by the Technical Board or the University, as the case may be, the NIELIT Academic Centre will award a ‘Level Certificate’ to the student who has
successfully completed both the Academic and the Vocational / Skill portions of the particular Level.

j. The NIELIT Academic Centre shall maintain a record of the registered students and certificates issued and upload the same on the AICTE web portal.

k. The NIELIT Academic Centre shall submit details of students registered, evaluation conducted and results to the Technical Board or the University, as the case may be, and also upload the same on the AICTE web portal.

4. **General:**

1. **Fees to be charged to students:**

   a) The Level-wise fees to be charged by the NIELIT – Academic Centre will be informed to the student by the NIELIT Academic Centre as well as the NIELIT - SKP before his/her registration for the program;

   b) The NIELIT Academic Centre will collect from the student and retain with itself the ‘Academic Portion Fees’ and the NIELIT - SKP will be given the ‘Vocational/Skill Portion Fees’ by the NIELIT – Academic Centre;

   c) The NIELIT Academic Centre will collect the total fees for the program from the students and will transfer the ‘Vocational/Skill Portion Fees’ against the number of students
to be sent for training at least one month before the onset of training. Any delay in transferring the fees will entail interest calculated on the basis of delay of number of days. After receiving the fees NIELIT - SKP will issue Registration cards to the students at least 7 days before the onset of training.

2. **No Confidentiality:**

There shall not be any confidentiality of any information disclosed to by both parties to each other, either in operationalizing this agreement or for the purposes of implementing this agreement. The information sought under Right to Information Act or otherwise by any student, shall be promptly made available.

5. The NIELIT agrees and undertakes that the NIELIT - SKP shall act as Service Knowledge Provider in terms of the agreement signed by them with the institutes offering Vocational Educational Programme in their vicinity and the agreement to be signed between the institute offering vocational education programme and the Service Knowledge Provider shall provide the details regarding the schedule of operation, collection and sharing of fees between the institute and Service Knowledge Provider, as per agreement between NIELIT - SKP and Academic Training provider, in order to protect the interest of students and all concerned stakeholders.
6. The NIELIT agrees and undertakes that its NIELIT - SKP reflected in schedule 1 to the agreement shall participate, operate and execute the scheme strictly in accordance with the scheme and AICTE for conduct of Vocational Educational Programme and shall not indulge in any violation of the scheme.

7. The Scheme of the AICTE to provide competency based skill and to conduct Vocational Educational Programme shall be treated as part and within the scope of the present agreement for all purposes.

8. The AICTE shall not provide any financial support to the NIELIT - SKP as reflected in schedule 1 to the agreement, which shall act as Skill Knowledge Provider under the scheme of AICTE.

9. The NIELIT shall keep the AICTE and all its officials indemnified from all or any kind of loss, which it may incur in executing the scheme of the AICTE or in terms of its performance of its duties and functions of Skill Knowledge Provider for the scheme of AICTE. The AICTE shall not be held responsible for any kind of loss including financial loss to the NIELIT - SKP of NIELIT acting as the Skill Knowledge Providers.
10. The NIELIT – SKP's registered as Skill Knowledge Providers shall continue as such for a period of at least 3 years from the date of execution of this agreement, which may be renewed in accordance with the provisions of the scheme from time to time subject to the sole decision and discretion of the AICTE and on such terms and conditions, which may be decided or determined by AICTE additionally. However, in case the registration of either party with the AICTE is suspended or terminated, the instant agreement shall stand determined and terminated with immediate effect.

11. The AICTE shall have the right to deregister any NIELIT - SKP as Skill Knowledge Provider under the Scheme during the subsistence of the present agreement without assigning any reason for whatsoever. Additionally, it is open to AICTE to de-register a Skill Knowledge Provider on account of receipt of complaint or malfunctioning in execution of the provision of the scheme or its objectives.

12. If any dispute arises between AICTE & NIELIT on operation and execution of the agreement, efforts shall be made to resolve the same amicably and if the dispute is not settled then it shall be referred for arbitration to the Chairman, AICTE, who shall be the sole arbitrator in
the matter and whose decision shall be final and binding to the parties.

13. The present agreement can be terminated by the AICTE by giving a notice of one month to NIELIT without assigning any reason in this regard and the NIELIT shall have no claim against AICTE and its officials on account of termination of such agreement. However, the responsibilities and duties of both parties in respect of the common students already registered for any of the Vocational Education Programs shall not end with the termination of the agreement, and these will remain valid in totality until completion of evaluation of the already registered students and reporting of their results by both parties.

14. **Effective Date:**

This agreement is effective from the date signed by both the parties will be valid for a period of three years until determined, suspended or terminated earlier.
IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as of the date first written above.

For AICTE:

Signed: [Signature]
Name: Prof. S.S. Mantha
Title: Chairman
Date: 26.11.2013

For NIELIT

Signed: [Signature]
Name: Dr. Ashwini Kumar Sharma
Title: Managing Director
Date: 26.11.2013

Witnessed by:

1) Signature: [Signature]
Name: [Signature]
Date: 26th Nov 2013

2) Signature: [Signature]
Name: [Signature]
Date: 26th Nov 2013

3) Signature: [Signature]
Name: S. C. Bhirud, AICTE
Date: 26th Nov, 2013