

AGREEMENT FOR AFFILIATION OF 'TRAINING BODY'
with
SKILL COUNCIL FOR MINING SECTOR (SCMS)

This agreement for **Skill Council for Mining Sector** affiliation is executed at New Delhi on day of,2022, ("**Effective Date**") by and between:

Skill Council for Mining Sector a body incorporated under section 8 of companies Act 2013, having its registered office at B-311, Okhla Industrial Area, Phase-1, New Delhi-110020 (hereinafter referred to as **SCMS** or **Awarding Body** or **AB**, which in expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), represented by its authorised representative, Shri Sanjay Sharma, the Chief Executive Officer – SCMS.

AND

_____, a company, registered under _____, having its registered office at _____, engaged in the business of training/skilling (herein referred to as the _____ or **Training Body** or **TP**, which in expressions shall, unless it be repugnant to the subject or context thereof, include its permitted assigns, associates and successor/ assigns) acting through Shri _____, <Designation> of the Training Body.

SCMS and Training Body are hereinafter collectively referred to as "**Parties**" and individually referred to as "**Party**".

NOW WHEREAS

Skill Council for Mining Sector, recognized as Awarding Body under NCVET, promoted by FIMI and supported by Ministry of Mines, was established in December 2013 as the apex body to train and meet the requirement of skilled workforce for the mining industry in PPP mode. SCMS has been setup by National Skill Development Corporation (NSDC) under the Ministry of Skill Development & Entrepreneurship (MSDE). MSDE in its notification dated 17th March 2015 has authorized SCMS as a non-statutory agency for certifying the mining workforce in India. The core activity of SCMS is to formulate the National Occupational Standard (NOS) for different job roles aligned to National Skills Qualifications Framework (NSQF) notified by Government of India, in December 2013 and

<**Training Body Name**>, is a registered organization under appropriate legal body and desires to conduct trainings/skilling projects in Mining Sector under SCMS

AND THEREFORE this agreement has been established between SCMS and the Training Body to grant SCMS Affiliation to the Training Body for a stipulated timeframe. This agreement is a **means to grant SCMS Affiliation and enforce conformity to the 'AB Guidelines and Operational Manual'** issued by NCVET on the Awarding Body and its affiliated third parties from time to time.

The agreement is being signed after final approval of the SCMS for affiliation of the applicant entity as a Training Body. The tenure of affiliation with SCMS will start from the date of signing of this agreement between SCMS and Training Body.

NOW, 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.
- 1.2. **Awarding Body** is an entity (here, SCMS) duly recognized by NCVET which awards certification to trainees for an NCVET approved qualification by ensuring quality training and reliable assessments.
- 1.3. **Awarding Body Guidelines (referred as AB Guidelines)** are the guidelines released by NCVET for recognition and regulation of the Awarding Bodies recognized by it & as updated from time to time.
- 1.4. **Awarding Body Operational Manual (referred as AB Manual)** is the process manual released by NCVET for recognition and regulation of the awarding bodies recognized by it as updated from time to time.
- 1.5. **Affiliation** of an entity as a Training Body with SCMS means that the entity has been authorized to train the learners for NCVET approved qualifications of SCMS along with performing all such other functions of as a Training Body as specified in the Awarding Body Guidelines and Operation Manual.
- 1.6. **Training Body** is a body which is on-boarded by a recognized Awarding Body (here, SCMS) through affiliation and subject to the fulfillment of such other conditions prescribed by SCMS/NCVET.

2. INTERPRETATION

- 2.1. In this Agreement, unless otherwise specified or repugnant to the context:
 - 2.1.1. References to the **Awarding Body Guidelines, Operational Manual, SCMS TP Affiliation Process, SCMS TP Work Allocation Process** or any legislation or any provision thereof shall include modifications or amendment or re-enactment or consolidation of such Guidelines, Manuals, legislation 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 from time to time may be amended, modified, supplemented, extended or re-enacted;

3. DURATION OF THE AGREEMENT

- 3.1. The agreement for affiliation of Training Body is valid till < _____ Date _____ > (also referred as “**SCMS affiliation period**”) from the date of signing of this agreement, unless extended through renewal by paying applicable affiliation renewal fee to SCMS and SCMS acceptance/approval or terminated earlier in accordance with the terms of this agreement.
- 3.2. **SCMS affiliation to the Training Body and subsequent function to conduct trainings** with SCMS Logo for NCVET approved qualifications shall cease to exist, on the day of completion of the tenure of this agreement. The TP shall ensure that the trainees/ learners are enrolled in such manner so as to complete the training, including assessment before the last day of completion.

4. THE TRAINING BODY conforms that:

- 4.1.1. Training body shall impart vocational training including skilling, re-skilling and recognition of prior learning with up-skilling, apprenticeship training in accordance with this agreement of affiliation;
- 4.1.2. Training Body shall ensure mandates of the AB Guidelines issued by NCVET are met & take necessary/corrective actions in line with recommendations of NCVET.
- 4.1.3. Keep all personal information of trainees confidential as per the data privacy law of government of India & subject to the provision of this agreement; and shall ensure availability of all such training/trainee details to SCMS as and when required for at least five years post completion of training.
- 4.1.4. Co-operate with the SCMS in any inspection, investigation or audit of its activities; and submit such information as required under this agreement granting affiliation.
- 4.1.5. Training Body shall ensure that any expired/ withdrawn/ archived qualification shall not be offered by it. In case of any violations of this condition, NCVET Certification shall not be admissible for any wrongly admitted trainees/ learners under any expired/ withdrawn/ archived qualification and the Training Body shall be solely responsible for any consequences, legal action or financial liability thereof.
- 4.1.6. The training body must ensure that their training infrastructure including physical infrastructure, the required tools & equipment for training as listed for a qualification, IT infrastructure, internet connectivity, availability of digital, biometric enabled and Aadhaar based attendance system etc. is in line with the recommendations of the qualifications offered by the SCMS.
- 4.1.7. The training body should ensure that appropriate mobilization strategies and counseling mechanism for the potential learners are implemented so as to bring on board those who are genuinely interested to take up the qualification(s) and has a well-defined implementation plan and dedicated team for mobilization and counselling candidates. Record of prospective candidates is well maintained, Periodic and regular training awareness and mobilization drives are conducted, availability of effective counselling tools, maintaining details of trainees mobilized for funded/govt. schemes and sharing the details a week before commencement of course are ensured.

- 4.1.8. The training body must ensure that learning resources (in vernacular languages), teaching aids, lesson plan, training assignments etc., including digital content (text documents, videos, simulation etc.), for learners and trainers are appropriate to the qualifications being delivered and are present in sufficient numbers.
- 4.1.9. The training body must ensure that training/ skilling pedagogy is a mix of theory and practical/OJT i.e. knowledge and skills as prescribed in the qualification approved by NSQC. The learning outcomes and duration of the training should also be in line with the recommendations/requirements of the qualifications. TP shall ensure availability of training calendar duly approved by SCMS, appropriate batch size as defined by SCMS/ qualification, adherence to ToT calendar, use innovative ways of training delivery adopted, that duration and learning outcomes of training conform to those defined in qualifications, provisioning for online/ blended teaching and learning methods (as per **Appendix 'A'**), Minimum attendance criteria for the learners/ trainees etc.
- 4.1.10. The training body must ensure the availability of requisite experienced, qualified, dedicated/adequate number of SCMS TOT certified trainers per batch in line with the recommendation of the qualification. The training body should ensure that they have sufficient staff to perform activities offered by the training body.
- 4.1.11. The training body shall offer all the necessary support to the SCMS and assessment agencies to carry out timely and impartial assessment in an impartial and fair manner in line with the recommendations under the NCVET guidelines. **Video recording of assessment or online access to assessment process shall be essential.** TP shall ensure timely communication of date of completion of batch and scheduling of assessments. Shall Intimate immediately to the SCMS in case of any malpractice comes to its notice at the time of assessment.
- 4.1.12. The training body will be mandated to ensure a transparent system and accessible modes to share with learners the details of various qualifications, assessment parameters, placement details and other learner support services.
- 4.1.13. The training body will be required to manage the database of the learners across the training value chain including learner's enrollment, attendance, session wise training imparted, training completion, assessment, certification and details of the trainers. Such data should be shared with the SCMS and with NCVET, as and when demanded. Such data should effectively capture details of student enrolled, certified, placed and dropouts, Evidence of ongoing and/or completed trainings, maintain MIS systems in place and data migration within and outside the organization is smooth, Updated online availability of training data on the website, Adherence to data protection laws, security and other norms& practices, availability of a dedicated personnel for online learning platform/employability/soft skill programs.
- 4.1.14. The training body shall be mandated to abide by the reporting requirements in line with agreed KPIs of NCVET and SCMS.
- 4.1.15. The training body must ensure adequate number of relevant industry tie-ups through MoUs to facilitate the OJTs and placements of the learners after the completion of the training. TP should organize periodic industry awareness

sessions/ visits and industry interactions conducted for candidates and follow a well defined process for arranging OJT/ Apprenticeship.

- 4.1.16. The training body must ensure that sufficient learner support system is in place for the training special sections of society/ socially and economically disadvantaged groups (SEDGs). TP to ensure compliance with regulatory norms w.r.t. inclusion of women, PwDs or special section of society/ socially and economically disadvantaged groups (SEDGs).
- 4.1.17. The training body must ensure sufficient industry tie ups are facilitated to ensure placement of the successful learners/ trainees. TP shall ensure availability of detailed process and dedicated department for placement, Mechanism for pre and post placement support for Job placements, organize periodic placement drives/ Melas for candidates, ensure credit and market linkages to support those learners seeking self-employment.
- 4.1.18. TP shall always ensure accuracy and integrity of marketing/ information sharing, timely distribution of certificates issued by SCMS in the format and specifications prescribed by NCVET, to provide all relevant and necessary support to AB for enablement of Digi locker.
- 4.1.19. The training body must have a robust grievance mechanism including a Grievance Redressal Cell (GRC) in line with NCVET guidelines. However, the training body can also raise its grievances to the SCMS, and it will be mandated that such grievances are resolved within a reasonable timeframe. The TP can also raise its grievances to the NCVET for matters pertaining to the SCMS as per the processes and timelines defined by NCVET under the Guidelines for Grievance Redressal.
- 4.1.20. The Training body must ensure having a dedicated POSH committee (Prevention of Sexual Harassment at the Workplace) for resolution of related matters in line with prescribed Guidelines.

5. FINANCIAL OBLIGATION OF THE PARTIES

- 5.1. SCMS shall not have any obligation towards any financial matters for the Vocational Education and Training or skilling programs of Govt./private entity conducted or implemented by the affiliated Training Body other than the specific project MOUs signed/ Work Orders issued.
- 5.2. Training Body shall be responsible for paying all the fees to SCMS as prescribed from time to time for various services and responsibilities discharged by SCMS including training material (Participant Handbook, Faculty Guide, Trainer PPT, AR/VR etc.) supplied, training equipment provisioning (Simulator, Simlog etc.), trainee kits/personal protective equipment, assessments (In the eventuality of student dropping out of the training program, the assessment fee will be non-refundable), award of certificates, business development charges, data management services, affiliation renewal fee etc. as may be applicable in specific project terms & conditions/ MOUs signed/Work Orders issued.

6. ACTION FOR VIOLATION OF AGREEMENT

- 6.1. The SCMS may issue directions and act, as it deems fit, for any violation of this agreement pursuant to which affiliation has been granted and terms & conditions of the individual project terms/ MOUs signed/Work orders issued separately. The upper limit of monetary penalties up to the level of total project value that the SCMS may impose for violation of this/project agreements.

7. ACTION FOR BREACH OF AGREEMENT GRANTING RECOGNITION

- 7.1. The SCMS may take one or more of the following actions against the Training Body if it violates the terms of the agreement granting affiliation or project MOUs/Work Order conditions, namely: —
- (1) Private warning;
 - (2) Public warning/Blacklisting;
 - (3) Directions to cease and desist certain activities;
 - (4) Compensation or directions requiring specific performance towards trainees or consumer of the services;
 - (5) Impose monetary/other penalties; and
 - (6) De-affiliation leading to termination of the agreement pursuant to which affiliation was granted.

8. SUSPENSION OF ASSOCIATED RIGHTS TO THE TRAINING BODY

- 8.1. Notwithstanding any other clause(s) in this Agreement, the SCMS may, by written notice of suspension to TP, suspend all associated rights granted hereunder-
- 8.1.1. If the TP is found to be in breach of this Agreement or training/skilling project MOUs signed or Work Order released
- 8.1.2. Shall fail to perform any of its obligations under this Agreement or training/skilling project MOUs signed or Work Order released, including the carrying out of the Services; provided that such notice of suspension
- (i) Shall specify the nature of the breach or failure, and
 - (ii) Shall provide an opportunity to the Training Body to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Training Body of such notice of suspension.
- 8.2. During the suspension period, **affiliation of the Training Body shall remain suspended and the Training Body shall not enroll trainees/ learners. Already enrolled trainees/ learners, who have not completed their training, may also be shifted to any other training bodies offering the same qualifications at the risk and cost of the Training Body.**

- 8.3. **As soon as the** Training Body makes good the deficiency/ deficiencies and ensures compliance with the SCMS directives/guidelines and the same is found satisfactory, the affiliation of Training Body may be restored at the discretion of the SCMS.

9. TERMINATION OF THE AGREEMENT

- 9.1. **By SCMS:** The SCMS may terminate this Agreement by giving not less than 15 (fifteen) days' written notice of termination to the Training Body after the occurrence of any of the events specified in its notice and, if:
- 9.1.1. The TP fails to remedy the breach hereof or remedy the failure in the performance of its obligations hereunder, as specified in a notice of suspension, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the SCMS may subsequently grant in writing.
- 9.1.2. The TP 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.
- 9.1.3. The TP fails to comply with any final decision reached as a result of arbitration proceedings.
- 9.1.4. Any document, information, data or statement submitted by the TP in its affiliation application/re-presentations made for project allocation or during project execution, based on which the TP was considered eligible for grant of affiliation or competent for work allocation or execution data is found to be false, incorrect or misleading;
- 9.1.5. As a result of the Force Majeure, as listed this agreement
- 9.1.6. Non-payment of any dues towards SCMS for services provided by SCMS mentioned under clause no. 5.2 of this agreement or/and SCMS decides to terminate this Agreement for any other justifiable reasons to be recorded in writing.
- 9.2. **By Training Body:** The TP may, by not less than 30 (thirty) days' written notice to the SCMS, such notice to be given after the occurrence of any of the events specified in this Agreement.

10. Arbitration

- 10.1. All disputes or differences whatsoever arising between the Parties out of or relating to the construction, meaning, operation or effect of this Agreement/project MOUs signed/ Work Orders issued, or breach thereof shall be amicably settled by mutual discussions;
- 10.2. In the event that the Parties are unable to resolve a dispute, such disputes or differences shall be referred to the sole Arbitrator to be appointed by 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.
- 10.3. The place of arbitration shall be New Delhi only and all the arbitration proceedings shall be conducted in the English language.

- 10.4. 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.
- 10.5. Each Party shall bear its respective costs of the arbitration, unless arbitrators otherwise direct in their arbitral award.

11. FORCE MAJEURE

- 11.1. **Force Majeure:** The SCMS or the TP 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').
- 11.2. **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:
 - 11.2.1. Is beyond the reasonable control of the affected Party;
 - 11.2.2. Such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care.
 - 11.2.3. Does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement.
 - 11.2.4. Is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
 - 11.2.5. 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 radio-activity or biologically contaminating material;
 - (c) Strikes, lockouts, boycotts, as the case may be not arising on account of the acts or omissions of the TP and which affect the timely implementation and continued operation as mandated in this agreement; or
 - (d) Any Pandemic like COVID
 - II. Political Events**

Change in Law, other than 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 TP under this Agreement to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement 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 TP & 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).

11.3. Notification procedure for Force Majeure

The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. 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.

11.4. Allocation of costs arising out of Force Majeure

- 11.4.1. 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;
- 11.4.2. For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation & maintenance expenses, any increase in the cost of Services on account of inflation & all other costs directly attributable to the Force Majeure Event.
- 11.4.3. 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.

11.5. Consultation and duty to mitigate

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. 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.

11.6. No breach of Agreement

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 in so far as 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.

12. INDEMNITY

- 12.1. SCMS shall be under no legal or financial 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 Training Body affiliated under this Agreement.
- 12.2. Training Body hereby declares and irrevocably undertakes that it shall defend, hold harmless and indemnify SCMS against all loss, damage or claims or any other lawsuits or legal or other 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 that TP shall assume full responsibility for the payment of indemnification, penalties, attorneys' fees, legal costs and other charges.

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 laws 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, on a need to know basis, to their employees, directors, officer, or professional advisers including to their affiliates, subject to obligations of confidentiality substantially similar to those as applicable to the disclosing Parties hereunder, and/or to any of the regulatory authorities, Government or other person as required under applicable Law.
- 13.4. Nothing in this Agreement shall restrict the SCMS from disclosing any information as may be required by the Government.

14. DATA MANAGEMENT AND PROTECTION

- 14.1. Training body is mandated to furnish all information/data pertaining to the recommendations of the AB Guidelines and Manual and as may be prescribed by the SCMS and as and when required by SCMS.
- 14.2. The Training Body must take all steps to ensure that each Trainee/learner undertaking training in a qualification, which the Training Body is offering, is

registered in a way that permits the learner to be clearly and uniquely identified as may be prescribed by the SCMS.

- 14.3. In line with Government of India directives, SCMS and Training Body and its network of third-party agencies should maintain the confidentiality/storage of the learner's personal information including Aadhaar Number.
- 14.4. A policy on data management and security adhering to all government directives and SCMS's guidelines on the subject must be formulated and followed by the Training Body.

15. GOVERNING LAW AND JURISDICTION

- 15.1. This Agreement, including all matters relating to its validity, construction, performance, and enforcement, shall be governed by, and construed in accordance with Indian Law.
- 15.2. All legal proceedings arising out of this Agreement, if any, will be subject to the exclusive jurisdiction of the Courts at New Delhi only in relation to such proceedings.

16. 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 written agreement between the Parties.

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

<p>From and on behalf of Skill Council for Mining Sector (first party)</p> <p>Address: B-311, Okhla Industrial Area, Phase-1, New Delhi-110020 Email: ceo@skillcms.in Tel: +91 11 26814596 Authorized signatory: SANJAY SHARMA Designation: Chief Executive Officer – Skill Council for Mining sector Mobile:8003090835</p>	<p>From and on behalf of < _____ > (second party)</p> <p>Address:</p> <p>Authorized signatory: Designation: Mobile:</p>
<p>In the presence of witnesses:</p> <p>Witness 1 Name: Deepak Mishra Designation: Head ToT & Affiliations Address: Skill Council for Mining Sector, Okhla Industrial Area, Phase-1, New Delhi</p>	<p>Witness 2 Name: Designation: Address:</p>

Learning Resources Materials are materials that are used for Vocational Education and Training/ Skilling/ teaching a course/ qualification. Some of the Examples are:

1. **Animation:** Successive drawings that create an illusion of movement when shown in sequence. The animations visually and dynamically present concepts, models, processes, and/or phenomena in space or time. Users can control their pace and movement through the material typically, but they cannot determine and/or influence the initial conditions or their outcomes/results. Animations typically do not contain real people, places or things in movement.
2. **Assessment Tool:** Forms, templates, and technologies for measuring performance.
3. **Assignment:** Activities or lesson plans designed to enable students to learn skills and knowledge.
4. **Case Study:** A narrative resource describing a complex interaction of real-life factors to help illustrate the impact and/or interactions of concepts and factors in depth.
5. **Collection:** A meaningful organization of learning resources such as web sites, documents, apps, etc. that provides users an easier way to discover the materials.
6. **Development Tool:** Software development applications platforms for authoring technology-based resources (e.g. web sites, learning objects, apps.).
7. **Drill and Practice:** Requires users to respond repeatedly to questions or stimuli presented in a variety of sequences. Users practice on their own, at their own pace, to develop their ability to reliably perform and demonstrate the target knowledge and skills.
8. **E-Portfolio:** A collection of electronic materials assembled and managed by a user. These may include text, electronic files, images, multimedia, blog entries, and links. E-portfolios are both demonstrations of the user's abilities and platforms for self-expression, and, if they are online, they can be maintained dynamically over time. An e-portfolio can be seen as a type of learning record that provides actual evidence of achievement.
9. **Hybrid/Blended Course:** The organization and presentation of course curriculum required to deliver a complete course that blends online and face-to-face teaching and learning activities.
10. **Illustration/Graphic:** Visual concepts, models, and/or processes (that are not photographic images) that visually present concepts, models, and/or processes that enable students to learn skills or knowledge. These can be diagrams, illustrations, graphics or infographics in any file format including Photoshop, Illustrator and other similar file types.
11. **Learning Object Repository:** A searchable database of at least 100 online resources that is available on the Internet and whose search result displays an ordered hit list of items with a minimum of title metadata. A webpage with a list of links is not a learning object repository.

12. **Online Qualification/ Course:** The organization and presentation of course curriculum required to deliver a complete course fully online.
13. **Online Qualification/ Course Module:** A component or section of a course curriculum that can be presented fully online and independent from the complete course.
14. **Open Journal – Article:** A journal or article in a journal that is free of cost from the end user and has a Creative Commons, public domain, or other acceptable use license agreement.
15. **Open Textbook:** An online textbook offered by its author(s) with Creative Commons, public domain, or other acceptable use license agreement allowing use of the e-book at no additional cost.
16. **Photographic Image – Instructional:** Photos or images of real people, places or things that visually presents concepts, processes and/or phenomena that enable students to learn skills or knowledge. These can be photographs, images, or stock photography.
17. **Presentation:** Teaching materials (text and multimedia) that are used to present curriculum and concepts to learners.
18. **Quiz/Test:** Any assessment device intended to evaluate the knowledge and/or skills of learners.
19. **Reference Material:** Material with no specific instructional objectives and similar to that found in the reference area of a library. Subject specific directories to other sites, texts, or general information are examples.
20. **Simulation:** Approximates a real or imaginary experience where users' actions affect the outcomes of tasks they have to complete. Users determine and input initial conditions that generate output that is different from and changed by the initial conditions.
21. **Social Networking Tool:** Websites and apps that allows users to communicate with others connected in a network of self-identified user groups for the purpose of sharing information, calls for actions, and reactions.
22. **Syllabus:** A document or website that outlines the requirements and expectations for completing a course of study. Course Outlines would also be included in this.
23. **Tutorial:** Users navigate through a set of scaffolder learning activities designed to meet stated learning objectives, structured to impart specific concepts or skills, and organized sequentially to integrate conceptual presentation, demonstration, practice and testing. Feedback on learner performance is an essential component of a tutorial.
24. **Video – Instructional:** A recording of moving visual images that show real people, places and things that enable students to learn skills or knowledge.
25. **Workshop and Training Material:** Materials best used in a workshop setting for the purpose of professional development.