<To be printed on 100 Rs. Stamp Paper in duplicate with SCMS as first Party>

This Service Level Agreement, also herein called as **“Affiliation Agreement”** is made and entered into this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, \_\_\_\_\_\_\_** (Day Month, Year) at New Delhi by and between the parties:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**Name of the organisation) a body registered under the Company Act, 1956 / Societies Registration Act, 1860, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **<address>,** (hereinafter referred to as "**Assessment Agency”/ “AA**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its duly authorised representative Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **<Name>** (name of the Founder/ CEO/MD/ Director/ Authorised Person), the Managing Director / Chief Executive Officer of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of organisation).

**AND**

**Skill Council for Mining Sector**, a section 25 company under Company Act, 1956 of Ministry of Corporate Affairs, having its registered office at FIMI House, B-311, Okhla Industrial Area Phase I, New Delhi -110020 (hereinafter referred to as " **SCMS**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its duly authorised representative Mr. ­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Chief Operating Officer, SCMS.

The **AA** and **SCMS** are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

As SCMS is the nodal entity for the execution of skill development programs in the Mining sector and AA is in business of such assessments, AA has made an application to SCMS for the affiliation as an Assessment Agency under the National Skill Qualification Framework.

**NOW THERERFORE, THESE PRESENTS WITNESSES AS FOLLOWS:**

* + - 1. **Terms and Conditions of Affiliation:**

AA acknowledges and agrees that the affiliation shall be subject to terms and conditions/ scope of work as prescribed by SCMS (without limitation) as set forth below:

1. AA shall shortlist eligible candidates for various mining job roles as per the Assessor eligibility guidelines issued and published by SCMS from time to time through an e-mail notification or SCMS website updation. AA shall get these shortlisted candidates participated in ‘Training of Assessor (TOA)’ programs organised by SCMS from time to time. AA shall empanel only those assessors with it, who are in accordance with the requirements of SCMS and obtain certification in SCMS TOA programs.
2. AA shall formulate Question Banks/Question Papers for the assessment in different Job Roles in consultation with SCMS and as per guidelines issued by SCMS.
3. AA shall ensure that incorporation of Technology based / on line assessment techniques would be adopted to the extent possible / viable to ensure scalability, cost reduction and non- subjectivity to the highest extent, and that if required would partner with an appropriate agency as evaluated and approved by SCMS. Maintain time-stamped video recording/photographs of the assessments carried out.
4. AA shall confirm back to SCMS the acceptance of assessment task allocated to it by SCMS, within 2 days of information received on e-mail. AA shall inform training provider about the facilities (lab/test equipment etc.) required to be provisioned for assessment at least 7 days in advance.
5. AA shall ensure that the complete assessment process is in accordance with the Assessment guidelines designed & approved by SCMS and are undertaken as per the pre–defined format of the performance criteria outlined in respective qualification packs. Shall also ensure that each required assessment detail is captured in by Assessor in Assessment Form prescribed by SCMS.
6. AA shall ensure that the assessment 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. Shall also Ensure that only SCMS TOA program certified assessors are sent to training locations/sites on the specified date and time for assessments.
7. AA shall ensure that the trainee being assessed is the actual candidate as per documentary proof of his UID and in case his/ her UID is not available, assessment may be carried out after due diligence to establish his identity.
8. AA shall maintain an independent record of all candidates undergoing assessments and shall produce same to SCMS as and when required.
9. AA should ensure that Assessors provide the results of the assessment along with the original assessment sheet (physically and electronically) to the assessment agency within two working days from completion of assessment. Ensure that copies of the original assessment papers are properly documented, collated filed as per government guidelines and are retained for a minimum period of 10 (ten) years. Agree that AA will validate the results of the assessment undertaken by assessors as per the qualification packs and share the results with SCMS, as per the guidelines issued by SCMS.
10. Shall Institutionalize a system of quality audit for the assessment being carried out, to ensure that requisite and expected standards are achieved / maintained, which shall be subject to scrutiny by SCMS.
11. AA shall ensure that in the event of failure on account of assessment agency or its assessors, not able to provide the original documents, the AA will not be eligible for any payments towards such assessments being carried out by the AA.
12. AA shall ensure that the assessment fee per candidates would be decided mutually between the parties depending upon the training scheme(s) and number of trainees.
13. AA will bear all expenses related to conduct of assessments including travel, boarding/lodging, preparation of assessment material, audit etc.
14. AA will ensure not to share the results with any trainee/Trainer/Training Partner or any other person/organisation other than SCMS
    * + 1. **Representations and warranties of AA:**

The AA hereby makes the following representations, warranties and confirmations and states that the same are true, correct, valid and subsisting in every respect as on the date of this Agreement and shall remain true, correct, valid and subsisting in every respect here under: -

1. It is duly registered under the laws of India and has adequate resources to perform its obligations under this Agreement.
2. The execution of this Agreement and implementation is not in conflict/violation of any applicable law or its Constitutional Documents.
3. All authorizations, as are necessary for the execution of this Agreement and the other Facility Agreements for and on its behalf are in full force and effect.
4. All information provided by the AA to SCMS, is true, bonafide and accurate in all respects and is not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading.
5. It has the necessary capacity and expertise of high integrity along with appropriate content, technical knowledge and instruments required for accomplishing the task as expected of the AA
6. It has adequate resources or arrangements to facilitate assessment through its empanelled assessors.
7. It is not in arrears of any public demands such as income tax, service tax, etc or any other statutory dues that would affect functioning as the AA.
8. AA shall also ensure to strictly follow further conditions, as may be speciﬁed by SCMS from time to time.

Without prejudice to other remedies that SCMS may have, in the event, SCMS is of the view that the aforementioned representations, warranties and covenants are misleading or misrepresented or breach, SCMS shall have the sole authority to terminate affiliation of AA without any notice. In case of any dispute, the decision of SCMS shall be ﬁnal and acceptable to AA.

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Signature (Assessment Agency) Signature (SCMS)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Institution Seal: Office Seal:

Witness Signature Witness Signature

Name and Address Name and Address