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AGREEMENT FOR RECOGNITION

OF AWARDING BODY (Dual Category)

BY

NATIONAL COUNCIL FOR VOCATIONAL EDUCATION AND TRAINING (NCVET)

Ministry of Skill Development & Entrepreneurship

Government of India

(As required under Para 20, 23, 24, 25 (2), and 25 (4) of the NCVET gazette notification No. SD-17/113/2017-E&PW of Ministry of Skill Development and Entrepreneurship, Government of India dated December 5, 2018)

This agreement for **National Council for Vocational Education and Training** (NCVET) recognition is executed at New Delhi on this **10th day of April 2026**, (**"Effective Date"**) by and between:

National Council for Vocational Education and Training (NCVET), having its registered office at 4th Floor Kaushal Bhawan, Chanakyapuri, New Delhi – 110023, India (herein after called "**NCVET**"), represented by its authorised representative **Lt. Col. Vikram Singh Bhati, Secretary to the Council cum Director, NCVET** which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees of the First Part;

AND

Dr. Babasaheb Ambedkar Open University (BAOU) a body incorporated under **the Act No.14 of 1994 by the Gujarat State Legislature and presently governed under the Gujarat Public Universities Act, 2023, having its registered office at 'Jyotirmay' Parisar, Sarkhej-Gandhinagar Highway, Chharodi, Ahmedabad – 382481, Gujarat, Bharat "Awarding Body (Dual Category)"**, represented by its authorised representative **Dr. Maheshprasad Trivedi, Director (Academics), Dr. Babasaheb Ambedkar Open University**, which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its legal representatives/partners, executors, heirs, successors-in-office, administrators or permitted assignees of the Second Part.

NCVET and Awarding Body are hereinafter collectively referred to as "**Parties**" and individually referred to as "**Party**".

WHEREAS

National Council of Vocational Education and Training (NCVET), notified on December 5, 2018, vide notification no. SD-17/113/2017-E&PWof Ministry of Skill Development and Entrepreneurship, Government of India has been set up as an umbrella regulator, to establish standards and regulations to ensure quality in the Vocational Education and Training (VET) space.

Dr. Babasaheb Ambedkar Open University Established in 1994 by an Act No. 14 of the Gujarat Legislative Assembly and presently governed under the Gujarat Public Universities Act, 2023, Dr. Babasaheb Ambedkar Open University (BAOU) has emerged as a leading institution committed to providing inclusive, affordable, and high-quality higher education through Open, Distance, and Online Learning (ODL & Online) modes. Guided by our motto *"Education for All,"* the University has served more than 3.5 lakh learners in the past three years and currently offers over 112 academic programmes, including 10 online programmes, along with a growing portfolio of micro-credential courses.

BAOU's commitment to excellence is reflected in its key recognitions:

- NAAC A++ Accreditation (CGPA 3.55/4, First Cycle)
- Category I University Status under UGC Graded Autonomy Regulations
- 12B Status under the UGC Act, 1956
- 3rd Rank in India Rankings 2024 (Open University Category) by NIRF, Ministry of Education, Government of India
- FICCI Award for Excellence in Institutional Social Responsibility

The Agreement has been established between NCVET and the Awarding Body to grant NCVET recognition to the Awarding Body (Dual Category) for a stipulated timeframe and qualifications. This Agreement is a **means to grant NCVET recognition** and **enforce conformity to the Guidelines for Recognition and Regulation of Awarding Bodies (AB) 2025 referred to as AB Guidelines 2025 and Guidelines for Recognition and Regulation of Assessment Agencies (AA) 2025 referred to as AA Guidelines 2025 issued by NCVET and as amended from time to time for the Awarding Body and its affiliated third parties.** The Agreement is being signed after final approval of the NCVET for recognition of the applicant entity as an Awarding Body (Dual category) after approval of the Qualification(s)/ list of intended qualifications, as the case may be. The tenure of recognition with NCVET will start from the date of signing of this agreement between NCVET and Awarding Body.

THEREFORE, 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 duly recognized by NCVET which awards or proposes to award certification to trainees for an NCVET approved qualification by ensuring quality training and reliable assessments.

1.4. **Awarding Body Guidelines 2025 (referred as AB Guidelines 2025)** are the guidelines released by NCVET for recognition and regulation of the awarding bodies recognized by it as updated from time to time.

1.5. **Council** means the National Council for Vocational Education and Training set up under the resolution notified on December 5, 2018, vide notification no. SD-17/113/2017-E&PWof Ministry of Skill Development and Entrepreneurship, Government of India.

1.6. **Recognition** of an entity as an Awarding Body (Dual Category) by NCVET means that:

1.6.1 The Awarding Body handles training, assessment, and certification. It has the added authority to assess the learner/trainees it trains, while still retaining the option to use third-party AAs, as in Standard Recognition.

1.6.2 The following conditions shall apply to entities accorded AB Dual Category Recognition:

1.6.2.1 ABs can impart training directly in its own campuses/ centers or campuses/centers in an industrial setup or educational institute recognized by a government regulator like Central/ State Boards, UGC, AICTE or any other entity as notified by NCVET from time to time.

1.6.2.2 In case of Government bodies, Institutes of National Importance (INIs), MNCs and Leading Indian Enterprise (as defined in 'Guidelines on Creditisation of Skilling &Training Courses & Qualification of Multinational Companies and Leading Indian Enterprises'), in addition to para 1.6.2.1 above, training can be imparted through third party agencies by an AB for its approved qualifications

1.6.3 The entity has been authorized to award certificates to trainees/learners after successful completion of training and assessment for an approved qualification along with performing all such other functions of an Awarding Body as specified in the Awarding Body Guidelines.

1.6.4 The entity can undertake assessments themselves without onboarding third party AAs. However, if felt necessary, they may also onboard third party NCVET recognized AAs subject to adhering to the provisions laid down in the AA/AB Guidelines 2025.

1.7. **Training bodies** are the bodies which are on-boarded by a recognized Awarding Body through affiliation, or any such other manner as may be prescribed by NCVET and subject to the fulfillment of such other conditions prescribed by NCVET to impart quality training in its NCVET approved qualification/s.

2. INTERPRETATION

2.1. In this Agreement, unless otherwise specified or repugnant to the context:

2.1.1. References to the **Awarding Body Guidelines 2025, Assessment Agency Guidelines 2025 or** any legislation or any provision thereof shall include modifications or amendment or re-enactment or

subject to the fulfillment of such other conditions prescribed by NCVET to impart quality training in its NCVET approved qualification/s.

2. INTERPRETATION

2.1. In this Agreement, unless otherwise specified or repugnant to the context:

2.1.1. References to the **Awarding Body Guidelines 2025, Assessment Agency Guidelines 2025 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. THE GRANT OF RECOGNITION

3.1. Subject to and in accordance with the provisions of this Agreement, the applicable Laws and the Permits, NCVET hereby grants the Awarding Body the recognition to discharge the functions and obligation of a Dual Category Awarding Body to operate in the jurisdiction given in clause 3.2 from the appointed date during the term of this Agreement and in accordance with the terms of this Agreement and subject to applicable laws, rules and regulations.

3.2. The recognition has been granted in respect of the Qualifications mentioned in **Annexure B**. In addition to this, the recognition shall be valid for the new/ revised Qualifications, which are subsequently submitted by the AB to the Council for approval/ adoption and have been approved by the National Skill Qualifications Committee (NSQC) at NCVET for the period of recognition. The jurisdiction for which the recognition to AB to operate has been granted by the Council is **State of Gujarat**, subject to further change to be made by the Council from time to time in accordance with the provisions of this agreement and AB Guidelines **or** any legislation or any provision thereof.

4. APPOINTED DATE

4.1. The recognition shall take effect from a date as may be specified by the Council; and

4.2. The recognition is subject to the recognized body's compliance with all the conditions in the agreement granting recognition, and all guidelines and operational manual that form part of this agreement.

(In certain cases, the appointed date and date of signing of agreement may differ on account of compliance of certain pre-conditions)

5. DURATION OF THE AGREEMENT

5.1. The agreement for recognition of Awarding Body is valid for a period of **three continuous years** (also referred as "**NCVET recognition period**") from the date of signing of this Agreement, unless extended or terminated earlier in accordance with the terms of this Agreement, subject to the satisfactory performance, based on the continuation criteria and provisions of the risk ratings as specified in section 7.2 of the Awarding Body Guidelines 2025.

5.2. The recognition shall continue unless the Awarding Body is suspended or de-recognized under the conditions specified under section 7.2 of the Awarding Body Guidelines 2025.

5.3. NCVET **recognition to the Awarding Body and subsequent function to grant certificate** with NCVET Logo for NCVET approved qualifications shall cease to exist, on the day of completion of the tenure as specified in clause 5.1 of this agreement. (The AB 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 of the tenure specified in clause 5.1 of this agreement)

5.4. The Awarding Body must prepare, maintain, and adhere to a **written plan, prepared at least six months** before the completion of the NCVET recognition period, which must specify initiatives to protect the interests of learners in relation to the qualifications under which they might be undergoing training and certification, towards the completion of the recognition period

6. SCOPE OF THE AGREEMENT

6.1. **Agreement grants recognition** to the Awarding Body and entitles the Awarding Body to award NCVET certificate to trainees/learners after successful completion of training and assessment of NCVET approved qualifications which are either developed & approved or adopted by the Awarding Body.

shall be applicable. In case of any change in these in future, the table of concordance of referred Paras of Guidelines in this agreement shall be brought out by NCVET.

6.6. In addition to this Agreement, the additional terms and conditions shall be applicable to the Awarding Body which has been given recognition under the **Dual Category.**

7. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE AWARDING BODY SEEKING DUAL CATEGORY RECOGNITION

7.1. Dual Category Awarding Body shall adhere to both Awarding Body and Assessment Agency Guidelines 2025 released by the Council from time to time.

7.2. Additional mandatory terms and conditions which the dual category awarding body is mandated to adhere are as under:

7.2.1. The Dual Category Awarding Body, while adhering to the broad AA Guidelines is authorized to undertake assessment. However, if felt necessary, the Dual Category Awarding Body may also onboard any NCVET recognized AAs for undertaking assessments in specific qualifications or geographies subject to adherence to the provisions as laid down in the AA guidelines 2025.

7.2.2. Ensure separate and independent administrative and financial systems for the assessment and awarding functions as independent verticals.

7.2.3. Ensure separation of personnel, systems, administrative and managerial controls of the two functions. This separation should be done in such a way that both awarding and assessment arms should function as separate business units or as independent departments with necessary resources at their disposal.

7.2.4. In no case the head of assessment arm should be subordinate to the awarding arm.

7.2.5. Ensure separate infrastructure and manpower for both the awarding and assessment functions.

7.2.6. Ensure availability of an operational website with details as mentioned in Section 4.1.4 (eligibility criteria) of the AB Guidelines 2025.

7.2.7. Ensure formulation and strict adherence of a clear and transparent policy on conflict of interest.

7.2.8. Ensure that standard protocols (similar to third party affiliation protocols as prescribed under AB Guidelines 2025) for training delivery and conducting assessment are developed and adhered to.

7.2.9. Should be able to demonstrate both, the awarding and assessment functions, individually and separately.

7.2.2. Ensure separate and independent administrative and financial systems for the assessment and awarding functions as independent verticals.

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7.2.7. Ensure formulation and strict adherence of a clear and transparent policy on conflict of interest.

7.2.8. Ensure that standard protocols (similar to third party affiliation protocols as prescribed under AB Guidelines 2025) for training delivery and conducting assessment are developed and adhered to.

7.2.9. Should be able to demonstrate both, the awarding and assessment functions, individually and separately.

7.2.10. Ensure that comprehensive future plan covers both the awarding and assessment functions.

7.2.11. Ensure establishment of the grievance redressal mechanisms separately for both the awarding and the assessment functions.

8. RESPONSIBILITIES OF THE PARTIES

8.1. **Responsibilities of Dual Category Awarding Body for carrying out the Awarding function: Awarding Body is mandated to conform to the Guidelines for recognition and regulation of Awarding Bodies 2025 in totality and at all times and shall also be carrying out following responsibilities in line with the provisions of the Guidelines and Manual:**

8.1.1. Conform to the eligibility criteria as specified in the section 4 of the AB Guidelines 2025.

8.1.2. Conform to the criteria for renewal of tenure of recognition laid out under Section 7.3 of the AB Guidelines 2025. It shall be the continuing responsibilities of the recognized body regarding the maintenance and enforcement of standards specified in the relevant guidelines.

8.1.3. Comply with the conditions of recognition with respect to all qualifications or skills, including for training of trainers with respect to which it has been recognized, at all times.

8.1.4. Wherever the AB needs to affiliate third party training bodies for imparting vocational training including skilling, re-skilling and recognition of prior learning with up-skilling, apprenticeship training in their own approved or adopted qualifications, the AB shall have to:

8.1.4.1. Conform to the recommendation/ conditions for affiliation/ empanelment of training bodies as prescribed in the Annexure V of the AB Guidelines 2025.

8.1.4.2. In such cases, the Awarding Body shall be responsible for continuous monitoring and supervision of the functioning of its training bodies as specified in the AB Guidelines 2025. Awarding Body shall enter into an Agreement with the training bodies to offer Vocational Education and Training in the AB's approved or adopted qualifications. The details of mandatory major essential parameters to be included in the agreement, to be signed between the NCVET Recognized Dual category Awarding Body and their affiliated Training Bodies (Training Providers/ Training Centers) only before the start of any training is at Annexure A .

8.1.4.3. Cancel the affiliation of training bodies in cases of violation of the conditions of affiliation, in the manner stated in the Agreement granting recognition;

8.1.5. Award certificates to trainees who have been trained by them or through its affiliated training bodies in case the awarding body has an All-India/ State(s) jurisdiction recognized by NCVET), and assessed either directly by themselves or through a NCVET recognized Assessment Agency with respect to their own approved or adopted qualifications, in the territory and sector/s for which it has been recognized.

8.1.6. Keep all personal information of trainees confidential and require accredited training bodies to do the same, as per the data privacy law of government of India & subject to the provision of this agreement;

8.1.7. Set up a system of redressing grievances as per this agreement granting recognition; it shall be the continuing responsibility of the recognized body **to address grievances,** as per the requirements specified in the relevant guidelines;

8.1.8. Co-operate with the Council in any inspection, investigation or audit of its activities; and submit such information to the Council, government or skill information providers (SIPs) as required under this agreement granting recognition.

8.1.9. Awarding Body shall ensure that the **review of qualifications** is undertaken well before the expiry of the same as per the NCVET qualification approval mechanisms/guidelines from time to time.

8.1.10. Awarding Body shall ensure that any expired/ withdrawn/ archived qualification shall not be offered by it or its affiliated TPs. 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 Awarding Body shall be solely responsible for any consequences, legal action or financial liability thereof. However, for Qualifications being implemented under General Education Schemes/Programs, this condition may be relaxed by NCVET on a case-to-case basis in the public interest subject to any legal restraints.

8.1.11. Under instances **of withdrawal of any qualification,** Awarding Body must safeguard the learners' interest.

8.1.12. Awarding Body shall facilitate the **inspection** as per the process laid down by the NCVET as prescribed under section 7.2.4 of the AB Guidelines 2025or any person, agency or body appointed by NCVET.

8.1.13. Awarding Body shall conform to the monitoring systems **as** specified under Section 7 of the AB Guidelines 2025 by NCVET or any expert, agency or body appointed by NCVET.

8.1.14. Awarding Body shall conform to the **risk mitigation strategies** as provided under section 7.2.1 of the AB Guidelines 2025 by NCVET.

8.1.15. It is obligatory on part of the Awarding Body to keep an official record of certificates issued to the trainee on NSQF aligned and approved job roles/ qualifications either on the National Skill Certificate Repository or any other secured platform as prescribed by MSDE or NCVET from time to time.

8.1.16. Maintain the repository of learners' and trainers' data for a period as specified by NCVET and this data or the reports based on the data shall be made available to NCVET or any other agency authorized by NCVET through an API or any other method prescribed by NCVET and in the reporting formats requested.

8.1.17. **The Dual Category Awarding Body shall,**

8.1.17.1. Develop and submit new/revised qualification/s to NCVET for its necessary approvals.

8.1.17.2. Develop curriculum, content and other resource material with respect to the qualifications for which it is recognized;

8.1.17.3. Charge fees in respect of services provided by it as may be prescribed by the Council;

8.1.17.4. Disseminate information regarding its activities to the general public

8.2. **Responsibilities of Dual Category Awarding Body for carrying out the Assessment function themselves: All the time during the period of recognition the AB is mandated to conform to the Guidelines for Recognition & Regulation of Assessment Agencies 2025 and addendums/ amendments released from time to time in totality and shall also ensure to carry out the following responsibilities in line with the provisions of the Guidelines:**

8.2.1. Conform to the monitoring systems in totality laid out under section 5 of Assessment Agency Guidelines 2025;

8.2.2. Comply with the conditions of recognition with respect to assessment of NSQF aligned approved qualifications, NOS/ Micro credential-based qualifications, multi-skill and cross-sectoral skill qualifications including for training of assessors (ToA) with respect to each sector and the qualifications for which it has been granted recognition, at all times;

8.2.3. Ensure availability of core assessment staff (full time/ part time) at all times across states and sectors of operation, who are qualified and competent to deliver the tasks assigned to them. The AB shall adhere to the selection and recruitment policies as developed and submitted during the application. Any change in the same, must be notified to NCVET. The AB shall adhere to performance review parameters for all its assessment staff in line with the recommendations of NCVET.;

8.2.4. Ensure availability of sufficient number of **Subject Matter Experts (SME)** for each sector including separate SMEs for different sub sectors within a sector for ensuring seamless assessment delivery process;

8.2.5. Ensure they hire **assessors** with qualification and experience in line with the requirements as specified/ elaborated in the qualification to be assessed and also meet the basic assessor's guidelines as laid down by NCVET from time to time.

8.2.6. As a matter of practice, the Assessor has to be different from the instructor who has taught/ trained the batch. However, in exceptional cases, for reasons to be recorded, where the qualification/ skill being

assessed is of rare type and there are no assessors available in that rare qualification, such instructors may also be given this responsibility with adequate checks and balances, subject to such provision being available in the assessment methods in the NSQF aligned and approved Qualification itself. For the training/ Recognition of Prior Learning (RPL) in dying skill qualifications/ rare traditional/ heritage skills the instructors who have been duly awarded or recognized by Central/ State government(s) for that special skill(s) can be entrusted with the dual responsibility of training and assessments, in view of the exceptional/ rare skill levels involved.

8.2.7. The AB shall verify the availability of assessment tools and equipment in the training centre, conduct assessment in the scheduled language, wherever required etc.

8.2.8. The AB must ensure that they hire sufficient number of proctors, wherever necessary in line with the requirement of the qualification. The proctors engaged shall fulfil the conditions laid down in the AA and ToA Guidelines as amended from time to time.

8.2.9. The AB shall align proctors for online and blended assessments that are conducted:

8.2.9.1. Face-to-face at a physical assessment center

8.2.9.2. Online proctored for a virtual assessment at the candidate's own place/ station

8.2.9.3. Remote auto proctored at the candidate's own place/ station

8.2.9.4. In case of completely online assessment process, in line with the blended learning guidelines of NCVET, technology platform should be capable enough to detect & avoid any kind of frauds.

8.2.10. The AB shall ensure that assessors and proctors are trained and certified and are provided any need-based bridge training for new qualifications. The AB shall provide data relating to number of assessors and proctors trained by them to NCVET. Continuous Professional Development (CPD) courses must be undertaken for all other staff for enhancing their functional performance including the assessors and proctors.

8.2.11. It shall be the responsibility of the AB to develop a NSQF aligned Qualification on TOA within 6 months of recognition and get it approved by National Council for Vocational Education and Training as per the ToA Guidelines of NCVET. It is mandatory for the assessors to undergo training of such qualification. For the existing assessors also an up-

skilling ToA module would be developed, got approved by National Council for Vocational Education and Training (NCVET) and upskilling completed within one year of the recognition of the AA/ AB concerned.

8.2.12. NCVET may call for any information related to assessors, proctors, and SMEs associated with the assessment function like their qualifications, work experience etc. and the AB shall provide such information to NCVET. NCVET will, however, ensure the confidentiality of such information as per the data privacy & other concerned laws.

8.2.13. The ABs shall ensure that they have a ready repository of the tools and aids which are aligned to the needs of the qualifications. The tools developed for assessing the qualifications should be able to map the skills, knowledge and competencies of the learners, and should be accessible and commensurate to the learner's needs. ABs shall also ensure that the tools of assessment adequately support the delivery of assessments for learners with disability.

8.2.14. The AB shall ensure that all assessors and proctors are trained to use the assessment tools and assessment guides appropriately.

8.2.15. The AB shall be responsible for preparing multiple questions on each PC in such a manner that the minimum average number of questions per Performance Criteria (PC)/ group of PCs of every NOS within a qualification works out to be 5 to 6. Question banks should be available in local vernaculars and dialects also, as per requirement. Sample questions should be readily available on the website of concerned AB. The question banks should have a proportional mix of easy, medium and hard questions and should be changed/ upgraded periodically (say after every 2-3 cycles). The assessment platform of the AB should be able to handle all types of multiple-choice and short answers questions. The detailed set of desirable features of Assessment Engine are given in Annexure B of Blended Learning Guidelines notified by NCVET.

8.2.16. The AB shall ensure proper use of appropriate technology/ technology tools viz, Artificial Intelligence (AI)/ Machine Learning based test engine, computers, tablets, mobile applications, video communication tools, etc. to deliver domain specific assessments. ICT/ technology tools to be used for assessment delivery should be aligned to the competencies as defined by the AB in its qualification. ICT/ technology tools shall be used for the assessor verification (during the time of assessment), conducting the assessment in online mode and recording of results. There should also be technology tools available for disabled-friendly assessments.

8.2.17. The AB should ensure that assessment, whether online or offline/ physical mode, is structured in such a way that it assesses the competencies as per the 'Assessment Criteria' outlined in the qualification concerned.

8.2.18. The AB should be able to conduct assessment based on individual NOS and PCs within a NOS and provide the assessment results NOS and PCs wise as well

8.2.19. The assessment exercise must happen within the stipulated timeline of the assessment as defined by the NCVET guidelines.

8.2.20. Awarding Body (AB) to also prepare a quarterly training calendar and assessment agencies (AAs) shall be intimated two weeks in advance prior to the commencement of assessment. AB shall make sure with the AAs that allocation of qualified assessors and proctors is made well in advance (minimum 7 days) for assessment of batch of trainee/ learners.

8.2.21. The AB would be responsible for the planning and seamless delivery of all the assessment processes before, during and after the assessment as specified under section 4.8 of the Assessment Agency Guidelines 2025.

8.2.22. The AB must put in place proper safeguards to ensure that only those who are authorized to see the results can access the same. The AB shall undertake the process of re-evaluation/re-assessment, as applicable.

8.2.23. For the declaration of results, the AB shall adhere to the timelines given in section 4.8 of the AA Guidelines 2025.

8.2.24. The AB must gather and disseminate assessment related information, research, and developments from both national and international sources.

8.2.25. The AB must take all reasonable steps to prevent the occurrence of any malpractice or mal-administration in the assessment process. The AB must establish and maintain, up to date written procedures for the investigation of suspected or alleged malpractice or maladministration, and ensure that such investigations are carried out rigorously, effectively, and by persons of appropriate competence who have no personal interest in their outcome.

8.2.26. Any AB which is using online mode for assessment must also provide a link for real time monitoring of the assessment process to NCVET. Others using offline or blended mode of assessment must also provide video clips & pictures of the batch being assessed.

8.2.27. Ensure gender parity and affirmative action for marginalized sections as for as its staff including assessors and proctors.

8.2.28. Ensure establishment of a system to solicit, record, analyze and act upon feedback received from stakeholders like trainees, employers, assessors, training entities and other agencies.

8.2.29. Furnish the monitoring data in the stipulated timeframe to NCVET as prescribed under Section 5 of the Assessment Agency Guidelines 2025.

8.2.30. Facilitate the inspection as per the process laid down by the NCVET as prescribed under Section 5.4 of the Assessment Agency Guidelines 2025.

8.2.31. Conform to the risk mitigation strategies as recommended by NCVET under Section 5.6 of the AA Guidelines 2025.

8.2.32. Maintain the repository of learners' assessment data either through its own in-house team or through an agency mandated by NCVET;

8.2.33. Ensure adherence to data confidentiality & privacy laws, related provisions of signed agreements or contracts.

8.2.34. **The Dual Category Awarding Body shall, —**

8.2.34.1. Develop question bank for each job role being assessed through its SMEs and in consultation with the industries for maintaining the currency and the relevance of the job role in conformity with the assessment norms of the NSQF aligned and approved qualifications.

8.2.34.2. The number of questions in each qualification would be NOS wise and performance criteria (PC) wise as prescribed by NCVET from time to time.

8.2.34.3. Ensure the proper conduct of training of Assessors on the specific qualifications to keep them current with the assessment norms as per the NSQF aligned and approved qualifications.

8.3. **Responsibilities of Dual Category Awarding Body for carrying out the Assessment function through third party NCVET recognized Assessment Agencies:** The Dual Category Awarding Body, while adhering to the broad AA Guidelines, are authorized to undertake assessment as prescribed in clause 1.6 of this agreement.

8.3.1. The dual category Awarding body shall not undertake any assessment for any trainings not conforming to the above criteria. Any contravention of these guidelines shall be construed as a serious breach and action would be initiated accordingly.

8.3.2. Wherever the AB does not have adequate capacity for conducting the assessment function themselves, they may also onboard any NCVET

recognized AAs for undertaking assessments in specific qualifications subject to adherence to the provisions as laid down in the AA Guidelines. In such cases the Awarding Body shall ensure conformity to the Assessment Agencies Guidelines released by the NCVET and amended from time to time and shall, amongst others, carry out the following tasks with regard to the Assessment: Awarding Body shall ensure **On-boarding** of Assessment agency/ Assessment Agencies, from the NCVET recognized pool of AAs subject to the following:

8.3.2.1. Awarding Body may onboard any number of Assessment Agencies subject to availability of AA in that qualification, sector and geography.

8.3.2.2. However, the maximum number of assessments assigned to any On-Boarded Assessment Agency shall not exceed 25% (twenty-five percent) and the minimum number of assessments to be assigned to any On-Boarded Assessment Agency shall not be less than 8% (Eight-percent) of the total number of assessments assigned by the Awarding Body in one financial year. Thus, a maximum of 12 (Twelve) Assessment Agencies can be On-Boarded by an Awarding Body.

8.3.2.3. To ensure competition for quality and fairness, the minimum number of Assessment Agencies that needs to be on-boarded by a recognized awarding body shall be 5 (Five) for a State Level Awarding Body and 8 (Eight) for PAN India Awarding Body depending upon the jurisdiction for which the AB has been granted recognition, subject to the availability of AA in that qualification, sector and geography; however NCVET reserves the right to change the minimum or maximum number of assessment agencies which could be on boarded.

8.3.2.4. Based on the serious shortfalls in performance, malpractices/ corruption, serious complaints or other issues requiring action, and if necessary after conducting an enquiry, the Awarding Body may de-board an assessment agency after giving the Assessment Agency a notice giving details of such serious shortfalls in performance, malpractices/ corruption, serious complaints or other issues requiring action and giving it an opportunity of explaining its position/ being heard.

8.3.2.5. NCVET may also take such action to de-board an Assessment Agency from Awarding Body based on the serious shortfalls in performance, malpractices/ corruption, serious complaints

or other issues requiring action by following a similar procedure.

8.3.2.6. In case of a fee based program in the AB's approved or adopted qualifications in which training is imparted by the ABs within its campuses or training centers owned or fully managed by it or in case the awarding body has an All India jurisdiction recognized by NCVET, through its affiliated training bodies where the industry concerned if desires to have the candidates assessed by a particular AA which is not part of the pool of AAs on boarded by the AB, the AB may approach NCVET for special dispensation with respect to such AA/ AAs (duly recognized by NCVET) for particular fee based program.

8.3.2.7. In case the Awarding Body needs any change in/ deviation from the provisions of clause 8.3.2 above because of the non-availability of appropriate AA in a particular qualification, sector and geography or for any other valid reasons, the concerned AB shall approach NCVET and the decision shall be taken by NCVET on case-to-case basis;

8.3.2.8. In view of the special requirements of assessment of the SCPwD, it may submit any additional requirements for on-boarding Assessment Agencies as per their special requirements and the same shall be considered by the NCVET.

8.3.2.9. In the public interest or in special situations/ circumstances/cases the NCVET reserves the right to assign the assessments to any Assessment agency, which is/are duly recognized to carry out assessment in a particular qualification, sector or geography, to the Awarding Body or a Training Provider affiliated to the Awarding Body for assessment by recording the reasons in writing for doing so;

8.3.2.10. There shall be no one time on-boarding fee or any annual fee to be charged by the recognized Awarding Body from the recognized Assessment Agencies;

8.3.3. Awarding Body shall ensure all assistance and enablement of Assessment Agencies with respect to the free, fair and objective assessment of the trainees/ learners who have completed the training;

8.3.4. Awarding Body shall report to NCVET about any defaulting Assessment Agencies which do not adhere to the recommendations of the NCVET guidelines or indulges into malpractice of any kind for taking necessary action against such defaulting Assessment Agencies;

8.4. **Additional Responsibilities of Dual Category Awarding Body for carrying out the Assessment function**

8.4.1. Awarding Body shall ensure preparation of a written document which sets out clear and unambiguous policy and procedure for assessment of Trainees/ learners to ensure that the Trainees/ learners meeting the learning outcomes set-out in the approved qualification. Such Assessment strategies should provide an accurate and sufficiently detailed framework for delivery and evaluation of outcome/ results. Assessment strategies must be adapted to meet the needs of the various target groups, learners' need and must clearly map to the learning outcomes as defined in the qualification.

8.4.2. Awarding Body shall revisit the assessment strategy to ensure its alignment with the changes in practices in industry, technology and techniques, legislation, and the revision/ change in the qualification itself, including the guidelines on blended learning.

8.4.3. Awarding Body shall ensure impartiality and confidentiality of assessments through robust procedures and mechanisms.

8.4.4. Awarding Body shall ensure **data management and management information system** (MIS) are in place and that data privacy of all stakeholders is maintained as per the industry standards & government guidelines.

8.4.5. Awarding Body shall ensure **declaration and publishing of results** on a publicly accessible platform within a stipulated time, as specified by NCVET.

8.4.6. Awarding Body shall ensure that only **certified assessors** are operating in the system and that they have established mechanisms for Training of Assessors (ToA). In case of any violations by the Assessment Agencies, NCVET shall be immediately notified by the AB.

8.5. **The Dual Category Awarding Body shall not, —**

8.5.1. Use the brand or the logo of the NCVET in a manner not permitted by this Agreement granting recognition, including in regard to any unrecognized qualification or skill or in a jurisdiction beyond which the body has not been given recognition as an Awarding Body;

8.5.2. Represent to any person or group of persons that it is recognized with respect to a qualification or skill, if recognition for such qualification or skill has not been granted to it; and

8.5.3. Impede or refuse to co-operate in any inspection or investigation undertaken by the Council in so far as it relates to obligations under this Agreement/AB Guidelines/AB Manual.

8.6. **NCVET will carry out the following roles and responsibilities under this Agreement:**

8.6.1. Operationalize the detailed AB Guidelines including monitoring and regulating the Awarding Bodies and update them from time to time to be in-line with the requirements.

8.6.2. Carry out continuous monitoring and annual review of the Awarding Body as prescribed under section 7 of the Awarding Body Guidelines 2025 either by itself or any person, agency or body appointed by NCVET.

8.6.3. Carry out inspection of the Awarding Body and their affiliated training bodies/ TPs as prescribed under section 7.2.4 of the Awarding Body Guidelines 2025 either by NCVET itself or any person, agency or body appointed by NCVET.

8.6.4. Arrive at annual risk ratings of the Awarding Body as prescribed under Section 7.2 of the Awarding Body Guidelines 2025; may publish the risk rating of the Awarding Body as prescribed under Section 7.2 of the Awarding Body Guidelines 2025; handhold the Awarding Body to execute the risk mitigation strategies as prescribed under Section 7.2 of the Awarding Body Guidelines 2025.

8.6.5. In the public interest or in special situations/ circumstances/cases the NCVET reserves the right to assign any qualification(s) to any other Awarding Body, which is/are duly recognized to carry out the trainings in a particular qualification, sector or geography, or any particular batch to a Training Provider affiliated to the Awarding Body for conducting the training/ awarding the certificate by recording the reasons in writing for doing so;

8.6.6. In case the Awarding Body, for whatever reasons, is no more a recognized body of NCVET, then the Council reserves the right to assign the qualifications developed by such Awarding Body and NSQF aligned and approved by the National Skill Qualifications Committee (NSQC) to any other Awarding Body with the approval of the Government. In that case the training, assessment and certification of the ongoing/ pending batches of students/ learners shall be done at the risk and cost of the

Awarding Body which actually admitted/ enrolled them for Vocational Education and Training;

8.6.7. Resolve/ redress the genuine grievances raised by the Awarding Body in line with the recommendations of the NCVET guidelines on grievance redressal mechanism. Also resolve/ redress the genuine grievances raised by the Assessment Agencies, Training bodies and Trainees/ learners against the AB.

9. FINANCIAL OBLIGATION OF THE PARTIES

9.1. NCVET shall not have any obligation towards any financial matters for the Vocational Education and Training or skilling programmes of Govt/private entity conducted or implemented by the recognized Awarding Body.

9.2. Awarding Body shall be responsible for paying all the fees to NCVET as prescribed from time to time for various services and responsibilities discharged by NCVET including approval/ revision/ adoption of qualifications, award of certificates, data management services through NCVET Web Portal etc. as may be prescribed from time to time.

9.3. AB shall enter into agreement with Assessment Agencies for conducting assessments as per the norms prescribed in the NCVET guidelines as well as for sharing of assessment fees. Awarding Body shall be responsible for paying the assessment fees to the Assessment Agency at the rates as prescribed under the concerned scheme guidelines of the Government under which training is being imparted or as prescribed by NCVET from time to time.

10. WAIVERS

10.1. Any delay or failure by the parties to enforce any rights available to the parties shall not amount to a waiver of any rights available to the parties.

10.2. Neither of the parties shall have the right to assign the benefit (or transfer the burden) of the agreement to another party without the written consent of the other party except as provided under this agreement.

10.3. There are no waivers granted to the Awarding Body for conformity to the monitoring criteria as specified by the AB Guidelines 2025.

11. REDRESSAL OF GRIEVANCES

11.1. In discharge of its functions of redressing grievances the Council may–

11.1.1. Require recognized bodies to redress grievances of their respective aggrieved persons, including payment of monetary compensation; and

11.1.2. Provide redress to aggrieved persons by itself against certain types of grievances relating to the conduct of recognized bodies or training bodies.

11.2. The Council shall notify the guidelines regarding the system of grievance redressal by stating the obligations of recognized bodies to redress grievances.

12. ACTION FOR VIOLATION OF AGREEMENT

12.1. The Council may issue directions and act, as it deems fit, for any violation of the agreement pursuant to which recognition has been granted subject to the guidelines framed by the Council from time to time including the process to be followed, actions to be taken, upper limit of monetary penalties that the Council, in consultation with the Central Government may impose for violation of this agreement.

12.2. This agreement shall require complete compliance with guidelines mentioned.

12.3. All actions shall be taken by following the process specified in paragraph 28 of the Councils resolution.

13. ACTION FOR BREACH OF AGREEMENT GRANTING RECOGNITION

The Council may take one or more of the following actions against the recognized body if it violates the terms of the agreement granting recognition, namely: —

(1) Private warning;

(2) Public warning;

(3) Directions to cease and desist certain activities;

(4) Compensation or directions requiring specific performance towards trainees or consumer of the services;

(5) Impose penalties; and

(6) De-recognition of a recognized body, leading to termination of the agreement pursuant to which recognition was granted.

14. SUSPENSION OF THE AWARDING & ASSOCIATED RIGHTS TO THE AWARDING BODY

14.1. Notwithstanding any other clause(s) in this Agreement, the NCVET may, by written notice of suspension to the AB, suspend all awarding and associated rights granted to the AB hereunder-

14.1.1. If the AB is found to be in breach of this Agreement or

14.1.2. Shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension

14.1.2.1. Shall specify the nature of the breach or failure, and

14.1.2.2. Shall provide an opportunity to the Awarding Body to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Awarding Body of such notice of suspension.

14.2. The recognition to the Awarding Body may be **suspended** by the NCVET under the following scenarios:

14.2.1. Awarding Body fails to have at least one qualification being run within a year of recognition by NCVET.

14.2.2. At any time during the validity of this agreement, Awarding Body falls in the high-risk/ medium risk category as per the Risk Assessment Framework detailed out in the AB Manual released by NCVET.

14.2.3. Awarding Body fails to furnish the relevant information as prescribed in Self-Evaluation Form prescribed under Annexure IV of the Awarding Body Operational Manual within one month of the completion of one year of recognition period.

14.3. During the suspension period, **recognition to the Awarding Body shall remain suspended and the Awarding Body shall not enroll trainees/ learners in any of the training agencies**. Already enrolled **trainees/ learners in any of the affiliated training bodies, 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 Awarding Body.**

14.4. **As soon as the** Awarding Body makes good deficiency/ deficiencies and ensures compliance with the NCVET guidelines and the same is found satisfactory, the recognition of Awarding Body may be restored at the discretion of the NCVET.

14.5. Awarding Body shall get a maximum period of **six months** after suspension to make good the deficiencies and ensure compliance with the NCVET guidelines.

15. TERMINATION OF THE AGREEMENT

15.1. **By NCVET:** The NCVET may terminate this Agreement by giving not less than 15 (fifteen) days' written notice of termination to the AB after the occurrence of any of the events specified in clause 14 come to its notice and, if:

15.1.1. The AB fails to remedy the breach hereof or remedy the failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 13 hereinabove, within 15 (fifteen) days

of receipt of such notice of suspension or within such further period as the NCVET may subsequently grant in writing;

15.1.2. The AB 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;

15.1.3. The AB fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 18 hereof;

15.1.4. The AB submits to the NCVET a statement which the AB knows to be false and which has a material effect on the rights, obligations or interests of the NCVET;

15.1.5. Any document, information, data or statement submitted by the AB in its Proposals, based on which the AB was considered eligible for grant of recognition, is found to be false, incorrect or misleading;

15.1.6. As a result of the Force Majeure, as listed in Clause 19 of this agreement

15.1.7. A situation of Breach of Agreement as set out in the Awarding Body Guidelines 2025 & Clause 14 of this Agreement;

15.1.8. The Council decides to terminate this Agreement for any other justifiable reasons to be recorded in writing.

15.2. **By Awarding Body:** The AB may, by not less than 30 (thirty) days' written notice to the Council, such notice to be given after the occurrence of any of the events specified in this Clause 14.2, terminate this Agreement if:

15.2.1. The NCVET is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the NCVET and AB may mutually decide) following the receipt by the NCVET of the AB's notice specifying such breach in question, the manner in which such breach has affected the performance of the Services of the AB under this Agreement and the action required from the NCVET with regard to such breach;

15.2.2. As a result of the Force Majeure, the AB is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

15.2.3. The NCVET fails to comply with any final decision reached as a result of arbitration pursuant to Clause 18 hereof.

15.3. **Cessation of rights and obligations:**

Upon termination of this Agreement pursuant to Clauses 14.1 or 14.2 hereof, or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except

15.3.1. Such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination;

15.3.2. The obligation of confidentiality set forth in Clause 21 hereof;

15.3.3. Any right or remedy which a Party may have under this Agreement or the Applicable Laws.

15.4. **Cessation of Services/Activities:**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 14.1 or 14.2 hereof, the AB shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services/Activities to a close in a prompt and orderly manner without causing any detrimental effect to the trainees/ongoing batches of trainees or work/ service in question.

16. CONDITIONS AMOUNTING TO BREACH OF THE AGREEMENT

16.1. Non-conformity to the terms and conditions of the agreement by the Awarding Body may constitute a breach of the agreement;

16.2. Non-conformity to the eligibility and continuation criteria by the Awarding Body leading to the high-risk rating of the Awarding Body will lead to the breach of the agreement;

16.3. In the circumstances of any breach arising out of the non-conformity of the provisions of this agreement by the Awarding Body would be considered as the breach of agreement.

16.4. Under the circumstances of the breach, arising due to high-risk rating of the Awarding Body, NCVET shall issue public/private warning and/or levy penalties and subsequent termination of the agreement as per the section 7.2.2 of the Awarding Body Guidelines 2025.

17. GRIEVANCES AND DISPUTE RESOLUTION

17.1. The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute. If the Parties are unable to resolve the Dispute through negotiation within fifteen (15) days after service by a Party of such a request, then the Dispute shall be resolved in accordance with the provisions of Clause 18.2 below.

17.2. Grievance of the Awarding Body against the Council or any other agency recognized by the NCVET, pertaining to NCVET guidelines on regulation and recognition of awarding bodies, shall be resolved in accordance with the "Grievance Redressal Guidelines" to be released by the Council.

18. Arbitration

18.1. All disputes or differences whatsoever arising between the Parties out of or relating to the construction, meaning, operation or effect of this Agreement or breach thereof shall be amicably settled by mutual discussions;

18.2. In the event that the Parties are unable to resolve a dispute as provided in Clause (17.1) above, 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.

18.3. The place of arbitration shall be New Delhi only and all the arbitration proceedings shall be conducted in the English language.

18.4. 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.

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

19. FORCE MAJEURE

19.1. Force Majeure: The NCVET or the AB 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').

19.2. 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:

19.2.1. Is beyond the reasonable control of the affected Party;

19.2.2. Such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;

19.2.3. Does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;

19.2.4. Is of an incapacitating nature and prevents or causes a delay or impediment in performance; and

19.2.5. 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,

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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 AB and which affect the timely implementation and continued operation as mandated in this agreement; or

(d) Any event or circumstances of a nature analogous to any of the foregoing.

(e) Any Pandemic like COVID

II. Political Events

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

19.3. **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.

19.4. **Allocation of costs arising out of Force Majeure**

19.4.1. 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;

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

19.4.3. 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.

19.5. **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.

19.6. **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.

20. INDEMNITY

20.1. NCVET 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 Awarding Body or Training Bodies affiliated or accredited to AB under this Agreement.

20.2. Awarding Body hereby declares and irrevocably undertakes that it shall defend, hold harmless and indemnify NCVET 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 AB shall assume full responsibility for the payment of indemnification, penalties, attorneys' fees, legal costs and other charges.

21. CONFIDENTIALITY

21.1. Each Party shall keep all trade secret, knowledge, data, or other information relating to the other Party, information relating this Agreement ("Information") confidential.

21.2. 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.

21.3. 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.

21.4. Nothing in this Agreement shall restrict the Council from disclosing any information as may be required by the Government.

22. DATA MANAGEMENT AND PROTECTION

22.1. Awarding body is mandated to furnish all information/data pertaining to the recommendations of the AB Guidelines 2025 and as may be prescribed by the Council and as and when required by NCVET.

22.2. The Awarding Body must take all steps to ensure that each Trainee/learner undertaking training in a qualification, which the Awarding Body is offering, is registered in a way that permits the learner to be clearly and uniquely identified as may be prescribed by the Council.

22.3. In line with Government of India directives, NCVET and Awarding Body and its network of third-party agencies should maintain the confidentiality/storage of the learner's personal information including Aadhar Number.

22.4. A policy on data management and security adhering to all government directives and Council's guidelines on the subject must be formulated and followed by the Awarding Body.

23. NOTICES AND PROCESSES TO COMMUNICATE

Any Notice or any other communication as prescribed in this agreement shall be made in accordance to the NCVET Communication Guidelines being issued.

24. IMPOSITION OF ANY FINANCIAL PENALTIES

For all penalty clauses mentioned in this agreement which may enable imposition of financial penalties on an AB, NCVET shall release the necessary guideline from time to time in consultation with Government of India.

25. GOVERNING LAW AND JURISDICTION

25.1. This Agreement, including all matters relating to its validity, construction, performance, and enforcement, shall be governed by, and construed in accordance with Indian Law.

25.2. 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.

26. 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 10/04/2026 first above written:

From and on behalf of National Council for Vocational Education and Training (NCVET) **(first party)** Signed, sealed and delivered by	From and on behalf of Dr. Babasaheb Ambedkar Open University (BAOU) (**second party**) Signed, sealed and delivered by
National Council for Vocational Education and Training (NCVET) Ministry of Skill Development and Entrepreneurship, Government of India **Address:** 4th Floor Kaushal Bhawan Chanakyapuri New Delhi – 110023 e-mail: help-ncvet@gov.in Tel: +91 11 25788001-11 **Authorized signatory:** **Lt. Col. Vikram Singh Bhati** **Designation: Secretary to the Council cum Director NCVET**	**Name of the Recognized Body:** **Dr. Babasaheb Ambedkar Open University (BAOU)** **Address:** 'Jyotirmay' Parisar, Sarkhej - Gandhinagar Highway, Chharodi, Ahmedabad – 382481, Gujarat, Bharat **Email:** info@baou.edu.in **Authorized Signatory:** **Dr. Maheshprasad Trivedi** **Designation: Director (Academics)** **Dr. Babasaheb Ambedkar Open University, Ahmedabad, Gujarat**
In the presence of witness:	
Witness 1 **Name:** Milan Kumar Sahu **Designation:** Deputy Director **Address:** 4th Floor Kaushal Bhawan Chanakyapuri New Delhi - 110023	**Witness 2** **Name:** Prof (Dr.) Nilesh K Modi **Designation:** Director, School of Computer Science **Address:** 'Jyotirmay' Parisar, S G Highway, Chharodi, Ahmedabad – 382481, Gujarat

Annexure A

Major Essential Parameters required to be included in the Agreement, under the Delegated Regulation, Between the NCVET Recognized Awarding Body and the Training bodies (Training Providers/ Training Centers) to be affiliated by the awarding body. (Kindly note these are minimum parameters as prescribed by NCVET, an AB shall be free to add over and above these essential parameters)

1. Under the delegated regulation, the awarding body is responsible for overseeing the functioning, quality and performance of training bodies/ training centres. As mandated under the AB Guidelines the Awarding Bodies are required to sign an agreement with their empanelled/ affiliated TPs/ TCs.
2. Every TP/ TC shall be required to submit a detailed business plan to ABs containing the parameters highlighted in the agreement. An AB shall essentially include all the quality assurance parameters in the Agreement with the training bodies. An indicative list of recommendations that should mandatorily form the part of the agreement between training body and AB, amongst others, are detailed below. ***All the parameters should be supported by measurable evidence and valid means of verification, to be defined by the AB***. The recommendations along with some illustrative parameters are outlined below:
   a. **Legal Status of the Training body:** The training/education institution is a legal entity registered/ affiliated in India as one of the following – (i) Registered under the Company Act, 1956; or (ii) Registered under Society Act, 1860; or (iii) Charitable Trust; or (iv) Consortium/Partnership/Proprietorship; or (v) GOI/State affiliation and the training body should have valid registrations. Some illustrative parameters are:

i.	The entity must be a registered entity under an Authority/Central/ State Act of India
ii.	Should have valid PAN and GST registration numbers except were exempted by Govt
iii.	TP should not have been blacklisted by any Govt Department, PSU, organization or for any Govt project

   b. **Financial Viability:** The training body must demonstrate the continuing viability, including financial viability, of its proposed operations for the period of empanelment with the AB. Some illustrative parameters are:

i.	Well defined cash inflow and outflow
ii.	Audited statements of the organization for last 3 years
iii.	Defined system in place for bookkeeping and maintaining of records

iv.	Complete regulatory compliance wrt taxes including GST
v.	To have a business plan in place with financial projections

c. **Infrastructure**: The training body must ensure that their training infrastructure, including physical infrastructure, the required tools and equipment, IT infrastructure, internet connectivity etc., is in line with the recommendations of the qualifications offered by the AB. Some illustrative parameters are:

i.	To make available the required tools and equipment for training listed out in a qualification
ii.	The classrooms/labs to be as per the requisite number of batches to be trained
iii.	Functional IT infrastructure, including internet connectivity to be in place
iv.	Availability of digital, biometric enabled and adhaar based attendance system

d. **Mobilization and Counseling of the Learners/ Trainees:** 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 in taking up the said qualification(s). Some illustrative parameters are:

i.	To have a well-defined implementation plan and dedicated team for mobilization and counselling candidates
ii.	Record of prospective candidates is well maintained
iii.	Periodic and regular training awareness and mobilization drives are conducted
iv.	Availability of effective counselling tools like psychometric tests and analysis
v.	Maintaining details of trainees mobilized for funded/govt. schemes and sharing the details a week before commencement of course

e. **Learning Resources:** The training body must ensure that learning resources and teaching aids, lesson plan, training assignments etc, including digital content/ resources (text documents, videos, simulation etc.), for learners and trainers are appropriate to the qualifications being delivered and are present in sufficient numbers (Appendix A). Some illustrative parameters are:

i.	Availability of adequate training and learning material as per batch size/ enrolment
ii.	Ensuring that learning resources are also available in vernacular languages

f. **Training Pedagogy and Delivery:** 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. Some illustrative parameters are:

i.	Availability of training calendar as approved by AB
ii.	Indicate innovative ways of training delivery adopted
iii.	TP/TC to ensure adherence to ToT calendar
iv.	Appropriate batch size as defined by AB/ qualification
v.	Ensure that duration and learning outcomes of training conform to those defined in qualifications
vi.	TP should have provision for online/ blended teaching and learning methods
vii.	Biometric/ Adhaar enabled attendance system in place for trainees, trainers and assessors
viii.	**Minimum attendance criteria for the learners/ trainees**

g. **Availability of Qualified Trainers and Staff:** The training body must ensure the availability of dedicated/ adequate number trainers per batch in line with the recommendation of the qualification. The qualification and experience of the trainer should conform to the recommendations of the said qualifications.The training body should ensure that they have sufficient staff to perform activities offered by the training body. Some illustrative parameters are:

i.	Ensure that the trainers have requisite qualification and are TOT certified
ii.	Ensure that number of trainers are as per the qualification and batch size
iii.	Availability of trade specific certified master trainer
iv.	Sufficient staff to offer management support and carry out various services offered
v.	Maintain the attendance record of Master Trainers and Trainers, **biometric attendance for practical skills trainers**

h. **Assessment Delivery:** The training body shall offer all the necessary support to the AB 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.** Some illustrative parameters are:

i.	Robust and impartial systems of assessments in place
ii.	Aiding digitization of assessment (biometric, CCTV, Aadhar enabled),
iii.	**Video recording of assessment process (Essential)**
iv.	Timely communication of date of completion of batch and scheduling of assessments
v.	Intimate immediately to the AB in case of any malpractice comes to its notice at the time of assessment

i. **Transparency:** 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.

j. The Vocational Education and Training in the qualification **shall be imparted in the Indian Language** of the State concerned.

k. **Data Management System and Technology: T**he 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 ABs with whom it is affiliated and with NCVET, as and when demanded. Some illustrative parameters are:

i.	To effectively capture details of student enrolled, certified, placed and dropouts for the period of affiliation with an AB
ii.	Evidence of ongoing and/or completed trainings
iii.	MIS systems in place and data migration within and outside the organization is smooth
iv.	Updated online availability of training data on the website
v.	Adherence to data protection laws, security and other norms& practices
vi.	To ensure availability of a dedicated personnel member for online learning platform
vii.	Any other data, as relevant, for ensuring quality

l. **Monitoring and Reporting:** The training body shall be mandated to abide by the reporting requirements in line with agreed KPIs of NCVET and the AB.

m. **Industry Engagement:** 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. Some illustrative parameters are:

i.	MoU with Industries/ Employers in the Sector
ii.	Well defined process for arranging OJT/ Apprenticeship
iii.	Periodic industry awareness sessions/ visits and industry interactions are conducted for candidates

n. **Inclusion:** 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). Some illustrative parameters are:

i.	TP to ensure compliance with regulatory norms wrt inclusion of women, PwDs or special section of society/ socially and economically disadvantaged groups (SEDGs).
ii.	TP to facilitate engagement of women and PwD candidates as trainers

o. **Placement:** The training body must ensure sufficient industry tie ups are facilitated to ensure placement of the successful learners/ trainees. Some illustrative parameters are:

i.	Ensure availability of detailed process and dedicated department for placement
ii.	Mechanism for pre and post placement support for Job placements
iii.	Organize periodic placement drives/ melas for candidates
iv.	TP should ensure credit and market linkages to support those learners seeking self-employment

p. **Any other Parameters:**

i.	To comply with norms of the concerned entity wrt usage of logo and other branding materials
ii.	Ensure accuracy and integrity of marketing/ information sharing
iii.	Timely distribution of certificates issued by AB in the format and specifications prescribed by NCVET
iv.	TP/TC to provide all relevant and necessary support to AB for enablement of digilocker
v.	Ensure that there are no malpractices, whatsoever. In case of any such verified report, suitable action shall be taken against the TP/TC.

q. **Grievance Redressal Mechanism and Posh Committee:** The training body must have a robust grievance mechanism including a Grievance Redressal Cell (GRC) in line with NCVET guidelines. The Training body must ensure having a and

dedicated POSH committee (Prevention of Sexual Harassment at the Workplace) for resolution of related matters in line with prescribed Guidelines.

r. **Rights of the Training body:** The training body can raise its grievances to the AB, 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 AB as per the processes and timelines defined by NCVET under the Guidelines for Grievance Redressal.

s. Any other guidelines or parameters to be specified NCVET from time to time.

Appendix A

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

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 scaffolded 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.

Annexure B

STATE OF NSQF ALIGNED AND APPROVED QUALIFICATIONS

Sl. No	Sector	NQR Code	Name of Qualification	Developing Agency	Notional Hours	Level	Date of Approval	Validity