

## POWER SECTOR SKILL COUNCIL

### MEMORANDUM OF ASSOCIATION CUM SERVICE LEVEL AGREEMENT

This Memorandum of Association cum Service Level Agreement is executed on the ..... day of ..... at New Delhi by and between the parties:

\_\_\_\_\_ (Name of the Assessing Body/Institution/Trust/Society/Company/Firm) a non-profit company, registered under the Companies Act, 1956/Societies Registration Act 1860 having its registered office at \_\_\_\_\_ (hereinafter referred to as “Assessing Body/AB” 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 of the Founder/CEO/MD/Director/Authorised Person), the Managing Director/Chief Executive Officer of \_\_\_\_\_

**And**

**Power Sector Skill Council** a section 25 company under companies Act of Ministry of corporate affairs having its registered office at **Plot No. 4, Institutional Area, CBIP Building, 2<sup>nd</sup> Floor, Malcha Marg, Chanakyapuri, New Delhi – 110 021** (herein referred to as **PSSC**, which expressions shall, unless it be repugnant to the subject or context thereof, include its permitted assigns, associates and successors assigns) acting through its duly authorized representative **Shri Vinod Behari, the Chief Executive Officer, PSSC.**

The **AB** and **PSSC** are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

As **PSSC** is the nodal entity for the execution of skill development scheme in the **Power** Sector and **AB** is in business of training assessment, **AB** has made an application to **PSSC** for the accreditation as the Assessment Body.

**NOW THEREFORE, THESE PRESENTS WITNESSES AS FOLLOWS:-**

#### **1. Terms and Conditions of accreditation:**

AB acknowledges and agrees that the accreditation shall be subject to terms and conditions and scope of work as prescribed by the PSSC (without limitation) as set forth below:-

- (i) Assessment would be guided by the Assessment criteria designed & approved by PSSC.
  - (ii) Shortlist assessors for specific job roles, in consultation with PSSC.
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- (iii) Empanel assessors, as required, in accordance with requirements of PSSC and after obtaining PSSC concurrence.
  - (iv) Formulate Question Bank for the assessment of different job roles in consultation with PSSC.
  - (v) Agree that training of assessors as QPs would be facilitated on as required basis.
  - (vi) Agree that incorporation of Technology based/online 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 PSSC.
  - (vii) Provide support in pre-screening tasks and work with PSSC to update agency details on to the SDMS.
  - (viii) Coordinate and Liaise with training partners to get information about commencement of training batches.
  - (ix) Within 2 (two) working days on receipt of information regarding commencement of training batches by the training partner, intimate acceptance for assessment of training program related tasks.
  - (x) Within 2 (two) working days of acceptance for conducting the assessment, send requisition to PSSC authorized assessors to carry out assessments on due date.
  - (xi) Inform training provider about the facilities (lab/test equipment, etc.) required to be provisioned for assessments.
  - (xii) Maintain an independent record of all candidates undergoing assessments.
  - (xiii) Ensure that authorized assessors are sent to training locations/sites on the specified date and time.
  - (xiv) Ensure that all assessments conform to assessment guidelines and that these are undertaken as per the pre-defined format and in accordance with each of the performance criteria outlined in respective qualification packs.
  - (xv) Ensure that the assessment exercise happens within the stipulated timeline and that onsite visits are conducted by the agency to cross check for quality and transparency of assessment exercises.
  - (xvi) Shall ensure that each Assessment will be filled in by Assessor in Assessment Form prescribed by PSSC.
  - (xvii) 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.
  - (xviii) Institutionalise 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 PSSC.
  - (xix) In the event of failure on account of assessor not providing the original documents, the payment due to the assessor will not be processed by PSSC.
  - (xx) 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.
  - (xxi) Agree that PSSC will validate the results of the assessment undertaken by assessors as per the qualification packs and share the results, as per the discretion of PSSC.
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- (xxii) Maintain time-stamped video recording/photographs of the assessments carried out for the duration as defined by PSSC.
- (xxiii) Ensure that the trainee being assessed is the actual candidate as per documentary proof of his UID and in case his UID is not available, assessment may be carried out after due diligence to establish his identity, however the certificate and would be issued only after receipt of his UID.
- (xxiv) Agree that the total assessment fee would not exceed ..... per candidate inclusive of all taxes.
- (xxv) Agree to pay PSSC, an annual fee of Rs. 1,00,000/- (Rupees One Lakh Only).
- (xxvi) Bear all expenses related to conduct of assessments including travel, boarding/lodging, preparation of assessment material, audit, etc.

## **2. Representations and warranties of AB:**

The AB 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 hereunder:-

- (i) It is duly registered under the laws of India and has adequate resources to perform its obligations under this Agreement.
- (ii) The execution of this Agreement and implementation is not in conflict/violation of any applicable law or its Constitutional Documents.
- (iii) 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.
- (iv) All information provided by the AB to PSSC 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.
- (v) 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 AB.
- (vi) 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 AB.

## **3. Code of Conduct for Assessors:**

**The Assessor will:**

1. Dress, present themselves and behave in a professional manner with fairness and high integrity
  2. Not arrive at work drunk, chewing tobacco or betel nut or with cigarette smoke on their breath. They will not indulge in any such activity or substance abuse during the entire duration of the assignment
  3. Ensure that all responsibilities are discharged as per standard outlined and expected in service level contracts and organizational commitments
  4. Not share confidential information with anyone except authorized personnel
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5. Not accept any bribe, inducements and any favors that pose a conflict of interest
  6. Not share passwords or assign their work to other unauthorized personnel
  7. Not be unfairly biased, or discriminate against anyone based on colour, caste, religion, social status, gender, disability, political and other affiliations, etc. or support such behavior
  8. Always prioritize health and safety to ensure safe working conditions prevail, for self and others
  9. Safeguard official materials including test papers, results, equipment, etc. from loss by theft, spoilage and misplacement
  10. Ensure adherence and compliance to all laws and regulations as applicable
  11. Not indulge in or support any harmful behavior such as bullying, cheating, corporal punishment, any other physical, mental or emotional abuse
  12. Treat all people with respect and dignity
  13. Not abuse one's power or position for personal gains or agendas
  14. Continuously make efforts to upgrade professional knowledge and skills
  15. Respect the privacy of others including physical spaces, personal information, etc.
  16. Report any breaches of code of ethics to the appropriate authority in a timely fashion
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AB also agreed to strictly follow further conditions, as may be specified by PSSC from time to time.

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

PSSC also reserves the right to change, amend, and modify the terms and details with two weeks notice.

\_\_\_\_\_

Signature (Assessing Body)

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

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

Institutional Seal:

Witness Signature

Name and Address

\_\_\_\_\_

(PSSC Signatory)

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

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

Office Seal:

Witness Signature

Name and Address

