

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is entered on this 24.02.2017 at New Delhi by and between:

National Skill Development Corporation, (CIN:U85300DL2008NPL181612) a company, registered under the Companies Act, 1956, having its registered office at A-Block, Clarion Collection, Shaheed Jeet Singh Marg, New Delhi-110 016 and licensed under section 25 of the Companies Act, 1956 (hereinafter called “NSDC” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assign) of the First Part;

AND

XXX (CIN: U72300TN2004PTC054644) a company, registered under the Companies Act 1956, having its registered office at XXX, (hereinafter called “**Training Institute**”, or “Training Partner”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assign) of the Second Part.

NSDC and **Training Institute** are individually referred to as Party and collectively referred to as Parties.

WHEREAS Indian Oil Corporation Limited, a company incorporate under the Companies Act, 1956 and Barauni Refinery being one of its Refineries unit located in Barauni in Begusarai district of Bihar hereinafter called as “IOCL-BR” and in discharge of its obligation towards Corporate Social Responsibility under the CSR Act, 2013 and rules made thereunder, has agreed to contribute funds to National Skill Development Fund (hereinafter called “NSDF”) to be used and utilised for the purposes of implementation of “Imparting Skill Development training” (hereinafter referred to as the “**Project**”).

AND WHEREAS NSDF, NSDC and IOCL-BR have entered into a Memorandum of Understanding dated XXX (“**MoU**”) thereby recording the various terms and conditions as agreed between the parties in this regard;

AND WHEREAS under the said Project, IOCL-BR shall contribute funds for the Project to NSDF which shall be further disbursed by NSDF to NSDC, and NSDC shall through its approved training partners, get the Project implemented by providing skill training and placement to youth and women, and work towards achievement of the aim of the Project to instil economic security and stability among youth through skill training and holistic development facilitating enhanced access to opportunities in Industry jobs and through self-employment;

AND WHEREAS in pursuance on the terms and conditions of the MOU, the Training Institute has been identified as an “Approved Training Partner” of NSDC for the purposes of executing the Project as per the terms of the MOU;

AND WHEREAS the Training Institute has offered to provide the services / training, as detailed in Annexure I (hereinafter referred to as “Training Programme”) attached to this SLA, and NSDC has accepted the offer subject to the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY MUTUALLY AGREED BETWEEN PARTIES HERETO AS FOLLOWS:

1. Objectives of SLA:

- 1.1 To create an environment which is conducive to a co-operative relationship between the parties to ensure the effective support for the implementation of the Project and Training Programme;
- 1.2 To document the responsibilities of all parties taking part in the SLA;
- 1.3 To ensure that the Training Institute achieves the provision of a high quality of service / training being imparted for the trainees in terms of the standards set by IOCL-BR / NSDC as communicated to the Training Institute;
- 1.4 To define the commencement of the SLA, its initial term and the provision for reviews;

- 1.5 To define in detail the service to be delivered by the Training Institute and the level of service which can be expected by IOCL and NSDC, thereby reducing the risk of misunderstanding;
- 1.6 To detail via a question list, information required from the Training Institute to extract from the students trained by the Training Institute;
- 1.7 To institute a formal system of objective service level monitoring ensuring that reviews of the SLA are based on factual data;
- 1.8 To provide a common understanding of service requirements/capabilities and of the principles involved in the measurement of service levels;
- 1.9 To provide for all parties to the Service Level Agreement a single, easily referenced document which caters for all objectives as listed above.

2. Period of Agreement

- 2.1 The SLA shall commence on the date of its signing by the Parties (in case of signing by the Parties at two different dates, the later date) and shall remain in force till 31st December, 2017 unless it is prematurely terminated in accordance with the terms of this SLA. The parties shall strictly adhere to and follow the timelines as agreed between them under this SLA.

3. Roles and Responsibilities of the Parties

- 3.1 The Training Institute undertakes to provide all the required skills, knowledge, care and diligence in the provision of training to the trainees selected for imparting training under the Project and Training Programme.
- 3.2 The Training Institute will establish contact with the IOCL-BR Nodal Officer, (to be obtained from IOCL-BR and intimated by NSDC) at the earliest for smooth co-ordination of implementation of the project.
- 3.3 The Training Institute agrees to set up the skill development centres at such location which is near IOCL-BR areas of operation as agreed upon between IOCL-BR and NSDC.
- 3.4 The Training Institute undertakes that the training programmes shall adhere to QP/NOS standards set forth by the relevant Sector Skill Councils resulting in third-party assessment and certification as per SSC guidelines.
- 3.5 The Training Institute undertakes to provide NSDC and IOCL-BR, the monthly MIS containing the following details:
 - Training Calendar

- Training Programmes – completed, ongoing, commencing during the month
 - Completed – Candidate details (completed/dropout), assessment date, certification status
 - Ongoing – Trainee details, dropouts, etc.
 - Commencing – Selection date, location, local point of contact
 - Photographs of the mobilization process, current batch and videos of all important events like selection, assessment etc.
- 3.6 The Training Institute shall provide the mode of selection and list of trainees for approval by IOCL-BR and NSDC before commencing any training.
- 3.7 The Training Institute shall include a representative of IOCL-BR in the selection process of trainees.
- 3.8 The Training Institute shall, at its own cost, ensure wide publicity around the identified locations of IOCL-BR so as to ensure that the information and benefits of the programme reach the people around the vicinity of IOCL-BR establishments.
- 3.9 The Training Institute shall mandatorily collect the Aadhaar Cards of all the candidates enrolled for the course and the same has to be uploaded onto the SDMS CSR-SSC portal-7.
- 3.10 The Training Institute shall co-brand IOCL-BR in all Training Programme related displays, coverage and publicities.
- 3.11 Training partners will have to ensure CCTV Camera in the classrooms and laboratories and Biometric Attendance in the training centre.
- 3.12 The Training Institute shall make available requisite infrastructure, qualified trainers, curriculum and delivery systems to provide training as per NSDC/Sector Skill Council Standards in line with National Skills Qualification Framework (NSQF) for implementation of skilling programs under the Project and Training Programme.
- 3.13 The Training Institute shall ensure timely submission of reports of the Training Programmes along with a consolidated dashboard.
- 3.14 The Training Institute shall keep informed the nodal officer of each location of IOCL-BR of the progress regarding the Training Programme.
- 3.15 The Training Institute shall provide NSDC and IOCL-BR Monthly Progress Report (MPR) along with centre contact details to facilitate involvement of IOCL-BR's officials in obtaining first hand feedback of selection process and

conducting of the Training Programmes. These reports shall be submitted in electronic and hard copies to NSDC and any further advice of IOCL-BR / NSDC thereon shall be binding upon the Training Institute.

- 3.16 The Training Institute shall ensure that the quality aspects, methodology of implementation of the Project and Training Programme complies with the comprehensive training as per industry requirement of the said region.
- 3.17 The Training Institute undertakes to submit additional report(s) to NSDC and / or IOCL-BR on a regular basis including but not limited to financial information such as utilization certificate as per NSDC monitoring guidelines.
- 3.18 The Training Institute undertakes and represents that the amount disbursed by NSDC for this Project, shall be utilized only towards the purpose as per above and for no other activity and that the Training Institute shall alone be responsible for any irregularity in selection of trainees, organizing the programmes, maintenance of records, placement of trainees etc.
- 3.19 The Training Institute undertakes that it shall ensure that important events like selection process, conducting of training programmes etc. shall be photographed for record and IOCL-BR / NSDC representatives shall be at the liberty to join such ceremonies. During the implementation of any activity, the expenditure on photographs and videography and for other related material to the Project and Training Programme shall be borne by the Training Institute.
- 3.20 The Training Institute shall be responsible for preparing all training material including occupational and training standards for the Project and Training Programme as per the terms of this SLA.
- 3.21 The Training Partner shall submit a comprehensive completion report of the Training being carried out by it under the Project to NSDC within 1 (one) month of completion of the training programme under the SLA. The said report should clearly state the activities undertaken, details of the number of beneficiaries under the Training Programme.
- 3.22 In the course of the Training Programme, the Training Institute shall ensure that adequate slot(s) are made available to IOCL-BR and NSDC in the training module to enable them to share their views with the trainees.
- 3.23 The Training Institute shall be solely and exclusively responsible for all acts and omissions of its staff and any persons, associations, institutions engaged by it whether or not in the course of implementing the Training Programme under the Project and for the health, safety and security of such persons or entities and their property.

- 3.24 IOCL-BR and NSDC shall have the absolute joint and several right to monitor the progress of the Training Programme undertaken by the Training Institute under the Project to ensure that the activities are being undertaken under the Project completely as per the agreed terms between the parties.
- 3.25 The Parties acknowledge and agree that the payment shall be made by IOCL-BR to NSDC through NSDF in terms of the Project, and thereafter by NSDC to the Training Institute in the form and manner as provided under Annexure III to this SLA. Notwithstanding anything contained in SLA, any Annexure or any other document, the Training Institute hereby agrees unconditionally that this SLA and any obligation of NSDC is subject to disbursement of funds to NSDC by NSDF / IOCL-BR.
- 3.26 NSDC shall coordinate Project monitoring and reporting, and make available resources for project coordination and reporting during the performance of Training Programme under the Project.
- 3.27 The Training Institute shall ensure that the training/skilling and other activities under the Training Programme is strictly completed within the budget ascribed for the Training Programme.
- 3.28 The Training Institute undertakes to implement the Training Programme and discharge its obligations under the present SLA as per the applicable laws.

4. Accounts, Records and Audit

- 4.1 The Training Institute agrees and undertake that the amount disbursed by NSDC shall be utilized only towards the purpose as said above and for no other activity and that the Training Institute shall alone be responsible for any irregularity in selection of trainees, organizing the training programmes, maintenance of records, placement of trainees, etc.
- 4.2 The Training Institute shall maintain all accounting records and documents for smooth and successful completion of the Training Programme under the Project. The Training Institute shall maintain and provide records showing the expenditure incurred, utilization of the drawdowns, and such records shall be open to examination and audit by IOCL-BR and NSDC through their authorized representatives at any time during and after expiry / termination of SLA.
- 4.3 The Training Institute shall submit quarterly utilization certificate duly certified by the Chartered Accountant to NSDC, for the amounts released by NSDC as per Annexure III before the release of subsequent tranche. A

consolidated utilization certificate, duly certified by the Chartered Accountant will also be submitted at the completion of the project

- 4.4 IOCL-BR and NSDC shall be entitled to monitor the various centres and their authorized representative may undertake planned / surprise visit to inspect the progress of the Training Programme under the Project and ensure proper implementation of the same.
- 4.5 NSDC shall be entitled to seek clarifications/information whatsoever from the Training Institute with respect to the Training Programme under the Project. Any such clarifications/information sought by NSDC shall be responded by the Training Institute within 10 (ten) working days.
- 4.6 IOCL-BR and NSDC may, at their discretion, undertake inspection/evaluation of the impact/progress of the Project. Such inspection may be carried out anytime during or after the tenure of the Project. The Training Institute shall, as and when required, provide IOCL-BR and NSDC representative(s) reasonable cooperation and access to their records for such inspection carried out in connection with the MOU and this SLA.
- 4.7 The Training Institute shall upon receipt of notice from NSDC/ IOCL-BR, permit and make suitable arrangements for the representatives of IOCL-BR / NSDC and their representative, at such intervals as IOCL-BR / NSDC may determine:
 - (i) to visit and inspect the site where the training is being imparted by the Training Institute under the Project / Training Programme, the skill development training assets to carry out technical, financial and legal inspections; and
 - (ii) to examine the Training Institute's books of records, account and documents relating to the Project / Training Programme; to make copies there from; at all times during and after the completion of Project / Training Programme.

5. Representations

- 5.1 NSDC confirms that all information provided to Training Institute or its representatives, in connection with the Project and Training Programme, whether before or after the execution of this SLA, by or on behalf of NSDC is true, correct and complete in all respects on the date thereof, and is not false or misleading in any respect nor incomplete by omitting to state any fact necessary to make such information not misleading in any respect.

5.2 The Training Institute confirms that all information provided to NSDC and IOCL-BR or their respective representatives, in connection with the Training Programme to be conducted under the Project, whether before or after the execution of this SLA, by or on behalf of Training Institute is true, correct and complete in all respects on the date thereof, and is not false or misleading in any respect nor incomplete by omitting to state any fact necessary to make such information not misleading in any respect. The Training Institute also represents, confirms and affirms that it is in compliance of all applicable laws and possesses all statutory approvals and compliances for the execution of this SLA and for implementation of the Training Programme.

6. Performance Standards

6.1 The Training Institute undertakes to perform the service with highest standard of professional and ethical competency and integrity. The Training Institute shall promptly replace any employee or person assigned under this SLA whose performance is considered unsatisfactory by the monitoring team or for any other reason. The Training Institute shall be responsible for quality of modules / material of training as per standards specified by the Industry standards/ Sector Skill Councils.

7. Conflict of Interest

7.1 Neither the Training Institute, nor its personnel shall engage in any personal business or professional activities, either during the course of this SLA, which conflicts with or could potentially conflict with the object of the Project and Training Programme.

7.2 Subject to clause 7.1 above, Training Institute shall immediately inform NSDC of any such conflict and suggest/ take immediate remedial measures to ensure that the Training Programme under the Project is completed as per the terms and conditions agreed upon.

8. Disclosure of information

- 8.1 The Training Institute and its personnel shall not, during or after the expiry / termination of the SLA, disclose to any third party, any provision of the SLA or any confidential information arising from the SLA, other than as required for the proper performance of its respective duties hereunder or as may be required by a court or arbitral tribunal of competent jurisdiction except as per the applicable laws.
- 8.2 The Training Institute shall appropriately publicize about the training programme and its schedule etc. by ways of pamphlets/banners in the location where the Training Programmes are to be conducted to ensure maximum turnout of beneficiaries.
- 8.3 IOCL-BR's signage shall be placed in bold letters on the pamphlets and banners (in the language understood by majority of the population) used during the Training Programmes, without any liability / cost overheads on this account.
- 8.4 Wherever possible, the Training Institute shall consider giving wide publicity to the assistance provided by IOCL-BR under IOCL-BR 's Corporate Social Responsibility programme not only in their own internal publications, newsletters, but also in local dailies / any other mass communication channel etc. without any liability/ cost overheads to IOCL on this account.

9 **Force Majeure:**

- 9.1 If the performance of this SLA by either party is delayed, hindered or prevented or is otherwise frustrated by reason of "Force Majeure", which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster(s); restrictions imposed by the government or other statutory bodies which prevents or delays the execution of the Project, any event beyond the control of the parties to this SLA, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the SLA. From the date of the notification, NSDC may terminate the SLA forthwith or suspend the performance of the SLA for a period not exceeding 6 (six) months.
- 9.2 If at the expiry of the second period of suspension, the reasons for the suspension still remain, the parties shall treat the MOU as terminated due to Force Majeure.

10. Termination

- 10.1 In case of non-adherence to provisions of SLA by the Training Institute, NSDC may serve a written notice of 30 (thirty) days period to rectify the non-adherence to the provisions of SLA by Training Institute. In case of continuing unsatisfactory performance beyond 30 (thirty) days of notice period, NSDC shall have the right to terminate the SLA without any further notice or liability. In this eventuality, the Training Institute shall be liable to refund all the payments made to it on the date of termination.
- 10.2 NSDC may terminate the SLA in the event, the Training Institute is found involved in any manner or form in corrupt practices or misappropriating the funds/misutilization of funds, which have been marked for the Project.
- 10.3 Notwithstanding anything contained in this SLA or any other document, NSDC may terminate this SLA any time by giving 30 days written notice to Training Institute.

11. Settlement of Disputes

- 11.1 Parties shall endeavour to amicably resolve any dispute arising from this SLA. In the event the Parties are unable to amicably resolve the dispute arising out of the SLA, the dispute shall be referred to arbitration by a Sole Arbitrator to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Delhi. The conduct of arbitration proceedings shall be in English and the award passed by the sole arbitrator shall be binding on all parties.
- 11.2 Subject to 11.1 above, all disputes arising between the parties shall be subject to the jurisdiction of the Courts in Delhi only.

12. Confidentiality:

- 12.1 The Training Institute shall not during the term of this SLA or after the expiration, thereof, disclose any proprietary or confidential information relating to this SLA or the business or operations of the other parties to the SLA.

13. General Conditions:

- 13.1 Nothing contained in this SLA shall be construed or have effect as constituting a relationship of employer and employee or principal and agent or trustee and agent amongst IOCL-BR, NSDF, NSDC and Training Institute.
- 13.2 The Training Institute shall indemnify and hold harmless IOCL-BR and NSDC from any loss suffered by them on account of breach of this SLA by the Training Institute or any claim/action initiated by a third party, including any claim/damage to the beneficiaries arising out of the training or placement provided under the Training Programme. The indemnity protection available to IOCL-BR and NSDC under this SLA is independent of and in addition to such other rights and remedies as IOCL-BR and NSDC may have at law or in equity or otherwise, including the rights to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- 13.3 **Notices:**
- 13.3.1 Any notice or request to be given or made by a party to the other shall be in writing and posted, delivered personally or sent by courier, registered or certified mail. Such notice or request shall be deemed to have been duly received by the party to whom it is addressed if it is given or made at such party's address specified below:

NSDC

Office: A-Block, Clarion Collection, Shaheed Jeet Singh Marg, New Delhi - 110016

Kind Attn: The CEO, NSDC

Fax: +91 11 4656 0417

Training Institute: XXX

Office:

Kind Attn:

Fax:

- 13.4 Without prejudice to the other provisions of this SLA, in the event the implementation of the Training Programme under Project is not as per the scope of work and targets, IOCL-BR / NSDC shall reserve the right to withhold or reduce the amount/instalment amount or stop further disbursements of instalments, and release of the further instalment amount shall be made upon remedying of the unsatisfactory work and on resolution of the outstanding queries by IOCL-BR / NSDC to the satisfaction of IOCL-BR

/ NSDC. In the event the Training Institute fails to remedy the unsatisfactory work or resolve the outstanding queries, NSDC shall be entitled to seek recovery of the amounts already disbursed to the Training Institute under the SLA.

- 13.5 The Annexures attached to this SLA shall be deemed to be part of this SLA as if the provisions thereof were set out herein in extension. No modification or amendment of this SLA and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed and mutually accepted by the parties. The amendments shall be documented and shall ipso facto become the integral part of this SLA.
- 13.6 This SLA may be executed in one or more counterparts each of which shall constitute an original, but all of which when taken together shall constitute but one instrument.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE DAY AND YEAR FIRST HERE IN ABOVE WRITTEN.

<p>For and on behalf of National Skill Development Corporation</p> <p>-----</p> <p>Name: Designation:</p>	<p>For and on behalf of</p> <p>-----</p> <p>Name: Designation:</p>
<p>In the presence of witnesses:</p> <p>-----</p> <p>Name: Address: Block-A, Clarion Collection, (Qutab Hotel) Shaheed Jeet Singh Marg, New Delhi - 110016</p>	<p>In the presence of witnesses:</p> <p>-----</p> <p>Name: Address:</p>

ANNEXURE I - PROJECT BRIEF

The Training Institute will provide NSQF-compliant training to 240 persons in select locations and trades as below:

Locations (Dist)	Job Role	QP Code	Target	Notional Hours	Category	Assessment Fee	Training Cost	Per candidate training cost

Batch Strength: The batch strength can be a maximum of 30.

Selection of Candidates: Selection of Candidates to be done in consultation with the local IOCL-BR officials.

Minimum Duration: The training should be of a minimum of 1 month to ensure adequate coverage of the course topics and may extend further based on the requirement of the trade. The Training Institute shall provide adequate slot for IOCL-BR and NSDC to provide their views on the topic.

Assessment & Certification: The Training Institute shall ensure assessments through the relevant Sector Skill Councils.

Placement: The Training Institute shall ensure at least 70% placement, including self-employment, of the trained candidates. In case of self-employment or income enhancement, Training Institute to provide evidence of likely increase in monthly earning (Rs./month) within 2 months: Rs. 3,500.

Marketing: The Training Institute to ensure adequate coverage of the program sponsor (IOCL-BR) as elaborated in Section 8. The coverage to be in-line with the guidelines provided by IOCL-BR.

Reporting: The Training Institute to comply with the reporting guidelines as mentioned in Section 3.

Further Allocations: Any further allocations for training candidates under the Project will be done through an Addendum to this Service Level Agreement.

ANNEXURE II -BUDGET

The overall budget will be **RUPEES TWENTY THREE LAKHS EIGHT THOUSAND FOUR HUNDRED EIGHTY ONLY (INR 23,08,480)** inclusive of all taxes.

Details of budget details provided below:

Location	Course	QP Code	Trade Type	No. of Candidates	Cost Per Candidate *	Total Cost
Total Cost in INR (Inclusive of all Taxes)						

ANNEXURE III - DISBURSEMENT SCHEDULE

- 1.1 NSDC shall transfer the funds under this SLA to the Training Institute as per the schedule mentioned given herein under:

An amount of **RUPEES TWENTY THREE LAKH EIGHT THOUSAND FOUR HUNDRED EIGHTY ONLY (INR 23,08,480)** inclusive of all taxes, to be transferred in tranches as specified below: The fund disbursements shall be made in Indian Rupees.

CSR Disbursement Schedule		
Training Target: The total number of candidate allocation allotted to a Training Partner.		
Instalment	Percentage	Outcome Parameter
1 st	30%	On commencement of training
2 nd	30%	On successful completion of 100% training target.
3 rd	40%	On successful placement of atleast 70% of the certified candidates with a minimum of atleast 80% certification of training target.

2. All disbursements shall be deposited into the Bank account of the Training Institute of which the details are as follows:

Account Name: XXX

Account Number: XXX

Bank Name: XXX

Branch: XXX

IFSC Code: XXX