

Agreement

Between

**Department of Higher Education
Government of Himachal Pradesh**

And

Healthcare Sector Skill Council (HSSC)

And

Vidyanta Skills Institute Pvt. Ltd

For

**National Vocational Education Qualification Framework
(NVEQF)**

Program Implementation Support in H.P.





हिमाचल प्रदेश HIMACHAL PRADESH

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This Agreement has been made and agreed upon between all the parties mentioned below, signed on the 25th day of the month of April and year 2014

A. Objective

This Agreement is for collaboration on the introduction of Applied Skills in Healthcare and implementation under the Centrally Sponsored Scheme on Vocationalisation of Higher Secondary Education (CSSVE) in alignment with National Vocational Educational Qualification Framework (NVEQF) in Schools in State of Himachal Pradesh.

BETWEEN

Rashtriya Madhyamik Shiksha Abhiyan (Under H.P. School Education Society) Government of Himachal Pradesh, hereinafter referred to as "RMSA", (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorised representative, Mr. Ghanshyam Chand, State Project Director - RMSA, Himachal Pradesh Government.

AND

Healthcare Sector Skill Council, (Sector Skill Council set by National Skill Development Corporation, CII and Leading Healthcare Service Providers in India) is a not-for-profit organization, registered under the Societies Registration Act 1860, having its registered office at 711, Jasola District Centre, New Delhi 110025 (India), hereinafter referred to as "HSSC", (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), assigns through its authorised representative Babu Khan, Chief Executive Officer, HSSC



Handwritten signature and initials in blue ink.

AND

Vidyanta Skills Institute Pvt. Ltd., a National Skill Development Corporation partner, is a company incorporated in India under the Companies Act, 1956, having its registered office at C-511 Chittaranjan Park, New Delhi 110019 INDIA, hereinafter referred to as "VIDYANTA", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns, acting through its authorised representative Jonathan R. Lance, Co-Chief Executive Officer.

B. Background and Purpose

The Government of India has brought out a revised Centrally Sponsored Scheme of Vocationalisation of Secondary Education by integrating employability education into School Education in September 2011. The scheme is operated within the National Vocational Education Qualifications Framework (NVEQF), which establishes a system of clear educational pathways from school to higher education while providing certification of vocational skills. The project has been approved for the state of Himachal Pradesh by MHRD, GOI and accordingly Himachal Pradesh has been implementing the National Vocational Educational Qualification Framework (NVEQF) from the academic year 2013. The aim was to start the project in academic year 2013-14 at Class 9th (level 1) in normal track and class 11th (Level 1 & 2) in fast track mode in 100 government schools in Himachal Pradesh. The students who start at class 11th (Level 1 & 2) in 2013 will attain the Level 4 Certification by 2015 at the time of completion of 12th Standards (Secondary Education). The aim of this project is to make students employable when they complete secondary education. The Project will be jointly funded by Central Government and the State Government.

HSSC is a Sector Skill Council for the Healthcare Sector and has been set by the Confederation of Indian Industry (CII), National Skill Development Corporation (NSDC) and leading Healthcare Industry players in India with an aim to create an eco-system for quality vocational education in Allied Healthcare and Paramedics.

VTP is an applicant to NSDC for funding to set-up Skills Development Academy and would be applying to HSSC for affiliation with an objective to train and create a cadre of skilled, certified and employable allied Healthcare professionals

RMSA is a registered society under sub section 2 of section 11 of the H.P. Societies Registration Act, 2006 (No. 25 of 2006) established in the year 19th Day of March, 2010 and is based in Shimla, H.P.. RMSA is the implementing organization heading the NVEQF project for the session 2014-15 and onwards.

C. Roles and Responsibilities of RMSA

RMSA is the implementing organization and will be responsible for activities such as:

a) **Budgeting and expenditure** – Obtaining and manage the MHRD funding as per Centrally Sponsored Scheme of Vocationalisation of Secondary Education (CSSVE) sanction and the State funds for the project implementation. Allocate budget and sanction expenses in view of the CSSVE sanctioned plan per school for the activities/ interventions identified and executed by RMSA in coordination with VTP through HSSC subject to availability/approval /release of funds by the Central and State Government. The Activities/Interventions identified for VTP are as follows:

- **Faculty Selection** – The VTP shall adopt a transparent mode of selection for Vocational Trainers. The number of posts shall be advertised through leading regional Newspaper,



clearly specifying the minimum qualification and contractual honorarium of the teacher. The selection shall be made on the basis of personnel interviews. All the selected candidates should be bonafide Himachali. In case such selected candidates are not available, VTP's shall approach to the SPD RMSA for permission to select non - Himachali candidates. Monitoring and evaluation shall be carried out by Wadhvani Foundation. The final selection will be made after the intimation of the list of selected candidates to State Project Director, RMSA (H.P.)

- The Faculty deployed will be entitled one casual leave per month with prior approval of the Principal.
- Student/Community Mobilization.
- Transaction of Curriculum and Training Delivery
- Arranging Guest lecture as per guidelines. VTP must provide the guest lecture schedule in advance by 31st May, to the concerned district coordinators who in turn will facilitate its approval through RMSA.
- Arranging Industry Visit as per guidelines. VTP must provide the industry visit schedule in advance to the concerned district coordinators who in turn will facilitate its approval through RMSA.
- Regular monitoring
- Recommend a training coordinator through SSC/NSDC who would be coordinating with Vocational Trainers, monitor training, and liaison with all stake holders and should be based in H.P. Office.
- Any other activities/intervention specified by RMSA for the successful implementation of the Project.
- Substitute/ backup teacher to be arranged in case of 10 days or more of regular absence of VT.

- b) **Identification of districts/ schools** - Selection of districts and schools where Health care applied skills could be introduced.
- c) **Communication and marketing plan:** To create awareness, stakeholder engagement and bringing in the right talent into the NVEQF program. Counselling of students & parents to enrol into the program.
- d) **Skill Gap Study:** Assist in Skill Gap study in all Districts of the State, from demand and supply side.
- e) **Advisory Group:** Creation of advisory/management group at the various level for monitoring/feedback/regular assessments as to be decided from time to time by the RMSA.
- f) **Nodal Officers/ Coordinators:** Designate and recommend through DHE Nodal Officer/ Coordinators at Headquarters Level and also at District Level who will be responsible for overseeing/reporting the program implemented by VTP
- g) **Infrastructure for Setting up of Lab:** RMSA will construct/ provide one existing room for setting up lab in consultation with NSDC/Wadhvani Foundation/SSC and would procure equipment and instruments and set up a lab cum classroom.
- h) **Academic Certification:** Ensure integration of the courses with the scheme of examination of Himachal Pradesh Board of Secondary Education

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i) **Faculty Deployment:** The RMSA will outsource the training delivery to VTP through concerned SSC; prescribe qualification for Vocational Trainer, issue guidelines for selection of Vocational Trainers.

j) **Raw materials for lab:** RMSA would procure raw materials and consumables for training lab, in accordance with provisions laid down in CSSVE Scheme.

k) **Payment Schedule to VTP**

RMSA will make the payment to VTP within 7 working days in receipt of consolidated invoice submitted by VTP to RMSA.

VTP will utilize this fund for paying honorarium to the Trainer deployed in the project, maintaining backup Trainers and covering its administrative cost.

l) **MIS:** Generate MIS. RMSA will appoint a dedicated operator for the same at RMSA office – Shimla.

D **Roles and Responsibilities of VTP**

a) **Training Delivery:** VTP will arrange for competent Vocational Trainers who will be placed in the schools after attending the induction training organised by RMSA.

VT's Honorarium:

- Each Vocational Trainer will be paid a gross honorarium not exceeding Rs. 1.8lacs per annum @ Rs. 15000/- per month fixed.
- The expenditure details would have to be kept and maintained in a transparent manner by the VTP's. VTP's will present the invoice on monthly basis as per the actual payment to be made to the VT's along with their bank details. VTP's will be directly crediting the honorarium to the VT's account through RTGS.

VTP's Payment:

For the services being provided by the VTP, RMSA will credit the VTP's account with:

- 12 percent of the amount paid to the VT's for honorarium to cover management and monitoring expenses incurred on VT's. This amount will be paid in monthly instalment for twelve months from the flexible pool fund allotted by MHRD on monthly basis along with VT's Salary Invoice.
- Rs. 25,000 per month for 12 months as honorarium for VTP's coordinator. This amount will be paid in monthly instalment from the flexible pool fund allotted by MHRD. This shall be paid to the VTP along with the Invoices for the VT's Salary on a monthly basis.
- Rs 65,000 per academic year per school per VTP for 2VT's (Rs. 32,500/- for each VTP with single VT) for arranging guest faculty as per guidelines in one instalment at the beginning of academic year or on availability of funds from MHRD and would be provided to the VTP's from the component assigned for the same by MHRD. VTP will have to arrange for 2 guest lecturers per month for each class/Level 1-4.
- Rs. 35,000 per school per VTP for maintenance of tools and equipment's, software & e-learning materials, raw materials etc. in one instalment at the end of academic year/quarter or when fund is available to RMSA, would be provided to the VTP's from the component assigned for the same by MHRD (Rs. Seventy

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thousand per school per year) on the production of the receipt counter signed by the Principal.

- Rs.50,000 per academic year per school per VTP for 2 VT's (Rs. 25,000/- per school per VTP with single VT) to cover industry visit expenses and cost of providing hands on skill training to students in industrial and commercial establishment. VTP will have to arrange for 3 industry visits each for Level 1 to Level 4 as per the industry visit guidelines.
 - Office Expense Rs. 50,000/- per annum per school per VTP for 2 VT's (Rs. 25,000/- per school per VTP with single VT) will be provided (for Awareness & publicity, Guidance, transport and field visits) in one instalment at the beginning of academic year or on availability of funds from MHRD and would be provided to the VTP's from the component assigned for the same by MHRD.
 - Utilization Certificate needs to be provided by VTP to RMSA alongwith vouchers, bills and receipts component wise per school at the end of financial year and a copy of the same to be provided to the Principal and Distt. Coordinator concerned.
- b) **Training of Trainers:** RMSA with consultation of SSC would undertake "Training of Trainers (ToT)" program at periodic intervals to update the faculty /Vocational Trainers with the content developed, training methodology and adaptation to industry needs. VTP will make available their trainers for this program as and when required.
- c) **VTP Coordinator:** VTP would nominate "VTP Coordinator" who would act as a single point of contact representing VTP for NVEQF – H.P. program for coordination, monitoring, training, preparing reports and successful implementation of the program at Headquarter. The VTP coordinator will function under the overall supervision of RMSA and in consultation with WF/VTP and will keep WF/VTP/RMSA and district coordinators informed about all relevant aspects on monthly basis. In case he/she fails to discharge his/her duties satisfactorily, he/she will be given a cure period of one month. If his/her performance still does not improve, RMSA/WF will recommend his removal to VTP concerned within 10 days.
- d) **Guest Lectures:** VTP would engage guest lectures on periodic basis on the request of school principals for which payment will be made by VTP concerned. The schedule for the same must be provided by the VTP to the concerned District Coordinators before 31st May of every year. District Coordinators in turn will facilitate approval from RMSA for the same.
- e) **Contingencies, Student Management Information System Software, Field visits, publicity, guidance, counselling, and transport:** VTP would coordinate with RMSA and Wadhvani Foundation to undertake field visits, mobilize students, and conduct counselling session. Cost of 3 Industry Visits annually per level per school is to be borne by the VTP as per the Industry Visit Guidelines.
- f) **Industry involvement:** VTP will partner with relevant industries for deeper involvement into the course to make it market relevant. Involvement by industry will also help in mapping the market needs. VTP will facilitate placement of 70 % of the students on the successful completion of Level 4 certification.
- g) **Faculty Governance:** The faculty deployed by VTP will have to report to the principal on a daily basis. The day to day, attendance, functions they will be under the control of the principal.

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concerned whereas all other matters it will be to VTP with overall superintendence with the RMSA and the instructions, directions issued by the RMSA would prevail.

h) **Training Delivery:** VTP will ensure that the vocational training is delivered in concerned sector to students enrolling for the program with a view to get them employed in the sector, if they wish to. Following will be ensured by VTP and overseen /reported by SSC too :

- Ensure that the entire vocational content designed is delivered in the classroom within the stipulated time. Ensure quality parameters are met.
- Ensure conduction of internal assessments of students on a weekly/ monthly basis as per the assessment pattern set up for the domain.
- Conduct soft skill training including preparing the students for work as per the industry requirement.
- Inviting and organising guest lecturers from domain related experts working in industry.

i) **Service Level Terms:** Following Service Level Terms will be adhered to by VTP

- Complete the syllabus as per the time line.
- Conduct practical classes as per the syllabus.
- Conduct work readiness module and prepare students for world of work.
- Arrange industry visits/guest lectures as and when required.
- Facilitate industry interaction and interface.
- Assist/facilitate in placement of the students.
- Arrange campus interview wherever possible and needed.

j) **Performance Metrics/ Measurement:** VTP's performance will be measured through RMSA/SSC for:

- Content delivery as per timeline.
- Industry Engagement.
- Placement of students, who desire to seek employment after attaining Level 4 certification
- Percentage of students getting certified.
- Timely and accurate reports.
- Regularity of VT's in the schools

k) **Leave:**

- (i) The faculty deployed will be entitled one casual leave per month with the prior approval of the Principal concerned.
- (ii) Maternity leave provisions will be taken care by the VTP.

l) **Penalty Clause:** If any faculty is absent for more than 7 working days without intimation or 10 working days with intimation (a copy of the leave application should be sent to the RMSA through Principal concerned), RMSA /Principal concerned will impose a penalty on concerned VTP.

1. Financial implications would be laid out on the VTP after 20 days @ Rs 500 per day.
2. A show cause notice would be served on the 21st day to the VTP to arrange an alternate VT.
3. Post step (2) RMSA, NSDC will hear to the concerns of the VTP why no replacement/substitution was provided in the school and will take decision accordingly.
4. In case of delay in hiring/substitution in hard and tribal areas special permission needs to be taken from SPD, RMSA for extension of time.



m) **Termination of faculty:-** If any faculty is not found suitable up to the satisfaction of the Department up to two months the concerned VTP will straight way terminate the services of the said faculty and provide the substitute within ten days

E) Roles & Responsibility of SSC (Coordination to facilitate the following):

- a. **Identification of Trades/ Occupations:** Identify in-demand Trades/Occupations for which employment opportunities exist in the state of Himachal Pradesh.
- b. **Accrediting curriculum:** HSSC/PSSCIVE will provide the Curriculum suitable for the course for both students and teachers.
- c. **Training Delivery:** Under the responsibility of selecting the affiliated training partner to the RMSA, SSC will recommend appointment of its affiliate/empanelled partner - the Vocational Training Provider for the delivery of NVEQF level 1 to 4 training in Healthcare sector in Himachal Pradesh.
- d. **Quality Control of Training:** SSC will take the responsibility of ensuring quality control of Training of teachers.
- e. **Student Assessment and Certification:** SSC will organize for the assessment of skills in the practical exams and issue a joint certificate on the skills component to the successful candidate along with the Himachal Pradesh Board of Secondary Education (HPBoSE). The current rate of assessment cum certification all inclusive as set by MHRD is Rs. 600/- for Level 1 and 2 assessments and certification and Rs. 800/- for Level 3 and 4 assessment and certification. In the event of any change done by MHRD in the amount payable for assessments and certification in this program, the same will be applicable from the date of issue of the notification/funding by MHRD.
- f. **Post Placement Survey:** Coordinate with the state team in facilitating the post placement survey.
- g. **Student Assessment and Certification:** SSC will organize the assessment of practical skills and theoretical knowledge in coordination with HPBOSE.

F) COORDINATION OF MEETINGS AND LIAISON

All the parties to the agreement will establish procedures to facilitate regular contact at the executive and operational levels to discuss issues arising in relation to the Project.

All the parties will hold an annual meeting, between senior officials at least every three months to discuss the coordination of matters relevant to the operation of this Agreement. The NVEQF Cell of Directorate of Higher Education will coordinate all the stake holders for the meetings and other issues related to centrally sponsored scheme of Vocational Education.

G) OTHER COVENANTS


1. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper concerning the project under agreement is allowed only, after seeking explicit permission in writing by either party.
2. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation or negotiation between the Parties, without reference to any third Party. If still difference persists, the matter will be






referred to the arbitrator to be appointed by the Director of Higher Education, H.P. and his decision in this regard will be acceptable to all parties. The arbitration and conciliation act, 1996 and rules framed thereunder as amended from time to time shall be applicable to such arbitral proceedings under this agreement.

3. The VTP shall be responsible for the safety of the students during industrial visits. In the event of any mishap directly attributed toward the carelessness/indifferent conduct of the VTP, the VTP shall be liable for all the consequences arising out thereof. School Principal Shall also nominate one representative from school to be present during the Industry Visit is especially when girls students are there, female teacher shall be present during the industry visit. The cost of their transportation shall also be borne by the VTP. RMSA will issue industry visit guidelines in consultation with NSDC and WF for the same.
4. This Agreement will come into effect on date of signature by both the parties This Agreement may be varied at any time by mutual agreement of the parties in writing. It shall be reviewed three month before the end of contract date or at a time mutually agreed by the parties for possible renewal.
5. Each party might bring this agreement to an end provided they complete their current academic year by giving a 3 months' notice in advance before the end of an academic year to the other parties. In case of premature termination of agreement by VTP on the breach of terms and condition of the agreement, RMSA may consider this as breach of contract and recover the amount paid to them in that financial year to arrange for an alternative and VTP will also be blacklisted. The VTP shall also be liable to pay compound interest at prevailing commercial rates on the amount so paid to it.
6. RMSA will be monitoring the activities of VTP's through a point wise system for measuring their performance. Continuation of VTP's service for next year may be decided by RMSA accordingly. In case of below average performance of a VTP, in the interest of the students- RMSA will be free to terminate the agreement with a VTP at the end of an academic year without any prior notice.
7. The physical infrastructure like building developed, equipment purchased or any inputs /assets created with the funding under the programme under this MOU will be solely owned by Government.
8. This Agreement does not give authority to VTP and SSC to either represent or exercise opinion or decision, on behalf of the Government of Himachal Pradesh and *vice versa*.

Both the parties have set their hand in presence of the witness on 25th day of April Year 2014 as mentioned above.


Ghanshyam Chand
State Project Director,
RMSA
Himachal Pradesh



Babu Khan
CEO
Healthcare Sector Skill
Council




Jonathan R. Lance
CO-CEO
Vidyanta Skills Institute Pvt.
Ltd.

Dated:

Dated:

Dated:


Witness
SURESH NAIR
WADHWANI FOUNDATION


Witness
PROSENJIT SENGUPTA
ASTM

Witness
PIYUSH GOEL
KADA KANI NAGAR
CHAZIBAD UP