



**GUIDELINES
FOR
SELECTION & ACCREDITATION
OF
ASSESSMENT PARTNER**

1. ELIGIBILITY

Following applicants are eligible to apply:

Any entity fulfilling any of the following criteria:

Automotive Organizations including OEM/Component Manufacturers/Dealers

Carrying out assessment for automotive & related courses.

Carrying out assessment for other trades

Individuals with Automotive or assessment background desirous of becoming Assessing Bodies

Please Note :Notwithstanding the above the assessors to be used by the approved agency will be independently assessed by ASDC for the module for which these are planned to be deployed .

2. REGISTRATION PROCEDURE

All applicants are required to submit duly filled in and signed application in the prescribed form along with prescribed application fee.

All supporting documents, as given in the application form shall be submitted along with the application form

Application may be submitted to ASDC, either in person or through post and digitally by e-mail also.

3. APPLICATION FORM

Application form for Registration/ Accreditation as an Assessment Partner may be requested from ASDC by sending in a request via e-mail or normal post.

4. EVALUATION OF APPLICATION

ASDC shall evaluate all applications received.

ASDC may call for additional information, if required.

ASDC or its representative(s) may investigate the correctness of the information provided by the applicant.

The applicant may be called for a personal meeting/ interview with ASDC.

5. APPLICATION FEE

The applicant must submit a non-refundable application fee in form of Electronic transfer or a Cheque or Demand Draft, drawn in favor of 'Automotive Skills Development Council' payable at New Delhi.

The application fee for the year 2015 ~ 2016 is Rs10,000/-

6. ACCEPTANCE OF APPLICATION

ASDC shall officially intimate applicant about the successful evaluation of the application.

'Acceptance of application' shall not be the confirmation to partnership.

7. AFFILIATION/ ACCREDITATION LETTER

Based on successful completion of requirements and following recommendations of the Evaluation/Affiliation process, ASDC shall ask the applicant to:

Sign the 'Assessment Partner Agreement'

8. EVALUATION OF ASSESSORS

Based on the acceptance of application, the applicant, may proceed to propose competent assessors for obtaining ASDC approval

ASDC assessment methodology includes the following:

Theoretical Assessment (written/on-line)

Practical Assessment (simulator based/ on-machine)

Viva Voce

(ASDC may deploy all three or select assessment processes from above)

ASDC or representative(s) nominated by ASDC shall arrange to evaluate applicants or the applicant may be called at ASDC office to give demonstration.

9. OTHER IMPORTANT GUIDELINES

Affiliation/ Accreditation may be suspended or cancelled based on the terms of the Termination Clause of 'Assessment Partner Agreement'.

10. ASDC Contact:

Sunil K Chaturvedi

CEO

Automotive Skills Development Council

1/6 Siri Institutional Area, August Kranti Marg

New Delhi, India 110003

Ph no.: +91 11 41868090

E-mail: skc@asdc.org.in

Website: www.asdc.org.in

APPLICATION FORM FOR ASSESSMENT PARTNER

INSTRUCTIONS TO THE APPLICANT

1. Kindly go through the form thoroughly before filling it up.
2. It may be noted that the 'Applicant' here refers to the main promoter/ partner who would run the day to day operations of the proposed Assessment agency.
3. This application (refer Page 7-14) should be filled in English language only, either by typing or in block letters with black ink.
4. All the financial information should be mentioned in Rs. Lacs.
5. Please strike off the headings not relevant to your application.
6. If the space provided for giving the information is insufficient, please attach additional sheets.
7. Please attach documentary proofs as mentioned in the application form. Documentary proof requirement may be different for different establishments.
8. Application form may be sent in an envelope through post and by e mail to ASDC.

1. CONTACT DETAILS

Name of the Organization

Name of main promoter

Contact Details

Address:

District:

City:

State/ UT:

Pin Code

Telephone:

Mobile:

Fax:

E Mail:

Website:

2. ASSESSMENT MODULE(S) APPLIED	
ASDC competency based/ NOS based Module(s) opted for Registration	Please refer to the list of ASDC QPs on ASDC website
Applying for	First time <input type="radio"/> Reapplying <input type="radio"/>
If reapplying, date of previous application	
If reapplying, reason of re-application	

3. ORGANIZATION DETAILS

3.1 Type of Organization	Automotive Organization _____ Other _____	Yes/ No
	Courses for which assessment have been done: Course 1 _____ Course 2 _____ Course 3 _____ Course 4 _____ Course 5 _____ Course 6 _____	
	Assessment record giving details of assessment done in last five years: <i>Please attach</i>	

3.2 ORGANIZATION DETAILS

	Name:
	Date of incorporation:
	Nature of business:
	Number of permanent employees: Number of Contractual employees:

	Number of trainees assessed since inception in each course: Course 1 _____ Course 2 _____ Course 3 _____ Course 4 _____ Course 5 _____ Course 6 _____
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Documentary proof attached :

- | | | | | |
|------------------------------------|-----|----|-----------------------|-----------------------|
| 1. PAN Number | Yes | No | <input type="radio"/> | <input type="radio"/> |
| 2. Service Tax Registration Number | Yes | No | <input type="radio"/> | <input type="radio"/> |

PARTICULARS OF THE MAIN PROMOTER

Particulars of the main Promoter (who would run day to day operations)

Name:

Date of Birth:

Citizenship:

Residence Address:

Office Address:

*Please affix a recent
passport size color
photograph*

	Education Qualifications:			
	Particulars	Year of Passing	Institute	Degree
	Graduation			
	Post Graduation			
	Any other Degree			
	Total work experience: Brief background including business/ work experience:			
Details of other Promoters (including main promoter)	Name:			% stake:
	Name:			% stake:
	Name:			% stake:
	Name:			% stake:

Number of employees:

Particulars comprises	Permanent	Contract/ Temporary
Assessors		
Others		
Sub Total		
Total:		

Documentary proof attached

- | | | | |
|--|-----|----|---|
| 1. Certificate of Registration of company/Firm/Society/Trust | YES | NO | <input type="radio"/> <input type="radio"/> |
| 2. Memorandum of Assosiation | YES | NO | <input type="radio"/> <input type="radio"/> |
| 3. Audit account statement of previous year | YES | NO | <input type="radio"/> <input type="radio"/> |
| 4. PAN Number | YES | NO | <input type="radio"/> <input type="radio"/> |
| 5. Service Tax Registration number | YES | NO | <input type="radio"/> <input type="radio"/> |

6. Passport size photo of main promoter	YES	NO	<input type="radio"/> <input type="radio"/>
7 Age proof of main promoter(Driving license/passport etc	YES	NO	<input type="radio"/> <input type="radio"/>
8. Certificate for education qualification	YES	NO	<input type="radio"/> <input type="radio"/>
9. Income tax return of the Organization / Main promoter	YES	NO	<input type="radio"/> <input type="radio"/>

Assessment PARTNER AGREEMENT

This Assessment Partner Agreement is executed onday of 2013, at New Delhi, between:

Automotive Skills Development Council (ASDC), a society registered under the Societies Registration Act, 1860, having its registered office at Core 4B, 5th floor, India Habitat Centre, Lodhi Road, New Delhi 110003, which expressions shall include its subsidiaries, affiliates, associates, legal assigns and successors (herein after referred to as "ASDC").

And

....., a company registered under the Companies Act, 1956, having its registered office at, which expressions shall include its permitted assigns, associates and successors, (herein after referred to as "**Assessing Partner**")

ASDC &Assessing Partner is also referred individually as '**Party**' and collectively as '**Parties**'.

AND WHEREAS the Automotive Sector in India has been growing at CAGR of over 14% since the last decade and is expected to continue to grow at similar levels during the next decade. The economic liberalization coupled with technology, cost and manpower advantages as also the rising domestic demand have resulted in making India a choice destination for manufacturing automobiles and auto components for all global Automobile players.

AND WHEREAS the Automotive Industry, on account of its forward and backward integration, is a significant generator of employment, both direct and indirect, it is envisaged that there is a huge

- b. Approvals means Government of India's or State Government's or any Statutory Body's permission, consent, validation, confirmation, license or other authorization required to be obtained for implementation of the provisions of this Agreement.
- c. Applicable Laws mean various Statutes, Legislations, Rules and Regulations, Notifications etc. as and to the extent the same is applicable to the Parties and substratum of this Agreement.
- d. Person means an individual, company, body of individuals, whether incorporated or not.
- e. Assessment aids means and includes all hardware, software, equipment, or any other means used for assessment of trainees.
- f. Trainee means an individual selected for the training program by the Training Partner(s) of ASDC and who fulfills the eligibility criteria laid down in the Agreement.
- g. Assessor means an individual engaged by the Assessing Partner and certified/approved by ASDC, for assessing Trainees.
- h. Training program means generally a program of defined duration, organized by the Training Partner and certified/approved/accredited by ASDC and in accordance with the terms of this Agreement, for imparting training to the selected Trainees.
- i. Successful assessment of trainee means that the Trainee has passed all the qualifying tests and has been assessed successfully by the assessing partner affiliated by ASDC for this purpose.
- j. Certificate means any authentication document issued to the Trainee on successful assessment by ASDC.

Curriculum means and includes the syllabus/curriculum outline/curriculum standard/content for the courses offered by the Training Partner/ASDC.

1.2 This Agreement will be interpreted based on the following principles:

- a. All interpretations will secure the primary object of this Agreement set out in Clause 2.
- b. This Agreement reflects the complete understanding as on date of its execution amongst the Parties for the services to be rendered by ASDC & the Assessment Partner.
- c. Where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is a holiday, then the act, matter or thing shall be carried out or performed on the next following business day.

- d. Headings are for convenience only and shall not affect the interpretation of a Clause.
- e. Words importing singular shall include plural and vice versa, gender shall include all gender.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES TO ENTER INTO AN AGREEMENT HERETO AS UNDER:

2. PURPOSE

The purpose of this Agreement is to establish a partnership between the Parties for assessment of trainees in one or more of the several occupations related to Automotive Sector.

3. SCOPE & OBLIGATIONS OF THE PARTIES

3.1 **ASDC** shall be responsible for.

- a. Defining the qualification standard of the training program.
- b. Setting the qualification standards for the Assessors .
- c. Setting the qualification standards for the Trainee
- d. Training, Assessing & Certifying the Assessors of the Assessing Partner
- e. Providing assessing standards for the trainees as well as assessors
- f. Accrediting and approving the existing assessment methodology of the Assessing Partner provided it meets the accreditation criteria of ASDC.
- g. Providing the list of assessment aids and equipment required for assessment as per Clause 8.
- h. Overall guidelines of the assessment and their continual improvement
- i. Certification of Trainees
- j. Maintaining a data base for Trainees who have successfully completed the training and assessment
- k. Assist in Coordination with Training Partners
- l. ASDC will validate the results of the assessment undertaken by assessors as per the qualification packs and share the results.
- m. After the completion of result and associated documentation ASDC will pay the Assessment Partner the amount for assessment fees as per the agreed terms.

3.2 **Assessing Partner** shall be responsible for/to:

- a. Providing suitable assessment aids to conduct the assessment in accordance with the requirements stipulated by ASDC.
- b. Identification & shortlisting of Assessors as per the qualifications stipulated by ASDC
- c. Providing adequate administrative support to the assessor working in the field .
- d. Supervision of the Assessment
- e. Ensuring safe custody of the data/information provided by ASDC.

- f. Provide support in pre–screening tasks and work with the ASDC to update agency details on to the SDMS.
- g. Co-ordinate and Liaise with training partners to get information about commencement of training batches.
- h. Within two working days of receipt of information of the commencement of training batches by the training partner, provide decision to accept assessment of training program related tasks.
- i. Within two working days of acceptance of conducting the assessment, requisition certified assessors to carry out assessments.
- j. Ensure that certified assessors are sent to training locations/sites within the specified date and time.
- k. 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.
- l. Ensure that the assessment exercise happens within the stipulated timeline and that on–site visits are conducted by the agency to cross–check for quality and transparency of assessment exercises.
- m. Provide the results of the assessment along with the original assessment sheet (physically and electronically) to the assessment agency within two working days of the completion of the assessment.
- n. Ensure that copies of the original assessment papers are properly documented, collated filed as per government guidelines.

4. SCOPE OF ASSESSMENT

- 4.1 The Assessing Partner shall do assessment of the modules as per **Schedule 1** of this Agreement.
- 4.2 The Assessing Partner shall conform of the curriculum/ syllabus & course content as determined by ASDC/ obtained from ASDC.
- 4.3 The Assessing Partner shall use the Assessment Format/criteria / training content, trainee/trainer manuals and any other material provided by ASDC, exclusively for the purpose of assessment of training program(s) covered under this Agreement. Any material provided by ASDC shall not be reproduced, copied, transferred, sold or assigned to any other person/party by the Assessing Partner, directly or indirectly, without the written consent of ASDC.

5. ENGAGING/HIRING ASSESSORS

- 5.1 It shall be the responsibility of the Assessing Partner to engage/hire suitable and qualified number of Assessors for doing assessment as per **Schedule 2** of this Agreement.
- 5.2 The Assessors engaged/hired by the Assessing Partner shall be certified and approved by ASDC before being authorized to conduct the assessment. As per the policy they will have to qualify for QP's of a level higher than they will assess.
- 5.3 Assessors may be required to obtain re-certification based on modification/ up-gradation of the training module and as decided by ASDC.
- 5.4 The Assessing Partner shall not deploy/engage any assessor for ASDC assessments who has not been certified and approved by ASDC.

6. COMMERCIAL TERMS

The Commercial Terms related to this Agreement shall be as per **Schedule 3** of this Agreement.

7. BOOKS OF ACCOUNTS

The Assessing Partner shall keep separate and proper books of account as per Indian Accounting Standard and as per prescribed by ASDC from time to time, to reflect completely and accurately, the particulars of all transactions related to this Agreement.

8. REPORT & DOCUMENTATION

- 8.1 The Assessing Partner shall maintain:
 - a. Documentation of assessment and trainee or training partner feedback.
 - b. Attendance of Trainees, Assessors in all assessments
 - c. Documents & reports as desired by ASDC for transactions related to this Agreement.
- 8.2 The Assessing Partner shall provide assessment reports in a time period as prescribed by ASDC.
- 8.3 The Training Partner shall provide such other reports, though not limited to, monitoring & evaluation, financial information etc required by ASDC for audit purpose.

9. AUDIT & COMPLIANCE

The Assessing Partner shall cooperate with ASDC and provide all assistance to enable auditors/accreditors/assessors engaged by ASDC to view the records whenever desired by ASDC.

10. COMPETING BUSINESS

- 10.1 During the effectiveness of this Agreement and till expiry of twelve months thereafter, the Assessing Partner shall not directly or indirectly, carry on or be engaged/ interested in any business competing with business of ASDC.
- 10.2 During the effectiveness of this Agreement and till expiry of twelve months thereafter, the Assessing Partner shall not directly or indirectly, solicit industry partners/customers of ASDC for the purpose of offering services similar to or competing with ASDC.

11. INTELLECTUAL PROPERTY RIGHTS & NON DISCLOSURE

The Assessing Partner disclaims any right to or interest in ASDC trade mark/s and copyrights relating to the methods, the programs, courseware, operation manuals, information, material and services made available by ASDC and the goodwill derived there from and further agrees not to divulge or disclose information, procedures, technical and other information and programs made available by ASDC, confidential or proprietary to ASDC. Assessing Partner shall, upon expiry or termination of this Agreement, cease to use scope/syllabus/curriculum outline/curriculum standard/content I, of which the exclusive rights vest with ASDC.

12. USE OF ASDC NAME

The Assessing Partner will seek and obtain prior written approval from ASDC for using its name and promotional material during performance of work under this Agreement. Any violation of this clause shall be treated as an event of breach and shall result in termination of this Agreement.

13. INDEMNIFICATION

ASDC shall be under no legal 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 Assessing Partner under this Agreement. Assessing Partner hereby declares and irrevocably undertakes that it shall defend, hold harmless and indemnify ASDC against all loss, damage or claims or other lawsuits or proceedings that may arise out of breach of any of its obligations under this Agreement, including those arising out of any accident that occur during or in relation to the services and assume full responsibility for the payment of indemnification, penalties, attorneys' fees, legal costs and other charges.

14. MODIFICATION

- 14.1 This Agreement may be modified, through a written document signed by duly authorized representatives of both Parties.

In the event the Assessing Partner is required to close its activities for any reason beyond its control, the Assessing Partner shall provide at least 90 days prior written notice in that regard to ASDC and obtain its prior approval before closure of its activities. The Assessing Partner shall continue its activities during the above notice

- 14.2 period in such a manner, which shall not prejudicially affect the interest of ASDC, and to also ensure that the assessment of undergoing batch completes its tenure till ASDC's final assessment / completion.

15. DISPUTE RESOLUTION

- 15.1 This agreement shall be governed according to the Indian laws and each Party shall submit, only and exclusively, to the jurisdiction of the Courts at Delhi, India.
- 15.2 Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this Agreement or in relation to the subject matter contained in this Agreement shall, in the first instance, be resolved mutually between the Parties and in the event of non-resolution, the matter shall be referred to arbitration.
- 15.3 Arbitration proceedings shall be held in Delhi in accordance with the Arbitration and Conciliation Act, 1996 and procedures established for the purposes of regulating and determining matters relating to or arising to or arising from arbitration. Both the Parties shall mutually appoint one arbitrator failing which; the dispute shall be decided by an arbitration panel consisting of 3 arbitrators. Each Party shall appoint one arbitrator and both the arbitrators so appointed shall appoint a third arbitrator, who shall preside over the arbitration proceedings. Any decision, determination or award of the Arbitrator/s shall be binding on the Parties. Unless otherwise decided by the arbitrator/s, the cost of arbitration shall be shared by the Parties in equal proportion.

16. COMPLIANCE WITH LAWS

- 16.1 The Assessment Partner at all times and as its expense shall strictly comply with all applicable Laws, Rules, Regulations and Government orders, relating to its performance under this Agreement.
- 16.2 The Assessment Partner shall pay all fees and chargers required under any Law, Rule or Regulation and maintain in full force and effect all licenses, authorizations and registrations from all Government departments and agencies to the extent necessary to perform its obligation under this Agreement.

17. FORCE MAJEURE

The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this Agreement and such act or event is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence. Neither Party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly, from Force Majeure Events such as acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lighting

strike, etc. In such a case the affected Party shall notify the other party of the occurrence of such Force Majeure Event and should as a consequence, the performance under his Agreement be prevented for a period longer than 30 days, then the other Party shall have the right to terminate this Agreement.

18. SEVERABILITY

If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement, through a written document signed by duly authorized representatives of both Parties, and the other provisions hereof shall remain in full force and effect.

19. TERMINATION

19.1 ASDC may terminate this Agreement upon 30 calendar days notice in writing on occurrence of any of the events below:

- a. If the Assessment Partner does not remedy any failure in the performance of its obligation under the Agreement within 30 days of being notified of such a failure or within such further period as approved by ASDC.
- b. If the Assessment Partner fails to pay any dues as per the Financial Considerations. Schedule 3
- c. If the Assessment Partner becomes insolvent or bankrupt.
- d. If, as a result of Force Majeure event, the Training partner is unable to perform its obligation under this Agreement.
- e. If the Assessment Partner uses ASDC' name and promotional material without prior written consent, in contravention of Clause 12.

19.2 The Assessment Partner may terminate this Agreement upon 0 calendar days notice in writing on occurrence of any of the events below:

- a. If ASDC fails to perform any of its obligation under this Agreement
- b. If, as a result of Force Majeure event, ASDC is unable to perform its obligation under this Agreement.

19.3 The termination of this Agreement shall not prejudice or affect in anyway, the rights and benefits accrued or liabilities and duties imposed on the Parties of this Agreement.

19.4 Upon termination, the Assessment Partner shall:

- a. Cease to conduct ASDC certified/ accredited Assessments .Hand over all material, including assessment aids related to the program or otherwise provided by ASDC
- b. Hand over all registers, documents and supporting papers related to this Agreement.

19.5 Irrespective of the cause of termination of this Agreement, ASDC shall have absolute right to replace the Assessment Partner with any other suitable partner and the Assessment Partner shall have no rights to claims whatsoever in this regard.

20. NOTICES

All notices required or permitted by, or made pursuant to, this Agreement shall be in writing and shall be sent in person or by facsimile or by registered, first class airmail, return receipt requested and postage prepaid, to the following addresses:

If to ASDC:

Mr. Sunil K Chaturvedi
CEO
Automotive Skills Development Council
Core 4 B, 5th Floor, India Habitat Centre
Lodhi Road, New Delhi 110003

If to Assessment Partner:

.....
.....
.....
..... (Address)

This Agreement is executed on the official stationery of ASDC, in two counterparts, both of which together shall constitute one instrument and each of which shall be an original to be retained by either party.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN

For Automotive Skills Development Council

For

(Authorized Signatory)
Name: Mr Sunil K Chaturvedi
Title: Chief Executive Officer
Witness 1

(Authorized Signatory)
Name:
Title:
Witness 2

Name:
Place:
Date:

Name:
Place:
Date:

ASDC Assessment will have three elements :

1 Theory / Knowledge Test

2 Practical Demonstration of Skills

3 Face to Face Viva

1 Theory/Knowledge test will be carried out on line through a web link that generates a random Question Paper

Carrying multiple choice answers

2 Practical Test & Viva will be conducted by the Assessor as per ASDC QP guidelines/format

ASSESSOR PROFILE

Details will be provided as per the choice of module(s).

Item	Segment	requirement	QP /NOS/assessor certification/Industry Experience	remarks
Qualification	Mfg,R&D,Service	Degree/diploma in Engg	Minm 1 level higher than the Quality Pack taken up for certification+ assessor	
Experience	Mfg, R & D, Service	5 years min.in the corresponding occupation		
Qualification	Sales , Petrol pump operations & Driving Leasing, finance , Insurance	Degree/diploma in any discipline –	Same as above	
Experience	Sales , Petrol pump operations & Driving Leasing, finance , Insurance	5 years min.in the corresponding occupation		

COMMERCIAL TERMS

ASDC CHARGES

	Description	Discounted Fee Structure	Remarks
1	Application Fees	10,000	Non-refundable
2	Assessor assessment & Certification Fees	5,000	-
3	Assessor On Boarding Fees	As agreed with ASDC	

The above fees is applicable for the financial year 2013 ~ 2014.
 ASDC may revise the charges at its sole discretion

ASSESSING PARTNER'S CHARGES

Description	Charges	Remarks
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1	Assessment per student charge	As per agreement with ASDC	Values as assigned to the module/level.
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