AGREEMENT

This Agreement is made on 1st January 2016 at New Delhi

Between

National e-Governance Division (NeGD)- an Independent Business Division of Media Lab Asia (a Section 25 Company limited by Guarantee registered under the Companies Act, 1956) having its office at 4th Floor, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi (hereinafter

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shiliestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.
referred as “NeGD” which expression hereof includes its successors, administrators and assigns) represented through President & CEO, who is duly authorized to execute this agreement, on the first part.

And

National Institute of Electronics and Information Technology (NIELIT) a HRD arm of Department of Electronics and Information Technology (hereinafter referred to as “NIELIT”, which expression hereof includes its successors, administrators and assigns) represented through Managing Director (MD), who is duly authorized to execute this agreement, on second part.

NEG and NIELIT may hereinafter collectively be referred to as “Parties” and individually as “Party”

WHEREAS

a) Department of Electronics & Information Technology (DeitY), Government of India, has created an Independent Business Division called National e-Governance Division (NeGD) within Media Lab Asia (MLAsia), a Section 25 Company under the Ministry of Communications & IT, GOI, for taking up the tasks under the National e-Governance Plan including implementation of Capacity Building (CB) Scheme under NeGP.

b) NIELIT – National Institute of Electronics and Information Technology is a body with the Department of Electronics and Information Technology, Government of India engaged in the development of qualified human resources in the areas of IT, Electronics, Communications, Hardware, Cyber Law, Cyber Security, IPR, GIS, Cloud Computing, ESDM, e-Governance, and related verticals.

c) NEG and NIELIT have principally agreed to enter into an Agreement with the intent for the rollout of Basic ICT Skill Training Programs in North-East under Digital India initiative.

d) This AGREEMENT will be effective for a period of 02 years (two years) from the date of signing and can be renewed for a further term if mutually agreed by both the parties.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties mutually agree hereto as follows:

In consideration of the foregoing both parties agree that the project will be implemented, managed and monitored subject to the provisions of this agreement.

[Signatures]
2. **Scope**

It is agreed between the Parties that NIELIT will conduct training programs for 16,000 Government officers/officials of North East States as outlined in this agreement, which are aimed at the following activities:

(i) Conducting training program on Course on Computer Concepts (CCC) cf 80 hours duration as per training schedule at para 7.

(ii) Conducting training program on Course on Computer Concepts Plus (CCC+) in fast track, which has been specially designed for this project as per training schedule at para 7.

(iii) Plan the Programme, content and delivery under the guidance of NeGD.

(iv) To conduct 400 batches (assuming 25 participants per batch i.e. 10,000 candidates) of CCC Programme for different levels of officers/officials of the North East State Government.

(v) To Conduct 240 batches (assuming 25 participants per batch i.e. 6,000 candidates) of Course on Computer Concepts Plus Programme in fast track for different levels of officers/officials of the North East State Government.

(vi) Manage end-to-end activities of the above programmes through the regional State/Local NIELIT centers/ Affiliated centres

(vii) Wherever possible NIELIT will ensure and encourage capturing of attendance through Biometrics.

3. **Role and Responsibilities of NEGD**

i. Communicate with Department of Information Technology of North East State Governments and facilitate the conduct of the programmes.

ii. Create awareness and send communications on the programmes to the State Governments.

iii. Timely release of payments to NIELIT based on deliverables and timelines. NeGD will release the payment after submission of invoice subject to verification of documents.

iv. Monitor and evaluate progress of the programme from time to time.

[Signatures]
v. Guidance for using the necessary platform for awareness and communications, advertisements, brochures etc. as required for successful conduct of the programmes.

4. **Role and Responsibilities of NIELIT**

i. Liaisoning with State governments (IT Dept/Owner Dept) of nominated candidate/participant.

ii. Appoint one of the NIELIT Centres in NE as Nodal Centre for overall coordination, monitoring and rolling out the Project. Nodal Centre in turn will appoint Nodal Officers in each state to coordinate with State IT Department and other departments.

iii. Programme calendar will be worked out by Northeast Nodal Centre i.e NIELIT Guwahati and state nodal officers of each NIELIT Centre of North-East will communicate the training calendar to all the NIELIT extension/accredited/affiliated centres.

iv. Managing Nomination Process

   a. Send communications to departments for nominations in coordination with State IT Department, nodal officer of NILEIT Centre will send communication for seeking nominations from the state Departments with copy to IT Dept. & NeGD

   b. Nominations to be finalised in consultation with the State IT Department

   c. Maintaining a record of nominated participants

v. Awareness & Communications

Design awareness material in consultation with NeGD, such as nomination forms, mailing material etc. for State Govt. to distribute and attract nominations. As per the directions of NeGD, all training programmes will be preferably conducted through NIELIT’s own centre/extension centre or NIELIT accredited Training partners.

Each State NIELIT centre will manage the state and district level awareness and communication activities in the State with support of the State IT Dept. and SeMT.

vi. Preparation of training Calendar and Certification Process

   a. Preparation of Year wise Training Calendar

   b. Study material to be made available in online mode and hardcopy will also be provided to the participant.

   c. Certificate Process: Certificates to be issued by NIELIT to the participants who pass the online examination of NIELIT. Other participants shall be given participatory certificate.

Signed: [Signature]

Date: [Date]
d. All the NIELIT nodal officers at State and DHQ will manage pre-training and post training course activities and will share status from time to time as and when required.

Pre-Training Activities
   i. Inviting Nomination from State Governments
   ii. Facilitating registration of participant through Online portal and registering for Certification.

Post Training
   i. Conduct of Examination as per schedule
   ii. Compilation of MIS reports for further reporting.

e. NIELIT to ensure qualified faculty/ instructor for the delivery of quality training. In-case of any dissatisfaction among the participants towards quality of the training NILEIT will take corrective measures

f. NIELIT will maintain strong feedback mechanism

g. Maintaining reports (monthly/quarterly, overall)

vii. Post Training :
   a. Post training assessment

5. **Dispute Resolution**

1) Any dispute between the parties shall always be resolved by mutual consultation without any resort to arbitration or other form of legal remedy including resort to court of law. The Secretary, Department of Electronics and Information Technology will be the sole arbitrator and the decision passed will be binding on the parties.

2) Any notice / communications required to be given by the parties shall be addressed to the parties at the address specified at the first page of this Agreement.

6. **Course Fee:**

NIELIT will charge Rs. **3100** as course fee per participant for conducting CCC and customised CCC+ course for officers of state Governments of North East States. The course fee includes training fee, certification/examination fee (Rs. 360/- per participant) and refreshment and working lunch.

\[Signature\]

\[Signature\]
Table 1- Training Fee Component

<table>
<thead>
<tr>
<th>Particular</th>
<th>Hours</th>
<th>Rate per Hour</th>
<th>Training Fee (in Rs.)</th>
<th>Service Tax @ 14%</th>
<th>Total with Tax</th>
<th>For 25 Participant (in Rs.)</th>
<th>Total Cost (in Rs.)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCC</td>
<td>80</td>
<td>30</td>
<td>2400</td>
<td>336</td>
<td>2736</td>
<td>68400</td>
<td>27360000</td>
<td>400 batches for CCC</td>
</tr>
<tr>
<td>CCC+</td>
<td>80</td>
<td>30</td>
<td>2400</td>
<td>336</td>
<td>2736</td>
<td>68400</td>
<td>16416000</td>
<td>240 batches for CCC+</td>
</tr>
<tr>
<td>Total (in Rs.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>437,76,000.00</td>
<td></td>
</tr>
</tbody>
</table>

*Training fee includes cost of study material, tea/snacks and working lunch

Table 2- Certification Fee Component

<table>
<thead>
<tr>
<th>Particular</th>
<th>Base Exam / Certification Fee</th>
<th>Certification Fee for 25 Participant</th>
<th>Total Cost (in Rs.)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCC Exam</td>
<td>360</td>
<td>9000</td>
<td>3600000</td>
<td>For 400 batches</td>
</tr>
<tr>
<td>CCC+ Exam</td>
<td>360</td>
<td>9000</td>
<td>2160000</td>
<td>For 240 batches</td>
</tr>
<tr>
<td>Grand Total of Training + Certification fees (in Rs.)</td>
<td></td>
<td></td>
<td>495,36,000.00</td>
<td></td>
</tr>
</tbody>
</table>

7. Training Schedule:

Nominating / sponsoring department can depute their officers to attend the training in CCC or CCC+ course in either of the following two options:

a. Continuous Training Mode (Option 1): 6 hours a day (10:00 AM – 5:00 PM) with 1 hour lunch break for two and half weeks. (Sunday will be holiday)

b. Intermittent Training Mode (Option 2): 6 hours a day for 3 days a week for four and half weeks. (Sundays will be holiday)

8. Payment Terms

i. Course fee includes two component:

   a. Rs. 2736/- as training fee per participant to be paid for every nominated participant who had attended the training program on actual basis.
b. Rs. 360/- as certification/examination fee per participant for those participant who has appeared for online certification on actual basis.

ii. NeGD will make payment to NIELIT on quarterly basis, on submission of following details by the nodal centre

a. No. of nominations received
b. No. of participants attended
c. Participants' Details i.e. demographic details, sponsoring departments etc.
d. Day Wise Attendance details
e. Total Fee for training
f. Total fee for Examination cum certification

The payment shall be released within 3 weeks of submission of invoice.

9. Certification Process
Participant will have to register online on http://student.nielit.in for attending the training program. Certification/Online Examination will be held preferably on the 1st Saturday of the succeeding month of the training. Digital Signed Certificate will be issued to only those participants who will successfully pass the examination. Rest of the participants will be issued participatory certificate.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first above written.

For and on behalf of
National e-Governance Division

[Signature]
(Sunil Sharma)
Sr. General Manager (Project & Finance)
NeGD - Media Lab Asia
Department of Electronics & Information Technology
Electronics Niketan, 8, CGO Complex
Lodhi Road, New Delhi - 110003

For and on behalf of
National Institute of Electronics and IT

[Signature]
(Nirmal Mohan)
Chief Executive Officer
NIELIT

Witness 1
Name: [Signature]
Designation: [Signature]

Witness 2
Name: [Signature]
Designation: [Signature]