

Memorandum of Understanding (MOU) with Assessor

This MOU is made on (_____) between the First Party, **TAG Assessors Guild Pvt Ltd**, located at A-621, World Trade Park, JLN Marg, Jaipur-302017 Rajasthan, and Second Party, **Name of Assessor**, (_____) having requisite qualification and work experience in _____ sector, residing at (_____) having Aadhar No. _____.

Whereas, TAG is an “Accredited Assessing Body” with various sector skill councils, NSDC, MSDE, DGT and various other state government projects and is authorized to conduct the assessment of candidates in specific skills.

Whereas, The Assessor has joined TAG on _____ to work as a freelancer (part-time) assessor on event of being certified by respective sector skill council.

Now it is hereby mutually agreed to by and between both parties as given hereunder:

1. Assessor will use

- A E-mail ID _____ B Mobile Number _____
C Portal ID _____ D password _____

Any changes in these details have to be prior informed to TAG in writing.

2. This contract is on part time basis and TAG does not commit of a definite no. of days of work in a month.
3. The Assessor will follow the rules of SSC, TAG and any other concerned agency and will be abiding by the SOPs lay down by TAG. He/She will make himself/herself available for undergoing training (ToA) and assessment to get certified as an Assessor, as & when required.
4. ToA charges will be borne by the Assessor and TAG as per annexure attached with this MoU.
5. TAG will have the right to confiscate the entire ToA cost:
 - a. In case it is found that the documents submitted by the assessor are fraudulent, fake or obtained by illegal or unfair means.
 - b. In case it comes to light that the assessor participated in any unethical practice during the ToA or displayed any misconduct during the ToA.

Also in this case, TAG will not be liable to make any reimbursements to the assessor. In such cases, TAG and/or the concerned SSC may initiate legal and/or legal proceedings against the assessor. TAG and/or SSC may also impose a penalty on the assessor in such cases.

6. The assessor is liable to inform TAG about her/his previous engagements or activities like TOAs attended, association with other assessment bodies, etc. under the Skill sector and also has not been blacklisted by any SSC (sector Skill Council). In case it is found that the assessor was engaged in such activities or was blacklisted and did not inform TAG, TAG will have the right to confiscate the entire ToA fee amount. Also in this case, TAG will not be liable to make any reimbursements to the assessor. In such cases, TAG and/or the concerned SSC may initiate legal proceedings against the assessor. TAG and/or SSC may also impose a penalty on the assessor in such cases
7. The Assessor will carry himself/herself in formal wear and formal shoes at the time of assessment. The Assessor will carry out and obey all orders, directions and instructions of the company and shall conduct himself/herself honestly, faithfully and diligently at all times and shall not engage in any negligence, misconduct or misbehavior or shall not commit any breach of this agreement.
8. The assessor shall check and verify Aadhar/Voter ID of candidates and take photocopy of same at the time of assessment. He/she will hand over all assessment related records in soft & hard copies within 3 days to TAG, e.g. Attendance sheets, result in excel sheet, question papers, answer sheets, 10 Practical videos and photographs of assessment & practical sheets etc, wherever applicable.
9. The assessor, during his/her contract Period with TAG, shall not directly or indirectly be interested/associated in any business, trade or profession similar to the TAG and will not accept any Contract either part time/full time or any engagement of what so ever nature with companies in a trade of training and assessment.
10. It is understood by the Assessor that he/she is an independent Contractor with TAG, and not an employee of company. TAG will not provide any fringe benefits, paid vacation, or any other employee benefit, to the assessor. The company will also not have held liable for any act of omission or commission by the assessor. The assessor would be solely held responsible for any mis-conduct/unethical practice. The TAG will have free hand to deal for the said act of omission and commission independently. Personal safety during travel and assessment is sole responsibility of assessor and the TAG would not be responsible for anything.
11. TAG has the right to reject any Assessment that does not comply with the set guidelines, or found to be inaccurate, incomplete or plagiarized. No payments will be made for assessment rejected by company.
12. The Assessor understand that his/her job role as _____
assessor involves local as well domestic travel and he/she hereby provide his/her consent to the same.

13. The Assessor confirms that He/she has not been presented for any illegal or criminal offence in the past and he/she is aware that any instance of Signature forgery/bribery/ misrepresentation of facts/figures shall lead to blacklisting as well as immediate legal action against him/her.
14. Assessor can't give resignation to the company before 12 months or should not associate with another AB during the contract period. If it is so found then SSC/AB can take strict action against assessor including recovery of amount spent by TAG on training of assessor.
15. At least 4 months notice period is required for NOC and he/she should complete the given task and handover all documents.
16. For assessments conducted at a centre within 100 km of assessor's base location (registered with TAG), an all-inclusive sum of Rs. 3000* per day per assessment will be paid for a full strength of batch and an all inclusive sum of Rs. 2000* per day per assessment will be paid if trainee count is up to 15.
17. For assessments conducted at a centre more than 100 km from assessor's base location (registered with TAG), an all-inclusive sum of RS. 4500* per day per assessment will be paid.
18. All fees would be paid only after result uploading by assessor on SDMS or any other software/system, the company directs, within 24 hours of conducting the assessment. The fee shall be payable within 1 week of payment being received from respective SSC. The assessor has to submit his/her invoice with complete documents in hard copy. Delayed submission of documents shall lead to monetary consequences. All such invoice would be raised once after a month by assessor in the format given by TAG. (TDS is applicable)
19. Once the date of assessment is mutually agreed, the assessor cannot have a "NO Show" on assessment date. A penalty of INR 10,000/- (Ten Thousand only) would be levied on the occurrence of such "NO Shows" on the date of assessment. This penalty would be adjusted against the fees of assessor.
20. At the end or termination of this contract, the assessor will be liable to handover all the TAG owned assets in possession of her/him to TAG in full working condition without any trace of damage. In case the assets are found to be damaged in any way or not in a working condition, the assessor will be liable to pay TAG the entire value of the damaged assets in monetary terms. Additionally, TAG may adjust this amount from any payments payable by TAG to the assessor. If such amount in lieu of damaged assets is not paid by the assessor to TAG, TAG and/or the concerned SSC may initiate legal proceedings against the assessor. TAG and/or SSC may also impose a penalty on the assessor in such cases.
21. That said guidelines are subject to changes and the assessor would be kept informed in writing of any changes by TAG. Such changes need to be implemented on immediate basis.
22. That the assessor agrees that in case he/she leaves the company or joins any other AB during the period of this contract agreement, he/she undertakes to refund the entire training cost inclusive of travelling, lodging & boarding charges (if paid/reimbursed by TAG) to company .



TAG Assessors Guild Pvt Ltd

(An ISO 9001:2015 Certified Organization)

(*) The amount stated above lists down the compensation to be paid broadly. The amount may differ on case to case basis.

This agreement, including all exhibits hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties.

This MOU shall come into force from the date hereof and shall continue in force until revoked by TAG.

Signature of Assessor

for TAG Assessors Guild Pvt Ltd

Name: _____

Date: _____

Place: _____

Enclosed: Annexure A

