

AICTE REGULATIONS FOR NATIONAL EMPLOYABILITY ENHANCEMENT MISSION 2013

The Gazette of India Extraordinary Part II, Section 3, Sub-section (2) of the All India Council for Technical Education Act, 1987 (52 of 1987), in exercise of the powers conferred under sub-section (1) of section 23 read with Section 10 of the All India Council for Technical Education Act, 1987 (52 of 1987), the All India Council for Technical Education, With an Objective to Offer on the job practical training to enhance employability of graduates diploma holders Or students pursuing graduation / diploma to increase their employability, makes the following Regulations :

1.0 1.1 2.1 3.1 3.2 3.3 3.4 3.5 3.6 SHORT TITLE AND COMMENCEMENT These Regulations may be called All India Council for Technical Education National Employability Enhancement Mission Regulations, 2013. These Regulations shall apply to any Society/Trust/Company registered under section 25 of Companies Act, 1956 Bodies Of Central Government i Bodies Of State Government seeking registration as agent under National Employability Enhancement Mission and • stered These Regulations shall c in to force Wi th effect from their publication in OBJECTIVES The objective Of National Employability Enhancement Mission (NEEM) is to o r on the job practical training to enhance employability of w person either pursuing his or her graduation diploma in any technical or non-technical stream or have discontinued studies Of or di loma course to increase their em o

ELIGIBILITY OF A NEEM AGENT Any Society/Trust/Company registered under section 25 Of Companies Act, 1956 Bodies of Central Government 1' Bodies Of State Government shall be eligible to •on NEEM a ent. for NEEM t shall be in the business of train' for at least five ears NEEM agent shall have at least a turnover of Crore per financial year for the previous three financial years or the parent Company under which a section 25 company is formed to meet the Objectives Of NEEM may also have SO Crores turnover for the three The NEEM agent shal have to register With AI for being approved as NEF M The NEEM agent Shall submit an affidavit as per proforma given in Appendix I for registration with AICTE in addition to the submission Of data online for the purpose of a ration The N EEM agent shal have capacity to place at least IO, students per year in registered companies or registered industries for the purpose Of providing training under the 'ectives Of NEEM 3.7 3.8. 4.1 4.2 4.3 4.4 4.5 5.2 5.3 5.4 6.0 52 S.3 7.0 7.1 7.2 41 The Societyrrntst./Compüny registered under section 25 of Companies Act, 1956 Bodies Of Central Government / Bodies of State Government seeking registration as NEEM agent shall submit an affidavit in the proforma appended to these Regulations stating that the information submitted by it in the application for registration is correct and if any information submitted by the applicant found incorrect in future, the NEEM agent so registered on the basis of such information shall be liable for revocation withdrawal Of its re stration If any member of Society/Trust/Company registered under section 25 of Companies Act, 1956 or SocietyTrustJCompany registered under section 25 of Companies Act, 1956, is facing any enquiry including a vigilance enquiry or i(there is any criminal investigation)\prosecution by police or Cal, then such Society,'Trttst/Company registered under section 25 of Companies Act, 1956 shall not be eligible to apply and seek a val as NEEM t under these

ELIGIBILITY OF A TRAINEE UNDER NEEM A person who has completed graduation diploma or a person pursuing studies leading to graduation Diploma and registered under NEEM is called a Trainee under NEEM A person seeking training under NEEM shall be atleast 18 years of age and not more than 35 Of a.s on date ofre stration A person seeking training under NEEM shall be an unemployed graduate diploma holder technical or non-technical stream A person seeking training under NEEM may be either pursuing his or graduation / diploma in any technical or non-technical Stream or may have discontinued studies af ar di oma coume Satisfies standards of physical fitness a!uescrihed NEEM NORMS OF

CONTRACT FOR IMPARTING TRAINING UNDER NEEM A Contract shall be signed between the NEEM Trainee to capture all terms & conditions. Which would govern the relationship. NEEM training shall be deemed to have started from the date of joining of the NEEM Trainee as mentioned in the contract letter as per proforma given in Annex 11. The NEEM contract shall not be either an offer or employment or a guarantee of employment. Or Or Or Any remuneration. Stipend provided to a trainee is a consolidated amount not subject to other deductions of any kind. In a PERIOD OF TRAINING NEEM training shall be in registered company / Industry as registered. With the NEEM agent NEEM training shall be for a minimum of months and a maximum of 24 months. The duration of NEEM training shall be determined by the nature of Industry or trade where a NEEM trainee would be engaged for imparting such training and shall be at the sole discretion of NEEM agent. TERMINATION OF TRAINING CONTRACT The contract of the training shall expire on the expiry of the period of training mentioned in the contract - entered between the NEEM trainee and NEEM agent. Either can terminate the contract notified in writing to the other by 12 7.3 7.4 7.5 8.0 8.2 8.3 8.4 8.6 8.7 8.8 8.10 8.11 8.12 8.13 8.14 8.15 8.16 8.17 8.18 8.19 8.20 8.21 8.22 8.23 9.0 9.2 9.3 GAZETTE OF INDIA EXTRAORDINARY dated in advance. NEEM agent can terminate the Training contract with the NEEM trainee on account of any unlawful behavior on the part of the NEEM trainee or on account of repeated flouting of company Industry policies or for continuous irregularity in attending to the scheduled training as notified for the NEEM trainee. NEEM trainee can terminate the contract entered into with the NEEM agent where the NEEM agent fails to honour any of the terms of contract by giving a written notice 30 days in advance, to the NEEM agent. The selection of a NEEM trainee does not constitute an employment contract with NEEM agent or the company industry where the NEEM trainee is placed for under the contract. DESIGNATED TRADES AND INDUSTRIES FOR THE PURPOSE OF TRAINING NEEM Automobile and Auto Chemicals and Pharmaceuticals Electronics Hardware Textiles and Garments Leather and Leather Goods Gem and Jewellery Building and Construction Food Processing Handlooms and Handicrafts Real Estate, Building - hardware and Home ITS or Software Services ITES -BPO Services and Travel Trade Tourism Transportation. Local and Retail Media, Entertainment Content Creation & Animation Healthcare Services Banking Insurance & Finance Education / Skill Development Services EMCG, Consumer Durables Goods Telecom & Telecom Infrastructure Multi-skill Manufacturing. An Other PRACTICAL AND BASIC TRAINING OF NEEM TRAINEES Each NEEM trainee shall be provided comprehensive training in the trade by deployment in the premises of an employer / company / industry or in field in the trade selected satellite or such On-the-job training be complemented by access to the other facilities that NEEM agent deems appropriate for the training. NEEM trainees who undergo training in the NEEM project would be required to undergo related instruction and course curriculum devised under NVEQF or in bodies like CU. FICCI ASSOCHAM as per consultation With 9.4 10.0 10.1 11.0 11.1 12. 13.0 13.1 14.0 14.1 14.2 15.0 15.1 15.2 16.0 16.2 16.3 NEEM agent will partner With various trainers and employers [company / industry for the completion of training of NEEM trainees. HEALTH AND SAFETY AND WELFARE OF TRAINEES NEEM agent shall comply with the necessary provisions and the applicable Acts, to ensure welfare, safety and health of the trainees while the HOURS OF LEAVE AND Weekly and daily hours of work of a trainee while he / she undergoes training shall be as prescribed by the policy of the Employer company / industry, where the trainees will be placed for the No trainee shall be required or to be posted in the training beyond designated work hours, except With the approval of the designated supervisory. A Trainee shall be entitled to such leave as may be prescribed and to such holidays as are observed in the establishment where he is stationed. NEEM AGENT'S LIABILITY FOR COMPENSATION FOR INJURY If personal injury is caused to a NEEM trainee, by incident/accident arising out of and in the course of his training as NEEM trainee. NEEM agent shall be liable to pay compensation which shall be determined and paid, so far as may be, in accordance with the provisions of the Workmen Compensation Act, 1923 as amended from time to time. CONDUCT AND DISCIPLINE In all matters of conduct and discipline, the NEEM trainee shall be governed by the rules and regulations as may be prescribed by the NEEM agent and or by the where the NEEM trainee will be for POST TRAINING SUPPORT All NEEM trainees shall be given a completion training certificate at the end of All NEEM trainees who complete the training program and reach the minimum threshold in the examination that may be prescribed shall be issued a training skill assessment certificate at the conclusion of NEEM training. The test location (online or offline) shall be notified to the NEEM REMUNERATION / STIPEND NEEM agent shall pay all enrolled NEEM trainees a remuneration stipend which shall be at least with the prescribed minimum for unskilled category.

Remuneration Stipend shall be paid as a single consolidated amount and such payment will not attract any statutory deductions or payments applicable to regular employees since the NEEM contract assures training and does not constitute employment. The designated supervising authority shall be NEEM agent or the company or the where the NEEM trainee will be NEEM agent shall file monthly report in the format as prescribed by AICTE from time to time. NEEM agent shall upload the NEEM trainee data on the available web portal in the '527 GJ ! 3- GAZETTE OF INDIA : EXTRAORDINARY NEEM agent Will comply With any additional norms/condition as notified by AICTE from time to time. PENALTY AND WITHDRAWAL OF REGISTRATION AND APPROVAL 17.0 a NEEM agent contravenes any Of the provisions of these Regulations, the AICTE 17.1 may, after making such enquiry, as it may consider appropriate and after giving NEEM agent concerned an opportunity being heard, revoke/withdraw the registration and void such NEEM If the Registration and Approval of NEEM agent is revoked or withdrawn, the 17.2 concerned NEEM agent shall not be eligible to apply for fresh registration for a period of 2 years from the date of such revocation or withdrawal. O. K. P. ISAAC, ! ADVT. On a non-judicial stamp. Ma Notary Or Commissioner of Of the Of principal / • name of the NEEM i"" 'employability Regulations. 2013 by the AICTE if and Nothing is has if of the i' that and any / or shall be including or and or any oihUac'ior against the or / A m_xhfhg h" there e. Address DEPENDENT 41 l. the go Vo-if" Sated in No (Nurse'. APPENDIX -11- CONTRACT WITH NEEM TRAINEE Date: NEEM Trainee No, NFFM Trainee letter We are pleased to engage you as NEEM Trainee subject to the following terms and conditions: 11 The period of training shall be ended with Start 2. It shall not be Obligatory on the part of the NEEM Agent to offer any employment to the apprentices on successful completion of period of training in his/her establishment nor shall it be obligatory on the part of the NEEM Trainee to accept any employment under the employer. AS NEEM Trainee undergoing Training in an establishment you shall be trainee and not a worker and as such, the provisions of any law with respect to labourer or work shall not apply to or in relation to you

3. As NEEM Trainee you shall be liable to abide by the rules and regulations of NEEM in all matters of conduct, discipline and safety and carry out all lawful orders of the establishment.

4. As NEEM Trainee you shall learn your subject field conscientiously and diligently and attend to practical and instructional classes regularly. S, As NEEM Trainee you shall maintain of your work during the period of the NEEM TRAINING in proforma prepared and approved by NEEM Agent

6. When the contract of Training is terminated for failure on your part to carry out the terms of contract. you shall refund to the NEEM Agent as cost of training such amount as may be determined by the NEEM Agent. In such event, you shall not be entitled to enter into another contract of training under the National Employability Enhancement Mission (NEEM)

7. The Contract of Training can be terminated without compensation payment to the NEEM Trainee. i. If you secure gainful employment (on production of copy of the appointment letter); and in the GAZETTE OF INDIA : EXTRAORDINARY [PART III—Sw. If you are unable to continue training on medical grounds on production of a certificate to this effect from a medical officer not below the rank of a Civil Surgeon/ surgeon attached to any Government Hospital). g. For breach of contract by NEEM Agent. NEEM Agent shall pay compensation to you in accordance with the Minimum Wages specified for that Category

9. Continuance of payment of stipend shall depend on your satisfactory performance during the training period. 10. NEEM Agent will formulate a Training programme for the training of NEEM Trainee and shall make suitable arrangements for facilitating the same, 11. NEEM Trainee shall be imparted training according to normal hours of the department in the establishment to which he/she is attached for training 12. The Stipend for a particular month shall be paid before the 10th of the following month

13. Any disagreement or dispute between NEEM Agent and the NEEM Trainee arising out of the Contract shall be referred to Governing body of NEEM Agent. I hereby confirm acceptance of the above NEEM Contract letter, on the terms and conditions stipulated therein. I understand and agree that by signing this contract does not constitute employment by NEEM Agent or any guarantee of employment. For NEEM AGENT Authorized Signatory accepted and Agreed Nain é