

MEDHAVI SKILL UNIVERSITY — AWARDING BODY

PRIVACY & DATA PROTECTION POLICY

1. Who we are

Medhavi Skill University – Awarding Body (“MSU-AB”, “we”, “us”), NCVET Recognition No. AB_000531, operated by Medhavi Foundation, is the Data Fiduciary (and, for EU/UK data subjects, the Data Controller) responsible for the personal data processed in connection with its awarding, assessment, certification and credentialing functions. This Policy explains what personal data we process, why, and the rights available to you.

2. Scope

This Policy applies to learners/trainees, trainers, assessors, and the personnel of Training Partners (TPs) and Assessment Agencies (AAs), as well as visitors to awardingbody.msu.edu.in and users of our digital platforms.

3. Personal data we process

- Identity & contact data — name, date of birth, gender, photograph, address, email, mobile; and, where mandated for certification/credentialing, Aadhaar/APAAR ID and government identifiers.
- Education, training & assessment data — enrolment, attendance, qualification/QP, assessment results, certificates and credits.
- Partner/agency data — KYC, authorised-signatory and contact details of TPs and AAs.
- Transaction data — fees paid and refunds (we do not store full card/bank credentials; payments are handled by secure third-party processors).
- Technical data — limited website/cookie and log data for security and functionality.

4. Purposes and lawful basis

We process personal data to: register learners; conduct and quality-assure assessments; issue certificates and upload credits to the Academic Bank of Credits (ABC)/APAAR/DigiLocker/Skill India Digital; onboard and monitor TPs and AAs; discharge our reporting obligations to NCVET and other authorities; handle grievances; and communicate with you. Our lawful basis is your consent (Section 6, DPDP Act, 2023; Article 6(1)(a), GDPR), the performance of our arrangement with you (Article 6(1)(b)), and compliance with legal/regulatory obligations (Article 6(1)(c)). We process only the data necessary for these purposes.

5. Consent and its withdrawal

Where processing is based on consent, we obtain it through a clear notice at or before collection, in English and, on request, in a language listed in the Eighth Schedule to the Constitution of India. You may withdraw consent at any time by writing to our Data Protection Officer; withdrawal does not affect processing already carried out, and may limit services that depend on the data. Consent may also be managed through a registered Consent Manager.

6. Your rights

Subject to applicable law, you may: obtain a summary of your personal data and processing; seek correction, completion or updating; seek erasure where retention is no longer required; nominate another person to exercise your rights in the event of death or incapacity; and have your grievance redressed (Sections 11–14, DPDP Act, 2023). EU/UK data subjects additionally have rights of access, rectification, erasure, restriction, data portability and objection (Articles 15–22, GDPR). Requests may be sent to the Data Protection Officer below and are actioned within statutory timelines.

7. Sharing and disclosure

We share personal data only as necessary with: NCVET and other regulators/government bodies; empanelled Assessment Agencies and affiliated Training Partners; the ABC/APAAR/DigiLocker/Skill India Digital ecosystem; payment processors

and professional advisers/auditors; and where required by law. We do not sell personal data. Third parties are bound by confidentiality and data-processing obligations.

8. Cross-border transfers

Personal data is ordinarily stored and processed in India. Any transfer outside India is made only to jurisdictions permitted under the DPDP Act, 2023, and, for data subject to the GDPR, with appropriate safeguards (adequacy decision or Standard Contractual Clauses) under Chapter V of the GDPR.

9. Retention

We retain personal data only for as long as necessary for the certification/credential life-cycle and to meet NCVET and statutory record-keeping requirements, after which it is deleted or anonymised. Certification and credit records may be retained for the period required to support the validity of credentials.

10. Children's data

For learners below 18 years of age, we process personal data only with verifiable consent of a parent/lawful guardian (Section 9, DPDP Act, 2023). We do not undertake tracking, behavioural monitoring or targeted advertising directed at children.

11. Security

We maintain reasonable technical and organisational security safeguards — access control, encryption, secure hosting, logging and periodic review — in line with our IT & Information Security Policy and applicable standards (including STQC/ISO 27001 alignment). In the event of a personal data breach, we will notify the Data Protection Board of India and affected Data Principals as required under the DPDP Act, 2023, and, where the GDPR applies, the competent supervisory authority within 72 hours.

12. Grievances and contact

Data Protection Officer / Grievance Officer: Mr. Mohasin Tahasildar, Medhavi Skill University – Awarding Body, [East Sikkim Campus, Topakhani, Lower Chisopani PO: Singtam Bazar, PS: Singtam, District: Singtam – 737134, Email: ab.helpdesk@msu.edu.in | grievances@msu.edu.in. If your grievance is not satisfactorily resolved, you may approach the Data Protection Board of India (DPDP Act, 2023) or the relevant GDPR supervisory authority.

13. Updates

We may update this Policy from time to time; the current version and its effective date are published at awardingbody.msu.edu.in.

MEDHAVI SKILL UNIVERSITY — AWARDING BODY

IT & INFORMATION SECURITY POLICY

1. Purpose and scope

This Policy governs the use, protection and administration of the information-technology systems of Medhavi Skill University – Awarding Body (MSU-AB) — including its website, learner/partner portals (“Partner Connect”), Learning Management System, management-information systems and integrations with ABC/DigiLocker/APAAR and the NCVET Digital Enterprise Portal. It applies to all employees, contractors, Training Partners, Assessment Agencies and learners who access these systems.

2. Acceptable use

IT systems are provided for authorised awarding, assessment and administrative purposes. Users must not attempt unauthorised access, share credentials, introduce malware, or use the systems for unlawful, fraudulent or infringing activity. All data accessed remains the property/responsibility of MSU-AB and must be handled per this Policy.

3. Access control and authentication

- Access is granted on a role-based, least-privilege basis through unique user IDs; shared accounts are prohibited.
- Strong passwords are enforced and multi-factor authentication is applied to administrative and sensitive systems.
- Access is reviewed periodically and revoked promptly on role change or exit.

4. Data classification and handling

Information is classified as Public, Internal, Confidential or Sensitive Personal Data. Sensitive personal data (e.g., learner identity, assessment and credential records) is encrypted in transit and at rest and is accessible only to authorised personnel on a need-to-know basis.

5. Security measures

- Network protection (firewalls, segmentation), endpoint anti-malware, and timely patching of systems.
- Encryption of data in transit (TLS) and at rest; secure configuration and secure software-development practices.
- Audit logging and monitoring of access to critical systems and personal data.

6. Backup and disaster recovery

Critical data and systems are backed up regularly, with backups stored securely and tested periodically. A documented business-continuity/disaster-recovery plan defines recovery objectives and is reviewed at least annually.

7. Incident and breach management

Suspected security incidents must be reported immediately to the IT Nodal Officer. Incidents are contained, investigated and remediated; personal-data breaches are escalated and notified in accordance with the Privacy & Data Protection Policy and the DPDP Act, 2023. A breach register is maintained.

8. Third-party and integration security

Vendors, hosting providers, Training Partners and Assessment Agencies accessing MSU-AB data are subject to due diligence and bound by confidentiality/data-processing agreements. API integrations (ABC, DigiLocker, NCVET DEP) use authenticated, encrypted channels with least-privilege scopes.

9. Monitoring, logging and acceptable oversight

MSU-AB maintains access and activity logs for security and audit, and may monitor use of its systems to the extent permitted by law and disclosed to users. Logs are retained for the period required for security and compliance.

10. Physical and environmental security

Servers and infrastructure (including hosted/cloud environments) are protected by appropriate physical, environmental and access controls provided by MSU-AB and its certified service providers.

11. Compliance, roles and review

This Policy is administered by the IT Nodal Officer and supports MSU-AB's compliance with the DPDP Act, 2023, the IT Act, 2000, NCVET guidelines and ISO/IEC 27001 principles (with STQC/equivalent certification being pursued for the awarding-body platform). The Policy is reviewed at least annually. Contact: it@msu.edu.in.

MEDHAVI SKILL UNIVERSITY — AWARDING BODY

REFUND POLICY

1. Purpose and scope

This Policy sets out the basis on which fees paid to Medhavi Skill University – Awarding Body (MSU-AB) are refundable. It applies to learners/trainees, Training Partners/Bodies (TPs) and Assessment Agencies (AAs). All figures and timelines below are indicative defaults and may be varied by the specific agreement or admission terms, which prevail in case of conflict.

2. Learners / Trainees

- Registration / enrolment fee: non-refundable once admission is confirmed, except for duplicate/erroneous payments (refunded in full).
- Course / training & assessment fee: refundable, less the registration component, if written withdrawal is received before the batch start date — [90%] refund up to [15] days before start, [50%] within [15] days of start, and no refund once the batch has commenced or the assessment has been scheduled.
- Certification fee: non-refundable once the certificate/credential has been issued or uploaded to ABC/DigiLocker.
- Duplicate or excess payment: refunded in full.

3. Training Partners / Bodies

- Application / onboarding / affiliation fee: non-refundable once due diligence and onboarding have commenced.
- Refundable security deposit (if any): returned on clean exit/de-boarding, after adjustment of dues, penalties or recoveries, within [30] working days.
- Annual/renewal affiliation fee: non-refundable once the affiliation period has commenced.

4. Assessment Agencies

- Empanelment fee: non-refundable once empanelment processing has commenced.
- Per-batch/assessment charges: refundable only where an assessment is cancelled by MSU-AB and not re-scheduled.

5. Refund where MSU-AB cancels

If MSU-AB cancels a batch, withdraws a qualification before delivery, or is unable to provide a contracted service, the unused portion of the relevant fee is refunded in full, or carried forward at the payer's option.

6. Non-refundable third-party and statutory charges

Charges paid to or on account of third parties/regulators (e.g., NCVET fees, ABC/credentialing charges and payment-gateway charges) are non-refundable. Refunds are net of applicable statutory deductions.

7. Force majeure

MSU-AB is not liable for delay or non-performance due to events beyond its reasonable control; in such cases fees are refunded or credited on a fair, pro-rata basis.

8. How to claim, mode and timeline

Refund requests must be made in writing to accounts@msu.edu.in with proof of payment and the batch/registration reference. Approved refunds are paid to the original payment instrument/source within [21–30] working days of approval. Refund status may be tracked through the grievance channel.

9. Grievances

Disputes regarding refunds may be raised through the MSU-AB Grievance Redressal Mechanism at awardingbody.msu.edu.in (grievances@msu.edu.in), which provides for acknowledgement, resolution within the published turnaround time, and escalation.