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Photo's First & Second Party

“FRANCHISE AGREEMENT”

EXCELLENCE COMPUTER EDUCATION CENTRE

An ISO 9001 2015 Certified Institution

Regd.Under Government of NCT of delhi ,Ministry of MSME and Department of Labour Govt. of India

This agreement is made on the Monday of **00/00/2020** between **ECEC** (Excellence Computer Education Centre), as per

Regd. Office address: - 403 Block G, 1st 60 foota Road, Near Shivam Gardan, Badarpur, South Delhi – 110044, India. And

Corp. Office : 67, Krishna Vihar Phase-1, Infront of BSA Engineering College, Mathura 281004 (UP)

(Herein after called as the FIRST PARTY).

AND

“**X Computer Institute**” Owner of Mr. **A..** Son of **B..** , Date of Birth: **12-04-1973** India applicant of franchisee As per location agreed with both parties Address:- **Pradesh , India** . (Herein after called THE SECOND PARTY/ APPLICANT)

The FIRST PARTY has agreed for the proposal of the SECOND PARTY for a period of **03 year (from 09/12/2020 to 08/12/2022)** on the terms and conditions below:-

1. The institute will working under the name and flagship of **X Computer Institute**.
2. The Second Party has no authority to make any agreement with new authorized training center in his region also the Second Party has no right to use the name of First Party in any agreement with any person /company / institution / society / organization & if it made then the First party have no connection / liability or any responsibility regarding that agreement which made by the Second Party.

First Party Signature

Second Party Signature

1. That The Second Part is authorized as **Franchise** for the Purpose of computer Education (SOFTWARE, HARDWARE and NETWORKING) Only.
2. That The Second Party is strictly directed to open the centre at such place where the Govt. Authority / MC or Local Public has no Objection.
3. Excellence provides - I-Card, Fee Card to each student at the time of admission.
4. Excellence conduct the Semesters and Final Examination of the course.
5. The all required items will be issued by the respective Corporate Office/RO Office.
6. The Students will be awarded ISO Certified Certificates on the basis of marks obtained by them.
7. Placement assistance also will be provided for the Merit listed students with good character.
8. We Guarantee 100 Numbers of student Assured strength of students to Franchisee within one year.
9. We will provide you team for the survey and in condition you have to take care of their food and place to stay.
10. It will be your responsibility to conduct every exam wherever you want.
11. 80% share of Admission fee will be taken by Regd.office or Corp Office and remaining 20% share of admission fee will taken by Branch Office (You), Which will be done, right at the time of admission process.
12. 20% share of Monthly Fee will be taken by Regd.office or Corp Office and remaining 80% share of Monthly fee will taken by Branch Office (You).
13. 80% share of Exam fee will be taken by Regd.office or Corp Office and remaining 20% share of Exam fee will taken by Branch Office (You),
14. That second party will give their undertaking that they will keep the secrets of the Institute/ Company & will not publish any article or statement, deliver any lecture or broadcast, make any communication to the Press (Including Magazines and Publications) relating to any matter with which the Institute / Company may be concerned unless so Authorized in writing by the Institute.
15. That any new Franchise/centres can be opened by ECEC anywhere in your assigned Area. However if any centre insists not to open new centre in his/her range which affects his business i.e. 2 KM away in Urban area & 5 KM in case of Rural Area.
16. That the First Party reserves the right to change the above said charges/fees if required.
17. That the course fees will be decided by the Study Centre as per requirement of their Area.

18. That all the dues should be paid well on time by the second party.
19. That all the Certificates / Diplomas are **valid** only which are issued from Regd.Office, Delhi. **Centres can neither issue nor sign/seal any course certificate to students on name of EXCELLENCE COMPUTER EDUCATION CENTRE by itself.** Such practices will be treated as fraudulent activities & legal actions will be taken against them.
20. Certificates /Diplomas will be awarded only to those Students who will be Registered Online with us by the Study Centre. Exam mode can be Online/Offline both.
21. That merely the Certification for Computers either by the Study Centre or Head Office, DELHI does not mean any Guarantee of any Kind of Job. ECEC doesn't guarantee for validity of Certifications in Govt. Jobs as State recruitment policies may vary as per requirement.
22. That authorization can be **terminated** any time without any prior Notice if any **Fraudulent** or False information furnished by the party of second part without any kind of Refund.
23. That party of Second part will not be responsible for any fraudulent activity of party of First part.
24. That party of First part will be bound to furnish the certificates of the students within 45 days after part of Second party furnish all the information of the student to the party of First part. In case it is not done so, the expenses done to satisfy/pacify the student will have to be paid by the part of First party.
25. The FIRST PARTY has full authority to accept or refuse any request of THE SECOND PARTY.
26. The Second Party has to send a copy of student admission form details of every student within one month from the date of student admission.
27. That the parties further agreed that the SECOND PARTY shall teach the ECEC COURSES in the institute as per the rules and regulations laid down by the FIRST PARTY and shall maintain changes in courses and infrastructure as per requirements of the FIRST PARTY.
28. That the SECOND PARTY shall solely bear all the expenditure for running his Institute.
29. That the FIRST PARTY shall provide transfer facility to the students from one centre to another centre after THE SECOND PARTY - FIRST PARTY complying with the required conditions.
30. That the Second Party has to start the institute with in one month from the date of agreement or Prior permission has been taken from FIRST PARTY for any delay.
31. This agreement is valid for three year from the date of agreement and this agreement is subject to renew after completion of three year with renewal fees of Rs. 1000/- (One Thousand Only)
This agreement is subject to renew with the renewal applicable fees.

First Party Signature

Second Party Signature

32. Those if the SECOND PARTY is found misusing the name of the FIRST PARTY / not maintain the clauses in this agreement; the FIRST PARTY shall be at liberty to cancel the license with one month prior notice and shall be at liberty to request to law course as may be warranted in such circumstances.

That all matters subjects to Delhi Jurisdiction only.

In witness whereof the parties after understanding its conditions have put their signatures in presence of below signed witnesses on this the day, month and year afore mentioned.

This agreement is being executed on this Day of

First Party Signature

Second Party Signature

Witness No. 1

Witness No. 2