

FRANCHISE AGREEMENT

GAIT ICTL EDUCATION SOCIETY, JAIPUR, RAJASTHAN

This agreement is signed on this day of, the year

Between

Vikram Sharma, aged about years S/o Kailash Narayan Sharma, Secretary & Director of GAIT ICTL Education Society, having its registered office at 129, ram nagar shopping center, shastri nagar, opp sonkhya hospital, Jaipur (Raj) (herein after called as the FIRST PARTY).

And

..... Aged about years S/o..... who is running an institute in the name and style of M/S.....

Having its office at..... (herein after called as SECOND PARTY).

Whereas the FIRST PARTY has opened an Education Society in the name and style of M/S GAIT ICTL and granting franchise to the interested parties for using its brand name, study materials, Marketing assistance, eLearning, system maintenance throughout the nation.

That the SECOND PARTY approached the FIRST PARTY for granting franchise of rights to conduct training in his existing center in the name of the company of the FIRST PARTY, GAIT ICTL

SECOND PARTY

FIRST PARTY

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The FIRST PARTY has agreed for the proposal of the SECOND PARTY for a period of 1 year (...../...../.....to/...../.....) on the terms and conditions below mentioned:-

1. That the SECOND PARTY shall pay sum of rs.....(Rupees.....Thousand) only (Non-refundable) towards the franchise agreement cost and student registration fees for different courses as mentioned by the first party in shape of demand draft drawn in favor of GAIT ICTL, payable at JAIPUR collected by the second party before 10th of every succeeding month.
2. It is agreed between the parties that the Second Party shall collect registration fees as per the fees structure laid down by the FIRST PARTY, which shall final and binding the SECOND PARTY.
3. That the Parties further agreed that the SECOND PARTY shall maintain the institute as per the rules and regulations laid by the FIRST PARTY and shall maintain changes in courses and infrastructure as per Requirements of the FIRST PARTY.
4. That the SECOUND PARTY shall solely bear all the expenditure for running the Institute of the SECOND PARTY having his institute at.....
5. That the SECOND PARTY shall provide service/assistance for implementing any new projects by the other division of the FIRST PARTY.
6. The FIRST PARTY shall bear the entire expenditure of the study materials, stationary, advertisement materials, as per the requirements to run institute of the second party.
7. The SECOND PARTY shall not reproduce the materials supplied by the FIRST PARTY, such as course materials, slides, overhead, videos, manuals, workbook, and CDs etc. and all the materials supplied by the FIRST PARTY are copyrighted and may not be reproduced.
8. That the SECOND PARTY shall be solely responsible for any loss due to postponement and incompleation for courses and the FIRST PARTY shall not be responsible for any losses including pecuniary loss .
9. That the SECOND PARTY shall allow the personnel and duly authorized by the FIRST PARTY to inspect the premises, financial records, software and hardware at any time.
10. That the SECOND PARTY shall collect fees from the student only issuing the receipts supplied by the FIRST PARTY bearing their name and not otherwise. The SECOND PARTY shall not print any receipt book for collection of fees from students and for any other purpose.
11. that the FIRST PARTY shall provide necessary training for marketing and technical personnel at the cost of the SCOND PARTY from time to time.
12. That the FIRST PARTY shall provide transfer facility to the student from one center to another center after complying with the required conditions.
13. That the FIRST PARTY alone in its name shall issue certificate to the student on successful completion of their course at the Institution covered by the agreement or at the center after complying with required conditions.

SECOND PARTY

FIRST PARTY

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14. That the SECOND PARTY shall pay the registration fees amount collected every month as mentioned in condition (1) before 10th of the succeeding month, failing which the Second Party shall pay interest on the amount due at the rate of 20% per annum. In addition, the First Party shall be at liberty to stop all future obligations under the agreement without any further notice.

15. That the second Party has to start the institute and coaching with in one month from the date of agreement.

16. This agreement is valid for one years from the date of agreement and this agreement subject to renewal in each years with renewal fees of Rs.....

17. That if the SECOND PARTY is found misusing the name of the FIRST PARTY, the FIRST PARTY shall be at liberty to cancel the license with one month prior notice and shall be liberty to request to law course as any be warranted in such circumstances.

18. That without the permission of the FIRST PARTY the SECOND PARTY shall not take any franchise from any company with in the validity of the agreement.

19. That if any dispute arises between the parties then the Jaipur Civil and Session Court stationed at Jaipur shall be jurisdiction to decide the same.

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 above mentioned.

SECOND PARTY

FIRST PARTY

Witness 1

Witness 1

Signature:

Signature:

Name :

Name :

Address :

Address :

Witness 2

Witness 2

Signature:

Signature:

Name :

Name :

Address :

Address :