

# FRANCHISE AGREEMENT

This agreement is made at Badkulla on this day of ..... of .....

## BETWEEN

**Institute of Computer Literacy and Training, ICLT** is An Autonomous Institution Reg. Under Indian Public Trust Act. 1882 - Govt of West Bengal. Vide Reg. No. IV - 130100031/2023 & Reg. Under MSME Govt. of India. having it's registered office Dosatina, Khamarshimulia, P.S-Taherpur, Dist-Nadia, State-West Bengal here in after referred to as **THE INSTITUTE** represented by Chairman/CEO Mr. Asit Kumar Ghosh. Which expression shall, unless repugnant to the context mean and include its successors in interest and assigns of the **ONE PART**.

## AND

M/s ..... having its office at..... hereinafter referred to as **THE FRANCHISEE** represented by.....

which expression shall, useless repugnant to the context or meaning thereof, include its successors in interest and assigns of the **OTHER PART**.

WHEREAS the **THE INSTITUTE** is interested in providing Computer Education and services in PAN India and had invited applications in this regard from eligible computer training institutes/Person, Information Technology services centre for imparting Computer Education & Services as per the requirement and guidelines of **ICLT**.

WHEREAS M/S ....., a professional training institute, engaged in the training activities in ....., has submitted an application for **ICLT** Franchisee centre to impart Computer Education & Services and the same has been accepted by **ICLT** to operate **ICLT** Franchise Centre.

WHEREAS **THE INSTITUTE** upon mutual discussion and consent of the other part has accepted the other part as their **FRANCHISEE** subject to the fulfilment of formalities and undertaking so provided by the other part during mutual discussion for a period of Thirty Six months on the followings terms and conditions hereunder mentioned.

1. **THE INSTITUTE** has appointed Mr/Mrs./Miss.....as the Franchisee owner to run Computer Education & Services at ..... in the banner of **ICLT**.
2. Franchisee Agent appointment initially, will be for a period of THIRTY SIX months from ..... to ..... It is renewable (Yearly Basis) subject to submission of an Application for renewal at least 30 days before the expiry. **THE INSTITUTE** has the right to cancel the Franchisee if this delay continues even after 2 (two) months of the expiry.
3. The Franchisee is non-transferable and shall not change the constitution of the Franchisee without the written consent of **THE INSTITUTE**.
4. Franchisee has no rights to sub-let or start sub-centre without written permission from **THE INSTITUTE**.
5. Non Refundable Franchisee License Fee for an amount **Rs.....** (Rupees ..... only) & Refundable Security Deposit for an amount of **Rs.....** (.....only) is to paid by the **FRANCHISEE**, vide receipt No. Dated.
6. **THE INSTITUTE** shall review centre performance periodically based on their achievements of target.
7. The **FRANCHISEE** should operate from this address, ..... and any change in location should only be made after the written approval of the **THE INSTITUTE**.
8. Franchisee to conduct computer-training program as per contents and procedures laid down and as per requirements of **THE INSTITUTE** time to time. Duration, Registration fees, course fees and Certification cost will be decided by **THE INSTITUTE**.
9. Franchisee will deposit the fee amount/payment collected within 24 working hours in **THE INSTITUTE** bank account.
- 10.If Franchisee Agent does not generate and/or do not remit to **THE INSTITUTE** the registration fees / the course fees/Certification Cost as indicated above for one month, **THE INSTITUTE** has the right to terminate this franchise agreement.
11. Franchisee Agent should arrange for adequate infrastructure like Hardware, Software (LICENSE), Networking and office set up required for conducting quality Computer training programs. More emphasis should be given to practical / hands-on-experience. The Franchisee shall provide sufficient no of class rooms with minimum seating capacity of 10 students, computer labs with necessary computers at 1:1 ratio that is 1 student shall be provided with one computer.
12. The franchisee shall have to purchase following items from **THE INSTITUTE** by paying actual printing cost and use those items to run the centre of the Franchisee. A) PROSPECTUS B) ADMISSION FORM C) COUNSELLING FORM D) PROSPECTUS BILL E) LIBRARY BILL F) MISC. RECEIPT G) LIBRARY CARD H) IDENTITY CARD I)COUNSELLING BROCHURE J) STUDENTS HAND BOOK K) STUDY MATERIAL ISSUING BILL etc l) FEES BOOK etc.
13. Franchisee should be able to conduct training programs with experience and qualified faculties as per guideline of **THE INSTITUTE**.
14. Registration of candidates must be done in **THE INSTITUTE**. When any student will be admitted in the **FRANCHISEE** centre, the franchisee should forward the data (as per format given by **THE INSTITUTE** ) immediately of that student to get the Registration Number.

15. The Franchisee will collect fees from the students by issuing proper receipt.
16. The Franchisee will have to take trade license to run the centre from the respective authority in the name of the Franchisee and forward a copy to **THE INSTITUTE** and renew it in every year by the franchisee in his own cost. The Franchisee will also have to register under the state govt. Tax on professions, trades, callings and Employment Act,1979 and pay the required P.Tax for the organization as well as for the staff. **THE INSTITUTE** has no obligation to take that type of license in any point of time. Apart from that, the statutory benefits like payment of wages, PF, ESI & other benefits for Faculty/Employees who are working at franchise centres shall be borne/complied by the franchisee. Any liability arising out of these statutory requirements will be the sole responsibility of the franchisee and **THE INSTITUTE** shall not be liable for the same by any means.
17. Franchisee must maintain enquiry register, admission register etc.
18. **THE INSTITUTE** shall be free to fix targets for the Franchisee centre from time to time.
19. **THE INSTITUTE** has right to verify the accounts and bills/receipt issued by the Franchisee.
20. The Franchisee shall forward details of registration, training details, fees collected and monthly information as required by **THE INSTITUTE** as per format issued by **THE INSTITUTE** monthly.
21. The centre will be known as..... collaboration with **ICLT** for Computer Education & Services. A predominant board displaying **ICLT** has to be put up at the centre (minimum 6' X 4').
22. Franchisee for the purpose of operating the centre and submitting proposals locally may use letter heads CLEARLY indicating as **ICLT FRANCHISE** centre. Any misuse of **THE INSTITUTE** identity and name, amounts to violation of this agreement and Franchisee stands cancelled automatically.
23. The Franchisee shall not use **ICLT** Letter heads for their any other business transactions.
24. All Faculty, employees and staff working at the Franchisee centres shall be on the rolls of the Franchisee and **THE INSTITUTE** will have no financial or other responsibilities towards these members directly or indirectly in any manner what so over.
25. The Franchisee shall issue any promotional materials or advertisement only with the prior consent of **THE INSTITUTE** in writing.
26. Course fees include cost of training and course material. Hence, Franchisee to issue course material relevant to course to all the trainees. In case of short term courses less than 1 month, course material in the form of notes is provided. Franchisee, if needed may buy course material from **THE INSTITUTE**.
27. Franchisee should conduct tests and evaluations periodically after each training module. **THE INSTITUTE** has right to conduct test on it's own to test/evaluate the quality and content of training.
28. **THE INSTITUTE** will issue certificates to successful trainees only if satisfied with training quality and contents. Before issuing certificates to any trainee, fees should be clear and Certification cost of **THE INSTITUTE** should be credited to the Institute Account.
29. Franchisee should issue **ONLY ICLT** certificates those are certified & issued by **THE INSTITUTE**. Franchisee cannot issue certificate to trainees either in the name of **THE INSTITUTE** or in the name of institute directly. **THE INSTITUTE** shall take criminal proceedings against misappropriation/tampering of certificate by the centre, if found.

30. **THE INSTITUTE** has all the rights to cancel the Franchisee by giving one month notice in writing, with or without assigning any reason.
31. Franchisee agrees to abide by the rules and regulations set by **THE INSTITUTE**, time to time.
32. **THE INSTITUTE** has complete rights to visit the centre, inspect, issue suitable instructions, check & verify records, interview trainees & faculties and take any steps that are felt necessary in the interest of business.
33. In case, **FRANCHISEE** wants to separate from **THE INSTITUTE**, within agreement period, franchisee can do so by giving 3 months advance notice to **ICLT** in writing and should have completed training for all trainees registered before completion of 3 months, should have paid all the dues and an amount of Rs.0, 000/- towards short closure of agreement. In that case Franchisee should obtain **NO DUE** Certificate from our Accounts Department the Original Documents can be returned to the respective authorities.
34. **THE INSTITUTE** has rights to appoint more than one **FRANCHISEE** in same town/city, if found necessary and good business potential but first offer to setup a Franchisee will be given to the existing Franchisee of the town/city.
35. **THE INSTITUTE** shall be entitled to assign this agreement or any right or rights hereunder including the right conferred in this agreement to enter upon land or buildings, to inspect the equipment and to sever and repossess the same and any assignment of this agreement by **THE INSTITUTE** shall be deemed to include an assignment of the **THE INSTITUTE** rights to enter sever and repossess.
36. **FRANCHISEE** shall undertake to maintain secrecy of the course materials, syllabus, etc., and confidentiality of software and the programme and if there is any violation of the secrecy clause the Franchisee agreement stands cancelled.
37. In case the **FRANCHISEE** want to close down the centre or sell it **THE INSTITUTE** will have the first right to acquire the centre by paying the necessary amount as will be mutually agreed by both the parties.
38. **THE INSTITUTE** shall not be liable to acts of omissions or commission on the part of the Franchisee and the Franchisee would be solely responsible and liable to compensate loss if any.
39. All Franchisees deal directly with **THE INSTITUTE**. It means that all Franchisees order all printing stationary etc directly from **THE INSTITUTE** and send all payments/fees directly to **THE INSTITUTE**.
40. The Franchisee shall follow the Rules of business both in letter and in spirit.
41. The Franchisee shall ensure that nothing is done or omitted to be done by the Franchisee which may affect the reputation of **THE INSTITUTE** in the field of training and education or otherwise.
42. **THE INSTITUTE** business years begins on 1st of April and ends on 31st March of the following year.
43. A Franchisee should not sale any item of **THE INSTITUTE** to anyone for resale.
44. **THE INSTITUTE** Franchisees must not engage in activities, which may bring disrepute to **THE INSTITUTE**. They should comply with all requirements, guidelines, and instructions, which are issued by **THE INSTITUTE**. Any in disciplinary action performed by a franchisee may result in the termination of the Franchise.

45. **THE INSTITUTE** Franchisees are independent Franchisees operating their own business. They shall not convey the impressions or refer to themselves as employees, agents, managers, or Representatives of **THE INSTITUTE** nor use such terminology on their stationary or other printed matter. The Franchisee shall indemnify **THE INSTITUTE** in respect of any cost or damages arising as a result of any such misrepresentation of his relationship with **THE INSTITUTE**.

46. The Franchisees indemnify **THE INSTITUTE** against all actions, claims, demands, prosecutions, penalties including costs thereof and not excluding **THE INSTITUTE'S** legal cost which might be made or brought against **THE INSTITUTE** in respect of or arising out of breach, infringement or infractions of any laws, regulations and codes of practice arising out of the operation of **THE INSTITUTE** business. **THE INSTITUTE** shall not have any liability to any Franchisee in respect of any loss, cost, damage or expense suffered directly or indirectly as a result of any act, omissions, representation or statement of any other franchisee.

47. The Franchisee shall duly and punctually make payments of all amounts due and payable to **THE INSTITUTE**. Non-payment of any amount under this by the Franchisee to **THE INSTITUTE** within the prescribed time shall be construed as an act of default and without prejudice to any other rights to recover such amount from the Franchisee, **THE INSTITUTE** shall also be entitled to terminate his franchise forthwith without giving any prior notice.

48. If any notice is received regarding any breach of any law, rule or regulations the Franchisee shall at his own cost ensure that he remedies the breach and also gives intimation thereof to **THE INSTITUTE** at the earliest, shall also ensure that he intimates to such issuing authority the relationship between the Franchisee and **THE INSTITUTE** and also clarify that **THE INSTITUTE** is in no way concerned with such litigation.

49. Apart from the sample and designs provided by **THE INSTITUTE**, the Franchisee may not design and use their own material for advertising and publicity. Failing which they shall be fully responsible for such designs or materials. For local advertisement, the Franchisee has to take approval of **THE INSTITUTE** for any design of an advertisement. (Printing or electronic media)

50. **THE INSTITUTE** forbids a franchisee from producing or procuring from a source other than **THE INSTITUTE** any items bearing **THE INSTITUTE** name or logo or **THE INSTITUTE** trademarks or trade names or service marks.

51. The Franchisee will have to give facility of Library (in-house and lending) to the students admitted in the centre of the Franchisee by purchasing standard books whose list will be provided by **THE INSTITUTE**. All books will be purchased by the Franchisee in his own cost. No reimburse will be made by **THE INSTITUTE** to purchase the library books.

52. **THE INSTITUTE** forbids reproduction in whole or in part of any printed material, notes or any other teaching items of **THE INSTITUTE**.

53. The Franchisee disclaims any right or interest in **THE INSTITUTE'S** copyrights, trademarks, trade names, service names or marks and logo's and design and all advantages and benefits derived there-from and in the techniques/know-how and training resource/material, student course materials and other literature. The Franchisee agrees that certain confidential Information and secret knowledge which may be made available to him in confidence, the Franchisee shall not divulge such Confidential Information, secrets and procedures or performance or exhibit any portion or part thereof to any person. The Franchisee shall include a secrecy obligation relating to the above matters in the contracts of employment with his employees.

54. The Franchisee shall ensure good conduct and behaviour of every student and every faculty in order to maintain high reputation and discipline conducive for creating good academic atmosphere in the franchisee's centre.

55. **THE INSTITUTE** will not be concerned or be a party to any dispute in whatsoever capacity between the Franchisee and his employees or any other persons or any dispute, claims suit or litigation by and between statutory authority and the Franchisee for non-compliance with any statute, rules & regulations made by the statutory authority.

56. The Franchisee alone shall be responsible /liable for any non-compliance with any labour legislation and / or statutory provisions and **THE INSTITUTE** in no way shall be a party to any litigation arising out of any non-compliance by the Franchisee with any legislation.

57. At any time if **THE INSTITUTE** is of the opinion that the academic standards are not maintained by the franchisee, **THE INSTITUTE** shall have the right to take corrective steps at the cost of the Franchisee/ or cancel the Franchise.

58. The Franchisee will maintain the premises of the Franchise's centre in good conditions.

59. The entire cost of running a centre for classroom teaching, including acquisition of space, acquisition furniture & fixtures, engaging of personnel, local advertising and promotion by the Franchisee, and all other expenditure shall be borne and paid by the Franchisee only and the Franchisee shall not be entitled to require **THE INSTITUTE** to share any part or portion of such expenditure or reimburse any part thereof.

60. The Franchisee shall maintain proper records, filing, and books of accounts of all transaction.

61. The Franchisee will renew or extend their franchise agreement on yearly basis as per terms & conditions.

If The Franchisee will issue total no of Certification **40** in a financial year then there are no renewal charges applied.

62. **Liquidated Damages:** The Franchisee shall abide by all the terms referred in this agreement and other terms that are agreed through letters issued time to time. If any of the terms is violated, this agreement stands cancelled.

63. **Jurisdiction:** The Franchisee shall expressly agree that the court in Krishnagar in the state of West Bengal and none other courts shall have jurisdiction to try any matter arising between **THE INSTITUTE** and the Franchisee.

All differences and disputes which may arise between **THE INSTITUTE** and a Franchisee shall be referred to a sole arbitrator for adjudication to be appointed by **THE INSTITUTE** only. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

In witness whereof the parties hereto have set their respective hands on the day & year mentioned herein above at first.

**FOR, THE INSTITUTE**



ASIT KUMAR GHOSH  
CHAIRMAN

**FOR, FRANCHISEE**

SIGNATURE