



SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD. AGREEMENT

THIS FRANCHISE AGREEMENT is made and entered into on this the _____ day of _____ at _____ by and between:

SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD. PREM NAGAR HARDO CHANNI ROAD NEAR RAVI DAS MANDIR, GURDASPUR, PUNJAB, INDIA

AND

CENTER NAME & ADDRESS

Here in after jointly and severally called the 'FRANCHISEE' (Which term 'Franchisee' shall be taken to mean and include their respective legal heirs, executors, administrators, agents and assigns)

WHEREAS the **SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD.** is engaged in providing services to students in the field of education (Computers Education). As part of expansion plans of Computers education, the **SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD.** wishes to appoint franchisees for educational consultant in the given State and given City of Franchisee.

WHEREAS the Franchisee who is interested to be appointed as Franchisee of the **SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD.** approached the **SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD.** and requested for their appointment as it's Franchisee. **SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD.** has accepted the request and agreed to appoint them as its Franchisee. Both the parties have agreed for the following terms and conditions.

TERMS AND CONDITIONS

1) PERIOD AND AGREEMENT OF FRANCHISE

The minimum duration of the franchise shall be for a period of one year _____ to _____ with every next year re-agreement. It shall be extended for further period if decided mutually between parties. The franchisee shall run the business with the Company for at least a period of one year _____ to _____. If the franchisee wants to discontinue the business within the stipulated period of one year then he/she/they shall surrender the franchise to the **SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD.** by 15 days prior written notice/email.

The franchisee shall not sell or transfer the franchise to any other person/Company.



2) INTEREST TAKEN BY FRANCHISEE

SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD may incur for any legal action against the franchisee in case the franchisee has acted against to the interest of the *SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD* and harm the reputation or cause loss to the business of the *SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD* whether directly or indirectly and if such harm is assessable or not and whether it is patent or latent.

If the franchise is terminated either by *SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD* or the franchisee for any reason prior to the period of contract of one year or with re- agreement next years in such an event also the agreement amount is non-refundable and Franchisee will not able to teach by study material given by *SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD*.

3) COURSES UNDER FRANCHISEE AGREEMENT

At the initial stage, Franchisee can conduct following types of courses namely

The Franchisee shall charge Training Fees from students which is not included in above given chart and is extra.

The Franchisee alone is responsible for the maintenance of their office\Center. Including the maintenance and salaries and shall possess land phone, fax, broadband with internet facility and at least three to four Computers. Franchisee shall bear all the expenses of their/its office and staff. The *SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD* is not liable to make any payment either as maintenance / salaries/software/hardware etc., in this behalf. The franchisee or their/its staff members or any other person related to them/it in any manner shall not do similar business or employment directly or indirectly either by themselves/itself or through any other person/company which is in direct or indirect competition with the business of the Company. *SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD* shall have the right to terminate the agreement forthwith if such an instance comes to its notice and also legal action will be initiated against the franchisee. The franchisee cannot appoint sub franchisee for any reason.

4) ADMISSION & OTHER PROCEDURES TO BE FOLLOWED BY FRANCHISEE

Franchisee shall comply with following policies, procedures and requirements as well as changes therein from time to time pertaining to admission, administration and management of educational courses.

1. Genuine inquiries should be generated through various modes of advertisements.
2. Inquiries should be handled carefully and prospective participants should be counseled well to join courses with full transparency.
3. Two days should be granted as trial period to participants so as to judge merits of the course. On confirmation, the fees should be recovered from the course participants.



4. All the course participants should be well treated so as to reflect professional image of the institution.
5. The study material should be given to the participants only on receipt of course material fees.
6. Authenticated receipts should be issued to the participants on receipt of course fees.
7. Attendance register of participants should be maintained and should be updated on day to day basis.
8. Inquiry register should be maintained and updated on regular basis in prescribed format as follows:-

SNO.	NAME OF INQUIRER	COURSE INQUIRED	CONTACT DETAILS	(ADDRESS)	SOURCE	REMARK
1						

9. Batch Timings: Duration of a batch should be of one to two hours per day. Batches should be on weekdays i.e. Monday to Saturday. Scheduling of the batches should be done in such a manner that minimum 8-10 batches can be conducted per day.
 10. Late admission should be permitted up to 15 days from the commencement of the respective batch. In case of late admission, missed syllabus should be compensated through extra batch.
 11. The courses must be completed well within the stipulated timeframe.
 12. Effective revision of syllabus should be done.
 13. On completion of course, examinations should be conducted.
 14. Question papers and answer sheets will be supplied by the Franchisor.
 15. Answer sheets shall be evaluated by the Franchisor and results shall be declared.
 16. On successful completion of course, certificates shall be awarded to participants by the Franchisor.
 17. On receiving False /Improper/ Invalid / Wrong / Fake data of students can be resulted in cancellation/rejection of certification **SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD** shall have the right to terminate the agreement forthwith if such an instance comes to its notice and also legal action will be initiated against the franchisee.
- 5) **Place scope of Franchisee** : Franchisee cannot use the name of franchisor for different place which is not mentioned in agreement. If franchisee wants to start franchisee at new place than he shall take permission and make a new agreement with franchisor.



If Franchisee changes the setup of institute for current location and want to establish it at new address than Franchisee has to inform to Franchisor. After getting written permission from the Franchisor, Franchisee can change setup.

If Franchisee has partnership with other persons to start our franchisee than he shall submit copy of legal partnership agreement. The franchisee shall not disclose the business secrets in any manner to any third party.

The franchisee shall not canvas any matter or publish any article which is in any manner derogatory to the interest of the SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD or in any way harm the reputation of the SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD and affect the business of the SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD. The SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD will be at liberty to terminate the contract with the franchisee without prior notice in case the franchisee has acted derogatory to the interest of the SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD or misuse the secrets of the company.

The SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD will provide services and benefits (In terms of video training system) to the franchisee as per the terms and conditions applicable to such agreement accepted for. However the SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD shall not be responsible for any loss or damage whatsoever, to either the franchisee or the student because of the changes in the policies and procedures of SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD.

If the franchisee successfully runs the business to the satisfaction of the SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD throughout the agreement period then the SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD may\can renew the contract for further period.

This agreement is limited to computer center/institutes only which does not include any other type of institutions (Schools/Colleges/Polytechnics/I.T.I) Franchisee is limited to use teaching material within its center and cannot /does not provide study material to any other institutions.

6) STUDY MATERIAL CLAUSE

Study Material in form of Cd /Dvd /Files/Books/Apps / and in any other form which is given by SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD is copyrighted and it is not permissible to use it in center for teaching or study material purpose unless there is an agreement with SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD.

In case of agreement it is permissible for given center.

Franchisee to use it for teaching and providing as study material to students in Franchisee center and strictly for mentioned center or Franchisee place specified above.



Franchisee cannot modify/transfer/copy/change/sale/use study material in any another form which is not stated in contract or defined in agreement.

Re-agreement is required for next or subsequent years to continue use it as study material or use it as teaching material in Franchisee center which is chargeable as per Re-agreement fees (non- refundable).

One certificate is issued on one Registration/Serial Number which is connected with study material and certificate is issued after completion of course and after passing exam which is taken by Franchisee center, if student does not pass the exam he/she can get participation certification. Each student has two chances to clear the exam. Student examination is conducted on the information provided by Franchisee , if the student information is not proper fulfilled or clear or incomplete , exam cannot conducted and it can be cancelled and the Franchisee alone is responsible for charges or loss arises to these circumstances.

Study material is provided for those contents or courses which is ready and available by **SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD** . Updated material or new study material will be provided to Franchisee time to time. Study material once issued from **SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD** will not be taken back and not refunded in any other terms or means.

TECHNICAL SUPPORT CLAUSE

Technical support related to training system is provided to Franchisee Center (play/ teach/ use/instruct/ provide task)and **SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD** does not provide any software or software support and not any hardware or hardware support for Franchisee and Franchisee will be responsible for their software and hardware used in center. Questions/ Queries regarding training system will be answered by us. If there is any concept or part which is not clear or cannot be understand by the Franchisee surely be answered by **SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD**.

7) "TERMINATION CLAUSE"

Conditions specified should be abided by Franchisee will continue the agreement and if Franchisee does not abide by conditions this contract or agreement will automatically terminated and If any dispute arises, it will be subjected to decision of the arbitrator appointed by the **SBDS CYBER CAFÉ SKILL TECH TRAINING EDUCATION PVT LTD** and can also be redressed within the legal jurisdiction of Ambala city, Haryana only.

I have clearly understood all the terms and conditions and agree to abide by them.

(CENTER STAMP AND SIGNATURE)