

FRANCHISEE AGREEMENT

This agreement made and entered into New Delhi on _____ day of _____ by and between **M/s ACI Computer Institute** (A unit of Celick Technologies (P) Ltd., company having its corporate office at New Delhi) through its Managing Director, Vikash Kr. Singh herein referred to as "**The Franchisor**" on one part, and _____ s/o _____, herein referred to as "**The Franchisee**" on the other part.

Whereas, The Franchisor is inter-alias carrying on Business of Information Technology Education and The Franchisor has developed expertise and has special technique and know how in the field of Information Technology Education and Software Development. The Franchisor desires to appoint the Franchisee at the specified geographical location of _____, in the city of _____ in the state of _____.

Now this agreement witnessed as follows:

1. THE PREMISES

- 1.1. Use in the trade name of ACI Computer Institute 7.00 am to 10.00 pm. 06 days a week or as desired by the Franchisor or Franchisee from time to time.
- 1.2. Design or Appearance Standard of the Premises: - The premises shall be approved by the franchisor, and modified / furnished as per the design, theme, and color combinations as per the global theme of the Franchisor. The Franchisee agrees to get these fabrication and changes done at his own cost.
- 1.3. Inclusion of Trademark, Logos. Styles: - The Franchisee shall include all distinctive styles, logos, trademarks and other such items which have become identifiable exclusively with the franchisor, in the premises.
- 1.4. Timings: - Strict adherence to the above mentioned time schedule is to be followed, failing which, without a prior notification to the Franchisor, shall result in strict Penalty. Any such change should be informed at-least 48 hrs. in advance, either by fax or email to the Franchisor.

2. THE COST

- 2.1. Initial Franchisee Fee: - The Franchisor shall charge a **one-time Royalty fee of Rupees 10,000/-** for giving its name, brand image, format, system and leverage to the Franchisee, over a period of ONE year.
- 2.2. Continuing Revenue Sharing: - As per sheet attached.
- 2.3. Franchisee Renewal Fee will be applicable to franchisee if he fails to submit 60 admissions per year.
- 2.4. Advertising Fees/Material:- The Franchisee, shall participate in the national, Regional, Local, advertising campaigns for brand building, Image building, or business building, of the Franchisor or Franchisee as per the marketing strategy devised by the Franchisor in a ratio which shall be discussed later. However, if the Franchisee feels, it intends to advertise more, it shall do so, by getting a written clearance on the material to be advertised from the Franchisor.
- 2.5. Running Expenses: - The Franchisee alone shall bear all running expenses of the Centre i.e. to provide trained staff and faculty members, representatives to run the academy in elective manner and shall pay Electricity, Water Charges for the said premises. The Franchisor shall not be liable to pay any amount for the staff employed at the said premises.
- 2.6. Infrastructure Availability, Maintenance and Up gradation: - The Franchisee shall make available the equipment and infrastructure (Detailed list attached) at his own cost as per the timings mentioned before in the agreement for the purpose for running the Technology Training Institute. The maintenance and up gradation of furniture, air-conditioners, sanitation system and the equipment such as hardware, software, networking, UPS, server etc. as per the list attached is the responsibility of the Franchisee alone.

3. CONTROL & EDUCATION

- 3.1. The Franchisor agrees to give complete control to the Franchisee to exclusively manage the Centre, promoting the Franchisor's designed program, in the manner they have been designed
- 3.2. The Franchisee will provide a Free Basic Course Free of Cost to all the Associates and after the completion of the course the certification will be provided by the Franchisor.
- 3.3. To be able to progress harmoniously towards the common objective, of imparting sophisticated Grade-A Education to all students, the Franchisee agrees to follow the education pattern, very strictly, and adhere to other company policies on promotions, special rebates, scholarships, exclusions, inclusions etc.
- 3.4. The teaching Methodology, and Design of Course contents, Scholarship Tests. Issuance of Certificate shall all come under direct control of the Franchisor.

4. RESTRICTIONS

- 4.1. The Franchisee agrees to restrict the courses in the concerned premises to only the ones that are being offered by Franchisor.
- 4.2. The Franchisee agrees to buy all the academic material, i.e. books, periodicals, and issue them only to students who have enrolled into its program. The Franchisee also agrees to keep all the reference books in a locked area, and shall make them available only for reading on the premises. These books are training where the client is coming in because of his personal reputation, shall the Franchisee be allowed to entertain clients from other regions.
- 4.3. Franchisor will issue certificates only if registered student has completed 75% of course duration for which he/she is enrolled.
- 4.4. The Franchisee agrees to abide by all terms and conditions as stipulated by the Franchisor from time to time to promote business, and increase awareness.
- 4.5. Student registration swapping is applicable only till student has not completed 50% of the course duration for which he/she is enrolled and is not applicable in case of difference in course.
- 4.6. Student registration swapping cannot be used more than two times and it is considered inactive from the next academic calendar (i.e. on or after 1st March of every year).

5. FINANCE AND ACCOUNTS

- 5.1. The Franchisee shall keep a book of account as desired by the Franchisor in the format as prescribed by their Franchisor, and shall make available this book of accounts to the Franchisor or its representative for transparent operations of the Franchisee.
- 5.2. The Franchisee shall receive all fees, and shall deposit in the Franchisor's account in his city, and such account shall only be operational by the Franchisor. The Franchisor holds his right to send his accountant/ representative to the Franchisee to settle accounts, verify all books as maintained by the Franchisee from time to time. The Franchisee agrees to entertain this activity at all times.
- 5.3. The Franchisor shall from time to time (at the most Once in a Quarter) settle accounts as per the conditions as described in detail later.
- 5.4. The Franchisee shall receive payments on behalf of the Franchisor, and shall give due receipts to all who enroll in the Institute. Payments can be accepted in terms of Cheques /Drafts/Cash.
- 5.5. The Franchisee shall also entertain ACI members for at-least one hour a day every day for the Internet facility to study online with a nominal charge as compared to other cyber cafes/Institutes. It shall also ensure that all ACI members are treated equally, irrespective of his positions in relevance to the Franchisee.
- 5.6. With vision learning and harmony exists at National level. There would be chance that students from other parts of the country shall migrate to the Franchisee's town, and shall like to pursue their course with it. The Franchisee shall comply with the norms as laid by their company to provide such a student every facility, as originally proposed to him by their center he had originally joined in. The remuneration as regards to this case shall be as per the terms and conditions discussed later.

6. FRANCHISOR'S OBLIGATIONS

- 6.1. The Franchisor shall at all times keep the content of the course latest and with the growing Industry trends. However since the Franchisor is an expert in this Industry, it is upon its discretion whether or not to introduce the technology in its course.
- 6.2. The Franchisor shall ensure a continuous and non-stop supply of the requisite stationary/books as desired by the Franchisee.
- 6.3. The franchisor shall ensure a smooth, un-biased, discipline, and principled operational behavior towards all the Franchisees. It shall also exercise its special powers to resolve dispute between two Franchisee and its decisions shall be accepted as final.
- 6.4. The franchisor from time to time shall come and inspect the Franchisee and ensure that it is competitive with the other Franchisees, to be able to set up a standard in the industry, which evolves the basic required for any business to be successful.
- 6.5. The franchisor shall assist in training technical staff/faculty for the Franchisee at a nominal cost.
- 6.6. The franchisor, if the Franchisee so desires, shall advertise, interview, and assign all faculty in the Franchisee. The total cost involved in the whole process shall be paid by the Franchisee.
- 6.7. The Franchisor shall ensure that it trains the most deserving faculty in the Franchisee with the latest in the Technology Industry sees a new development. The cost involved in this process is to be shared by both, the Franchisee and the franchisor, should it be more than 04 times in a year.
- 6.8. The Franchisor shall convene meetings, trainings; send newsletters and latest updates in the world of Information Technology, to keep the Franchisee. The same by all means possible. The cost involved in this process can be decided as per the situation.
- 6.9. Lastly, the franchisor shall keep thinking new business development programs and shall implement the same to get the most positive results in promoting business.

7. THE FRANCHISEE'S OBLIGATIONS

- 7.1. The Franchisee agrees to put in his honest, dedicated, and ethical efforts in promoting his business. It shall ensure by all means a strict adherence to the terms and conditions mentioned in this contract
- 7.2. The Franchisee shall at all-time keep the Franchisor Informed of their progress at the institute, through their web-site, email, registers, and other recording devices regularly so as to enable the Franchisor the trend of the working, market and other valuable database which help in designing future marketing strategies.
- 7.3. During the time, this contract hold good. The Franchisee agrees to be solely faithful to the franchisor, in terms of brand and education promotion, should it by necessity be pushed to associate itself with any other company in this business, it shall not do so without the prior written consent of the Franchisor.
- 7.4. EXCLUSION OF FRANCHISOR'S OTHER TRADEMARKS, TRADE NAMES, DESIGNS, LOGOS, COPYRIGHTS:- This agreement shall not permit the Franchisee to use the franchisor's trade name, trademarks, designs logos, copyrights for any other purpose whatsoever. The Franchisor shall use the same as mentioned earlier only to run and facilitate the promotion or advertisement of the center.
- 7.5. INFRASTRUCTURAL AVILABILITY: - The Franchisor or its agents shall have a right to access all labs, classrooms, admission and follow up records of the student register etc. The Franchisee shall provide the infrastructure for which the agreement is in force i.e. THREE YEARS **w.e.f.**
_____.

8. PHYSICAL POSSESSION

- 8.1. The premises are the responsibility of their Franchisee, along with the necessary infrastructure as discussed above. The Franchisee is alone responsible to pay all statutory, corporations, municipal, or other taxes associated with the land, building, or property as per the local guidelines. The Franchisor holds no right or interest in the aforesaid property and shall never claim any RIGHT TITLE OR

INTEREST in the said premises of any nature, whatsoever. This agreement can be renewed further with the will of the both parties.

- 8.2. The keys to the premises shall solely be in the custody of the Franchisee, and the franchisor is only authorized for all his visits at regular work-timings. But should it be necessary to spend more time on up-gradation of the software, or equipment, directly involved in promotion the Franchisor's business, the Franchisee shall do all the needful to make available the premises along with necessary infrastructure to Franchisor's representative.

9. THE FINANCIAL PROJECTIONS

Although real calculation may vary from area to area, regionally, and even by the Franchisee owner, faculty, and courses being offered, we have taken a medical scenario which give you the projection of Business involved in the System. Let us assume and Institute with the following Infrastructure.

RESOURCES

Premises Area	1200 Sq.ft. Approx.
Laboratory	06 workstations (depending upon geographical location)
Theory Room	01 Number approx. 10-15 student each
Reception	6-8 Persons Seating
Library	6-8 Persons Seating
Utilities	As desired / Available
Faculty	02 Numbers
Manager	01 Numbers

10. TERMINATION CLAUSE

Although at the beginning of a relationship clauses like these should not be even though of, but these are essentials in the business as the business itself, for at times progress exists in separation. Here are few Instances where the effects of Termination would come in.

- 10.1. Non-Compliance of any of the above terms and conditions shall result in a warning from the Franchisor. Issuance of Three warnings within 03 consecutive months shall lead to termination of the Franchisee.
- 10.2. Any discrepancy in accounts shall result in immediate suspension until issue is settled.
- 10.3. All suspensions and terminations shall result in forfeiting of the royalty fee or any other outstanding from collection sharing.
- 10.4. Non-Observance of Rules guarding the ACI members, like leg-pulling, unethical behavior in business promotion shall result in Termination.

All Rules as implied from time to time shall be respected and accepted by the Franchisee for developing a speedy growth system.

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

Witness 01

The Franchisee

Witness 02

The Franchisor

Vikash Kr. Singh
Managing Director
Celick Technologies (P) Ltd.

SELF-ASSESSMENT FORM

Kindly fill up this form and attach supporting document / profile and application form for becoming an authorized study Centre

1. Name of the Firm/Company/Institution/Society
2. Name of Head of organization
3. Date of Birth
4. Address
5. Email Address
6. Website, if any, then URL
7. Contact Number
8. Qualification of the Owner/ Management
9. Existing/ Proposed Location of the Centre
10. Total carpet area
11. Infrastructure of Centre
 - A. No. of Class Rooms
 - B. Total No. of students it can train at any one time
 - C. Seating capacity of each class & furniture
 - D. Air conditioning
 - E. Training Aids such as overhead projectors boards & markets/ chinks etc.
 - F. Computer/ TV/ VCR/ based Classroom
 - G. UPS for computer System
 - H. Is there any room for Counseling and management
 - I. Conference / meeting room
 - J. No. of Computer Labs & total no. of computers
 - K. Configuration of computers
 - L. Software used and their source
 - M. Networking software used
 - N. Legal Software available and their names
 - O. Any specialized multimedia lab with CD-ROM/Speakers/Headphones
 - P. Any educational CD available

- Q. Networking in lab
 - R. Internet Connection & Type
 - S. No. of Modem/ Printers & its Configuration
 - T. Staff room available or not
 - U. Generator for Power Backup
11. Faculty/ Lab Assistants/ Supporting Staff*
- A. No. of Centre manager/ Centre Head/ Technical Head
 - B. No. of System Administrator
 - C. No. of Web Administrator
 - D. No. of Network Administrators
 - E. No. of Senior Faculties
 - F. No. of Junior Faculties
 - G. No. of Lab Assistants
 - H. No. of Clerical staff
 - I. No. of Counselors
 - J. Any other Supports Staff



SIGNATURE

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FEE DETAIL

Sl.No.	Course	Course Fee
1.	DCA	3600
2.	CFA	2500
3.	DDTP	4200
4.	ADCA	8800
5.	DCP	6200
6.	DCAA	5200
7.	DCAD	6200
8.	DCH	6200
9.	DWD	7000
10.	ADWD	15000

Sl. No.	Course	Course Fee
11.	DOM	8600
12.	HDCA	8600
13.	DAP	9000
14.	HDAP	11500
15.	HDIT	10000
16.	ADIT	14000
17.	DCN	8000
18.	DCT	4200
19.	DMR	8600

Sl.No.	Course Name	Course Fee
1.	Microsoft Office	1500
2.	Tally	2500
3.	Photoshop	1500
4.	CorelDraw	2000
5.	PageMaker	1000

Sl. No.	Course Name	Course Fee
6.	Internet, Email & Multimedia	1100
7.	Dreamweaver	3500
8.	Search Engine Optimization	3500
9.	Programming in C	1500
10.	C++	1500

*Head office share will be as follow

- 6% of the course fee for providing Marksheet, Certificate, ID card and Online Registration
- 12% of the course fee for providing Marksheet, Certificate, Online Registration, Book, Bag and ID Card

SIGNATURE

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