

FRANCHISE AGREEMENT For running a computer institute

This agreement is made on this _____ day of _____ 20__ between _____ aged about _____ years S/o _____, Director, _____ (Pvt.) Ltd having its Corporate Office at _____ (hereinafter called as the FIRST PARTY)

AND

_____ aged about _____ years S/o _____ who is running a Computer Institute in the name and style of M/S _____ having its office at _____ (hereinafter called as the SECOND PARTY). Whereas the FIRST PARTY has opened a Computer Education Company in the name and style of _____ (Pvt.) Ltd and is interested in granting franchise to the interested parties for using its brand name, study materials, marketing assistance, system maintenance throughout the nation.

That the SECOND PARTY approached the FIRST PARTY for granting franchise of rights to conduct training classes in his existing institute in the name of the company of the First Party, _____ (Pvt.) Ltd.

The FIRST PARTY has agreed for the proposal of the SECOND PARTY for a period of one (1) year (____/____/20__ to ____/____/20__) on the terms and conditions below showed:-

1. That the SECOND PARTY shall pay a Non-refundable sum of Rs. _____ (Rupees _____) only towards the franchise agreement cost and student registration fees for different courses as mentioned by the FIRST PARTY in the form of demand draft drawn in favour of _____ (Pvt.) Ltd. payable at _____ before 10th of every succeeding month.
2. It is agreed between the parties that the SECOND PARTY shall collect the registration fees as per the fees structure laid down by the First Party which shall be final and binding upon the SECOND PARTY.
3. That the parties further agree that the SECOND PARTY shall maintain the institute as per the rules and regulations laid down by the FIRST PARTY and shall carry out changes in courses and infrastructure as per requirements of the FIRST PARTY.
4. That the SECOND PARTY shall solely bear all the expenditure for running the Institute of the SECOND PARTY having his institute at _____.
5. The FIRST PARTY shall bear the entire expenditure of the study materials, stationary, advertisement materials, as per the requirements to run the institute of the SECOND PARTY.
6. 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.

7. That the SECOND PARTY shall be solely responsible for any loss due to postponement and incompleteness for courses and the FIRST PARTY shall not be responsible for any losses including pecuniary loss.
8. That the SECOND PARTY shall allow the personnel and duly authorised by the FIRST PARTY to inspect the premises, financial records, software and hardware at any time.
9. That the SECOND PARTY shall collect the fees from the student only after 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.
10. That the FIRST PARTY shall provide necessary training for marketing and technical personnel at the cost of the SECOND PARTY from time to time.
11. That the FIRST PARTY shall provide transfer facility to the students from one centre to another centre after complying with the required conditions.
12. That the FIRST PARTY alone in its name shall issue certificate to the students on successful completion of their course at the Institution covered by the agreement or at the centre after complying with required conditions.
13. 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 ____% per annum. In addition, the FIRST PARTY shall be at liberty to stop all future obligations under the agreement without any further notice.
14. That the SECOND PARTY has to start the institute and coaching within one month from the date of agreement.
15. This agreement is valid for one year from the date of agreement and this agreement is subject to renewal in each year with renewal fees of Rs _____.
16. That if the SECOND PARTY is found misusing the name of the FIRST PARTY, the FIRST PARTY shall be at liberty to cancel the licence with one month prior notice and shall be at liberty to take recourse to law as may be warranted in such circumstances.
17. That without the permission of the FIRST PARTY the Second Party shall not take any franchise from any company within the validity of the agreement.

18. That if any dispute arises between the parties then the Courts at _____ shall have jurisdiction to decide the same.

19.

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.

SECOND PARTY

FIRST PARTY

WITNESSES

- 1.
- 2.

