

FRANCHISEE AGREEMENT
Bhartiya Yuva Computer Saksharata Mission™
Ajnala Amritsar, Panjab , India

This agreement is made on the Monday of **09/11/2015** between **BYCSM** (Bhartiya Yuva Computer Saksharata Mission, as per Regional Office address: - Immigration Road, Ward No :-4. Mathabhanga, Coochbehar, West Bengal-736146, India. (Herein after called as the FIRST PARTY).

AND

"Bright Future Academy" Owner of Mr. **Aamn Rajput** Son of **Ramesh Rajput** , Date of Birth: **12-04-1973** India applicant of franchisee As per location agreed with both parties Address:- **Domen chak, Ajnal Amritsar, Panjab, India** . (Herein after called THE SECOND PARTY/ APPLICANT)

Whereas the FIRST PARTY (Bharatiya Yuva Computer Saksharata Mission) is granting franchisee to The Second Party for using its brand name, study materials, marketing assistance, system maintenance, on the behalf of First Party in his region throughout the tenure of THE SECOND PARTY. The FIRST PARTY for granting franchisee of rights to conduct training classes in his existing institute in the name of the organization of the First Party, Bhartiya Yuva Computer Saksharata Mission (BYCSM).

The FIRST PARTY has agreed for the proposal of the SECOND PARTY for a period of **02 year (from 09/11/2015 to 08/11/2017)** on the terms and conditions below:-

1. The institute will working under the name and flagship of Bright Future Academy.
2. The Second Party has no authority to make any agreement with new authorized training center in his region also the Second Party has no right to use the name of First Party in any agreement with any person /company / institution / society / organization & if it made then the First party have no connection / liability or any responsibility regarding that agreement which made by the Second Party.

First Party Signature

Second Party Signature

3. The Second Party has to Enroll / Make an admission of minimum 50 students for each year of his tenure i.e. **(from 09/11/2015 to 08/11/2017)**
4. If The Second Party unable to fulfill the targets to maintain the unit franchisee, the unit franchisee authority will be cancelled automatically.
5. The FIRST PARTY provides study materials, Advertisement materials etc. as per requirement of the SECOND PARTY and The Second Party will pay the cost price as per materials demand.
6. The FIRST PARTY has full authority to accept or refuse any request of THE SECOND PARTY.
7. The Second Party has to send a copy of student admission form details with fixed royalty of every student within one month from the date of student admission.
8. The First Party provides all course programs to The Second Party the Second Party have no right to change any course program without written permission from BYCSM Head Office.
9. If The Second Party has required any faculty/Technical support, then The Second Party has to pay for the same.
10. **The fixed Royalty / Enrollment fee will be paid by the Second Party (Franchisee) to the First Party (BYCSM) for the period of 01 Years ref to agreement validity as above:**

Serial No.	Course Cat	Duration	Royalty / Enrollment fee for each Student
1	All types of courses	3 months	
2	All types of courses	6 months	
3	All types of courses	12 months	

Note:

1. All the study materials charges extra as applicable.
 2. Students ID Card & Certificates including in Royalty.
 3. Royalty / Enrollment fee will be subject to change for every year by The First Party
 4. Materials price will subject to change time to time according to Modification and quality.
11. The Second Party has to submit center progress report & student's royalty / enrollment fee by 5th of every month to the head office.
 12. The Second Party has to pay all monetary transactions by the prescribed way of First party, which will be informed to The Second Party time to time.
 13. The second party has to sent all the royalty of each student to first party by the prescribe way of the first party & after receiving the royalty of each student from the second party the first party will be issue the certificate & id card to the second party.
 14. Course contains including royalty fee & Unit Franchisee fee can be changed time-to-time for up gradation/up to date by BYCSM (Head Office) without any prior notice and same will be informed to The Second Party.
 15. Course fees decided according to the Second Party and advice to provide the details of the fee to the head office.
 16. The Second Party is responsible for entire legal activity and license of all genuine software at their institutional area.
 17. That the parties further agreed that the SECOND PARTY shall teach the BYCSM COURSES in the institute as per the rules and regulations laid down by the FIRST PARTY and shall maintain changes in courses and infrastructure as per requirements of the FIRST PARTY.
 18. That the SECOND PARTY shall solely bear all the expenditure for running his Institute.
 19. That the SECOND PARTY shall provide service/assistance for implementing any new projects by the other division of the FIRST PARTY.
 20. The First Party has the full authority to appoint / authorized / makes an agreement with any body regarding master franchisee /District franchisee/unit franchisee in Ajnala Amritsar region & the Second party has no objection on that agreement.

First Party Signature

Second Party Signature

21. Without the written (by paper / by email) permission of The First Party, 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.
22. 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.
23. That the FIRST PARTY shall provide necessary training for marketing and technical personnel at the cost of the SECOND PARTY from time to time.
24. That the FIRST PARTY shall provide transfer facility to the students from one centre to another centre after THE SECOND PARTY FIRST PARTY complying with the required conditions.
25. 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 if The Second Party issue Any kind of Certificates on behalf of The First Party, The First Party shall be at liberty to request to law course as may be warranted in such circumstances.
26. That the Second Party has to start the institute with in one month from the date of agreement or Prior permission has been taken from FIRST PARTY for any delay.
27. This agreement is valid for three year from the date of agreement and this agreement is subject to renew after completion of three year with renewal fees of Rs. 1200/- (One Thousand Two Hundred Only) This agreement is subject to renew with the renewal applicable fees.
28. Franchisee is also responsible to send Monthly progress report to BYCSM RO on every calendar month between 25th to 30th or latest by 05 it should be reach to BYCSM RO. In case of failure to reach this report continually 03 months, the BYCSM Management has complete right to cancel the agreement and centre authorization with out any prior information/notice.
29. That without the permission of the First Party the Second Party shall not take any franchisee from any person /company / institution / society / organization.
30. Those if the SECOND PARTY is found misusing the name of the FIRST PARTY / not maintain the clauses in this agreement; the FIRST PARTY shall be at liberty to cancel the license with one month prior notice and shall be at liberty to request to law course as may be warranted in such circumstances.
31. That if any dispute arises between the parties then the Ghaziabad Civil and Session Court stationed at Mathabhanga, India 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 afore mentioned.

WITNESSES:

- 1.
- 2.
- 3.

Seal (Regional Office)

First Party Signature

Second Party Signature