This agreement is made on this the \_\_\_ day of \_\_\_\_\_\_\_\_\_ 20 \_, between, **“ NATIONAL YOUTH COMPUTER LIETRACY MISSION”** having its Corporate Office at : **SADARGHAT PLAY GROUND,NEAR P.W.D QUARTER,SRIPALLI,PURBA BARDHAMAN.713103 (W.B.) ,**

**E-mail: nyclmindia@gmail.com & website: www.nyclmindia.in, herein** after called as the “**NYCLM”,** which expression shall, unless repugnant to the context of meaning thereof, include its successors in interests and assigns of the (**FIRST PARTY**) and represented by its Director or Academic Manager or his authorized representative….………………………………………

**AND**

M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_represented by

Mr./Mrs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**M/S**.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** having its office at

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (herein after called as **SECOND PARTY**).

Whereas the FIRST PARTY has engaged in Computer as well as Technical Training, Vocational Training including Govt. project Training, Consultancy in the name and style of **“NATIONAL YOUTH COMPUTER LIETRACY MISSION”,** to provide Education Service including computer education & technical education in West Bengal as well as in India, granting **FRANCHISEE** in the style of **ATC (Associated Training Center)** to the interested parties for using its brand name, study materials, marketing assistance, throughout the Nation. That the SECOND PARTY approached the FIRST PARTY for granting ATC of rights to conduct All Computer training classes in his existing institute in the name of the company of the First Party, “**NATIONAL YOUTH COMPUTER LIETRACY MISSION (NYCLM)”.**

The FIRST PARTY has agreed for the proposal of the SECOND PARTY for a period of one year **(**\_\_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_**)** on the terms and conditions below showed: -

* That the SECOND PARTY shall pay sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Non-refundable) as Processing Fee to **NATIONAL YOUTH COMPUTER LIETRACY MISSION (NYCLM) H.O.**, after that She/he has to pay only **Registration fee** on course fees as mentioned by the first party through NYCLM ATC Guide that collected by the second party from Students by cash/ Cheque as Registration fees.
* It is agreed between the parties, that the Second Party shall collect the registration fees and course fee as per the fees structure laid down by the First Party, is final and binding upon the Second Party.
* That the parties further agreed that the SECOND PARTY should maintain the institute as per the rules and regulations lay down by the FIRST PARTY and shall maintain changes in courses and infrastructure as per requirements of the FIRST PARTY.
* That the SECOND PARTY shall solely bear all the expenditure for running the Institute of the SECOND PARTY having his institute at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* The First Party shall bear the entire expenditure of the Student I- Card & Faculty Training CD (for MUP course) as per the requirements to run the institute of the second party. For the Primary Course the first party would provide Student Kit.
* That the SECOND PARTY shall be solely responsible for any loss due to postponement and incompletion for courses and the FIRST PARTY shall not be responsible for any losses including financial or economic loss.
* That the SECOND PARTY shall collect the fees from the student through the receipts books supplied by “NYCLM” and not otherwise.
* Mandatory maintenance of records & equipments-Following records are to be maintained by the Second Party & need to be updated on the daily basis. These should also be available for inspection at any point of time by the nyclm. 1) Time Table 2) Staff attendance register 3) Student attendance register for each class signed by the respective teacher for each class conducted at the franchisee. 4) Issues register indicating issue enrollment card, franchisee study material, examination hall tickets etc. 5) Record of practical conducted. 6) Computer & other lab equipments as per norms. 7) Receipt books.
* That the FIRST PARTY shall provide necessary training for marketing and technical personnel at the cost of the SECOND PARTY from time to time.
* 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.
* That the SECOND PARTY shall pay the registration fees(totally) amount and royalty commission on course fees ( which will be determined from time to time), collected every month as mentioned in condition (1) before 10th of the succeeding month,
* That the SECOND PARTY will be known as **NYCLM ATC (Associated Training Center)** for Education Services. A predominant board displaying **NYCLM ATC** has to be put up at center.
* That the second party has to start the institute and coaching within one month from the date of agreement.
* This agreement is valid for 5 year from the date of agreement and this agreement is subject to renewal in each years without renewal fees, if found functioning satisfactory, at the discretion of NYCLM
* If ATC does not generate and/or do not remit to NYCLM royalty commission & student registration fees intentionally as indicated above for consecutive Five months, NYCLM has right to terminate this ATC contact.
* The center should operate from the above-mentioned address and any change in location should be only after written approval of NYCLM.
* ATC should arrange for adequate infrastructure like 4pcs computer, Hardware, faculty staff, Software, Networking and office set up required for conducting quality Computers course as well as Education Service programs. More thrust should be given for practical / hand-on-experience.
* NYCLM shall be free to fix targets for the NYCLM – ATC from time to time. Present minimum annual target fixed @ **20 students** in each course or 50-100 students in two courses per year. NYCLM shall review center performance periodically based on their achievement of target.
* NYCLM has right to verify the accounts and bills/receipt issued.
* ATC for the purpose of operating the center and submitting proposals locally may use letterheads CLEARLY indicating as NYCLM- ATC center. Any misuse of NYCLM identity and name, amounts to violation of this agreement and ATC stands cancelled automatically.
* ATC shall not at any time indicate that the center is an office of NYCLM (NATIONAL YOUTH COMPUTER LIETRACY MISSION) and in all his representation, correspondences have to specifically incite, that is a NYCLM – ATC or NYCLM. Authorized center.
* That if the SECOND PARTY is found misusing the name of the FIRST PARTY, 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.
* That without the permission of the FIRST PARTY the Second Party shall not take any ATC from any company within the validity of the agreement.
* SECOND PARTY should issue ONLY NYCLM certificates; those are certified & issued by NYCLM SECOND PARTY cannot issue certificate to trainees either in the name of NYCLM or in the name of institute directly. NYCLM shall take criminal proceedings against misappropriation/tampering of certificate by the center, if found.
* Extra fees Charging of fees other than the prescribed by NYCLM is not allowed & call for serious action towards the franchisee without any prior notice.
* The Second Party shall not use the name “National youth computer literacy mission” for any illegal or unlawful purpose nor shall he part with the franchise / facility to any other person/s or third party in any manner whatsoever.
* The First Party shall not be responsible for any omission or commission to commit by the second party
* That if any dispute arises between the parties then the Alipore Court shall be Jurisdiction to decide the same.
* The area of operation for spreading computer literacy and other courses as given by the NYCLM
  + Should cater not more than 7 K.M. circle in rural areas, 8 K.M. circle in Urban & 4 K.m. Circle in City areas.

That the SECOND PARTY has no right to give any Sub- ATC.

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**

WITNESSES

DATE: