NON-EXCLUSIVE FRANCHISE AGREEMENT FOR FRANCHISE OF M/S.ENGINEERS CADD CENTRE (P) LIMITED _____ CITY

This agreement is made and entered on 26th August 2011, between **M/s.Engineers CADD Centre (P) Ltd,** (Herein after called as Licensor or Franchisor or ECC which expression shall include its successors and assigns), **on the one part** through its Managing Director **Mr. D. Anand Kumar Reddy,** F10,11,12 Eureka Court, Nagarjuna Nagar, Ameerpet, Hyderabad.

AND

M/s._____(Herein after called as licensee or Franchisee) through its Authorized signatory _____ on the other part.

Whereas the Licensor is Hyderabad based computer organization established in 1994, is a Pioneer in imparting training in the area of **CAD/CAE/PM** software. The Licensor has established a high reputation as to the quality of the services available at such education centre since1994 which the said high reputation and good-will has been and continues to be a unique benefit to the Licensor and where as the Licensee recognizes the Benefit to be derived from being identified with and licensed by the Licensor and being able to utilize the Names, Designs, Technology, Electronic Courseware which the Licensor is possession of and where as the licensor wishes to make its computer education commercially available to the public at large and where as the licensee desires to be licensed to use the Name, Designs, and Technical know-how in connection with setting up of a CAD Training Centre as here In after defined in this agreement.

Now therefore in consideration of the premises and mutual convenes and promises made hereinafter the parties here to agree as follows. .....

USAGE OF NAMES
The licensee is supposed to use "**ENGINEERS CADD CENTRE (P) LIMITED**" name for Business till such license is granted to the license.

MONTHLY REPORTS
The Previous month admissions with commercials should be reported before 10th of next month along with course completions with student feedback form and course certificate request form along with monthly royalty as applicable.

CERTIFICATES
The licensor upon receiving the course completion data/ feedback form and certificate request form, shall dispatch all the certificates within 10 working days by DTDC Courier. All such requests should reach the licensee before 10th of every month.

OTHER STATIONERY
The licensee shall print bill books/ cash receipt books, brochures and all materials such as counseling forms, ID Cards etc on his own cost and the format shall be as per the guidelines given by the licensor.

SUPPORT FROM THE FRANCHISOR

- Name and Brand that is most successful in Hyderabad & AP since 1994
- Courseware pdf files in CD media
- Student work books (Lab guides) Pdf files (day to day syllabus)
- Course Brochures, Marketing and advertisement Material samples
- Counselor Orientation / Training to the counselor.
- Faculty Training at Hyderabad as and when required.
- Marketing Procedures/ Guidance.
- AutoCAD Theory & AutoCAD Lab Exercises DVD.

QUESTIONS AND QUERIES
Any service or queries from the licensee are to be forwarded by email with Attn Franchise dept – franchises@eccindia.org, marking a cc to the MD- md@eccindia.org. Such queries shall be replied within 2 working days. The licensee should also send a hard copy of such query to the licensor by Courier / Registered post.

COURSES THAT FRANCHISOR CAN SUPPORT
The FRANCHISOR can extend support to the Franchisee on the below software training programs.

a) AutoCAD 2D & 3D
b) Micro Station *
c) ArchiCAD
d) Pro/Engineer
e) Catia
f) ANSYS, Hyper Mesh
g) STAADPro
h) Primavera
i) MsProject
j) 3Dsudio Max

INSPECTIONS
The Licensee should allow any of the licensor's representatives to inspect the centre at any time during the working hours of the office and the licensee is not supposed to hide any Information to any queries that our representative raises.

TECHNICAL KNOW-HOW FEE
Further a non-refundable one-time fee of Rs.2,00,000/- (Two Lakhs only) has to be made in the form of Cheque/Demand Draft in favor of the licensor as a part of Technical knowhow fee, while signing this agreement. Service Tax @ 10.3% extra will be extra. {Chq:_____)

MONTHLY ROYALTY
A slab "student fee share" of Rs.10000/- (ten thousands only) has to be paid to the licensor on monthly basis adding taxes as applicable. This monthly royalty is waived for a period of 1 year from the date of commencement of the centre.

DISHONOR OF ANY MONTHLY ROYALTY
In case the licensee delays the payment or dishonors the payments, any additional fee of Rs.500/- per day shall be paid to the licensor up to a maximum delay of 30 days. If the delay is over 30 days, the licensee shall automatically get terminated without any separate notice or intimation and the franchise shall be awarded to other interested parties.

PROCEDURES IN MAINTAINING QUALITY

1. The Counseling should be done by a professional after thoroughly understanding the qualification of the candidate, course suitability, usefulness for an immediate job or career, his financial background/ capacity and the course suggested by the counselor should be an optimum and best solution for the student.
2. All such counseling's should be entered in an excel sheet and should be retrieved for monthly analysis using filters. It is advised to use any Training Automation software for more professional analysis and generating business reports.
3. A monthly report on number of counseling's and admissions should be made and should be submitted to the licensor before 3rd of next month.
4. Installment facility may be offered to the students as per the policy recommended by the licensor.
5. Feedback should be taken on 15th day and at the end of the course.
6. The licensee should advise their students to post their resume in our website www.cadcamengineers.com. The back office/ admin staff of the franchisee should make some efforts to communicate with the local companies / employers about this website and availability of skilled cad engineer's resumes in this website.
7. The licensee is supposed to maintain daily attendance of the students and has to be filed properly.
8. The licensee is supposed to maintain a printed timetable that has to be updated every Saturday and Wednesday. A copy of the same has to be kept in the notice board.
9. The licensee is supposed to send the admission / fee collection details of all the students in excel sheet in a prescribed format and also send a hardcopy of the same through courier.
10. The licensee should have an Internet connection and all the communication is to be made via email preferably anyname@eccindia.org
11. The licensee is totally responsible for the satisfaction of the student and any queries from the students at licensees end will not be answered / entertained by the licensor.
12. The licensee is solely responsible for the software it imparts training. The licensee should procure the software from the respective software manufacturers or their dealers and the franchisor is not responsible for any software that the franchisee possess.

ADVERTISEMENTS
The Licensee should give the advertisements basing on his budgets at his own cost.

FRANCHISE MEETINGS
There will be 2 franchise meetings per annum, at Hyderabad. The licensee should attend these meetings called on by the licensor and such attendance is mandatory.

OTHER INTEREST FOR LICENSEE
The Licensee is not supposed to do any other business other the one discussed within this agreement without prior permission of the licensor. The Licensor shall be answerable or will have communication with only one Authorized Person named in the beginning of this agreement.

TERMINATION:
Licensor has every right to terminate the franchise at any point of time, with prior notice of 90 days, if the licensee do not stick to any of the above guidelines set forth, and the licensee is supposed to complete the courses of all the students before this period. After such termination, the licensee is not supposed to use any names nearer or similar to the above which will be of confusion to the public. In such case of termination, the licensee is not supposed to use any of the technology (workbooks / materials/ pdf files / Video files etc), which the licensee obtained from the licensor. The centre after termination; should permit our representative (for a period of 2 years) for checking whether the centre is still continuing to use the technology of the licensor. All such technological items are to be surrendered to the licensor.

BUSINESS JURISDICTION
The Centre is exclusive within a radius of 5 kilometers.

OTHER CENTRES IN YOUR CITY
If the licensor receives any applications from the same city, the licensor shall consult the licensee and shall take its views & opinion and shall understand about the credentials of the people involved in the proposed centre & the area in which they are planning to establish the centre. Anyway, the licensor reserves all the rights to award any franchise in any place falling outside 5km radious.

TERM OF THIS AGREEMENT
This agreement is valid till for 3 years, i.e. till _____

The said franchise will be located at _____

ARBITRATION AND JURISDICTION
All disputes and differences of whatsoever nature arising out of this agreement whether during its term or after expiry thereof are prior termination shall be referred to the sole arbitration to the licensor, whose decision will be final on every matter arising hereunder. The venue of arbitration shall be only Hyderabad City.

The licensor grants the license of ENGINEERS CADD CENTRE (P) LIMITED on Non-exclusive basis to M/s. _____ with effect from _____ subject to the terms set forth above.

In witness whereof the parties above named and have signed the above presents at Hyderabad in the presence of the following witnesses. This agreement is valid till _____.

_____
D. ANAND KUMAR REDDY,
Managing Director
(ENGINEERS CADD CENTRE P LIMITED)
LICENSOR/ FANCHISOR

_____
Licensee

WITNESSES
1.

2.

This is the whole agreement and understanding.

This is only a sample MOU, subject to changes from time to time.