

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT is made on this date between **Venkatesh Jayaveerapandian**, aged about 52 years, S/o. Late **Shri. A. Jayaveerapandian, Founder of International Montessori, Kindergarten and Nursery Teacher Training Centre, 66, Royapettah High Road, Mylapore, Chennai -600 004**, of the first part herein after referred to as **FRANCHISOR** and , W/o. , aged year, having residence at

hereinafter referred as **FRANCHISEE**.

FRANCHISOR - International, Kindergarten and Nursery Teacher Training Center is desirous of giving FRANCHISEE for

and she has accepted to work as a FRANCHISEE under the following terms and conditions.

Whereas the FRANCHISOR has agreed to appoint a FRANCHISEE to provide **International Montessori, KG and Nursery Teacher Training services for teachers/ students in the assigned part of**

the FRANCHISEE has agreed to take up the same.

FRANCHISEE FEE: An amount of **Rs.1,00,000/- (One Lakh only)** is payable to International Montessori, Kindergarten and Nursery Teacher Training Centre for as a non-refundable goodwill amount for conducting ONLINE and OFFLINE traditional In-Person classes using the proprietary, **International Montessori, Kindergarten and Nursery teacher training** methodology for the FRANCHISEE centre in LOCATION at

SHARING OF FEE: Fees for all the courses will be shared 40%-60% between the FRANCHISOR (40%) and the FRANCHISEE (60%) for courses: Diploma, Advanced Diploma, and PG Diploma.

1. RESPONSIBILITY OF THE FRANCHISEE:

Shall undertake to maintain the secrecy and confidentiality of the programs, mode of instructions and its methods, syllabus and program curriculum. These programming instructions and the syllabus shall always remain the exclusive Intellectual Property (IP) of **International Montessori, Kindergarten and Nursery Teachers Training Centre**.

Shall conduct no activity, which shall be in nature competitive to this program without prior permission and written consent of the authorized Representative of **International Montessori Kindergarten and Nursery Training Centre**.

Shall have the power to promulgate the services and products offered in this Agreement to any part of only.

Shall provide classrooms and appoint faculty for conducting the **ONLINE and OFFLINE** theoretical Sessions/ counselling sessions.

1. Shall arrange to carry out evaluation of assignments.

Shall maintain complete record of all prospectus sold and the students enrolled at FRANCHISEE'S centre, either in soft copy or in a register. FRANCHISEE may be requested to produce the register or soft copy as and when demanded by any authorized representative of **International Montessori Kindergarten and Nursery Teachers Training Centre**.

The payment and statement of accounts to be submitted on monthly basis before 10ⁱⁿ of every month, along with the payment by way of **CASH/ Demand draft/ RTGS/NEFT/GPAY**.

Shall be responsible to complete both theoretical and practical sessions of the courses for which admissions have been made under the supervision of **International Montessori Kindergarten and Nursery Teachers Training centre** authorities.

Shall charge fees as fixed by **International Montessori Kindergarten and Nursery Teachers training Centre**.

If the FRANCHISEE is not operating the centre for the period of One year from the date of the agreement, the agreement will be cancelled. But if they would like to renew the same, the goodwill amount should be paid again. In case if they want to discontinue, the FRANCHISEE should give written letter to the FRANCHISOR before one academic year.

In case of either discontinuing or terminating the FRANCHISE agreement, the FRANCHISEE should submit and handover all the following particulars to the FRANCHISOR.

1. Admission registers either Original/ Xerox copy/soft copy.
2. Application forms Original/ Xerox copy/ soft copy.
3. Receipt Books either Original/ Xerox copy.
4. Examination answer papers of all the students
5. Albums and other related materials
6. The balance royalty amount if there is any as per the agreement.
7. The books provided by us, certificates, mark sheets, relevant materials, albums and other related matters.
8. If the FRANCHISEE wants to discontinue or terminate the FRANCHISEE AGREEMENT, the FRANCHISEE should not run the same/similar type of teacher training centre of our integrated system (which is the brainchild of **Prof. A. Jayaveerapandian** and proprietary) by using our name or by modifying and changing the name or using our curriculum, syllabus, methodology, materials etc.

2. RESPONSIBILITIES OF FRANCHISOR - INTERNATIONAL MONTESSORI KINDERGARTEN AND NURSERY TEACHERS TRAINING CENTRE:

I. International Montessori, Kindergarten and Nursery Teachers Training Centre will supply necessary number of prospectus to the FRANCHISEE according to their requirements.

II. The FRANCHISOR shall supply the necessary course materials to the FRANCHISEE. **The Director Mr. Venkatesh Jayaveerapandian**, Member AMI/AMS will issue the certificates and Diplomas, after completion of the course,

III. The FRANCHISOR shall provide model question papers, answer books to the FRANCHISEE for the students enrolled for first batch. Subsequently the FRANCHISEE will prepare the same for the further batches.

IV. The FRANCHISOR shall send the course books may be required by the FRANCHISEE within 15 days from the receipt of request.

V. FRANCHISEE is responsible for the advertisement and other promotions online or offline in their local area.

3. AMENDMENT TO THE AGREEMENT

The obligations of the FRANCHISEE and FRANCHISOR have been outlined in this agreement. However, during the operation of the Agreement, circumstances may arise which call for alteration or modifications of this agreement. Any modifications/ alterations will be mutually discussed and agreed upon in writing.

4. PERIOD OF VALIDITY

This agreement shall be valid for five years from the date of signing the agreement and it can be extended further for every 5 years by paying a renewal fee of Rs.25,000/-

5. ARBITRATION

The parties to the agreement shall settle any dispute arising with regard to any respect of this agreement through mutual consultations and agreements. In case, settlement is not arrived at, the dispute(s) will come under the purview of Arbitration and Conciliation act, 1996 of India and the area of jurisdiction will be Chennai.

For (FRANCHISOR)

International Montessori
Kindergarten and Nursery Teachers
Training Centre

(Prof. VENKATESH JAYAVEERAPANDIAN)

Director

For (FRANCHISEE)

WITNESS 1:

WITNESS 2: