

Memorandum of Understanding

This agreement made and entered into at Ahmedabad on this _____ day of _____, 2010 between **Xplora Design Skool**, having its Office at 1st Floor, A.K. Patel House, Opp. Crossword Near Mithakhali Six Road, Navrangpura, Ahmedabad 380 009. (Hereinafter referred to as “**the Franchiser**”, which expression shall, unless repugnant to the context or meaning thereof, include its successor and assigns) of the **ONE PART** and (M/s. _____, a Partnership / Proprietorship / Trust / Public Ltd. firm having its principal place of business at _____, through its partners / Proprietor **(I)** _____ age ____ yrs. Residing at _____ **(II)** _____ age ____ yrs. residing at _____ & (hereinafter referred to as “**the Franchisee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his / her heirs, legal representatives, executors, administrators, successors and assigns) of the **OTHER PART**.

This MOU is signed today and on _____ date the final agreement dully stamped will be executed for which both the parties have agreed upon and there may not be any dispute on either side for the execution of the shared document. The MOU will be considered valid only till _____ date thereafter it will be ceased.

WHEREAS

- (A) The Franchiser is engaged, amongst other activities, in the business of providing training or education in Information Technology, through the use of computer based systems.
- (B) The Franchiser has acquired distinct and unique reputation as to the quality of training in information technology imparted by the franchisers at the centre owned by it (which center is hereinafter referred to as the “Franchiser’s centers”);
- (C) The Franchiser is in possession of the technical know-how and expertise and knowledge in information technology, and copyrights in work relating software.
- (D) The Franchiser has also developed the Training Resources material required in providing education or training in Information Technology and for conduct of the Computer Education Centre.

- (E) The Franchisee being desirous of establishing a centre for providing training in information technology in the courses conducted by the Franchiser, and in order to enable the Franchisee to train and educate persons intending to appear in the examinations of the Franchiser. The Franchisee has requested the Franchiser to grant a Franchise to the Franchisee in respect to his training centre and the Franchiser has accorded his willingness to grant Franchise to the Franchisee in the territory hereinafter mentioned to the training centre of the Franchisee (hereinafter referred to as the “Franchise’s Centre”) for providing education or training to the persons in the Franchiser’s training programme to enable persons to appear in the Franchiser’s examinations in information technology upon certain broad principles;
- (F) The Franchisee has also requested the Franchiser to grant license to the Franchisee for the use of the technical know-how, expertise, knowledge and copyrights above referred to, required in the training in information technology for conducting training courses in its training centre and the Franchiser has expressed its willingness to grant a license to the Franchisee at a fee hereinafter mentioned for use thereof in the territory hereinafter mentioned, for providing training at the training centre of the Franchisee to the persons in the Franchiser’s training programme.
- (G) The Franchisee has also requested the Franchiser to provide the Training Resources material above referred to, required in training and for conduct of the training centre of the Franchisee and the Franchiser has expressed its willingness to supply the same at a fee hereinafter mentioned.
- (H) It is agreed between the parties that though this agreement is entered into on _____ day of _____, **2010** the Franchise Centre at _____ **CITY**, _____ **STATE** and all the terms and conditions including the rights and liabilities contained in this agreement shall be deemed to have come in effect from the date of signing of the Franchise Agreement.
- (I) The parties now, being desirous of bringing their arrangements in writing, have entered into this agreement in the manner hereinafter appearing.
- (J) The use of trade names, Logos, technical know-how, training resources material, advertise such association or invite applications for admission to any course conducted by it, not to print any stationary including invoices, receipts, brochures, handbills, inserts which has any information related to association or course and / or any promotional material, all the above mentioned rights would be provided only after the execution of the final agreement. If not followed then shall be considered as breach of terms of this MOU and this MOU would be liable for termination by the franchiser upon such act by the franchisee.

- (K) In consideration of the Franchiser agreeing to grant license during the term to the Franchisee for the use of the technical Know-how , trade marks , trade names , service marks and logos of the Franchiser in relation to its business of computer education and the association of the Franchisee with the reputation and goodwill of the Franchiser, the Franchisee agrees to pay a non refundable lump sum amount of Rs. _____ + **Service Tax** (**Rupees** _____ + **Service Tax**) on or before the execution of these presents and the Franchisee also agrees to pay to the Franchiser the remaining amount in the following manner;
- (L) **For courses PGDM and below recurring royalty equivalent to 15%** of the gross amount of the course fees received by the Franchisee in the three years of the Franchisee's operation. This period of three years being the date of receipt of the first payment pertaining to the first course that the Franchisee will conduct till the end of the calendar period of 12 months provided that where installment facility is permitted by the Franchisee for the payment of the course fees to the student, the royalty shall be payable on the installment becoming due & the fees so collected shall be deposited in the designated Bank Account(s) immediately or not later than the succeeding day. Non-deposit of such amount in the designated Bank account shall be construed as a breach of this MOU. **For any program above PGDM , HDFA , higher end programs (IPGDA, PGDFA.VFX)** the Franchisee will pay royalty as per the royalty rate given below for the respective years which will be calculated on the gross amount of the course fees received by the Franchisee in the during the Franchisee's operation. **1st Year – 17.5% Royalty, 2nd Year – 20% Royalty, 3rd Year and onwards – 22.5% Royalty.** Any **government tie-up courses** the recurring royalty equivalent to **20%** of the gross amount of the Actual fees received
- (M) Any amount paid under this MOU or the Agreement for the franchisee fees is Non-Refundable.
- (N) If the final agreement is not executed before the MOU Cease date as mentioned in this MOU thereafter the MOU will automatically get ceased any fees paid against the franchisee fees paid will be forfeited , as franchisee fees is non-refundable.
- (O) All Taxes will be charged extra as per applicable during payment period.
- (P) The total period of this Agreement is 3 (Three) years after completion of 3 years franchisee needs to renew the project @ 25% of Current Franchisee fees.
- (Q) Any legal proceedings or disputes are subject to Ahmedabad Jurisdiction only.
- (R) Placement Assistance facility will be provided only to Students on successful completion of there program PGDM /CMM , PGDM-E / XDSPRO which means he/She passes or clears all required assignments, Projects and Exams during the entire program. Both the Programs have limited seats per centre annually as mentioned in the Proposal.
- (S) For Degree / Bachelor University program Franchisee Fees will charged extra other than the franchisee fee mentioned above and which will be on early based intake.(For every Year)

The location of the center is at:

IN WITNESS WHEREOF the parties hereto have set their respective hands to these presents and a duplicate hereof the day and year herein above written.

SIGNED AND DELIVERED BY:

For Xplora Design Skool in the presence of Witnesses

1.

2.

SIGNED AND DELIVERED BY:

Mr./ Ms. _____

(Name) (Proprietor/Partner for and on behalf of the Proprietorship/Partnership firm _____)

in the presence of Witnesses

1.

2.

SIGNED AND DELIVERED BY:

Mr./ Ms. _____

(Name) (Proprietor/Partner for and on behalf of the Proprietorship/Partnership firm _____)

in the presence of Witnesses

1.

2.