

NPC&VB SKILL DEVELOPMENT

An Autonomous Industrial And Vocational Training Institution Registered Under IIT Act 1882, Regd. By Department Of Labour, NCT Delhi Govt. of India

Powered By- Yugal Educational Hub (Regd. By Ministry Of Corporate Affairs Govt. of India)

Website:- www.npcvb.com

Email:- info@npcvb.com

PH:- [+91-7017650600](tel:+91-7017650600)

AGREEMENT OF AUTHORIZED STUDY AND TRAINING CENTRE AFFILIATION

MOU for Year 20..... - 20.....

Office Use Only

Centre Code.....

Date of Affiliation.....

Renewal Date.....

Auth. Signature.....



Branch Director

Self Attested Photo

This Agreement cum Memorandum of Understanding (in short MOU) is made on Day of 20..... At
.....between the **NPC&VB SKILL DEVELOPMENT**. Powered By **Yugal Educational Hub** duly represented by its authorized
Representative its Director / Chairman to execute this MOU on behalf of NPC&VB SKILL DEVELOPMENT here in after referred
to as the NPC&VB SKILL DEVELOPMENT, Which expression shall unless repugnant to the context or meaning there of include
its successors and assignees, of One Part as First Party.

NPC & VB

M/S.....

(Proprietorship Firm / Partnership Firm / Pvt. Ltd. / Public Ltd. / LLP / Trust / Society / NGO / NPO / School / Collage / Individual /
Institute / Other Specify), Which is Registered Under

Act..... And having the Registration No. PAN NO. Having its office at

..... Pin Code

Represented by Mr./Ms./Mrs. S/D/W of Mr.

Date of Birth Aadhar Card No. PAN NO.

For – MD / Chairman / CEO

Authorized Signatory of ASTC

Resident Add..... Pin Code

Nominee's Name Relation Address

His/her successor and assignees, here in after referred as individual Franchise which expression shall unless repugnant to the context and meaning there of shall mean and include its present and future partners of the Other Part as Second Party. I accept and agree to the above condition given in terms A To Z, clauses (1) to (38) above in term 'I' and to any other text or annexure forming part of this agreement. I also declare that I am the authorized signatory of the **ASTC (Authorized Study and Training Centre)** and my signatures, as given below are my true signatures.

We hope that you will try hard to fulfill the above criteria and make more students educate in the field of training and Technical Education.

All disputes and differences, what so ever arising out of these presents or any part thereof and whether as to the construction thereof or

Other wise shall be referred to the courts at Haridwar Uttarakhand, INDIA which shall be the courts having jurisdiction to Entertain and try the same.

Signed on this day Of Year.....

Palace

(Mr. M.U.)

Signature of Branch / Centre Director

Director / CEO / President

Name

Witness- 1 : Signature

Centre Name

Name:

Address

ID Number

Tehsil

District

City

Witness-2 : Signature

State

Name

Pin Code

ID Number

Telephone / Mobile No.

Terms & Condition applied to every Authorized Study And Training Centre National Paramedical Council And Vocational Board Skill Development

For MD / Chairman / CEO

Authorized Signatory of ASTC

NPC&VB SKILL DEVELOPMENT

His/her successor and assigns, hereinafter referred as individual Franchise which expression shall unless repugnant to the context and meaning thereof shall mean and include its present and future partners of the OTHER PART as Second Party:

WHEREAS NPC&VB SKILL DEVELOPMENT is being Incorporated to undertake and promote Industrial and Vocational Training and

Education in India By Ways of Various Course, The **Main Object Of NPC&VB SKILL DEVELOPMENT** are

1. To provide and promote computer education in india by way of various computer courses which are relevant to the current time Through qualified, experienced teachers and professionals enable the student, to become self-dependent, and which are job oriented.
2. To provide Vocational training like Computer, Medical and Health, Fire and Safety, Teacher's training, Skill Development, Yoga, Sports, Cutting – Tailoring, Beauty and Wellness, Painting, Stitching, Embroidery, Management, Agriculture, Solar – energy, House interior, Industrial, Technical / Non-Technical, Vocational, and Community Development programs etc. and establish, Manage, maintain, take over and run educational, vocational and technical institutions in india.
3. To grant scholarship or provide financial aid to poor / meritorious students in the field of education and undertake other allied Educational activity and organized promotional events related to the education. To provide free education to the needy people and award appropriate certificates or diplomas in respect of educational, vocational or technical training courses administered and carried out by the company education.
4. To communicate and engage with the government, universities, local and public authorities related with education, and non-government organization on any subject related with education. Provide assistance to any organization, individual or group of people in furtherance of the object of the society.
5. To organize meeting, seminars and conferences, publish pamphlets, statistics, periodicals, books and other publications and circulate them and organize other activities for the furtherance of any of the objects.
6. No objects shall be carried out without obtaining prior approval / No-objection certificate of the designated authority, wherever required.
7. None of the objects of the company carried out on commercial basis.
8. The objects of the company are extended to the whole of India. And establish, Manage, Maintain and Run Educational, Vocational and Technical institutions in India and to communicate and engage with the Government, local and public authorities related with education, and non-governmental organization on any subject related with education. Organize meeting, seminars and conferences, publish pamphlets, statistics, periodicals, books and other publications and circulate them and organize other activities for the furtherance of any of the objects. The motive behind incorporating this company is not to make profit but to serve the society.

For MD / Chairman / CEO

ASTC SEAL

Authorized Signatory of ASTC

Mr. / Ms. / Mrs. has applied for affiliation with **NPC&VB SKILL DEVELOPMENT** as proprietor of M/S This agreement is being made for running **ASTC (Authorized Study And Training Centre)** to provide COMPUTER EDUCATION , PARAMEDICAL AND HEALTH SCIENCE EDUCATION , FIRE AND SAFETY ENGINEERING EDUCATION , HUMAN RIGHTS AND JOURNALISM EDUCATION , TEACHER'S TRAINING EDUCATION , INDUSTRIAL TRAINING EDUCATION , SKILL DEVELOPMENT TRAINING EDUCATION , YOGA AND NATUROPATHY EDUCATION , VOCATIONAL EDUCATION , MANAGEMENT EDUCATION, AGRICULTURE EDUCATION, SPORTS

TRAINING EDUCATION , WELFARE PROGRAMS and EDUCATION & DEVELOPMENT PROJECT OR PROGRAMMES run by An Autonomous Body Yugal Educational Hub are organized by **NPC&VB SKILL DEVELOPMENT** atlocation.

AND WHEREAS the franchisee / **ASTC** has agreed to do spread the programs and courses with the **NPC&VB SKILL DEVELOPMENT** as per the term's and conditions hereinafter appearing.

NOW THEREFORE the parties, in consideration of the covenants undertaking and commitment set forth herein, hereby mutually agree on term's of this agreement as follows:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Introductory Term's:- All the terms are mandatory in nature:-

- A. Purpose:** The purpose of the **MOU** is only in initiative capacity for mutual understanding between both the parties to take/give the franchisee to start required infrastructure/hardware/marketing survey/payment schedule etc. by franchise before the inauguration of the centre. This **MOU** shall not be treated as final agreement for appointing franchisee. The failure of any term's by second party under the garb of this **MOU** is not entitled for any claim for taking franchisee because of signing of this **MOU**. The second party shall be entitled to run Franchisee and said to be Franchisee of **NPC&VB SKILL DEVELOPMENT** only after signing of Franchisee Agreement.
- B. Payments:** All payments should be made by demand draft in favor of **NPC&VB SKILL DEVELOPMENT** OR / Online through website / NEFT / RTGS / IMPS / Other Mode. The details of franchisee payment necessarily have to be mention here. (The Franchisee / Affiliation fee is non-refundable)
- C. Other ASTC Distance Criteria:** **NPC&VB SKILL DEVELOPMENT** will not provide other authorized study and training centre affiliation / franchisee in circle of 500 meter's circle area in landmark / area For same purpose if current **NPC&VB SKILL DEVELOPMENT** **ASTC** is working to fulfill **NPC&VB SKILL DEVELOPMENT'S** aim of Educational Development in Nation with follow **NPC&VB SKILL DEVELOPMENT'S** terms and conditions.
- D. INTELLECTUAL PROPERTY RIGHTS:** All the intellectual property rights, to and in the course name i.e. **ASTC**, software Frame work for the delivery of study materials, whether in printed or in electronic, digital or any other format and all business data generated during the period of validity of this agreement, are the exclusive intellectual property of **NPC&VB, ASTC** is authorized to use such names only during its authorization by **NPC&VB** for **NPC&VB** programs only. **NPC&VB** may take appropriate legal action on its unauthorized use.

For- MD / Chairman / CEO

Authorized Signatory of **ASTC**

1. INDEMNITY: Each party hereby indemnifies and agrees to keep indemnified the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs brought against or suffered by the other or any of its respective officers, directors, employees, or agents, resulting from, arising out of or relating to:-

- 1.1 A breach or non – performance of any of the representations, warranties, covenants and / or assurances contained herein.
- 1.2 Failure to perform any obligations contained herein.
- 1.3 A breach of any law, rule, regulation, notification, or other statutory or legal provisions or requirements.
- 1.4 Any Willful misconduct or negligent acts by it or any of its officers, directors, employees or agents.

2. CONFIDENTIALITY:

1.1 Both the parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course of performance hereunder, save that which is:

1.2 Inconsequential or obviousAlready in its possession other than as a result of a breach of this clause.

1.3 In the hands of the public other than as a result of a breach of this clause.

3. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the confidential information only to the extent that is legally required of it and no further.

VALIDITY:

1. This agreement embodies the entire, sole and exclusive agreement and understanding between the parties hereto with respect to the subject matter hereof and signing of this agreement shall result in cancellation and replacement of all past understandings, appointments, and agreements amongst the parties hereto whether in writing or otherwise with respect to the subject matter of this agreement.
2. This agreement shall be effective from the date of agreement and shall be valid for two year. The validity period shall be automatically stand extended subject to fulfillment of various norms defined by **NPC&VB SKILL DEVELOPMENT** for renewal of **ASTC** from time to time.
3. Any amendment or modification or waiver in connection with this agreement will not be effective unless made in writing and signed by both the parties.
4. If any provision of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

DEFINATION: Without limiting any other terms defined elsewhere herein as used in this agreement, the following terms shall, unless the context otherwise require, have the following respective meanings:

1. **MOU** Means memorandum of understanding.
2. **ASTC** Means Authorized Study and Training Centre which is established by the **ASTC** Director under the guidance of the **NPC&VB SKILL DEVELOPMENT**.
3. **Programs / Courses** Means programs as announced by **NPC&VB SKILL DEVELOPMENT** from time to time for fulfill the **NPC&VB SKILL DEVELOPMENT's** aim Educational Development in India.
4. **Paid Courses** Means programs as announced by **NPC&VB SKILL DEVELOPMENT** that **ASTC** have to pay Registration and Exam Fee of every course applied student and **NPC&VB SKILL DEVELOPMENT** share 100% Course Fee as per norms.
5. **Short Terms Courses** Means programs as announced by **NPC&VB SKILL DEVELOPMENT** for duration 1 to 3 Months.
6. **Certificate Courses** Means programs as announced by **NPC&VB SKILL DEVELOPMENT** for duration 3 to 3 months.
7. **Diploma Courses** Means programs as announced by **NPC&VB SKILL DEVELOPMENT** for duration 1 year or more.
8. **Registration And Exam Fee** Means the amount have to pay **ASTC** for enrollment of students.

For- MD / Chairman / CEO

Authorized Signatory of ASTC

1. **ASTC / Branch Director** Means the responsible person who applies to **NPC&VB SKILL DEVELOPMENT** for being registered as an **ASTC**.
2. **Student** Means the individual registered at the **ASTC** for apply any course / program offered by **NPC&VB**.
3. **Training Partner** Means sole proprietorship, Firm, Company or any other form of organization's duly authorized by **NPC&VB** or having formal relationship with **NPC&VB SKILL DEVELOPMENT** in any capacity to promote and propagate **NPC&VB SKILL DEVELOPMENT** announced programs.
4. **DCO** Means **District Coordinator Officer** appointed and authorized by **NPC&VB SKILL DEVELOPMENT** as per its norms applicable from time to time, for discharging certain responsibilities and carrying out certain activities on its behalf in specifically assigned geographical jurisdiction.

5. **SCO** Means **State Coordinator Officer** appointed and authorized by **NPC&VB SKILL DEVELOPMENT** as per its norms applicable from time to time, for discharging certain responsibilities and carrying out certain activities on its behalf in specifically assigned geographical jurisdiction.
6. **NCO** Means **National Coordinator Officer** appointed and authorized by **NPC&VB SKILL DEVELOPMENT** as per its norms applicable from time to time, for discharging certain responsibilities and carrying out certain activities on its behalf in specifically assigned geographical jurisdiction.

GENERAL TERMS: Now all the following clauses (excluding legal terms) shall be applicable only after signing of franchisee Agreement.

Clause 1. Obligations, Duties, Rights and Responsibilities of NPC&VB SKILL DEVELOPMENT:

1. Give to the **ASTC** a copy of the Principal Agreement executed between **NPC&VB** and the **ASTC** specifying their rights, duties and responsibilities for the promotion and implementation of **NPC&VB** programs offered by **NPC&VB**.
2. Undertake not to charge any amounts directly or indirectly by **NPC&VB** authority to the **ASTC** for registration and authorization or conduct of **NPC&VB** programs and any other program under this agreement.
3. Undertake the process of registration of **ASTC** and periodic renewal of its registration as specified by **NPC&VB** from time to time after visiting the **ASTC's** premises and physical inspection of facilities and personnel by the expert staff of the **NPC&VB SKILL DEVELOPMENT**.
4. Recommend granting / non-granting, renewal / non-renewal of authorization to the **ASTC's**.
5. Offer overall co-ordination and leadership for smooth conduct of **NPC&VB** offered programs under this agreement.
6. Seek feedback of the students, recommend improvements to the **ASTC**, warn it against any direct or indirect attempt of unfair trade practices and train it periodically to follow **NPC&VB's** norms and guidelines in overall interest of **NPC&VB's** network of training partners, **ASTC's** and its student for **NPC&VB- Head Office Authority** stamp of **ASTC** and sign of authorized signatory of **ASTC**. Carryout random as well as periodic inspection of activities and resources at the **ASTC** to verify the availability of infrastructural and computing facilities as per the specified quantity and configuration and skilled faculty members, system administrators, counselors, marketing staff and management.
7. Give wide publicity, carry out advertisement and promotion among the potential clientele for **NPC&VB** offered programs without misguiding the potential clientele either directly or indirectly in any manner whatsoever.
8. Supervise the quality of advertisements and promotions being made by the **ASTC** locally and ensure that all public communications by the **ASTC** are free of errors and free of any socially objectionable or illegal references.
9. Receive directly from **NPC&VB** his consideration per learner after deduction of applicable taxes, subject to due compliance and discharge of responsibilities entrusted by **NPC&VB SKILL DEVELOPMENT**.
10. Recommend to **NPC&VB** cancellation / discontinuation of authorization of the **ASTC** in case of the **ASTC's** unsatisfactory performance / indulging into malpractices, unfair trade practices / making misrepresentations and non-compliance of the guidelines, communications issued by **NPC&VB Skill Development** From time to time.
11. Undertake to ensure that the business targets as set up by the **NPC&VB Skill Development** are accomplished.

Provide all type of assistance in the inspections about their maintenance of expected standards as carried out by the

NPC&VB Skill Development Authority.

For- MD / Chairman / CEO

Authorized Signatory of ASTC

Clause: The Franchisee shall not

1. Shift its premises to any other place without informing the **NPC&VB SKILL DEVELOPMENT**.
2. Conceal any information from **NPC&VB** regarding the business at the outlet, which may affect goodwill of the **NPC&VB**.
3. Disclose any confidential information, policy and strategies of the **NPC&VB** to **NPC&VB** to any third party.
4. Do any act, which will affect the goodwill of the **NPC&VB** business.
5. The **ASTC** will not do any act which may prejudice or affect the business or goodwill of **NPC&VB**. It will not combine any of its own offering with **NPC&VB** Offered Programs of either on the display board, in any advertisement or in any manner whatsoever, such as pamphlets, handouts, take-away, hoardings, banners, posters, brochures, slides, films, presentations etc. either directly or indirectly. If any **ASTC** is found indulging into such malpractices, its authorization may be cancelled and it may be permanently debarred with respect to such suburbs, wards or towns.
6. **NPC&VB Skill Development** reserves the right, at any time, to change the fee structure as mentioned in the latest version of the **NPC&VB** course and fee description.
7. If **ASTC** enrolled paid courses students with course kit, **ASTC** have to pay kit charge.
8. **NPC&VB Skill Development** will be share 100% course fee of every student of any training and study program offered by **NPC&VB** with **ASTC**, **NPC&VB Skill Development** will not accept any part of course fee.
9. The franchisee shall pay the registration fee and examination fee of each student as per course and the same is separately and solely payable to the **NPC&VB Skill Development**.
10. To follow the syllabus, course material, fee structure, pattern of examination, certificate / mark sheets issue and other procedures as prescribed by **NPC&VB** from time to time.
11. The **ASTC** shall be responsible for activities in location. However **NPC&VB Skill Development- HEAD OFFICE AUTHORITY** retains its right to change, increase or decrease the geographical area of operation of the **ASTC** or to open new branches / centre in the area already allotted to **ASTC** in all such matters the decision of secretary / Director, **NPC&VB** would be final and binding.
12. The branch Director of the **ASTC** shall maintain receipt book, bill book, certificate issue register, fixed assets register, cash book, ledger book, attendance register of staff and students, salary register, expenses voucher and minute book. All such record would be open to inspection by secretary / chairman / Director **NPC&VB Skill Development** or any of his authorized representatives at any point of time.
13. It is mandatory that **ASTC** will work in that project / scheme. In case **ASTC** does not take interest in running the scheme, then **NPC&VB Head Office Authority** would be free to affiliate any other **ASTC** in same area. **ASTC** has to abide all the rules and regulation of the concerned govt. authority. In case of violation of any of the rules and regulations of the concerned govt. authority, **NPC&VB – HEAD OFFICE AUTHORITY** as well as concerned govt. authority would be free to cancel the affiliation of **ASTC**.

14. In case of govt. project or university program and any other such coordinated program, in which **NPC&VB** takes part, the losses caused by the change in policy by the government or by the university or by any such sponsoring organizations, will in no way be transferred to the **NPC&VB –HEAD OFFICE AUTHORITY** and the **NPC&VB – HEAD OFFICE AUTHORITY** will not be held responsible merely because it various forms of the university of **ASTC** non follow up of dates and schedules by the branch will be entirely the responsibility of **ASTC**.

15. This agreement is valid up to the date , it can be renewed with the mutual consent and after the payment of annual license fee of Rs. 1,100/- to make online payment through our website or make transaction through NEFT/RTGS.

16. **NPC&VB Skill Development- HEAD OFFICE AUTHORITY** will only responsible for registration fee / exam fee and its related services.

17. **NPC&VB Skill Development- HEAD OFFICE AUTHORITY** will not responsible for services related to tuition fees / any other fees collected by **ASTC** from students.

JURISDICTION:

All disputes and differences, whatsoever arising out of these presents or any part thereof and whether as to the Construction thereof or otherwise shall be referred to the courts at Haridwar Uttrakhand , India, which shall be the courts having jurisdiction to entertain and try the same.

NOTICES:

Any notices, request and other communication required or permitted hereunder shall be in writing and shall be given by courier / registered mail followed by a confirmation letter by courier, registered mail, at or to each of the parties at the addresses set forth below in this agreement or to address as intimated from time to time.

Legal Terms:- In the event of any dispute or controversy whatsoever between the parties arising out this **MOU** in Connections with the right and obligations hereunder, the parties shall first endeavor to co-operate to resolve the dispute or controversy by mutual consultation. If such dispute or controversy could not resolve then parties are free to adopt appropriate legal resource after giving 15 days' notice to the other party. All disputes are subject to Haridwar Jurisdiction only. In respect to affiliation of **ASTC**, the application form filled by me, includes all the adequate and absolute information. If information in the form is found incorrect or unreliable then application should be immediately cancelled and I would have no objection regarding it.

I accept and agree to the above condition given in term A to Z, and all clauses above in term 'I' and to any other text or Annexures forming part of this agreement. I also declare that I am the authorized signatory of the **ASTC** and my signatures, as given below are my true signatures.

We hope that you will try hard to fulfill the above criteria and make more students educate in the field of training and Technical education.

Signed on this day of Year.....

Palace

Director / CEO / President

Signature of Branch / Centre Director

NPC&VB SKILL DEVELOPMENT

Name.....

Witness- 1 : Signature

Centre Name

Name:

Address

ID Number

Tehsil

District

City

Witness-2 : Signature

State

Name

Pin Code

ID Number

Telephone / Mobile No.

*Terms & Condition applied to every Authorized Study And Training Centre National Paramedical Council And

Vocational Board Skill Development*

राष्ट्रीय पैरामेडिकल काउंसिल एंड
वोकेशनल बोर्ड कौशल विकास

For MD / Chairman / CEO

Authorized Signatory of ASTC