



# NPC&VB SKILL DEVELOPMENT



An Autonomous Industrial And Vocational Training Institution Registered By Department Of Labour, NCT Delhi Govt. of India

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

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## AGREEMENT OF AUTHORIZED STUDY AND TRAINING CENTRE AFFILIATION

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

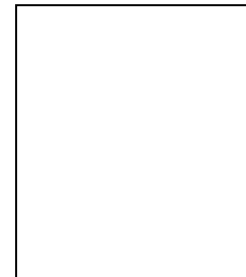
### Office Use Only

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 Mr. M.U. (DIN NO. 09035514) to execute this MOU on behalf of NPC&VB SKILL DEVELOP-  
MENT 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.

**AND**

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 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 otherwise 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**

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 state and central Government are organized by NPC&VB SKILL DEVELOPMENT at .....location.

**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 miter'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 framework 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

**E. 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.

**F. CONFIDENTIALITY:**

**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:

**1.1** Inconsequential or obvious

**1.2** Already 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.

**2** 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.

**G. 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.**