

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

This agreement is made and entered on \_\_\_\_\_, between **M/s. Engineers CADD Centre (P) LTD**, (Herein after called as Licensor 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) through its Authorized signatory **Mr.** \_\_\_\_\_ originally resident of \_\_\_\_\_ on the other part.

Where as the Licensor, is Hyderabad based computer organization established in 1994, is a Pioneer in imparting training in the area of **CAD/CAM/CAE** software. The Licensor has established a high reputation as to the quality of the services available at such education centre since 1994 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 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 herein after the parties here to agree as follows. ....

**USAGE OF NAMES**

The licensee is supposed to use “**ENGINEERS CADD CENTRE (P) LIMITED**” name for business purpose for 3 years or 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, and course material indent form along with 100% payment.

**DELIVERABLES TO BE PROCURED FROM THE LICENSOR (&)  
MATERIALS TO BE PRINTED SEPARATELY BY THE LICENSEE.**

1. 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/ Bluedart Courier. All such requests should reach the licensee before 10th of every month.
2. The Licensor shall display the pricelist of all its course materials and the same shall be indented by 10th of every month, basing on demand, and all such indents should be accompanied by 100% payment. The courier charges for the courseware shall be borne

- by the licensee and there shall be only one indent per month. All such materials shall be dispatched within 10 working days.
3. The licensee shall print his bill books/ cash receipt books on his own cost and the format shall be as per the guidelines given by the licensor.
  4. Course counseling forms & ID-Card sampling will be issued which should be separately screen printed with the licensee address at its own cost.
  5. Course Brochures shall be issued on cost basis, where the licensee can print its address at the back of the brochure or at space which doesn't spoil the design of the brochure.
  6. The licensor shall issue / offer its methods and techniques to the licensee. This will be as below...

- a) Day-wise syllabus schedules.
- b) Course material on cost basis.
- c) Staff Training once in 18 months at Hyderabad.
- d) Quarterly Guest lectures.
- e) Advt samples, mktg methods, schemes for promotion etc.

### **QUESTIONS AND QUERIES**

Any service or queries from the licensee are to be forwarded by email with Attn Franchise dept – [franchises@eccindia.org](mailto:franchises@eccindia.org), marking a cc to the MD- [md@eccindia.org](mailto: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 / SOFTWARE AUTHORIZED TO TRAIN**

The licensee is authorized to training Mechanical, Civil Engineers/ Diplomas and Also Architects (D.Arch/ B.Arch) in respective CAD software as stated below.

- a) AutoCAD 2D & 3D
- b) Micro Station \*
- c) ArchiCAD
- d) GIS - ArcInfo, Arcview, MapInfo \*
- e) Pro/Engineer
- f) Catia
- g) Unigraphics
- g) ANSYS
- h) MasterCAM \*
- i) STAADPro
- j) Primavera
- k) MsProject
- l) 3Dsudio.

\* Only Courseware / Syllabus available- No staff support is available at this moment.

The licensee may run a few courses only basing on the potential and staff strengths and skill sets. The above Courses are stated for A-Centres and 3-4 courses may be drooped for B-Centres and 5-6 Courses may be dropped for C&D Centres. This is to make the licensee focus on few courses and reach the targets set by themselves and as per the guidelines of the licensor.

### **INSPECTIONS**

The Licensee should allow any of the licensors 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.

**MONTHLY ROYALTY**

A slab “student fee share” of Rs. \_\_\_\_\_ has to be honored to the licensor by the licensee every month. This should be in the form of post dated cheques made in favor of “ENGINEERS CADD CENTRE (P) LIMITED” payable at Hyderabad. The cheques must be dated on 18th of every month and should be given to the licensor for 18 months. This will be in effect from \_\_\_\_\_ Month \_\_\_\_\_ Year.

This fee will carry a service tax of 12.24% extra or as per Central Govt. Service tax act which will apply from time to time. The above royalty is fixed and shall not change for 18 months. The same would be reviewed every 1 ½ years. In case, there is any increment on the amount, new PDC's are to be given and Old PDC's shall be then given back to the licensee.

**TECHNICAL KNOW-HOW FEE**

Further a non refundable deposit of Rs. \_\_\_\_\_ has to be made in the form of Demand draft in favor of the licensor as a part of Technical know how fee for 3 years, while signing this agreement. Service Tax @ 12.24% extra will be extra on this amount. (This will be more, if model-2 is opted as there shall not be any monthly royalty)

**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 upto a maximum delay of 30 days. If the delay is over 30 days, his license to use the technology and name of “ENGINEERS CADD CENTRE” will be terminated without any separate notice or intimation.

**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.
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 should 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, and the same shall be submitted once in a month to the licensor.
6. The Students brief resume should be sent logging in to our website [www.eccindia.org](http://www.eccindia.org) on 15th and 25th of every month. The same shall be hosted in website and also in our jobs portal (going to be launched soon) and all such data shall be forwarded to all the companies who contact us for candidates for placements. Further this data will be open free without any password to any employer across the globe and so your students will keep getting job hits for a period of 3 years after doing the course.
7. The licensee is supposed to maintain daily attendance of the students and has to be filed properly. The same record has to be submitted while issuing the certificates or to be shown to the licensor executives who inspect the premise.
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 standard courier.
10. The licensee should have an Internet connection and all the communication is to be made via email.
11. The licensee with C or D centre status is supposed to have a minimum of 15 Pentium IV 2400 Mhz, 100GB HDD, 512MB RAM computers, UPS system with 2 hours backup and a classroom with a capacity of 25 students.
12. The licensee with A or B centre status is supposed to have a 25-50 Pentium IV 2400 Mhz, 100GB HDD, 512MB RAM computers, UPS system with 2 hours backup and 2-3 classrooms with a capacity of 35 students.
13. 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.

### **ADVERTISEMENTS**

The Licensee should give the advertisements basing on his budgets.

### **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 than computer training in the same premise or elsewhere or indirectly connected / show interest in other business than the one discussed here.

### **TERMINATION:**

Licensor has every right to terminate the franchise with prior notice of 60 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 at extra effort. Licensor may also terminate the licensee franchise after completion of the said term, if the licensor doesn't wish to continue with the licensee for any reason, which shall not be disclosed to the licensee. 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. All such technological items are to be surrendered to the licensor and the licensee cannot run any business for a period of 2 years in similar premises as the customers will have an impression that the technology/ services belongs to the licensor. Anyway, the licensee can run business having any name with no single word matching with the licensor's name in any premise, 2 km away from the existing setup.

### **VALIDITY:**

This agreement is valid till for 3 years, i.e. till \_\_\_\_\_. The said franchise will be located at \_\_\_\_\_ address at \_\_\_\_\_ town only.

### **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**

\_\_\_\_\_  
**LICENSEE**

**WITNESSES**

- 1.
- 2.

This is the whole agreement and understanding.

**CONFIDENTIAL**

**This is only a Sample MOU and Not a legal offering. The terms or any terms set forth in this MOU may change from time to time.**