

अरुणाचल प्रदेश ARUNACHAL PRADESH

271627

Institutional partner Agreement (ALS Satellite Education Private Limited)

Location : Ziro

Centre Address : Saint Claret College, Post box 22, Salaya Ziro - 791120

Parties : ALS Satellite Education Private Limited & Saint Claret College

INSTITUTIONAL PARTNER AGREEMENT

This INSTITUTIONAL PARTNER AGREEMENT ('Agreement') is made and entered into this 4th September, 2018 at New Delhi.

BETWEEN

ALS Satellite Education Private Limited, a company incorporated under the Companies Act, 1956, having its registered office 1st & 2nd Floor, Aggarwal Auto Mall, A-Block, Plot 2, Shalimar Place district, New Delhi – 110088 (hereinafter referred to as the "**Franchisor**", which expression shall include its successors and assigns) **OF THE ONE PART.**

AND

Saint Claret College (hereinafter referred to as the "**Institutional Partner**", which expression shall their heirs, administrators, executors and permitted assigns) **OF THE OTHER PART.**

(Hereinafter, "**Franchisor**" and "**Institutional Partner**" shall collectively be referred to as the "**Parties**" and individually as the "**Party**".)

- A. The Franchisor ALS Satellite Education Pvt Ltd in the business of providing coaching for IAS through face to face and through tele -education Program operated under the name and mark 'ALS'.
- B. The Institutional Partner has, after assuring and confirming with the System of the Franchisor, approached the Franchisor for obtaining a Institutional partner for the purpose of conducting the Institutional partner business through its education Centre. The Institutional Partner confirms and acknowledge that the taking of Institutional partner for IAS preparatory classes from the Franchisor is out of its own accord understanding the risk in business preposition.
- C. In terms of understanding between the parties, the parties herein are executing this Agreement subject to the terms and conditions agreed herein below.

IT IS THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following words shall have the meaning ascribed hereto in this Agreement:
'**Agreement**' means this Agreement executed between Parties including all the annexures, schedules, exhibits and addendums thereof and any amendments made therein from time to time.

'**(INSTITUTIONAL PARTNER CENTRE)**' means the Centre which is to be set up and operated at **Saint Claret College, Post box 22, Salaya Ziro – 791120** The MAP of the Institutional partner Centre duly certified by the Architect is attached to this agreement.

'**Competing Business**' means a business engaged in providing preparatory classes for IAS course.

'Confidential Information' means and includes the Advisory, Circulars, Notices, Marks, Instructions including other documents, data, materials, content, files, techniques, processes, plans, competitive information and databases, designs, reports, lists, business methods, commercial, financial, technical, trade secrets, know-how, , student's data, training process details, secrets of business involved, including without computer readable media, limitation data, drawings, films, documents etc relating to the System, imparted or made available by the Franchisor to the Institutional Partner, which is (i) designated as confidential, (ii) known by the Franchisor to be considered confidential, or (iii) by its nature inherently or reasonably be considered confidential.

'Course' IAS preparatory classes offered by ALS.

'Intellectual Property Rights' includes intellectual property rights associated with the Marks owned by the Franchisor including patents, trademarks, trade names, copyrights, processes and designs in Course contents and materials prepared by the Franchisor (whether registered or not).

'Tele-education Program' means the Courses offered by the Franchisor through Telecommunication facilities wherein the courses will be conducted by the faculty members of ALS in Central Studios and shall be delivered to students in the INSTITUTIONAL PARTNER CENTRE(s).

'Assigned Area' means the area within municipal limits of the Institutional partner Centre.

2. RIGHT TO RUN INSTITUTIONAL PARTNER

- (a) Franchisor hereby grants to the Institutional Partner, an exclusive, non-assignable and non-transferable Institutional partner and the Institutional Partner accepts and undertakes, pursuant to the terms and conditions of this Agreement, to operate the Institutional partner Business through the INSTITUTIONAL PARTNER CENTRE, to offer preparatory classes for IAS COURSE and to use the System, brand and trade names of the Franchisor, the Intellectual Property. Institutional Partner acknowledges and agrees that this Agreement affords no right, title or interest in or to additional Institutional partner s or any right to acquire additional Institutional partner s or Assigned Area, nor does it obligate Franchisor in any way to grant any additional Institutional partner s or Assigned Area to Institutional Partner;
- (b) The Institutional Partner specifically agrees that it has been appointed as a Institutional Partner on a exclusive basis for the Assigned Area as mentioned in this Agreement. The Institutional Partner confirms that the Franchisor shall be free to either open its own Institutional partner Centre or appoint more INSTITUTIONAL PARTNER CENTRE(s) either outside the Assigned Area.
- (c) The Institutional Partner is authorised to operate and generate business in Assigned Area at its own cost and expense; the Institutional Partner is further authorized to use the IPR and offer the following Course:

ALS (preparatory coaching classes for IAS course)

The Franchisor grants to the Institutional Partner, the rights within the Assigned Area to:

- (a) Establish and operate the Institutional partner Business at the Institutional partner Centre; and
- (b) Use the marks of the Franchisor for a limited purpose as mentioned in this Agreement.

3. TERM

This Agreement is valid for a period of three year commencing from 4th Sept 2018 and shall expire on 4th Sept 2021 (hereinafter referred to as the "Term") unless terminated earlier in accordance with this Agreement.

4. Institutional Partner Share in Revenue

- (a) The Franchisor shall pay to the Institutional Partner, a service fee of 20% on Annual revenue. This fee is excluding of service tax and subject to GST. (Institutional Partner Share).
- (b) The Franchisor shall collect the program fees from students via its Website (payment gateway), Cheque, Demand draft or cash. The institutional partner in all the cases has to direct the student to use the various mentioned payment methods to remit program fees to ALS Satellite Education Pvt Ltd. Under no circumstance the Institutional partner is allowed to take program fees from student in the Institutional partner name. The Franchisor shall remit the Institutional partner their revenue share of the collections on a fortnightly basis.
- (c) The Institutional partner is responsible for collection of any unpaid fees in from the student under any instalment program launched by the Franchisor.
- (d) The Franchisor shall reimburse the Institutional Partner the pre-approved expenses of photocopying, print outs, marketing expenses, courier charges on actuals after the deposition of supporting bills and other documents by Institutional Partner;

5. VSAT Maintenance Charges

There shall be an Annual Maintenance Charge of Rs.10,000/- (rupees ten thousand only) to be paid by Institutional Partner to franchisor towards field support and maintenance of VSAT during the validity of this agreement or any renewed term thereto.

6. PREREQUISIT BY INSTITUTIONAL PARTNER

Institutional Partner agrees that throughout the Term of this Agreement the Institutional Partner shall provide to the Franchisor, 'Services' which includes services required to fulfill the obligations of the Institutional Partner under this Agreement; providing IAS preparatory classes to the Students, to maintain the Institutional partner Centre, including provision of infrastructure services, personnel deployment and management and administrative services, students services and any other services which may be conveyed to Institutional Partner during the term of agreement ('Services');

7. SETTING UP OF THE INSTITUTIONAL PARTNER CENTRE

- (a) The Institutional Partner confirms to the Franchisor that the Institutional Partner has procured a premises for the establishment and operation of Institutional partner Centre for a minimum period of three year with additional rights to extend the lease for a further period and agree that it shall not utilise the Institutional partner Centre except for the classes of ALS.

- (b) The Institutional partner Centre shall be prepared by the Institutional Partner as per standard design provided by the Franchisor in due compliance of law in force relating to running of the said Institutional Partner centre including all health, occupational and other safety norms, as may be prescribed from time to time by the statutes, government authorities and bodies, while carrying out the operation of the INSTITUTIONAL PARTNER CENTRE and to have valid insurance during the validity of this agreement or any renewal thereto, against all risks and third party insurance against all possible liabilities including the misshaping with employees and students;
- (c) The Institutional Partner accepts that there will be no relocation of the Institutional partner Centre by the Institutional Partner without written permission by franchisor.
- (d) The Institutional Partner accepts and confirms that the Franchisor shall have the right to change the faculty, modify the course/content/schedule including the right to upgrade, modify or alter the Course, course content and curriculum, revise the Program Fee, use of new and additional technology and equipments.
- (e) The Institutional Partner shall not permit unauthorised students attend the Course;
- (f) The Institutional Partner confirms and agrees that VSAT set up cost will be borne by the institutional partner and will be property of the institutional partner shall ensure to update the equipment including the hardware and software (legal software only) and infrastructure from time to time and shall keep ALS indemnified from all claims relating to use of pirated software; The Institutional Partner shall ensure adequate power backup to ensure that the classrooms remain operational;
- (g) It is agreed by the franchisor that in furtherance of the functioning of Institutional Partner centre all cost of study material including books, notes, photocopy expense of assessments/test series shall be borne by ALS.
- (h) Institutional Partner acknowledges and accepts that the Franchisor's representatives shall have the right to enter the Institutional partner Centre during business hours to examine the Institutional partner Centre and to notify any deficiency, unsatisfactory condition or non-compliance, which shall promptly be cured by Institutional Partner.
- (i) That the Institutional Partner agree and confirm that the classes/coaching as provided by ALS are student centric and not faculty centric, the franchisor has full right to change the faculty for any subject, even during the continuance of the batch for which the student has enrolled with ALS. The Institutional Partner by signing this instant Agreement unconditionally agree and confirm that the terms of this Agreement shall supersede all/any oral assurance/s as given to Institutional Partner and any oral/written assurance/s, by any one be that it be the representative of ALS or Institutional Partner, which is in contradiction with the terms of this Agreement, shall be null and void.

- (j) That the Institutional Partner agree and confirm that in the event of leakage of Faculty Videos from the center the Institutional Partner will be liable to penalty as imposed by franchisor and to indemnify the faculty and franchisor for actual loss.

8. THE INSTITUTIONAL PARTNER CENTRE:- FUNCTIONING

During the subsistence of Institutional Partner arrangement, Institutional Partner assure and confirms:

- (a) To maintain Minimum one classroom with VSAT setup in good condition including development of the Institutional partner Centre in consideration of the facilities to students and the directions by ALS;
- (b) To permit the Franchisor's duly authorised personnel to inspect the premises, infrastructure, financial records, software and hardware;
- (c) To provide correct and up to date details qua the number of students attending the Courses as well as students enrolled for the Course at the INSTITUTIONAL PARTNER CENTRE.

9. ADVERTISEMENT

- (a) It is agreed by the Institutional Partner that all local marketing (hoarding, pole kiosk, newspaper ad, sunpack, canopy, posters, leaflets, flex banner, standee, cable ad, radio ad, tv ad etc) shall be done by the Institutional partner and the cost for the same shall be fully borne by the Institutional partner.
- (b) It is agreed by franchisor that all National level marketing (google ads, youtube, twitter, facebook, Book Ads, Website ads, Blogging Ads etc) shall be done by ALS and the leads generated from these activities shall be shared with the Institutional partner. The Franchisor shall also advertise itself in national magazines such as competition wizard etc.
- (c) Artwork for all marketing purpose shall be provided by ALS;
- (d) Leaflet, Posters, DVD, Prospectus, Brochure shall be provided by ALS;
- (e) Incenter branding has to be done by the centre and the guidelines issued by ALS has to be followed by the Institutional partners for in centre branding;

10. PROGRAM FEES AND COLLECTION

- (a) The Institutional Partner shall ensure that the program fees is collected from student using website (payment gateway) or by using cheque, DD in favour of ALS Satellite Education Pvt Ltd or depositing cash in ALS Satellite Education Pvt Ltd bank account. The Institutional partner share shall be remitted fortnightly and both the parties shall bear their portion of the service tax.
- (b) The Institutional Partner ensure to comply all directions relating to concessions, schemes, student-rewards and discounts mandated by the Franchisor, including transit/transfer/referral schemes as notified from time to time;

11. ACCOUNTS

- (a) Institutional Partner shall maintain, during the Term of this Agreement, and for at least three (3) years from the date of their preparation complete books and accounts relating to Institutional Partner

business including records relating to all receipts, payments and shall furnish any information as may be required by the Franchisor to examine, audit and take copies of the books and accounts;

12. DUTIES OF THE FRANCHISOR

- (a) The Franchisor shall have the right to revise the Program Fees and shall notify the Institutional Partner accordingly;
- (b) For any payment mode used by the student apart from payment gateway the Institutional partner shall issue receipt to the students confirming their enrolment
- (c) The Franchisor shall have the right to withhold Institutional Partner's access to ALS transmission, video archives and the learning management interface in case of any breach by Institutional Partner to the terms of this agreement including the non-deposition of fee as collected from students;

13. CONFIDENTIAL INFORMATION

Institutional Partner agrees that it shall treat and hold the Confidential Information of the Franchisor with all reasonable care and protection as it would provide to its own Confidential Information and shall not disclose or provide access to anybody except as authorized in writing by the Franchisor;

14. INDEMNIFICATION

The Institutional Partner shall fully indemnify and keep indemnified the Franchisor, its employees and directors against all losses, liabilities, claims, taxes, demands, damages, causes of action, governmental inquiries and investigations, costs and expenses, including reasonable attorneys' and accountants' fees, consequently, directly and indirectly incurred, arising from, as a result of, or in connection with actions, errors, omissions, breaches or defaults of Institutional Partner and/or its employees, representatives and agents under this Agreement including any acts or omissions alleged or proven to be a result of Institutional Partner's negligence or wilful misconduct which may be brought against the Franchisor or which it may sustain or incur at the instance of any third party/ person(s), or any person(s) claiming his / their rights on account of non – fulfilment of the Institutional Partner's obligations in terms of this Agreement. The Franchisor shall be entitled to adjust / recover such claims from any amount payable to the Institutional Partner under this Agreement;

15. INTELLECTUAL PROPERTY RIGHTS

- (a) The Institutional Partner acknowledges and confirm that that any unauthorized use of the Marks of franchisor, by the Institutional Partner shall constitute a breach of this Agreement and shall also constitute an infringement of Franchisor's rights in and to the Marks, each attracting liability for the Institutional Partner;

- (b) The Institutional Partner undertakes that at no time, the Institutional Partner shall make or be entitled to make any claim to the trade name or Marks and alike or any part of the name or names under which the Franchisor is carrying on the business;
- (c) The Institutional Partner declare and confirm that after termination of this agreement the Institutional Partner shall not use the Marks, trade name, logo, symbol or any other description owned by franchisor.

16. REPRESENTATION AND WARRANTIES OF THE INSTITUTIONAL PARTNER

The Institutional Partner hereby warrants and represents as under:

- (a) The Institutional Partner represents and warrants that there are no zoning, building, environmental or other laws or any other dispute(s) and or restrictions of whatever nature in regard to the use or occupancy of the Leased Premises, which is likely to preclude or impair the use and occupancy of the Institutional partner Centre for the purpose of running the Institutional partner d Business. The Institutional Partner has obtained all adequate Approvals for the running of the Institutional partner Centre from the Government, local, statutory and tax-authorities. The Institutional Partner further represents and warrants that it has obtained all clearances, Institutional partner s, permits and other approvals required by the Government Authorities and under all Applicable Laws for the operation of INSTITUTIONAL PARTNER CENTRE;
- (b) The Institutional partner undertakes to retain the said Institutional partner centre and the premise thereof until the subsistence of this Agreement or change the location after approval from the Franchisor.
- (c) The Institutional Partner represents and warrants that it has procured all the necessary approval, authorization, certificate, exemption, filing, registration and/or other requirements, which are required under law for setting up and operating INSTITUTIONAL PARTNER CENTRE;
- (d) The Institutional Partner will ensure that all required equipments, systems, software, hardware, computers and all mandatory (prescribed) equipment including spare parts and other facilities are available at all times at the Institutional partner Centre and shall replace defective or worn-out equipment by purchasing new equipment;
- (e) The Institutional Partner will interview to or interact with the media / press or submit any material to the media / press with respect to Institutional partner Business without the prior written approval of the Franchisor;
- (f) The Institutional partner shall not use the Institutional partner centre for any other purpose other than the IAS preparatory classes by ALS except for any other programs/products launched by ALS in the future
- (g) The Institutional Partner shall pay all taxes that may be required in furtherance of the running of Institutional Partner center at the designated area;

- (h) The Signatory of the Institutional Partner has been duly authorised to execute and implement the terms and conditions of this Agreement and there is no other arrangement in contradiction of the terms of this agreement;
- (i) The statements, representations and warranties made herein are true, correct and accurate and shall survive termination of this Institutional Partner Agreement.

17. NON – COMPETITION

The Institutional Partner acknowledges and agrees that the Institutional Partner or its partners / directors or associates or family members and relatives or family members and relatives of its partners/ directors/employees shall not be entitled directly / indirectly to establish or set up, maintain, support in whatsoever manner, engage or participate in or provide services to a Competing Businesses during the subsistence of this Agreement;

18. NON SOLICITATION

The Institutional Partner shall not directly or indirectly solicit or assist any individual or entity in the solicitation of students/ prospective students intending to divert the business of the Franchisor or utilise the trade secrets or any Confidential Information exchanged between the Parties herein during the term of this Agreement to inure to the benefit of the Institutional Partner or any third Party.

19. CONSEQUENCES OF BREACH BY INSTITUTIONAL PARTNER

- (a) In the event of breach of terms of this agreement by the Institutional Partner or failure on the part of the Institutional Partner to complete its obligations the Franchisor shall inform the Institutional Partner by way of a written notice about the failure of the Institutional Partner and the Institutional Partner shall within 15 days from the receipt of the notice rectify the default; failing which the Franchisor shall be entitled to seek injunctive relief including claiming of damages as incurred by franchisor including loss of business and shall be entitled to immediately terminate the Agreement by serving a written notice upon the Institutional Partner;
- (b) If this Agreement is terminated pursuant to the provisions of wilful default by Institutional Partner, the Institutional Partner agrees to promptly pay the Franchisor the liquidated damages as the amount paid as the Institutional Partner fee.

20. TERMINATION

The parties to this agreement shall have the rights to terminate this agreement at any point of time after serving the notice of three months to other party, without occurring any liability arising out of termination.

In case of termination it is the responsibility of the Institutional Partner to ensure that the coaching of ongoing batch is not hampered by any means. The coaching of ongoing batch needs to be completed by Institutional Partner even if it needs more than three months period.

The termination by efflux of time or earlier determination of the Agreement shall not affect the rights and liabilities of the Parties as may have accrued as prior to or on the termination date.

21. CONSEQUENCES OF TERMINATION

The following consequences shall apply on termination of this Agreement: -

- (a) The Institutional Partner or its constituent Partners shall not have the right to obtain the return or the restitution of any part of the consideration remitted in accordance hereunder;
- (b) The Institutional Partner shall not use or claim any right, title or interest of whatever description in the Intellectual Property Rights or Confidential Information; The Institutional Partner shall not adopt, register or use any mark deceptively similar to the 'Marks'; The Institutional Partner shall not, after the termination of this Agreement, commence any Courses or take new admissions thereto;

22. LIMITATION OF LIABILITY OF FRANCHISOR

The Franchisor shall not be liable to the other for indirect, special, incidental, or consequential damages, even if the other party has knowledge of the possibility of the potential loss or damage. The aggregate liability of Franchisor under this Agreement, for Institutional Partner's damages, claims, costs, settlement amounts, and/or awards will not exceed the non-refundable Institutional partner Fee under this Agreement.

23. ASSIGNMENT OF RIGHTS AND LIABILITIES

The Institutional Partner understands and acknowledges that the duties under this agreement are non-assignable in nature.

24. COMPLETE AGREEMENT

This agreement, including its attachments, set forth the entire agreement between the parties and any prior agreement or understanding of the parties hereto in respect of subject matter contained herein is hereby terminated and cancelled.

25. JURISDICTION AND DISPUTE RESOLUTION

In respect of any disputes, in case no mutual settlement, the parties agree to submit the dispute to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, ("the Act"). The cost towards the Arbitration proceedings will be borne equally by both the Parties. The decision and award shall be in writing and shall be final and binding and conclusive between the Parties. The venue of arbitration shall be New Delhi and the language of arbitration shall be English. The court at Delhi only shall have exclusive jurisdiction over the disputes.

26. LEGAL NOTICE AND OTHER NOTICES

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by facsimile transmission or sent by certified or registered post or courier or e-mail as follows:

(i) If to Franchisor

ALS Satellite Education Private Limited

1st and 2nd Floor, Aggarwal Auto Mall, Plot 2, Shalimar Place District Centre, Delhi - 110088

(ii) If to Institutional Partner

Saint Claret College

Saint Claret College, Post box 22, Salaya Ziro – 791120

WAIVER OF RIGHTS UNDER INSTITUTIONAL PARTNER AGREEMENT

Failure of either Party at any time to require performance of any provision of this Agreement shall not affect the right to require full performance thereof subsequently, and the waiver by either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach thereof or as nullifying the effectiveness of such provision.

(iii) **FORCE MAJEURE EVENT TO INSTITUTIONAL PARTNER AGREEMENT**

Neither Parties shall be liable for any loss or damage caused due to events which are beyond the reasonable control of Parties such as acts of god which includes natural calamities, fire, floods and droughts; wars, riots, insurrection, acts of the public enemy, terrorism ("Force Majeure Event"); provided, however, that in the event a Force Majeure Event persists for Sixty (60) days or more, either Party shall have the right, but not the obligation, to terminate this Agreement.

(iv) **RELATION BETWEEN PARTIES TO THIS AGREEMENT**

The relation between the Parties shall be on a principal to principal basis and nothing in this Agreement is to be construed to make a Party- a partner, an agent or legal representative of the other for any purpose.

(v) **SEVERABILITY**

In the event that any provision of this Agreement, or any portion thereof, shall be held invalid, illegal or unenforceable under applicable law, such defect shall not vitiate the other provisions of the Agreement and the remainder of the Agreement shall continue to be legal, valid, effectual and binding on the Parties hereto;

(vi) **AMENDMENT/ALTERATION IN INSTITUTIONAL PARTNER AGREEMENT**

This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, all the Parties.


(vii) **DECLARATION BY INSTITUTIONAL PARTNER:**

The Institutional Partner acknowledges that it has conducted an independent investigation of the Institutional partner Business, and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Institutional Partner as an independent business person. The Franchisor expressly disclaims the making of, and the Institutional Partner acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto on the day and date first mentioned.

FRANCHISOR: ALS Satellite Education Pvt. Ltd.


INSTITUTIONAL PARTNER: Saint Claret College





Authorised Signatory
Name: Mr Prateek Bhattacharya
Witnesses:

1.





Authorised Signatory
Name: Dr (Fr) Allwyn Mendoz, CMF

2.