100 RS JUDICIAL AGREEMENT COPY

**CONTRACTUAL AGREEMENT**

THIS AGREEMENT is prepared and entered on this is from **1st day of November 2023 to 1st day of November 2024**

JAWAHARLAL COUNCIL FOR VOCATIONAL AND SKILL DEVELOPMENT MISSION (JCVSD)

It’s Central Administrative Office: JAWAHARLAL COUNCIL FOR VOCATIONAL AND SKILL DEVELOPMENT MISSION (JCVSD) A National Level Autonomous Non-Governmental Professional Institution Registered by Government of India, Established under Society Act 1882 Registered Under Government of India, ISO Certified Organization (Industrial Skill Based Institution).as the first party represented by its Chairman.

And **Mr. xxxxx, M/S xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx** being the second party, hereby enter into a contractual agreement whereby both the parties are to abide by the charter and bylaws given hereinafter to run an associate deed.

WHERE AS the second-party has been conducting various job-oriented courses which have to be approved and permitted by first party, which has been granting Authorised Training Centre (ATC) to various other institutions as ATC of the first party.

AND WHEREAS the first party has been fixing the standards in the mode of teaching by its ATC and accrediting the same skill nurturing the students and granting certificates to the students who successfully complete the various courses from ATC.

AND WHEREAS the first party clarifies that, it is only a certification body which conducts examination for the students who have been successfully trained under the ATC. We are an autonomous educational trust/organisation and have no any concern with any similar organisation or governmental bodies. The first party is not responsible for the tuition fees collected by the second party and also having no share from the tuition fees. It is specially mentioned that after course completion the right to conduct the examination is vested only on the first party and the second party must arrange all the facilities to conduct the examination confidentially. Those students who have completed the course in regular basis are only eligible for appearing the exam conducted by the first party.

AND WHEREAS second party has applied to the first party to render them the above assistance which is agreed by the first party subject to the observances of following terms and conditions.

This agreement shall be effective from the day of **1st day of November 2023 to 1st day of November 2024**

(I.E 1 Year)

1. be sharp on ATC renewal procedure to avoid unnecessary termination of ATC. Please renew your agreement within 30 days after expiry; otherwise you have to pay fine to continue as ATC.
2. On the expiry of this agreement the parties shall be in liberty to enter into a fresh agreement. It can be renewed yearly on the basis of second party's performance and interaction with the first party.
3. After receiving the original agreement (Stamp paper deed) with the first party, the ATC head has to sign the document and must send back to the first party head office within 7 days of time. The ATC procedures with the concerned second party will ‘be done only after receiving the signed original document.
4. Second party's are required to have a minimum admission in an academic year otherwise the ATC will be terminated. If the second party wants to discontinue the business within the stipulated period i.e. 1 year then surrender the ATC to the first party only, not to any other institution.
5. First party will provide services to the second party as per the terms and conditions.
6. Second party is not permitted to use the Name, Emblems, and ISO Logos of JCVSD Council on their own course certificate issued to the student who has undergone the course, same time they are permitted to use the only Logos & Name of JCVSD Council on the Brochure, Sign Board, Notice, Poster, ID card, and Visiting Card etc.
7. The second party shall not be entitled to use the first party's ISO logos, accreditations, govt. emblems, OR code, official seal and trademark etc... On their institution display name board, visiting cards, certificates, brochures, website, advertisements, marketing materials, letter pad etc... in any manner without permission, and can use logos & emblems specified & permitted by the first party.
8. Second party should represent themselves as ATC of the first party during their tenure.
9. Warning : All data, contents, documents, designs, official logos, creative works, slogans, emblems, certificates, mark list, images, QR codes etc.., of the first party has been completely licensed and protected under section 13 of the Indian copyright act 1957, Indian design act of 2000 (sec 47), Trade Mark act 1999 (section 46), Privacy & IT act 2000 (section 43 A) and Data Protection act of 1998 copying, reproducing, distributing or using in any manner is a punishable offense with imprisonment of up to 3 years.
10. Only first party's brand name & official logos can be used for marketing, advertisement and promotional purpose.
11. A name board designed by the first party having 8 x 4 feet size must compulsorily place in front of the training centre.
12. The name of the training centre under the first party should be suffixed with academy/ Institute / centre.
13. First party is not charging any deposit and franchise/license fee from the second party to become their designated ATC.
14. ATC is non-transferable and non-exclusive.
15. The second party should not sub-license the ATC to any other institutions.
16. The agreement with the ATC is valid only for a single institution and should not mention the address of second party's annexe and sister concerns in advertisements as our franchise.
17. First party shall have the right to terminate the agreement forthwith if such an instance comes to notice and immediately initiate legal action against the second party.
18. Second party should not open a bank account in the name of JCVSD by the centre director or anybody else. The Second party shall run its own account in the personal name of the centre director himself/ herself, opening of the illegal bank account shall immediately render the ATC liable for cancellation of ATC agreement and legal action in all such matters the decision of Chairman/Board of Directors of JCVSD would be final binding.
19. Second party must purchase minimum 10 application forms at a time and can get it for Rs. 75/- from head office, and can issue to students for Rs.100. (Xerox copy of application form is not accepted)
20. The information bulletin issued by the first party must be given to the student for getting details of examination fees (fees based on duration) of their prescribed course.
21. Registration form (i.e. Head office copy, in the last page of information bulletin) issued by the first party shall be compulsorily and completely filled by the student without any mistake and which should be verified & checked thoroughly and must duly signed and sealed by the centre head/counsellor and sent back to the head office along with examination fees within 30 days after admission.
22. Filled registration form (i.e. ATC copy) shall be kept into 2nd party's custody for further reference.
23. Second party has to register each student with the first party, by remitting following amount towards examination & certification Fees (based on the duration of the courses) along with the registration form.

For Short term courses Rs. 300/student + CGST & SGST

6 months courses Rs. 500/student + CGST & SGST

12 months courses Rs. 1200/student + CGST & SGST

For above 1 yr courses Rs.1600 per year + CGST & SGST Advance & Post Diploma courses Rs.1800 per year + CGST & SGST

Skill Certification Course Rs.1000/student + CGST & SGST Note I: GST is payable by ATC/Student when it is compulsorily demanded by the government.

Note II: Foes for duplicate/correction on certificate Rs. 250 & for duplicate mark list Rs. 100/sheet as fine

Note III: Special category students (Blind/Deaf/Physically Handicapped/Widows) are exempted from paying 50 of examination fees. (Must attach copy of disability certificate attested by a gazetted officer)

1. The second party shall remit the examination/certificate fees of the students directly to the first party.
2. 2nd party should teach every one without any discrimination on caste/age/income basis.
3. Registration/Approval/ATC certificate (Soft copy can be downloaded within two days from your official mail id, after returning the original signed MOU to the JCVSD Downloaded ATC certificate & laminated specimen copy of merit certificate issued by the first party should be placed compulsorily in the front office and must produce before any kind of enquiry from a superior officer/office.) and should shown to the students for getting more information about the first party or

for the transparency of all matters. Students should be made aware of first party's official website "[www.jiier.org](http://www.jiier.org/)" before getting into admission/enrolment.

1. It is compulsory that the students should be aware of all the details of the first party about the examination, merit certificate validity & mark list that are getting after the completion of the prescribed course, with 40% marks as aggregate and must abide by the rules & regulations prescribed by the 1st party.
2. The board of examination has taken the decision that marks and grades of the exam must be in the following classification of grades/marks format

CLASSIFICATION OF GRADES

The centres should keep Answer Sheets & Result of

Final examination of each student for a period of 3 years and should be able to present the answer sheets if a higher authority demands for a special scrutiny.

|  |  |  |
| --- | --- | --- |
| Percentage of marks Grade | Grade | Rating |
| 80% & above | A+ | First class with  distinction |
| 60% & above | A | First class |
| 50% & above | B | Second class |
| 40% & above | C | Third class |

1. After completion of paper valuation by the first party the tabulation sheet will be sent to the ATC. After scrutinising the marks with answer sheets, if no complaints the result must sent to the first party on their letter head with authorised seal and signature of the second party or in charge. ATC should compulsorily conduct examination just after 30 days of course completion and within a period of 45 days of time paper valuation shall be completed and result must be published. Violating this condition may be punished with a fine of Rs. 100 for each student. No excuses will be entertained for this.
2. The second party shall provide all necessary infrastructure including teaching staff/ Non-teaching staff to conduct the class in accordance with the syllabus.
3. Teaching staff must be properly qualified and trained. Detailed bio-data of all teaching staff Should be sent to the first party, every year.
4. Minimum qualification for teaching staff should be Diploma/ Degree/ Master's Degree of concerned subject.
5. Adequate theory and practical hours should be maintained in the institution, as per the course curriculum.
6. The Institute should maintain records of attendance of students and teaching staff
7. Number of students in one batch should not exceed 20.
8. Students faculty ratio shouldn't be more than 20:1
9. Based on the student strength, necessary class rooms and teaching faculty and facilities should be provided by the second party.
10. The class room and practical workshop should be at least in the R.C building with asbestos roof or concrete roof and it should have adequate space, proper ventilation and lighting.
11. Adequate drinking water and sanitation facilities should be provided at the institute by the second party.
12. First party's vigilance committee will inspect the facilities which are made available to the students at the institute, at any time without prior notice.
13. If the Institute is not having hospital, laboratories and other kind of workshop for imparting

practical training to the students, they should make tie-up with existing hospitals, laboratories and other kind of workshop and the details of the same should be submitted along with the renewal forms.

1. Any advertisement using state or central government emblems and giving false information to public is punishable. It will lead to the cancellation of the approval of the institution without prior notice.
2. Second party should not propagate as the course and certificate are from direct government And giving or taking admission with fake information regarding the certificate validity and With 100% placement assurance is restricted, and make students aware that the certificate Issued by JCVSD is only a merit/course completion certificate.
3. Second party should not guarantee the NORKA (Home) attestation to the student’s before getting into admission.
4. Examination will be normally conducted by first party in the institute/study centre where approval was granted.
5. Examinations, valuation & certification of the students will be controlled by the first party.
6. First party will nominate the examinations /invigilators, against request (\*required minimum 20 students). Students can write the examinations in any language.
7. Facility for final examination, invigilators and other related expenses should be provided by the second party.
8. Issuing combination of 2 courses in a single certificate is restricted by first party.
9. Second party can design any new job oriented course with standardised syllabus and

Curriculum but it can be conducted only after getting approval from first party as per the rules & regulations stipulated by the authority.

1. Final certificate will be issued by the first party only after getting the NO DUES certificate

From the second party and a consent letter that the student have sufficient attendance, has passed all the relevant examinations and has met minimum required marks related to internal tests/evaluation.

1. Medium of instruction may be in English, Hindi or students mother language.
2. The registration, examination & certificate fees already paid by students will not be returned or adjusted under any circumstances.
3. The collection of tuition/course/training fees from students shall be the full responsibility of the second party.
4. The courses shall not be stopped midway by the second party. If it happens they should make alternative arrangement for the completion of course.
5. Second party is expected to adhere to the time span for each course and shall be obliged to complete the course within the stipulated time.
6. The powers to accept or reject the application for starting new course/ new institute on exclusively rest with first party.
7. This agreement further can be terminated on failure of observance of any directions 1ssued by the first party to the second party.
8. The second party shall not canvas any matter or publish any article which is in any manner derogatory to the interest of first party or in any way harm the reputation of first party and affect its business. First party will be at liberty to terminate the contract with the second party without prior notice in case the second party has acted derogatory to the interest of first party or misuse the secrets of the organization.

60: The first party has full authority to cancel the approval/contract/recognition without any prior notice, if the franchise in guilty or of any deviation from the rules or impropriety of any of the first party terms and conditions.

1. Seek approval or permission from JCVSD for all kinds of advertisements before publishing.
2. Record Book and ID card are compulsory and should be issued by the second party who registered and undergoing courses of the first party.
3. Second party must finish the course on prescribed syllabus and period.
4. The periodical/model/internal examination and continuous evaluation will be the responsibility of the second party.
5. The course certificate, mark list and other concerned certificates to the student shall be issued by the first party on the strict observance of the periodic directions issued by the first party.
6. The second party should disburse only the certificates & mark lists issued by first party and restricted to issue duplicates.
7. The second party shall abide by all directions and principles provided by first party time to time for the proper and smooth functioning of franchise. The mentioned directions shall become a part and parcel of this agreement.
8. The second party shall conduct their institution up to their best effort for the common good of the students therein and the first party shall not be liable for any act of the second party towards their students and to a third party. It is specially made clear that the second party is only a franchise of the first party conducting their institution using the goodwill and general assistance of the first party. The second party is not an agent of the first party nor does this agreement intend to create an agency. The second party is not allowed to act as an agent of first party and the second party hereby indemnifies themselves to recoup any loss resulted to first due to any of their act without the concurrence of the first party
9. First party may choose 3 institutions from the second parties for giving best performance award, "An award to our best performing ATC" The award criteria may depend upon the strength of an academic year of a training centre. The award category will be on three levels 5 stars, 4 stars & 3 stars.
10. Second party are required to have a minimum admission in an academic year otherwise the association will be terminated,
11. First party has the right to take feedback from any students of the second party about the courses and the centre at any time,
12. In case of default of any of the conditions of this agreement the defaulting party is liable to compensate the aggrieved party with cost for any loss resulted thereby.
13. The second party shall not disclose the business secrets in any manner to any third party.
14. If any dispute arises, it will be subjected to decision of the arbitrator appointed by first party and can also be redressed
15. If second party is conducting 6 months, one year & two years diploma courses should compulsorily attach the following document along with their request/result for obtaining certificate & mark list.
    1. Affidavit of centre head. (Sample copy obtained from JCVSD)
    2. Qualifying, relevant certificates of the student must be attested by a gazetted officer.
16. Second party doesn't have the right to make changes in the course title, course content, duration & direction of the course approved and given by first party.
17. Second party/student should remit Rs. 250/- for duplicate/correction certificate and Rs. 100/- for duplicate mark list per sheet.
18. Request for transfer to another course must be made in writing before the commencement of the course and is subjected to the approval of the first party.
19. Date of commencement of classes will be announced by the second party. The first party decision of all matters pertaining to rules & regulation shall be final.
20. That the students securing less than 80% attendance shall not be eligible to appear for final examination conducted by the first party.
21. First party has the right to give ATC approvals for new centres in a particular distance/ areas under certain circumstances without any prior notice and franchise have no right to question.
22. Second party if violates any rules of first party may be terminated from the first party's ATC's as per the by-law without any prior notice.
23. First party and Board members will not be responsible at any cost, of the legal disputes, court issues, police cases and such issues against the Authorised Training Centre or the Authorised Person/s of the particular training centre.

IN WITNESSES THERE OF the parties here in put their respective signature on this agreement on the day and year mentioned above.

INSTRUCTIONS>>

# Approval of Courses

Second party is limited to conduct 10 courses at a time under JCVSD. If the second party needs to add courses it can be done through a payment of Rs.1000/- up to 5 courses. It is compulsory to display the approval course list in front office.

# Change of Institution Name

After getting approval the second party needs to change their name & address, they have to pay Rs.1000 along with a Stamp Paper of Rs.100 with a request.

# Re-Examination

For conducting re-examination for failed students, each one has to pay Rs.250.

# Renewal

Renew the license of second party before 15 days of expiry as mentioned in the ATC certificate by paying Rs. 2000+GST as renewal fee along with a Stamp Paper of Rs.100. Failed to renew the franchise license before expiry a fine of Rs. 500 will be charge additionally. For each month of delay respectively. There will be no automatic renewal of License.

# Courses approved by JCVSD

As per the request of the second party the first party has undergone a thorough examination of the courses mentioned in the franchisee application form and JCVSD approves to conduct the following courses in the second party's centre/institute/organisation as per the approved eligibility, duration & syllabus.

The board of JCVSD grants the license to conduct only the courses that are listed below and the JCVSD acknowledges the willingness to certify these courses only.

|  |  |  |  |
| --- | --- | --- | --- |
| Sl | Approved Course List | Dur. | Qual. |
| 01. | Hotel Management | 2 |  |
| 02. | Airline and Travel Management | 2 |  |
| 03. | Fashion Designing | 2 |  |
| 04 | Allied Health | 2 |  |
| 05 | Computer Application | 1 |  |

# JAWAHARLAL COUNCIL FOR VOCATIONAL AND SKILL DEVELOPMENT MISSION (JCVSD)

A National Level Autonomous Non-Governmental Professional Institution Registered by Government of India

Established under Society Act 1882 Registered Under Government of India, ISO Certified Organization (Industrial Skill Based Institution)

1st Party CHAIRMAN 2nd Party ( )

JCVSD ATC Head