

Date: 14/08/2023

**MoU**  
**Independent Learning Center**  
**“Independent Skill Development Mission (ISDM)”**

This bi-party agreement is made between **First Party - Second Party**

**ISDM (Independent Skill Development Mission)**, for running a Computer Skills, Business Skills, Technical Skills, Language Skills and Entrepreneurship Skills Training Center and data processing center at **INDEPENDENT SKILL DEVELOPMENT MISSION (ISDM)**, 17, Kuber Nagar, Civil Line, Main Road, Dewas – 455001 & Operational Office at 309, Saffron Plaza, III Floor, Airport Road, Vadodara Gujarat, 390022

and

**Second Party – Mrs. Deepalaxmi** residence at **Sri Krishna Prasad, Pedamale Post, Mangalore, Karnataka, 575029** District **Mangalore** State **Karnataka** Pin Code **575029**.

Registered Operational Office at **No. 101 - 104, First Floor, The Legend by Agraja, Near Indian Oil Petrol Pump, Neermarga, Mangalore, Karnataka - 575029**

INDEPENDENT SKILL DEVELOPMENT MISSION (ISDM) engaged in popularization of online education and offline education through it's electronic computer and new technology, / vocational training, consultancy and publication. ISDM runs the employment-oriented programs through online and offline mode. whereas M/S **ISDM LEARNING CENTER** is also aiming to the same. This agreement is being made for running a ISDM affiliated Learning Center in **Mangalore** (herein after called **Independent Learning Center Franchisee of ISDM (Independent Skill Development Mission)**)

Here, Second Party will appoint/join/admit/affiliate as a Independent Learning Center for **Mangalore** District. Its working area is 50-100 Kilometers radius according to different projects i.e. offline learning center, online courses affiliate partner and innovative schools.



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He/She will be appointed for serving ISDM's employment oriented, computer/IT, software, hardware, soft skills and other programs within its working area.

**Abbreviations:**

1. HO (Head Office)
2. ILC (Independent Learning Center)
3. OCAP (Online Course Affiliated Partner Franchise)
4. ISP (Innovative School Partnership Franchise)

**The detail terms and conditions are as:**

**(A) First Party will Provide the following Facilities to the ILC (Authorized Independent Learning Center) of Regular Offline Franchise -**

1. First Party will provide the certificate of authorization to every training center called Authorized Franchise Independent Learning Center.
2. First party will provide the startup kit having the list of material mentioned in "Annexure 1"
3. First party will provide the certificate of completion to every successful candidate/student registered with ISDM,
4. First party will also provide the certificates in hard copy to the successfully (passed) candidates
5. First party will provide will provide the employment opportunity to the registered and paid students by giving access of "Job Offers" arised by the "Employer" associated with our online placement portal.
6. First party will provide the employment opportunity to the registered and paid students by searching and applying the job through it's placement portal.
7. First party will provide the authority to use the logo and brand of Independent Skill Development Mission (ISDM) and its association in any type of promotional activity.
8. Frist party will provide the complete student management (**SOA- Student Operational and Academic Activities Panel**) with all the facilities.
9. First party will provide **APR (Assessment, Preparation and Reporting Panel)** the online Test, Exam and Results facility to its students with unlimited number of tests.



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10. First party will provide the free job portal **Job fixer** registration to all students for employment opportunity to students. This portal will be free only for our registered students. Outsider students will be charged separately.
11. First party will provide the **E-Library and Online Study Material** to the students through the portal and the library can be managed by ILC also.
12. First party will provide the **Online Attendance System** to the registered and paid students of the second party.
13. First party will provide the **branding and advertisement material** as per the need and business generated by the second party, all material provided in soft copy and hard copy.
14. First party will provide the **login credentials of trainer and staff** to use the our SOA Panel trainer portal to manage the teaching contents of students with unlimited trainer and unlimited courses where training center can choose and run the number of courses according to their need.
15. First party will provide the facility to make customizable course on it's student management portal. ILC will take prior approval in case if they want a customizable course.
16. First party will provide the hiring support in terms of conducting telephonic or video interview of candidates and selection of best candidates.
17. First party will provide the online training of trainer though its online courses so that the quality of training can be maintained.
18. First party will provide the branding material in **Startup Kit** to with branding material of Independent Learning Center and one sample regular Startup Kit of Franchise.
19. First party will conduct the **final examination** and declaring the result through its portal and send soft and hard copy of certificates to ILC.
20. First party will provide all possible training/guidance/mentoring to maintain the **quality of training** to ensure the framework of training.

**(B) First Party will Provide the following Facilities to the OCAP (Online Course Affiliated Partner) Franchise -**

1. First party will provide the certificate of authorization of "Online Courses Affiliate Partner (OCAP)"
2. First party will provide the training of digital marketing and social media marketing to generate the student's leads.
3. First party will provide the training of smart calling and counselling of the students in order to convert the student's leads into the admission.
4. First party will provide the royalty and incentives on the sales of courses.



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5. First party will provide the complete marketing plan to the OCAP franchise. Our marketing campaign will be prepared according to the market demands in different geographical area and different price levels of TIER 1 to TIER 6 cities.
6. First party will provide the OCAP Dashboard login on it's website to access all services like visitor tracking, total enrollment, total royalty, outstanding royalty etc.
7. First party will provide the unique affiliate partner link and ID so that OCAP franchise can assure about the business.
8. First party will provide the recorded and live classes to the students. Training session can be completely recorded, completely online or mix of recorded and live sessions.
9. All trainings will be given by the head office by it's tutor.
10. First party will give 30% of course fee as royalty earning to OCAP franchisee.
11. First party will provide the facility to avail the discount offer coupons to the students from 5 to 15 percent of total course fee.
12. First party will give the authorization to make referral institute to the second party. So they can make their own network to distribute online courses in 100 kilometers area in OCAP model

**(C) First Party will Provide the following Facilities to ISP (Innovative School Partner) Franchise -**

1. First party will provide the certificate of implementation partner of "Innovative Schools"
2. First party will provide the training of working in all operations of innovative school franchise.
3. Second Party (Franchise) will provide the demonstration of Innovative Schooling App in the Schools
4. First party will provide detailed proposal and business plan for the school and franchise
5. First party will provide the bulk deal to the school with minimum order of quantity with 100 students at base price.
6. Bulk deal prices will be finalized by the authorized franchise.
7. First party will provide the retail deal to the school with individual student's order at a 15% sharing ratio
8. First party will appoint a second party to assign a bulk deal and retail deal prices with the schools.
9. School will be authorized to give the product to the student with maximum sale price 25000/- per student



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10. First party will provide class 1<sup>st</sup> to class 12<sup>th</sup> smart coaching learning application to the franchise to be served in a market.
11. First party covered all the study boards CBSE, ICSE and approximately 80% boards all over India.
12. Student will get the features of innovative science lab, real life videos and online mock test and performance tracking tools inbuilt in application
13. First party will provide the subscription-based application where each subscription will be valid for one year.
14. First party will provide chapter wise study through animated 2D and 3D videos in the application to the students
15. First party will provide all technical support to the students if needed.
16. First party will provide the complete operational manual to learn how to use the application and its features.
17. If second party don't have the trainer, first party will appoint a trainer to give training in the schools.
18. First party will provide the training to align the schools to be associate with our programs.
19. First party will give the authorization to distribute Innovative School application subscription distribution rights to the second party in 100 kilometers area.

#### **(D) Responsibilities of Second Party (Independent Learning Center)**

1. ILC should have classroom, lab, trainer and staff at their training center.
2. ILC will be responsible to provide true and fact information to the second party and first party.
3. ILC will have to appointed certified trainer to run a specific course, second party cannot run any course without having certified trainer.
4. If trainer of second party will not have the relevant certificate, then ISDM will conduct the online exam of trainer. Trainer will have to pass this exam to get validated.
5. ILC (Independent Learning Center) will check and verify the all-necessary documents of students which to be uploaded on the portal while admission of students.
6. ILC (Independent Learning Center) will give the login credentials to students.
7. ILC (Independent Learning Center) will generate and give the login credentials to the trainers.
8. ILC will prepare the online test series by adding questions related to subject for online test of students.
9. ILC will take all test and exam with full honesty, confidentiality and genuineness.



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10. ILC will be responsible to conduct the exam on declaring the dates of exam according to convenience.
11. ILC will provide the complete training of ISDM online student portal to all students.
12. ILC will be responsible to take online attendance with full honesty.
13. ILC will be responsible to maintain trainer performance, all trainer's performance appraisal can be seen online.
14. ILC will replace the trainer if the performance of trainer will be less than 40%.
15. ILC will run the project according to guidelines given by the first party.
16. ILC would make sure the availability of equipment in excellent working condition to the students with updated version of software.
17. ILC is responsible to maintain the minimum requirement to start the Study Center under ISDM mentioned in "Annexure 2"
18. ILC will ensure comfortable learning environment including well-furnished study room, laboratory, library, drinking water, facilities for boys & girls, and other essential basic infrastructure facilities. The Authorized Study Center should be located in safe and secure place.
19. ILC will arrange & use all legal software at Authorized Study Center. All legal matters arising out of non-compliance of these issues will be at risk of SECOND PARTY.
20. ILC will make all payments pertaining to proper operation of the center like rent of the premises, salary of staff, electricity and water bills, and such other expenses will be borne by ILC itself and will not be forwarded to ISDM in any case.
21. ILC shall maintain all the administrative (like- Staff Appointment Letter, Attendance Register, Leave file, List of Schools and colleges in the area, Registration certificate, Board of the organization / proprietors, Bye Laws, etc.), programmatic (like – List of the courses, List of students, time table batch wise, Students assessment sheets, lab. register, etc.) and financial records (Books of accounts: Cash book, ledger, bill and vouchers file, ITR, audited statements and reports, etc.). Such records would be presented for inspection by appropriate authority of ISDM on request.
22. ILC shall display the information / flex in front of the Authorized Study Center (SECOND PARTY) which has been provided by ISDM.
23. ILC will appoint a person for communication with students/clients and ISDM HO. He/she will be responsible to update the programs on regular basis, or as and when required by students/clients / ISDM HO.
24. ILC will ensure the quality and brand of ISDM in the field of computer education at your center.
25. If ILC is appointed in OCAP model, will record all activities on CRM
26. If ILC is appointed in ISP model, will communicate with all schools and line-up for the association
27. Second party will line-up the schools in 100 kilometers radius of the ILC.



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**(E) Common Terms and Condition:**

1. Depending upon the managerial and technical capacity of the SECOND PARTY/ILC, ISDM HO can ask to implement other projects through SECOND PARTY for the similar nature of projects.
2. If the Director of SECOND PARTY or ILC decides to transfer it to some another person /organization, he / she has to take permission from the authorized person at ISDM and transfer fee fixed by ISDM, H.O. will have to be paid with a fresh agreement.
3. In case of the relocate the SECOND PARTY within the city/town SECOND PARTY has to take prior permission from ISDM HO. for the same. Relocation will be allowed within same district.
4. The ISDM, H.O. retains the right of canceling the above agreement without any compensation to SECOND PARTY/ILC, even within the period of validity of this agreement, if the SECOND PARTY's operation found not as per the clauses given in this agreement of incase of any financial mis-appropriation.
5. Irregularity by the SECOND PARTY/ILC or due to any other cause which hinder the smooth operation of SECOND PARTY,
6. There should not be duplicity in affiliation with different agencies Second Party shall adhere on the agreement signed in by both of the parties and no other affiliation similar to this will be signed in by the SECOND PARTY/ILC during the validity period of agreement.
7. SECOND PARTY/ILC will not be entitled to take loan or credit or any other liability in the name of ISDM.
8. The affiliation fees, franchise fees, admission fees and examination fees, portal fees or any other fees once paid to ISDM H.O. will be Non-Refundable.
9. ILC's liabilities will be borne by ILC itself and not to be forwarded to ISDM in any case.
10. This agreement is valid for three years from the date of agreement and it will renew by mutual understanding of both parties.
11. Every student's login valid for its's course duration only.
12. ISDM (First party) does not guaranty of job or placement. It completely automated system and student will get the job opportunities through it's own placement portal. Its subjected to capacity of the student to crack the job.



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## (H) Financial Terms with Independent Learning Center

1. Second party will pay non-refundable INR **1,00,000/-** for Independent Learning Center Association Fee.
2. Franchise and Registration Fees with Sharing Ratio

No.	Details	Head Office	Independent Learning Center
1	Student Registration/ Admission Fee in Regular Offline Training Programs	500	ALL REMAINING FEE CHARGES FROM STUDENT
2	Student Registration/ Admission Fee in Special Offline Training Programs NTT/PTT/CYBER SECURITY/ CODING/ FIRE SAFETY/ AGRICULTURE/FOOD SAFETY	1500	ALL REMAINING FEE CHARGES FROM STUDENT
3	Revenue from Online Courses in OCAP model	70%	30%
4	Revenue from Innovative School	4000/-	5000/- to 15000/-

3. First party will do the digital marketing campaigns time to time to generate student's lead. All the expenditure on digital marketing will be borne by first party.
4. If any student will be provided to by the first party to the second party by it's digital marketing campaign. First party will charge 700/- per student extra fee. It will be paid only after the fee payment by the student in complete/partial mode.
5. In ISP model, first party will transfer the share of second party after complete realizing/receiving the fee from the students. All fee will be collected by the head office or the authorized person appointed by the head office.
6. ILC will get the Institute wallet on their login, institute can recharge their wallet and all registration fee will be deducted from the wallet.
7. In Regular Offline Trainings Student Registration Fee can be increased in future. ISDM reserves all rights of changing in financial terms/fee/any other charges.
8. In OCAP model, all revenue will be collected online and distribute the share of franchise and master franchise on every week or 15 days cycle.

This Agreement is valid for 3 Years from the date of this agreement 14/08/2023.

Any dispute arising out of above agreement would be settled only at the jurisdiction of DEWAS (M.P.)



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I accept and agree to the above condition given in all points mentioned in clauses (A) to (G) as above and any other text or annexure as part of this agreement. I also declare that I am authorized signatory of the SECOND PARTY, and my signatures as given below are my true signature.

Signed on this day **date of month Year 14-08-2023**



**(Authorized Signatory First Party)  
With rubber Stamp**

Name : Mr. Arpan k. Soni

ISDM (Independent Skill Development  
Mission



**Authorized Signature Second Party  
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Name: *Mrs. Deepalaxmi*

Institute Name: Samsiddhi Academy



Signature \_\_\_\_\_

Annexure 1



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### **Startup Kit**

The following material will be provided in startup kit of ISDM training center-

1. 1 Front Outdoor Banner 8x3
2. 3 Branding Indoor Banner 2x3,
3. Leaflets x 100
4. Operational Manual x 5
5. Student Sample Certificates
6. Students Application Forms, Exam Forms
7. Start HR Kit – Editable formats of Appointment Letter, Industrial Collaboration Letter, News Publication format, Offer Letter, Termination Letter, Experience Letter, Salary Slip, Fees Invoice, Professional Event Invitation Letter, Greetings

### **Student Kit**

1. Student Login Credentials (Access EI-card, Admit Card, Results, Study Material)
2. ID card
3. Prospectus and Admission Form
4. Online Classes Access in regular courses
5. Online Exam/Test Portal Registration
6. Course Completion Certificate after Course



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## Annexure 2

### **Minimum Requirement to start ISDM Training Center Franchise**

#### **Regular Offline Franchise**

1. Minimum 300 square feet carpet area.
2. 1 Classroom
3. 1 Lab  
(Hybrid Lab – Combine Lab and Classroom will be ok)
4. Trainer with relevant qualification and experience
5. Clean Drinking Water Facility
6. Washroom for Male & Female
7. At least 1 Computer or Tablet for attendance of students.
8. 5 Computers in Lab
9. Internet and Wi-Fi modem connectivity

#### **OCAP Online Course Affiliate Partner**

1. Internet Connection
2. Working Space of 4 Persons
3. 2 Persons in Staff – 1<sup>st</sup> for Digital Marketing and 2<sup>nd</sup> for Smart-Calling

#### **ISP Innovative School Projects**

1. Small office space with minimum 200 square feet.
2. 1 Marketing Executive and 1 Tele-calling Executive
3. 2 Counsellor (later on after 2 months of registration of franchise)



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