**FRANCHISE AGREEMENT**

The agreement made this ……. day …….. month……year…… between the Public Educational & Welfare Society, registered under the Societies Act 1860, and having its corporate Office at C 36A Janta Garden Pandav nagar, New Delhi -110091 & in Bihar Registered office at N.H.103,Gandhi Chawk,Sarangpur Samastipur,848505 hereinafter referred to as the "PEWS" (which expression unless excluded, or is repugnant to the context, shall include its successors and assignees) on the ONE PART and ………………………………………...having its Registered Off at………..-………………………………..hereinafter referred to the "SECOND PARTY" (which expression unless excluded or repugnant to the context, shall include its successors and assignees) on the OTHER PART.

1. Name of the School: It will normally be known as 'Public Central School', of course, with the consent of the second party.

2. Second Party will have to a long term agreement for at least 30 years, as required by the CBSE for the purpose of affiliation, with the Public Educational & Welfare Society..But it needs to renew @ 25% of current Franchisee fee every after 3 years. On the expiry of the agreement, the name of the school will have to be changed in case agreement is not extended.

3. The Second party will have to give a sum of Rs. 1 laces to the Public Educational & Welfare Society (Amount negotiable) as enrolment fee, which is not refundable.

4. Principal of the School will always be appointed by PEWS and his/her services will be transferable on the demand of the second party or by PEWS. The Principal will always remain the employee of PEWS. His/Her retiring benefits will have to be sent to the office of the PEWS regularly, on monthly basis, by the concerned school.

5. School staff, other than the Principal, will be appointed by a selection committee so constituted by the School Management Committee (S.M.C.)

6. School Tuition Fee will be decided by the S.M.C every year so as to run the school viably. Staff salary will also be decided accordingly and also keeping in view of the norms of the CBSE.

7. School account will be maintained in a Nationalized Bank which will be operated jointly by two of the three persons, namely Chairman, Director/Regional Director/V. Chairman and Principal of the school.

8. All financial assets & liabilities will be owned by the second party. Land, Building and other cost of any infrastructure will have to be borne by the second party.

9. 15% of the collection will have to be sent to the Bihar Registered Office of the PEWS at Sarangpur,Samastipur as Administrative cum service charges. This amount be sent monthly / quarterly every year Up to 30 years or until & unless this agreement is continue.

10. School Management Committee (S.M.C) will be constituted by the PEWS for a period of three years; at a time as per the norms of the CBSE & PEWS. Principal will be the ex-officio member. Four members will be the nominee of PEWS, one of which will be the Vice-Chairman of the Managing Committee. Rest of the members will be the nominee of second party. Second party may nominate any one of them as chairman of the school Managing Committee. Committee may have 11 to 15 members in total.

11. In order to provide quality education and to maintain a good standard school, the officials and members of the PEWS will visit the school from time to time or as and when desired by the second party. TA/DA of the visiting officials will have to be re-imbursed from the school account.

12. Common booklist will be implemented in all Schools so approved by PEWS and common examination at the end of V and VIII classes will be conducted by the PEWS in which children of all schools will have to appear by paying an appropriate exam Fee.

13. Matters relating to the CBSE, New Delhi for affiliation etc. will be dealt by PEWS, however S.M.C will arrange "No Objection Certificate" from the State Govt. or any other concerned authority.

14. Common seminars for Principals and staff will be organized annually by PEWS in different schools in which all schools will participate and pay the registration charges so decided from time to time.

15. Auditors will be nominated by PEWS for the annual/Internal audit of various Schools and the audit report will be placed before the School Managing Committee and a copy of the report to the PEWS.

16. That funds of the school shall not be used by any person for any purpose other than that of the school

17. That 1st party shall not be held responsible for any mismanagement/litigation arising out of the management of the school. It shall be the responsibility of the second party to solve such problems.

Any litigation/dispute arising out of this agreement is subject to New Delhi Jurisdiction only.

That, if any one of the parties tries to violate this solemn agreement then the litigant one shall be dealt before appropriate forum of law for necessary legal action for which the litigant one shall be saddled with all the cost of litigations.

In witness where of both the parties signed their names respective on today the

Witness 1 Signature of the 1st party

Witness 2 Signature of the 2nd party

NOTE: Any terms of this agreement are negotiable in one-to-one meeting.