

Memorandum Of Understanding

THIS **MEMORANDUM OF UNDERSTANDING** (in short “MOU”) is made at _____ on this.....day of,2015 between “**WEB-DIGITECH COMPUTER EDUCATION SOLUTIONS(P)LTD.**”(WDPI), having its registered office at 2nd floor,Hari om thakur Niwas Ward no 3 Rampur Bsr Distt. Shimla HP 172001 Registrered No.**U80221HP2014PTC000777** duly represented by its authorized representative **Mr Khem Raj** working as **Managing Director** to execute this MOU on behalf of WDPI hereinafter referred to as the 'WDPI', which expression shall unless repugnant to the context or meaning thereof include its successors and assigns, of One Part as First Party;

AND

M/S.....a
Proprietorship/partnership/Company/Society having it's office
at.....represente
d by its/their Proprietor/Partner/Director/Secretary Mr /Mrs
/Ms.....S/o W/o
D/o.....
.....Residing at.....
hereinafter referred as Franchise/Master Franchise which expression shall unless
repugnant to the context and meaning thereof shall mean and include its present
and future partners of the OTHER PART as Second Party;

AND WHEREAS the Franchisee has agreed to do spread the computer based
courses with the WDPI as per the terms and conditions hereinafter appearing.

NOW, THEREFORE, the parties, in consideration of the covenants undertaking
and commitments set forth herein, hereby mutually agree on terms of this MOU
as follows:

Introductory Terms: All the terms A, B, C are mandatory in nature: _

Term A. Purpose: The purpose of the MOU is only in initiative capacity for
mutual understanding between both the parties to take/give the
Franchisee to start required infrastructure/hardware/marketing
survey/payment schedule etc by Franchisee before the inauguration
of the center. This MOU shall not be treated as final agreement for
appointing Franchisee. The failure of any terms by second party
under the garb of this MOU is not entitled for any claim for taking
Franchisee because of signing of this MOU. The second party shall
be entitled to run Franchisee and said to be Franchisee of **WDPI**
only after signing of Franchisee Agreement.

Term B. Duration of MOU: This MOU is valid only for 30 days or signing of the Franchisee agreement which ever is earlier.

Provided that in case the second party shows sufficient cause for delay for non-compliance of 30 days prescribed period then the management of WDPI has absolute right to use its own discretion to condone the delay.

Term C. Payments: All payments should be made by demand draft only in favour of **M/s. WDPI COMPUTER EDUCATION SOLUTIONS(P)LTD.** payable at RAMPUR BSR.The details of payment necessarily have to be mention here.

1. Received MOU Franchise amount Rs.....only cash/Demand Draft bearing no. Dated

Term

ADDRESS:.....
.....
.....

..... other then that WDPI
can open no. of Centre.

General Terms: Now all the following Clauses (excluding Legal terms) shall be applicable only after signing of Franchisee Agreement.

Clause 1. Obligations of WDPI:

- 1.1 The WDPI will provide the materials as per launch kit for the purpose of the opening of the business.
- 1.2 The WDPI will provide training to the Franchisee to give him/her knowledge about the products, technology and trouble-shooting solutions.

Clause 2. Obligations of Franchise:

- 2.1 Franchisee agrees not to deal directly or indirectly in any trade or trends that are in competition with WDPI during the subsistence of this agreement, which may even lead to the termination of the agreement.
- 2.2 Franchisee agrees to purchase the books material from WDPI and other relevant material for day to day function including publicity/advertisement use only such material as provided by WDPI.

- 2.3 Franchisee commits to send all required and prescribed reports to the WDPI corporate office on schedule.

Clause 3 The Franchisee shall not

- 3.1 shift its Premises to any other place without informing the WDPI.
- 3.2 conceal any information from WDPI regarding the business at the outlet, which may effect goodwill of the WDPI's Company.
- 3.3 disclose any confidential information, policy and strategies of the WDPI to any third party.
- 3.4 do any act, which will effect the goodwill of the WDPI's business.

Clause 4 The Franchisee shall have the right/power

- 4.1 to employ independently its own suitable employees to conducting Franchisee's business effectively.
- 4.2 to conduct the business freely, independently without any supervision/ interference from anybody subject to the terms and conditions in this agreement,

Clause 5 Terms regarding fee schedule & market promotion:

5.1 Fee: WDPI reserves the right, at any time, to change the fee structure as mentioned in the latest version of the WDPI course and fee description.

5.2 Registration & Examination Fee: The Franchisee shall pay the registration Fee and Exam fee of each student as per Course and the same is separately and solely payable to the WDPI.

Clause 6. Termination Terms:

- 6.1 Franchisee shall take at least _____ admissions yearly every month failing which the WDPI will have an option to terminate the agreement.
- 6.2 The termination of the agreement shall not effect the WDPI's right to recover the dues from the Franchisee.
- 6.3 The Franchisee will have no right to use any marks, designs and contents of any slogans, posters, hoardings of the WDPI without prior approval by the WDPI.

Legal Terms:

In the event of any dispute or controversy whatsoever between the parties arising out this MOU in connections with the right and obligations hereunder, the parties shall first endeavor to co-operate to resolve the dispute or controversy by mutual consultation. If such dispute or controversy could not resolve then parties are free

to adopt appropriate legal recourse after giving 15 days notice to the other party.
All disputes are subject to Rampur BSR. Jurisdiction only.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the first date set forth above.

On this _____ day of _ 200 __ __, at

All the terms and conditions are agreed and accepted by WEP.

WDPI Education Partner(WEP's)

For WDPI

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

Place:

Place:

Witness:

Witness:

OTHER INFORMATION

1. CENTER DIRECTOR NAME:
2. FULL CENTER ADDRESS:
3. CONTECT NO:
4. E-MAIL ID:
5. DATE OF BIRTH:
6. NOMINEE NAME:
7. NOMINEE RELATION: