**SECOND PARTY AGREEMENT FOR Skill Development Courses**

This **Agreement** is made on month date……………., 2023 at District……….., State………………..

 **Between**

**Career Point Institute of Skill Development Private Limited through its Authorised representative** carrying on the business of providing Skill Development training and having its registered office at CP Tower Road No. 1 IPIA, Kota (Raj.) 324005 hereinafter referred to as **“CPISD”** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the **One Part;**

 **And**

**……….Company name…...,** having its Registered office at ............................, , hereinafter referred to as “**Second Party**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the Other Part;

**Whereas**

1. The first party is having affiliation from **Career Point Institute of Skill Development Private** **Limited** offering various Skill Development Courses.
2. The Second Party represents that it is carrying on the business of Training service and has adequate resources for rendering such services.
3. The Second Party is desirous of acquiring from First party the right and license to operate and distribute franchise for Skill Development Courses utilizing the business format, methods, specification, standards, operating procedures, trade Marks and upon the terms and conditions hereafter set forth.
4. The agreement is non-exclusive and will be in force for one year from the date of agreement.
5. CPISD will be furnishing, advice, and guidance with respect to the planning, opening, operation and distribution of the Second Party business for Skill Development Courses.
6. The parties are desirous of recording the terms and conditions under or upon which the said services are to be rendered by the Second Party.

NOW THEREFORE this Agreement witnessed that in consideration of the mutual covenants and agreements herein contained the parties hereto do hereby covenant and agree with each other as follows:

1. Operating assistance:

During the term of this Agreement, CPISD shall furnish to the Second Party such continuing advice and guidance as is from time to time reasonably required by the Second Party with respect to the planning, opening, operation and distribution of the Second Party Business, including consultation and advice regarding:

1. Mobilization of students
2. Training of students
3. Placement assistance
4. Operations at training center;
5. Hiring and training of employees;
6. Formulation and implementation of advertising and promotional programs;
7. Establishment and maintenance of administrative, bookkeeping, accounting,
inventory control and general operating procedures ; and
8. The Second Party shall agree as follows:-
9. Student mobilization for various courses in paid scheme;
10. Providing infrastructure support to students for training courses;
11. Providing training to students through trainers or employees ;
12. Providing placements to students;
13. Indemnity and Confidentiality
14. Either party will not use the name of the other party in any manner either for credit arrangements or otherwise. It is agreed that the parties shall not in any way be responsible for the debts, liabilities or obligations of the counter party and/or his employees or agents or servants;
15. Each party and their personnel involved in shall at all times maintain the strictest secrecy about information pertaining to the other party in their possession and/or to which they might have access by virtue of this Agreement
16. Second party can mention “Training center approved by **Career Point Institute of Skill Development** and **Skill India**” only for their branding.
17. Advertising
18. The Second Party shall have the right to conduct advertising and promotions in respect of the Second Party Business and the cost of advertising will be borne by the Second Party.
19. The Second Party shall have the right to use the logo of **Career Point Institute of Skill Development** and **Skill India**” only for their branding.
20. The certification charges for the candidates will be as per the table given below

|  |  |  |  |
| --- | --- | --- | --- |
| **S No** | **Course** | **Duration** | **Amount per Cand.** |
| 1 | NSQF aligned course | As per QP | 1500 |
| 2 | Non QP courses | 3 Months | 1500 |
| 4 | Non QP courses | 6 Months | 1800 |
| 6 | Non QP courses | 9 Months | 2400 |
| 8 | Non QP courses | 1 Year | 3000 |
| 10 | Non QP courses | 2 Year | 4000 |

1. The document will become part of this agreement and the same needs to be adhered to by second party without any deviation.
2. Without prejudice to what is contained in Clause hereinabove, both parties shall at their sole and absolute discretion, be entitled to terminate this Agreement forthwith by 30 days written notice to counter party and serving existing students. Either of the party will not be liable for any compensation if :
3. the party commits a breach of any of the terms and conditions of this Agreement;
4. the party is adjudged as insolvent or a compromise is entered by him with his creditor or if distress or execution or other process is levied upon or a receiver is appointed of any part of the assets or property of the party;
5. for any reason whatsoever the party becomes disentitled in law to perform his obligations under this Agreement;
6. Upon termination or suspension, the Party shall be entitled to receive the proportionate payment for the resources deployed till the date of termination/suspension.
7. if Party shall institute any proceeding under any statute or otherwise relating to insolvency or bankruptcy , or should any proceeding under any such statute or otherwise be instituted against the Party;
8. If the custodian , receiver , manager or any other person with like powers shall be appointed to take charge of all or any part of the Party’s undertaking, business , property or assets;
9. Effects of Termination:-

Upon the expiration or termination of this Agreement for any reason whatsoever, the following shall apply:

1. Second Party shall, immediately permit CPISD to cure all the documents and material related to the project.
2. Second Party shall discontinue the operation of the Second Party Business, system and the use of the Marks and other proprietary rights licensed under this agreement, and similar names and marks, or any other designations or marks associating the other party with system. Second Party shall cease displaying and using all signs, stationery, letterheads, packaging, forms, marks, manuals, bulletins, instruction sheets, printed matter, advertising and other physical objects used from time to time in connection with the its system or containing or bearing any of the marks and other names, marks or designation, and shall not thereafter operate or do business under any name or in any manner in violation of clauses of agreement that might tend to give the general public the impression that it is associated with CPISD;
3. Sale, Assignment, Transfer:

The Second Party shall not sell, assign or transfer the centers and/or the rights and interest under this Agreement.

1. The benefits and obligations of this Agreement shall not be directly or indirectly assigned or dealt with by either of the party without the prior consent in writing of the counter party.
2. All notices under this Agreement shall be in writing and shall be served either by hand delivery or by sending the same by registered post addressed to either party at the last known place of business and in proving the servicing of such notice, it shall be sufficient to show that the same has been received in person or properly addressed by registered post.

(13) Neither the CPISD nor Second Party shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly, such as, but not limited to acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lightning strike, etc. In such a case either Party shall notify the other party of the occurrence of such cause and should as a consequence, the performance under this Agreement be prevented for a period longer than six months, then the other party shall have the right to terminate this Agreement

(14) All the disputes arising out of this Agreement shall be first attempted to be resolved amicably. Failing which the unresolved dispute shall be referred to the arbitration at Kota under and as per the provisions of the Arbitration & Conciliation Act 1996.

(15) Laws of India would be applicable and courts of the competent jurisdiction will be at Kota Rajasthan.

(16) The approved sectors which second party wants to run are as follow (only three) –

1.

2.

3.

4.

5.

6.

**IN WITNESS WHEREOF** the parties hereto have executed these presents the day and year first hereinabove written.

**For,**

**Career Point Institute of Skill Development Pvt. Ltd.**

Through its authorized signatory

**For, Second Party**

Through its Authorized Signatory