

## **MODEL FRANCHISE AGREEMENT**

This Franchise Agreement is made on this \_ day of \_\_\_\_, 20, at Kolkata, West Bengal.

### **BY AND BETWEEN**

Excellence Educational Academy, an ISO 9001:2015 certified training institution, having its registered office at 1st Floor, 9B, Chetla Road, P.O. Alipore, P.S. Chetla, KMC Ward No. 82, Near Hyundai Showroom, Kolkata – 700027, West Bengal, India, hereinafter referred to as the “Franchisor”, which expression shall, unless repugnant to the context, mean and include its successors, assigns and authorized representatives of the ONE PART;

### **AND**

[Insert Franchisee Name], residing at / having its registered office at [Insert Franchisee Address], hereinafter referred to as the “Franchisee”, which expression shall, unless repugnant to the context, mean and include its legal heirs, successors, and assigns of the OTHER PART.

**WHEREAS**, the Franchisor is engaged in providing IT and technical training under its established brand and wishes to expand its presence via franchising;

**AND WHEREAS**, the Franchisee has approached the Franchisor and expressed interest in operating a training institute under the brand name of Excellence Educational Academy (EEA) in accordance with the terms and conditions contained herein;

**NOW, THEREFORE**, the parties agree as follows:

## **1. GRANT OF FRANCHISE**

1.1 The Franchisor hereby grants the Franchisee a non-exclusive, non-transferable license to operate a training center under the name “**Excellence Educational Academy**” for a term of **3 (Three) years**, renewable based on performance.

1.2 The Franchisee may offer training in up to two (2) trades initially, extendable upon approval from the Franchisor.

## **2. INFRASTRUCTURE REQUIREMENTS**

2.1 The Franchisee shall ensure the premises meet the following minimum standards:

**For 1 Trade:**

- Total Area: 1000 sq. ft. (approx. 30 students)
- Theory Room: 300 sq. ft.
- Practical Room (Lab): 300 sq. ft.
- Library: 100 sq. ft.
- Office Room: 100 sq. ft.
- Counseling + Principal Room: 100 sq. ft.
- Washroom + Kitchen + Toilet: 100 sq. ft.
- Minimum 10 to 15 computer systems with required configurations.

**For 2 Trades:**

- Total Area: 1500 sq. ft.
- Two Theory Rooms: 300 sq. ft. each
- Practical Room: 400 sq. ft.
- Library: 200 sq. ft.
- Office: 100 sq. ft.
- Counseling + Principal Room: 100 sq. ft.
- Washroom, Kitchen, Toilet: 100 sq. ft.

2.2 The Franchisee shall provide adequate furniture, electricity, fans, lights, drinking water, CCTV surveillance, and hygiene facilities.

### **3. MODE OF TRAINING**

3.1 The Franchisee shall deliver Offline and/or Online training based on student enrollment and course nature.

### **4. FRANCHISE FEES AND PAYMENTS**

4.1 The Franchisee shall pay the Franchisor the following non-refundable fees:

- Franchise Fee: Rs. 49,999/- (one-time)
- Per Trade Fee: Rs. 25,000/- per trade

4.2 All payments shall be made via bank transfer or cheque to the account notified by the Franchisor.

### **5. FRANCHISOR SUPPORT**

The Franchisor agrees to provide the following support:

- Branding and authorization
- Enrollment in EEA-certified training programs
- Teacher/staff salary structure guidance
- Student certificates (Govt. registered)

- IT industry training & internships
- Marketing assistance
- Student kits including ID card, dress, and bag
- Placement references (up to 3 interviews)

## **6. STUDENT ADMISSION & PLACEMENT**

6.1 The Franchisee shall admit students meeting the eligibility of 10th or 12th pass.

6.2 Upon successful completion of training and internal assessment, the Franchisor shall award certificates and provide internship & placement support aligned with IT industry standards.

## **7. PROFIT SHARING**

7.1 Profit sharing shall be on a **50:50 basis**:

- 50% to Franchisor
- 50% to Franchisee

7.2 Annual profit expectation for a standard intake (30 students): Rs. 12–15 Lakhs.

## **8. BRANDING AND INTELLECTUAL PROPERTY**

8.1 The Franchisee shall use the brand name, logo, and materials of the Franchisor only with prior written approval.

8.2 The Franchisee shall not use the brand for unrelated or competitive business purposes.

## **9. TERM AND TERMINATION**

9.1 The term of this agreement shall be 3 years, subject to renewal based on performance.

9.2 Either party may terminate the agreement by giving 60 days' written notice, with valid reason. Breach of terms may result in immediate termination.

## **10. CONFIDENTIALITY**

Both parties agree to keep all operational, technical, and student-related information strictly confidential and not to disclose to third parties without mutual consent.

## **11. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of India, and any disputes arising shall be subject to the exclusive jurisdiction of the courts in Kolkata, West Bengal.

## **12. MISCELLANEOUS**

12.1 No partnership, employment, or joint venture is intended by this Agreement.

12.2 All notices shall be sent in writing to the registered addresses stated herein.

12.3 This Agreement represents the entire understanding between the parties and supersedes any prior arrangements.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date

**FOR THE FRANCHISOR**

**FRANCHISOR OFFICE SEAL**

Signature: \_\_\_\_\_

Name:

Designation:

Date:

**FOR THE FRANCHISEE**

**FRANCHISEE OFFICE SEAL**

Signature: \_\_\_\_\_

Name:

Designation:

Date: