

# AGREEMENT

This agreement, entered at Kochi Dt : \_\_\_\_\_ between Council for Welfare for School Educators (Ltd), New Delhi , herein after Called, the First Party and ..... herein after called, the Second Party.

## PREAMBLE

The first party is the educators' company established for extending quality educational training and welfare projects for educators. The first party has started Montessori teachers self employment programme and has already accorded permission by the All India Private Schools Association, New Delhi, agency of Rabindranath Tagore University, Bhopal, the part of AISECT group of university to conduct online Training courses for pre-primary and Montessori teachers all over India and the university will conduct exams and award certificates Signed by its authorized signatories with the seal and logo of the university to the candidates who have passed the examinations.

On the basis of this agreement and Montessori teachers self employment programme, the first party has developed the curriculum, syllabus and course modules for the Pre-primary and Montessori teachers which will be disseminated online and they seek Training extension centers to supervise, and act as the responsible representatives of the first party in this endeavor. The second party has agreed to associate with the first party and supervise the project and services by representing the first party for the successful implementation of the program. For the smooth implementation of the program both the first party and second party are bound by certain terms and conditions which are described as the responsibilities of the parties and both first party and second party agreed to fulfill these conditions given here under.

## **TERMS AND CONDITIONS**

1. The first party agrees to conduct online classes with a prescribed time schedule and maintain proper communication with the partnering institutions regarding the classes, trainings and projects.
2. The first party will provide necessary information regarding the conduct of the above mentioned courses and study materials, syllabus, necessary text books etc. to the second party and number of students enrolled and details of payment of the registrations fees and examination fees etc. prescribed by the first party in time.
3. The first party agrees to conduct online exams, evaluate the answer sheet and publish the result and arrange the award of certificates to the successful candidates in time. However, the first party is not responsible for the delay on the part of the University for awarding the certificates.
4. However in the case of such delays, it is the duty of the first party to contact with the university to speed up the process of issue of certificates
5. The total training period will be 1 year and the first party owns the responsibility to allow access to the online classes for all students and the conduct of self-employment project for the trainees after successful completion of the course.
6. As the agreement between the first party and second party is bilateral one, the second party cannot sell the syllabus, course content or text books etc pertaining to the course which is the exclusive property of the first party and the first party reserves the right to cancel the agreement unilaterally in case of any breach of contract found in this regard.
7. The first party has the responsibility to monitor the process of the program from enrollment to completion of the courses and maintain proper

and transparent communication with students and the partnering institutions regarding the course, practical examinations, results and certificates. The second party has no such liabilities except coordinating with the first part for the smooth functioning of the classes and exams.

8. The second party has the freedom to market for the course admission and taking admissions and also can act as the connecting link between the first party and students enrolled by them.

9. The second party should oversee the progress of the course, implementation of the project and report to the first party in the event of any deviation, defect or failure in time for taking remedial measures.

10. The second party agrees that the study materials for the program supplied by the first party are the intellectual property of the first party and will not use in any way reprint them or for any other commercial purpose or sales.

11. The revenue sharing mode will be 50 : 50 of the income between the first party and the second party after deducting 30% of the total course fee for University Registration. Balance 70% will be shared in 50:50 mode and the amount will be credited to the bank account of the second party when the students make the payment.

12. The second party is not authorized to conduct any other similar courses in their centre during the period of the agreement.

13. The second party is not authorized to collect the admission fees in their centres. The collection of fees should be made only through the payment gateway of the first party.

14. If any of the parties violate any of the terms and conditions mentioned in the agreement, the aggrieved party will be entitled to get the losses sustained by them from the party who has committed the breach of the agreement.

15. In the event of any dispute arising between the first party and the second party in respect of the terms and conditions of this agreement, the matter will be resolved by Courts having Kochi, Ernakulum Jurisdiction only.

Mutually agreed and signed at Kochi by the first party and second party on .....

Signature and seal of the first party

Name & signature of the second party

1. Witness:

2. Witness:

**Council for Welfare of School Educators (Ltd)**

16/488, Ground floor, Street No.15, Faiz Road, Karol bagh, New Delhi : 110005

Ph : 9446006641, 7025833331

Administrative Office : South Janatha Road, Palarivattom, Kochi – 25, Kerala

Email: [care@cwseindia.in](mailto:care@cwseindia.in), [cwseindia.ltd@gmail.com](mailto:cwseindia.ltd@gmail.com)

Website : [www.cwseindia.in](http://www.cwseindia.in)