

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this _____, Between **Prof. A. Jayaveerapandian, B.A. (Hons.)**, aged about 73 years, son of Late Shri. Ayyamperumal, Director, International St. Mary’s Maria Montessori Kindergarten and Nursery Teacher Training Centre, S/7, M.G. Road, Sastrinagar, Adyar, Chennai –20 of the first part herein after referred to as Principals (Partners) Herein after referred as Franchisee or their authorized representatives of other part.

Whereas the International St. Mary’s Maria Montessori, Kindergarten and Nursery Training center is desirous of giving Franchisee for.....,hereinafter referred to Franchisee has accepted to work as a Principals (Both Partners) under the following terms and conditions. Whereas the Principal have agreed to provide basic services for giving Montessori, KG and Nursery Training for teachers/ students in the assigned part of, and the Franchisee have agreed to take up the same.

1. RESPONSIBILITY OF THE FRANCHISEE:

i. Shall undertake to maintain the secrecy and confidentiality of the programs, mode of instructions and its methods, syllabus and program curriculum. These programming instructions and the syllabus shall always remain the exclusive property of International St. Mary’s Maria Montessori, Kindergarten and Nursery Training Centre. Any violation of the secrecy clause set out herein above shall entitle International St. Mary’s Maria Montessori, Kindergarten and Nursery Training Centre.

Shall conduct no activity, which shall be in nature competitive to this program without prior permission and written consent of the authorized Representative of International St. Mary's Maria Montessori Kindergarten and Nursery Training Centre.

- iii. Shall have the power to extend and spread the products offered in this Agreement of part there of to any part of,
.....
- iv. Shall provide classrooms and faculty for the conduct of the theoretical Sessions/ counseling sessions.
- v. Shall arrange to carry out evaluation of assignments.
- vi. Shall maintain complete record of all prospectus sold and the students enrolled at Franchisees's center, either in computer file or in register. It shall be requested to produce the register or computer file as and when demanded by any authorized representative of International St. Mary's Maria Montessori Kindergarten and Nursery Training Centre.
- vii. The payment and statement of accounts to be submitted on monthly basis before **10th of every month**, along with the payment by way of **cash or demand draft**.
- viii. Shall be responsible to complete both theoretical and practical sessions of the courses for which admissions have been made under the supervision of International St. Mary's Maria Montessori Kindergarten and Nursery Training center authorities.

xi Shall charge fees as fixed by International St. Mary's Maria Montessori Kindergarten and Nursery Training Centre.

xii. If the franchisee is not operating the centre for the period of 1 year from the date of the agreement, the agreement will be cancelled. But if they would like to renew the same, the goodwill amount should be paid again. In case If they want to discontinue the franchisee they should give written letter to the Head office before one academic year.

In case of either discontinuing or terminating the franchisee agreement the franchisee should submit and handover all the following particulars to the Head office

1. Admission register either Original/ Xerox copy
2. Application forms either Original/ Xerox copy
3. Receipt Books either Original/ Xerox copy
4. Examination answer papers of all the students
5. Albums and other related materials
6. The balance royalty amount if there is any as per the agreement.
7. The books provided by us, certificates, mark sheets, relevant materials, albums and other related matters.

xiii. If the franchisee wants to discontinue or terminating the franchisee, the franchisee should not run the same/similar type of teacher training centre of our integrated system (which is the brain child of Prof. A. Jayaveerapandian) by using our name or by modifying and changing the name or using our curriculum, syllabus, methodology, materials etc.

2. RESPONSIBILITY OF FRANCHISOR – INTERNATIONAL ST. MARY'S MARIA MONTESSORI KINDERGARTEN AND NURSERY TRAINING CENTRE.

i. International St. Mary's Maria Montessori, Kindergarten and Nursery Training Centre will supply necessary number of prospectus to the Franchisee according to their requirements.

ii. The Principal shall supply the necessary course materials to the Franchisee. The Director Prof. A. Jayaveera Pandian, Member AMI/AMS/NAEYC/AEA, after completion of the course, will issue the certificates and Diploma.

iii. The representative (First part) shall send necessary question papers, answer books to the franchisee for the students enrolled.

iv. The representative (First part) shall send such number of course materials may be required by the Franchisee (second part) within 15 days from the receipt of indent.

v. An amount of Rs. 75,000/- (Seventy Five thousand only) is payable to International St. Mary's Maria Montessori, Kindergarten and Nursery Training Centre as a **non –refundable goodwill** for operating Franchisee centre for.
.....,

vi The representative (First part) shall make arrangement for advertisement in the news paper for the mutual benefit for the period of four weeks in “The Hindu” Newspaper and the Franchisee is responsible for the advertisement in their local area.

vii. Sharing of fees: Fees for all the courses will be shared (30%-70%) Percentage between the Principal (30%) and the franchisee (70%).

3. AMENDMENT TO THE AGREEMENT

The obligations of the Franchisee and Principal have been outlined in this agreement. However during the operation of the Agreement, circumstances may arise which call for alteration or modifications of this agreement. These modifications/ alterations will be mutually discussed and agreed upon in writing.

4. PERIOD OF VALIDITY

This agreement shall be valid for five years from the date of signing the agreement but can be extended by mutual agreement.

5. ARBITRATION

The parties to the agreement shall settle any dispute arising with regard to any respect of this agreement through mutual consultations and agreements. In case, settlement is not arrived at, the dispute(s) will come under the purview of Arbitration and Conciliation act, 1996 of India and the area of jurisdiction will be Chennai.

**For International St. Mary's Maria
Montessori Kindergarten and Nursery
Training Centre**

PROF. A. JAYAVEERAPANDIAN, B.A. (HONS)

Witness:

Witness:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on thisBetween **Prof. A. Jayaveerapandian, B.A. (Hons.)**, aged about 75 years, son of Late Shri. Ayyamperumal, Director, **GLOBAL KIDS Pre-Play School**, S/7, M.G. Road, Sastrinagar, Adyar, Chennai –20 of the first part herein after referred to as PrincipalHerein after referred as Franchisee or their authorized representatives of other part.

Whereas the **GLOBAL KIDS** is desirous of giving Franchisee forhereinafter referred to Franchisee has accepted to work as a Principal under the following terms and conditions. Whereas the Principal have agreed to provide basic services for giving Integrated Montessori, KG and Nursery Training *students for the Global Kids* in the assigned part of and the Franchisee have agreed to take up the same.

RESPONSIBILITY OF THE FRANCHISEE:

- a. Shall undertake to maintain the secrecy and confidentiality of the programs, mode of instructions and its methods, syllabus and program curriculum. These programming instructions and the syllabus shall always remain the exclusive property of **GLOBAL KIDS**. Any violation of the secrecy clause set out herein above shall entitle **GLOBAL KIDS**.

- b. Shall conduct no activity, which shall be in nature competitive to this program without prior permission and written consent of the authorized Representative of **GLOBAL KIDS**. Also the franchisee agreement will be cancelled if the franchisee is not performing the teacher training centre continuously for one year from the date of an agreement.

But if they would like to renew the same, the goodwill amount should be paid again. In case, if they want to discontinue the franchisee they should give written letter to the Head office before one academic year.

c. In case of either discontinuing or terminating the franchisee agreement the franchisee should submit and handover all the following particulars to the Head office

1. Admission register either Original/ Xerox copy
2. Application forms either Original/ Xerox copy
3. Receipt Books either Original/ Xerox copy
4. Work sheets, Activity sheets of all the students
5. Albums and other related materials
6. The balance royalty amount if there is any as per the agreement.
7. The books provided by us, mark sheets, identity cards relevant Materials and other related matters.

d. If the franchisee wants to discontinue or terminating the franchisee, the franchisee should not run the same/similar type of play school of our integrated system (which is the brain child of Prof. A. Jayaveerapandian) by using our name or by modifying and changing the name or using our curriculum, syllabus, methodology, materials etc.

e. Shall have the power to extend and spread the products offered in this agreement of part there of to any part of

f. Shall provide classrooms and faculty for the conduct of the **GLOBAL KIDS** programme

g. Shall arrange to carry out evaluation of assignments.

h. Shall maintain complete record of all prospectus sold and the students enrolled at Franchisees's center either in computer file or in register.

i. It shall be requested to produce the register or computer file as and when demanded by any authorized representative of **GLOBAL KIDS**

- j. The payment and statement of accounts to be submitted on monthly basis before **10th of every month**, along with the payment by way of **cash or demand draft**.

Shall be responsible to complete all the portions for the kids for which admissions have been made under the supervision of **GLOBAL KIDS** authorities. Shall charge fees as fixed by **GLOBAL KIDS** Chennai. H.O.

RESPONSIBILITY OF FRANCHISOR GLOBAL KIDS

1. **GLOBAL KIDS** will supply necessary number of prospectus to the Franchisee according to their requirements.
2. The Principal shall supply the necessary course materials to the Franchisee.
3. The representative (First part) shall send necessary question papers, answer books to the franchisee for the students enrolled.
4. The representative (First part) shall send such number of course materials may be required by the Franchisee (second part) within 15 days from the receipt of indent.
5. An amount of **Rs.50, 000/- (Fifty thousand only)** is payable to **GLOBAL KIDS** as a **non –refundable goodwill** for operating Franchisee centre for
6. The representative (First part) shall make arrangement for advertisement in the News paper for the mutual benefit for the period of four weeks in “The Hindu” Newspaper and the Franchisee is responsible for the advertisement in their local area. .
7. **Sharing of fees: Fees for all the courses will be shared (40%-60%) Percentage between the Principal (40%) and the franchisee (60%).**

AMENDMENT TO THE AGREEMENT

The obligations of the Franchisee and Principal have been outlined in this agreement. However during the operation of the Agreement, circumstances may arise which call for alteration or modifications of this agreement. These modifications/ alterations will be mutually discussed and agreed upon in writing.

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This agreement shall be valid for five years from the date of signing the agreement but can be extended by mutual agreement.

ARBITRATION

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For *GLOBAL KIDS*

PROF. A. JAYAVEERAPANDIAN, B.A. (HONS)

Witness:

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