

Dated \_\_\_\_\_

**FRANCHISE AGREEMENT**

**By and Amongst:**

**ST.JOSEPH INSTITUTE OF INTEGRATED SCIENCE AND TECHNOLOGY  
JIIST (“Franchisor”)**

**AND**

\_\_\_\_\_  
**(“Franchisee”)**

## FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is entered at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### BY AND BETWEEN

**ST.JOSEPH INSTITUTE OF INTEGRATED SCIENCE AND TECHNOLOGY** a private Institute company incorporated under the Companies Act, 1956, having its registered office at \_\_\_\_\_, India (hereinafter called the "Franchisor") and which term shall unless excluded by or repugnant to the context mean and include its heirs, successors, administrators etc. acting through its Director/authorized signatory \_\_\_\_\_, duly authorized vide board resolution dated \_\_\_/\_\_\_ in this regard, of the **FIRST PART**.

### AND

\_\_\_\_\_ an individual/partnership/corporation/limited liability company incorporated under the laws of India, holding TIN \_\_\_\_\_ and PAN \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter called the "Franchisee") and which term shall unless excluded by or repugnant to the context mean and include its heirs, successors, administrators etc. acting through its authorized signatory \_\_\_\_\_, duly authorized vide board resolution dated \_\_\_/\_\_\_ in this regard, of the **SECOND PART**.

In this Franchise Agreement, the meanings set forth for defined terms in this Agreement and all pronouns shall be equally applicable to both the singular and plural, masculine, feminine or neutral forms as the context may require.

The "Franchisor" and the "Franchisee" are also referred to individually as "Party" and collectively as "Parties"

### RECITALS

**A. WHEREAS**, the Franchisor is into the business of providing consultation service regarding overseas higher education, work and study program etc. under the brand name "**ST.JOSEPH INSTITUTE OF INTEGRATED SCIENCE AND TECHNOLOGY**" (hereinafter referred to as the "Brand").

**B. WHEREAS**, the Franchisor has developed its consultancy business under the Brand name "**ST.JOSEPH INSTITUTE OF INTEGRATED SCIENCE AND TECHNOLOGY**" and the Franchisee aims to develop a franchise model on the same (hereinafter referred to as the "Franchise Business").

**C. WHEREAS**, the Franchisor is aiming to expand its Services (defined below) in a franchisee owned franchise operated (FOFO) under its Brand.

**D. WHEREAS**, the Franchisee desires to associate itself with the Brand by becoming a franchisee in the specified Territory. The Franchisee has approached the Franchisor for the same, on the following terms and conditions as elaborated in detail and constitutes a vital part of this Agreement. The Franchisor has agreed in principal for giving the Franchise on relying upon the representations made by the Franchisee.

**E. WHEREAS**, notwithstanding the terms and conditions contained herein, the relation between the Franchisor and the Franchisee will be that of independent entities and not as principal and agent. Hence for any acts of omission or commission done by Franchisee, the Franchisor will not be responsible in any manner whatsoever. NOW THEREFORE, the parties hereto intending to be legally bound in consideration of mutual Agreements and covenants contained herein do hereby agree as follows:

## **ARTICLE - 1**

### **DEFINITIONS AND INTERPRETATIONS**

In this Agreement, unless the context otherwise requires, the following words shall have the meaning ascribed thereto when used in capitalized form elsewhere in this Agreement:

(a) “Agreement” means this Franchise Agreement executed between Parties.

(b) “Applicable Law” means all local laws applicable to the Franchisee business or Centre, including Acts, statutes, by-laws, rules, regulations, orders and ordinances together with all codes, guidelines, policies, notices, direction, directives and standards of any governmental authority which are legally mandatory in nature affecting obligations of either of the Parties.

(c) “Approvals” means any approval, consent, permit, license, authorization, certificate, exemption, filing, registration, ordinance, guidelines, policies, notices, direction, directives and standards of any Governmental Authority which are legally mandatory in nature and/or other requirements, which are required under Applicable Law.

(d) “Centre” means and includes the centre identified and situated at \_\_\_\_\_  
(‘Location’) admeasuring \_\_\_\_\_ sq. ft. and established exclusively for providing Services under Brand name “ST.JOSEPH INSTITUTE OF INTEGRATED SCIENCE AND TECHNOLOGY” in terms of the present Agreement.

(e) “Confidential Information” means any documents, data, or information related to the Franchisor’s business that is not generally known to the public including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as (a) financial information; (b) technical information, including but not limited to research, development, procedures, data, designs, and Technical know-how; (c) business information, including but not limited to products, operations, planning, marketing interests, and products disclosed by Franchisor to the Franchisee; (d) Personal information of any customers (e) all information or data which Franchisee has access in connection with performance of the present agreement, whether before or after execution of the present agreement

(f) all confidential or proprietary concepts, documentation, reports, lists, files, data, specifications, Software, source code, object code, flow charts, databases, data files, inventions, information, know-how and trade secrets, whether or not patentable or copyrightable.

(f) "Force Majeure" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which Franchisee could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a governmental authority, nor the performance, non-performance or exercise of rights under any agreement with Franchisee by any lender, landlord, or other person shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. For the avoidance of doubt, Franchisee's financial inability to perform or Franchisee's insolvency shall not be an event of Force Majeure hereunder.

(g) "Intellectual Property Rights" means all intellectual property rights owned at present or in the future to be owned by Franchisor including but not limited to name, marks, characters, artwork, designs, trade names, trademarks, or Service marks, training material, marketing material that is in tangible or other electronic form or medium, copyright, technical know-how, all system and process specific information, domestic or foreign letter patent, patent, patent application, patent license, inventions, invention disclosures, software or software usage rights, formulae & processes, proprietary data and data bases; for all other similar items of intellectual property, whether registered or not, including any rights created by use thereof used or permitted to be used by Franchisor.

(h) "Operational Manual" or "Manual" or "Guidelines" means expression of procedure, specification or method of construction, selection, operation, administrative functions, modes, techniques, scheduling, evaluation, training, marketing, technical, teaching, and specifications in relation to provisioning or Services the conduct of the Centre, administration and operation of Centre or any other instruction as may be specified or adopted by Franchisor, from time to time in its sole discretion.

(i) "Services" means the services provided at the Centre which shall mean and include but not limited to providing consultation service regarding overseas higher education, work and study program etc., and other services provided for the operation of the Franchise Business at the franchise Centre as prescribed by the Franchisor from time to time under the brand name "ST.JOSEPH INSTITUTE OF INTEGRATED SCIENCE AND TECHNOLOGY".

(j) "Software" means operational software provided to the Franchisee by the Franchisor under this Agreement by virtue of the franchising rights extended under this Agreement towards operation of the Franchise Business.

(k) "Territory" means the geographic area of \_\_\_\_\_.

## **ARTICLE 2**

### **APPOINTMENT AND GRANT OF LICENCE**

1. The Franchisor hereby grants to the Franchisee, an Exclusive right to establish and to operate within the defined Territory, the Franchise Business at the Centre under the Brand name under the specific conditions hereinafter set forth.

2. In consideration of receipt of the consideration and subject to the terms and conditions of this Agreement, and Franchisor hereby grants Franchisee personal, Exclusive, non-transferable, limited right and license to run and operate under Brand name "ST.JOSEPH INSTITUTE OF INTEGRATED SCIENCE AND TECHNOLOGY"

~~the provisions of Sections 17(1) and 17(2) of the Intellectual Property Rights Act, 1999 or~~

3. Franchisee disclaims all and any right, title or interest in the Intellectual Property Rights, Software, technical know-how, Confidential Information, training material, or goodwill of Franchisor derived there from including pursuant to this Agreement apart from expressly granted under Article II above and Franchisee specifically agrees and undertakes that Franchisee shall not:

- a. Assert any right in excess of those conferred under present Agreement, or
- b. question, dispute or otherwise assail the validity, right, title, interest of Franchisor in the Intellectual Property Rights owned thereto, or
- c. either directly or indirectly through its affiliates or through any other business entities of whatever description employ, claim, assert or hold-out any intellectual property right similar to the Intellectual Property Rights of Franchisor.

4. Franchisee understands and specifically agrees that this Agreement does not and shall not create a “Technology transfer” agreement under any circumstances for the reason that (a) the technology (including any software, processes, procedures, curriculum and the training methodologies) made available under this Agreement is not an integrated part of a technology chain for production or management purposes and (b) the technology (including any software processes, procedures, curriculum and the training methodologies) will have its own technology license. Franchisee will not hold itself out as Franchisor’s technology recipient and will not attempt to identify Franchisor as a technology provider under this Agreement.

5. The licenses granted under this Article shall be valid and operative only during the Term of this Agreement and shall automatically be revoked/ cancelled upon expiry of the Term or earlier termination of this Agreement.

### **ARTICLE 3**

#### **LICENSES/ PERMISSIONS**

1. All legal formalities such as obtaining the trade license, all or any permission under any statute or by law or rules of government or local bodies etc, compliance with the local municipal laws, obtaining the insurance etc. shall be complied with and carried out by the Franchisee at its own cost and responsibility before starting the Franchise Business and the Franchisor shall be fully absolved of any non-compliance of the same.

2. The Franchisee confirms to provide the Franchisor with a copy of all such licenses, compliances etc which is acquired for the purpose of the Franchise Business.

3. Franchisee understands that obtaining approvals or consents, whatsoever, required for performance of its obligations and effective implementations of various terms and conditions under the present Agreement under the applicable laws, either as condition precedent or during subsistence of the present

Agreement is sole responsibility of the Franchisee and under no circumstances; it may be deemed to be the responsibility of Franchisor to obtain any such approvals or consents.

4. During the Term and within the Territory, the Franchisee shall all time will remain as main Franchisee during the Term and within the Territory of the Agreement.

#### **ARTICLE 4**

##### **ADVERTISING AND MARKETING**

1. Franchisee shall not advertise or use in advertising or any other form of promotion, the Brand name "ST.JOSEPH INSTITUTE OF INTEGRATED SCIENCE AND TECHNOLOGY" without the appropriate trademarks and copyright notice, specifying the Franchisor's claim for registrations of the marks.

2. The Franchisee shall appoint associates for conducting and contributing for various advertising campaign through print media and electronic media for promotion in their respective city/zone, under the brand name "ST.JOSEPH INSTITUTE OF INTEGRATED SCIENCE AND TECHNOLOGY".

3. The Franchisee shall take prior written approval of the Franchisor for conducting any advertising campaign through print, audio and electronic media.

4. The Franchisee shall take prior written approval of the Franchisor in respect of the material and format of the various advertising campaign through print, audio and electronic media.

#### **ARTICLE 5**

##### **FRANCHISEE'S OBLIGATIONS**

The Franchisee's obligations during the tenure of this Agreement include the initial as well as the on-going obligations:

1. To carry the Site and Centre feasibility studies for the Franchise Business.

2. To commence the Franchise Business from the Effective Date.

3. To provide assistance in organizing launch promotions and initial marketing for Franchise Business.

4. The Franchisee shall do and maintain the fit outs of the Centre as per the specifications of the Franchisor.

5. The Franchisee shall bear all expenses incurred in lieu of setting up the Centre, its décor, designing etc., as per specification of the Franchisor encompassing the floor plan layout, Interior, design and material, colour etc. in designing of the Centre and the infrastructure facilities/ material are installed as per the infrastructure specifications of the Franchisor.

6. The Franchisee shall bear all expenses relating to operational expenses, maintenance, emoluments of the employees, training expenses, and any other expenses related to the Franchise Business.

7. Be responsible for the cost of consumables like water, electricity, telephone bills, or any other expense incurred in running the Centre under the scope the Franchise Business.

8. The Franchisee shall generate leads for the business as per the guidelines mentioned in the Operational Manual.

9. The Franchisee shall at all times maintain the Centre in the highest degree of sanitation, hygiene, repair and cleanliness. The Franchisee hereby agrees to make any additions, alterations, repairs and replacements at the interval of **every three (3) years** or at the time that the Franchisor may reasonably require including, but not limited to such periodic repainting, equipment repairs and replacement of obsolete signs, furniture, fixtures, equipment, and floor coverings (including carpet and tile) as the Franchisor may reasonably direct.

10. The Franchisee shall maintain at all times the interior and exterior of the Centre in a good state of repair and decoration subject to wear and tear of normal use. If, at any time, the Franchisor is reasonably of the opinion that the Franchisee is not complying with such obligations, the Franchisor shall notify to the Franchisee, the action it requires from the Franchisee in order to ensure compliance with such obligations. In such event, the Franchisee shall, at its own expense, comply with such requirements forthwith within thirty (30) days of receipt of such notice. In the event of non-compliance on the part of the Franchisee within (30) days of receipt of such notice the Franchisor shall do the same at its own cost and the said expenditure shall be deducted from the Security Deposit provided on behalf of the Franchisee.

11. The Franchisee shall buy all the equipment's for the purpose of the Franchise Business as required by the Franchisor from the Franchisor or the authorized vendor for providing the Services in the Centre.

12. The Franchisee shall only provide Services under the brand name "ST.JOSEPH INSTITUTE OF INTEGRATED SCIENCE AND TECHNOLOGY" at the Centre as approved by the Franchisor and shall not utilize the premises to provide any other Services under any other brand name without the prior approval of the Franchisor.

13. The Franchisee shall take prior approval through letter, email etc. of the Franchisor before doing any kind of marketing/advertisement/publicity or promotion for Franchise Business.

14. The Franchisee shall at all times during the subsistence of the present Agreement, keep required number of qualified and experienced staff at the Centre for the Franchise Business, wherein, their roles and responsibilities should be as defined by Franchisor and their headcount, qualifications, experience and profile are to be known and as defined by Franchisor.

15. The Franchisee shall ensure that all staff members attend the initial training provided by the Franchisor before the commencement of the Franchise Business.

16. The Franchisee shall not offer for Services at a price more than that fixed by the Franchisor. The Franchisee shall only quote the prices decided by the Franchisor for the running of Franchise Business. Although Franchisee can avail certain commission over few Services with the prior consent of the Franchisor. Further The Franchisor shall nor demand any Royalty over this commission.

17. In case of any complaints received regarding the quality of services of the Centre, the Franchisee shall offer a quick grievance redresses mechanism and in case of the customer approaching the court, the liability for any penalty imposed or any other action will solely rest with the Franchisee and there shall be no liability of the Franchisor.

18. The Franchisee covenants with the Franchisor that all the promotional/advertising schemes which will be introduced by the Franchisor will have to be duly honoured by the Franchisee and all the financial burden by giving discounts if any will be borne by the Franchisee and no other.

19. Furnish the Franchisor with the copies of all insurance policies required by this Agreement, or by lease, or such other evidence of insurance coverage as may be required.

20. The Franchisee shall ensure full compliance by itself and its staff of the standards and policies of the Franchisor, including compliance with Operational Manual.

21. The Franchisee shall place upon all letter heads, stationery, bills, invoices and all other documents and literature used in connection with the Franchise Business, in such manner and place as the Franchisor may provide.

22. The Franchisee shall ensure that it does not, directly or indirectly, circumvent, interfere or contact customers introduced by the Franchisor to the Franchisee under this Agreement, without the prior written permission of the Franchisor.

23. The Franchisee agrees to maintain all insurance as is necessary to maintain general liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in connection with the conduct of the Franchisee's duties hereunder. The Franchisee will provide thirty (30) days' prior written notice to the Franchisor of any material modification, cancellation, or expiration of such policy and will furnish to the Franchisor annually a copy of the certificates of insurance or other evidence requested by the Franchisor that such insurance coverage is in force.

## **ARTICLE 6**

### **FRANCHISOR'S OBLIGATIONS**

The Franchisor's obligations during the tenure of this Agreement include the initial as well as the on-going obligations:

1. To permit the Franchisee to carry on the Franchise Business for operating and promoting under the name and style of "ST.JOSEPH INSTITUTE OF INTEGRATED SCIENCE AND TECHNOLOGY".

2. To provide Franchisee with the charges/ fee allocated for various Services provided in the Centre. The fee structure shall be updated by the Franchisor from time to time.

3. Procurement of all types of goods is used for the Franchise Business. The same shall be provided to the Franchisee, at a cost, by the Franchisor for operation of the Franchise Business.

4. To provide the details of the vendors/dealers for purchasing the equipment's, and other products required for the Franchise Business.

5. To provide training and support to the Franchisee or his appointed personnel for enabling them to effectively carry out the Franchise business.

6. The Franchisor shall provide training to the Franchisee for the operation of the Franchise Business.

7. The Franchisor shall provide the Franchisee with the brochures, pamphlets and flex banners for the advertisement purposes. The cost for the same shall be borne by the Franchisee.



8. To provide at cost to Franchisee, the design of the forms, bills format and stationery at cost including reasonable handling charges to the Franchisee.
9. The operational Software will be provided by the Franchisor at the cost of the Franchisee for maintaining the uniformity of data of customers.
10. The Franchisor may assist in monitoring and managing the Franchise Business to make sure that the best business practices get implemented at the Franchisee's end to run it on profit.
11. The Franchisor may also provide regular advice on administrative issues as the Franchisor may deem fit.
12. The Franchisor will also take care of quality of Services to be delivered at the Franchisee's end as well as to the customers/parents of the children, through regular interactions, surprise visits at the Franchisee centre etc.
13. Franchiser authorizes the Franchisee to conduct business with strategies suitable to the territory's market.

## **ARTICLE 7**

### **LOCATION AND AREA OF TERRITORY**

**1. Location of the Centre:** The Franchisor has the right to approve or disapprove a location of the Centre based on such factors as it deems appropriate, including the condition of the premises, demographics of the surrounding area, proximity to potential clients, lease requirements, proximity to major roads and overall suitability. Neither is the Franchisor's assistance nor approval is intended to indicate that the Franchise Business will be profitable or successful at the Centre. The Franchisee is solely responsible for finding and selecting the Centre.

**2. Lease of Centre:** Promptly following Franchisee's receipt of acceptance, Franchisee shall proceed to negotiate a lease or purchase agreement for the site to which the acceptance relates. The Franchisor shall not unreasonably withhold its approval to the Franchisee's review of a lease or purchase agreement or, any advice or recommendation offered by the Franchisor shall not constitute a representation or guarantee that the Franchisee will succeed at the Centre nor constitute an expression of the Franchisor's opinion regarding the terms of such lease or purchase agreement. The Franchisor shall be entitled to require that nothing therein contained is contradictory to or likely to interfere with the Franchisor's rights or the Franchisee's duties under this Agreement. A proposed lease shall include, among other items, the following terms and conditions: (a) The premises shall be used solely for the operation of a Centre; (b) The lessor shall consent to Franchisee's use of such proprietary marks and signage as Franchisor may prescribe for a Centre; (c) Franchisor shall have the option to assume all of Franchisee's rights under the lease, including the right to assign or sublease, for all or any span of the remaining term of the lease, upon Franchisee's default or termination under such lease or under the Franchise Agreement. Concurrently with the execution of the lease, Franchisee shall execute a conditional assignment assigning all Franchisee's rights under the lease to Franchisor upon such termination of the lease or the applicable Franchise Agreement; (d) A provision requiring the lesser to provide the Franchisor with a copy of any written notice of deficiency sent by the lesser to the Franchisee and granting to the Franchisor in its sole discretion and sole option the right (but not the obligation) to cure any deficiency under the lease should the franchisee fail to do so within fifteen (15) days after the

Expiration of the period in which the franchisee may cure the default; (e) A provision allowing the Franchisor upon expiration or termination of the lease, to enter the premises and remove any signs containing the trade marks.

**3. For any property related dispute/issues**, if any, arising between the Franchisee and the lesser, the Franchisor will be totally independent from being dragged into such issues and both the Franchisee and the lesser will try to resolve the matter within ten (10) days. On further pendency of the deadlock, it will give the Franchisor the right to exit from the Agreement at its will without giving any notice at the cost and consequences of the Franchisee.

**4. Development of the Centre:** The Franchisor shall make available to the Franchisee, at no charge to the Franchisee, copies of standard plans and specifications (but not construction drawings or blueprints) for the development of the Centre, including specifications for exterior and interior design and layout, fixtures, equipment, decor and signs. Such plans and specifications are subject to alteration as may be necessary in the Franchisor's sole discretion. The Franchisee shall cause the Centre to be developed, equipped and improved in accordance with such plans and specifications.

**5. Use of the Centre:** The Franchisee shall not use the Centre for any purpose other than for the operation of the Franchise Business during the working hours; in full compliance with this Agreement and the Operational Manual, unless prior approved in writing by the Franchisor.

**6. Relocation:** The Franchisee shall not relocate the Franchised Business without the prior written consent of the Franchisor, which may be withheld or delayed at the Franchisor's sole discretion. If the lease for the Centre expires or is terminated without the fault of the Franchisee or if the Franchised Business premises is destroyed, condemned or otherwise rendered unusable or as otherwise may be agreed upon in writing by the Franchisor and the Franchisee, the Franchisor may in its reasonable discretion, allow the Franchisee to relocate the Franchise Business. Any such relocation shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth in this agreement. The Franchisor has no obligation to provide relocation assistance. If the Franchisor and the Franchisee do not agree upon a substitute location within ninety (90) days after the lease expires or is terminated or the Centre is rendered unusable, this Agreement will terminate.

## ARTICLE 8

### TERM, TERMINATION AND RENEWAL

1. Effective Date and Term: The effective date of this Agreement is \_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_ ('Effective Date') and the Term of this Agreement shall be for a period of **Five (05) years (Term)** from the date of its execution.

2. Lock-in Period: The Franchisee hereby agrees to compulsorily adhere to a minimum lock-in period of \_\_\_\_ years, wherein the Franchisee shall be hereby forbidden from terminating this Agreement, before the end of such lock-in period. However, in case the Franchisee chooses to terminate the Agreement within the lock-in period, the Franchisee shall necessarily serve a 06 months' notice in advance to the Franchisor and also pay a penalty in the form of exit fee of INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) to the Franchisor for the same.

3. This Agreement shall terminate:

i. Upon a written notice of thirty (30) days served by either party by registered letter, return receipt requested.

ii. Upon any material breach of the Agreement by the Franchisee and subsequent failure to remedy the same within thirty (30) days upon a written notice served by the Franchisor.

iii. The Franchisee fails to comply with the Operational Manual, provided by the Franchisor.

iv. The Franchisee fails to comply with the consideration and remuneration grounds specified in Article. In case of repeated delays and irregularities in payment by the Franchisee.

v. The Franchisee is found selling or promoting products, under any other brand(s) in the Centre.

vi. Any violation or challenge to the Intellectual Property Rights of the Franchisor by the Franchisee or his affiliate or due to any of the activities of the Franchisee arising anywhere in the retail sector or distribution chain and/or violation by the Franchisee.

vii. If the Franchisee engages in any conduct prejudicial to the Franchise Business.

viii. The Franchisee goes into either compulsory or voluntary liquidation (except for the purpose of reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or if the Franchisee makes assignment for the benefit of its creditors generally or threatens to do the same or any judgment is made against the Franchisee or any similar occurrence in any jurisdiction that affects the Franchisee in any manner mentioned above.

ix. If any material change occurs in the management or control of the Franchisee particularly any change of directors or shareholders.

x. If Franchisee becomes bankrupt, insolvent, ceases transaction of business, commits any act of bankruptcy, re-organization, composition, or arrangement, or dissolves its business, this agreement may be immediately terminated by the Franchisor.

4. Right of Renewal: At the end of the initial term, this Agreement may be renewed for a further period of \_\_ years on such terms and conditions as may be mutually agreed between the parties to this Agreement. (a) The Franchisee shall give a written notice of his intention to either renew the Agreement or not, at least six (06) months prior to the expiry of the initial Term of this Agreement. The renewal shall only be effective provided that:-

i. The Franchisee has throughout the initial term properly observed and performed all its obligations under this Agreement and is not at the expiry date in default under any such obligations and hereby warrants the same to be done at renewal date;

ii. The Franchisee shall satisfy all the monetary obligations owed by it to the Franchisor;

iii. Prior to the expiry date, the Franchisee has undertaken, as the Franchisor may have requested, completed or agreed in writing to perform, at the Franchisee's sole expense, such maintenance, renovation, repairs and refurbishment of the Premises and the equipment, fixtures and fittings used in the Franchise Business as the Franchisor may require within the time prescribed by the Franchisor;

iv. Prior to the expiry date, the Franchisee has executed a Letter in such form as the Franchisor may reasonably require relinquishing any and all claims of whatsoever nature against the Franchisor, any holding, subsidiary or affiliate of the Franchisor or any shareholder, director, agent or employee of the Franchisor, or any other Franchisee of the Franchisor;

v. Prior to the expiry date, the Franchisee and any person employed by or concerned with the Franchisee in the operation of the business specified by the Franchisor (including without limitation any manager of the Business) shall have completed such re-training or refresher training (to the satisfaction of the Franchisor) at such time and at such place as the Franchisor may request;

## **ARTICLE 9**

### **EFFECT OF TERMINATION**

Upon termination of this Agreement for any of the reasons mentioned above the Franchisee shall:

1. Immediately cease to operate and conduct the Franchise Business and provide Services at the Centre; however it shall not be relieved of the obligation to pay any monetary dues to the Franchisor as per the terms of this Agreement.

2. The Franchisee shall furnish complete financial and non-financial details in the form and format as may be required by the Franchisor within seven (7) days of the termination of this Agreement.

3. The Franchisee shall have the obligation to tender payment of all outstanding Consideration due and payable in accordance hereunder.

4. The Franchisee shall execute such documents of severance and cessation as may be desired by Franchisor.

5. The Franchisee shall at first offer for sale to the Franchisor the fittings and fixtures, equipment's, medicines, raw materials, machinery etc. owned and used by the Franchisee in the Franchise Business. However, in case the Franchisor refuses to buy back the same, then the Franchisee shall dispose the same to anybody else within thirty (30) days of such refusal by the Franchisor.

6. Cease to exploit Brand name owned by the Franchisor or any company related to it and licensed to the Franchisee in respect of the Franchise Business and desist from using any mark confusingly or deceptively similar to the trade mark, service mark or logo and style of the Franchisor in any manner.

7. Unless otherwise authorized in writing by the Franchisor, remove or permanently cover all signs or advertisements identifiable in any way with the Franchisor and in the event of failure promptly so to do, to permit the authorized agents of the Franchisor to enter on the Premises for such purpose.

8. Deliver to the Franchisor all documents including without limitation Operational Manual, catalogues, instructions, notes, publicity promotional and advertising material, samples, letterheads, business cards relating to the business.

9. The Franchisor shall be entitled to immediately obtain an order of injunction in case the Franchisee or their partners/ directors despite termination continues to directly or indirectly uses or display the name, trademark, trade name, logo, goodwill or its past association with the Franchisee in any way or

manner. The Franchisee understands that no amount of money can compensate the Franchisor in this regard and the usage of the same shall cause irreparable loss and injury to the Franchisor.

**ARTICLE 10**

**APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

1. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with Indian Substantive and Procedural law, applicable to Agreements made and to be performed entirely therein.
2. The Parties shall attempt in good faith to resolve any dispute, difference or claim arising out of or in relation to this Agreement through mutual discussion. In case it is not resolved within thirty (30) days from receipt of the written notice (setting out the dispute or claim) by the other party, the complaining party may issue a notice of reference, invoking settlement of such dispute through Arbitration.
3. All disputes between parties shall be subject to exclusive jurisdiction of the courts of \_\_\_\_\_ only.
4. Arbitration: Any and all disputes ("Disputes") arising out of or in relation to or in connection with this Agreement between the Parties or relating to the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in \_\_\_\_\_, India in accordance with the terms of Indian Arbitration and Conciliation Act, 1996 or any amendments thereof. The language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole Arbitrator, who shall be appointed by the Franchisor only. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day year first above written.

**For: Franchisor**

**For: Franchisee**

ST. JOSEPH INSTITUTE OF INTEGRATED  
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Through its duly authorised signatory

through its duly authorised signatory

Name: \_\_\_\_\_

\_\_\_\_\_

**(Authorized Signatory with seal)**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_