

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 00-00-0000 between **PROF.A.JAYAVEERA PANDIAN B.A, (Hons)** aged 75 years, S/o.Ayyamperumal, Director, International Montessori Kindergarten and Nursery Training, No.45, Dr.Radhakrishnan Salai , Mylapore, Chennai-600004, of the First part hereinafter referred to _____ Hereinafter referred to as Franchisee or his /her authorized representative of other part.

Whereas the **“INTERNATIONAL MONTESSORI, KINDERGARTEN AND NURSERY TEACHER’S TRAINING CENTRE**, is desirous of giving franchisee for _____ Hereinafter referred to as the Franchisee and has accepted to work as Franchisee at _____ under the following terms and conditions.

Whereas the Principal has agreed to provide basic services for giving Montessori Training for Teachers / Students at _____ and the Franchisee agreed to take up the same in _____

I. RESPONSIBILITIES OF 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 Montessori Kindergarten And Nursery Teacher’s Training Centre”**

- ii. 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 Montessori, the Kindergarten and Nursery Teacher’s Training Centre.”**

- iii. Shall have the power to extend and spread the products offered in this agreement on part thereof to any part of the _____ by starting Franchisee centres.
- iv. The principal or the Franchiser shall not give any other Franchisee within the radius of 10 kms from the Franchisee centres.
- v. Shall provide classrooms and Faculty for the conduct of the theoretical sessions / counseling sessions; Shall arrange to carry out evaluation of assignments;
- vi. Shall maintain complete record of all prospectuses sold and students enrolled at **FRANCHISEE** Centre _____ either in 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 Montessori, Kindergarten and Nursery Teacher’s Training Centre.”** The share payment and statement of accounts to be submitted on monthly basis along with the payment by way of demand draft before 5th of every month.
- vii. Shall be responsible to complete both theoretical and practical sessions of the courses for which admissions have been made under the supervision of **“International Montessori, Kindergarten and Nursery Teacher’s Training Centre Authorities”**.

**2. RESPONSIBILITY OF INTERNATIONAL MONTESSORI ,
KINDERGARTEN AND NURSERY TRAINING CENTRE**

- i. **International Montessori, Kindergarten and Nursery Teacher's Training Centre**, shall supply the necessary course materials to _____ and the certificates will be issued by the Director **Prof. A. Jayaveera Pandian**, Member of AMI / AMS, after completion of the course.
- ii. **International Montessori Kindergarten and Nursery Teacher's Training Centre** shall send within 15 days, from the receipt of indent from The *FRANCHISEE* such number of course materials as may be required by the *FRANCHISEE*.
- iii. An amount of _____ is payable to **“International Montessori Kindergarten and Nursery Teacher's Training Centre”** as a goodwill for the Franchisee which is **NON-REFUNDABLE** Amount.
- iv. Sharing of fees **30%:70%** Fees for all the courses will be shared by **“International Montessori Kindergarten and Nursery Teacher's training Centre”** and *THE FRANCHISEE* as per the details given hereunder:
- v. The first five sets of books will be provided by us and from the sixth set , books will be issued only on payment. Certificates, mark sheets will be provided by us for five years.

A. AMENDMENT TO THE AGREEMENT

The obligations of *THE FRANCHISEE* and “**International Montessori Kindergarten and Nursery Teacher’s Training Centre**” 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 modification/ alterations will be mutually discussed and agreed upon in writing.

B. PERIOD OF VALIDITY

This agreement shall be valid for 5 years from the date of signing the agreement but can be extended by mutual agreement by renewal payment.

1. The franchisee should renew their franchisee agreement before the expiry date. In case, if they want to discontinue the franchisee they should give written letter to the Head Office before one academic year.
2. If the franchisee wants to discontinue or terminate 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.

C. ARBITRATION.

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the agreement. 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 in Chennai.

For

For

**International Montessori
Kindergarten & Nursery Teacher's
Training Center**

(Prof. A. JAYAVEERA PANDIAN)
(Director)

WITNESS

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