

D R A F T

MEMORANDUM OF UNDERSTANDING (MOU) FOR MOTHER FRANCHISEE

The memorandum of understanding (MOU) is entered on thisday of 20..... at By and between **ASHADIP MEDICAL AND SOCIAL WELFARE ASSOCIATION (NGO)** having It`s Regional Office : Pirbaba Tower,O,T Road Inda,Canara Bank Building,P.O-Inda, Kharagpur,Dist-Paschim Medinipur,State-West Bengal,Pin 721305

AND

..... having its Registered Office Represented It`s,..... Mr.....,At.....,PIN.....,hereinafter referred to as MOTHER FRANCHISEE CUM HEAD OF THE ADMINISTRATOR FOR THE LOCATION UNDERBLOCK, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assignee`s of the

OTHER PART

RECITAL Whereas **ASHADIP MEDICAL AND SOCIAL WELFARE ASSOCIATION(NGO)** is having a network of about more than 5500 CDA,MARKETING MANAGER,DEVELOPMENT OFFICER,ADVISOR,SPECIFIED PERSON AND ORGANIZER spread all over India for marketing Various Micro and Social Insurance Marketing, also marketing for Student admission for our various training centres and Donation collection for social work etc for our NGO . And whereas the **ASHADIP MEDICAL AND SOCIAL WELFARE ASSOCIATION(NGO)** is marketing various non Life Insurance products, Life Insurance products, MICRO Insurance business including govt. sponsored social oriented insurance schemes ,Donation collection for social work and New membership Registration. And whereas The Ministry of Finance has

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authorized the Insurer to market micro insurance including Universal Health Insurance Scheme(UHIS), Jan Suraksha Laghu Bima Policy, Uni Micro insurance policy, Aam Admi Bima Yojana etc. through intermediaries including Non- Government Organization (NGOs) And whereas **ASHADIP MEDICAL AND SOCIAL WELFARE ASSOCIATION(NGO)** has represented that it is willing to act as micro agent to distribution of micro , various social insurance policy/Schemes, self employment program, various skill training through its organization. And whereas subject to the aforesaid pre-conditions **ASHADIP MEDICAL AND SOCIAL WELFARE ASSOCIATION (NGO)** and **FRANCHISE CUM HEAD OF THE ADMINISTRATOR** have both agreed to enter into a Memorandum of Understanding that both parties would take all preparatory steps and other formalities in the matter. **ASHADIP MEDICAL AND SOCIAL WELFARE ASSOCIATION (NGO)** and **FRANCHISE CUM HEAD OF THE ADMINISTRATOR** have agreed to a broad strategies for marketing of Micro insurance business including social insurance policy/Schemes, self employment program, various skill training, and have agreed to execute a Memorandum of Understanding to finalize all details before commencing any operation.

FRANCHISE PROFILE:

YOUR INVESTMENT : The overall of a FRANCHISEE fees will be Rs.74,000/-(Seventy Four Thousand) not refundable as training ,advertisement materials, software also affiliation fees and including Govt. Training related all fees which will be valid for Four years. After four years the Agreement may be renewed, based on the performance and in such case the Franchisee will have to pay a non refundable business development fee of yearly Rs. 20,000/- .A Mother can open and run for one trade/course at a time through one training centre.

INFRASTRUCTURE:

- 1) Proper centrally located office with reception and one or more room extra Room for Business discussion.
- 2) Necessary office Furniture.
- 3) One computer including Table, chair, printer with internet connection for NGO staff use
- 4) One Telephone for Franchisee use and one Telephone for NGO staff use(NGO Telephone Bill will be paid by NGO)
- 5) For training centre minimum 3000 square feet area need for Class Room, Lab, Office, etc purpose but as per guideline of PMKVY/Sector Skill Council area of Training centre are variable For difference Trade.

Staff pattern for Training Centre (Aadhaar Card Mandatory)

<u>Sl. No</u>	<u>Post Name</u>
1.	Receptionist/ Front Office Coordinator
2.	Placement Coordinator
3.	Counselor
4.	Administration Officer
5.	MIS Coordinator(management information system)
6.	Mobiliser
7.	SPOC(Single Person of Contact)

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8.

Faculty

JOB ROLE WISE SOME COURSES MINIMUM LAB AND CLASS ROOM SIZE FOR BATCH OF 30 STUDENT

<u>Name of The job Role</u>	<u>Minimum Lab Size(In Square Feet)</u>	<u>Minimum Class Room(In Square Feet)</u>
Self Employed Tailor	330	250
Assistant Beauty Therapist	700	270
General Duty Assistant	700	300
Knotting Machine Operator	400	225

YOUR JOB

- 1) Arranging different advertisements & promotional campaigns in the area.
- 2) Arranging periodical Medical Camps.
- 3) Arranging CME programs for the local doctors of the respective area
- 4) Arranging Media coverage for different activities of the organization
- 5) Planning & Implementing Innovative marketing ideas for enhancement of business.
- 6) Login all business, Money Transfer to NGO Bank Account time to time and deliver money receipt, policy documents, Necessary Form, Xerox etc.
- 7) Run various schemes as per NGO Norms and through your infrastructure.
- 8) Opening New training Centre
- 9) Opening and Mobilization of New Sister and Mother Franchisee

““Products and Services” shall mean the following products & services:

- Filled Agent Recruitment through online
- Issue Money Receipt, Transfer amount to NGO Bank Account and Login time to time various premium.
- Micro Insurance including Health card SA 30,000/- Family Floater
- Aam Admi Bima Yojana
- Paramedical ,Nursing and various skill course admission
- Skill development and self employment various course and trade training centre opening

ROLES & RESPONSIBILITIES OF NGO

- That the NGO shall be responsible for communicating the process and procedures of recruitment of Filled staff to the Franchisee
- That the NGO shall be responsible for providing required documents to the Franchisee for recruitment of Filled staff and Training centre purpose

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- That the NGO shall be responsible for providing bank details to the Franchisee for depositing the registration, package , Donation fees and policy premium.
- That the NGO shall be responsible for intimating the changes in their bank details in case takes place to the Franchisee
- That the NGO shall be responsible for finalization of recruitment of Filled staff done by Franchisee as per the processes and procedures laid down by them after completion of due diligence of the recruitment of Filled staff done by Franchisee
- That the NGO shall be responsible for intimating the Franchisee about any refusal of recruitment of any Filled staff done by him with valid and acceptable reasons
- That the NGO shall be responsible for distribution of products and services offered by them under different schemes to the staff recruited by Franchisee through Franchisee
- That the NGO shall be responsible for providing training to the Franchisee thus recruited by Franchisee on operation and marketing of the products and services distributed by them
- That the NGO shall be responsible for providing required marketing support and operational support to the Franchisee related to their products and services
- That the NGO shall be responsible for providing regular updates to the Franchisee on their products and services
- That the NGO shall be responsible for monitoring the activities of Filled staff thus recruited by Franchisee from their end and passing on required feedback to the Franchisee related to the same
- That the NGO shall be responsible for communicating commission structure of each products and services to the Franchisee for him and their Filled staff
- That the NGO shall be responsible for intimating the changes in commission structure to the Franchisee for any one or all their products and services
- That the NGO shall be responsible for intimating the schedule of payment of commission to the Franchisee for him and their Filled staff
- That the NGO shall be responsible for payment of commission to the Franchisee and their Filled staff as per the schedule thus specified by them for release of commission and as per the structure for each valid and accepted transactions of each products and services
- That the NGO shall be responsible for updating the Franchisee about the daily transaction details of their Filled staff for each and products and services
- That the NGO shall be responsible for settlement and reconciliation of transactions of each Filled staff of the Franchisee in a regular interval
- That the NGO shall be responsible for payment of additional incentives to Franchisee or Franchisee on achievement of targets of each products and services as may be set by them in case the same is declared by them

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- That the NGO shall be responsible for settlement and reconciliation of the account of Franchisee in a regular interval
- That the NGO shall be responsible for resolution of complaints and grievances of Filled staff recruited by Franchisee in terms of operation of their products and services.
- That the NGO shall be responsible for initiating promotional activities for their products and services in the geographical locations of the Filled staff recruited by Franchisee jointly with Franchisee
- That the NGO shall be responsible for providing posters , banners and leaflets and other promotional materials to Franchisee for their Filled staff for their different products and services

YOUR CHARITABLE SERVICE FOR NGO : Necessary Scan, Email, Internet Service for NGO`S Staff and NGO`S Activity.

AREA OF OPERATION:

Franchisee can operate the activity within the any portion of India.

ADVERTISEMENT:

N.G.O will provide all necessary documents such as leaflets, banners, posters etc. required for the business. N.G.O will also bear necessary expenses for the major advertisement and promotional related to the business .However, if required, the Franchisee will contribute a part of the total expenses incurred for conducting any major promotional activity such as medical camps, seminars and CME program etc. Any local campaign/advertisement will be responsibility of the Franchisee.

VALITY:

This agreement will be valid for 4 (Four) years from the date of execution. After completion of 4(Four) years both parties may be mutual consent choose of yearly continue the validity of Agreement for its continuance.

EFFECTIVE DATE:

The parties hereby agree that the Effective date of the Agreement shall be the date from 1st day of next Month.

NO PARTNERSHIP OR AGENCY

Their Agreement is on a principal to principal basis and nothing in their Agreement (or any of the arrangements contemplated by it) shall be deemed to constitute a partnership or agency between any of the Parties and nothing shall entitle any Party to commit or bind any other Party in any manner.

INDEPENDENT RIGHTS

Each of the rights of the Parties hereto under their Agreement is independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under their Agreement or otherwise.

COUNTERPART

Their Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute their agreement by signing any one or more of such originals or counterparts.

VARIATION

NO VARIATION OF THEIR AGREEMENT SHALL BE BINDING ON ANY PARTY UNLESS SUCH VARIATION IS IN WRITING AND SIGNED BY EACH PARTY.

NO ASSIGNMENT

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Subject to as otherwise expressly permitted by the provisions of their Agreement, their Agreement is personal to the Parties and shall not be capable of assignment, except with the prior written consent of the all other Parties.

WAIVER

No waiver of any breach of any provision of their Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

SEVERABILITY

If any provision of their Agreement is invalid, unenforceable or prohibited by Law, their Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any of the Party hereto to the any other Party, and the remainder of their Agreement shall be valid, binding and of like effect as though such provision was not included herein.

CHANGE IN LAW

In case of any change in law that has an effect on the terms of their Agreement, the Parties agree that the Agreement would be reviewed, and if deemed necessary by the Parties, amended and/or renegotiated in good faith so as to reflect the commercial understanding between the Parties. Any schemes, earning career or product marketing may be stopped or changed or adjust new schemes or product time to time by NGO.

SUPERSESION

Except as otherwise agreed among the parties hereto, their Agreement constitutes the entire agreement of the parties hereto as to its subject matter and supersedes any previous understanding or agreement on such subject matter.

FORCE MAJEURE

The Parties hereby agree that an obstruction to service as a result of a force majeure event, such as fire, riot and civil commotion, enemy action, act of God and such like, not within the control of the parties hereto, so as to wholly or partially incapacitate the Parties thereof, neither Party shall hold the other Party responsible for any loss/damage/etc. caused on account of such force majeure event.

ARBITRATION

Any dispute or difference arising out of or in connection with or in relation to their Agreement, its performance, interpretation or breach or otherwise shall be resolved by a mutually agreed arbitration proceedings and the proceedings shall be governed by the Arbitration And Conciliation Act, 1996 or any enactment or modifications thereof a sole arbitrator shall be appointed by mutual consent of both the parties to resolve the dispute. The arbitration shall be held at Kolkata and the proceedings shall be conducted in English language. The arbitral award will be a reasoned award, and shall be final, conclusive and binding on the Parties. The fee of the arbitrator, and the costs for venue and related costs arising in the conduct of the arbitration will be equally shared by the Parties. The arbitrator will impose interest and costs on the Party found to be in default.

MODIFICATION/ ALTERATION OF AGREEMENT

During the term of this Agreement, if the parties to this agreement are desirous of effecting any changes in any terms contained herein, such changes shall only be effected in writing and duly signed by both parties and shall form an integral part of this Agreement.

NON EXCLUSIVITY

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It is agreed that Ashadip shall be entitled to appoint other Franchisee, on similar or other terms and conditions in the same District operating by the Franchisee and / or Ashadip may open and operate its own training center for imparting such training.

Ashadip shall have the right to open one more Centre to run the similar nature of courses. In case of Ashadip decides to open another centre, Ashadip will offer Franchisee as first choice to run this second centre and in case of unwillingness by Franchisee do so, Ashadip shall have the right to appoint any other party or to run itself the second centre as the case may be.

Notwithstanding anything contained above shall have an unqualified right to open one more Centre to run the similar nature of courses in case the Franchisee is in breach of any of the terms of this agreement which remains un-rectified within a period of 15 days of receipt of notice by Ashadip in this regard.

ACCOUNTS STATEMENT

Both the parties will Endeavour to exchange a statement of accounts once every month, which shall be reconciled within fifteen days. Both the parties shall be at liberty to ask for the statement of account at any time for their reconciliation.

LEGAL COMPLIANCE

The present agreement, and the imparting of all training programs at the proposed Centre, is subject to various audits as may be conducted periodically by various regulatory bodies. The Centre may be subject to audits by the, Indian Government Audits, Institute(s) etc, or any audits or scrutiny by any standard institutions.

It is made clear that in the event Ashadip being derecognized or de-licensed or any action is taken against it due to any reason the agreement shall stand terminated and Ashadip shall not be liable to Franchisee for any consequences.

GOVERNMENT POLICIES

The parties recognize that the operation of this agreement is subject to the continuance of the Government policies that have made it possible to impart such training in India. Ashadip states that the continued operation of this Agreement shall be subject to any restrictive or other changes in Government policies. In the event of any such change in the policies and laws or in the event of there being any such restriction upon the continuance of this agreement. Ashadip shall be entitled to withdraw from this agreement in such situation; Franchisee shall not have any right to claim any damages or compensation of any sort against Ashadip and it shall not be open to Franchisee to have the said Agreement specifically performed.

ENTIRE AGREEMENT

That the agreement embodies the entire contract between the parties hereto and the parties declare that in entering this contract, they do not rely upon any previous representation, whether express or implied and whether written or oral or any inducement, understanding or Agreement of any kind not included within the contract document and all prior negotiations, representations, agreements and understanding not included herein are hereby cancelled and the parties shall have no claim, rights in respect thereof and shall cease to have an effect upon entering into this Contract

INCOME OPPORTUNITY:

- 1) **Commission** : From any transaction 0.5 % (only Recruitment, Insurance, Donation and Social security schemes),
- 2) **Xerox** : Rs. 1.00/- for every A4 Size & for every legal Xerox
- 3) **Print** : Rs. 3/- for black and white(Money receipt), and Rs. 10/- for color print(Welcome Letter and ID Card)

- 4) **Lamination** : Rs. 5/- for ID Card of staff and Member card lamination
- 5) **From own Tie ups Franchisee and recruited filled staff:** Bonus 10 % from own Tie ups Franchisee and recruited filled staff`s income and six hundred for every Sister Franchisee Tie ups .
- 6) **Skill Training** : Monthly Rs. 3000/- for every residential student(Fooding and Lodging purpose) and Rs. 1000/- for every non residential student for own Training centre(Non paid course). Admission will be completed officially according to Govt./NGO guideline and order. For(Non paid course) Only Residential and more than six month duration course 30 % Payment will be paid after 30 days from officially online admission and Registration , 70 % will be paid after Passed of students. For Non Residential short course payment will paid after pass of the student. For paid course 30 % : 70 % payment will be Distributed Among NGO and Franchisee. Training center Establishment, Training related all payment ,Center Run/Mobilization and Faculty will be maintain by Franchisee.

Approximate Expenditure and Income for per Training Centre

Particular	Cost (INR)	Unit(#)	Total Cost (INR)
Furniture & Fixtures			
Computer Tables 2 computers at each center	3,750	2	7,500
Student chairs with writing pad	675	30	20,250
Electric items with fitting and labor work	10,000	1	10,000
Almirha-office	3,500	1	3,500
Flex Board- Front	2,000	1	2,000
Office Table-staff	4,000	1	4,000
Office Chairs- staff & Visitors	1,300	10	13,000
White Board	600	1	600
Notice Board	1,000	1	1,000
Teacher`s Desk	2,500	1	2,500
Fire Extinguisher	3,500	2	7,000
First-Aid Kit	3,000	1	3,000
Total			74,350

Particular	Cost (INR)	Unit(#)	Total Cost (INR)
Electrical Equipments			
Electric Fans	1,250	7	8,750
Aquagard	3,500	1	3,500
Biometric Attendance System	6,000	1	6,000
Exhaust Fan	1,500	1	1,500
Total			19,750

Particular	Cost (INR)	Unit(#)	Total Cost (INR)
Computers & IT Hardware			
Computers	20,000	1	20,000
Printer	12,500	1	12,500
CCTV Camera	25,000	1	25,000
Inverter/UPS	22,000	1	22,000
Total			79,000

Technique part	Cost (INR)	Unit(#)	Total Cost (INR)
Lab instrument	50,000	1 Trade	50,000
Affiliation purpose	74,000	1 Trade	74,000
Staff Payment	8,000/Month	1 Faculty	96,000
Office Staff	5,000/Month	4	2,40,000
Mobilization and advertisement cost	30,000	Whole year	30,000
Electricity and Telephone, paper work etc	36,000	Whole year	36,000
Total			5,26,000

Total Expenditure Rs. 6,99,100

For paid course : Course Fees Rs. 5800/- for Approx 6 Month Duration course

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Course Type	Cost (INR)	Unit(#)	Total Cost (INR)
Govt. Scheme (Free Course)	1,000 per month per student	1 Trade : Total Running student 120	1,20,000x12 =14,40,000
Paid Scheme	4,060 per student	1 Trade : Total Running student 120	Total student 240 yly 9,74,400

Total Income Rs. 24,14,400

Net Profit : First Year 24,14,400 -6,99,100 = Rs.17,15,300

Second Year 24,14,400-4,22,000 = Rs. 19,92,400

Third Year 24,14,400-4,22,000 = Rs. 19,92,400

Fourth Year 24,14,400-4,22,000 = Rs. 19,92,400

Total Profit = Rs. 76,92,500/-

NGO Membership Fees Yearly Rs. 300

OTHER INCOME AND OPPORTUNITY:

- 1) **Online payment** : Mobile, BSNL, New Pan card, Train ticket, Air ticket, For Employment-online application, online application, online application and print out for various Bank new account opening etc by NGO supported link and training (servicing charge as per local rate)
- 2) **Log Register** : Franchise will can be maintain log register by NGO`s software
- 3) **Ledger** : Franchise will can be maintain Ledger(pay and payment slip) by NGO`s software

OTHER SUPPORT

Franchise will can be supported from NGO for the postal charge for weekly sending hard all copy to the mapped NGO office

TRAINING FOR FRANCHISE STAFF /FACULTY:

The NGO shall impart at least three training at its own cost and know inability to FRANCHISE through its designated officers in local vernacular language to the designated persons of FRANCHISE in the NGO office for proper operate office, policy service, products, Class, Syllabus, software maintenances etc.

CONFIDENTIALITY:

The Franchise undertakes to protect the secrecy of all the data of NGO , NGO beneficiary/s and trade or business secrets of NGO and shall not share the same with any unauthorized person for any reason whatsoever with or without any consideration.

TERMINATION

Either party can terminate this agreement by giving 90 days clear notice. NGO the right to terminate the agreement without notice if :

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- a) The Franchise violates any of the terms and conditions of this agreement.
- b) NGO comes to know of wrong and fraudulent practices.
- c) NGO observes cases of overstay and over provisioning without adequate explanation.
- d) NGO observes the deficiency of infrastructure.
- e) NGO observes the application for yearly renewal are not received
- f) Any act, which in the opinion of the management is an act of dishonesty, disobedience, insubordination, inactivity, intemperance, irregularity in opening the office (office time 8.00 a.m to 6.00 p.m) or absence without information/leave or other misconduct or neglect of duty or incompetence in the discharge of duty on your part or non-achievement of business targets (monthly target minimum one lack) or the breach on your part of any of the terms, conditions or stipulations contained in this order. The franchisee fees will not be refund for any circumstances after or before the termination process completed.

All notices shall be served by sending the same by Registered A.D. Post / Speed Post / Couriers.

Notices addressed by Franchisee to Ashadip Medical and Social Welfare Association shall be at Ashadip Registered Office at +P.O+P.S-Sabang, Dist-Paschim Medinipur, Pin-721144

JURISDICTION

Any disputes, claim arising out of this agreement are subject to arbitration and jurisdiction of Kolkata courts. Any amendments in the clauses of the agreement can be effected as an addendum, after the written approval from both the parties. In witness thereof this agreement was executed by or on behalf of the parties the day and year first before written.

NGO Bank Details

Ashadip Medical & Social Welfare Association

State Bank of India

Sabong Branch

Current A/C Number 31707524591

IFS Code : SBIN0014096 MICR Number 721002607

ATTACHMENT COPY

- 1. Passport color photo
- 2. Address Prove 3. Leave & License in case Rental
- 4. Copy of pan card 5. Bank passbook first page Xerox/Cancel Cheque
- 5. Original MOU printed on the Rs. 100/-Stamp paper with Seal & sign

for and behalf of

for and behalf of

Franchise Through

Ashadip Medical and Social Welfare Association

Witness sign with address:

Witness sign with address:

- 1.
- 2.

- 1.
- 2.