

DAKSH INSTITUTE  
**AGREEMENT OF AFFILIATION**

This agreement of Affiliation is made on this xxxx Day of xxxx, between the DAKSH INSTITUTE through its Director/Chairman Shri Hariom Yadav, herein after called as AFFILIATE.

AND

M/s. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx represented by Shri xxxxxxxxxxxxxxxx S/o. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx  
Date of Birth xxxxxxxxxxxxxxxx Resident of xx herein after called as AFFILIATE.

**WHEREAS** DAKSH INSTITUTE is a registered Society/Trust associated with spreading education in the field of Electronics, Computer awareness, Vocational Training, Consultancy and Publication. and many other educational field.

**AND WHEREAS** Shri xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx has applied

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For affiliation to use the knowhow and the certification of the Affiliate i.e. DAKSH INSTITUTE, in the capacity of a proprietor of M/s. xxxxxxxxxxxxxxxxxxxxxxxxxxxx desires to open a study circle affiliated from the affiliate.

**AND WHEREAS** a written request is been made by the affiliatee to the affiliate for the affiliation of the study centre and considering the written requisition of the Affiliatee to the Affiliate, the former i.e. the DAKSH INSTITUTE has approved the same to affiliate the later to use the name and knowhow of the affiliate for running a DAKSH INSTITUTE affiliated Computer Software Training program as well as the Software Development and Data Processing Centre (herein after called Authorized Study Centre -DAKSH INSTITUTE at xxxxxxxxxxxxxxxxxxxxxxxxxxxx to be known as the authorized study centre of the former party i.e. the Affiliate to use the name, upon the terms and subject to the conditions set forth herein;

**WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:**

1. The affiliatee will be authorized by DAKSH INSTITUTE to set up and established a study centre, starting its affiliation for the period starting from xxxxxxxxxxxxxx to xxxxxxxxxxxxxxxxxxxx upon the terms and subject to the

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conditions as laid out in this agreement and as per the "Offer of Affiliation" by DAKSH INSTITUTE; that may be modified time to time as per the policy of the affiliate as and when it desires to do which shall not be questioned by the affiliate at any point of time.

2- Shri xxxxxxxxxx will be designated as Centre Director, ASCDAKSH INSTITUTE xxxxxxxxxxxxxx as been approved by the affiliate and further agreed by the affiliate (here in after called as Centre Director), and shall have the following responsibilities:

- a) That the centre director will be responsible for the day to day working of the centre and he will ensure the sound and effective working of the centre; he would further ensure that the software been used in the study centre are compatible and genuine and the centre is abiding the laws of the land been enforced time to time as the case may be.
- b) The centre director is further responsible for the effective working of the data processing, software development, effective performance of the equipments machines as per the standard figure out by the affiliate.
- c) The centre director is further required to

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implement the computer literacy programme in the study centre made out by the affiliate time to time to facilitate the students in their effective learning.

- d) That the centre director is further required to implement the directions issued by the affiliate emerged from the day to day national level programmes defined by the government and taken care of by the affiliate time to time.
- e) That the centre director is further responsible for the effective implementation of the study material provided by the affiliate for the effective learning of the students in his study centre with the effective implementation of the course material, pattern of the examination, issuance of the certificates to the students, intimation of the regular activities of the centre as prescribed by the affiliate.
- f) That the centre director is further required to make sure that no change of the programme is been made in the day to day curricular of the syllabus provided by the affiliate.
- g) The centre director is further required to conduct the courses provided by the

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affiliate under strict supervision, taking utmost care, providing the maximum benefit to the students as per the standard maintained by the affiliate.

- h) The centre director is responsible for the selection of the faculty as per the norms defined by the affiliate time to time; he is further required to shortlist the suitable premises up to the standard of the affiliates and will further send the detailed description of the same to the affiliates;
- i) That the specification of the premises sent by the director will be analyzed by the affiliates and will be approved the same after verification of the same through its representative or other as the affiliate would deem fit and proper as per the requirement of the affiliate.
- j) That the centre director is further responsible for the day to day working and expenses made out of their running the centre; the affiliate will not be responsible for any expenses incurred by the centre for its running; the centre director indemnify the affiliate for any act done by them during the tenure of the affiliation and further undertakes that he will be liable for

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any act or omission on the part of the study centre and the affiliate will not be responsible for any act or omission on the part of the centre.

- k) That the director is required to get prior approval for any change, modification, or any document to get published or circulated across the state or anywhere pertaining to the study centre and the curriculum of the affiliate.
- l) The centre director is further liable for any matter arose out of the operation of the centre or otherwise by his own and the affiliate will not be responsible for any legal proceeding of any kind.
- 3. The monthly fee for the co-ordination charge will be made by the centre director on monthly basis; the same will be sent along with the statement of the accounts duly been certified by the centre director to the affiliate.

3A. The centre director is further responsible for the timely payment of the enrollment fee (ROYALTY) to the tune of 15%/20% per student for each and every student been enrolled with the centre within 12 days of such new enrolment, which will be changed and modified as per the policy of the affiliate and the same

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will be intimated time to time as the case may be; the centre director will be charged an additional amount of Rs 100 as late fee for next 15 days and an amount of Rs 200 for next 30 days; and if the payment will not be made within the 60 days as stipulated in this para the affiliation of the centre will be liable to be terminated without any further notice.

3B. an amount of Rs 200/250Rs extra for the examination fee will also be charged from the affiliatee for each and every student, to be collected from them only and to further be deposited to the affiliate.

4. Furthermore, the affiliate reserves the rights to call for any other further document(s) as it may deem fit and proper as and when been required; the centre director will provide the same within 3 working days from the demand for the same; it is further been agreed that in case the centre director failed to provide with the information sought by the affiliate, it reserves the right to cancel its affiliation without notice and the decision of the secretary of the affiliate will be final and binding on the affiliatee.
5. The charges/fee for the co-ordination of the centre will be revised as per the internal policy of the affiliate which will be binding on the affiliatee, as and when it would be decided and will be intimated to them as and when it would be required to do so; the affiliatee are under no compulsion to further run the centre with

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the affiliate; but in case the affiliatee prefer to quit the entire fee paid by the affiliatee will be forfeited and there would be no claim of any kind against the affiliate.

6. That the technical or managerial selection would be the sole discretion of the affiliate; and the affiliate reserves rights of selection of any technical or managerial faculty at the centre as per their standard.
7. That the centre are required to do day to day projects of the affiliate, as been allotted to them time to time under their programmes; the affiliate reserves to finalize the remuneration for the projects as and when it will be assigned to the study centre.
8. it is further made clear to the affiliatee that the affiliate is under no compulsion of opening or closing the study centers; and the affiliate reserves rights to open as many study centers as it deem fit and proper to spread education and for the benefit of mankind; no request or complaint of or for opening or closing of the study centre by any centre will be entertained; the right of opening or closing the study centre is purely reserved by the affiliate.
9. The centre direction ASC-DAKSH INSTITUTE shall maintain the records of all books of accounts of the students such as, the receipt book, bill book, certificate issuing register, fixed assets register, cash book, ledger, attendance register of the staff and students, salary

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register, expense voucher and the minute book of the meetings held time to time.

10. That the centre director will provide the documents to the director/ president or any other authorized representative, any time during office hours as he deems fit and proper for the effective functioning of the study centre.
11. That the affiliate reserves the right to change or modify the contents of the agreement for the better operation of the functioning of the study circle.
12. That it is been agreed between the affiliate and the affiliatee that the affiliatee will, in no case open any account which would sound similar to the affiliate i.e. DAKSH INSTITUTE; it is further agreed between the affiliate and the affiliatee that the affiliatee will collect the amount in the account opened by him in his personal name only, and the same will be intimated to the affiliate accordingly, any breach, by opening of any account would attract the civil as well as penal liability and the affiliate reserves to take appropriate action against the affiliatee in the court of law along with the cancellation of the affiliation of the affiliatee with immediate effect.
13. It is further been agreed between the affiliate and the affiliatee that the affiliatee would open an account in a nationalized bank and further intimate of the same to the affiliate immediately.
14. That it is agreed as binding on the affiliatee that the

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affiliation fee once paid by the affiliatee is non refundable and no claim or request of any refund will be entertained at any point of time; the affiliatee is under duty to reaffirm himself before taking any affiliation form the affiliate.

15. The DAKSH INSTITUTE is non transferable; if any centre director wishes to get the same transfer to some other person/organization, they have to seek permission from the affiliate by making written request to the affiliate, the same will be considered by the affiliate seeing the circumstances; on approval of the transfer of the centre the non refundable fee of the transfer will be paid by the person taking the transfer in his name and a fresh agreement will have to be signed accordingly as per the policy of the affiliate.
16. it is further agreed between the affiliate and the affiliatee that the losses if been sustained by the affiliatee due to the change of project of any programme by the parent university or due to any other government policy or any state action will be suffered by the affiliatee, and the affiliate is under no obligation to compensate the same or any other claim arose out of any such circumstance.
17. it is further been agreed between the affiliate and the affiliatee that the refund of the registration fee/ examination fee or any other prescribed fee will be refunded as per the policy of the parent university and

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the affiliate is not responsible for any refund of any kind of fee if not been refunded by the parent university.

18. That the affiliate is not responsible for any refund of any fee been received by the affiliatee from the students and the affiliate will be responsible for any claim of any refund of the fee to the student.
19. it is further been agreed and decided by the affiliate and the affiliatee that the cases arising out of any of the act or omission of the affiliatee will be the sole responsibility of the affiliatee and the affiliate will not be responsible for any act or omission of the affiliatee;
20. It is further agreed and made clear that the affiliatee indemnify the affiliate for any litigation arising out of any association or any service provided to any student or any administration in due procedure of the working of the study centre.
21. This agreement shall be governed and construed under the laws of India, applicable to contracts. The parties hereto irrevocably consent to and submit to the exclusive jurisdiction of the Court at DELHI (NEW DELHI.).
22. It is further agreed between the affiliate and the affiliatee that the enrollment form duly been filed by the student, completed in all respect will be sent to the affiliatee through E-Mail at the mail address xxxxxxxx and after inspecting the same the approval for the

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admission will be given by the affiliate further conforming the admission of the student; and further if the information provided by the student, or the supporting documents provided by the student found inaccurate or forged in any case, the enrollment of the student will be cancelled immediately and no requisition for the same will be entertained.

23. This agreement is valid upto xxxxxxxx after which date it can be renewed with the mutual consent and after the payment of annual affiliation / license fee of Rs. 2000/- by the DAKSH INSTITUTE to the DAKSH INSTITUTE (H.O.) which includes the charges for the advertisement material, like banners, wall poster, poll poster, flex board, and the cost of the miscellaneous charges associated with the agreement etc apart from the license fee and the same is non refundable,

In witness whereof the agreement is been Accepted by both the affiliate and the afiliatee by going through the terms and the conditions of the agreement, and In witness whereof the agreement is been Accepted by both the affiliate and the afiliatee by going through the terms and the conditions of the agreement, and undertakes that the same will be binding on both of them covered in the above mentioned clauses i.e. xxxxxxxx forming the part of the agreement and

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Signed by the authorized representatives on this day  
xxxxxxx of xxxxxx 20.

**Rubber Stamp of Institute  
Authorized Signatory**

Name and Signature of the Center Director of the  
DAKSH INSTITUTE

(Authorized Signatory) (HARIOM YADAV)  
With rubber Stamp Director/Chairman

SAMPLE

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