



An ISO 9001:2015 Certified I.T Training Academy

## NABIN COMPUTER EDUCATION SOLUTIONS PVT. LTD

Computer Education Under The Guidelines of Ministry of Information Technology, Gov. Of India

CIN:- U72900WB2019PTC232216 / Registration No:- 232216

Redg. Head Office: House Number 72, Collage Road, Bazarmor, Near Bus Stand, Champadanga, Tarakeswar, Hooghly, West Bengal, India, 712401

Phone: 8293008624 / 7001796663 / 9593567071 Email: info@nces.co.in Website: www.nces.co.in

### AUTHORIZATION AGREEMENT

**WHEREAS N.C.E.S. (Nabin Computer Education Solutions Pvt. Ltd) is a registered under MINISTRY OF CORPORATE AFFAIRS, Govt. of India. Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014. Providing Computer Software, Hardware Training, with low fee structure to financially weak people of rural & urban area of our country.**

WHEREAS Mr /Mrs. \_\_\_\_\_ has paid total sum of  
Rs: \_\_\_\_\_ for running N.C.E.S. Authorized Computer Courses in His / Her  
Institute named \_\_\_\_\_

\_\_\_\_\_

This Agreement is being made for running Software & Hardware Courses under the Guidelines of N.C.E.S.  
in his/her Institute at \_\_\_\_\_

### On the following Terms & Conditions:

1. To run abovementioned courses under the Guidelines of N.C.E.S.
2. Director of the authorized institute will prescribe his/her own Course Fee/Examination Fee depending on the market scenario of his/her area, which must be nominal or Low or affordable, Director of the authorized institute will be liable for his / her prescribe Courses Fee. Examination fee, N.C.E.S. will not be liable for that.
3. Director of the authorized A.T.P.'s will submit a copy of his / her own prescribed Course Fee Structure and get approval for the same from N.C.E.S. and must inform in the case of modification in the approved Course Fee structure.
4. N.C.E.S. will not have any share in Admission Fee & Exam fee from the authorized A.T.P.
5. N.C.E.S. will charge only one time Student Registration Fee at the time of admission, this Fee may Vary depending on the Course.
6. The Franchise fees once paid by the A.T.P. 's to N.C.E.S. will be nonrefundable at any Circumstances.
7. Authorized A.T.P.'s must have maintained the brand value of N.C.E.S.

8. Authorized A.T.P.'s can run only N.C.E.S. authorized courses in his/her A.T.P.'s and not any other organization courses of same nature.
9. 4'x2' feet sign board of NABIN COMPUTER EDUCATION SOLUTIONS PVT. LTD must be displayed on entrance of the respective A.T.P premises.
10. Authorized institute will be liable for the expenses of stationery, printing, postal & promotional advertisement.
11. All the correspondence shall be made to N.C.E.S. Head office or its appointed representative.
12. Study material shall be collected from the N.C.E.S. Head office or its appointed representative, for Courier the study materials, A.T.P. have to bare that cost of their own.
13. Authorized institute will submit their student registration forms within one month from the date of Admission, if submit the form after two months late fine will be applicable for respective course.
14. Only the registered students with N.C.E.S. will get the Certificate, Diploma & Advanced Diploma after the successful completion of their examination.
15. Every A.T.P. must have internet facility, so that they can send the detail progress report of their respective A.T.P.'s weekly basic.
16. Student registration form shall not be accepted without registration fee.
17. N.C.E.S. shall not be liable, if authorized A.T.P.'s does not use legal software in his/her/their institute. It will be responsibility of the director of respective A.T.P.'s to use legal & authorized software in his/her institute.
18. Students won't be eligible to sit for the examination without pay their examination fee & issuance of their Admit card from the N.C.E.S. head office.
19. If the Director of the authorized A.T.P.'s will found involve in any Criminal, Financial, Social or any Other offence the authorization of his A.T.P. shall automatically terminated by the N.C.E.S. Head office.
20. N.C.E.S. has the right to allot new A.T.P.'s at any place, however nearest authorized A.T.P.'s Director can give the suggestion in this regard. Authorized A.T.P's can only work with their allotted Area only.
21. Authorized A.T.P.'s shall work for the fulfillment of the objectives of N.C.E.S. & he/she shall not enter into any commercial deed outside N.C.E.S. activities.
22. For the purpose of engagement in a service, N.C.E.S. Advanced Diploma / Diploma / Certificates are valid; however, we shall not be responsible to make assurance about full certainty of the employment. Student shall get N.C.E.S. self-designed & certified Certificates.
23. Authorized A.T.P.'s can take admission throughout the year according to prescribed session.
24. Authorized A.T.P.'s shall make all the transactions either monetary or non-monetary directly to N.C.E.S. Head Office or through its appointed representative for concerned area.
25. N.C.E.S. shall not be responsible for any commitment or any scheme or any advertisement or tie-up with other organization, which Director of the A.T.P's run at his level, without prior written permission from N.C.E.S.
26. Authorized A.T.P.'s has to literate at least Twenty student in a year to renew his/her Center.

27. Advanced Diploma, Diploma and certificates shall be issued to those students only who have passed the exam. & completed the time duration prescribed for the courses.
28. Authorized A.T.P.'s Director shall not have any authority to issue Certificates, Diploma, Advance Diploma. Only N.C.E.S. shall have the same authority. And if Institute director is Found guilty, shall be punished Under applicable law.
29. The Director of the authorized A.T.P.'s of N.C.E.S. shall maintain receipt book, bill book, certificate issue register, fixed assets register, cash book, ledger, attendance register of staff and students, salary register, expense voucher and minute book. All such record would be open to inspection by N.C.E.S. authorized representatives at any point of time.
30. An account in the name of NABIN COMPUTER EDUCATION SOLUTIONS PVT. LTD OR N.C.E.S. cannot be opened by the authorized A.T.P.'s unless exclusively authorized by the Chairman of N.C.E.S. for this purpose.
31. Authorized A.T.P.'s cannot transfer & sale his/her A.T.P.'s franchisee/authorization right/s (which is/was issued/granted/allotted by N.C.E.S.) to other place, third person & organization.
32. Authorized A.T.P.'s director can transfer his/her A.T.P.'s franchisee/authorization right/s (which is/was issued/granted/allotted by N.C.E.S.) to his/her family member/s only (who are mentioned in legal documents only). Director of authorized A.T.P.'s has to make declaration for said transfer on 20 Rs. Non Judicial Stamp paper, verified by Public Notary & same shall be submitted to N.C.E.S. with nominal prescribed transfer fees and a fresh Centre application & agreement will have to be submitted/signed.
33. If authorized A.T.P.'s director want to sell his/her A.T.P. to third person/organization, then he/she has to make declaration/acceptance for said sale on 20 Rs. Non Judicial Stamp paper verified by Public Notary & same shall be submitted to N.C.E.S. Head Office. The party who is purchasing that A.T.P. shall have to apply for new /fresh authorization/franchisee right/s with prescribed franchisee fee from N.C.E.S.
34. In case of a Government project or a university program or DOECC 'O', 'A', 'B' Level, Vocational training Program or any other such co-ordinated Programs, if run by N.C.E.S. under tie-up & in which authorized A.T.P.'s of N.C.E.S. will takes part, the losses caused by the change in policy by the Government or by the university or by any such sponsoring organization, will in no way be transferred to the N.C.E.S. head office and the N.C.E.S. head office will not be held responsible for changes in project, scheme & program by said organizations. However N.C.E.S. management will inform-authorized A.T.P.'s director, when such changes take place.
35. All Investment/expenses and formalities relating to computer, furniture, teacher's salary, building, study material, legal software/s, local advertisement, center Audit, ITR, Taxes (all types), etc. if any objection is raised in present/future relating to his/her authorized A.T.P.'s, must be borne by the respective A.T.P.'s Director Only. N.C.E.S. shall not be responsible for the same.
36. Any dispute arising out of the above agreement would be settled only at the Kolkata High-Court or committee appointed by N.C.E.S. The above conditions given in clauses (1) to (36) are subject to change/modification/delete/add more conditions by N.C.E.S. any time without giving any prior notice to authorized A.T.P.'s director & the same will be acceptable & binding on me/us & my successor for the period of my/our center's association with the NABIN COMPUTER EDUCATION SOLUTIONS PVT. LTD In respect to Authorization for running courses under I.T. & Vocational Training of N.C.E.S. in my/our A . T . P ' s , The application form & Authorization agreement form filled by me/us, includes all the adequate and absolute information's. If any information in both forms is found incorrect or unreliable then authorization should be immediately cancelled and I/we would have no objection regarding it. A.T.P. will be renewed in the month of March Every Year before 31st of said Month, after the payment of prescribed renewal fee & fulfilling conditions of renewal by the authorized A.T.P.'S Director to the N.C.E.S. Head-Office If authorized A.T.P.'s is not

renewed by me/us in prescribed time, then N.C.E.S. Shall have right to cancel my/our A.T.P.'s authorization & right to allot new A.T.P.'s to third party at my A.T.P.'s location without issuing any prior notice to me/us.

**Declaration for Agreement Acceptance**  
**by the Authorized A.T.P.'s Director**

I/we.....hereby declare and agree to the above conditions given in clauses (1) to (36) above and to any other text or Paragraph or annexures forming part of this agreement & in case of infringement of said agreement clauses my A.T.P.'s authorization will be automatically deemed cancelled without issuing prior notice from N.C.E.S. & I/W e shall/will be solely liable for legal action. I/we also declare that I/we am/are the authorized signatory of my/our A.T.P.'s and my/our signatures & Left hand thumb Impression, as given below are true.

Signed on this day \_\_\_\_\_ of \_\_\_\_\_ year \_\_\_\_\_

Centre Head/Owner Name: \_\_\_\_\_

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

Centre Head/Owner Permanent Address: \_\_\_\_\_

Centre Address: \_\_\_\_\_

Centre PH: \_\_\_\_\_

Mob: \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_  
Centre Stamp and Signature

\_\_\_\_\_  
Centre Head/Owner Left hand thumb Impression

**For Office Use Only**

\_\_\_\_\_  
Authorized Signatory On Behalf of N.C.E.S (Signature)