

Public Private Partnership (PPP) Guidelines, 2012

GUIDELINES FOR EMPANELMENT OF PRIVATE INSTITUTIONS / EDUCATIONAL BODIES UNDER PUBLIC-PRIVATE PARTNERSHIP (PPP) SCHEME OF ICSI FOR CONDUCTING ORAL COACHING CLASSES FOR STUDENTS OF FOUNDATION, EXECUTIVE AND PROFESSIONAL PROGRAMME OF THE COMPANY SECRETARYSHIP COURSE

1. Title

These Guidelines shall be called the “ICSI Guidelines for empanelment of private institutions / educational bodies under Public Private Partnership (PPP) Scheme of ICSI for conducting of Oral Coaching Classes for students of Foundation , Executive and Professional Programme of the Company Secretaryship Course”, 2012

2. Extent and Commencement

These Guidelines shall be applicable to all PPP centres empanelled under PPP Scheme including the existing coaching centres empanelled under PPP Scheme. These Guidelines shall come into force from the date on which these Guidelines are approved by the Council

3. Registration

The Institute may register any private institution/ educational body as PPP Centre under Public-Private Partnership (PPP) Scheme, subject to fulfillment of the following:

- i) Application form is submitted by the interested private institution or by an educational body in the prescribed format as given at Annexure-I
- ii) Agreement is executed between the Institute and the PPP Centre as per format given at Annexure-II. Each page of the agreement shall be signed by authorized signatory of the centre.
- iii) Recommendation of the concerned Chapter / Regional Council is received as per details mentioned under clause 16 of these Guidelines. Such recommendation shall be by way of an appropriate resolution passed by the Regional Council at its meeting or at the Managing Committee of the Chapter, as the case may be. Such resolution/abstract of the minutes to be forwarded to the HQ, while forwarding the relevant form received from the PPP centres to the Institute.
- iv) The security deposit and registration fees (as per rates mentioned in Guideline 4 and 6) are remitted by the centre along with the application form.
- v) Head/Director of the proposed PPP centre shall not be appointed as “Counsellor” of the Institute under the “appointment of counselor” scheme of the Institute. In case, a proposed PPP Centre head/director has already been appointed as “Counsellor”, such person shall cease to be “Counsellor”, once the proposed PPP centre becomes operational. While submitting the forms of registration of PPP centre, the disclosure with reference to above to be made by the concerned.

4. Registration Fees. Registration fees shall be payable as per the following structure:

Sl.No.	Cities	Registration Fees (Rs.)
1.	Cities where Regional Councils/ A+, A & B Grade Chapters are located	50,000
2.	Cities where C Grade Chapters are located	25,000
3.	Cities where D Grade Chapters are located	15,000
4.	In rest of the Cities	10,000

The Institute can review the registration fees to be charged on yearly basis.

5. Cut-off Dates for Registration

The cut-off dates for registration of private institutions / educational bodies under PPP Scheme for the respective sessions of examination are as under: -

<i>Session of examination</i>	<i>Last date for submission of proposal</i>	<i>Date by which the Institute would send reply</i>	<i>Validity Period of Registration</i>
June	15 th November	1 st December	1 st January to 31 st December
December	15 th April	1 st May	1 st June to 31 st May

6. Security Deposit

(i) Every Coaching Centre intending to seek registration for imparting Oral Coaching to the Students registered for the Company Secretaryship Course with the Institute, shall pay a Security Deposit of Rs. 1,00,000 (Rupees One lac only) (refundable without any interest on expiry of the registration period and/or the cancellation/ termination thereof).

(ii) The Security Deposit shall be forfeited and utilized for the purpose of refunding such fees remitted by the students, which have not been refunded by the PPP Centre, even after they discontinue the classes in the midst of the session.

(iii) Rebate of 50 (fifty) per cent on the Security Deposit shall be given to the PPP Centre on empanelment from fifth centre onwards subject to the condition that these PPP centres are established within the jurisdiction of a single city. Further, such PPP centres would not be allowed to give sub-franchise and PPP centres should be managed under their own name and address.

(iv) No PPP Centre empanelled under the PPP Scheme shall have exclusive authority to conduct Oral Coaching Classes in a specified area.

(v) The Institute shall be at liberty to empanel any number of PPP centres in the same locality/ area without seeking the consent of existing PPP Centres.

7. Validity of Registration and Renewal thereof

The registration shall be valid for a period of one year as mentioned in Guideline 4 above, which may be extended further by the Institute, on the request of the PPP centre, on a year to year basis, provided:

- (a) the Institute is convinced about the performance of the PPP Centre
- (b) Recommendation for renewal is received from the Chairman of the respective Regional Council / Chapter to which such PPP Centre is attached
- (c) such PPP Centre pays the prescribed Renewal Fee.

(ii) The fee structure for such renewal shall be as under :

<i>Sl.No.</i>	<i>Cities</i>	<i>Renewal Fees (Rs.)</i>
1.	Cities where Regional Councils/ A+, A & B Grade Chapters are located	25,000
2.	Cities where C Grade Chapters are located	12,500
3.	Cities where D Grade Chapters are located	7,500
4.	In rest of the Cities	5,000

The Institute can review the renewal fees to be charged on yearly basis.

(iii) If the concerned Chapter / Regional Council does not approve any proposal for opening of new PPP centre under PPP Scheme or any proposal for renewal of existing PPP Centre under PPP Scheme, they shall give the reason(s) for the same in writing after it is recorded at their Regional Council/ Managing Committee meeting.

(iv) Renewal request is to be submitted two months prior to the expiry of registration.

(v) If it is found that a PPP Centre is conducting classes without renewal, it is liable to be proceeded against by the Institute and security deposit shall also be forfeited.

(vi) Travelling and other expenses involved for the visit of authorized representative of the Institute to PPP Centre shall be borne by the respective Regional Council / Chapter to which the PPP Centre is attached.

8. Agreement

(i) The PPP Centres whose proposals are accepted by the Institute for conducting Oral Coaching Classes for the Students of Company Secretaryship course, shall be required to execute an agreement with the Institute on a stamp paper of Rs.100/- as per the Institute's format (given at Annexure-II)

(ii) If any PPP Centre wishes to change its name or location/address at any point of time during the validity of registration, it shall execute a fresh "agreement " with new name and address of the PPP Centre. It is clarified that change of name / or location of PPP Centre shall be permitted subject to recommendations of the concerned Regional Council / Chapter and subsequent approval of the Headquarters.

9. Functions of PPP Centres and issue of Coaching Completion Certificates and Fees thereof

(i) Every PPP Centre shall inform the Name, Registration No., Course attended of all the students admitted for undergoing Oral Coaching Classes at their respective PPP centres, to the Directorate of Student Services in the prescribed format (Given at Annexure-G), within 15 days of commencement of classes of each batch of the Oral Coaching Classes at their PPP Centre. This report shall be countersigned by the verifier / scrutinizer or other appropriate authority or representative of the Institute through the Regional Council / Chapter to which the PPP Centre is attached.

(ii) The PPP Centre shall also pay to the Institute, the royalty amount through a demand draft of consolidated amount ,drawn in favour of “The Institute of Company Secretaries of India” payable at New Delhi along with the report.

(iii) Royalty amount shall be calculated as per the rates given below :

For Foundation Program Students	15% of the fees charged by the Centre subject to minimum of Rs.1000/- per student
For Executive / Professional Program Students	15% of the fees charged by the Centre subject to minimum of Rs.1500/- per student per module.

(iv) The details of students as mentioned above along with demand draft of royalty amount shall be sent to the Institute’s HQ through the Regional Council / Chapter to which the concerned PPP Centre is attached.

(v) The PPP Centres shall, on or before 15th April and 15th November in case of June and December Examinations respectively, send to the Institute, a performance report pertaining to students of Foundation Program (Old Syllabus) / Executive Program / Professional Program indicating the details of the tests conducted and the marks obtained by the students (as per format given at Annexure-D).

(vi) This performance report shall contain names of all students admitted in each batch alongwith the marks secured in each test of the respective subjects, irrespective of whether the student fails or passes in the test. This report shall be countersigned by the verifier / scrutinizer or other appropriate authority or representative of the Institute through the Regional Council / Chapter to which the PPP Centre is attached.

(vii) In case of Foundation Program (New Syllabus), class tests may continue to be conducted and the progress of the students may be intimated to them by evaluating their performances in the class tests. However, there is no requirement of issuing formal Coaching Completion Certificates to these students.

(viii) The PPP Centre shall maintain proper records of the attendance of students and the faculty.

(xi) The Coaching Classes conducted by the PPP Centres shall be monitored / inspected / evaluated by the verifier / scrutinizer or other appropriate authority or representative of the Institute through the Regional Council / Chapter to which the PPP Centre is attached.

10. Quality of Coaching and Infrastructure

(i) Faculty: The faculty engaged for the purpose shall, as far as possible, possess qualifications and experience as detailed in the Oral Coaching Guidelines, the statement thereof shall be provided by the PPP Centre at the time of its registration. Any additions / deletions in the said statement shall be intimated to the Institute from time to time.

(ii) Infrastructure: It shall be the responsibility of the PPP Centre to ensure quality coaching and make available the necessary facilities / infrastructure like drinking water, ventilated class rooms, proper sanitation, wash room, parking facility, etc. to the students. The size of the class rooms vis-à-vis Student-Teacher ratio shall be not more than 60:1 i.e. a maximum of 60 students per teacher.

(iii) Display: The PPP Centre should prominently display the name of the PPP Centre indicating the tie-up with the Institute on a 8' X 3' board.

(iv) Library: The PPP Centre shall have a self-contained Library for the general reference / use of the students.

(v) Complaints/grievances from the students: Collective complaints/grievances from the students regarding the quality of coaching imparted to them shall be viewed seriously. PPP Centre shall install a suggestion / complaint box prominently which will be opened by the authorized verifier / scrutinizer.

(vi) Discount for advertisement in the Institute's Bulletins: The PPP Centres can advertise/publicise conduct of Oral Coaching Classes by them, in the Institute's Bulletins namely Student Company Secretary Bulletin and Foundation Course Bulletin. 25% discount on the prescribed advertisement rates shall be provided to them on such advertisements.

(vii) Right of the Institute to cancel the empanelment: The Institute reserves the right to cancel / terminate the registration of a PPP Centre, without assigning any reason thereof, if the quality of its coaching and infrastructure is not found satisfactory by the Institute.

The cancellation / termination as above shall not affect the contractual obligations in respect of completion of the course in respect of any batch of oral coaching which have already commenced and are in progress and the fees for which have been collected from the students by the Coaching Centre.

(viii) PPP Centre shall display on its "Notice Board" all activities being organized by ICSI/ Regional Council/ Chapter related to the students.

11. Number of Lectures, Attendance and Tests

Stage	No. of lectures & duration	No. of Tests
Foundation Program	Minimum 30 lectures of 2 hours each for each subject. However, more number of lectures may be allotted depending upon the requirement.	<i>Foundation Program (Old Syllabus) students shall be required to pass One out of Two Tests per subject by securing minimum 40% marks.</i>
Executive Program	Minimum 35 lectures of 2 hours each for each subject. However, more number of lectures may be allotted depending upon the requirement.	<i>Executive Program students shall be required to pass One out of Two Tests per subject by securing minimum 40% marks.</i>
Professional Program.	Minimum 40 lectures of 2 hours each of each subject. However, more number of lectures may be allotted depending upon the requirement	<i>Professional Program students shall be required to pass One out of Two Tests per subject by securing minimum 40% marks.</i>

Attendance: Atleast 75 percent attendance shall ordinarily be necessary in each paper. Attendance records shall be retained for at least six months after the holding of such classes and shall be kept available for inspection by any officer of the Institute or by representatives of its Regional Councils/ Chapters.

The classes shall be conducted Module-wise. However, if need arises PPP Centres may also organize subject-wise classes or refresher classes. In such cases also, royalty shall be payable by the PPP centre to the Institute as per the rates mentioned under Guideline 9(iii) above.

12. Autonomy in charging fee, paying honorarium to the faculty and financial support / compensation

The PPP Centres shall have full autonomy in deciding the fees to be charged from the students and honorarium payable to the faculty for taking classes at their PPP Centre.

The Institute shall NOT provide any financial support / compensation to the PPP Centres on any account.

13. Status of Oral Coaching Classes conducted by Regional Councils & Chapters

The status of Oral Coaching Classes being conducted by the Regional Councils & Chapters shall remain the same and they may continue to conduct the classes as per the present set up.

14. Sharing of Revenue with the Regional Councils/ Chapters

Sl No	Particulars	Sharing of % of royalty
1	The PPP centre is situated in a place where the Institute's Regional Council / Chapter is situated	Out of total royalty amount received , 25% shall be kept at HQ and 75% shall be shared with the concerned Regional Council / Chapter
2	The PPP centre is situated in a city / place where no Regional Council / Chapter is situated and; any other Chapter (with due approval of the concerned Regional Council under whose jurisdiction the said Chapter is situated) accepts the responsibility to monitor the overall affairs of the said PPP Centre (including the verification of its performance report, infrastructure arrangements, quality of teaching, faculty arrangements etc.)	Out of total royalty amount received, 75% shall be kept at HQ, 10% shall be shared with the concerned Regional Council and 15% shall be shared with the Chapter who is bearing the responsibility of monitoring the affairs.

15. Right of Members of Regional Councils and Managing Committees of Chapters :

The Members of the Regional Councils and Managing Committees of Chapters may be engaged as faculty at PPP centres subject to the condition that the concerned Member obtains prior permission in writing from the respective Regional Council / Managing Committee of the Chapter.

16. Recommended Time Schedule for Regional Councils / Chapters :

- (i) The proposals received in the HQ shall be forwarded to the concerned Chapter with a copy to the concerned Regional Council. If there is no Chapter at the place where the PPP Centre under PPP Scheme is proposed to be set up, the proposals shall be forwarded to concerned Regional Council.
- (ii) The concerned Chapter shall then forward its recommendations to the Regional Council within 15 days of receipt of such proposal and the Regional Council in turn shall forward the same within 15 days of receipt of the Chapter's recommendation. Similar time schedule shall be followed in case the application is received by the Regional Council /Chapter directly.
- (iii) If recommendation is received from any one of the two authorities (i.e. either Regional Council or Chapter), Institute's HQ shall empanel the PPP Centre and issue the approval letter to the concerned PPP centre with a copy to concerned Chapter as well as Regional Council.
- (iv) If both authorities (i.e. Regional Council and Chapter) do not approve the proposal, the concerned PPP centre shall not be empanelled by Institute's HQ.
- (v) In case no response is received from the concerned Regional Council / Chapter, within a period of 30 days from the date of sending the proposal by HQ, the proposal shall be deemed to be approved by the concerned Regional Council / Chapter and the HQ shall proceed with further formalities for empanellment of the concerned PPP Centre.

17. Applicability of Oral Coaching Guidelines

Apart from the specific Guidelines given above, general guidelines relating to the conduct of Oral Coaching Classes shall be applicable for empanelled PPP centres under this Scheme.

18 Monitoring

- I. It shall be the utmost responsibility of the Regional Council or the Managing Committee of the Chapter to monitor all the aspects of PPP centres falling within their jurisdictional limits and also submit the two half yearly reports on the aspects such as [a] venue [b] feed back of the students [c] faculties [d] compliances with respect to the Guidelines [e] infrastructure facilities [f] maintenance of records and other related matters.
- II. Monitoring includes, visit to the PPP centres and interaction with the Incharge/Director of the PPP Centre and students/faculties.
- III. The Regional Council/Chapter may nominate a member for this purpose as verifier / scrutinizer. and it shall also be undertaken by a senior official of the Region, subject to approval of the respective Regional Council.
- IV. While forwarding renewal proposal of a particular PPP centre to HQ by the concerned Regional Council/Chapter, Observations [Monitoring] Reports also to be sent covering the areas as specified in paragraph 18[1]
- V. If a particular PPP centre has not conducted Oral Coaching classes consecutively for two sessions due to whatever reasons may be, the concerned Regional Council/Chapter where such PPP centre is located required to a send a status report to HQ including withdrawal of recognition, after same is being considered by the respective Regional Council/Chapter as the case may be.

NOTE : The following annexures may also be referred to at the respective places while reading the provisions of these Guidelines.

Prescribed Qualification for Faculty Members	Annexure – A
Details of Faculty Members appointed	Annexure – B
Scheme of Lectures	Annexure – C
Oral Coaching Performance Report	Annexure - D
Student Feedback Sheet	Annexure – E
Format for sending report of eligible students	Annexure - F
Format for sending complete list of students admitted	Annexure- G
Format of certificate by verifier / scrutinizer	Annexure - H

Application for empanellment as recognised private coaching centre for imparting oral coaching classes to students undergoing company secretaryship course	Annexure I
Agreement is to be executed between ICSI-HQ & Coaching Centre	Annexure II



**THE INSTITUTE OF
Company Secretaries of India**
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament

**APPLICATION FOR EMPANELMENT AS RECOGNISED PRIVATE COACHING
CENTRE FOR IMPARTING ORAL COACHING TO STUDENTS UNDERGOING
COMPANY SECRETARYSHIP COURSE**

PART-I :

1.	Name of the institution	
2.	Date of Establishment	
3.	Legal Status of the Institution – Whether Society/ Autonomous College/ Trust - with Registration No., etc. (attach documentary evidence)	
4.	Address	
5.	Mobile : Telephone/ Fax Nos. E-Mail	
6.	Working Hours	
7.	A brief write-up on the Infrastructure available like built-up area, number of classrooms available, seating capacity, drinking water/ sanitation facilities, location advantages, whether own or rented premises, etc.	
8.	Name, Qualification of the Director(s)/ Partner(s)	
9.	Name and Qualifications of each: - (i) Permanent Faculty member (ii) Part-time Faculty Member	
10.	Teaching Experience of each: - (i) Permanent Faculty Member (ii) Part-time Faculty member	
11.	A brief write-up about the suitability of the institution for imparting Oral Coaching for CS Students	
12.	Whether the institution has been granted ISO 9000 or any other international accreditation (if yes, please attach documentary proof)	

(signature of authorized signatory)

PART-II : Payment Details

We are enclosing herewith a demand draft No. _____ dated _____
drawn on _____ for Rs. _____
(_____) towards the following: -

Sl.No.	Particulars	Amount (Rs.)
1.	Registration Fee	
2.	Security Deposit (Refundable)	
3.	Others	
	TOTAL	

PART-III : Undertaking/Declaration

We hereby undertake that the particulars given above are true and correct to the best of our knowledge and belief. Further, no material information has been withheld and/or misrepresented which could affect the Guidelines of the Institute regarding this application.

We understand that the empanelment as a Coaching Center under the Public Private Partnership Scheme is not automatic and the Institute would grant the same based on the merits of each proposal after careful scrutiny/ examination and / or inspection to the utmost satisfaction of the Institute.

(Signature

)

Name & Designation of the Authorized Official(s)
with Rubber Stamp

Place: _____

Date: _____

RECOMMENDATIONS

CHAIRMAN, _____ REGIONAL COUNCIL / CHAPTER
(Signature with stamp)

(AGREEMENT IS TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF Rs.100/-)

THIS AGREEMENT IS MADE ON THIS _____ DAY OF _____,
BETWEEN
THE INSTITUTE OF COMPANY SECRETARIES OF INDIA HAVING ITS
HEADQUARTERS AT ICSI HOUSE, 22, INSTITUTIONAL AREA, NEW DELHI – 110 003
(HEREINAFTER REFERRED TO AS “ICSI”) AND INCLUDES ITS LEGAL
REPRESENTATIVES AND ASSIGNS ON THE ONE PART

AND

(NAME OF THE COACHING CENTRE) HAVING ITS OFFICE AT
_____ (HEREINAFTER REFERRED TO AS
“COACHING CENTRE”) AND INCLUDES ITS LEGAL REPRESENTATIVES AND
ASSIGNS ON THE OTHER PART

IN THE MATTER OF CONDUCTING THE ORAL COACHING CLASSES FOR
STUDENTS UNDERGOING COMPANY SECRETARYSHIP COURSE

WHEREAS ICSI has been constituted under the Company Secretaries Act, 1980 to develop and regulate the profession of Company Secretaries in India and is solely authorized to conduct coaching and examinations for the award of Company Secretaries qualification and possesses requisite expertise in rendering assistance, to the outside institutions in the said area of its specializations, including the conduct of oral coaching classes for its students.

AND WHEREAS the _____ (Name of the PPP Centre) is
rendering services for the propagation of education in Commerce/ Management/
Law in the area/ region, namely _____.

AND WHEREAS the ICSI desires to set up a PPP Centre under Public-Private Partnership for conducting the Oral Coaching Classes for the Foundation/ Executive/Professional Programmes of the ICSI.

AND WHEREAS the PPP Centre has agreed to set up the said PPP Centre under the advice and guidance of ICSI.

NOW THIS AGREEMENT WITNESSETH AS UNDER: -

- 1. That the name of the PPP Centre shall be “_____ (Name of the PPP Centre) (Empanelled with The Institute of Company Secretaries of India)”.**
- 2. That the Coaching shall be provided by the PPP Centre from its premises situated at _____**
- 3. That the PPP Centre as per the guidelines of ICSI shall provide the coaching facilities to students. The copy of the said guidelines is annexed to this agreement as “Annexure-I”.**
- 4. That this agreement shall be initially valid for a period of one year comprising of two sessions of examinations viz. June/December and/or December/June. The agreement may however be renewed by ICSI for a further period of One Year (comprising two sessions) on mutually agreed terms and conditions. In the event of renewal of agreement, the PPP Centre shall pay the renewal fee and other fees as prevalent at the time of renewal of agreement according to the guidelines of ICSI.**
- 5. That the PPP Centre shall pay the Institute an amount of Rs._____ (Rupees _____) towards security deposit and the said security deposit would not carry any interest and is refundable on expiry of this agreement after settlement of all dues/ claims between the parties.**
- 6. That the PPP Centre shall also pay a lumpsum amount of Rs._____ towards registration fees towards the registrations by the PPP Centres during the agreement period. The said fees are subject to change as per the guidelines of ICSI issued from time to time.**
- 7. That the renewal of the agreement shall be at the sole discretion of ICSI and in case of renewal, _____ (Name of the PPP Centre) shall pay the prescribed fee as per the guidelines framed and as amended from time to time.**
- 8. That the PPP Centre shall send the Performance Reports by the prescribed cut-off dates as per the ICSI guidelines.**
- 9. That the PPP Centre shall pay the prescribed fee to the ICSI for issue of Coaching Completion Certificates as per the ICSI guidelines. Further, the said fee shall be met out of the lumpsum fee charged by the PPP Centre from the students for imparting Oral Coaching Classes and shall NOT be charged separately.**

: 3:

10. That the PPP Centre understands that if the quality of Coaching and infrastructure is not found satisfactory by the ICSI, it reserves the right to cancel / terminate the agreement without assigning any reasons thereof.
11. That the cancellation / termination shall not affect the contractual obligations in respect of completion of the course in respect of any batch of oral coaching which have already commenced and are in progress and the fees for which have been collected from the students by the PPP Centre.
12. That the PPP Centre understands that ICSI would NOT provide any financial support/ compensation to the PPP Centres on any account.
13. That the PPP Centre shall conduct the requisite number of lectures and tests and also keep proper attendance records as per the ICSI guidelines framed and as amended from time to time.
14. That the ICSI would broadly extend its expertise on the following: -
 - (a) Suggesting ways and means for effective conduct of the coaching classes by the PPP Centre.
 - (b) Suggest/prescribe course, which can be taken up for such classes.
15. That the PPP Centre would undertake to: -
 - (c) abide by the ICSI guidelines framed and amended from time to time;
 - (d) Provide library facilities to the students.
 - (e) Provide intensified coaching with the best faculty so that good results could be obtained.
16. That the PPP Centre shall obtain feedback from the students with regard to the quality and content of training and the teaching staff, and shall provide the feedback in summary form along with a copy of the feedback Proforma so obtained from the students to the ICSI for its perusal and suggestions/ comments. However, ICSI shall have the right to depute its own representative for obtaining the feedback at the PPP Centre.
17. That the PPP Centres may advertise/ publicize conduct of Oral Coaching Classes by them in the Institute's Bulletins namely Student Company Secretary Bulletin and Foundation Course Bulletin and that the ICSI would provide 25% discount on the prescribed advertisement rates on such advertisements.

18. That notwithstanding anything contained herein above, nothing in this agreement shall be construed to constitute PPP Centre as an agent or a partner or a representative of ICSI except for the limited purpose of conducting Oral Coaching Classes for the students of Company Secretaryship Course in terms of the agreement and/ or guidelines framed and amended from time to time.
19. That the PPP Centre represents and warrants to ICSI that
 - a) PPP Centre has full power, authority and legal right to execute, deliver, and to perform all its obligations under this Agreement. The execution, delivery and performance of this Agreement by PPP Centre do not and will not, constitute violation of any laws.
 - b) PPP Centre shall provide or perform all its services and other obligations under this agreement with due diligence and to the best level of care and judgment, which it adopts in its regular course of business of providing quality coaching.
20. That it is clearly understood and agreed to by and between the parties that ICSI shall not incur or suffer any kind of liability –legal, financial or otherwise – with regard to its obligations under this agreement. ICSI shall keep a possible ordinary control to ensure quality education through supervision by deputing its own personnel in the classes and by having confidential and independent feedback from the students.
21. That the PPP Centre hereby further covenants and agrees to indemnify and keep at all times indemnified the ICSI against any loss or damage that the ICSI may sustain as a result of the failure or neglect of the PPP Centre to faithfully carry out its obligations under this agreement and further to pay for all losses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer and to indemnify and keep indemnified the ICSI in all respects.
22. That the Agreement shall cease to operate and either party shall not be liable for any penalties under any laws, if a breach of obligation under the contract is the result of unavoidable circumstances beyond the control of the parties like war, earth-quake, natural calamities etc.
23. That the taxes as applicable from time to time have shall be borne by the PPP Centre.

24. Governing Law

- a. The agreement shall be subject to the jurisdiction of the courts at Delhi.
- b. Any dispute or differences arising out of or related to this Agreement shall be referred to the Arbitrator to be appointed by the Secretary & Chief Executive Officer, ICSI at its sole discretion. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time and the decision of the arbitrator shall be final and binding on the parties. The arbitration proceedings shall be conducted in Delhi. The cost of arbitration including the fees of the arbitrator shall be borne by both the parties equally.

25. That notwithstanding anything contained in this Agreement, the parties agree that any terms or the clause may be varied by way of supplementary deed/agreement.

IN WITNESS WHEREOF the parties hereto have set their respective hands to the Agreement and a duplicate thereof on the day, month and year mentioned hereinabove.

SIGNED AND EXECUTED BY: -

Authorised signatory of PPP centre		Authorised signatory of ICSI - HQ	
Signature	:	Signature	:
Name	:	Name	:
Position	:	Position	:
On behalf of the PPP Centre		On behalf of the Institute -HQ	

WITNESS:

1.

2.

Signature with stamp
(Chairman of respective Regional Council / Chapter of ICSI)