

Partner Managed Center (PMC) Launch and Fees Deposit Policy

PMC Center Launch:

1. Signing of JV Agreement:

- The Training Center ("**Center**") shall be launched only upon execution of a Joint Venture Partner Agreement ("**JV Agreement**") between the Joint Venture Partner ("**JVP**") and CMS.

2. Document Checklist:

- Prior to executing a JV Agreement, the potential JVP shall submit, for verification by CMS, the Documents as set out in the Document Checklist at Annexure A hereto.
- Upon intimation by CMS that the documents submitted are satisfactory and in order, the parties shall execute the JV Agreement.

3. Authorization Fee:

- Prior to executing a JV Agreement, the JVP shall pay to CMS, 100% of the Authorization Fee, in the amount as specified by CMS.
- The **Authorization Fee** is an interest free, non-refundable amount.

4. Security Deposit:

- At the time of executing the JV Agreement, the JVP shall also pay to CMS 100% of the free **Security Deposit**, in the amount as specified by CMS.
- The Security Deposit is held by CMS to ensure due performance by the JVP of its obligations under the JV Agreement.
- The Security Deposit shall be interest free.
- Upon expiry or termination of the JV Agreement by mutual agreement between the parties, CMS shall refund the Security Deposit to the Partner.
- Provided that, in the event of non-payment of the Fees (as per the Fee Deposit Policy below) or other breach/s of the terms and conditions of the JV Agreement by the JVP, CMS shall be entitled to forfeit the Security Deposit.

5. Execution of Memorandum of Understanding (MOU):

- Upon verification of Documents by CMS, in the event that it is found that there documents are not as per CMS' requirements, or in the event that the potential JVP hasn't submitted all the Documents as required by CMS, CMS and JVP may execute an MOU.

- It shall be noted that the JVP shall be required to deposit 100 % of the Authorization Fee as well as 100% of the Security Deposit, prior to execution of the MOU in terms of Clauses 3 and 4 above.
- The JVP shall submit the remaining Documents to CMS within a maximum period of 90 days of the date of signing of the MOU, upon which the parties shall execute a JV Agreement in terms of Clause 1 above.
- In the event that the JVP fails to execute the JV Agreement within the aforesaid period of 90 days, either for want of complete documents or for any other reason attributable to the JVP, the Authorization Fee paid by the JVP at the time of execution of the MOU shall stand forfeited, and the entire process of registration and empanelment shall have to be re-initiated.

6. Center Launch:

- The Center can be launched only after execution of the JV Agreement between the parties. Respective Regional Manager needs to submit the "Center Readiness Report" to the CMS' Corporate Office before the launch of the Center. Format of Center Readiness Report is available in Annexure B
- Center Readiness Report needs to be counter approved by Business Head

7. Immediate actionables from CMS' Corporate Office on successful launch of the Center:

- Allocation of Center Code and Center Number
- Creation of Online Center Management Login id
- Creation of Official email id for the Center
- Creation of Official email id for the JVP
- Updating Center postal address and contact details on the website
- Issuing of Center Launch Kit
- Issuing of Academics Kit
- Issuing of Software DVD's
- Updating to Helpdesk on the various National Marketing Campaigns
- Issuing of Center Stamp Layout
- Issuing of Standard Formats of Reports and Records
- Issuing of Center Operations Manual (Soft Copy)

8. Fee Deposit Policy

- JVP or a person duly Authorized by the JVP shall be responsible to deposit the Center collection on-time in terms of this policy and the JV Agreement. .
- For all PMC Centers, the JVP shall be responsible for depositing the collection in CMS' designated bank Account against the standard Regular Fee Receipt (RFR) & General Fee

Receipt (GFR) receipts, maximum within the next 3 bank working days from the date of receipt.

- In case the JVP fails to deposit the collection within 3 bank working days, then from the 4th working day onwards the JVP shall be liable to bear the penalty of Rs. 500/- per day per non-deposited receipt for next 10 working days.
- In case the JVP fails to deposit the collection along with the penalty within 10 working days, then from 11th day onwards CMS' Corporate Office will enforce the Temporary Termination (TT) of the respective center.
- During Temporary Termination (TT) phase CMS' Corporate Office will invoke the Security Deposit and following support will also be put on hold:
 - IAMS Support (Center will not be able to take new enrollments)
 - CMR Processing
 - Visibility of the Center on official website
 - Leads from Helpdesk
- From the 11th working day onwards CMS' Corporate Office will charge penalty of Rs. 1,000/- per day per receipt on the non-deposited receipts including pending penalty amount.
- Only after receipt of the complete pending amount including of penalty, CMS' Corporate Office will resume the support / services and Center will be no more under Temporary Termination (TT) phase.
- The above shall be without prejudice of CMS' rights under the JV Agreement to terminate the contract for material breach.

- **Please refer to the below mentioned illustration:**

ILLUSTRATION											
Days	Collection Date	3 Days grace period	4th Day Onwards	5th Day	6th Day	7th Day	8th Day	9th Day	10th Day	11th Day onwards	12th Day
Date	31-Jul-16	03-Aug-16	04-Aug-16	05-Aug-16	06-Aug-16	07-Aug-16	08-Aug-16	09-Aug-16	10-Aug-16	11-Aug-16	12-Aug-16
Receipt 1	5,000	5,000	5,500	6,000	6,500	7,000	7,500	8,000	8,500	9,000	10,000
Receipt 2	5,000	5,000	5,500	6,000	6,500	7,000	7,500	8,000	8,500	9,000	10,000
Receipt 3	5,000	5,000	5,500	6,000	6,500	7,000	7,500	8,000	8,500	9,000	10,000
Tot. Amt. (Rs.)	15,000	15,000	16,500	18,000	19,500	21,000	22,500	24,000	25,500	27,000	30,000
Penalty	NA	NA	Penalty of Rs. 500/- per day per non-deposited receipt							Penalty of Rs. 1000/- per day per non-deposited receipt	
Temporary Termination (TT) Phase	NA		NA							Temporary Termination (TT) Phase	Temporary Termination (TT) Phase

Illustration:

- JVP collected total Rs. 15,000/- on 31st of the calendar date.
- JVP need to deposit Rs. 15,000/- into CMS' designated bank account on or before 3rd of the calendar date. (i.e. within 3 days of receipt).

- In case the JVP fails to deposit the collection on or before 3rd February then from 4th of the calendar date onwards CMS' Corporate Office will charge penalty of Rs. 500 per day per non deposited receipt. Hence the total pending amount payable on 4th of the calendar date will be Rs. 16,500/-. Amount payable on 7th of the calendar date will be Rs. 21,000/- and on 10th of the calendar date it will be Rs. 25,500/-
- In case the JVP fails to deposit the collection on or before 10th of the calendar date then from 11th of the calendar date Center will be under Temporary Termination (TT) phase and JVP need to pay total Rs. 27,000/- based on the penalty of Rs. 1,000/- per day per non deposited receipt calculated on 11th of the calendar date.

To resume the support from CMS' Corporate Office and to come out of Temporary Termination (TT) phase center need to pay the outstanding amount including penalty based on the number of days due against each non deposited receipt.

Annexure A

Documents checklist

1. Valid Property Agreement:
 - a. Rented premises: Leave and License Agreement
 - b. Owned : Sale/ Purchase Agreement
2. Shop and Establishment Certificate
3. Identity proof and Address proof of the Partner
4. Pan Card of the Firm/Company/Partners
5. Company: Letter of Intent (LOI), Memorandum of Association (MOA) and Article of Association (AOA)
6. Partnership Firm: Partnership Deed
7. Contact No.
8. Proof of Deposit of Authorisation Fee paid / Bank Statement / CMS Receipt
9. Security Deposit
10. 3 months Bank statement for Partner and Licensee name

Annexure B

Center Readiness Report

Center Name: _____

Center Postal Address: _____

Serial Number	Title	Description
1.	Center Sign Board	
2.	Center Land Line Number	
3.	Counseling Cabin	
4.	Enquiry waiting are	
5.	Drinking Water	
6.	Computer Lab	
7.	Internal cabling at the computer lab (LAN)	
8.	Comfortable Chair	
9.	Running Table inside the computer Lab	
10.	Air Conditioner (AC)	
11.	Fire Extinguisher	
12.	Shop & Establishment Certificate	
13.	LAB PCs For Higher End Modules	
14.	LAB PCs For Lower End Modules	
15.	Front Office PC	
16.	External DVD Combo RW	
17.	Scanner	
18.	Deskjet Printer	
19.	Dot Matrix Printer	
20.	Multimedia Speaker	
21.	Head Phone With Mike	

22.	Web Camera	
23.	Router	
24.	Switch	
25.	Console Kits	
26.	Back To Back Cables	
27.	UPS	
28.	Screw Driver Kit	
29.	Crimping Tool	
30.	Used computer components(For Demo)	
31.	Blank CD and DVD	
32.	Cable checker	
33.	Board marker and ink	
34.	Center Manager / Counselor	
35.	Marketing Executive	
36.	Office Boy	
37.		
38.		
39.		
40.		

This is to confirm and acknowledge that above mentioned data is verified by undersigned.

Regional Manager / Territory Manager Name: _____

Signature & Date: _____

Annexure C

Required IT Infrastructure for new launch of CMS PMC Center

The below mentioned list broadly specifies the IT infrastructure requirement for a training center with 4 labs X 12 students each.

Serial Number	Device / Component	Make	Specification	Qty.
1.	LAB PCs For Higher End Modules	Assembled/ Branded	Intel I5(or equivalent AMD Processor) with 8GB RAM ,500GB HDD,LCD/LED screen	12
2.	LAB PCs For Lower End Modules	Assembled/ Branded	32/64bit Processer with Minimum 4GB Ram 500GB HDD	12
3.	Front Office PC	Assembled/ Branded	32/6bit Processer with Minimum 2GB RAM 500GB HDD	1
4.	External DVD Combo RW	USB	NA	4
5.	Scanner	Any	Flat Bed	1
6.	Deskjet Printer	Any	Any	2
7.	Dot Matrix Printer	Any	80 Column	1
8.	Multimedia Speaker	Any	NA	2
9.	Head Phone With Mike	Any	NA	1
10.	Web Camera	Any	NA	1
11.	Router	CISCO	2811 ROUTERS 16D/16F	2
12.	Switch	CISCO	SWITCH 2950, 24 port	1
13.	Console Kits	CISCO	No specifications	2
14.	Back To Back Cables	CISCO	No specifications	2
15.	Wireless Lan Cards	D-LINK	No specifications	4
16.	Access Points	D-LINK	No specifications	2
17.	UPS	DB Power	10 KVA UPS, 3 PH Input, 1 PH Output (LN 3100 series with 60 minute battery backup)	1

Serial Number	Device / Component	Make	Specification	Qty.
1.	Screw Driver Kit	Any	No specifications	2
2.	Crimping Tool	Any	No specifications	1
3.	Used computer components(For Demo)	Any	No specifications	2 Sets
4.	Brush	Any	No specifications	1
5.	CD Pouch	Any	No specifications	2
6.	CD and DVD	Any	No specifications	10 Each
7.	Cable checker	Any	No specifications	1
8.	Multimeter	Any	No specifications	1
9.	Board marker and ink	Any	No specifications	1 Set
10.	8GB pen drive	Any	No specifications	1

Annexure D

Required Non-IT Infrastructure for new launch of CMS PMC Center

Serial Number	Device / Component	Specification
1.	Counseling Cabin	Recommended number of counseling cabin is 2. Minimum 1 counseling cabin should be available at the time of launch of the center.
2.	Enquiry waiting are	Sufficient place should be available for the walk-in or enquiry to wait within the center premises
3.	Drinking Water	Center need to be equipped with Drinking Water facility
4.	Computer Lab	Minimum 2 computer Labs should be ready for the launch of the center
5.	Internal cabling at the computer lab (LAN)	Internal cabling of the machines using CAT 6 cable and 1Gbps Switch is required
6.	Comfortable Chair	Center should be equipped with comfortable chairs inside the counseling cabin, at waiting area & Computer Lab
7.	Running Table inside the computer Lab	Running table structure
8.	Air Conditioner (AC)	Every counseling cabin and computer Lab need to equipped with minimum 1 AC. For the launch of the center 1 counseling cabin and 1 computer lab need to be equipped with AC
9.	Fire Extinguisher	Minimum 1 Fire Extinguisher need to be available at the center
10.	Shop & Establishment Certificate	Center need to acquire Shop & Establishment Certificate within 3 months of launch of the center

Annexure E

Required Staff for the new launch of New PMC Center

Serial Number	Position / Designation	Resource in Number
1.	Center Manager / Counselor	1
2.	Marketing Executive	1
3.	Office Boy	1

Date: 24thNovember 2016

(Ref. Circular No.: CO/2K1611/1213 with effect from 24thNovember 2016)

Mandatory to Use Licensed Version of Microsoft Operating System

As per the recent update from our partner Microsoft, it is mandatory to have a Licensed Version of Microsoft Operating System (Base) in all machines that are used for conducting trainings. Hence all machines that are used for conducting trainings must have a licensed version of the base Microsoft Operating System, CMS IT Services Private Limited has a strict policy pertaining the usage only of licensed and legitimate software within our training ecosystem. We sincerely believe that as our partners and responsible IT entrepreneurs, you too share our commitment to use only licensed and legitimate software within your centre. Requesting all of you to perform an internal audit within your centres periodically to ensure compliance.

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