



THE INSTITUTE OF Company Secretaries of India

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

'ICSI House', C-37, Sec-62 Noida-201309

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GUIDELINES FOR CONDUCTING ORAL COACHING CLASSES THROUGH PUBLIC- PRIVATE PARTNERSHIP

The guidelines/ scheme for the purpose of imparting oral coaching classes under Private / Public Partnership as approved by the Council in its 168th meeting held on 11.11.2006 are given in the ensuing paragraphs.

1. Registration

The Institute may register any Private Coaching Center, subject to preliminary assessment by the Institute about its suitability, infrastructure, etc., for conducting the Oral Coaching Classes on receipt of the prescribed Registration Fee. The following is the fee structure for Registration: -

Sl.No.	Cities	Registration Fees (Rs.)
1.	Chennai, Kolkata, Mumbai, New Delhi, Noida, Gurgaon, Jaipur, Ghaziabad, Faridabad, Lucknow, Kanpur, Chandigarh, Hyderabad, Bangalore, Kochi, Coimbatore, Pune, Ahmedabad, Navi Mumbai, Thane, Indore, Vadodara. (Criteria: Cities where Regional Councils/A & B Grade Chapters are located)	20,000
2.	Patna, Bhubaneswar, Guwahati (North East), Hooghly, Jodhpur, Bhilwara, Agra, Ludhiana, Udaipur, Meerut, Mysore, Visakhapatnam, Madurai, Thiruvananthapuram, Tiruchirapalli, Thrissur, Surat, Rajkot, Aurangabad, Nashik, Goa, Nagpur, Bhopal, Raipur. (Criteria: Cities where C Grade Chapters are located)	10,000
3.	Jamshedpur, Dhanbad, Ranchi, Sonapat, Alwar, Ajmer, Jammu, Allahabad, Modinagar, Rohtak, Amritsar, Jalandhar, Bareilly, Varanasi, Dehradun, Srinagar, Karnal-Panipat, Kota, Shimla, Yamuna Nagar, Managalore, Palakkad, Salem, Calicut, Puducherry, Kolhapur, Dombivli (Criteria: Cities where D Grade Chapters are located)	5,000
4.	In rest of the Cities	3,000

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

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2. Cut-off Dates for Registration

The cut-off dates for registration with the Institute for the respective session of examinations are as under: -

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

3. Security Deposit

Every Private Coaching Center intending to seek registration for imparting Oral Coaching to the CS Students registered with the Institute shall pay a Security Deposit of Rs.25, 000 (refundable on expiry of the registration period or on the cancellation/ termination of the contract.). The Security Deposit will be forfeited and utilized for refunding the fees remitted by students, which have not been so refunded by the Coaching Center after discontinuing the classes in the midst of the session.

Rebate of 50 % percent on the Security Deposit on empanelment from fifth centre onwards will be given to the Coaching Centres subject to the condition that these centres will be established within the jurisdiction of a single city. Further, such centres would not be allowed to give sub-franchise and centres should be managed under their own name.

No Coaching Centre empanelled under the Scheme will have exclusive authority for running Oral Coaching Classes in a specified area, say a State or District etc. and the Institute would be at liberty to empanel any number of centres in the same locality/area without seeking the consent of existing Coaching Centres.

4. Validity of Registration and Renewal thereof

The registration would be valid for one year and can be extended further on year-to-year basis; on specific recommendations received in this regard from the respective Regional Council/Chapter of the Institute with regard to the performance of the Coaching Center and provided such Coaching Centers pay the prescribed Renewal Fee. The following is the fee structure for such renewal.

Sl.No.	Location of the Private Coaching Center	Renewal Fees (Rs.)
1.	Chennai, Kolkata, Mumbai, New Delhi, Noida, Gurgaon, Jaipur, Ghaziabad, Faridabad, Lucknow, Kanpur, Chandigarh, Hyderabad, Bangalore, Kochi, Coimbatore, Pune, Ahmedabad, Navi Mumbai, Thane, Indore, Vadodara. (Criteria: Cities where Regional Councils/A & B Grade Chapters are located)	10,000
2.	Patna, Bubneshwar, Guwahati (North East), Hooghly, Jodhpur, Bhilwara, Agra, Ludhiana, Udaipur, Meerut, Mysore, Visakhapatnam, Madurai, Thiruvananthapuram, Tiruchirapalli, Thrissur, Surat, Rajkot, Aurangabad, Nashik, Goa, Nagpur, Bhopal, Raipur. (Criteria: Cities where C Grade Chapters are located)	5,000
3.	Jamshedpur, Dhanbad, Ranchi, Sonapat, Alwar, Ajmer, Jammu, Allahabad, Modinagar, Rohtak, Amritsar, Jalandhar, Bareilly, Varanasi, Dehradun, Srinagar, Karnal-Panipat, Kota, Shimla, Yamuna Nagar, Managalore, Palakkad, Salem, Calicut, Puducherry, Kolhapur, Dombivali (Criteria: Cities where D Grade Chapters are located)	3,000
4.	In rest of the Cities	1,500

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

5. Agreement

The Private Coaching Centers whose proposals are accepted by the Institute for conducting the Oral Coaching Classes for CS Students would be required to sign an agreement as per Institute's format.

6. Functions of Coaching Centres and issue of Coaching Completion Certificates and Fees thereof .

Every Coaching Center should inform the Name, Registration No., etc. of the students to the Institute immediately in prescribed format on commencement of the Oral Coaching Classes. The Coaching Centers shall send the OT Performance Report on or before 15th April and 15th November for June and December session of CS Examinations respectively for the purpose of issuing the Coaching Completion Certificates etc. Private Oral Coaching Center shall maintain proper records about the attendance. Oral Coaching Classes conducted by the Private Coaching Centers shall be monitored/inspected/evaluated by the Verifier/Scrutinizer or other appropriate

Authorities or representatives of the Institute through the respective Regional Councils/Chapter to which the Private Coaching Centre is attached.

The OT Performance Reports submitted by the Private Oral Coaching Centers must accompany the following detail in formations/documents viz. i) Complete particulars (including names, qualifications and experience) of all the faculty members engaged in taking the Oral Coaching Classes for the respective session of CS Examinations; ii) Copies of the Bill of honorarium payable to the faculty members; iii) Copies of the feed-back received/collected from the students (who are undergoing the Oral Coaching classes) together with the gist thereof and the comments of the head of the OT Center for its consideration by the Directorate of Academics & Professional Development of the ICSI.

Further the Coaching Centers would be required to pay the following fees for issue of Coaching Completion Certificates;

1.	For Foundation Program students	15 percent of the Tuition Fee charged by the Centre subject to a minimum of Rs. 750 per student per module.
2.	For Executive Program students	15 percent of the Tuition Fee charged by the Centre subject to a minimum of Rs.1050 per student per module.
3.	For Professional Program students	15 percent of the Tuition Fee charged by the Centre subject to a minimum of Rs.1050 per student per module.

7. Quality of Coaching and Infrastructure

Faculty: The faculty engaged for the purpose as far as possible, shall be in accordance with the qualifications and experience as detailed in the Oral Coaching Guidelines and the statement thereof should be provided at the time of registration as Coaching Centre. Any additions/deletions in the said statement containing faculty members shall be intimated to the Institute from time to time.

Infrastructure: It would be the responsibility of the Coaching Center to ensure quality coaching and also make available the necessary infrastructure like drinking water, well ventilated class rooms, proper sanitation, parking facility, etc. to the students and the size of the class rooms' vis-à-vis Student-Teacher ratio should be 40:1 i.e. a maximum of 40 students per teacher.

Display: The Coaching Center should prominently display the name of the Coaching Center indicating the tie-up with the Institute on an 8' X 3' board.

Library: The Coaching Center should have a self-contained Library for the general/ reference use of students.

While skeleton complaints/ grievances from the students regarding the quality of coaching imparted to them would be ignored, collective complaints would be viewed seriously.

At any stage, if it is found that the quality of Coaching and infrastructure is not up to the satisfaction of the Institute, it reserves the right to cancel / terminate the registration without assigning any reason thereof.

8. Number of Lectures, Attendance and Tests

Stage	No. of lectures & duration	No. of Tests
Foundation Program	Minimum 30 lectures of 2 hours in each subject	<i>Foundation Program Students will be required to pass One out of Two Tests per subject by securing minimum 40% marks.</i>
Executive Program	Minimum 30 lectures of 2 hours in each subject per Group/Module	<i>Executive Program students will be required to pass One out of Two Tests per subject by securing minimum 40% marks.</i>
Professional Program.	Minimum 30 lectures of 2 hours in each subject per Group/Module	<i>Professional Program students will be required to pass One out of Two Tests per subject by securing minimum 40% marks.</i>

At least 75 percent attendance shall ordinarily be necessary in each paper. Attendance is 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 through representatives of its Regional Councils/ Chapters

The classes will only be allowed to be conducted on Module basis and NOT for individual subjects.

9. Autonomy in Charging Fee and Financial Support / Compensation

The Private Coaching Centers would have full autonomy in deciding the fees to be charged from the students. But the Institute would NOT provide any financial support/ compensation to the Coaching Centers on any account.

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

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

11. Sharing of Revenue with the Regional Councils/ Chapters

50 percent of the net revenue generated from the above activity would be shared with the concerned Regional Council/Chapter on receipt of specific request made in this regard by the concerned Regional Council/Chapter. It is clarified that the revenue generated from cities where there is no Regional Council/Chapter in existence would be retained by the Headquarters.

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

The Members of the Regional Councils and Managing Committees of the Chapters and their relatives viz. Spouse and Dependent Children of the members may not ordinarily be permitted to manage and own Oral Coaching Centres and/or act as faculty at such Centres.

However in exceptional circumstances, the members of the Regional Councils and Managing Committees of the Chapters and their relatives – as quoted above – may be allowed to act as faculty subject to the condition that the concerned member seek prior permission from the respective Regional Council/Chapter which in turn would disclose the relevant details in their Annual Reports.

13. Applicability of Oral Coaching Guidelines:

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

[For any clarification, please contact :](#)

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The Institute of Company Secretaries of India
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Mobile : 9899349247
E-mail : ashvini.srivastava@icsi.edu**

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(AGREEMENT IS TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF Rs.50/-)

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 ADDRESS 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 the Institute of Company Secretaries of India, 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 Coaching Center) 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 Coaching Center under Public-Private Partnership for conducting the Oral Coaching Classes for the Foundation/ Executive/Professional Programs of the ICSI.

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

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NOW THIS AGREEMENT WITNESSTH AS UNDER: -

1. That the name of the Coaching Center shall be _____
(Name of the Coaching Center) (Empanelled with The Institute of Company Secretaries of India).
2. That the Coaching shall provided by the Coaching Center from its premises situated at _____
3. That the Coaching Center 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 agreement renewed, the Coaching Center 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 Coaching Center 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 Coaching Center shall also pay a lump sum amount of Rs. _____ towards registration fees for the registration done by the Coaching Centers 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 incase of renewal, _____ (Name of the Coaching Center) shall pay the prescribed fee as per the guidelines framed and as amended from time to time.
8. That the Coaching Center shall send the Performance Reports by the prescribed cut-off dates as per the ICSI guidelines.
9. That the Coaching Center 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 lump sum fee charged by the Coaching

Center from the students for imparting Oral Coaching Classes and shall NOT be charged separately.

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- 10. That the Coaching Center understands that if the quality of Coaching and infrastructure is not up to the satisfaction of the ICSI, it reserves the right to cancel / terminate the agreement without assigning any reason thereof.**
- 11. That the cancellation/ termination shall not affect the contractual obligations in respect of completion of the course in respect of any batches of class that have been commenced and are in progress and fees for which have been collected from the participants by the Coaching Center.**
- 12. That the Coaching Center understands that ICSI would NOT provide any financial support/ compensation to the Coaching Centers on any account.**
- 13. That the Coaching Center 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 Coaching Center.**
 - (b) Suggest/prescribe course, which can be taken up for such classes.**
- 15. That the Coaching Center on its part would undertake to: -**
 - (c) To abide by the ICSI guidelines framed and as amended from time to time;**
 - (d) Provide the library facilities.**
 - (e) Provide intensified coaching with the best faculty so that good results could be obtained.**
- 16. That the Coaching Center shall obtain feedback from the students with regard to quality and content of training and the teaching staff and shall provide the feedback in summary form along with a copy of the feedback Performa 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 Coaching Center.**
- 17. That the Coaching Centers can advertise/ publicize regarding conduct of Oral Coaching Classes in the Institute's Bulletins namely Student Company**

Secretary Bulletin and Foundation Course Bulletin. 25% discount on the prescribed advertisement rates would be offered on such advertisements.

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- 18. That notwithstanding anything contained herein before, nothing in this agreement shall be construed to constitute Coaching Center as an agent or a partner or a representative of ICSI except for the limited purpose of conducting Oral Coaching Classes for the CS Students in terms of the agreement and/ or guidelines framed and as amended from time to time.**
- 19. That the Coaching Center represents and warrants to ICSI that**
 - a) Coaching Center has full power, authority and legal right to execute and deliver, and to perform all its obligations under this Agreement. The execution, delivery and performance of this Agreement by Coaching Center do not and will not, constitute violation of any laws.**
 - b) Coaching Center shall perform all services and its other obligations under this agreement with due diligence and with 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 of education through supervision by deputing its own personnel in the classes and by having confidential and independent feedback from the students.**
- 21. That the Coaching Center 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 Coaching Center to faithfully carry out its obligations under this agreement and further to pay for all loses, 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 to be borne by the Coaching Center.**

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24. Governing Law

- a. The agreement shall be subject to the jurisdiction of 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 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 WHERE OF the parties hereto have set their respective hands to the Agreement and a duplicate thereof the day, month and year mentioned hereinabove.

SIGNED AND EXECUTED BY: -

Authorised signatory from the side of Coaching centre	Authorised signatory from the side of ICSI - HQ
Signature :	Signature :
Name :	Name :
Position :	Position :
On behalf of the Coaching Center	On behalf of the Institute -HQ

WITNESS:

1.

2.

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



**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 CLASSES 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 likes built-up area, number of classrooms available, seating capacity, drinking water/ sanitation facilities, location advantages, whether own/ rented premises, etc.	
8.	Name, Qualification of the Director(s)/ Partner(s)	
9.	Name, Qualifications of the 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 the institution for imparting the Oral Coaching Classes 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 certify/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 guidelines of the Institute on 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 of the infrastructure 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)