HARYANA KNOWLEDGE CORPORATION LIMITED (HKCL)

ALC UNDERTAKING

AUTHORISED LEARNING CENTRE TERMS & CONDITIONS

Applicant Details:

Sl. No.	Details	Description
1	Name of the Centre	
2	AO/ ALC Code	
3	Centre Status	☐ I am applying for new centre. (Applying For New Centre) --- ☐ I am applying for Centre Renewal. (Renewing the Existing Centre) a. ☐ I have done the required no of admission to be eligible for centre renewal. b. ☐ I have failed to meet the admission criteria for centre renewal.
4	Centre Owner Name	
5	Email ID	
6	Owner Mobile No.	
7	Father/ Spouse Name	
8	Date of Birth of Applicant	
9	District	
10	Block	
11	Pin code	
12	Address with nearest landmark	
13	Status of the Organization	☐ Proprietorship, ☐Partnership, ☐Society, ☐Trust, ☐ Other, _____
14	Designation	☐ Proprietor, ☐Partner, ☐Director, ☐Trustee, ☐ Other, _____
15	PAN Number of Organization/Applicant	
16	Aadhaar Number of Applicant	

I (as per above) have agreed to the terms and conditions as stated in this document to establish an Authorized Learning Centre "ALC" of Haryana Knowledge Corporation Limited – "HKCL" for the year **2027.**

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(Centre Owner Signature with Date)

HARYANA KNOWLEDGE CORPORATION LIMITED (HKCL)

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SECTION 1: DEFINITIONS

The following words/ phrases used in these Terms and Conditions shall mean and be defined as nearest to the meaning given below:

- **HKCL** means Haryana Knowledge Corporation Limited, which is a public limited company under the administration of Citizen Resource Information Department (CRID), Haryana.
- **COURSES** means different computer proficiency and advanced Skill development courses offered by HKCL for the learners viz., HS-CIT (Haryana State - Certificate in Information Technology), HS-CIT-A, HS-CIT A+, HCOC (HKCL Career Oriented courses), HTSE, etc. HKCL reserves its rights to modify, cancel or add to the number and nature of courses. However, this will not include prescribing the revision of syllabus and all other allied aspects regarding the conduct of the courses, which can be done unilaterally by HKCL.
- **ALC** means the Authorized Learning Centre established by HKCL.
- **RC** means Regional Coordinator of the District.
- **IT** means "Information Technology".
- **Learner** means the individual registered at the ALC with a valid learner code generated by the application handling learner data for the courses as per HKCL norms.
- **HSBTE** stands for Haryana State Board of Technical Education

SECTION 2: DUTIES, RIGHTS AND RESPONSIBILITIES OF THE ALC

I do hereby undertake that:

i. I have read and understood all the guidelines and communications issued by HKCL and will ensure strict adherence to and full compliance for smooth conduct of HKCL courses and programs.

ii. I shall adhere to all the guidelines/communications as may be received from time to time from HKCL with respect to my association with HKCL.

iii. I shall invest in and maintain the necessary infrastructure, equipment, and facilities for the ALC.

iv. **Use of HKCL logo and HS-CIT name and logo:**

- I understand that the logo of HKCL, HS-CIT, HS-CIT A, HS-CIT A+ and HCOC (as below) are registered Trademark of HKCL, and any unauthorized use of the logos will attract penal provisions under the Court of Law as per provisions of infringement of Trademark under 'The Trademarks Act, 1999'.



- I understand that the HKCL, HS-CIT, HS-CIT A, HS-CIT A+ and HCOC name and logo are to be used exclusively for the promotion of HKCL products and services only as per instructions /guidelines of HKCL in this regard. Any material/document that includes the HKCL, HS-CIT, HS-CIT A, HS-CIT A+ and HCOC name and logo, and/or use of HKCL, HS-CIT, HS-CIT A, HS-CIT A+ and HCOC name and Logo for any purpose other than as much as authorized by HKCL, will be treated as unauthorized use of registered logo, which is strictly prohibited, and may attract legal action by HKCL.

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- I understand that HKCL logo can only be used on participation or felicitation certificates that are designed and provided by HKCL. Authorized Learning Centers are **not permitted to create or print any kind of design using HKCL logo or any of its product's name and/or logo in any manner**, on any material without explicit approval from HKCL.
- I understand that **I am not authorized to design or issue any certificates bearing the HKCL's name and HS-CIT, HS-CIT A, HS-CIT A+ and HCOC, or use Haryana State Board of Technical Education (HSBTE) name and/or logo** without explicit approval from HKCL. Any such use will be considered as unauthorized use as well as will be treated as violation of our trademark rights, wherever applicable, and may attract legal implications.

v. I shall provide and maintain the required infrastructure, including classrooms, labs, and utilities, as per HKCL specifications. *(Refer Section 3)*

vi. I shall establish and upgrade a computing facility with a LAN, server, and at least twenty PCs, as required by HKCL.

vii. I shall comply with HKCL's Quality, Information Security, and Service Management Policies, understanding that non-compliance may result in cancellation of my authorization as ALC of HKCL.

viii. I shall implement the technical and operational requirements as specified by HKCL, including system installation, staff availability, course scheduling, etc.

ix. I shall ensure proper training for staff to maintain IT infrastructure and minimize downtime.

x. I shall deliver the syllabus of courses effectively, ensuring learners achieve the desired competencies.

xi. I shall prioritize learner satisfaction, addressing complaints promptly and escalating as necessary.

xii. I shall maintain attendance records of learners and uphold cleanliness standards in my center.

xiii. I shall provide up-to-date contact information and regularly check communications from HKCL.

xiv. I shall ensure the safety and insurance of assets and personnel at my ALC.

xv. I shall manage learner enrolments, including data entry, fee collection, and issuing receipts, as per HKCL procedures.

xvi. I shall ensure timely and regular supervision and confirm to HKCL each Learner's progression through HKCL's Learning Management System (LMS) which provides evidence-based learning of the Learner.

xvii. **I shall confirm learner admissions and transfer HKCL share of fees to HKCL in a timely manner.**

xviii. I shall maintain the required facilitator-to-learner ratios in classrooms and labs.

xix. I shall adjust academic activities to ensure learners have sufficient access to classrooms and labs.

xx. I shall ensure courses run smoothly according to HKCL guidelines.

xxi. I shall promote the courses and finalize admissions before HKCL deadlines, allowing HKCL access to students for information sharing.

xxii. I shall create and maintain official social media accounts and pages for the Authorized Learning Centre (ALC) on the following platforms: **Facebook**, **Instagram**, and **Google Business Profile (Google My Business)**, as may be prescribed by HKCL from time to time.

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xxiii. I shall ensure that the official social media accounts of the ALC remain active and are regularly updated with content pertaining to HKCL-related activities, events, achievements, announcements, and promotional material, in accordance with the guidelines prescribed by HKCL.

xxiv. I shall follow all official social media platforms and accounts of Haryana Knowledge Corporation Limited (HKCL) and shall actively engage with and promote the content shared through such platforms.

xxv. I shall comply with all social media guidelines, branding standards, communication policies, and such other instructions as may be issued by HKCL from time to time with respect to the conduct and management of ALC's social media presence.

xxvi. I shall verify the identity and details of each learner before submitting the admission form online. Once the form has been submitted, no further modifications to the learner's data shall be entertained.

xxvii. I shall ensure regular updates to learner data and report any irregularities, understanding that my authorization may be revoked if issues are not resolved in timely manner.

xxviii. I shall collect learner feedback and testimonials as required by HKCL.

xxix. **I shall ensure the effective facilitation of learning and provide comprehensive support to all learners enrolled. Furthermore, I commit to regularly following up and tracking their learning progression to ensure timely course completion.**

xxx. I shall appoint a single point of contact for all communications with HKCL and provide their details at registration/renewal.

xxxi. I shall submit all required information, reports, and clarifications to HKCL promptly.

xxxii. I shall attend all HKCL meetings and provide necessary updates.

xxxiii. I will attend all the training held at HKCL headquarters or regional levels at my own expense.

xxxiv. **I, or one of my Learning Facilitators, will enroll in the HS-CIT course within 7 days of completing the ALC registration process, and we commit to completing the course within the next three months.**

xl. I understand that non-cooperation may result in my disengagement as an ALC per HKCL's decision.

SECTION 3: INFRASTRUCTURE SAFETY, SECURITY & DISASTER PREPAREDNESS

I do hereby undertake that:

i. I shall obtain and maintain a valid Fire Safety Certificate or any other statutory fire safety approval, and comply with all fire safety requirements prescribed by the competent authority.

ii. I shall take all necessary preventive measures to protect the Centre, its infrastructure, equipment, and learner records from natural calamities such as floods, fire, lightning, and other disasters.

iii. I shall regularly monitor advisories issued by the India Meteorological Department (IMD) and other Government authorities and take timely precautionary and preparedness measures whenever required.

iv. I shall maintain proper cleanliness, hygiene, sanitation, and a safe learning environment within the Centre premises at all times.

v. I shall obtain and maintain adequate insurance coverage for the Centre, covering risks such as fire, theft, burglary, natural calamities, and other insurable risks, wherever feasible.

vi. I shall ensure that all electrical wiring, equipment, UPS systems, and power installations are properly maintained and inspected periodically to minimize the risk of electrical accidents and fire hazards.

vii. I shall maintain functional fire extinguishers, first-aid facilities, emergency exits, and emergency contact information at the Centre and ensure that they remain readily accessible.

viii. I shall ensure that all computer systems, networking equipment, and other infrastructure are adequately protected from power fluctuations, water ingress, dust, and other environmental hazards.

ix. I shall ensure that the Centre remains fit, safe, and operational for conducting training and examinations, and shall promptly restore normal operations after any disruption.

SECTION 3: RECOMMENDED IT INFRASTRUCTURE

I do hereby undertake that the following infrastructure shall be made available as per the guidelines given in HKCL's Website in this regard:

3.1 Centre Setup:

3.1.1. **Central Server and Network:** One server with 10 to 50 workstations connected via LAN, UPS, optional DG set and Power Distribution Network, Network Switch, Modem, peripherals, licensed software (OS, MS Office), and Internet connectivity (ISDN, Leased line, Dial-up, Cable, DSL).

3.1.2. **Lecture Room:** Adequate ventilation, comfortable seating, writing board, and optional air conditioning.

3.1.3. **Computer Laboratory:** Optional air conditioning, suitable furniture, and ergonomic chairs.

3.1.4. **Miscellaneous Areas and Facilities:** Internet access, staff room, drinking water, capacity for 24 to 48 students, adequate lighting, and UPS for all workstations.

3.2 Computing Resources:

3.2.1. **Server Configuration:** Intel Core i5 or Above Processor, 16GB RAM, 1TB+ HDD, 10/100 Mbps Ethernet, Windows 10/11, or Server 2012, Antivirus. One server per center, supporting up to 10 clients; increase CPU and RAM if more clients are needed.

3.2.2. **Client Configuration:** Intel Core i3 or Above Processor, 8GB RAM, 160GB HDD, 10/100 BaseT PCI Ethernet, Keyboard, Mouse, Headphones per desktop, Webcam Windows 10/11, antivirus. Minimum 10 clients per center.

3.3 Common Requirements:

3.3.1. **LAN:** 10/100 Mbps Network Switch (D-Link, Linksys recommended); electrical and LAN wiring perpendicular or 2 feet apart.

3.3.2. **Internet:** 1 Mbps Broadband connection for all desktops via shared or proxy server.

3.3.3. **Peripherals:** Headphones with mic, web camera (1 per client), printer (600 dpi recommended), scanner (600 dpi recommended).

3.3.4. **Power Backup:** UPS, Inverter with battery backup or generator.

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SECTION 4: USE OF SOFTWARE

I do hereby undertake that:

i. I shall only use legally licensed software.

ii. I shall adhere to all software licensing terms for the products I use and install.

iii. I understand that HKCL will not provide any type of course-related software license.

iv. I understand that unauthorized or illegal software use is prohibited, and HKCL shall not be responsible for any consequences if these rules are violated.

SECTION 5: EXAMINATION CLAUSES

I do hereby undertake that:

i. I undertake to conduct the examination only on WORM-approved and authorized machines as per the prescribed guidelines.

ii. I shall ensure that the examination is conducted in a fair, transparent, and malpractice-free manner.

iii. I shall immediately report any technical issues or irregularities to the concerned authority through the prescribed support mechanism.

iv. I understand that any violation of the examination guidelines may result in disciplinary action, including cancellation of the learner's examination result.

v. I shall ensure that the examination lab, systems, internet connectivity, power backup, and other required infrastructure are fully functional before the commencement of the examination.

SECTION 6: GENERAL CLAUSES

I do hereby undertake that:

1. I understand that the terms and conditions are effective from January 01, 2027, or once my registration as an ALC is completed with HKCL, whichever is earlier. Renewal is subject to HKCL authorization, barring circumstances like withdrawal, unsatisfactory performance, or closure.
2. I shall ensure a minimum of 100 admissions during the year. I understand and accept that **if I fail to meet this assigned target, my ALC shall not be eligible for renewal** in the next calendar year.
3. If I am applying for renewal of my existing centre, in the event that I am found ineligible for renewal due to a shortfall in admissions in 2026, I hereby strictly commit to completing _____**(number) additional admissions by 31st March 2027**. I understand and accept that failure to meet this commitment will result in **the immediate blocking of my Centre**. My Centre shall only be unblocked subject to the consideration and **approval of the RM/ Network Head/ Managing Director (MD) of HKCL.** Furthermore, I acknowledge that these specific admissions are for backlog clearance only and shall **not be counted** towards the **current year's admission count for renewal, nor for any awards, schemes, or rewards.**
4. I understand that achievement of the admission target is not the sole criterion for the renewal of my Centre. I further acknowledge that any misconduct, misbehavior, unethical conduct, or any inappropriate behaviour towards HKCL officials or any action detrimental to the interests, reputation, or policies of HKCL

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(Centre Owner Signature with Date)

may result in the suspension, blocking, or discontinuation of my Centre at any time. Such action shall be communicated through an official email issued by HKCL. I understand that my **ALC Authorization Certificate** will be issued only upon the **successful completion of the registration/renewal process**. In the event that I am found ineligible for renewal due to a shortfall in admissions, I acknowledge that the Certificate will be withheld and issued only after I have successfully completed the required backlog admissions.

5. I understand and acknowledge that this is a performance-based relationship, and maintaining minimum standards is essential for my continuation as an ALC. My performance shall be **evaluated by HKCL**, and I accept that failure to meet expectations may result in the **suspension or termination of my Centre at any time**. Accordingly, I strictly commit to achieving the month-wise admission targets and the total annual admission commitment as defined in the table below:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total

6. I understand and acknowledge that the authorization granted to my Learning Centre by HKCL shall be valid for a period of one year only and shall be subject to renewal in accordance with HKCL's prescribed terms and conditions. In the event that I do not renew or continue my authorization, or my authorization is discontinued, suspended, or terminated for any reason, I undertake to immediately cease using and remove all HKCL-related branding, logos, trademarks, course names, promotional materials, signboards, banners, posters, advertisements, digital content, and any other materials displaying or referring to HKCL, its courses, products, or services from my Centre premises, websites, social media accounts, and other promotional or communication channels. I further undertake not to represent my Centre as an authorized HKCL ALC or otherwise imply any continuing association with HKCL after the expiry or termination of my authorization.

7. Authorization as an HKCL ALC does not guarantee eligibility for any government scheme or project during the first year of authorization. Eligibility shall be determined by HKCL based on the ALC's experience, past performance, learner pass-out ratio, and any other criteria prescribed by HKCL from time to time.

8. I strictly undertake to adhere to the Course Fee structure as prescribed by HKCL. I shall **never deviate** from the official fee, nor shall I charge any amount **less** than the prescribed Gross Amount from the learners under any circumstances. I understand that offering unauthorized discounts is strictly prohibited and may lead to disciplinary action against my ALC.

9. I shall ensure that all wallet recharges are completed **exclusively from my own bank account**. I strictly undertake not to use any third-party accounts or unauthorized sources for recharging the ALC wallet.

10. I understand and acknowledge that HKCL reserves the right to modify, revise, update, or amend the course content, course name, syllabus, IT infrastructure requirements, hardware specifications, software requirements, and other technical or operational requirements from time to time, as deemed necessary in accordance with industry standards, technological advancements, regulatory requirements, and evolving skill development needs. I undertake to comply with all such amendments, revisions, and updated requirements as communicated by HKCL from time to time, and acknowledge that such amendments shall be applicable to and binding upon my ALC.

11. I understand that the application fees are not refundable under any circumstances after approval of the ALC application for establishment of Centre.

12. I understand that, after one year, I shall undergo a renewal process by paying the renewal fees as per HKCL's terms.

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HARYANA KNOWLEDGE CORPORATION LIMITED (HKCL)

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13. I understand and acknowledge that this is a performance-based relationship, and maintaining minimum standards is essential for continuation as an ALC. My performance shall be evaluated by HKCL based on learner feedback and all other responsibilities parameters as set up by HKCL for this association.
14. I understand that HKCL reserve the right to inspect ALC activities without prior notice.
15. I understand that HKCL may unilaterally amend or revise any terms and conditions in writing or by email.
16. I strictly understand that **promoting, combining, or infringing** upon the proprietary courses of HKCL (such as HS-CIT, HCOC, HS-CIT 'A', HS-CIT 'A+', etc.) with any other unauthorized content or programs is prohibited. I acknowledge and accept that any such violation will result in the **direct and immediate termination** of my Centre, as well as legal course of action may be initiated by HKCL.
17. Code of Conduct: I understand that as an ALC, I need to abide by the code of conduct envisaged by HKCL and:
    - **a)** Shall adhere to all standards of professional & academic excellence set by HKCL.
    - **b)** Should I avoid any practice deemed unethical by HKCL.
    - **c)** Shall maintain the brand reputation of HKCL by not indulging in activities that hurt the general goodwill of HKCL.
    - **d)** Shall maintain the unique brand value of HKCL's services and not dilute them with any other brand.
18. **Confidentiality**: I undertake to maintain the highest level of integrity and confidentiality related to the documents/information I come across, related to HKCL at all times and will take all necessary precautions to prevent inadvertent or accidental disclosure of all such Confidential information such as learner data, HKCL's operational procedures, marketing methodology, etc., which I may gain access to, regardless of whether I am inside the Premises of HKCL or outside its premises, and whether directly, or through its authorized representatives/ associates. I also undertake to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the association under this agreement.
19. I understand that, HKCL reserves the right to disengage me as an ALC if I fail to meet my duties or for any other reason, including unethical or undesirable behaviour.
20. Exit Formalities: I understand that, in case of disengagement by HKCL or by myself, I shall follow the Exit Formalities of HKCL, including:
    i. Submission of Performance Fee Refund Request.
    ii. Completion of Pending Learner Life Cycle
    iii. Handover of any other material issued by HKCL
21. I understand that any disputes arising from these terms shall first be referred to mutual settlement. If not resolved, decision of Managing Director of HKCL shall be final in this regard.
22. I understand that my authorization is valid as long as I comply with HKCL's rules and regulations; otherwise, it may be cancelled without notice.
23. As ALC's duly Authorized representative, I have thoroughly read, understood, agreed and acknowledge to abide by all the above Terms & Conditions mentioned in the ALC Undertaking.

N.B. Please take special note of the following critical points: *(Please tick the checkboxes below after reading)*

i. ☐ **Applicant Details:** Please fill in the applicant details correctly.
ii. ☐ **Logo Policy:** See **Section 2 (iv)** on the proper use of HKCL/HS-CIT logos.
iii. ☐ **Exams:** See **Section 5** regarding the conduction of online learner exams at the Centre.
iv. ☐ **Renewal:** See **Section 6 (Clauses 2 & 3)** for renewal eligibility requirements.
v. ☐ **Certificate:** See **Section 6 (Clause 4)** for details on the Authorization Certificate.
vi. ☐ **Performance:** See **Section 6 (Clause 5)** regarding annual performance targets.
vii. ☐**Government Scheme Eligibility : See Section 6 (Clause 7)** regarding Govt scheme eligibility.

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(Centre Owner Signature with Date)

HARYANA KNOWLEDGE CORPORATION LIMITED (HKCL)

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DECLARATION

I hereby declare that I have carefully read and understood the critical points listed in the "N.B." section above. I have ticked the respective checkboxes to indicate my explicit acknowledgement and understanding of these specific clauses. I agree to strictly adhere to the guidelines and policies referenced therein as part of my obligations under the ALC Undertaking for the year 2027.

For, **Haryana Knowledge Corporation Limited (HKCL)** **Abhijeet Kulkarni** **Designation: Managing Director** **Address:** Plot No 1, 4th Floor, South Wing, HSIIDC IT Park, Sector 22, Panchkula, Haryana - 134109 **Tel.:** 0172-5210251 / 5210252 **Email:** info@hkcl.in	**For,** _____ **Shri./ Smt.** **Designation:** **Address:** **Mobile: +91-** _____ **Email ID -** _____

Applicant's Signature with Seal:

Date:

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(Centre Owner Signature with Date)