



हरियाणा HARYANA

U 484442

MEMORENDUM OF UNDERSTANDING

This memorandum of understanding is made on this _____ day of _____, 20____, between the Kurukshetra University Kurukshetra through its Registrar (hereinafter referred to as University which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/s Global Academy of Education, Kurukshetra (authorized local partner of Tally Education Pvt. Ltd.), a proprietor firm with GST No. 06AIEPK0599A1ZK, having its registered office at #1654A, Vishnu Colony, Kurukshetra – 136 118 (Haryana) acting through Mr. Ravi Kant, its Proprietor (herein after referred to as the firm which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its/his respective heirs, executors, administrators and successors, for the time being of the said firm the survivor(s) of it, as the case may be), of the second part.

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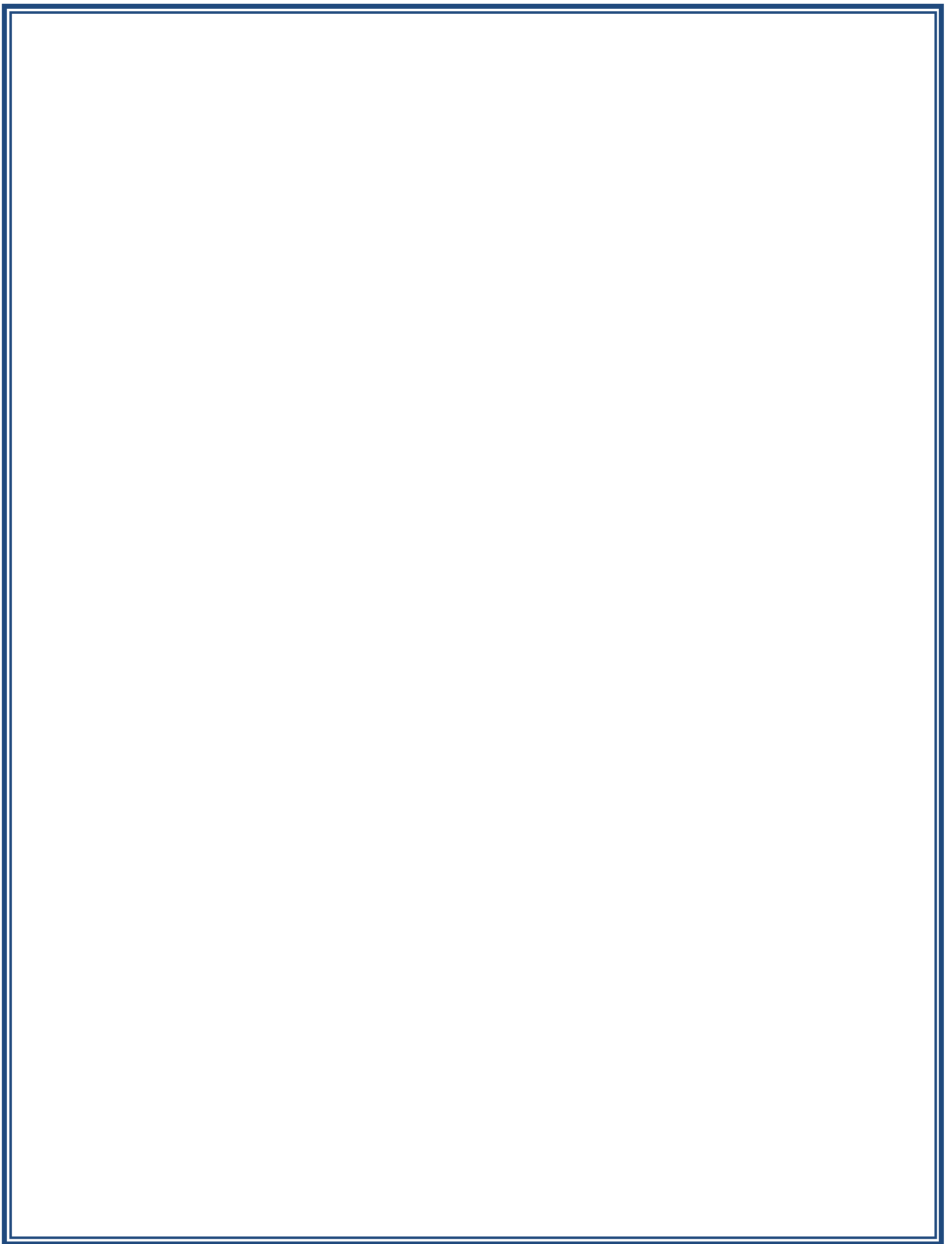

Assistant Director
Centre for Dr. B.R. Ambedkar Studies
K.U. Kurukshetra-136119



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03 OCT 2019



Whereas the firm is engaged in the business of providing educational services and is an authorized education partner of Tally Education Pvt. Ltd., and Tally Sales & Solutions Partner of Tally Solutions Pvt. Ltd. The firm is associated with Tally Solutions Pvt. Ltd. since 2007. The firm provides the training on all available courses of Tally Education Pvt. Ltd. like Tally ACE, Tally PRO, Tally Guru, GST using Tally ERP9 and also some other program courses like MS Office, MS Excel, Web Designing and Various Computer Languages.

And whereas the firm has expressed its keen desire to provide the said educational services to the University under this memorandum of understanding;

And whereas on the aforesaid representation made by the Firm as well as Tally Education Pvt. Ltd. to the University, the parties hereby enter into this memorandum of understanding on the terms and conditions appearing hereinafter.

Now, therefore, this memorandum of understanding witnessed and it is agreed by and between the parties as under:

1. Role & Responsibilities of M/s Global Academy of Education:

- a. That the Firm hereby confirms that it has full capacity, power and authority to enter into this memorandum of understanding and during the continuance of this memorandum of understanding, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this memorandum of understanding.
- b. That the firm has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures.



infrastructure and capability to perform its obligations in accordance with the terms of this memorandum of understanding and to the satisfaction of the University.

- c. That the firm shall on the execution of this memorandum of understanding and providing services to the University, not violate, breach and contravene any conditions of any memorandum of understanding entered with any third party(ies).
- d. That the firm has complied with and obtained necessary permissions/licenses/ authorizations under the Central, State and Local authorities and obtained all required permissions/licenses for carrying out its obligations under this memorandum of understanding.
- e. That the firm shall ensure appropriate Tally Certifications of the students enrolled through the University.
- f. That the firm shall provide training to university students on Licensed Tally.ERP9 Software.
- g. That the firm shall provide the trained Tally faculty to Centre for Dr. B.R. Ambedkar Studies and shall complete the training of the university students as per prescribed fee structure. A minimum number of 30 students shall be required to start a tally programme in Centre for Dr. B.R. Ambedkar Studies.
- h. That the firm shall share the details of university students with Tally Education Pvt. Ltd., after receiving the same from the University.
- i. That the firm shall provide physical copy of certificates without any additional cost to the university students.
- j. That the firm shall pay salary to its faculty and it shall only charge lump sum tuition charges of Rs. 825/- + GST per student/month.



- k. That the firm shall do all kind of promotional/advertisement activities for the prescribed courses, outside the University campus, if required.
- l. That the firm shall provide Multi User Tally.ERP9 License (free of cost) and digital study material (with cost) to the university students.
- m. That the firm shall charge the programme fee and tuition charges per student as per the following details:

| Sr. No. | Particulars | Durations | Programme fee |
|---------|--|-----------|--------------------------|
| 1 | Tally.ERP9 Rental MUL | NA | Complimentary |
| 2 | Certification and Study Material per student Tally Ace | 40 Hours | 2761/- (2340/- + GST) |
| 3 | Certification and Study Material per student Tally Pro | 90 Hours | 3717/- (3150/-+GST) |
| 4 | Certification and Study Material per student Tally GST | 60 Hours | 2761/- (2340/-+GST) |

These above mentioned programme fee schedule shall be subject to revision by Tally Education Pvt. Ltd., from time to time.

- n. That the firm shall charge tuition charges per student per month @ Rs. 973/- (Rs. 825/- + GST).
- o. That the firm shall provide a concession of 10% to each university student belonging to the Scheduled Caste Category on each tally programme fee. However, no concession shall be given on tuition fee. The university students belonging to the Scheduled Castes



Category shall be able to pay programme fee as per the following schedule:

| Certification | Term1 | Term2 |
|---------------|--------------------------------------|---------------------|
| Tally Ace | Rs. 1500/- before starting the class | Rest within 30 Days |
| Tally Pro | Rs. 2000/- before starting the class | Rest within 30 days |
| Tally GST | Rs. 1500/- before starting the class | Rest within 30 Days |

However, the firm shall charge the programme fee and tuition fee from rest of the university students (other than university students belonging to the Scheduled Caste Category) 100% payment in advance.

- p. That the firm shall be responsible for conduct of its tutors deployed by it in the Centre for Dr. B.R. Ambedkar Studies and their behavior and conduct shall be subject to rules & regulations of the university.
- q. That the firm alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/or claim whatsoever against the University. University shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Firm for any purpose whatsoever nor would University be liable for any claim(s) whatsoever, of any such person(s).



2. Role & Responsibilities of Tally Education Pvt. Ltd.:

- a. That Tally Education Pvt. Ltd. shall provide assessments links to the university students for Certification to be conducted by Global Academy of Education under proctored environment and those who pass shall be given a digital certificate with a certificate number, the authenticity of which shall be verified at any time on

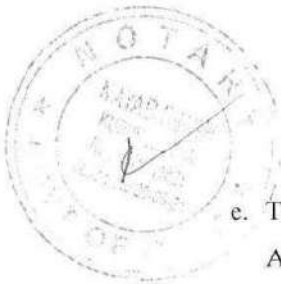
official website "www.tallyeducation.com" of Tally Education Pvt. Ltd.

- b. Tally Education Pvt. Ltd. shall certify and recognize the Tally skilled university students through online assessments conducted in a proctored environment. University students shall apply for any of the Tally certification depending on their skill level, as per following recommended training hours and assessment duration of certification programme:

| Sr. No. | Certification Programs/ Titles | Assessment Duration (mins.) |
|---------|--------------------------------|-----------------------------|
| 1 | Tally ACE | 40 |
| 2 | Tally GST | 60 |
| 3 | Tally PRO | 90 |

- c. That those university students who couldn't successfully complete the assessment/ certification in first attempt, or those who wish to reappear to improve on their performance, shall be able to reappear by paying re-assessment fees. The certification in the case of re-attempt shall be made on the basis higher scores.
- d. That Tally Education Pvt. Ltd. shall assign letter grades of assessment for each university students in the following manner:

| Grading for Certificates | |
|--------------------------|----------------|
| Percentage | Grade |
| > 75% | A ⁺ |
| 60% - 74% | A |
| 36% - 59% | B |
| Below 35% | Not passed |



- e. That Tally Education Pvt. Ltd. shall collaborate with Global Academy of Education in developing future certification, from

time to time, after mutual discussion with the authorized officials of Kurukshetra University, Kurukshetra.

- f. That Tally Education Pvt. Ltd. will provide portal option to every registered university student.
- g. That Tally Education Pvt. Ltd. will provide the E-content option to every registered university student.
- h. That Tally will arrange to provide Digital Verifiable Certificate after successful completion of certification/ assessment, along-with logo of Kurukshetra University, Kurukshetra.
- i. That Tally Education Pvt. Ltd. shall provide a 2'x2' Tally Sign Board for hosting in the Centre for Dr. B.R. Ambedkar Studies.
- j. That Tally Education Pvt. Ltd. shall provide candidates' portal to every registered university students and shall also provide user name & password on their registered email id.
- k. That Tally Education Pvt. Ltd. shall provide dedicated "Tally Job Portal" to university students for enhancing their profile and to improve their confidence to face job interviews. The university students would access multiple job vacancies posted by vast network of Tally customers, partners and registered companies through a dedicated dashboard made available to them.
- l. That Tally Education Pvt. Ltd. shall arrange the employers to access the pool of university students' profile through an 'Employer Portal' for posting vacancies, filter suitable profiles and conduct interviews through inbuilt tools, like interview master.
- m. That Tally Education Pvt. Ltd. shall provide digital library to every university student without any additional fee.
- n. That Tally Education Pvt. Ltd. shall provide to every registered university student "Mock test option" without any additional fee.

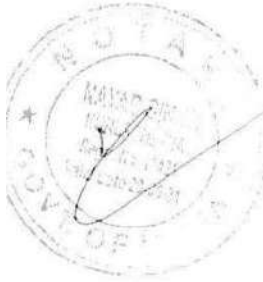


3. **Role & Responsibilities of Kurukshetra University:**

- a. That the university shall provide, or procure to provide, required space, proctor and IT infrastructure like Computers/ Laptop and Internet to the university students for undergoing the Tally Training & assessment.
- b. That the university shall share the details of the university students with the firm to upload it on the portal Tally Education Pvt. Ltd.
- c. That the university shall do all promotional/advertisement activities on the University campus.
- d. That initially the university shall charge the programme fee including tuition fee as per following details, however, the university reserves the right to enhance the programme fee and tuition fee in future:

| Sr. No. | Particulars | Fee |
|---------|--|---------------------------|
| 1 | Tally Ace: Certification & Study Material | 7200/- |
| 2 | Tally Pro: Certification and Study Material | 9000/- |
| 3 | Tally GST: Certification and Study Material | 7200/- |
| 4 | Tuition Charges (Per Student Per Month) | 973/- (825/- + GST) |

- e. That the University shall always have the right and liberty to do surprise inspection at its sites.
- f. That the services rendered by the Firm under this memorandum of understanding shall be under close supervision, co-ordination and guidance of the University. The Firm shall frame appropriate



procedure for taking immediate action as may be advised by the University from time to time.

- g. That the university may charge any additional fee/ charges from the university students towards lab maintenance & other administration charges.
- h. That the university shall provide appropriate infrastructure facility to the firm for imparting instructions to the university students.
- i. That the schedule of training to be worked out with University.

4. Nature of Memorandum of Understanding:

The parties hereto have considered agreed to and have a clear understanding on the following aspects:

- a. This memorandum of understanding is on the principal to principal basis and, does not create and shall not deem to create any employer-employee relationship between the University and the Firm. The Firm shall not by any acts, deeds or otherwise represent any person that the Firm is representing or acting as agent of University, except to the extent and purpose permitted herein.
- b. This memorandum of understanding is for providing the aforementioned services. It is clearly understood by the Firm that the persons engaged by the Firm for providing services as mentioned herein, shall be the representative of the Firm only and not of the University.
- c. University shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Firm's employees/agents directly and/or indirectly, in any manner whatsoever.



5. Statutory Compliances:

- a. Firm shall obtain all registrations(s)/permission(s)/License(s) etc. which are/may be required under any legislation(s) for providing the services under this memorandum of understanding.
- b. It shall be the Firm's responsibility to ensure compliance of all the Central and State Government Rules & Regulations and rules of the local bodies with regard to the provisions of the services under this memorandum of understanding. The Firm indemnifies and shall always keep University indemnified against all losses, damages and claims actions taken against University by any authority/office in this regard.
- c. The Firm undertakes to comply with the applicable provisions of such legislations for carrying out the purpose of this memorandum of understanding. The Firm shall further observe and comply with all Government Laws concerning providing of such services. It is expressly understood that the Firm is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.
- d. The Firm at the time of submission of monthly bill shall give an undertaking by the 15th of each month in favour of the University that he has complied with all his statutory obligations.

6. Accounts and Records:

- a. The Firm shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under this memorandum of understanding.
- b. The Firm shall forthwith upon being required by the University, allow University or any of its authorized representatives to inspect, audit or take copies of any records maintained by the



Firm. The Firm shall also cooperate in good faith with the University to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the University.

7. **Indemnification:**

- a. The Firm shall at its own expenses make good any loss or damages suffered by the University as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the University or otherwise.
- b. The Firm shall at all times Indemnify and keep indemnified that University against any claim on account of disability/death of any of its personnel caused while providing the services within/ outside the site or other premises of the University which may be made under such Acts or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payment in consequence of any accident or injury sustained by the working or personnel of the Firm or in respect of any claim, damage or compensation under Labour Laws or other Laws or rules made thereunder by any person whether in the employment of the Firm or not, who provided or provides the service at the site or any other premises of the University shall be as provided hereinbefore.
- c. The Firm shall at all times indemnify and keep indemnified the University against any claim by any third party for any injury, damages to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the University's premises or before and after that.



- d. That, if at any time, during the operation of this memorandum of understanding or thereafter, the University is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Firm or to any third party in any event not restricted but including as mentioned in sub-clause No. (a), (b) and (c) hereinabove, the Firm shall immediately pay to the University all such amounts and costs also and in all such cases/events the decision of the University shall be final and binding upon the Firm. The University shall be entitled to deduct any such amounts as aforesaid from the security deposit and/or from any pending bills of the Firm.
- e. University shall not be liable for any obligations/responsibilities, legal or otherwise, towards the Firm's employees/agents directly and/or indirectly, in any manner whatsoever.

8. Liabilities and Remedies:

In the event of failure of the Firm to provide the services or part thereof as mentioned in this memorandum of understanding for any reasons whatsoever, the University shall be entitled to procure services from other sources and the Firm shall liable to pay forthwith to the University the difference of payments made to such other sources, besides damages at double the rate of payment.

9. Losses Suffered by Firm:

The Firm shall not claim any damages, costs, charges expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and/or its



personnel in rendering or non-rendering the services under this memorandum of understanding .

10. Term:

This memorandum of understanding shall be effective for a **period of three years** and will be effective from the date of its actual operation, i.e., with effect from _____ upto _____ and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the University. In the case of extension in contract period, the Firm will have to submit his consent in the shape of affidavit duly attested by the Notary Public.

11. Termination:

- a. Either party can terminate this memorandum of understanding by giving one month's written notice to the other without assigning any reasons and without payment of any compensation thereof. However, the University shall give only a 24 hours' notice of termination of this memorandum of understanding to the Firm when there is a major default in compliance of the terms and conditions of this memorandum of understanding or the Firm has failed to comply with its statutory obligations.
- b. If Firm commits breach of any covenant or any clause of this memorandum of understanding, University may send a written notice to Firm to rectify such breach within the time limit specified in such notice. In the event Firm fails to rectify such breach within the stipulated time, the memorandum of understanding shall forthwith stand terminated and Firm shall be liable to University for losses or damages on account of such breach.
- c. The University shall have the right to immediately terminate this memorandum of understanding if the Firm becomes insolvent,



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ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

12. Assignment of Memorandum of Understanding:

This memorandum of understanding is executed on the basis of the current management structure of the Firm. Henceforth, any assessment of this memorandum of understanding, in part or whole, to any third party without the prior written consent of the University shall be a ground for termination of this memorandum of understanding forthwith.

13. Composition and Address of Firm:

- a. The Firm shall furnish to the University all the relevant papers regarding its constitution, names and address of the management and other key personnel of the Firm and proof of its registration with the concerned Government authorities required for running such a business of Firm.
- b. The Firm shall always inform the University in writing about any change in its address or the names and addresses of its key personnel. Further, the Firm shall not change its ownership without prior approval of the University.

14. Service of Notices:

Any notice or other communication required or permitted to be given between the parties under this memorandum of understanding shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing:



University

The Registrar,
Kurukshetra University,
Kurukshetra

Firm

M/s Global Academy of Education
1654-A, Vishnu Colony
Kurukshetra-136118

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15. **Confidentiality:**

It is understood between the parties hereto that during the course of business relationship, the Firm may have accessed to confidential information of University and it undertakes that it shall not, without University's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this memorandum of understanding or earlier termination thereof.

16. **Entire Memorandum of Understanding:**

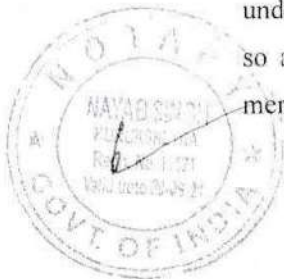
This memorandum of understanding represents the entire memorandum of understanding entered into between the parties and supersedes all previous or other writings and understandings, oral or written and further any modifications to this memorandum of understanding, if required shall only be made in writing.

17. **Amendment/Modification:**

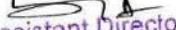
The parties can amend this memorandum of understanding at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

18. **Severability:**

If, for any reason, a court of competent jurisdiction finds any provision of this memorandum of understanding, or portion thereof, to be unenforceable, that provision of the memorandum of understanding will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this memorandum of understanding shall continue in full force and effect.



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19. Captions:

The various captions used in this memorandum of understanding are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

20. Waiver:

At any time any indulgence or concession granted by the University shall not alter or invalidate this memorandum of understanding nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the University to enforce at any time, any of the provisions of this memorandum of understanding or to exercise any option which is herein provided for requiring at any time the performance by the Firm of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this memorandum of understanding nor in any way affect the validity of this memorandum of understanding or any part thereof or the right of the University to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

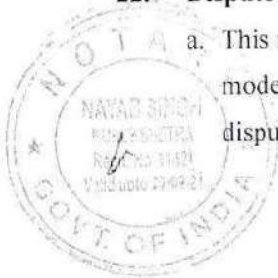
21. Force Majeure:

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and governmental or public authority's demands or requirements.

22. Dispute Resolution:

- a. This memorandum of understanding shall be deemed to have been made/executed at Kurukshetra for all purpose. In the event of any dispute related to the interpretation or rights or liabilities arising

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out of this memorandum of understanding, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Vice-Chancellor. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitration shall be at Kurukshetra or as decided by the University.

- b. If any doubt or ambiguity arises as to the meaning and /or effect of any provisions of the memorandum of understanding, the same shall be referred to the Vice-Chancellor for clarification and his decision thereon shall be final and binding on both parties.
- c. Whenever there is duplication in any clause either in the terms and conditions of this tender or in those of the memorandum of understanding, the clause which is considered more beneficial to Kurukshetra University, Kurukshetra will be taken final.

23. Governing Law/Jurisdiction:

The applicable law governing this memorandum of understanding shall be the laws of India and the courts of Kurukshetra shall have the exclusive jurisdiction to try any dispute with respect to this memorandum of understanding.

24. Two Counterparts:

This memorandum of understanding is made in duplicate. The Firm shall return a copy of this memorandum of understanding duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.

25. List of Annexure:

Annexure-A (Undertaking)



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K.U. Kurukshetra-136119

In witness, whereof the University and the firm have hereunto subscribed their hands on the day month and year first mentioned above in the presence of the following witnesses:

SIGNED, SEALED AND DELIVERED

Witness

1 Signature [Signature] Signature [Signature]
Name Dr. Mahabir Narwal Name Dr. Nitya Sharma
Date 03/10/19 Date 03/10/19
Designation Professor & Director The Registrar,
REGISTRAR
Kurukshetra University,
Kurukshetra-136 119.
Kurukshetra

2 Signature [Signature]
Name Dr. Gopal Parshad
Date 3/10/2019
Designation Deputy Director

SIGNED, SEALED AND DELIVERED

Witness

1 Signature [Signature] Signature [Signature]
Name J.S. Kherbande Name RAVI KANT
Date 03/10/19 Date 03/10/19
Designation JHK Offset Printers For and on behalf of the Firm

[Signature]
Assistant Director
Centre for Dr. B.R. Ambedkar Studies
K.U. Kurukshetra-136119



2 Signature [Signature]
Name Krishan Kumar Bansal
Date 03/10/19
Designation Dr. Krishan K. Bansal
B.A.M.S.
Birla Mandir Chowk
Kurukshetra-Page 18 of 19



ATTESTED
[Signature]
DISTRICT NOTARY
KURUKSHETRA
03 OCT 2019

ANNEXURE-A

UNDERTAKING

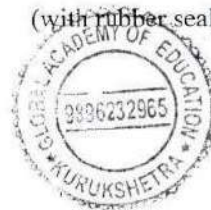
I, Ravi Kant S/o Sh. Jagdish Kumar
R/o H.No. 1654-A, Vishnu Colony, Kurukshetra
Director/Partner/Prop. of M/S Global Academy of Education
_____ (Name of Agency/society of Firm),
do hereby execute this undertaking on _____ day of _____ month of
year _____ that I have complied with all my statutory obligations arising
out of and in performance of my service memorandum of understanding with
the Kurukshetra University, Kurukshetra for the month
of _____.

Place: Kurukshetra

Date: _____

Ravi Kant
Signature of Firm

(with rubber seal)



ATTESTED
[Signature]
DISTRICT NOTARY
KURUKSHETRA

03 OCT 2019

[Signature]
Assistant Director
Centre for Dr. B.R. Ambedkar Studies
K.U. Kurukshetra-136119