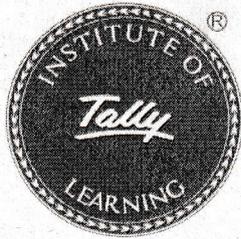


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CE 660959



Tally Education Private Limited



A.M.D.G.

St. Albert's College (Autonomous)

**Memorandum of Understanding (MoU)  
Between  
Tally Education Private Limited  
and  
St. Albert's College (Autonomous), Kerala, India**

This agreement is made on the 06<sup>th</sup> day of May 2019, between Tally Education Private Limited, represented by its Chief Executive Officer Mr. Manish Chowdhary, (hereinafter referred to as "TEPL" or "TALLY") as the first party and St. Alberts College (Autonomous), Kerala, represented by its Chairman & Manager Fr. Antony Arackal (herein after referred as "ALBERTS") as the second party.

No. 5129 VALUE Rs 100/-

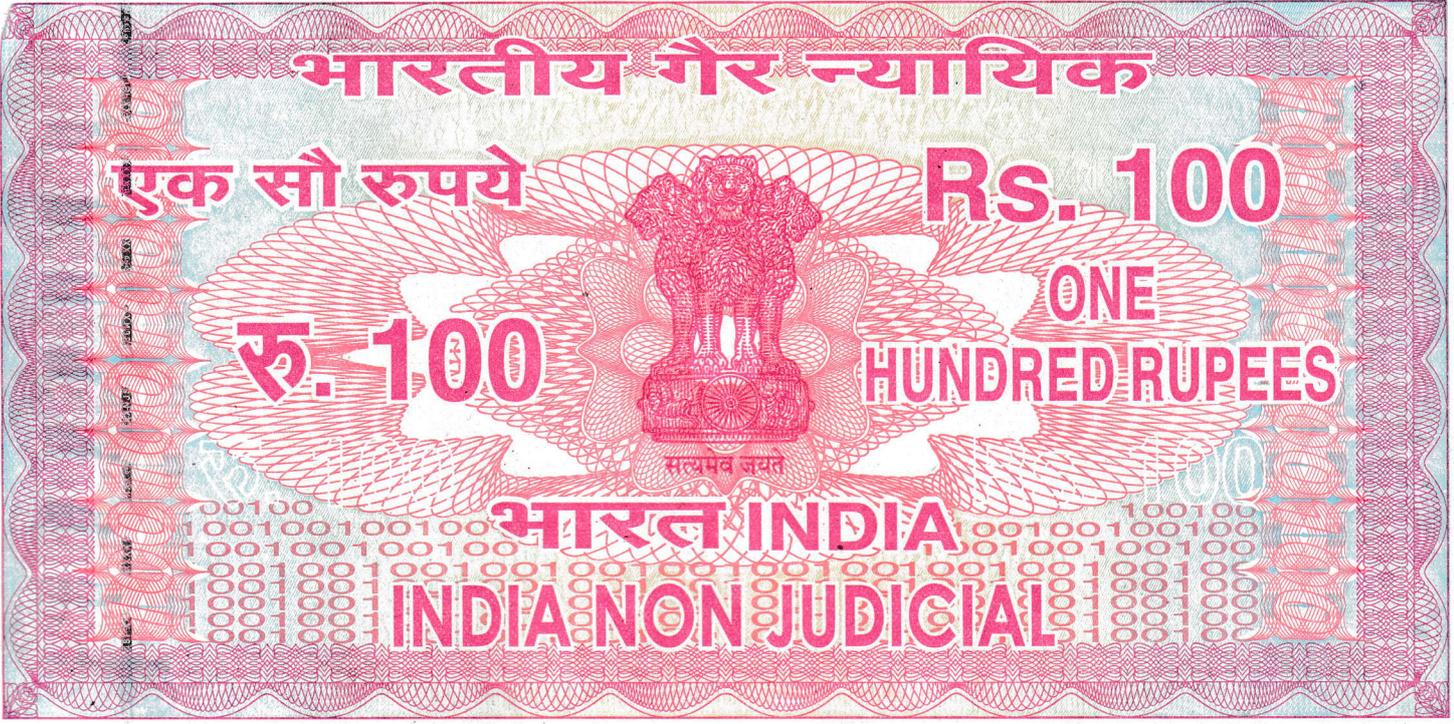
6.5.2019 Manish Chowdhary  
Tally Education Pvt  
Bangalore

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*Fr. Antony Arackal*

K. B. JAYADEV  
E.R.O. VENDOR





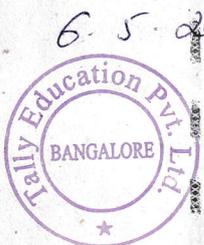
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WHEREAS

- TEPL is a company incorporated under the provisions of Companies Act, 1956, having its registered office at No. 23 & 24, AMR Tech Park II, Hongasandra, Hosur Road, Bangalore-560068.
- TEPL is a group company of Tally Solutions Pvt. Ltd., and is the only organization authorized by Tally Solutions to design and conduct assessments and certifications, issue certifications and print courseware using the Tally brand name.
- TEPL is committed to working with educators, educational organizations and industry partners to expand the world of learning through technology.
- TEPL Education programs are designed to facilitate learning in a seamless manner which is relevant and demand driven. Because of the industry demand most of the academic institutions have partnered with us to enable the student and make him job ready.
- TEPL has created a network of more than 1000 centers across more than 500 cities in India to certify candidates on Tally and related vocational skills.

No. 5121 VALUE Rs 100/-



6.5.2019 Manish Choudhary  
Tally Education Pvs Lt  
Bangalore

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*[Signature]*

K. B. JAYADEV  
E.R.O. VENDOR



## WHEREAS

- ALBERTS is an autonomous college based in Ernakulam, Kerala, started in 1946 established and Administered by Archdiocese of Verapoly.
- ALBERTS offers various certificates, diploma and 20UG, 12 PG and 6 research degrees.

## TEPL and ALBERTS:

TEPL and ALBERTS share the common vision of empowering the students by imparting industry relevant skill sets and increasing their employability. To achieve common goal, TEPL and ALBERTS will collaborate on a non-exclusive basis on the following framework.

### I) Programme Overview

The Certification Programme is targeted towards candidates who wish to venture into the domain of **Accounts, Finance, Auditing and Banking**. The Programmes are enriched with numerous industry scenarios, practice sessions to help candidates understand and experience the simplicity on working Tally.ERP 9 and Goods & Services Tax (GST) using Tally.ERP 9. Upon practicing on current technology scenarios, candidates will be able to understand intricacies of business operations and would be equipped to handle these kinds of transactions in Tally.ERP 9 with ease.

### Certifications Offered – recommended training hours and assessment duration:

Sl. No.	Recommended for	Certification	Type of certification	Level	Recommended Course Hrs.	Assessment Duration (mins.)
1	UG - 1 <sup>st</sup> Year	TallyACE	Professional	Basic	45-60*	60
2	UG - 2 <sup>rd</sup> Year	GST using Tally	Professional	Advanced	45-60*	60
3	UG - 3 <sup>rd</sup> Year	GCC VAT using Tally	Professional	Advanced	45-60*	60

*\*Actual hours may vary depending on the quality of infrastructure, batch timings, interim reviews and repetition of topics as necessary, quality of faculty and readiness of students.*

For Tally Education Pvt. Ltd.

*Manish Chowdhary*

Authorised Signatories

Mr. Manish Chowdhary

Chief Executive Officer

Page 3 of 8

*Fr. Antony Arackal*

Fr. Antony Arackal

Chairman & Manager

**Grading:**

Letter grades will be assigned for each candidate who has participated in the assessments.

Grading for Certificates	
Percentage	Grade
$\geq 75\%$	A+
60%-74%	A
$\leq 59\%$	B
$< 36\%$	(Not Pass)

**Certification:**

Candidates who have participated in the assessments will get a verifiable, Digital Certificates from TEPL, Bengaluru. The parties agree that the certificate shall also carry the logo of ALBERTS. Authenticity of the certificate can be verified from TEPL's website.

**II) Role of TEPL:**

1. TEPL shall provide authorized physical and digital courseware (as prescribed in the annexure 1) to each of the registered candidates.
2. TEPL shall provide assessments links to the candidates to be conducted by ALBERTS under proctored environment and those who pass shall be given a digital certificate with a certificate number, the authenticity of the certificate can be verified at any time in the TEPL website.
3. TEPL in consultation with ALBERTS shall design the programme certificate with ALBERTS logo.
4. On receipt of candidates data, will periodically update candidate's information in TEPL Portal. This will allow the candidate to apply for any jobs listed by employers looking to hire trained personnel and access other resources as may be made available by TEPL from time to time.
5. TEPL shall give ALBERTS multi licensed Tally software for student training free of cost.
6. TEPL shall offer faculty training programme to the faculties concerned during the programme implementation period.
7. TEPL shall ensure the ongoing support on what so ever matter faced during the programme.
8. TEPL shall collaborate with ALBERTS in developing the future programs from time to time after mutual discussion.

For Tally Education Pvt. Ltd.

*Manish Chowdhary*

Mr. Manish Chowdhary

Chief Executive Officer

Page 4 of 8

*Fr. Antony Arackal*

Fr. Antony Arackal

Chairman & Manager

9. TEPL shall provide 2" x 2" Tally logo signboard which contains Logo and name of ALBERTS.

### III) Role of ALBERTS:

1. ALBERTS shall enroll the students for the Tally program using Albertian Admission Portal.
2. ALBERTS shall provide or procure to use the authorized physical and digital courseware that shall be issued by TEPL.
3. ALBERTS shall update candidates information on regular basis in the TEPL candidate portal.
4. ALBERTS shall provide TALLY training for the registered students of ALBERTS by collecting course fee from the students.
5. ALBERTS shall provide necessary IT infrastructure and Internet to the registered students of ALBERTS for undergoing the Tally online assessments at no additional cost to TEPL.
6. ALBERTS shall ensure that the faculty training on Tally is covered under the Train-the-Trainer program with a periodic cadence, such that every faculty is re-trained at least once every 18 months. It is recommended that the faculty themselves be certified.
7. ALBERTS shall ensure that the students update their profile and resume in the TEPL portal to be able to apply for jobs. For students that get placed, shall update in TEPL portal placement information as applicable for the enrolled students. This would further help refine the programs.
8. ALBERTS shall share a high-resolution image file of its logo to incorporate into the certificate template.
9. ALBERTS shall affix 2" x 2" Tally logo signboard outside/ inside the computer lab which will also contain Logo and name of ALBERTS.
10. ALBERTS shall maintain suitable number of library copies of courseware for students and faculty, ALBERTS may keep excess copies in the library.
11. ALBERTS and TEPL shall jointly review the progress on a half yearly basis and the minutes of such reviews will be documented and will form the basis for planning subsequent activity to improve the skill sets of candidates.

### IV) Other Terms and Conditions:

1. The parties are responsible for their individual acts of commission and /or omission, due to their negligence and non-compliance of statutory liabilities and obligations
2. The engagement is on a principal to principal basis and no party shall hold each other as agent and or principal of the other for any liability.

For Tally Education Pvt. Ltd.

*Manish Chowdhary*

Mr. Manish Chowdhary

Chief Executive Officer

Page 5 of 8

*Fr. Antony Arackal*

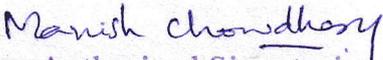
Fr. Antony Arackal

Chairman & Manager

3. This engagement is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.
4. In no event shall TEPL & ALBERTS be liable for any incidental, punitive, direct, indirect or consequential damages whatsoever, (including but not limited to damages for loss of profits or confidential or other information, for any kind of interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) or otherwise in the event of fault, tort (including negligence), misrepresentation, strict or product liability, breach of contract or breach of warranty and even if the party has been advised of the possibility of such damages. Causes for forceful suspension must be explicitly set forth in the action plans.
5. Term:
  - a.) This Agreement is valid for the period of three (3) years from the date of execution of this agreement. Either party can mutually renew this agreement by giving 30 days advance notice to the other.
6. Termination:

It is expressly agreed between the parties that either party shall be entitled to terminate this agreement at any time by giving prior notice of 60 days in writing without assigning any reason whatsoever.
7. Confidentiality of Relationship and Information:

The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended. The parties shall not disclose any Confidential Information to anyone other than the employees of either organization who need to know the Confidential Information. This clause shall survive even after this Engagement.
8. Trade Marks, Trade Names and IPR's  
The parties hereby acknowledge and confirm that all intellectual property rights in respect of and relating to the trademarks, service-marks, copyrights, trade names including their respective corporate names, brand name or any part thereof (hereinafter collectively referred to as "Intellectual Property") are owned / possessed by respective owners and nothing contained in this Engagement shall, unless specifically provided, be deemed to authorize the other party to use or give any right in respect of any of the Intellectual Property of the respective owners. The parties shall not use in any manner whatsoever, any of the Intellectual Property, registered or not except as expressly authorized writing and restricted to the purpose/ period thereof. The parties shall strictly comply with requirements and specifications relating to the display of any logo, trademark, and  
**For Tally Education Pvt. Ltd.**

  
**Authorised Signatories**  
**Mr. Manish Chowdhary**  
Chief Executive Officer

  
**Fr. Antony Arackal**  
Chairman & Manager

copyright relating to the Intellectual Property. Upon the expiry or termination of this Engagement for any reason, the parties shall immediately cease and desist for all time from any use of or reference to the Intellectual Property of the other party. The parties acknowledge and confirm that all materials given by them whether in printed, written or electronic form, constitute copyright ownership of respective parties and reproduction in any form or by any means mechanical or electronic including photocopying, recording or by any information storage or retrieval system is not permitted and shall constitute a breach of the terms of this Engagement warranting such steps as may be deemed appropriate including but not limited to termination of this Engagement.

9. Dispute jurisdiction and resolution:

Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-resolution the matter may be referred to arbitration to a person jointly appointed by the parties as per the law relating to arbitration in India and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall be held in mutually agreed place.

10. Assignment:

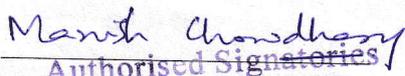
Neither party shall, without the other's prior written consent assign, change, charge or otherwise transfer or delegate or share the rights, obligations or any provision of this Engagement to any other person.

11. Force Majeure:

Neither Party shall be liable for any delay or default in performing any of its obligations and if such delay is due to bandh, strikes, riots, natural calamities, any other act of God or unforeseen circumstances. However, payment of money dues shall not be covered by the Force Majeure condition.

IN WITNESS WHEREOF, the parties have signed this agreement on the day, month and year first above written.

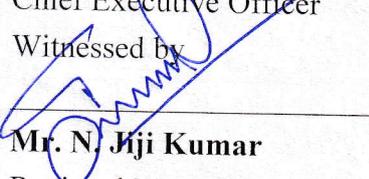
For Tally Education Pvt. Ltd.

  
Authorized Signatories

**Mr. Manish Chowdhary**

Chief Executive Officer

Witnessed by

  
**Mr. N. Jiji Kumar**

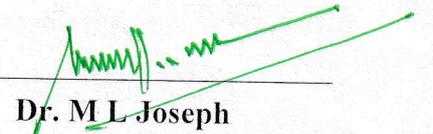
Regional Manager

For St Albert's College



**Fr. Antony Arackal**

Chairman & Manager

  
**Dr. M.L. Joseph**

Principal

**Annexure – 1**

**I. Commercials for Certification:**

S. No	Certifications	Level	Certifications with e-content Price (INR)*	Certifications with Plus Physical Courseware Price (INR)*	Re-assessment Fee (INR)*
1	TallyACE	Basic		1530	500
2	GST Using Tally	Advanced		1530	500
3	GCC VAT Using Tally	Advanced	2000		1000

*\*Physical courseware available only for TallyACE & GST using Tally.*

*\*Plus applicable Tax. e-Content remains available for 6 months after enrolment of the student into TEPL portal and may not be downloaded or printed. It can be accessed via the web, or on a secure desktop or mobile application, or any other such means as may be made available by TEPL.*

**Re-assessment:** For the candidates who couldn't successfully complete the assessment / certification exam in first attempt, or those who wish to reappear to improve on their performance, shall be able to reappear by paying above mentioned re-assessment fees. In such case of re-attempt, the higher score will be considered.

**II. Payment Terms:**

All amounts payable to TEPL, Bengaluru as per this agreement will be paid to the below mentioned bank details of TEPL – **Online transfer:**

<b>Beneficiary Name</b>	Tally Education Private Limited
<b>Bank Name</b>	Kotak Mahindra Bank Limited
<b>Account Number</b>	1611379066
<b>Bank Address</b>	10/7, Umiya Landmark, Lavelle Road, Next to Chancery Hotel, Bengaluru - 560 001
<b>Account Type</b>	Current Account
<b>IFS Code</b>	KKBK0000422
<b>GSTIN Number</b>	29AAECT8092J1ZO (State of Registration: Karnataka)

For Tally Education Pvt. Ltd.

*Manish Chowdhary*  
Authorised Signatories

**Mr. Manish Chowdhary**  
Chief Executive Officer

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*Fr. Antony Arackal*

**Fr. Antony Arackal**  
Chairman & Manager