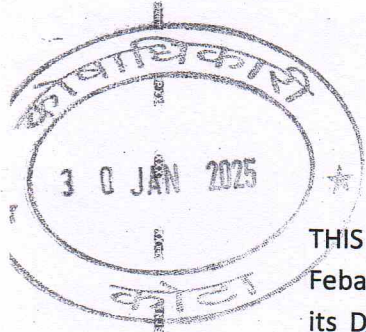




राजस्थान RAJASTHAN

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Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and signed on the 10TH day of February, 2025 by and between Vardhman Mahaveer Open University, Kota represented by its Director, Centre for Entrepreneurship & Skill Development hereinafter referred to as "VMOU" which expression, unless repugnant to the context, shall mean and include its successor in office, administrators and assigns, **of the first part**

M/s. Tally Education Private Limited, a company incorporated under the provisions of Companies Act, 1956, has its registered office at Nos. 23 and 24, AMR Tech Park II, Hongasandra, Hosur Road, Bangalore-560068, represented by its chief Executive Officer, Ms. Bhuwaneshwari B, herein after referred to as "TEPL", which expression unless repugnant to the context shall mean and include its successor in office, administrators and assigns, **of the second part**

AND

TAC Success Point Computer Education, Kota, authorized Tally Training and Assessment centre, 119-B, R.K. Puram, Kota engaged in Tally Training, Sales, Support and Placement since 2005, represented by its Director Mrs. Chitra Tripathi herein referred as "TAC", which expression unless repugnant to the context shall mean and include its successor in office, administrators, and assigns, **of the Third part**

Chitra

B. Arun Kumar

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11/11/11

125

38/2014

10% (3-4) 20% (5-6)

प्राप्त अतिथि, 1998 के अन्तर्गत प्राप्त मासिक पर प्राप्त अतिथि

All the parties mentioned above shall be jointly referred to as "Parties" under this agreement.

Vardhaman Mahaveer Open University (VMOU or previously known as Kota Open University, renamed through a Gazette notification by the Government of Rajasthan on 21st September 2002) came into being in 1987 as a pioneering institution for open learning in Rajasthan. The idea of establishing an open university in the State of Rajasthan has its origin in the observations of the UGC Committee under the Chairmanship of Late Prof. G. Rama Reddy which observed that "the distance system in Rajasthan is well established and has the potential of growing into a full-fledged Open University." The establishment of VMOU (Vardhaman Mahaveer Open University) took place with the amalgamation of two institutes of correspondences courses viz. Institute of Correspondence Studies and Continuing Education Jaipur and (College of Correspondence Studies) Udaipur with a view to strengthen and achieve proper coordination among the scattered vast distance education resources and to serve the people of State a uniform high quality education.

TEPL is a subsidiary of Tally Solutions Private Ltd. and is the only organization authorized by Tally Solutions Pvt. Ltd. to design and conduct assessments and certifications, issue certifications, and print courseware using the Tally brand name and TEPL is committed to working with educators, educational organizations and industry partners to expand the world of learning through technology.

TEPL's certification programs are designed to establish benchmarks for the candidate and the employer in terms of the skill on domain as well as application, ranging from basic to expert level, that are relevant, and demand-driven;

Due to the industry demand, many academic institutions have partnered with TEPL to enable the candidates and make them job ready and TEPL has created a network of more than 1000 empanelled centres across more than 500 cities in India to certify candidates on Tally and related vocational skills and Tally Solutions has an international presence too with a global spread of more than 100 countries with greater presence in SAARC, GCC, Sub Saharan Africa and SE Asia.

Accounting, and especially computerized accounting, is a skill that can be applied across industries, whether manufacturing, services or trading, and is required by enterprises of all sizes and the roll-out of GST has further increased the need of skilled resources. With the market presence of Tally in India and various other countries, and its popularity with businesses for accounting, inventory management, GST compliance and other features, knowledge of computerized accounting using Tally is accepted as an employable skill. Many colleges are offering Tally certifications either as a value-added program or an integral part of the syllabus.

The government of India and various state governments have been spending a lot of public resources on various skilling initiatives. As a stakeholder in the success of the economy, Tally, through its group company Tally Education is keen to partner with PU to facilitate skilling through Tally certifications, both professional certifications and academic certifications.

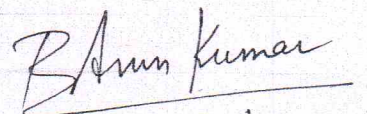
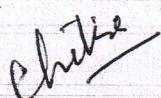
TEPL and VMOU share the common vision of empowering the candidates by imparting industry-relevant skill sets and increasing their employability.

Now Therefore The Parties Agree As Follows:

- Offer Tally Certification and Training to the students.

Deliverable from Tally Education:

1. Online Assessment for the Certification
2. Digital verifiable Certificate to students who pass the assessment.
3. Access for students to the TEPL Candidate Portal
4. Mock assessments



Deliverables from Vardhman Mahaveer Open University, Kota:

1. University to make payment to empanelled partner on commencement of the course.
2. Share necessary student details for the enrolment of students.
3. Provide required Infrastructure for training and assessment.
4. Fix the Tally logo signboard (as provided by TEPL) to the computer lab.
5. Minimum of 100 students for certification in order for the license to be issued.

Role of Success Point Computer Education, Kota

1. Provide training assistance on **Licensed Tally Software**
2. Provide Faculty for imparting Tally Training to students
3. Purchase Tally certification vouchers from TEPL
4. Register university on the TEPL portal and upload student details.
5. Ensure all enrolled students access digital content access provided to them through the candidate portal

Other Terms & 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.
3. This MOU shall be effective from the date of execution and shall be in force for a period of three (3) years from the date of execution. 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 90 days in writing.
4. This Engagement is not intended nor shall be construed as creating a joint venture, partnership, or other form of business association.
5. In no event shall TEPL 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 of product liability, breach of contract or breach of warranty and even if the party has been advised of the possibility of such damages.

6. 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.

7. Trademarks, 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

Chitka

B. Arun Kumar

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 relation to the display of any logo, trademark, and copyright relation to the Intellectual Property.

Upon the Expiry or termination of the 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 the Engagement warranting such steps as may be deemed appropriate including but not limited to termination of this Engagement.

8. Use of Logo and Trademarks

For the promotion of the service, logos of both parties would be used in pamphlets, brochures, marketing material, newsletters, periodicals, websites, social media etc.

After prior approval from TEPL and PES University, logo of same can be used in any marketing material and other promotional content.

9. Dispute jurisdiction and resolution

Any & 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 relation 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 Bangalore.

All disputes shall be governed in accordance with the laws prevailing in Bangalore, only competent courts within Bangalore shall have jurisdiction to try any suit or proceedings whatsoever arising or in any way connected with this Engagement.

10. Assignment

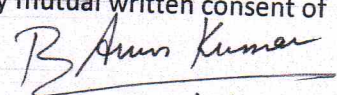
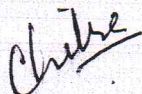
Neither party shall, without the other's prior written consent assign, change, charge or otherwise transfer or delegate or share the rights, obligations, or any provision of this Engagement to any other person.

11. Tenure

The MoU will be valid for a period of 3 years from the date of execution.

12. RENEWAL, TERMINATION AND AMENDMENT

- a) This Memorandum of Understanding will remain in effect for 3 years from the date of signature, and subjected to renewal based on mutual consent.
- b) Either party may terminate this agreement by giving a sixty days' notice to the other party in writing, unless an earlier termination date is mutually agreed upon.
- c) Any outstanding financial obligations must be satisfied prior to termination of the agreement.
- d) This Memorandum of Understanding may be amended or extended by mutual written consent of both the parties.



13. 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 this MOU has been executed by the duly authorised representative of each Party on the day, month, and year first above written.


For
Success Point Computer Education, Kota
Authorized Signatory



Mrs Chitra Tripathi
Director

For
Vardhman Mahaveer Open University, Kota
Authorized Signatory



Dr. B. Arun Kumar
Director, Centre For Entrepreneurship and
Skill Development


Witness

1. 
Jeno Thomas

2. 
BAGESH TRIPATHI

Witness

1. 
Dr. Subodh Kumar
Professor Journalism
VMOU, Kota,

2. 
NAGESH

Annexure 1

The Commercials

Name of Program	No. of Hours	Recommended for	FEES	Share of Success Point Computer Education
TallyEssential Comprehensive	105	All UG/PG Students	12000/-	9000/- + Taxes as applicable

Note:

- a) 60% payment will be made before the start of training of each batch and balance 40% will be paid after the conduct of examination of each batch. All payments will be made to Success Point Computer Education.
- b) Revision of Fees will be decided as per mutual consent.
- c) The above prices quoted are for training (with course material) and for certification.