

Memorandum of Understanding

Between

TALLY EDUCATION PVT LTD, BANGALORE

AND

**COMMISSIONERATE OF COLLEGIATE EDUCATION,
TELANGANA**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is made, entered into and executed at COMMISSIONERATE OF COLLEGIATE EDUCATION, TELANGANA, India, on this 26th day of November 2019 (hereinafter referred to as the "Effective Date")

By and Between:

Tally Education Private Limited

Tally Education Private Limited 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 (hereinafter referred to as "TEPL" or "Tally" or "FIRST PARTY").

Background:

TEPL is a subsidiary of Tally Solutions Pvt. Ltd. (hereinafter referred to as "TSPL"), and is the only organization authorized by TSPL to design and conduct assessments, issue certifications and print courseware using the brand name of Tally. TEPL is committed to working with educators, educational organizations and industry partners to expand the world of learning through technology. The Educational programs are designed to facilitate learning in a seamless manner which is relevant and demand driven. TEPL has a network of more than 1000 empanelled centres across more than 400 cities in India to certify on Tally and related vocational skills.

AND



[Handwritten signature]

JOINT DIRECTOR

O/o. Commissioner of Collegiate Education

Govt. of Telangana, Hyderabad.

Commissionerate of Collegiate Education

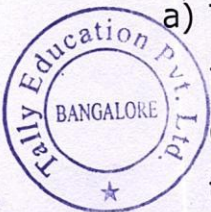
Commissionerate of Collegiate Education, Telangana is a non-profit department created by the Government of Telangana to promote education, giving special attention to backward and rural areas. It aims to strengthen education at undergraduation level especially for underprivileged sections of the society. (hereinafter referred to as "CCETS" or "SECOND PARTY").

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions and understandings set forth in this MoU, the Parties hereby have entered into this present MoU.

TERMS AND CONDITIONS OF THE MoU

Commissionerate of Collegiate Education, in the State of Telangana is desirous of engaging in career guidance and employability skill enhancement initiatives for the students pursuing undergraduation in Government Degree Colleges in the state. The recommended curriculum from Telangana State Council of Higher Education includes the subjects "Computerised Accounting" and "Theory and Practice of GST" for B.Com students. Tally Education Private Limited shall offer certification to students pursuing B.Com, in Tally ACE (for Computerised Accounting) and GST using Tally.ERP9 (Theory and Practice of GST) provided they fulfil the following conditions:

- a) The Education version of Tally.ERP software is offered free of cost to the Government Degree Colleges working under the purview of CCETS and their students. The students who wish to get certified in the specified Tally certifications, shall enrol themselves for an online examination conducted by Tally Education Pvt. Ltd. on payment of an



an examination fee as specified by Tally from time to time. (At present the examination fee is Rs.1168/- per course). TEPL and/or its empanelled partners (as listed on www.tallyeducation.com) shall facilitate enrolments at colleges working under the purview of Commissionerate of Collegiate Education. The enrolled students who pass the online exam conducted by TEPL only shall be certified by Tally. Additional support for training the students, if needed, may be provided by a separate commercial agreement with TEPL empanelled partner.

NOW THIS BUSINESS TERMS AND CONDITIONS BETWEEN THE PARTIES WITNESSETH AS UNDER:

Responsibilities of TEPL:

TEPL shall, to the extent possible, undertake the following:

- i) Organize FDP to teachers in Accounting and GST packages.
- ii) Provide complimentary software license (Education version) to the colleges nominated by CCETS, to be deployed in the computer lab and used for training. TEPL also has an option for complimentary digital content to students as detailed in Annexure 1. The content shall be accessed by students for the period of the semester in which the subject is studied by them as part of their syllabus.



Maidh

[Signature]
JOINT DIRECTOR

O/o. Commissioner of Collegiate Education
Govt. of Telangana, Hyderabad.

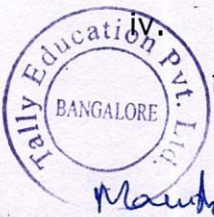
- iii) Assist CCETS/its affiliated colleges, to offer joint certification programme in Accounting and GST software in distance mode through Webinars.
- iv) Assist CCETS to offer advanced training programmes and / or certifications to teachers, in accounting and GST software.
- v) Extend Placement assistance to the students who are certified in the specified Tally Courses offered by TEPL, through its job portal. On request, TEPL shall also endeavour to conduct job fairs at select colleges.

Responsibilities of CCETS:

CCETS shall:

- i. Provide support to TEPL in successful installation of licenses on the systems of Commissionerate of Collegiate Education, Telangana and its affiliated institutions.
- ii. Provide proper system and network connectivity as required for installation of the software on the systems of Commissionerate of Collegiate Education, Telangana and its affiliated institutions.
- iii. Recommend all Government Degree Colleges working under its purview, to encourage and motivate B.Com students to take the certifications offered by TEPL and make maximum use of this facility.

iv. Provide the list of colleges working under its purview, to TEPL, to facilitate their registration in TEPL portal.



Mandh

JOINT DIRECTOR

v. Provide venue, logistics, infrastructural and refreshment facilities for Train the Trainer (ToT) program for faculty of Government Degree Colleges.

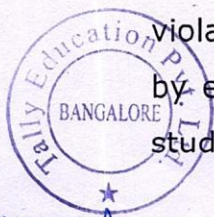
1. The Parties undertake to keep confidential, the contents of this MoU as well as the information disclosed to or obtained by the Parties from each other pursuant to this MoU and other information or documents that may come into the possession of the Parties in connection with performance of their obligations under this MoU. The parties shall also ensure that their respective employees do not utilize such information for any purpose other than those contemplated by this MoU.

2. The parties shall undertake to review the subjects and their syllabi periodically in the best interest of the students.

3. The parties shall not transfer or assign the present MoU or any right or obligation hereunder to any other Party without prior written consent of the other party.

4. The provisions of this MoU are severable, and if any one or more such provisions are determined to be illegal or otherwise unenforceable, in whole or in part, under the laws of any jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding on and enforceable by and between the Parties thereto.

5. This MoU is valid as long as the conditions stated herein are not violated by either party or till it is specifically cancelled / terminated by either of the Parties. This provision is to keep the interest of the students paramount.



[Handwritten signatures in blue ink]

6. Any waiver, amendment or modification of the provision of this MoU shall be in writing and signed by the authorized representatives of both the Parties.
7. Nothing contained herein shall or shall be deemed to create any partnership, agency, association, trust or joint venture between the Parties or their representatives and employees and nothing herein shall be deemed to confer on any Party, any authority to incur any obligation or liability on behalf of the other party.
8. The second party shall not be liable for any commission or omission on part of Tally Education; and the relationship between the students and the TEPL shall be governed by their mutual understanding.
9. There is no exclusivity on the understandings made in this document and both Parties are free to have similar agreements with other Parties, without compromising on the contents and spirit of this MoU.
10. This MoU is valid for a period of three years from the date of its execution.
11. This MoU may be terminated without any reason / cause by either of the Parties by giving at least 3 months' notice in writing to the other Party at the address given in the MoU. However, neither party shall terminate the contract before the conclusion of an on-going batch of students.

12. This MoU shall be construed neither against nor in favour of either Party, but shall be construed in a neutral manner.



Mawdh



JOINT DIRECTOR
O/o. Commissioner of Collegiate Education
Govt. of Telangana, Hyderabad.

Any notice to be given under this MoU shall be made in English and shall be delivered either by (a) Registered Post with A/D or (b) by Courier service to their respective addresses given below, unless otherwise designated or changed by written notice by the parties thereto.

Name : Tally Education Pvt Ltd
Kind Attention : Chief Executive Office
Address : Tally Education Pvt Ltd
23-24, AMR Tech Park IIB,
Hongasandra,
Housur Main Road,
Bengaluru – 560068
Karnataka, India

Institutional Partner:

Name : Commissioner of Collegiate Education
Kind Attention : Joint Director
Address : 3rd Floor, Prof.Jayashankar Vidya Bhavan
Nampally,
Hyderabad – 500 001,
Telangana, India



JOINT DIRECTOR

O/o. Commissioner of Collegiate Education
Govt. of Telangana, Hyderabad.

IN WITNESSES WHEREOF, the Parties to this MoU have hereunto subscribed their respective hands on the Date first above written/mentioned, in presence of the following Witnesses.

We agree to all the above terms and conditions.



Mansh Choudhary

TALLY EDUCATION PVT. LTD.

Represented by CEO,

**Tally Education Pvt. Ltd.
Bengaluru-560068, India.**

[Signature]

COMMISSIONERATE OF COLLEGIATE EDUCATION
JOINT DIRECTOR
Joint Commissioner of Collegiate Education
Govt. of Telangana, Hyderabad.

Represented by Joint Director,

**Commissionerate of Collegiate Education,
Telangana. Hyderabad-500001, India.
(Institutional Partner)**

Annexure I: Complimentary Tally Digital Content for college students.

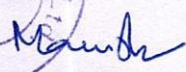

CCETS and TEPL share the common vision of empowering undergraduate students by imparting industry relevant skill sets to increasing their employability quotient. To achieve the common goal, TEPL and CCETS shall collaborate on a non-exclusive basis on the following framework to execute the assessment and certification for the students.

Tally will offer complimentary digital content for a period of 6 months or less to the students of Government Degree Colleges of Telangana. Students enrolled in Computerised Accounting will get TallyACE digital content and students enrolled in Theory and Practice of GST will get GST using Tally.ERP digital content.

Deliverable from Tally:

1. Individual login to each student on TEPL portal to access digital content.
2. 2*2 ft Tally logo signboard to be affixed outside/ inside the computer lab.
3. Assessment Platform.
4. Digital Certificate to students who pass the assessment.
5. Access to TEPL Candidate Portal.
6. TEPL offers other advanced certifications (TallyPRO and TallyGURU). Students and colleges interested in availing the certification may write to info@tallyeducation.com





JOINT DIRECTOR
O/o Commissioner of Government Education
Govt. of Telangana, Hyderabad.

Deliverables from Colleges:

1. Provide necessary Infrastructure for training and assessment.
2. Fix Tally logo signboard (as provided by TEPL) to the computer lab.
3. Utilize the content license provided for training purpose only.
4. Request TEPL for content license in TEPL specified format.

Documents Required:

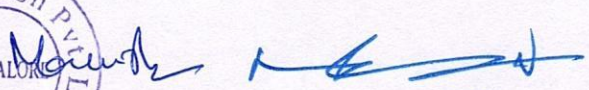
Letter issued on CCETS letter head along with list of colleges, duly approved, signed and stamped by competent authority recognizing the colleges/ Institutes as an educational institution.

Other Terms:

1. There is no delivery of physical courseware.
2. The digital content can be accessed through Tally Education mobile app or computer and may not be downloaded or shared.

Colleges requesting a license should write to info@tallyeducation.com




JOINT DIRECTOR
O/o. Commissioner of Collegiate Education
Govt. of Telangana, Hyderabad.

Annexure II : Commercials

Certification:

Certification	Certification Price (INR)
TallyACE	1168/-
GST Using Tally.ERP9	1168/-

Note:

- Payment shall be made in advance by the College.
- The above commercials are inclusive of Taxes and is subject to change from time to time as may be decided by TEPL.
- Prices quoted here are for certification only and do not include expenses for training and courseware.



Mawdy

[Signature]

JOINT DIRECTOR
O/o. Commissioner of Collegiate Education
Govt. of Telangana, Hyderabad.