



# Memorandum of Agreement

between

Commissionerate of Collegiate Education,
Government of Telangana

&

Spoken Tutorial Project IIT Bombay





### Memorandum of Agreement

# This Memorandum of Agreement is made between

# Commissionerate of Collegiate Education, Telangana (CCETS)

and

# Spoken Tutorial Project, IIT Bombay (ST-IIT Bombay)

The Commissionerate of Collegiate Education is created to promote quality education, giving special attention to the areas located in backward and rural areas. It also strengthens the women education at undergraduate level and works towards educational opportunities for weaker sections of the society.

The Spoken Tutorial project developed by IIT Bombay for MHRD, Government of India is the initiative of the National Mission on Education through Information and Communication Technology (ICT), launched by the Ministry of Human Resources and Development, Government of India. The uses of spoken tutorial is to advocate and popularize numerous Open Source software and their utilization.

Spoken tutorial project intends to provide opportunity to conduct software training from ST-IIT Bombay to all the Government Degree Colleges (GDCs) in Telangana state. As the programme is funded by the National Mission on Education through ICT, MHRD, Government of India it charges a nominal annual User Fee of Rs.25000/year/college. The program will provide the following benefits to the students of GDCs under purview of CCETS-

- Students and Teachers receive hands on training through a particular FOSS
  (Free and Open Source Software) like Linux, Scilab, LaTeX, PHP & MySQL,
  Java, C/C++, Libre Office etc. The students who complete the required training
  hours will be awarded Certificates by Spoken Tutorial Project, IIT Bombay.
- The training enhances IT, Software skills and employability for the students and any number of students and faculty can take any number of courses and Certificates in a year with User Fee of Rs. 25000/year/college.

The Commissionerate of Collegiate Education (CCE), Telangana State and Spoken Tutorial Project, IIT Bombay does hereby agree to the following broad terms of cooperation as under:

# Commissionerate of Collegiate Education shall-

- ➤ Identify a Chief Central Co-ordinator from the department who will actively work and co-ordinate with Spoken Tutorial team, IIT Bombay to roll-out and introduce the project into all degree colleges in the state.
- ➤ Put up the signed agreement note on the CCE website along with Spoken Tutorial site link and Telangana training manager Ms. Swati Dongardive's contact details and issue notifications to all the Principals of Government Degree Colleges to make the Payment through NEFT, introduce and roll-out the Spoken Tutorial based software training in colleges.
- ➤ Conduct a Master training program for a faculty member in each GDC through Faculty Development Training Program for running Software training SELF learning way in their respective Colleges as one of the initiatives under capacity building.
- Offer General IT Skills package in Telugu also.
- ➤ Issue circular to all the GDCs to introduce and roll-out the Spoken Tutorial based software training in the GDCs.
- ➤ Have a monitoring system on department's website **ccets.cgg.gov.in** to track the progress made by the different colleges, suggest bi-monthly reports from colleges to CCE and ST, IIT Bombay.

# The Spoken Tutorial Project, IIT Bombay shall-

- ➤ Work as a mentor for the GDCs in the Telangana State.
- ➤ Support the training and execution by CCE by providing manuals and continuous guidance at the unit level that is the Government Degree College.
- Nominate a Representative who will work with the Faculty Development Training Program in CCE.

➤ Provide guidance and learning path for progressively higher levels of

learning through advanced courses.

> Provide the knowhow and course content material that includes

CDs/DVDs, online material, instruction sheets and any other training

material related to the GDCs.

> Issues Completion Certificates, who undergo training and qualifies the

Online assessment test

> Participation Certificates shall be issued to the students who undergo the

training and do not take the online test.

> Provide the promotional materials like posters, brochures, leaflets, banners

etc. to the CCETS and the GDCs in TS.

General

This agreement is for a duration of one year from the date of signing and

can be renewed and modified from time to time if necessary, based on

mutual consent.

> IIT Bombay-ST permits the colleges with less than 100 number of

students to learn along with nearby college students and will not expect

the User Fee of Rs.25000/college/year.

> The interpretation of any clause will rest with CCE TS.

Now based on the above mentioned promise(s), the parties put their signatures

on this MoA on 19.02.2019.

Academic Guidance Officer

Commissionerate of Collegiate Education

Government of Telangana

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**National Coordinator Training** 

Spoken Tutorial Project, IIT Bombay







# **MEMORANDUM OF UNDERSTANDING**

# **BETWEEN**

# COMMISSIONERATE OF COLLEGIATE EDUCATION, GOVERNMENT OF TELANGANA

# AND

STORYTECH PRIVATE LIMITED
DIGITAL EMPLOYMENT EXCHANGE OF TELANGANA







This Memorandum of Understanding (herein after referred to as MoU) is entered into by and between:

Commissionerate of Collegiate Education, Government of Telangana having its office at 3rd Floor, Prof. Jayashankar Vidya Bhavan, Nampally, Hyderabad – 500001, hereinafter unless the context otherwise requires be referred to as "CCETS"

As FIRST PARTY

And

**StoryTech Private Limited**, incorporated in September 2016 as a startup by professionals with academic qualifications and experience in the field of software development. It is represented by its Founder & Chief Executive Officer, Mr. Manikanth Challa with their Registered Office located at Flat No - 202, Shreya Blossom, Plot No-185A, Road No-15A, Jubilee Hills, Hyderabad - 500033, Telangana, India and hereinafter unless the context otherwise requires be referred to as "**SPL**",

As SECOND PARTY

(Both Parties are hereinafter jointly referred to as "Parties" and individually as a "Party")

#### Introduction:

- A. Whereas CCETS is a non-profit department created by the Government of Telangana State to promote education, giving special attention to backward and rural areas. It aims to strengthen education at under graduation level especially for underprivileged sections of the society.
- B. StoryTech Private Limited is a startup which aims at development of dynamic, flexible and scalable solutions or challenges in domains to arrive at integrated solutions for arriving at measurable impacts.
- C. CCETS and SPL have entered into discussions on SPL's Digital Employment Exchange of Telangana's (DEET's) provision of technological assistance to CCETS in the areas of placement services, skill enhancements, trainings in the emerging horizons, interview & employment success factors





including but not limited to Curriculum Vitae (CV) building etc. for students/jobseekers.

- D. SPL's DEET is an end to end web portal and mobile app developed with an intent to connect all stake holders i.e., students/jobseekers and recruiters across the state of Telangana in the above-mentioned areas. The stakeholders can register through SPL (DEET) portal. Assessments are directly carried out by SPL (DEET). The entire recruitment process will be seamlessly linked on a chain.
- E. The parties share the common interest of engaging in creating a platform that connects academia and industry with the objective of providing employment opportunities to students by connecting them to the right jobs.

SPL and CCETS desire to enter into this Memorandum of Understanding setting out the terms and conditions under which the purpose and scope of this MoU will be achieved.

# Article 1 Effective Date

The parties hereby agree that the effective date of this MoU shall be the date on which it is signed. The preamble to this agreement constitutes an integral part thereof.

# Article 2 Purpose and Scope

**Purpose:** This MoU outlines the mutual cooperation between the two parties which shall create an ecosystem, to bridge the gap between industry and academia through need-based trainings to the job aspirants that shall support them with industry specific inputs, and provide opportunities to all, to achieve the right job.

**Role and scope of cooperation:** The parties agree to, in the spirit of cooperation, use the best efforts towards fulfilment of their respective obligations in achieving the purpose of this MoU.

This MoU outlines the commitments of both the parties.





# 2.1 Responsibilities of CCETS:

- · Instruct all Government Degree Colleges working under its ambit:
  - o to partner with SPL for DEET activities
  - support awareness activities on SPL (DEET) and disseminate the information to the students through display of posters/other awareness materials/circular/e-mail/bulletin board notices and any other medium that provides similar and suitable benefit
- Recommend and encourage all Government Degree Colleges under its purview to motivate their students to utilize the services of SPL (DEET).

# 2.2 Responsibilities of SPL (DEET):

- Provide online and app-based platform (website) for students of Government Degree Colleges approved by CCETS and recruiters to find the best candidates for jobs.
- Jobseekers shall have the option of skill enhancements, trainings in the emerging horizons, interview & employment success factors, Curriculum Vitae (CV) building and other facilities on chargeable basis. SPL shall provide these options subject to terms and conditions, with consent of the jobseekers.
- Provide assistance to understand the gaps in employability skills and areas of improvement, with industry specific inputs.
- Support CCETS in increasing awareness on <u>www.tsdeet.com</u> among students, colleges, jobseekers and universities.

# Article 3 Term

The MoU shall be effective for a period of one year from the date of signing. The MoU may be extended on mutually agreed terms for a further period of one year or for such other period as mutually agreed by parties.





# Article 4 Financial Liabilities

- 4.1 StoryTech Private Limited shall not charge any fee on whatsoever account/name either from the students or the Commissionerate of Collegiate Education or its affiliated institutions for job placements and internships.
- 4.2 Skill enhancement trainings and other corollary features will be charged by SPL subject to terms and conditions specified, with consent of the jobseekers, without any financial liability on CCETS or its affiliated institutions.

# Article 5 Confidentiality

- 5.1 This document is confidential. Both the parties agree to maintain confidentiality and not reveal to any person or body, rights and obligations of the Parties or any information or data which it receives through the other pursuant to this agreement. The provision of confidentiality shall survive the termination of this MoU and continue to bind the parties.
- 5.2 Both parties hereby declare that they know that this undertaking will be in force during the validity of this MoU as well as at any time after this MoU is terminated.
- 5.3 Both parties declare that they know that the undertaking pursuant to this agreement is a pre-requisite for each party to enter into this MoU with the other, and that without this declaration; each would not be willing to enter into an agreement with the other.

# Article 6 Intellectual Property

- 6.1 Intellectual Property means all systems, processes, procedures, proposition descriptions, models, copyrights, trademarks, trade secrets, and patents, utility models, methods and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.
- 6.2 The Materials provided by SPL (DEET) are protected by copyright, including without limitation by Copyright Law and other applicable laws in India.







- 6.3 CCETS & SPL (DEET) will not reveal, make use of any of the confidential information provided by SPL (DEET)/ CCETS either during the currency or after termination of the related agreement for a period of 5 years.
- 6.4 SPL (DEET) will retain the right of ownership to all the Intellectual Property Rights. CCETS shall not use intellectual property that is in any way based on the systems, processes, protocols, propositions and models of SPL (DEET), even though CCETS may have amended and added to the foundation of Intellectual Property.
- 6.5 The data of the students should not be shared to anyone without the permission of CCETS other than for the project for which the students have registered.

# Article 7 General Provisions

Both parties agree to maintain at all times, a one-point contact for undertaking and overseeing the initiatives listed out in this MoU, any change in the contacts will be promptly notified to the other party.

All notice/s to be given under this MoU shall be delivered either by:

(1) Registered Post or (2) by Courier Service or (3) by electronic mail to the applicable Party at the contact details indicated below:

#### **Contact from CCETS:**

Name: Commissionerate of Collegiate Education

Attention: Dr. C. Manjulatha Designation: Joint Director

Address: 3rd Floor, Prof. Jayashankar Vidya Bhavan, Nampally, Hyderabad -

500001.

# Contact from SPL (DEET):

Name: SPL (DEET)

Attention: Mohit Kumar Fruitwala Designation: Head of Business

Address: Flat No- 202, Shreya Blossom, Plot No-185A, Road No-15A, Jubilee

Hills, Hyderabad - 500033 Contact No: +91 8885026600 Email: mohit@storytech.in





This MoU references good faith efforts by both CCETS and SPL (DEET) and is an expression of the Parties' current intent and recognizes the fact that the execution of some of the terms of the MoU could require the parties to enter into definitive agreements. It is understood that without such definitive agreements, the terms of the MoU are not legally binding and will not be relied upon by any party for any purpose and no party is or will be bound by the terms of this MoU, unless and until definitive agreements are signed.

**Terms and Termination:** The terms and conditions agreed under this MoU shall commence on the date of signing and shall remain in effect until terminated. This MoU may be terminated by either of the Parties by giving not less than 3 months' notice in writing to the other Party.

**Amendments:** Either party may request changes to this MoU. Any changes, modifications, revisions or amendments to this MoU which are mutually agreed upon by and between the parties to this MoU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MoU.

**Applicable Law:** The construction, interpretation and enforcement of this MoU shall be governed by the laws of India. The Courts of Hyderabad, Telangana, India shall have jurisdiction over any action arising out of this MoU and over the parties, and the venue shall be in Hyderabad, Telangana, India.

This MoU supersedes all prior verbal or written communications, discussions and representations communicated between the parties hereto in respect of the subject matter of this MoU.

Any notice under this MoU will be in writing and delivered by hand or by registered post acknowledgement due, to the other party at the registered office or as may be substituted by the notice. Any notice sent by e-mail/post will be effective on the date of receipt.

**Severability:** Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MoU shall not be construed so as to create such status. The rights, duties and







obligations contained in this MoU shall operate only between the parties to this MoU and shall inure solely to the benefit of the parties to this MoU. The provisions of this MoU are intended only to assist the parties in determining and performing their obligations under this MoU. The parties to this MoU intent and expressly agree that only parties' signatory to this MoU shall have any legal or equitable right to seek to enforce this MoU to seek any remedy arising out of a party's performance or failure to performance any term or condition of this MoU, or to bring an action for the break of this MoU.

IN WITNESS WHEREOF, the parties hereto have executed this understanding on the date, month and year, hereinabove written

For Commissionerate of Collegiate Education, Government of Telangana For StoryTech Private Limited

Name: Dr.C. Manjulatha Designation: Joint Director

Date: 13.01.2019

Name: Mr. Manikanth Challa Designation: Founder & CEO

Date: 13 | 08 | 2019

C. Haurkanth

# 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 26<sup>th</sup> 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.

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O/o. Commissioner of Collegiate Education

MOU between CCETS & Tally Editation of Page Page

# **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:

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

Govt. of Telangana, Hyderabad.

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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 <a href="www.tallyeducation.com">www.tallyeducation.com</a>) 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:

- Organize FDP to teachers in Accounting and GST packages.
- 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.

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

MOU between CCETS & Tally Education Pvt Ltd Page 3

- 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:

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- Provide support to TEPL in successful installation of licenses on the systems of Commissionerate of Collegiate Education, Telangana and its affiliated institutions.
- 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.

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

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Govt. of Telangana, Hyderabad.

- 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.
  - 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.

MOU between CCETS & Tally Education Pvt Ltd Page 5
JOIN Tolly Education Pvt Ltd Page 5
O/o. Commissioner of Collegiate Education
Govt. of Telangana, Hyderabad.

- 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.
- 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.

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

MOU between CCETS & Tally Education Pvt Ltd Page

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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:

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BANGALORE

Name : Commissioner of Collegiate Education

Kind Attention : Joint Director

: 3<sup>rd</sup> Floor, Prof.Jayashankar Vidya Bhavan Address

Nampally,

Hyderabad - 500 001,

Telangana, India

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.

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TALLY EDUCATION PVT. LTD.

Represented by CEO,

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BANGALORE

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

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JOINT DIRECTOR

COMMISSIONER ATES OF FOR Collegiate Education

COLLEGIATE EDUCATION gana, 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.

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- 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 <a href="mailto:info@tallyeducation.com">info@tallyeducation.com</a>

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# **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:**

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- 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:

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

JOINT DIRECTOR

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

# **MEMORANDUM OF UNDERSTANDING**

# BETWEEN

# Commissionerate of Collegiate Education, Government of Telangana



AND

THE INDUS ENTREPRENEURS (TIE) - HYDERABAD



This Memorandum of understanding (hereinafter referred to as "MoU") is entered into by and between

**Commissionerate of Collegiate Education**, Hyderabad having its office at 3<sup>rd</sup> floor, Prof. Jayashankar Vidya Bhavan, Nampally, Hyderabad-500001 and herein after unless the context otherwise requires be referred to as "CCETS"

As FIRST PARTY

And

The Indus Entrepreneurs Hyderabad, founded in 1992 in Silicon Valley by a group of successful entrepreneurs, corporate executives and senior professionals with roots in the Indus region. Their office is located at #102, KADIRIS APURUPA URBAN, Laxmi Nagar, Kondapur, Hyderabad, Telangana-500084 and herein after unless the context otherwise requires be referred to as "TiE Hyderabad"

As SECOND PARTY

(Both Parties are hereinafter jointly referred to as "Parties" and individually as a "Party")

#### Introduction

A. Whereas CCETS 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 undergraduate level especially for underprivileged sections of the society.

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- B. TiE Hyderabad is one of the happening chapters within TiE Global, working with a mission to foster entrepreneurship through mentoring, networking, education, funding and incubation with a focus on generating and nurturing the next generation of entrepreneurs.
- C. Whereas TiE Hyderabad, in furtherance of its mission, engages in establishing "TiE Grad", an initiative run by entrepreneurs, for students aspiring to be entrepreneurs. It is a top-class global entrepreneurship program which enables young students pursuing graduation to develop entrepreneurial mindset and encourages them to build their own business ideas.
- D. Whereas Commissionerate of Collegiate Education, in the State of Telangana is desirous of engaging in career guidance, employability and entrepreneurial skill development initiatives for the students pursuing graduation in Government Degree Colleges in the state.
- E. The parties share the common interest of engaging in entrepreneurial skill-building programs for students pursuing under graduation in Government Degree Colleges in Telangana.

TiE Hyderabad and CCETS desire to enter into this Memorandum setting out the terms and conditions under which the purpose and scope of this MoU will be achieved.

# Article 1 Effective Date

The parties hereby agree that the effective date of this MoU shall be the date on which it is signed. The Preamble to this agreement constitutes an integral part thereof.

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## **Article 2**

# **Purpose and Scope**

**Purpose:** This MoU outlines mutual cooperation between the two parties in the space of entrepreneurial skill enhancement initiatives and creation of a platform for students to interact with global forums to showcase their skills and knowledge.

**Roles and Scope of cooperation:** The parties agree to, in the spirit of mutual cooperation, use the best efforts towards fulfilment of their respective obligations in achieving the purpose of this MoU.

# 2.1 Responsibilities of CCETS

- Will recommend and encourage all Government Degree Colleges working under its ambit to motivate their students to participate and make use of the TiE Grad entrepreneurship program.
- Ensure payment of requisite One-time initiation fee (Rs. 1 Lakh + GST) and Annual membership fee (Rs. 1 Lakh +GST, to be paid every year towards the renewal on 1st of April) to TiE Hyderabad chapter.
- Identify 50-100 students (I, II & III yr) from Government Degree Colleges and register them for the program.
- Identify and nominate one student champion and one faculty champion to coordinate the program.
- Provide a common venue (with flexible seating arrangement) at Hyderabad for conduct of orientation-kick-off session and monthly meetings.
- Provide the following for the meetings:
  - 3 Banners, 2 Standees, 1 Hoarding and 1 backdrop.
  - A lean canvas (equal in number to the number of students registered) printed on A2 Sheets.
  - A/V facilities, projector and computers.

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 Confirm calendar for TiE Grad team to conduct workshop/seminar on the college campus.

# 2.2 Responsibilities of TiE Hyderabad

TiE Hyderabad will:

- Share all relevant details of their programs & competitions with O/o CCE.
- Provide know how to permit smooth and effective technology and knowledge transfer.
- Assist registered student entrepreneurs and startups from Government Degree Colleges, Telangana state to solve their business or technical challenges and building mentor connections.
- Nominate 5 student members for BizHack Bootcamps.
- Extend speaker/resource person support for workshops/seminars organised by Commissionerate of Collegiate Education (prior intimation of 15 days is required).
- Assist student entrepreneurs in networking with top entrepreneurs.
- Assign business coach and idea coach to train the registered students on the program for the entire year.
- Conduct competitions to select at least 2 teams and nominate the same for semi-finals - Inter collegiate competitions, the winners of semi-finals (if any) to TiE Grad Business Idea Tournament (Inter-college) and the winners at finals (if any) to global competitions.
- Explain the current needs of the market every year to CCETS and make them understand the changes that may incur in the course of the program.
- Submit a monthly report on the status of the program to CCETS and also a final consolidated report on the program towards the end of the academic year.

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#### **ARTICLE 3**

#### Term

- 3.1 The MoU will be effective from the date of signing and applicable upto the end of the academic year 2019-2020.
- 3.2 The MoU may be extended on mutually agreed terms for a further period of one year or for such other period as mutually agreed by the parties. If extended, the renewal shall be done on 1<sup>st</sup> April of every year.

### **ARTICLE 4**

### **Financial liabilities**

4.1 The program is offered for a fee which involves
One-Time setup fee = Rs. 1, 00,000/- + GST@18%
Annual membership fee = Rs. 1, 00,000/- + GST@18% (to be renewed every year in April).

Total payable fee for first year = Rs. 2, 36,000/- (inclusive of GST@18%).

Renewal fee from 2nd year (April-March) = Rs. 1, 00,000/+ GST (18%)

- 4.2 The expenses incurred towards provision of venue, food and accommodation for the meetings held at colleges shall be the liability of CCETS (except for finals, hosted by TiE Grad).
- 4.3 The registration fee towards student nominations for global competitions only (if any) shall be borne by TiE Hyderabad. However the expenses incurred towards travel and logistics shall be the responsibility of nominees/team members.

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### **Article 5**

# Confidentiality

- 5.1 This document is confidential. Both the parties agree to maintain in confidence, and not reveal to any person or body, rights and obligations of the parties or any information or data which it receives through the other pursuant to this Agreement. The provision of Confidentiality shall survive the termination of this MoU and continue to bind the parties.
- 5.2 Both parties hereby declare that they know that this undertaking will be in force during the validity of this MoU, as well as at any time after this MoU is terminated.
- 5.3 Both parties declare that they know that the undertaking pursuant to this agreement is a pre- requisite for each party to enter into this MoU with the other, and that without this declaration each would not be willing to enter into an agreement with the other.

## Article 6

## **Intellectual Property**

- 6.1 Intellectual property means all systems, processes, procedures, propositions, descriptions, models, copyrights, trademarks, trade secrets, and patents, utility models, methods and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.
- 6.2 The materials provided by TiE Hyderabad are protected by copyright, including without limitation by copyright Law and other applicable laws in India



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- 6.3 CCETS & TiE Hyderabad will not reveal, make use of or commercialize any of the confidential information provided by TiE Hyderabad/CCETS either during the currency or after termination of the related Agreement for a period of five years.
- 6.4 TiE Hyderabad will retain the right of ownership to all the Intellectual Property Rights. CCETS shall not use intellectual property that is in any way based on the systems, processes, protocols, propositions and models of TiE Hyderabad, even though CCETS may have amended and added to the foundation Intellectual Property.
- 6.5 The data of the students shall not be shared with anyone without the permission of CCETS other than for the project for which the students have registered.

### **ARTICLE 7**

### **Escalation Matrix**

The escalation matrix of each organization will be as follows:

	INSTITUTIONAL MEMBER	Name	Email ID	Phone Number
E1	Student Coordinator			
E2	Faculty Coordinator			
E3	Joint Director	Dr. C. Manulatha	<u>Jtdir-ce@telagana.go</u> <u>v.in</u>	040-24745021
E4	Commissioner for Collegiate Education	Sri. Navin Mittal,IAS.	comm-ce@telangana. gov.in / commissioner.tgce@g mail.com	040-24745021

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	TIE HYDERABAD	Name	Email ID	Phone Number
E1,E2 & E3	Program Champion	Vamsi Krishna J	pc@tiehyderabad.org	7799439281
E3	MRO	Ms. Pragyna Sri	mro@tiehyderabad.org	8977000397
E4	Executive Director	Phani Pattamatta	ed@tiehyderabad.org	9000283338

#### **ARTICLE 8**

### **General Provisions**

7.1 Both Parties agree to maintain at all times, a one-point contact for undertaking and overseeing the initiatives listed out in this MoU. Any change in the contacts will be promptly notified to the other party.

All notice/s to be given under this MoU shall be delivered either by (1) Registered Post, or (2) by Courier Service, or (3) by electronic mail to the applicable Party at the contact details indicated below:

# Contact from TiE Hyderabad:

Name

TiE Hyderabad

Attention

: Vamsi Krishna J

Designation

Program Champion

Address

#102, KADIRIS APURUPA URBAN, Laxmi

Nagar, Kondapur, Hyderabad, Telangana

500084

Email ID

: pc@tiehyderabad.org

Contact Number

7799439281



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#### **Contact from CCETS:**

Name

: Commissionerate of Collegiate Education

Attention

: Dr. C. Manjulatha

Designation

: Joint Director

Address

: 3rd Floor, Prof. Jayashankar Vidya Bhavan,

Nampally, Hyderabad-500001

Email ID

: comm-ce@telangana.gov.in

Contact Number

: 040-24745021

7.2 This MoU references good faith efforts by both CCETS and TiE Hyderabad and is an expression of the Parties current intent and recognizes the fact that the execution of some of the terms of the MoU could require the parties to enter into definitive agreements. It is understood that without such definitive agreements, the terms of the MoU are not legally binding and will not be relied upon by any party for any purpose and no party is or will be bound by the terms of this MoU, unless and until definitive agreements are signed.

### 7.3 Terms and Termination:

The terms and conditions agreed under this MoU shall commence on the date of signing and shall remain in effect until terminated.

This MoU may be terminated by either of the Parties by giving not less than 3 months' notice in writing to the other Party.

7.4 Amendments: Either party may request changes to this MoU. Any changes, modifications, revisions, or amendments to this MoU which are mutually agreed upon by and between the parties to this MoU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MoU.

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- 7.5 Applicable Law: The construction, Interpretation and enforcement of this MoU shall be governed by the laws of India. The courts of Hyderabad shall have jurisdiction over any action arising out of this MoU and over the parties, and the Venue shall be Hyderabad, India.
- 7.6 This MoU supersedes all prior oral or written communications, discussions and representations communicated between the parties hereto in respect of the subject matter of this MoU.
- 7.7 Any notice under this MoU will be in writing and delivered by hand or by registered post acknowledgement due to the other party at the registered office or as may be substituted by the notice. Any notice sent by e-mail/ post will be effective on the date of receipt.
- 7.8 Severability: Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may renegotiate the terms affected by the Severance.
- 7.9 Third Party Beneficiary Rights: The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MoU shall not be construed so as to create such status. The rights, duties and obligations contained in this MoU shall operate only between the parties to this MoU, and shall inure solely to the benefit of the parties to this MoU. The provisions of this MoU are intended only to assist the parties in determining and performing their obligations under this MoU. The parties to this MoU intend and expressly agree that only parties signatory to this MoU shall have any legal or equitable right to seek to enforce this MoU to seek any

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remedy arising out of a party's performance or failure to perform any term or condition of this MoU, or to bring an action for the breach of this MoU.

IN WITNESS WHEREOF, the parties hereto have executed Understanding on the date, month and year, hereinabove written.

For TiE Hyderabad Chapter

For Commissionerate of

Collegiate Education, Telangana

Name

: Phani Pattamatta

Designation : Executive Director

Date

Name

: Dr. C.Manjulatha

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Designation

: Joint Director

Date

29.8.2019