



POWER OF SIMPLICITY



Certificate of Empanelment

This is to certify that

Tuljaram Chaturchand College Of Arts, Science & Commerce
is empaneled as

Training & Assessment Centre

to offer Certifications on

TallyACE | TallyPRO | TallyGURU | GST using Tally

Other Certifications offered:

Basics of Tally | GCC VAT using Tally | Financial Accounting using Tally | CPFA | ACPFAT

Address: At.PO.No.51, Distt:Pune Baramati-413102, Maharashtra

Valid Till: 14-12-2020
T&AC Code: W/MH/BRMT/180

Bhuvaneshwari B
Chief Executive Officer

Tally Education Pvt. Ltd., a group company of Tally Solutions Pvt. Ltd., is the only entity authorised to issue certifications on Tally.

Tally Education Pvt. Ltd.

AMR Tech Park II, No. 23/24, Hongasandra, Hosur Main Rd, Bengaluru - 560 068.

Disclaimer: Tally Education offers certification. Training is offered by the empaneled partner.

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2017-18

GOVT. OF KARNATAKA
TALLY EDUCATION PRIVATE LIMITED



DEPT. OF STAMP & REGISTRATION

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EMPANELMENT AGREEMENT
FEB 27 2018

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KARNATAKA

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ಬಿಡಿಮಾನ್ಯರು, ಬೆಂಗಳೂರು ನಗರ ದಸ್ತು

This Empanelment agreement under the (hereinafter referred to as "Agreement") is made and executed on this 27th day of February, 2018 at Bangalore by & between:

TALLY EDUCATION PRIVATE LIMITED, herein after called 'TEPL'; a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at No 23 & 24, AMR Tech Park II, Hosur Main Road, Hongasandra, Bangalore-560068 (of the Other Part).

AND

Tuljaram Chaturchand College of Arts, Science and Commerce, Baramati represented by Principal Dr. Chandrashekar V. Murumkar, herein after called the 'Empaneled Centre' having its Training and assessment centre at Baramati

AND WHEREAS TEPL is the owner & user of the Trade Name 'TEPL' and logo the "Tally Institute of Learning" (hereinafter called the said 'Logo' & the said 'Trade Name' respectively) and is engaged, amongst other activities, in the business of Education & Training and owns or has access to various copyrighted material, proprietary information and operation of Education & Training Centers and courseware materials designed by it.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND PROMISES MADE HEREINAFTER THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1 : EMPANELMENT GRANT

In consideration of the terms of this Agreement

- a. Empaneled Centre is authorized, on a limited, non-assignable, non-transferrable and on non-exclusive basis for the term of this agreement.
- b. Empaneled Centre is authorized, during the term of this agreement, to conduct Principal Company's training and certification programs as stipulated in Annexure 4
- c. Empaneled Centre shall be authorized, during the term of this agreement, to use the trademark and logo of TEPL, only in relation to the training programs and assessments specified in Annexure IV of this Agreement, in

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Estd-June 1962

2017-18

TULJARAM CHATURCHAND COLLEGE of Arts, Science and Commerce, Baramati, 413102

Religious Minority Institute | NAAC REACCREDITED 'A+', CGPA 3.55

- Best College Award - SPPU 2017
- UGC - CPE Status
- DBT - Star College Scheme
- ISO - Certified - 9001 - 2008
- Best Principal Award - SPPU 2017
- UGC - B. Voc. Programme
- DST FIST 'O' Level
- UGC - COC

Chandrashekhar V. Murumkar

M.Sc., Ph.D.

PRINCIPAL

☎: (02112) 222405, 223635 Fax: (02112) 222728

E-mail :- principal.tccollege@gmail.com

Website : www.tccollege.org

Affiliated to Savitribai Phule Pune University (Formerly University of Pune) (Id No.PU/PN/ASC/016/1962) Univ. College Code No. 032, HSC Board Code No.J 11.02.001(1976-77)

Ref. No. AES/TCC/Gen-461

Date **23 NOV 2017**

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AND

TULJARAM CHATURCHAND COLLEGE OF ARTS, SCIENCE AND COMMERCE, BARAMATI represented by **PRINCIPAL DR. CHANDRASHEKHAR V. MURUMKAR**, herein after called the 'Empaneled Centre' having its Training and assessment centre at - **BARAMATI**

AND WHEREAS **TEPL** is the owner & user of the Trade Name 'TEPL' and logo the "Tally Institute of Learning" (hereinafter called the said 'Logo' & the said 'Trade Name' respectively) and is engaged, amongst other activities, in the business of Education & Training and owns or has access to various copyrighted material, proprietary information and operation of Education & Training Centers and courseware materials designed by it.

Murumkar



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23/11/17



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Section 1 :EMPANELMENT GRANT

In consideration of the terms of this Agreement

- a. Empaneled Centre is authorized, on a limited, non-assignable, non-transferrable and on non-exclusive basis for the term of this agreement.
- b. Empaneled Centre is authorized, during the term of this agreement, to conduct Principal Company's training and certification programs as stipulated in Annexure IV
- c. Empaneled Centre shall be authorized, during the term of this agreement, to use the trademark and logo of TEPL , only in relation to the training programs and assessments specified in Annexure IV of this Agreement, in all its marketing activities till such time that the agreement is valid.

Section 2: EMPANELED CENTRE 'S OBLIGATIONS

- a. Empaneled Centre shall offer the services authorized by TEPL only at the premises mentioned at above of the agreement and not at any other location.
- b. Empaneled Centre shall undertake marketing activities and create required awareness in the market about Tally and "Tally Certification Programs".
- c. Empaneled Centre shall pay the registration/sign-up fee as per Annexure II.
- d. Empaneled Centre shall purchase courseware from TEPL .
- e. Empaneled Centre shall conduct the Tally's online Certification for each candidate on TEPL assessment portal and provide required IT infrastructure like Computers/ Laptop and Internet to the students for undergoing the Tally online assessments at no additional cost to TEPL .
- f. Empaneled Centre shall conduct assessments under - Protected environment.
- g. Empaneled Centre should register the candidate on TEPL portal for the "Tally Certification Program".
- h. Empaneled Centre shall comply with all local laws and shall also advise TEPL of compliances required.
- i. Empaneled Centre shall avoid deceptive, misleading or unethical practices that are or might be detrimental to TEPL or TEPL 's products or services.
- j. Empaneled Centre shall refrain from making any false or misleading representations with regard to TEPL or TEPL 's products or services.
- k. Empaneled Centre shall refrain from making any representations, warranties or guarantees to customers with respect to the specifications.
- l. Empaneled Centre shall extend requisite support to TEPL to visit the premises of Empaneled Centre and verify the compliance of the terms & conditions of this agreement as well as of policies and guidelines as

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issued by TEPL from time to time and /or audit the enrolment and online certification Program, process of conducting exams etc. .

- m. Empaneled Centre shall promptly report to TEPL any information which may have a bearing on the business interest of TEPL or Empaneled Centre .
- n. Empaneled Centre shall secure the establishment and continuance of the infrastructure, staff, systems (as mentioned in Annexure I) and other necessities and also maintain the agreed levels of inventories of various inputs.
- o. The Empaneled Centre will update the reports on the prescribed formats regularly.
- p. Empaneled Centre shall take proactive steps for meeting targets and other parameters to remain and continue as EMPANELED centre. Non adherence to agreed targets may result in termination of the agreeme

Section 3: TEPL OBLIGATIONS

- a. TEPL shall provide Empaneled Centre with the courseware for course as per commercials defined by it from time to time
- b. TEPL shall provide operational support to Empaneled Centre as per the guidelines (mentioned in Annexure III of this Agreement) after fulfillment of necessary terms and conditions by Empaneled Centre .
- c. TEPL shall provide a non-exclusive license for Tally.ERP 9 Software, as per commercials defined by Tally Solutions Private Limited, to provide training for the Tally Certification Programs subject to partner maintaining valid Tally Software Subscription. Partner or/and Users of the software shall agree to comply with the conditions of the Copyright Assertion and Limited Warranty Statement of Tally Solutions Private Limited.
- d. TEPL shall provide courseware to partner for the Tally Certification Program.
- e. TEPL shall issue authorization certificate to Empaneled Centre upon fulfillment of necessary terms and conditions by Empaneled Centre .
- f. Other related matters with-out prejudice to its legal rights, correction of any deficiencies, and breach of contract and if required, determines this agreement in cases where breach committed by Empaneled Centre , is prejudicial to the interests of TEPL .
- g. TEPL may inspect, with or without prior notice, premises of Empaneled Centre to verify the following:-
 - i. Compliance of various policies & guidelines as issued by TEPL from time to time.
 - ii. Inspection of books of accounts related to the business.
 - iii. Inputs used to deliver services and solutions.
 - iv. Other related matters with-out prejudice to its legal rights, correction of any deficiencies, and breach of contract and if required, determines this agreement in cases where breach committed by Empaneled Centre , is prejudicial to the interests of TEPL .
- h. TEPL reserve the right to :
 - i. Not Offer of any ,and /or new products, services, courses and other offerings and
 - ii. To Change and /or determine the new policies & guidelines including but not limiting to the product features, pricing, enrollment fee, business model, revenue sharing model of existing and new products, services, courses and other offerings without giving any prior notice to Empaneled Centre and Empaneled Centre shall have not be liable to claim refund of Empaneled Centre Fee

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Section 4: RIGHTS TO THE USE OF LOGO

The Empaneled Centre warrants, covenants and undertakes with the TEPL , that during the Agreement the Empaneled Centre shall have no right, interest or License to the logo 'Tally Institute of Learning' and also that at no time after termination of this Agreement for whatsoever cause shall the Empaneled Centre make any claim to the logo Institute of Learning and Trade Name 'TEPL ', or use any deceptively or confusingly similar Logo or Trade Name and the Empaneled Centre hereby expressly agrees that all rights or interest in the said Trade Name arising out of use in accordance with this Agreement will exclusively belong to the TEPL .

Section 5: SCOPE OF EMPANELMENT& EXPANSION

The present Agreement grants to the Empaneled Centre the right to operate the Education & Training Centre in relation to TEPL and using the "Courseware Materials" and/or "Courseware" as defined and referred above and in accordance with the Clauses herein. In the event of the Empaneled Centre desiring to open another Tally Institute of Learning, the prior consent in writing of the TEPL shall have to be obtained, which permission if granted will be subject to compliance of terms which will be prescribed and or payment of such Fee etc.

LIMITS ON EMPANELED CENTRE 'S AUTHORITY:

- a. Empaneled Centre shall not change/amend and edit the courseware materials.
- b. Empaneled Centre shall not use 'Tally Institute of Learning' logo on termination of this agreement
- c. Empaneled Centre shall use 'Tally Institute of Learning' logo only in the premises mentioned in this agreement
- d. Empaneled Centre shall not advertise his other centres as 'Tally Institute of Learning'
- e. Empaneled Centre shall seek consent from TEPL and any other Empaneled Centre while recruiting their staff.
- f. Empaneled Centre shall ensure that the training is completed as per the timelines of the courses as prescribed in the 'Instruction Manual'.
- g. Empaneled Centre shall adhere to copyright act with respect to courseware provided by TEPL .
- h. Empaneled Centre shall not commit any financial irregularities.
- i. The word "Tally" and "logo" of Tally should be used with prior written approval.
- j. Empaneled Centre shall issue only digital certificate issued by TEPL to students.

Section 6: TRANSFER/ASSIGNMENT OR SUB-LICENSING

The Empaneled Centre shall not be entitled to transfer or assign or to grant any sub -license or to enter into any other type of arrangements with any other person with a view to delegating the rights and duties granted to it under this Agreement, or in respect of any of the materials supplied to the Empaneled Centre in terms of this Agreement.

Section 7: TERM

This Agreement is valid for the period of one year from the date of execution of this agreement, subject to Section 8. However parties shall review the continuity of the agreement at the end of every twelve months from the date of execution of the agreement.

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Section 8: RENEWAL

TEPL may consider the renewal of the empanelment for a period of 1 year ; provided that the Empaneled Centre shall have complied with all the terms and conditions and operating standards and criteria established in this Agreement; on payment of required Fee (as mentioned in Annexure II).The Empaneled Centre can seek renewal; exercisable only by written notice delivered to the Company, not less than three (3) months prior to the end of the Term (i.e one year) to renew the licence for another term of one year (the "Renewal Terms")

Section 9: TERMINATION

Each party shall have the right to terminate this Agreement with or without cause by a prior notice of three (3) months in writing to the other party. If the Empaneled Centre violates any of the conditions stipulated in Section 2 and 5 of this Agreement, the agreement stands cancelled with immediate effect without any further notice, subject to the discretion of the TEPL .

On termination of the agreement, the empanelment fee stands forfeited and TEPL is not liable to refund any part of the empanelment fee. TEPL reserves the rights and remedies under law of the empanelment centre.

Section 10: COMPLETION OF COURSES:

In the event of expiry of this Agreement, the Empaneled Centre shall ensure that all its courses including the final Assessments conclude before the expiry of this Agreement. The Empaneled Centre shall also ensure in the eventuality of a course extending beyond the agreement period, then the batch enrolled will be completed with prior intimation to the TEPL .

Section 11: TRADE MARKS AND TRADE NAMES

Empaneled Centre shall respect TEPL 's Trade Marks, Copy Rights, Logos, Trade names, Service marks. It is understood that there is no transfer of intellectual property rights (IPR) infavour of Empaneled Centre .

Empaneled Centre acknowledges that the copyright and title to the material and any copyright, trademarks, service marks or any other intellectual property rights relating thereto remain with TEPL . Empaneled Centre shall maintain confidentiality of any data relating to the usage of material by them and shall make reasonable efforts to prevent the infringement of any intellectual property or other.

Section 12: RELATIONSHIP BETWEEN THE PARTIES

It is understood that the arrangement between the Parties contemplated by this Agreement shall be on a Empaneled Centre basis. None of the provisions of this Agreement will be deemed to constitute a joint venture, agency, a partnership or principal-agent relationship between the Parties hereto and neither Party by virtue of this Agreement shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other Party. The Partner shall not expressly or by implication or conduct, under any circumstance, represent itself to be an agent of the Company and no act of the Partner as is not specifically authorized by the Company shall be binding on the Company.

Section 13: NO LIABILITY

TEPL shall not 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) arising out of or relating to this Agreement.

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Section 14: CONFIDENTIALITY

The Empaneled Centre shall keep secret the confidential and proprietary information imparted to or made available to it as well as the Trade Secrets and other information over which the TEPL has proprietary interest.

Section 15: FORCE MAJEURE

- a) For the purpose of this Agreement, the 'Force Majeure Event' means anything outside the reasonable control of a Party including fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor dispute, civil disorder, riot, act of civil or military authority, act of public enemy, terrorist threat or activity, war (declared or undeclared), act of god, act or omission of carriers or suppliers, restriction of law, regulation, order or other acts of regulatory or governmental agency(ies), interruption or failure of telecommunication or digital transmission link, Internet failure or delay but excluding the occurrence of such events with respect to another customer of the Party.
- b) Neither Party shall be responsible or liable for, or deemed to be in breach of this Agreement because of any failure or delay in complying with its obligations under this Agreement, due solely to one or more events of Force Majeure, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis from the date of the event of Force Majeure provided that no relief shall be granted to the affected party to the extent that such failure or delay would have nevertheless been experienced by the Party had such Force Majeure event not occurred

Section 16: DISPUTE RESOLUTION AND JURISDICTION

This Agreement shall be governed and construed in accordance with the laws in India. Any dispute, controversy or claims arising out of or relating to this Agreement shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Arbitrator shall be appointed by mutual consent of the parties. The Seat of Arbitration shall be at Bangalore, India and the Language of Arbitration shall be English. Both the parties agree to submit to the exclusive jurisdiction of courts in Bangalore, India.

Section 17:

This Agreement has been executed on the date set forth herein in two (2) sets of which the Parties have taken one each.

IN WITNESS WHEREOF the Parties above named have signed the above Agreement as of the day and year first above written in the presence of the following witnesses.

For Tally Education Private Limited

For Tally Education Pvt. Ltd.
Signature Manish Chowdhary
Authorised Signatory

Name: Mr. Manish Chowdhary

Designation: CEO

2. Sign

Name: Dr. Chandrashekhar V. Murumkar

Designation : Principal

Witness: 1) Shah Abhinandan Bharatkar
Registrar.

2) Meher Prakash Gambhirnal
HOD, Commerce



ANNEXURE – I

INFRASTRUCTURE RECOMMENDATION FOR AN EMPANELED CENTRE

- The minimum recommended space -500 sq. ft.
- Tally.ERP 9 Multi User license with valid TNS exclusively for training and education purpose
- Minimum 18 computers (15 for training + 3 for administrative purpose)
- Projector
- Printer
- Server
- Internet Connectivity
- Separate theory and practical rooms
- Bio-metric device
- Library
- Drinking water facility
- Washrooms separate for Girls and Boys

Theory Classroom

- Theory classroom with minimal seating capacity of 20 each

Computer Lab

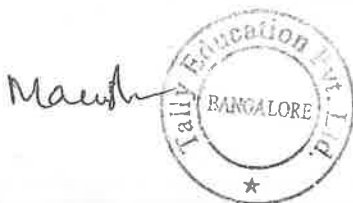
- 1 Fully equipped computer lab
- Minimal Recommended Numbers: 1 Server & 15 PCs / 10 PCs

Recommended staff requirement

- Centre manager – 1
- Placement executive – 1
- Faculty -2
- Lab Assistant - 1
- Counselor – 1
- Business Development executive – 1
- Office Boy – 1

Recommended Layout of the Tally Assessment and Training centre - area 500 sq. ft. (for larger available space capacity for classroom and lab can be higher)

- Lab: 15x12 sq. ft. = approx. 150 to 200 sq. ft.
- Classroom: 15x10 sq. ft. = approx. 150 to 180 sq. ft.
- Reception / Counselling area: 8x8 sq. ft. = approx. 60 to 100 sq. ft.
- Owner/ Centre Manager Cabin: 8x8 sq. ft. = 60 to 100 sq. ft.
- Toilet: 5x6 sq. ft. = approx. 30 to 50 sq. ft.



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23/11/15



ANNEXURE – II

Commercial Consideration

S.no	Particulars	Cost
1	ANNUAL EMPANELMENT FEE	Rs 18,000/- + applicable taxes

Courseware Cost and Assessment Cost

Empaneled Centre shall ensure that course material and assessment vouchers are procured from TEPL by paying the stipulated cost to TEPL prior to enrolment of students. TEPL has the right to determine the cost of course material and assessment vouchers from time to time.

On receipt of the due payment, TEPL shall issue the required material to the Empaneled Centre either in physical or digital format.

Renewal policy

Provided that the Empaneled Centre shall have complied with all of the terms and conditions of this Agreement and shall have/ complied with the operating standards and criteria established in this Agreement and has attempted to meet the maximum of the Empaneled Centre target, then TEPL may consider the renewal of the License for an additional term of one year - ; on payment of Annual Empaneled Centre Fee prevalent at the time of renewal, any change to which will be communicated 3 months before the expiry term of the agreement and this amount will be excluding any taxes/duties, as applicable, only if:

- All monies payable under this Agreement stand paid.
- The Empaneled Centre shall give the TEPL written notice of his desire to be considered for a renewal as Empaneled Centre three 3 months prior to the expiry date failing which the TEPL shall be entitled to presume that the Empaneled Centre does not wish to be so considered and to act accordingly.
- The Empaneled Centre shall pay the Annual Empaneled Centre Fee at least 1 month prior to date of expiry (i.e. 12 months from the date of enforcement).
- Empaneled Centre agrees that in case Annual Empaneled Centre Fees is not paid 30 days after the expiry of the agreement, then Empaneled Centre shall need to seek empanelment again as per terms as may be fixed by TEPL at that time in case Empaneled Centre wishes to continue the engagement.



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ANNEXURE – III

TEPL 's operational support to the Empaneled Centre

1. Listing of Empaneled Centre on TEPL website till the validity of the agreement
2. Placement assistance through its website
3. Train the Trainer through webinar
4. Online Assessment
5. Verifiable digital certificate

ANNEXURE IV

These offerings will not be consistent for all sign-ups

(Will only mention the relevant course/certification from the below list)

1. Tally Basic
2. Tally Advanced
3. Tally Comprehensive
4. Certificate Programme in Financial Accounting
5. Advanced Certificate Programme in Financial Accounting and Taxation
6. Certificate course in Basics of Computers
7. Certificate course in Basics of Accountancy
8. Certificate Course in Business Communication
9. Certificate Course in Basics of English
10. Certificate Course in Personality Development
11. Advanced Certificate Course in Personality Development
12. Certificate Course in Accounts and Taxation
13. Certificate in Sales Management
14. Certificate course in Advanced Computers
15. Executive Certificate Programme in Financial Accounting
16. Executive Advanced Certificate Programme in Financial Accounting and Taxation
17. Certificate Course in Audit and E-Filing
18. Learning Tally.ERP 9 simplified
19. Learn Tally.ERP 9
20. Computerized Accounting Using Tally.ERP 9
21. Tally ACE
22. Tally PRO
23. Tally Guru



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23/11/17

