

### **Annexure -1**

- a. Empaneled centre shall offer the services authorized by Tally Education Private Limited (TEPL) only at the premises mentioned in the application form and not at any other location.
- b. Empaneled Centre undertake marketing activities and create required awareness in the market about Tally and “Tally Certification Programs”.
- c. Empaneled Centre should register the candidate on TEPL portal for the “Tally Certification Program”.
- d. Empaneled Centre shall comply with all local laws and shall also advise TEPL of compliances required.
- e. Empaneled Centre shall avoid deceptive, misleading or unethical practices that are or might be detrimental to TEPL or TEPL’s products or services.
- f. Empaneled Centre shall refrain from making any false or misleading representations with regard to TEPL or TEPL’s products or services.
- g. Empaneled Centre shall refrain from making any representations, warranties or guarantees to customers with respect to the specifications.
- h. 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 issued by TEPL from time to time and /or audit the enrolment and online certification Program, process of conducting exams etc. .
- i. Empaneled Centre shall promptly report to TEPL any information which may have a bearing on the business interest of TEPL or Empaneled Centre.
- j. Empaneled Centre shall secure the establishment and continuance of the infrastructure, staff, systems (as mentioned in Annexure 2) and other necessities and also maintain the agreed levels of inventories of various inputs.
- k. The Empaneled Centre will update the reports on the prescribed formats regularly.

- l. 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 relationship
- m. Empaneled centre consents that TEPL has the absolute right /discretion in adding/deleting or modifying any product offering at any time.

**Tenure:** The tenure for the empanelled centre is 1 year from the date of invoice of empanelment fee. On completion of 1 year, the empanelled centre shall pay the prevalent empanelment fee to continue the engagement.

## **Annexure 2**

### **Mandatory infrastructure requirement for an empanelled centre**

- a. Minimum space -500 sq. ft.
- b. Tally.ERP 9 Multi User license with valid TNS exclusively for training and education purpose to be installed at the centre
- c. Minimum 18 computers (15 for training + 3 for administrative purposes)
- d. Server
- e. Internet Connectivity Separate theory and practical rooms
- f. Power backup
- g. Webcam for assessment

### **Recommended staff requirement**

- a. Centre manager – 1
- b. Placement executive – 1
- c. Faculty – 2
- d. Lab Assistant – 1
- e. Counselor – 1
- f. Business Development executive – 1
- g. Office Boy – 1

**ANNEXURE 3**  
**TERMS AND CONDITIONS**

**TEPL OBLIGATIONS**

- a. TEPL shall provide Empaneled Centre with the certification 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 this T&C) 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 issue authorization certificate to Empaneled Centre upon fulfillment of necessary terms and conditions by Empaneled Centre.
- e. Other related matters with-out prejudice to its legal rights, correction of any deficiencies, and breach of contract and if required, determines this T&C in cases where breach committed by Empaneled Centre, is prejudicial to the interests of TEPL.
- f. 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 T&C in cases where breach committed by Empaneled Centre, is prejudicial to the interests of TEPL.
- g. 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.

### **RIGHTS TO THE USE OF LOGO**

The Empaneled Centre warrants, covenants and undertakes with the TEPL , that during the tenure 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 T&C 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 T&C will exclusively belong to the TEPL .

### **SCOPE OF EMPANELMENT & EXPANSION**

The present T&C 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 T&C.
- c. Empaneled Centre shall use 'Tally Institute of Learning 'logo only in the premises mentioned in

this T&C.

- d. Empaneled Centre shall not advertise his other centers 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.

#### **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 T&C, or in respect of any of the materials supplied to the Empaneled Centre in terms of this T&C.

#### **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; on payment of required Fee as mentioned above. 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 license for another term of one year (the "**Renewal Terms**")

#### **TERMINATION**

Each party shall have the right to terminate this T&C 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 under this T&C, this empanelment shall stand cancelled with immediate effect without any further notice, subject to the discretion of the TEPL. On termination of the arrangement, 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.

#### **COMPLETION OF COURSES:**

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

#### **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) in favour 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.

#### **RELATIONSHIP BETWEEN THE PARTIES**

It is understood that the arrangement between the Parties contemplated by this T&C shall be on an Empaneled Centre basis. None of the provisions of this T&C 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 Arrangement 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.

#### **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 Arrangement.

#### **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.

#### **FORCE MAJEURE**

- a) For the purpose of this Arrangement, 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 T&C because of any failure or delay in complying with its obligations under this T&C, 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

#### **DISPUTE RESOLUTION AND JURISDICTION**

This Arrangement & T&C shall be governed and construed in accordance with the laws in India. Any dispute, controversy or claims arising out of or relating to this T&C 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.