

-47(2)-

5.2 to 7 xxx xxx xxx	5.2 to 7 xxx xxx xxx
8. The medium of instruction shall be Hindi/English. The candidates shall write their answers in Hindi or English. The question papers shall be set both in Hindi and English.	NO CHANGE
9. The minimum number of marks required to pass the examination shall be 40% in each paper and 45% in the aggregate. A candidate who fails in the examination shall be exempted from re-appearing in the paper(s) in which he may have obtained at least 45% marks.	NO CHANGE In case of Diploma in Yoga/Gita The minimum number of marks required to pass the examination shall be 40% in each paper.
10 to 11 xxx xxx xxx	10 to 11 xxx xxx xxx

Further necessary action may please be taken accordingly.

REGISTRAR

Endst.No.ACR-III/404/19/ 20342-20350 Dated : 16/09/2019

Copy of the above is forwarded to the following for information and necessary action :-

1. Dean Academic Affairs
2. Dean, Faculty of Indic Studies
3. Chairperson, Department of Philosophy
4. Director, Directorate of Distance Education, KUK
5. Controller of Examinations (I&II).
6. Deputy Registrar/Asstt. Registrar/Admn. Officer (R-I/II/III/Registration)
7. ACR-II (Academic Section)

Encl. As above.


Assistant Registrar (Academic)
for Registrar

48

Annexure to
Item - 48

KURUKSHETRA UNIVERSITY KURUKSHETRA
(Established by the State Legislature Act XII of 1956)
(‘A⁺’ Grade, NAAC Accredited)

NOTIFICATION

The Vice-Chancellor, under Section 11(5) of the K.U. Act, 1986 in anticipation of the approval of the Academic Council/Executive Council, has approved the following amendments/additions to Clauses 1; 4; 7; 9; 11 & 12.1 of the ordinance— Diploma in (i) French (ii) German (iii) Russian (iv) Sanskrit (v) Jyotisha/ advanced diploma in (i) French (ii) German examination (*annual system*) appearing at pages 258-261 of K.U. Cal. Volume-II, 2014.

EXISTING	AMENDED (w.e.f. Session 2019-20)
1. The duration of the course of instruction for the Diploma in French or German or Russian or Sanskrit or Jyotisha/Advanced Diploma in French or German Examination shall be one year.	1. The duration of the course of instruction for the Diploma in French or German or Russian or Sanskrit or Jyotisha or Yoga & Applied Philosophy /Advanced Diploma in French or German Examination shall be one year.
xxx xxx xxx	xxx xxx xxx
<p>4. A person who has passed the following examination of this University or an examination recognized as equivalent thereto shall be eligible to join the relevant Diploma/Advanced Diploma course :-</p> <p>(A) Diploma in French/German/Russian/Sanskrit/Jyotisha :</p> <p>(a) Certificate Course in French/German/Russian/Sanskrit;</p> <p style="text-align: center;">OR</p> <p>(b) Pre-University or B.A.(Pass) Part-I with French/ German/ Russian/ Sanskrit as compulsory/elective subject.</p> <p>(c) Matriculation/Prajna in case of admission to Diploma in Jyotisha.</p> <p>(B) Advanced Diploma in French/German: Diploma in French/German, as the case may be.</p>	<p style="text-align: center;">NO CHANGE</p> <p>(C) Diploma in Yoga & Applied Philosophy 12th/10+2 with 45% marks</p>
(5) to (6) xxx xxx xxx	(5) to (6) xxx xxx xxx
	<p>7. Criteria for award of Internal Assessment in case of Diploma in Yoga & Applied Philosophy</p> <p>20% marks in each theory/practical paper shall be reserved for Internal Assessment. The following parameters (with weightage of each) forming the basis of award of Internal Assessment shall be</p>

				adopted and inserted in the relevant scheme of examination: - (i) Two Assignments : 50% marks (ii) One Class test : 25% marks (iii) Attendance : 25% marks Marks for Attendance will be given as under : (1) 91% onwards : 5 Marks (2) 81% to 90% : 4 Marks (3) 75% to 80% : 3 Marks (4) 70% to 74% : 2 Marks* (5) 65% to 69% : 1 Mark* *For students engaged in co-curricular activities of the Departments/colleges only/authenticated medical grounds duly approved by the concerned Chairperson/ Principal.		
7.1	xxx	xxx	xxx	xxx	xxx	xxx
9. The Viva-Voce Examination as prescribed in the Scheme of the Examination shall be conducted by an External Examiner.				9. The Viva-Voce Examination as prescribed in the Scheme of the Examination shall be conducted by an External Examiner. <u>In case of Diploma in Yoga & Applied Philosophy, Practical & Evaluation of Practical Book and Viva-Voce shall be conducted by an existing Professor of the Dept./Retd. Professor/ External Examiner (with specialization of Indian Philosophy/Yoga).</u>		
xxx	xxx	xxx	xxx	xxx	xxx	xxx
11. The medium of instruction and examination shall be as under: <u>Medium</u> In case of Diploma course in English French/ German/Russian In case of Advanced Diploma Language in French and German concerned In case of Diploma course Hindi in Sanskrit/Jyotisha.				NO CHANGE For Diploma in Yoga & : English & Hindi Applied Philosophy		
12.1 The minimum number of marks required to pass the examination in each Part/Semester shall be as under: (i) 40% in each theory paper; (ii) 40% in each practical examination or Dissertation or Project Report or Training Report or Viva-Voce examination, where prescribed;				NO CHANGE		

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(iii) 40% in the aggregate of Sessionals, where prescribed and examination for each theory and Practical subject.			NO CHANGE		
XXX	XXX	XXX	XXX	XXX	XXX

Endst. No. ACR-III/60 (i)//19/12350-12363 dated: 22/07/19

Copy of the above is forwarded to the following for information and necessary action: -

1. Dean Academic Affairs.
2. Dean, Faculty of Indic Studies.
3. Chairperson, Department of Philosophy.
4. Director, IT Cell with the request to upload the same on University Website.
7. Controller of Examinations (I&II).
8. Deputy Registrar/Asstt. Registrar/Admn. Officer (R-I/II/III/Registration/Secrecy).
9. ACR-II (Academic Section).

Encls: As above.


Assistant Registrar (Academic)
for Registrar 22/7/19
✓

52(1)

Annex-Exo

Item 52

KURUKSHETRA UNIVERSITY KURUKSHETRA
(Established by the State Legislature Act XII of 1956
(*A*+ Grade NAAC Accredited)

Minutes of meeting of the Committee consisting of the following constituted by the Vice-Chancellor held on 15.07.2019 at 12.00 p.m. (Monday) in the Office of Dean Academic Affairs to review the norms for submission of Dissertation/ Project Report/ Mini Project Report/ Training Report/Term Paper Report/ Field Training Report/Research work etc. :-

Members present:-

- 1 Dean Academic affairs, KUK (..... in the Chair)
- 2 Dean (Research & Development), KUK
- 3 Professor Incharge (Examinations), KUK
- 4 Controller of Examinations-I, KUK

The Committee has gone through the existing norms for submission of Dissertation/ Project Report/ Mini Project Report/ Training Report/Term Paper Report/ Field Training Report/Research work etc. After detailed discussion on the issue, the Committee proposed the revised norms as under:-

EXISTING	PROPOSED
In case of late submission of Dissertation/Project Work/Term Paper/Training Report/Field Trip Report etc. beyond the prescribed dates as laid down in the concerned ordinances of M.Phil. /MBA/ MTM/ MCA/ MA/ M.Sc./ M.Ed./ all PG Diplomas and BA/B.Sc./B.Com. examinations, the same may be accepted on payment of the following penalty:-	In case of late submission of Dissertation/ Project Report/ Mini Project Report/ Training Report/Term Paper Report/ Field Training Report/Research work etc. beyond the prescribed dates as laid down in the concerned Ordinances of all UG/PG (Vocational/ Professional) Degree/ Diploma/ Integrated Courses i.e. BA/ B.Sc. / B.Com/ BBA/ B.Voc./ MA/ M.Ed./ M.P.Ed./ MCA/ MBA/ MTM/ M.Tech./ M.Sc.Tech/ LLM/ M.Phil etc. examinations, the Dissertation/ Project Report/Mini Project Report/Training Report/ Term Paper/ Field Training Report/Research work etc. may be accepted on payment of the following Penalty by the concerned student:-
1. Within normal period No penalty	Sr. No. Period Rate of Penalty to be charged (Rs.)
2. After expiry of normal period	01 Within Normal Period of course Nil
(i) upto six months Rs. 500/-	02 Within one year after expiry of the normal period 1000
(ii) After the expiry of 6 months & upto one year Rs. 1000/-	03 Within next one year (2 nd year) of normal period 3000
(iii) Beyond one year upto total period allowed to pass the relevant course Rs.2000/- per year	04 Within next one year (3 rd year) of normal period 6000
(iv) Beyond maximum period for Passing the course and upto next two years Rs.3000/-per year	05 Within next one year (4 th year) of normal period 10000
(II) The students, who have passed their examinations till July, 2013 may submit the dissertation latest by 31.12.2016 on payment/ penalty as mentioned at latest at (iv) above.	06 Within next one year (5 th year) of normal period 15000
Note- Extension upto six years in late submission of Dissertation/Project Report/Mini Project Report/Training Report/Term Paper Report/Field Training Report/Research Work etc. will be granted by the Controller of Examinations as the Vice-Chancellor in terms of Statute 36(2) of the University Act & Statute, 1986 has delegated power for extension for submission of dissertation/project report with penalty upto the period of 6 years as per recommendation of concerned Chairpersons/staff concerned vide letter No.VC/15/390 dated 05.09.2015.	07 Within next one year (6 th year) of normal period 21000
	08 Within next one year (7 th year) of normal period 28000
	09 Within next one year (8 th year) of normal period 36000
	10 Within next one year (9 th year) of normal period 45000
	11 Within next one year (10 th year) of normal period 55000

No further extension will be granted and the result will be declared treating the candidate as Absent, provided that the Vice-Chancellor may allow further extension with further penalty as he may deem fit in a hard and deserving case to his satisfaction. A candidate, who submits his/her dissertation/project Report etc. during the extended period with penalty as above, will not be entitled to the University Medal.

Provided that if a candidate fails to submit the dissertation even during the extended period, he will be considered to have absented in the dissertation paper and his result shall be declared accordingly.

Extension Upto 10 year in late submission of Dissertation/ Project Report/ Mini Project Report/ Training Report/Term Paper Report/ Field Training Report/Research work etc. shall be considered by the Vice Chancellor only in hard and deserving cases on the recommendation of the concerned Chairperson/Director.

Thereafter, in the cases involving period of more than 10 years, the extension will be granted with a penalty of Rs.1.00.000/- (One lac only) on the recommendations of Standing Committee consisting of the following:

1. Dean, Academic Affairs.
2. Dean (Research & Development)
3. Dean of Concerned Faculty
4. Chairperson/Director of concerned Department/Institute
5. Controller of Examinations-I.


The candidate, who submits his/her Dissertation /Project Report/Mini Project Report/Training Report/Term Paper Report/ Field Training Report/Research work etc. during the extended period with penalty as above, will not be entitled to the University Medal.

Provided that if a candidate fails to submit the Dissertation /Project Report/Mini Project Report/Training Report/Term Paper Report/ Field Training Report/Research work etc. even during the normal period, he/she will be considered as absent in the Dissertation/ Project Report/ Mini Project Report/Training Report/Term Paper Report/ Field Training Report/Research work etc. and his/her result shall be declared accordingly.


Dean Academic affairs


Professor Incharge (Examinations)


Dean (Research & Development)


Controller of Examinations-I

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

University Institute of Engineering and
Technology, Kurukshetra University,
Kurukshetra (Haryana)

&

CENTRE FOR DEVELOPMENT OF ADVANCED
COMPUTING(C-DAC), A-34, Industrial Area,
Phase-VIII, Mohali (Punjab)

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the Friday of December Two Thousand Nineteen (13-12-2019), at UIET, Kurukshetra University, Kurukshetra.

BETWEEN

University Institute of Engineering and Technology, Kurukshetra University, Kurukshetra (Haryana), the First Party represented herein by its **Director** (hereinafter referred to as '**First Party**', the institution^{or} which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Centre for Development of Advanced Computing(C-DAC), Plot No. A-34, Industrial Area, Phase-VIII, Mohali-160071(Punjab), having its registered office at Pune (Maharashtra), the second party and represented herein by its **Executive Director**, (hereinafter referred to as "**Second Party**", a Scientific Society of Ministry of Electronics and Information Technology, Government of India, of which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - **University Institute of Engineering and Technology, Kurukshetra University, Kurukshetra (Haryana)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.




- C) The Parties intend to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Centre for Development of Advanced Computing(C-DAC) Mohali**, the Second Party, a Scientific Society of Ministry of Electronics and Information Technology, Government of India, is engaged in Skill Development Training, Education and R&D Services in the fields of Information Technology and Electronics and related fields. The second party is engaged in design and development of world class Electronic and IT solutions for economic and human advancement. It caters to the training, consultancy, design and product development needs of Electronics and Information Technology industry and its allied sectors. In the Education and training domain, it offers M.E. Programmes in VLSI Design, Electronic Product Design and Technology (EPDT), Embedded Systems and IT (Part-Time). The major thrust areas of the Centre include training and R&D in;
- Multilingual and Heritage Computing,
 - Software Technologies including e-governance solutions, e-learning technologies, open source software, etc.
 - Professional Electronics covering electronic devices and embedded systems, etc.
 - Information and Cyber Security including intrusion detection and prevention, malware analysis, cyber forensics, network security, etc.
 - Health Informatics including medical electronics, hospital information systems, electronic medical records, telemedicine, ubiquitous computing, etc.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives and they shall




establish channels of communication and co-operation that will promote and advance their respective operations within the Institutions and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

- 1.2 First Party and Second Party's co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof. The MOU may be done for 5 years duration.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably suggest on

customizing the curriculum so that the students fit into the industrial scenario meaningfully.

- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party is to permit the Faculty and Students of the First Party to visit its Centre and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party. The Second Party shall offer a discount of 20% on the fee remitted by each student of its Summer training and Industrial training courses to the students enrolled with First Party and other Engineering / Technical departments of Kurukshetra University, for a batch of minimum 20 students.
- 2.4 **Internship and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Computer Science, Information Technology, Electronics and related technological field.**
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready. The Second Party shall offer a discount of 20% on the fee remitted by each student of its Certificate and Diploma courses to the students enrolled with First Party, for a batch of minimum 20 students. Second party may also organize / conduct short term certificate / diploma courses at KUK campus on the mutual agreed subjects / topics, timing and financial terms decided as and when applicable.




- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sectors, if available.
- 2.9 **Products/Solutions/Services:** Second Party has designed & developed various software solutions for institutions of higher education namely **eAkadmik-An integrated Academic ERP solution, eMulazim-Employee Management System, Cyber Security Technology solutions based on Honey pot technology**, etc. The Second Party is also engaged in design and development of customized software solutions for web and mobile platform using latest technologies such as Artificial Intelligence, BigData, & IoT. The First Party agrees to evaluate and implement the products/solutions of the Second Party as per the requirement and Second Party agrees to implement the products/solutions on mutually agreed techno-financial terms.
- 2.10 **Entrepreneurship Development/Innovation/Hackathon:** The Second Party is actively involved in organizing Entrepreneurship Awareness Camps and Technology Based Entrepreneurship Development Programmes to make faculty and students aware of the various facets of Entrepreneurship. The Parties agrees to jointly organize Entrepreneurship Development Programmes, Start-Up Events, Innovation Competition, Idea Competition, Hackathon, etc. in order to inculcate a culture of product innovation, design thinking and a mindset of problem solving amongst students enrolled with the first party.
- 2.11 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein



- 2.12 There is no direct financial obligation on either party unless specifically agreed to. The financial requirement of second party to take up any program mentioned in MoU would be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This MOU will be valid initially for a duration of five years, which would be revised further for another term of five years based on mutual consent, until it is expressly terminated by either Party on mutually agreed terms, during which period **Centre for Development of Advanced Computing(C-DAC)**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Centre for Development of Advanced Computing(C-DAC)**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU by giving 30 calendar days' notice in writing. In the event of Termination, both the parties have to discharge their obligations.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party.



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Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the first Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Kurukshetra.

AGREED:

For University Institute of Engineering
& Technology (Kurukshetra University)
Kurukshetra

Authorized Signatory
Prof.(Dr.) C.C. Tripathi
Director

Director (UIET)

Kurukshetra University

University Institute of Engineering
and Technology

Kurukshetra University,
Kurukshetra(Haryana) - 136119

Contact Details"01744-239155

E-mails:director.uiet@kuk.ac.in

Web:www.uietkuk.org

For Centre for Development of
Advanced Computing(C-DAC),Mohali

Authorized Signatory
Dr. P.K. Khosla
Executive Director

Centre for Development of Advanced Computing
A-34, Industrial Area, Phase-VIII, Mohali-160071

Centre for Development of Advanced
Computing(C-DAC)

Plot No. A-34, Industrial Area, Phase-VIII,
Mohali-160071(Punjab),

Contact Details: 0172-2237072,
0172-2237050(Fax)

E-mails: director.mohali@cdac.in

Web:www.cdac.in

Witness1:

Witness3:

Date:

Witness2:

Witness4:

Annexure-I (1 to 5 pages)

55(1)

to Item 55



उत्तर प्रदेश UTTAR PRADESH

FG 261147

Annexure-I
(1 to 5 pages)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 6th day of Dec., 2019,

BETWEEN

Indian Institute of Technology Kanpur, a research and educational institution of national importance, established under the Institute of Technology Act, 1961, enacted by the Parliament of the Republic of India, registered under the Societies Registration Act 1860, having its registered office at P.O. IIT Kanpur, Kalyanpur, Kanpur- 208016, (Uttar Pradesh), the First party and represented herein by its Dean of Research and Development (hereinafter referred to as "First Party", a research and educational institution of national importance, of which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

University Institute of Engineering and Technology, Kurukshetra University, Kurukshetra (Haryana), the Second Party represented herein by its Director (hereinafter referred as 'Second Party', a premier educational institution of India, of which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

First Party and Second Party are hereinafter jointly referred to as the 'Parties' and individually as 'Party')

[Handwritten signature]



Director (UIET)
Kurukshetra University
KURUKSHETRA-136119

WHEREAS:

- A) Indian Institute of Technology, Kanpur has established an **Electronics & ICT Academy** at IITK (hereinafter referred to as "EICT") that has been mandated to provide industry focused and industry driven hands-on courses in electronics & ICT. It strives to narrow the gap between the academic approach to electronics & ICT domains as currently provided by the educational institutions and the practical oriented approach as demanded by the industry. It is working towards enhancing the domain expertise of interested faculties and through a continuous engagement model with courses upgraded regularly.
- B) EICT has built an online platform to enable 24*7 learning and delivery by the best in the domain. This platform has various programs in the area of electronics and IT delivered online mode. This online platform has multiple career centric programs both to enhance the technical competence of faculties at the same time provide value added training for students.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) Second Party & First Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both the Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within them and their related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to the Second Party in developing suitable teaching / training systems, keeping in mind the needs of the industry.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the Parties could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both the Parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** The First Party will give valuable inputs to the Second Party in teaching / training methodology and suitably suggest on customizing the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Training & Visits:** Training and visits shall give an insight into the latest developments / requirements of the industries; the First Party will permit the Faculty and Students of the Second Party to visit its Centre and also involve in Training Programs for the Second Party. The training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The First Party may provide its Labs / Workshops / Sites for the hands-on training of the learners enrolled with the Second Party as per its rules. The First Party shall offer a discount of 25% on the fee of its training courses to the students enrolled with Second Party, for a batch of minimum 30 students.
- 2.4 **Internships and Placement of Students:** The First Party may endeavor to help in the Internship and placement of those students of the Second Party, who have actively trained under the terms of this MOU and have successfully met the qualification criteria as set by the First Party.
- 2.5 **Research and Development:** Both the Parties shall endeavor to carry out the joint research activities in the fields of **Computer Science, Information Technology, Electronics and related technological fields.**
- 2.6 **Skill Development Programs:** The First Party will train the students of Second Party on the emerging technologies in order to bridge the skill gap and make them industry ready. The First Party shall offer a discount of 25% on the fee of its certificate courses to the students enrolled with Second Party, for a batch of minimum 30 students.
- 2.7 **Guest Lectures:** The First Party will extend the necessary support to deliver guest lectures to the students of the Second Party on the technology trends and in-house requirements.
- 2.8 **Faculty Development Programs:** The First Party will train the Faculties of Second Party for imparting educational / research exposure or training as per the requirement.
- 2.9 **Products/Solutions/Services:** The First Party has designed & developed- a software product for institutions of higher education namely **Prutor - An intelligent learning management system.** The First Party is also engaged in design and development of customized educational solutions for using latest technologies based on it. The Second Party agrees to evaluate and implement the products/solutions of the First Party as per the requirement and the First Party agrees to implement the products/solution on mutually agreed techno-financial terms.
- 2.10 **Entrepreneurship Development/Innovation/Hackathon:** The First Party is involved in organizing Entrepreneurship Awareness Camps and Technology Based Entrepreneurship Development Programmes to make faculty and students aware of the various facets of entrepreneurship. The Parties agrees to jointly organize Entrepreneurship Development Programmes, Start-Up Events, Innovation Competition, Idea Competition, Hackathon etc. in order to inculcate a culture of product innovation, design thinking and a mindset of problem solving amongst students enrolled with the Second Party.



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Director (UIET)
Kurukshetra

- 2.11 Both Parties will obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified in the Definitive Documents.
- 2.12 There is no direct financial obligation on either Party unless specifically agreed to. The financial requirement of First Party to take up any program mentioned above would be dealt separately in the Definitive Documents.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid with an initial duration of five years, which may be renewed further for another term of five years based on mutual consent in writing.
- 4.2 Both the Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both the Parties have to discharge their obligations until their termination.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that the **First Party and the Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

CLAUSE 6 GOVERNING LAWS AND DISPUTE RESOLUTION

- 6.1 Any divergence or difference derived from the interpretation or application of this MOU shall be resolved by arbitration between the Parties as per the Arbitration Act, 1996 (as amended from time to time). The place of the arbitration shall be at the registered address of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **New Delhi**.

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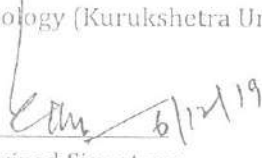


[Handwritten signature]
 Director (HEF)

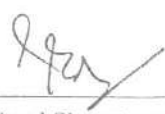
55(5)

AGREED:

For University Institute of Engineering
Technology (Kurukshetra University)


Authorized Signatory
Prof. (Dr.) C.C. Tripathi
Director

For Indian Institute of Technology Kanpur

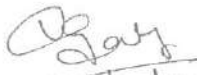

Authorized Signatory
Prof. S. Ganesh
Dean of Research and Development

अधिष्ठाता
DEAN
अनुसंधान एवं विकास
Research & Development
आई० आई० टी० कानपुर
I. I. T. KANPUR

University Institute of Engineering and Technology	Indian Institute of Technology Kanpur
Kurukshetra University, Kurukshetra (Haryana) - 136119	Kalyanpur, Kanpur 208016
Contact Details: 01744-239155	Contact details: Dr. B.V. Phani
E-mails: director.uiet@kyk.ac.in	E-mails: ict@iitk.ac.in
Web: www.uietkuk.org	Web: www.iitk.ac.in


Witness 1:

Date:


6/12/19
Vijay K. Chaudhary
Asst. Prof., UIET, Kurukshetra

Witness 2:

Date:





KURUKSHETRA UNIVERSITY, KURUKSHETRA

(Established by the State Legislature Act XII of 1956)
(A+ Grade, NAAC Accredited)

CENTRE FOR DR. B.R. AMBEDKAR STUDIES

No BRAC/19/61.02.
Dated: 15.10.2019

Subject: - Fee structure for Tally courses for the academic year 2019-20.

Centre for Dr. B.R. Ambedkar Studies, KUK has introduced Tally Courses in the current academic year (2019-20) in collaboration with M/s Global Academy of Education, Kurukshetra (local partner of Tally education Pvt. Ltd.). In this regard MOU was signed between Centre for Dr. B.R. Ambedkar Studies and M/s Global Academy of Education on 03/10/2019 (copy attached). These courses will be run by the centre on Self Finance Basis (SFS).

As per the agreement following is fee structure for Tally Courses:

Name of the Course	Duration	Firm's share	Fee
Tally Ace	40 Hrs	2761/- (2340/-+GST)	Rs. 7200/-
Tally Pro	90Hrs	3717/- (3150/- +GST)	Rs. 9000/-
GST Using Tally	60Hrs	2761/- (2340/- +GST)	Rs. 7200/-
Tuition charges per student per month to be paid by the University to the firm.			Rs. 973/- (Rs. 825+GST)

However, the firm shall provide a concession of 10% to each University student belonging to the scheduled caste category on each Tally Course fee from its share. The University student belonging to the scheduled caste category shall pay Courses fee as per the following schedule:

Name of the course	Fee	
	Term 1	Term 2
Tally Ace	Rs. 1500/- before starting the class	Rest within 30 Days
Tally Pro	Rs. 2000/- before starting the class	Rest within 30 Days
GST Using Tally	Rs. 1500/- before starting the class	Rest within 30 Days

Finance Officer is requested to get the approval of the competent authority for the fee structure of Tally courses for the year 2019-20.

Director

Finance Officer

Ambedkar

Sandup 16/10/19

54/2

16/10/19

ACCOUNTS BRANCH
K.U. KURUKSHETRA
5759
5760

Diary No.

Annexure to item 56

56(1)



KURUKSHETRA UNIVERSITY, KURUKSHETRA

(Established by the State Legislature Act XII of 1956)

('A+' Grade, NAAC Accredited)

From Pre-page:-

The note of Director, Centre for Dr. B.R. Ambedkar Studies, KUK at NP-1 ante may kindly be perused.

In view of above, the request of Director at NP-8 ante marked at 'x' may be placed before the Vice-chancellor for kind consideration & orders, please.

Priya
24/10/19

SA/II

Anil K. Rani
25.10.19

A.R. Chaudhary

Sandip 25/10/19

R.O.

Kindly discuss.

H/S
30/10/19

AR/AC

Discussed & resubmitted

Sandip 7/11/19

F.P.

The proposal of the Director, CABRAS and above submissions may kindly be perused. In this regard, it is further stated that this course should be popularised in proper way amongst University students
next page

ACCOUNTS TO BE PAID WITHIN
K.U. KURUKSHETRA
25 OCT 2019
5760
Diary No.



From Re. Page 5

9288/F
31-12-19

7350
30/12/19

8624/L
31-12-19

Informing about the differences between the previous course provisions and the new one with its validity across the India. Best efforts should also be made by the local partner of Tally Edu. Pvt. Ltd to make this course arrangement as Successful venture.

The Vice Chancellor may kindly consider to approve the fee structure as proposed at N.P.-4.

Submitted for consideration /pl.

H.S. Baanger
30/12/19

Registrar

Wams
31/12/19

V.C.

W.S.
31/12/19

Registrar

Wams
01/01/20

F.O.

W.S.
03/01/20

Antut

Sandup 6/1/20

SA-2

Centre for
Dr. B.K. Ambastar Studies

2/1/20

03/1/20



57600
effort/2020

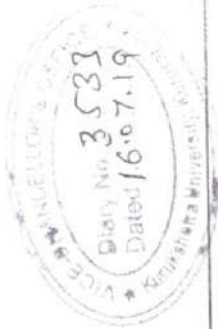


KURUKSHETRA UNIVERSITY, KURUKSHETRA

(Established by the State Legislature Act XII of 1956)
(‘A+’ Grade, NAAC Accredited)

Acad Bar
3440
19-7-19

BR/SC/19/5958
Dated: 16-7-19



Registrar
Dy. No. 4404-
Dated: 18-7-19

Subject: Introduction of Tally courses in Centre for Dr. B.R. Ambedkar Studies.

It is submitted that the Centre is providing training in Tally and web designing since 2013-14 and upto now 475 students have got training from the Centre. The Institute also provides certificates to the students, enclosed at flag ‘A’ & ‘B’. It is further mentioned that these courses are being managed at the level of the Centre without any concurrence/ involvement of the Tally Company. There is one instructor in the Centre who provide instructions to the students and collect monthly charges directly from the students. There is no financial liability on the University except to provide infrastructure for the attending students.

In this regard, it is pointed out that if the Centre introduces & conducts the Tally course with due concurrence and involvement of the Tally Company then the enrolment of the students will increase and the value of the Tally course will also increase in the open market, thereby will also improve the employability of the students. The course contents and evaluation procedure will be adopted as per set norms of the Tally Company. The instructor will be hired from the open market and expenses on account of it will also be met out from the course fee.

Hence, if agreed, the Vice-Chancellor may kindly consider to allow the undersigned to take up the matter with the Tally Education Pvt. Ltd., Bangalore to know about the formalities/ procedure to start the above said course classes.

[Signature]
16/7/19
Director

Vice-Chancellor *[Signature]*
17/7/19

Registrar *[Signature]*
18/7/19

AR (Acad.)
Subd. Syllabus
Acg-II

[Signature]
18/7/19

Tally programmes
comes under the
Dept. of Commerce, etc.
SS.
22-3



56(5)

5

KURUKSHETRA UNIVERSITY, KURUKSHETRA
(Established by the State Legislature Act XII of 1956)
(A+ Grade, NAAC Accredited)

CENTRE FOR DR. B.R. AMBEDKAR STUDIES

No BRAC/19/6058
Dated : 30/9/19.....

Reference orders dated 25.9.2019 of the Vice -Chancellor, at NP-6 ante.

The Vice-Chancellor has been pleased to approve the introduction of Tally courses of Tally Education Pvt. Ltd in the Centre for Dr. B.R. Ambedkar Studies. In this regard M/S Global Academy of Education, Kurukshetra (Local partner of Tally Education Pvt. Ltd.) has accepted vide letter no. GAE/19/1004, dated 27/09/2019 (Flag-E) our offer (terms and condition) vide letter no BRASC/19/6056 (Flag-F) in Toto. Further the Firm has submitted 4 sets of Memorandum of Understanding (MOU) duly signed by him & witnesses to complete all the formalities of introduction of the Tally courses.

Accordingly the Registrar is requested to sign the MOU and allow us to take further action.


30/9/19
Director

Registrar


9/10/19

Director, CD & BRAS

LM



- 11 -

56(6)

6

KURUKSHETRA UNIVERSITY, KURUKSHETRA
(Established by the State Legislature Act XII of 1956)
(A+ Grade, NAAC Accredited)

CENTRE FOR DR. B.R. AMBEDKAR STUDIES

No.: BRASC/20/6243
Dated: 10.1.2020

OFFICE
310/F
10-1-2020

Subject: Regarding approval of Draft Item for Academic Council to introduce Tally Courses

It is submitted that Centre for Dr. B.R. Ambedkar Studies, Kurukshetra University, Kurukshetra has got approval from Vice-Chancellor (NP-1-10) for starting the Tally courses (Tally Ace, Tally Pro, and GST using Tally) from the academic session i.e. 2019-2020 in collaboration with M/s Global Academy of Education, Kurukshetra (local partner of Tally Education Pvt. Ltd.). You are requested to approve Tally courses under section 11(5) of K.U. Act, 1986 and also the Draft Item for Academic Council.

Submitted for your kind consideration and approval, please.


10/1/2020
Director

Vice-Chancellor


10.1.2020

Director



KURUKSHETRA UNIVERSITY
(Established by the State Education Act XII of 1956)
(A Grade 'A' Accredited)

MINUTES

Minutes of the Meeting of the Committee constituted by the Vice-Chancellor vide orders dated 13.08.2019, consisting of the following members was held on 22.08.2019 at 03.30 P.M. in the office of the Dean Academic Affairs, KUK to discuss the proposal of Tally courses submitted by Mr. Ravi Kant, Global Academy of Education, Kurukshetra (Local partner of Tally):

1. Dean, Academic Affairs
2. Dean, Faculty of Commerce & Management
3. Director, CDBRAS
4. Finance Officer
5. Assistant Registrar, Academic Branch

At the instance, the Committee perused the case file and also noted the details of certificate courses which were being run in the CDBRAS. The Committee further perused the recommendations of Mr. Vijay Kumar, Assistant Regional Manager, Tally Education Pvt. Ltd. and proposal dated 07.08.2019 of Mr. Ravi Kant, Global Academy of Education, Kurukshetra (Local partner of Tally Education Pvt. Ltd.) submitted in accordance with the letter no. BRASC/19/5964, dated 05.08.2019 of the Director, CDBRAS.

After detailed deliberations on all aspects of the proposal, the Committee recommends to introduced Tally courses in the CDBRAS on the terms & conditions mentioned in the said proposal. The Director, CDBRAS shall manage all kind of expenditures of the said courses out of the revenue to be generated through them. No permanent faculty shall be engaged for teaching and non-teaching activities.

**Dean
Academic Affairs**

**Dean
Faculty of Comm. & Mgmt.**

**Director
CDBRAS**

Finance Officer

**Asstt. Registrar
Academic Branch**



KURUKSHETRA UNIVERSITY

(Established by the State Legislature Act XII of 1956)
(A⁺ Grade, NAAC Accredited)

MINUTES

Minutes of the Meeting of the Committee constituted by the Vice-Chancellor vide orders dated 13.08.2019, consisting of the following members was held on 06.09.2019 at 11.00 A.M. in the office of the Finance Officer, KUK for finalizing the formalities of engagement of staff etc. with M/s Global Academy of Education, Kurukshetra (Local partner of Tally):

1. Director, CDBRAS
2. Finance Officer
3. Deputy Registrar, Establishment Branch
4. Assistant Registrar, Academic Branch

At the instance, the Committee perused the case file and recommendations of the Committee made in meeting dated 22.08.2019. Accordingly, the Committee discussed and negotiated with the authorized representative of M/s Global Academy of Education, Kurukshetra. Finally, he agreed to charge Rs. 973/- (Rs. 825 + GST) per student per month for the Tally courses in CDBRAS. He also agreed to provide a concession of 10% to each university student belonging to the Scheduled Caste Category on each tally programme fee. However, no concession shall be given on tuition fee. Further, he also admitted to perform and own the following role & responsibilities:

- a. The firm shall execute a Memorandum of Understanding and provide services to the University, not violate, breach and contravene any conditions of any Memorandum of Understanding entered with any third party(ies).
- b. The firm shall comply with and obtained necessary permissions/licenses/ authorizations under the Central, State and Local authorities

and obtained all required permissions/licenses for carrying out its obligations under this memorandum of understanding.

- c. The firm shall ensure appropriate Tally Certifications of the students enrolled through the University.
- d. The firm shall provide training to university students on Licensed Tally.ERP9 Software.
- e. The firm shall provide the trained Tally faculty to Centre for Dr. B.R. Ambedkar Studies and shall complete the training of the university students as per prescribed fee structure. A minimum number of 30 students shall be required to start a tally programme in Centre for Dr. B.R. Ambedkar Studies.
- f. The firm shall share the details of university students with Tally Education Pvt. Ltd., after receiving the same from the University.
- g. The firm shall provide physical copy of certificates without any additional cost to the university students.
- h. The firm shall pay salary to its faculty and it shall only charge lump sum tuition charges of Rs. 825/- + GST per student/month.
- i. The firm shall do all kind of promotional/advertisement activities for the prescribed courses, outside the University campus, if required.
- j. The firm shall provide Multi User Tally.ERP9 License (free of cost) and digital study material (with cost) to the university students.
- k. The firm shall charge the programme fee and tuition charges per student as per the following details:

Sr. No.	Particulars	Durations	Programme fee
1	Tally.ERP9 Rental MUL	NA	Complimentary
2	Certification and Study Material per student Tally Ace	40 Hours	2761/- (2340/- + GST)

[Handwritten signatures and initials]

Sr. No.	Particulars	Durations	Programme fee
3	Certification and Study Material per student Tally Pro	90 Hours	3717/- (3150/-+GST)
4	Certification and Study Material per student Tally GST	60 Hours	2761/- (2340/-+GST)

These above mentioned programme fee schedule shall be subject to revision by Tally Education Pvt. Ltd., from time to time.

- l. The firm shall charge tuition charges per student per month @ Rs. 973/- (Rs. 825/- + GST).
- m. The firm shall provide a concession of 10% to each university student belonging to the Scheduled Caste Category on each tally programme fee. However, no concession shall be given on tuition fee. The university students belonging to the Scheduled Castes Category shall be able to pay programme fee as per the following schedule:

Certification	Term1	Term2
Tally Ace	Rs. 1500/- before starting the class	Rest within 30 Days
Tally Pro	Rs. 2000/- before starting the class	Rest within 30 days
Tally GST	Rs. 1500/- before starting the class	Rest within 30 Days

However, the firm shall charge the programme fee and tuition fee from rest of the university students (other than university students belonging to the Scheduled Caste Category) 100% payment in advance.

- n. The firm shall be responsible for conduct of its tutors deployed by it in the Centre for Dr. B.R. Ambedkar Studies and their behavior and conduct shall be subject to rules & regulations of the university.

[Signature]

Usuals *[Signature]* *[Signature]*


- o. The firm alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/or claim whatsoever against the University. University shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Firm for any purpose whatsoever nor would University be liable for any claim(s) whatsoever, of any such person(s).



**Director
CDBRAS**



Finance Officer



**Deputy Registrar
Establishment Branch**



**Assistant Registrar
Academic Branch**

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100

Rs. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

U 484443

3 OCT 2019
61/10/19
1107
OFFICE OF THE
ATTORNEY GENERAL
STATE OF INDIANA
JUL 11 2019

Whereas the firm is engaged in the business of providing educational services and is an authorized education partner of Tally Education Pvt. Ltd., and Tally Sales & Solutions Partner of Tally Solutions Pvt. Ltd. The firm is associated with Tally Solutions Pvt. Ltd. since 2007. The firm provides the training on all available courses of Tally Education Pvt. Ltd. like Tally ACE, Tally PRO, Tally Guru, GST using Tally ERP9 and also some other program courses like MS Office, MS Excel, Web Designing and Various Computer Languages.

And whereas the firm has expressed its keen desire to provide the said educational services to the University under this memorandum of understanding;

And whereas on the aforesaid representation made by the Firm as well as Tally Education Pvt. Ltd. to the University, the parties hereby enter into this memorandum of understanding on the terms and conditions appearing hereinafter.

Now, therefore, this memorandum of understanding witnessed and it is agreed by and between the parties as under:

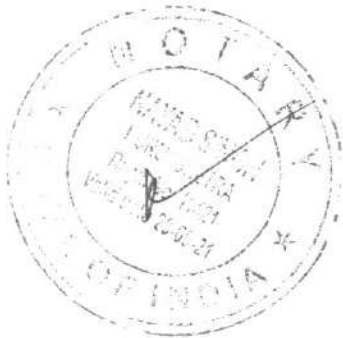
1. Role & Responsibilities of M/s Global Academy of Education:

- a. That the Firm hereby confirms that it has full capacity, power and authority to enter into this memorandum of understanding and during the continuance of this memorandum of understanding, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this memorandum of understanding.
- b. That the firm has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures,



infrastructure and capability to perform its obligations in accordance with the terms of this memorandum of understanding and to the satisfaction of the University.

- c. That the firm shall on the execution of this memorandum of understanding and providing services to the University, not violate, breach and contravene any conditions of any memorandum of understanding entered with any third party(ies).
- d. That the firm has complied with and obtained necessary permissions/licenses/ authorizations under the Central, State and Local authorities and obtained all required permissions/licenses for carrying out its obligations under this memorandum of understanding.
- e. That the firm shall ensure appropriate Tally Certifications of the students enrolled through the University.
- f. That the firm shall provide training to university students on Licensed Tally.ERP9 Software.
- g. That the firm shall provide the trained Tally faculty to Centre for Dr. B.R. Ambedkar Studies and shall complete the training of the university students as per prescribed fee structure. A minimum number of 30 students shall be required to start a tally programme in Centre for Dr. B.R. Ambedkar Studies.
- h. That the firm shall share the details of university students with Tally Education Pvt. Ltd., after receiving the same from the University.
- i. That the firm shall provide physical copy of certificates without any additional cost to the university students.
- j. That the firm shall pay salary to its faculty and it shall only charge lump sum tuition charges of Rs. 825/- + GST per student/month.



- k. That the firm shall do all kind of promotional/advertisement activities for the prescribed courses, outside the University campus, if required.
- l. That the firm shall provide Multi User Tally.ERP9 License (free of cost) and digital study material (with cost) to the university students.
- m. That the firm shall charge the programme fee and tuition charges per student as per the following details:

Sr. No.	Particulars	Durations	Programme fee
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2	Certification and Study Material per student Tally Ace	40 Hours	2761/- (2340/- + GST)
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4	Certification and Study Material per student Tally GST	60 Hours	2761/- (2340/-+GST)

These above mentioned programme fee schedule shall be subject to revision by Tally Education Pvt. Ltd., from time to time.

- n. That the firm shall charge tuition charges per student per month @ Rs. 973/- (Rs. 825/- + GST).
- o. That the firm shall provide a concession of 10% to each university student belonging to the Scheduled Caste Category on each tally programme fee. However, no concession shall be given on tuition fee. The university students belonging to the Scheduled Castes



Category shall be able to pay programme fee as per the following schedule:

Certification	Term1	Term2
Tally Ace	Rs. 1500/- before starting the class	Rest within 30 Days
Tally Pro	Rs. 2000/- before starting the class	Rest within 30 days
Tally GST	Rs. 1500/- before starting the class	Rest within 30 Days

However, the firm shall charge the programme fee and tuition fee from rest of the university students (other than university students belonging to the Scheduled Caste Category) 100% payment in advance.

- p. That the firm shall be responsible for conduct of its tutors deployed by it in the Centre for Dr. B.R. Ambedkar Studies and their behavior and conduct shall be subject to rules & regulations of the university.
- q. That the firm alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/or claim whatsoever against the University. University shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Firm for any purpose whatsoever nor would University be liable for any claim(s) whatsoever, of any such person(s).

Role & Responsibilities of Tally Education Pvt. Ltd.:

- a. That Tally Education Pvt. Ltd. shall provide assessments links to the university students for Certification to be conducted by Global Academy of Education under proctored environment and those who pass shall be given a digital certificate with a certificate number, the authenticity of which shall be verified at any time on



official website "www.tallyeducation.com" of Tally Education Pvt. Ltd.

- b. Tally Education Pvt. Ltd. shall certify and recognize the Tally skilled university students through online assessments conducted in a proctored environment. University students shall apply for any of the Tally certification depending on their skill level, as per following recommended training hours and assessment duration of certification programme:

Sr. No.	Certification Programs/ Titles	Assessment Duration (mins.)
1	Tally ACE	40
2	Tally GST	60
3	Tally PRO	90

- c. That those university students who couldn't successfully complete the assessment/ certification in first attempt, or those who wish to reappear to improve on their performance, shall be able to reappear by paying re-assessment fees. The certification in the case of re-attempt shall be made on the basis higher scores.
- d. That Tally Education Pvt. Ltd. shall assign letter grades of assessment for each university students in the following manner:

Grading for Certificates	
Percentage	Grade
> 75%	A ⁺
60% - 74%	A
36% - 59%	B
Below 35%	Not passed

- e. That Tally Education Pvt. Ltd. shall collaborate with Global Academy of Education in developing future certification, from



time to time, after mutual discussion with the authorized officials of Kurukshetra University, Kurukshetra.

- f. That Tally Education Pvt. Ltd. will provide portal option to every registered university student.
- g. That Tally Education Pvt. Ltd. will provide the E-content option to every registered university student.
- h. That Tally will arrange to provide Digital Verifiable Certificate after successful completion of certification/ assessment, along-with logo of Kurukshetra University, Kurukshetra.
- i. That Tally Education Pvt. Ltd. shall provide a 2'x2' Tally Sign Board for hosting in the Centre for Dr. B.R. Ambedkar Studies.
- j. That Tally Education Pvt. Ltd. shall provide candidates' portal to every registered university students and shall also provide user name & password on their registered email id.
- k. That Tally Education Pvt. Ltd. shall provide dedicated "Tally Job Portal" to university students for enhancing their profile and to improve their confidence to face job interviews. The university students would access multiple job vacancies posted by vast network of Tally customers, partners and registered companies through a dedicated dashboard made available to them.
- l. That Tally Education Pvt. Ltd. shall arrange the employers to access the pool of university students' profile through an 'Employer Portal' for posting vacancies, filter suitable profiles and conduct interviews through inbuilt tools, like interview master.
- m. That Tally Education Pvt. Ltd. shall provide digital library to every university student without any additional fee.
- n. That Tally Education Pvt. Ltd. shall provide to every registered university student "Mock test option" without any additional fee.



3. Role & Responsibilities of Kurukshetra University:

- a. That the university shall provide, or procure to provide, required space, proctor and IT infrastructure like Computers/ Laptop and Internet to the university students for undergoing the Tally Training & assessment.
- b. That the university shall share the details of the university students with the firm to upload it on the portal Tally Education Pvt. Ltd.
- c. That the university shall do all promotional/advertisement activities on the University campus.
- d. That initially the university shall charge the programme fee including tuition fee as per following details, however, the university reserves the right to enhance the programme fee and tuition fee in future:

Sr. No.	Particulars	Fee
1	Tally Ace: Certification & Study Material	7200/-
2	Tally Pro: Certification and Study Material	9000/-
3	Tally GST: Certification and Study Material	7200/-
4	Tuition Charges (Per Student Per Month)	973/- (825/- + GST)

- e. That the University shall always have the right and liberty to do surprise inspection at its sites.
- f. That the services rendered by the Firm under this memorandum of understanding shall be under close supervision, co-ordination and guidance of the University. The Firm shall frame appropriate

procedure for taking immediate action as may be advised by the University from time to time.

- g. That the university may charge any additional fee/ charges from the university students towards lab maintenance & other administration charges.
- h. That the university shall provide appropriate infrastructure facility to the firm for imparting instructions to the university students.
- i. That the schedule of training to be worked out with University.

4. Nature of Memorandum of Understanding:

The parties hereto have considered agreed to and have a clear understanding on the following aspects:

- a. This memorandum of understanding is on the principal to principal basis and, does not create and shall not deem to create any employer-employee relationship between the University and the Firm. The Firm shall not by any acts, deeds or otherwise represent any person that the Firm is representing or acting as agent of University, except to the extent and purpose permitted herein.
- b. This memorandum of understanding is for providing the aforementioned services. It is clearly understood by the Firm that the persons engaged by the Firm for providing services as mentioned herein, shall be the representative of the Firm only and not of the University.
- c. University shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Firm's employees/agents directly and/or indirectly, in any manner whatsoever.

5. Statutory Compliances:

- a. Firm shall obtain all registrations(s)/permission(s)/License(s) etc. which are/may be required under any legislation(s) for providing the services under this memorandum of understanding.
- b. It shall be the Firm's responsibility to ensure compliance of all the Central and State Government Rules & Regulations and rules of the local bodies with regard to the provisions of the services under this memorandum of understanding. The Firm indemnifies and shall always keep University indemnified against all losses, damages and claims actions taken against University by any authority/office in this regard.
- c. The Firm undertakes to comply with the applicable provisions of such legislations for carrying out the purpose of this memorandum of understanding. The Firm shall further observe and comply with all Government Laws concerning providing of such services. It is expressly understood that the Firm is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.
- d. The Firm at the time of submission of monthly bill shall give an undertaking by the 15th of each month in favour of the University that he has complied with all his statutory obligations.

6. Accounts and Records:

- a. The Firm shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under this memorandum of understanding.
- b. The Firm shall forthwith upon being required by the University, allow University or any of its authorized representatives to inspect, audit or take copies of any records maintained by the



Firm. The Firm shall also cooperate in good faith with the University to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the University.

7. Indemnification:

- a. The Firm shall at its own expenses make good any loss or damages suffered by the University as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the University or otherwise.
- b. The Firm shall at all times Indemnify and keep indemnified that University against any claim on account of disability/death of any of its personnel caused while providing the services within/ outside the site or other premises of the University which may be made under such Acts or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payment in consequence of any accident or injury sustained by the working or personnel of the Firm or in respect of any claim, damage or compensation under Labour Laws or other Laws or rules made thereunder by any person whether in the employment of the Firm or not, who provided or provides the service at the site or any other premises of the University shall be as provided hereinbefore.
- c. The Firm shall at all times indemnify and keep indemnified the University against any claim by any third party for any injury, damages to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the University's premises or before and after that.



- d. That, if at any time, during the operation of this memorandum of understanding or thereafter, the University is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Firm or to any third party in any event not restricted but including as mentioned in sub-clause No. (a), (b) and (c) hereinabove, the Firm shall immediately pay to the University all such amounts and costs also and in all such cases/events the decision of the University shall be final and binding upon the Firm. The University shall be entitled to deduct any such amounts as aforesaid from the security deposit and/or from any pending bills of the Firm.
- e. University shall not be liable for any obligations/responsibilities, legal or otherwise, towards the Firm's employees/agents directly and/or indirectly, in any manner whatsoever.

8. Liabilities and Remedies:

In the event of failure of the Firm to provide the services or part thereof as mentioned in this memorandum of understanding for any reasons whatsoever, the University shall be entitled to procure services from other sources and the Firm shall liable to pay forthwith to the University the difference of payments made to such other sources, besides damages at double the rate of payment.

9. Losses Suffered by Firm:

The Firm shall not claim any damages, costs, charges expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and/or its



personnel in rendering or non-rendering the services under this memorandum of understanding .

10. Term:

This memorandum of understanding shall be effective for a **period of three years** and will be effective from the date of its actual operation, i.e., with effect from _____ upto _____ and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the University. In the case of extension in contract period, the Firm will have to submit his consent in the shape of affidavit duly attested by the Notary Public.

11. Termination:

- a. Either party can terminate this memorandum of understanding by giving one month's written notice to the other without assigning any reasons and without payment of any compensation thereof. However, the University shall give only a 24 hours' notice of termination of this memorandum of understanding to the Firm when there is a major default in compliance of the terms and conditions of this memorandum of understanding or the Firm has failed to comply with its statutory obligations.
- b. If Firm commits breach of any covenant or any clause of this memorandum of understanding, University may send a written notice to Firm to rectify such breach within the time limit specified in such notice. In the event Firm fails to rectify such breach within the stipulated time, the memorandum of understanding shall forthwith stand terminated and Firm shall be liable to University for losses or damages on account of such breach.
- c. The University shall have the right to immediately terminate this memorandum of understanding if the Firm becomes insolvent,



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ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

12. Assignment of Memorandum of Understanding:

This memorandum of understanding is executed on the basis of the current management structure of the Firm. Henceforth, any assessment of this memorandum of understanding, in part or whole, to any third party without the prior written consent of the University shall be a ground for termination of this memorandum of understanding forthwith.

13. Composition and Address of Firm:

- a. The Firm shall furnish to the University all the relevant papers regarding its constitution, names and address of the management and other key personnel of the Firm and proof of its registration with the concerned Government authorities required for running such a business of Firm.
- b. The Firm shall always inform the University in writing about any change in its address or the names and addresses of its key personnel. Further, the Firm shall not change its ownership without prior approval of the University.

14. Service of Notices:

Any notice or other communication required or permitted to be given between the parties under this memorandum of understanding shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing:

University

The Registrar,
Kurukshetra University,
Kurukshetra

Firm

M/s Global Academy of Education
1654-A, Vishnu Colony
Kurukshetra - 136118



15. Confidentiality:

It is understood between the parties hereto that during the course of business relationship, the Firm may have accessed to confidential information of University and it undertakes that it shall not, without University's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this memorandum of understanding or earlier termination thereof.

16. Entire Memorandum of Understanding:

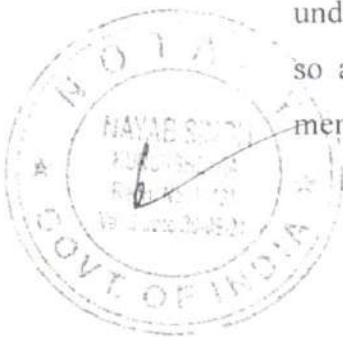
This memorandum of understanding represents the entire memorandum of understanding entered into between the parties and supersedes all previous or other writings and understandings, oral or written and further any modifications to this memorandum of understanding, if required shall only be made in writing.

17. Amendment/Modification:

The parties can amend this memorandum of understanding at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

18. Severability:

If, for any reason, a court of competent jurisdiction finds any provision of this memorandum of understanding, or portion thereof, to be unenforceable, that provision of the memorandum of understanding will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this memorandum of understanding shall continue in full force and effect.



19. Captions:

The various captions used in this memorandum of understanding are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

20. Waiver:

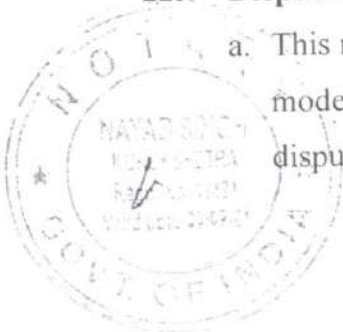
At any time any indulgence or concession granted by the University shall not alter or invalidate this memorandum of understanding nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the University to enforce at any time, any of the provisions of this memorandum of understanding or to exercise any option which is herein provided for requiring at any time the performance by the Firm of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this memorandum of understanding nor in any way affect the validity of this memorandum of understanding or any part thereof or the right of the University to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

21. Force Majeure:

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and governmental or public authority's demands or requirements.

22. Dispute Resolution:

- a. This memorandum of understanding shall be deemed to have been mode/executed at Kurukshetra for all purpose. In the event of any dispute related to the interpretation or rights or liabilities arising



out of this memorandum of understanding, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Vice-Chancellor. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitration shall be at Kurukshetra or as decided by the University.

- b. If any doubt or ambiguity arises as to the meaning and /or effect of any provisions of the memorandum of understanding, the same shall be referred to the Vice-Chancellor for clarification and his decision thereon shall be final and binding on both parties.
- c. Whenever there is duplication in any clause either in the terms and conditions of this tender or in those of the memorandum of understanding, the clause which is considered more beneficial to Kurukshetra University, Kurukshetra will be taken final.

23. Governing Law/Jurisdiction:

The applicable law governing this memorandum of understanding shall be the laws of India and the courts of Kurukshetra shall have the exclusive jurisdiction to try any dispute with respect to this memorandum of understanding.

24. Two Counterparts:

This memorandum of understanding is made in duplicate. The Firm shall return a copy of this memorandum of understanding duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.

25. List of Annexure:

Annexure-A (Undertaking)

