

Letter of Engagement

KR Technical College, Ambikapur Dist-Surguja(C.G).

This Education & Training Service Engagement (hereinafter referred to as "Engagement") is made and executed on this 29 day of August 2020 at Ambikapur by & between: KR Technical College, Ambikapur.

KR Technical College, Ambikapur

KT Technical College - "The mission of the "KT Technical" College is to provide students with the knowledge skills and opportunity to be a educated person, not just for the present, but for a lifetime." KR Technical College campus covers an area of about 1.5 acres, the institute has the main building, class-rooms, library, computer centre, auditorium & play fields.

KR Technical College, has provides excellent facilities to the students to gain computer knowledge through its computer centre. The college has a state of the art computer lab with internet facility managed by a well qualified staff. The institute has the latest equipment installed in its computer lab to meet both present and future needs of the IT Industry. The centre is well equipped with latest computer, software packages and hardware equipment. At present we have 598 students enrolled in our college.

MANJUSHA ACADEMY

We Manjusha Academy, Ambikapur, the authorized Training institute authorized by Tally Education Pvt. Ltd. Bangalore for providing Tally Software trainings. It is located at Ring Road Namnakala Ambikapur. The complete address of the training institute is Manjusha Academy Namnakala Ring Road Ambikapur.

TALLY EDUCATION PVT. LTD.

Tally Education Pvt Ltd is committed to working with educators, educational organizations and industry partners to expand the world of learning through technology. Our Education programs are designed to facilitate learning in a seamless manner which is relevant and demand driven. Because of the industry demand most of the academic institutions have partnered with us to enable the student and make him job ready.

Manjusha Academy & KR Technical College

We share the common vision of empowering the students by imparting industry relevant skill sets and increasing their employability.

To achieve our common goal, Tally Education will collaborate on a non-exclusive basis on the following framework to execute the training of the students

Role of Manjusha Academy:

1. Manjusha Academy will provide authorized courseware for training to students of KR Technical College, Ambikapur.
2. Tally HO trained faculties, if training session done by Manjusha Academy.
3. Quality of teaching is assured, for this student feedback will also be considered.

Role of KR Technical College:

1. KR Technical College, Ambikapur has to ensure minimum registration of 30 students for 1st batch of Tally training.
2. KR Technical College, Ambikapur will arrange the Infrastructure for the student training comprising computer lab and internet facility for online assessment.
3. The institute will have to pay 75% of the total amount in advance and the rest 25% will be paid after completion of the training program if training conducted by Manjusha Academy faculty.
4. The institute will have to pay 100 % of the total amount in advance if training is done by college faculty.

Commercials :

Commercials for Certification and Courseware only*:

Certification	Recommended Duration	Courseware & Certificate Price (INR)
TallyACE	60 Hrs	2000

Commercials for Certification and Courseware with training*:

Certification	Recommended Duration	Courseware & Certificate Price (INR), with Training
TallyACE	60 Hrs	3000/-

Payment to be made through NEFT as per the details below:

Beneficiary Name	Manjusha Academy
Bank Name	Bank Of Baroda
Account Number	59210200000115
Bank Address	Namnakala Ambikapur
Account Type	CURRENT ACCOUNT
IFS Code	BARB0AMBRAI

Review:

Manjusha Academy engagement with KR Technical College, Ambikapur is for a period of 1 year from the date of signing this letter of engagement. Parties shall jointly and annually review the terms of collaboration including the training requirements, delivery roles and pricing.

OTHER TERMS AND CONDITIONS:

1. The parties are responsible for their individual acts of commission and /or omission, due to their negligence with respect to financial risks, compliance of statutory liabilities and obligations, and render services in accordance with the terms and conditions agreed herein.

2. The parties shall perform their obligations towards each other in such a manner herein committed as would prevent acts of commission and/or omission resulting in breach of the terms and conditions and loss to each other.
3. The arrangement is on a principal to principal basis and no party shall hold each other as agent and or principal of the other for any liability.
4. This Engagement is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.
5. In no event shall Manjusha Academy 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) or otherwise in the event of fault, tort (including negligence), misrepresentation, strict or product liability, breach of contract or breach of warranty and even if the party has been advised of the possibility of such damages.
6. Termination

This Engagement being for a specific period shall come to an end upon expiry of the date of validity of this Engagement. This Engagement may be terminated for convenience and without cause before the expiry of the validity period by Manjusha Academy by giving 180 days' notice.

The parties shall be entitled to terminate this Engagement with at least 180 days prior written notice, if it discovers that the other has committed acts of commission or omission which is prejudicial to the interests of party terminating the contract and has concealed information required by the party to check the compliance of the terms and conditions of this Engagement.

All rights and entitlements of the parties relating to IPR, trademarks, copy rights, and confidentiality of business process, methods and documents shall survive without limitation, expiry, determination or termination.

7. Confidentiality of Relationship and information

The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended. The parties shall not disclose any Confidential Information to anyone other than the employees of either organization who need to know the Confidential Information. This clause shall survive this Engagement.

8. Trade Marks, Trade Names and IPR's

The parties hereby acknowledge and confirm that all intellectual property rights in respect of and relating to the trademarks, service-marks, copyrights, trade names including their respective corporate names, brand name or any part thereof (hereinafter collectively referred to as "Intellectual Property") are owned / possessed by respective owners and nothing contained in this Engagement shall, unless specifically provided, be deemed to authorize the other party to use or give any right in respect of any of the Intellectual Property of the respective owners.

The parties shall not use in any manner whatsoever, any of the Intellectual Property, registered or not except as expressly authorized writing and restricted to the purpose/ period thereof. The parties shall strictly comply with requirements and specifications relating to the display of any logo, trademark, and copyright relating to the Intellectual Property.

Upon the expiry or termination of this Engagement for any reason, the parties shall immediately cease and desist for all time from any use of or reference to the Intellectual Property of the other party.

The parties acknowledge and confirm that all materials given by them whether in printed, written or electronic form, constitute copyright ownership of respective parties and reproduction in any form or by any means mechanical or electronic including photocopying, recording or by any information storage or retrieval system is not permitted and shall constitute a breach of the terms of this Engagement warranting such steps as may be deemed appropriate including but not limited to termination of this Engagement.

9. **Dispute jurisdiction and resolution**

Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-resolution the matter may be referred to arbitration to a person jointly appointed by the parties as per the law relating to arbitration in India and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall be held in Ambikapur.

All disputes shall be governed in accordance with the laws prevailing in Ambikapur. Only competent courts within Bangalore shall have jurisdiction to try any suit or proceedings whatsoever arising or in any way connected with this Engagement.

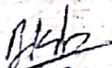
10. **Assignment**

Neither party shall, without the other's prior written consent assign, change, charge or otherwise transfer or delegate or share the rights, obligations or any provision of this Engagement to any other person.

11. **Force Majeure**

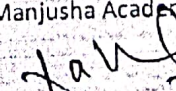
Neither Party shall be liable for any delay or default in performing any of its obligations and if such delay is due to bandh, strikes, riots, natural calamities, any other act of God or unforeseen circumstances. However, payment of money dues shall not be covered by the Force Majeure condition.

For KR Technical College


Authorised Signatory

PRINCIPAL
K.R. Technical College
Ambikapur (C.G.)

For Manjusha Academy


MANJUSHA ACADEMY
Authorised Signatory

DIRECTOR