

MEMORANDUM OF UNDERSTANDING

BETWEEN

The **Institute of Computerised and Practical Accounts** carrying out business at H.No. 1-7-1002/7/4/ABC, 1st Floor S. No:7, P.L Apartments Ramnagar X Road, Hyderabad, Telangana - 500020 represented herein by its Proprietor and authorised signatory Sri Boda. Chandra Shekar, Proprietor (hereinafter referred to as 'ICPA', which expression, unless excluded by or repugnant of the subject or context shall include its successors – in-office, administrator(s), Proprietor(s), beneficiaries, successors-in-interest and permitted assigns of the FIRST PART

AND

“BHARATIYA VIDYA BHAVAN” – a Society Registered under the Societies Registration Act, 1860 and a Public Trust Registered under the Bombay Public Trusts Act, 1950 with Regn. No.F-358, having its registered and head office at Munshi Sadan, Kulapati Dr.K.M.Munshi Marg, Chowpatty, Mumbai – 400007 (hereinafter referred to as “Bhavan” or “BVB” which expression shall unless repugnant to the context or meaning thereof, be deemed to include its Trustees or Trustee for the time being of Bhavan, successors in office , and heirs and assigns of the last surviving Trustee) having a Kendra at Sainikpuri, Secunderabad, Telangana – 500094 having a College under it with the name of “(Bhavan’s Vivekananda College of Science, Humanities & Commerce) a deemed university/institute/college, having its office at (Sainikpuri, Secunderabad, Telangana – 500094) (hereinafter referred to as ‘BVC’ / of the SECOND PART;

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

WHEREAS:

THE BHARATIYA VIDYA BHAVAN the first Party runs a pre-eminent educational institution known as “Bhavan’s Vivekananda College of Science, Humanities & Commerce an autonomous college affiliated to the Osmania University, been re-accredited with ‘A’ Grade and a score of 3.16 on a scale of 4 by the National Assessment and Accreditation Council (NAAC) in 2022 and is being included under the reputed “Cluster College Scheme” by the Telangana State Council of Higher Education (TSCHE) under the Sainikpuri, Secunderabad, Telangana – 500094 Kendra. This College provides coaching for degree and post graduate courses in the field of arts, science and commerce. The BHAVAN desires to collaborate with the Second party in providing coaching for professional finance courses for their students along with their degree and post graduate classes (hereinafter ‘the purpose’).

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AND WHEREAS

ICPA provides training in Tally Prime is a Complete enterprise software for small & medium enterprises and one of the most popular accounting software used in India.

AND WHEREAS

Both the Parties Share the common vision of empowering the students by imparting industry relevant skill sets and increasing their employability.

To achieve the common goal ICPA – Institute of Computerised and Practical Accounts and College would collaborate on the following framework to execute the students training.

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 collaborating with each other because of common interests and objectives, and they propose to establish channels of communication and co-operation that will promote and advance their respective operations. The parties shall keep each other informed of potential opportunities and share all information that may be relevant to secure additional opportunities for one another.

1.2 The co-operation between First Party and Second Party will facilitate effective utilization of the intellectual capabilities of the Second Party providing significant inputs to them in developing suitable teaching/ training systems, keeping in mind the needs of the First Party.

Clause 2

SCOPE OF THE MOU

2.1 Both parties believe that close co-operation between the two would be a major benefit to the student community to enhance their knowledge and skills.

2.2 The Second Party will provide support for execution of training in terms of technical knowhow:

1. limited to Tally Prime Essential Level 1 Course.

2. To conduct online assessments for the students enrolled in the training as per details shared by the college.

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3. To conduct Mock test before online assessment
4. To organize a faculty development programme for 3 days free of cost
5. To organize one day workshop for students per section before Final Online assessment test
6. To issue Tally certificate after course completion, to all students who have qualified in the online assessment test and the Certification & Training Fee will be: Rs. 1000 (Per Student only certification).
7. Tally will Provide Multiuser license free of cost to the college subject to enrollment of 100 students in an academic year.

Role of the college:

1. To provide the required Infrastructure in the campus for training.
2. To organize the online assessments as per the Tally Education assessment guidelines.
3. To make payments to Institute of Computerised and Practical Accounts before the start of the course.

Clause 3

OBLIGATIONS OF THE PARTIES

3.1 Each party warrants that it:

- i. Will comply with any applicable laws and regulations; and
- ii. It shall not, in the course of the MOU, do anything which infringes (or causes the other party to infringe) the intellectual property rights of any third party.

Clause 4

VALIDITY AND DISPUTE SETTLEMENT

4.1 The validity of this MOU is one year from the date of agreement. The term of this MoU may be extended on the same terms for further one (1) year periods or as may be mutually decided between the Parties.

4.2 Both the Parties may terminate this MOU upon 30 calendar days' notice in writing to the other party at the address given at the start of this MOU. In the event of termination, both parties shall in so far as practicable discharge their respective obligations amicably.

4.3 This MOU will automatically terminate:

- i. If either party becomes insolvent or is subject to a change of management / control; or
- ii. Any part of this Binding Agreement becomes unenforceable, void or illegal due to any statutory or regulatory requirements; or
- iii. Terminates any part of this Binding Agreement for cause; or

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- iv.* Goes into liquidation other than for the purposes of reconstruction or amalgamation not involving insolvency and in such a manner that the resulting entity agrees to be bound by or assumes the obligations imposed on that other party under this MOU; or
- v.* Suffers any encumbrances or appointment of a receiver or administrator over any property or assets; or
- vi.* Makes any deed or arrangement with or compounding for the benefit of its creditors; or
- vii.* becomes subject of a government or statutory or court order.

4.4 This MOU (and all discussions and any legal agreements prepared in connection with this MOU) is governed by and construed in accordance with the laws of India. They also agree that if any dispute(s) or difference(s) arise(s) between them in connection with or arising out of the interpretation, performance or termination of this MOU, or otherwise in connection with this MOU, they shall attempt, for a period of 30 (thirty) working days from the receipt of a notice from the other party of the existence of a dispute(s) or difference(s) try to settle such dispute(s) or difference(s) by mutual discussion / consultation. Only, if the said dispute(s) or difference(s) cannot be settled by mutual discussion / consultation within the 30(thirty) working days period provided above, either party may refer the matter to arbitration for final resolution under the provisions of the Arbitration And Conciliation Act as amended from time to time. The Language of Arbitration shall be English and the place of Arbitration shall be Hyderabad / Secunderabad.

4.5 This MOU is governed by the Laws of India only and only the Courts in Hyderabad / Secunderabad shall have jurisdiction.

Clause 5

FORCE MAJEURE

5.1 Neither Party shall be liable to the other for any failure to perform its obligations hereunder to the extent that such failure results from acts of God, war, sabotage, riot, explosion, Government control, restrictions or prohibitions or any other Government act or omission.



5.2 Any Party which is prevented by reason of such unforeseen circumstances mentioned above shall notify the other immediately thereof and shall use all reasonable endeavours to mitigate the effects thereof.

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Clause 6
ENTIRE AGREEMENT

6.1 This Agreement supersedes all prior agreements, understandings and conditions whether written or implied between the Parties and is the entire Agreement between the Parties relating to the providing of Training defined herein.

IN WITNESS WHEREOF **Institute of Computerised and Practical Accounts** and **Bhavans** here unto have executed this MOU in the year and month and on the date first above written.

<p>For: Institute of Computerised and Practical Accounts</p> <p>Signature: <u>B. Chandra Shekar</u></p> <p>Name: <u>Boda Chandra Shekar</u></p> <p>Designation: Proprietor</p> 	<p>For: Bharatiya Vidya Bhavan</p> <p>Signature: <u>Dr. G.S.V.R.K. Choudary</u></p> <p>Name: <u>Dr.G.S.V.R.K. Choudary</u></p> <p>Designation: Authorised Signatory and Principal BVC</p> 
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In the presence of :

In the presence of :

1. T. Gallesewar Cuptp

2.

1. Nauale
Mrs L. V. Kamala Devi
Head of the Department
Department of Commerce
Bharatiya Vidya Bhavan's Vivekananda College
Sainikpuri, Secunderabad - 500 094.

2.

P. Vinod Kumar
MR P. VINOD KUMAR