

उत्तराखण्ड UTTARAKHAND

E 219359

This agreement is made on of April (month) 2011 (year) between **Uttarakhand Open University**, Unchaapul, Haldwani Dist – Nainital (Uttarakhand) represented by the Registrar of the University (hereinafter called “The Licensee” and this expression shall include his successors and assignees) on the one part and the **Krishna Kant Handique State Open University, Guwahati**, represented by its Registrar (hereinafter called licensor and this expression shall include his successors and assignees) on the other part.

WHEREAS THE licensee wishes to make use of the printed instruction material of **Krishna Kant Handique State Open University, Guwahati** designed for the various courses namely **BCA, MCA, PGDCA and CCA** by way of acquisition of reproduction rights and supplying them to the learners for the courses offered by the licensee and the licensor wishes to the grant licence for such purposes.


The licensee and Licensor herewith AGREE on the following terms:

1. THE LICENCEE would enable the use of the instructional material of **BCA, MCA, PGDCA and CCA** as specified in this agreement for the academic programmes/ courses offered by the licensee for an initial period of three years, from the date of this agreement.


 कुलसचिव/Registrar
 उत्तराखण्ड मुक्त विश्वविद्यालय
 Uttarakhand Open University
 हल्द्वानी/Haldwani


 Registrar
 Krishna Kanta Handique
 State Open University
 Guwahati

- II. The Licensor hereby grants to the Licensee acquisition of reproduction rights of the following Self learning material of **BCA, MCA, PGDCA and CCA** for the use of the reproduced material among the learners enrolled with the Licensee University i.e. Uttarakhand Open University only and a copy of the relevant material forms the part and parcel of this agreement document.
- III. The following terms and conditions govern the license being granted herewith:-
- The Licensee shall seek the reproduction rights of the complete course material. The Licensor will supply to the licensee a hard & a soft copy of all the course material of the said programmes to be used by the licensee as a copy for further processing and printing at the cost to be borne by licensee concerned.
 - No change in the text, including the print cover page, shall be made by the Licensee when the course material is reprinted except for the following:-
 - The print line, mentioning the name of the press where it has been printed should be substituted by a print line giving the name of the press which shall reprint it.
 - Due acknowledgement must be made granted by the licensor, at a prominent place in each copy of the book.
 - The updating of data and/or error rectification as addendum/errata on separate sheet with prior permission of the licensor
 - Printing of the logo of the licensee in addition to that of the licensor
 - No Translation of the material into any other language shall be permissible under this agreement. The Licensee may go for a separate agreement in case it intends to translate the material.
 - The Licensee, while reprinting the material shall ensure that the print quality of the material is as per standards of the Licensor's study material in respect of quality of paper and printing, cover printing etc.
 - The Licensee shall pay to the Licensor the license fee for using its material. The amount of License Fee shall be equivalent to 10% of the course fee collected every year by the Licensee University for the programmes for which the course material is used. The licensor & Licensee shall have the right to review the amount of license fee and it


 कुलसचिव/Registrar
 उत्तराखण्ड मुक्त विश्वविद्यालय
 Uttarakhand Open University


 Registrar
 Krishna Kanta Handiqui
 State Open University
 Guwahati

shall be governed by the policies of the the licenser and licensee universities.

- The fee collected from the learners for the said programmes should not be less than the fee charged by the Licenser.
- ~~The Licensee University shall pay to Licenser University, twenty percent of the amount of license fee in advance, through Bank Demand Draft, at the time of print order given by the Licensee University. The balance amount of License fee shall be paid by the Licensee University within three months of the commencement of the academic session. The Licensee University shall also give the copy of print order given to the printer for the purpose of determining the total amount of advance as license fee.~~ A copy of the fee structure announced by the Licensee University shall also be given to the Licenser University. The Licensee University shall periodically inform its annual enrolment for the said programmes.
- The Licensee, while using the printed instructional material of the licenser, may also use the supportive audio-visual cassettes prepared by the licenser (if any).

deleted by hand

IV. Any breach of this agreement shall render the licence null and void. In such circumstance, the licensee shall destroy all reprint copies made and show proof of such destruction by submitting to the licenser a certificate of destruction, and refrain from making use of the reproduced material.

V. The License shall be terminated, if it is found that the licensee university is not using the license for the given purpose.

VI. The License shall be terminated, if it is found that the Licensee University in connivance with the printer is selling the material in the market or making the material available to other than the enrolled leanres of the Licensee University.

VII. At the expiry of the term of this license/at the termination of the license, the licensee shall either return or destroy the material. The Licensee University shall not use the reproduced material for any other purpose in any manner, and if it is found that the licensee is using the material after the expiry period, the appropriate recourse to a court of law shall be taken.

VIII. The licenser reserves the right to insist on the relevant part of the audited statements of the licensee, so as to ascertain the amount of fee collected for the concerned courses/programmes.

[Signature]
 कुलमधिकारी/Registrar
 उत्तराखण्ड मुक्त विश्वविद्यालय
 Uttarakhand Open University
 हल्द्वारी

[Signature]
 Registrar
 Krishna Kanta Handiqui
 State Open University
 Guwahati


- IX. Copy rights in respect of the concerned course material are reserved with the Licenser.
- X. The dispute, if any, shall be subject to the court of law only, decided by the licenser.

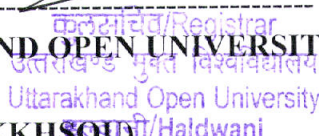
Signature for and on behalf of



 REGISTRAR, KKHSOU

Signature for and on behalf of licensee

REGISTRAR, 


 REGISTRAR, 
 UTTARAKHAND OPEN UNIVERSITY
 उत्तराखण्ड मुक्त विश्वविद्यालय
 Uttarakhand Open University
 SOU/Haldwani

Witness: (with name and address in reference to KKHSOU)

1. Dharmendra Nath . 

2. Shri Ratan Kumar Patowary . 

Witness: (with name and address in reference to Licensee University),

1. Shri D. K. Singh, Deputy Registrar 

2. Shri. M. C. Joshi, Assistant Registrar . 