

छत्तीसगढ़ CHHATTISGARH

N 264396


AGREEMENT FOR ACQUISITION OF REPRODUCTION RIGHTS

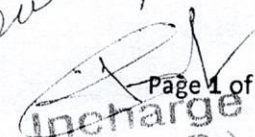
An agreement is made on date 22-05-2020 2020 between Pt. Sundarlal Sharma (Open) University, Koni-Birkona road - 495009, Bilaspur (C.G.) represented by the Registrar of the university (hereinafter called "The Licensee" and this expression shall include his successors and assignee) on the one part and the Vardhaman Mahaveer Open University, Kota Rawatbhata Road Kota-324021 (Rajasthan) represented by the Registrar of the VMOU (hereinafter called VMOU and this expression shall include his successors and assignee) on the other part.

Whereas the licensee wishes to make use of the printed instructional material of VMOU designed for the various courses by way of acquisition of reproduction rights and supplying them among the students for the courses offered by the licensee and VMOU has the right to grant license for such purposes.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- (i) The license is a license to use the instructional material of VMOU, as specified in the sub-clause (ii) of this agreement, for use in the courses/ program offered by the licensee for an initial period of three years, from the date of this agreement.
- (ii) VMOU hereby grants to the Licensee acquisition of reproduction rights of the following VMOU material for use of the reproduced material among the enrolled students of the Licensee University only and a copy each of these material forms the part and parcel of this agreement document:

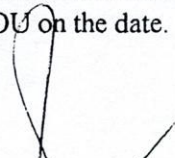

कुलसचिव
वर्धमान महावीर खुला विश्वविद्यालय
(राजस्थान)

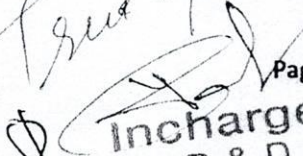
True copy

Incharge
(M.P. & D.)
V.M.O.U., KOTA

S.N.	Name of Program	Course Code	Medium
1.	Master of Arts (Political Science) Final Year	MAPS	Hindi
2.	Post Graduate Diploma in Guidance & Counseling	PGDGC	Hindi


(iii) The following terms and conditions govern the license hereby granted:


- (a) The licensee shall seek the reproduction rights of a complete course material. The reproduction right shall not be applicable for a block and /or unit. The VMOU will supply to the licensee a hard copy of all the blocks of the said course printed by VMOU to be used by the licensee as a copy for further processing and printing at the cost to be borne by licensee concerned.
- (b) No change in the text including the print cover page, shall be made by the licensee when it is reprinted except for the following:
 - (i) 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 where it is reprinted.
 - (ii) Due acknowledgement must be made, of the permission to reprint given by VMOU, at a prominent place in each copy of the book.
 - (iii) The updating of data and /or error rectification as an addendum/errata on a separate sheet with prior permission of VMOU.
 - (iv) Printing of the logo of the licensee in addition to that of VMOU.
- (c) 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.
- (d) The licensee, while reprinting the material shall ensure that the print quality of the materials is as per standards of the VMOU study material in respect of quality of paper and printing, cover printing, etc.
- (e) The licensee shall pay to VMOU the "License fee" for using its material. The amount of License Fee shall be equivalent to 10% of the course fees collected every year by the Licensee University for the program for which the VMOU material is used. The average proportionate course fee shall be calculated on the basis of the total annual program fee and total number of courses required to be cleared by a student enrolled under the VMOU program structure. The program structure along with the requisite courses and blocks, as prescribed by the VMOU, is given in schedule I enclosed herewith. The VMOU has the right to change the amount of License fee and this shall be governed as per the policies of the VMOU on the date.


 कुलसचिव
 महावीर खुला विश्वविद्यालय
 (राजस्थान)

True copy

 Incharge
 (M.P. & D.)
 V.M.O.U., KOTA

- (f) The fee collected from the students for the said program should not be less than the fee charged by the VMOU as per schedule II annexed herewith.
- (g) The Licensee University shall pay to VMOU, fifty 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 two months of the commencement of the academic session. The print order given by the licensee university shall be taken as the number of students enrolled in that program for the following academic year. The Licensee University shall also give the copy of print order given to the printer to VMOU for 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 VMOU. The Licensee University shall periodically inform its annual enrollment for the said course.
- (h) The licensee, while using the printed instruction material of VMOU, may use along-with it the supportive audio-video cassettes prepared by VMOU which are available on the sale with the agencies authorized by VMOU.
- (iv) Any breach of this Agreement shall, at the VMOU's discretion, render the license null and void. In such circumstances, the licensee shall destroy all reprint copies made and show proof of such destruction by submitting to VMOU 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 i.e. use of the reproduced material among its enrolled student only.
- (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 students 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 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) VMOU reserves the right to insist on the audited statement of the accounts of the licensee, so as to ascertain the amount of fee collected for the concerned course/program.


कुलसचिव
वर्धमान महावीर शुभा विश्वविद्यालय
कोटा (राजस्थान)

True copy

Incharge
(M.P. & D.)
V.M.O.U., KOTA

- (ix) Copy rights in respect of the concerned course material are reserved with the VMOU.
- (x) The dispute shall be subject to the jurisdiction at Kota (Rajasthan) courts only.

Signature for and on behalf of VMOU
कुटी साचिव
वर्धमान मन्त्री
REGISTRAR, VMOU
कोटा (राजस्थान)

Signature for and on behalf of licensee

REGISTRAR, PT. SUNDAR LAL SHARMA (OPEN)
UNIVERSITY, CHHATTISGARH, BILASPUR

Witness on behalf of Pt. Sundarlal Sharma

(Open) University, Chhattisgarh, Bilaspur

Witness:

(with name and address)

1. Dr. Preeti Rani Mishra *Preeti Mishra*

2. Dr. Tanuja Bitharey *Tanuja Bitharey*

Witness on behalf of VMOU

Witness:

(with name and address)

1. *Chakravarthi* चक्रधर वर्मा
22-5-2020 सहा. कुलसचिव
पा.सा.उ. एवं वि. विभाग

2. *[Signature]*

True copy

[Signature]
Incharge
(M.P. & D.)
V.M.O.U., KOTA



छत्तीसगढ़ CHHATTISGARH

//अनुबंध-पत्र//

K 408138

यह अनुबंध आज दिनांक 21/08/2017 को पंडित सुंदरलाल शर्मा (मुक्त) विश्वविद्यालय, छत्तीसगढ़, कोनी बिलासपुर (प्रथम पक्षकार) तथा मैट्स विश्वविद्यालय ग्राम गुल्लू तहसील-आरंग, जिला रायपुर (छ.ग.) (द्वितीय पक्षकार) के बीच निम्नांकित शर्तों पर निष्पादित किया गया।

शीर्षक:- बी.एड. पाठ्यसामग्री, पाठ्यक्रम एवं पाठ्य संकल्पना को स्वीकृत एवं क्रय करने हेतु अनुबंध।

अनुबंध की नियम एवं शर्तें:-

01. द्वितीय पक्षकार, प्रथम पक्षकार के सत्र 2016-17 में संचालित बी.एड. पाठ्यसामग्री, पाठ्य संकल्पना को स्वीकृत करने तथा क्रय करने हेतु यह अनुबंध स्थापित किया गया है।
02. बी. एड. पाठ्यक्रम की 2016-17 की पुस्तकों को मैट्स विश्वविद्यालय ग्राम गुल्लू तहसील-आरंग, जिला रायपुर (छ.ग.) मुद्रण करा सकता है, इसमें प्रथम पक्षकार को कोई आपत्ति नहीं होगी।
03. यदि द्वितीय पक्षकार द्वारा प्रथम पक्षकार से पुस्तकें क्रय किया जाता है तो क्रय की गई पाठ्यसामग्री का भुगतान द्वितीय पक्षकार द्वारा प्रथम पक्षकार के पक्ष में पाठ्यसामग्री प्रदाय करने के पूर्व किया जाना होगा।
04. द्वितीय पक्षकार मैट्स विश्वविद्यालय ग्राम गुल्लू तहसील-आरंग, जिला रायपुर (छ.ग.) द्वारा पाठ्यसामग्री शुल्क विवरण तथा मुद्रण आदेश (print order) की प्रति, प्रथम पक्षकार (पंडित सुंदरलाल शर्मा (मुक्त) विश्वविद्यालय, छत्तीसगढ़, कोनी, बिलासपुर) को उपलब्ध कराई जाएगी।

R. Sundar Lal Sharma
REGISTRAR 21.8.17
P. Sundar Lal Sharma (Open)
University Chhattisgarh
RAIPUR (C.G.)

G. Ch.
Registrar
MATS University
Raipur (C.G.)

//02//

05. मुद्रित सामग्री का प्रयोग केवल द्वितीय पक्षकार (मैट्स विश्वविद्यालय ग्राम गुल्लु तहसील-आरंग, जिला-रायपुर (छ.ग.) के पंजीकृत विद्यार्थी द्वारा ही किया जाएगा। बाजार में इसकी खुली बिक्री मुद्रक अथवा द्वितीय पक्षकार मैट्स विश्वविद्यालय ग्राम गुल्लु, तहसील-आरंग, जिला रायपुर छ.ग. द्वारा नहीं की जावेगी।
06. किसी भी वाद की स्थिति में क्षेत्राधिकार न्यायालय बिलासपुर होगा।

प्रथम पक्षकार
पदनाम एवं मुद्रा

R. W. S. J. S.
REGISTRAR
P. W. S. J. S.
BILASPUR

G. N. S.
द्वितीय पक्षकार
पदनाम एवं मुद्रा

REGISTRAR
MATS UNIVERSITY
BILASPUR

गवाह के नाम एवं हस्ताक्षर

1. डॉ. अमिता सिंह *21/8/17*

2. *21/8/2017*

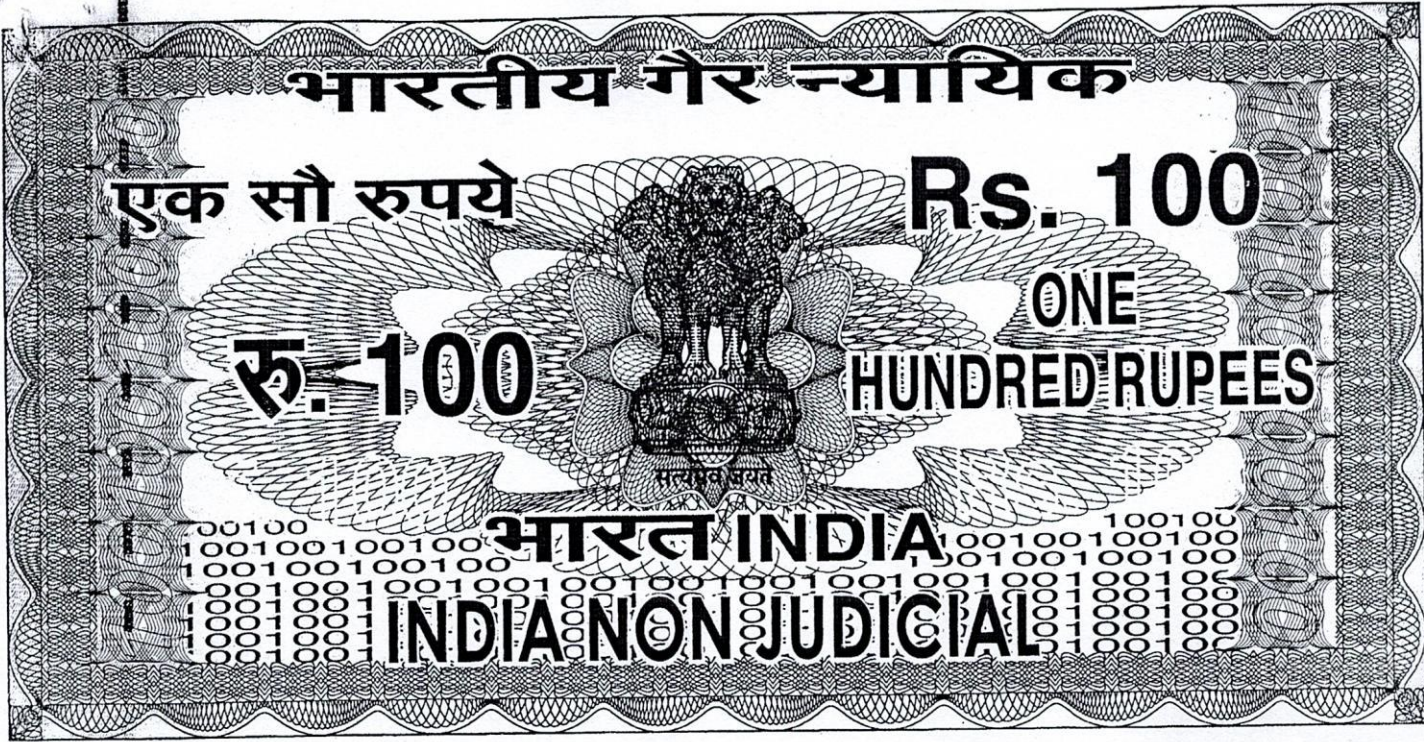
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6445 21/08/2017
100/100

जल सार्वजनिक सेवा विभाग
विश्वविद्यालय
21/8/17 21/8/17
कुलसचिव जी, विश्वविद्यालय
विश्वविद्यालय
विश्वविद्यालय
विश्वविद्यालय

Amal
Rowler

भामता आशा शर्मा
स्टाम्प वेंडर
नरसिंह कायालय बिलासपुर



छत्तीसगढ़ CHHATTISGARH

M 707140

AGREEMENT FOR ACQUISITION OF REPRODUCTION RIGHTS

An agreement is made on date 13th Jun 2019 2019 between Pt. Sundarlal Sharma (Open) University, Koni-Birkona road - 495009, Bilaspur (C.G.) represented by the Registrar of the university(hereinafter called "The Licensee" and this expression shall include his successors and assignee) on the one part and the Vardhaman Mahaveer Open University, Kota Rawatbhata Road Kota-324021 (Rajasthan) represented by the Registrar of the VMOU (hereinafter called VMOU and this expression shall include his successors and assignee) on the other part.

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NOW IT IS HEREBY AGREED AS FOLLOWS:

- (i) The licence is a licence to use the instructional material of VMOU, as specified in the sub-clause (ii) of this agreement, for use in the courses/ programmes offered by the licensee for an initial period of three years, from the date of this agreement.
- (ii) VMOU hereby grants to the Licensee acquisition of reproduction rights of the following VMOU material for use of the reproduced material among the enrolled students of the Licensee

Page 1 of 4

Registrar
Vardhaman Mahaveer Open University
Kota (Rajasthan)

Incharge
(M.P. & D.)
V.M.O.U., KOTA
REGISTRAR
Pt. Sunderlal Sharma (Open)
University Chhattisgarh

University only and a copy each of these material forms the part and parcel of this agreement document:

S.N.	Name of Programme	Course Code	Medium
1.	Master of Commerce	M.com	Hindi
2.	Master of Education	MAED	Hindi

(iii) The following terms and conditions govern the licence hereby granted:

- (a) The licensee shall seek the reproduction rights of a complete course material. The reproduction right shall not be applicable for a block and /or unit. The VMOU will supply to the licensee a hard copy of all the blocks of the said course printed by VMOU to be used by the licensee as a copy for further processing and printing at the cost to be borne by licensee concerned.
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 - (iv) Printing of the logo of the licensee in addition to that of VMOU.
- (c) 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.
- (d) The licensee, while reprinting the material shall ensure that the print quality of the materials is as per standards of the VMOU study material in respect of quality of paper and printing, cover printing ,etc.
- (e) The licensee shall pay to VMOU the " Licence fee" for using its material. The amount of Licence Fee shall be equivalent to 10% of the course fees collected every year by the

Incharge
(M.P. & D.)
V.M.O.U., KOTA

Registrar
Mahaveer Open University
(Balesar)

REGISTRAR
Sunderlal Sharma (Open)
University Chhattisgarh
Bilaspur

Consent
Fee

Licensee University for the programmes for which the VMOU material is used. The average proportionate course fee shall be calculated on the basis of the total annual programme fee and total number of courses required to be cleared by a student enrolled under the VMOU programme structure. The programme structure along with the requisite courses and blocks, as prescribed by the VMOU, is given in schedule I enclosed herewith. The VMOU has the right to change the amount of Licence fee and this shall be governed as per the policies of the VMOU on the date.

- (f) The fee collected from the students for the said programmes should not be less than the fee charged by the VMOU as per schedule II annexed herewith.
- (g) The Licensee University shall pay to VMOU, fifty percent of the amount of Licence Fee in advance, through Bank Demand Draft, at the time of print order given by the Licensee University. The balance amount of Licence fee shall be paid by the Licensee University within two months of the commencement of the academic session. The print order given by the licensee university shall be taken as the number of students enrolled in that programme for the following academic year. The Licensee University shall also give the copy of print order given to the printer to VMOU for purpose of determining the total amount of advance as licence fee. A copy of the fee structure announced by the Licensee University shall also be given to VMOU. The Licensee University shall periodically inform its annual enrollment for the said course.
- (h) The licensee, while using the printed instruction material of VMOU, may use along-with it the supportive audio-video cassettes prepared by VMOU which are available on the sale with the agencies authorized by VMOU.
- (iv) Any breach of this Agreement shall, at the VMOU's discretion, render the licence null and void. In such circumstances, the licensee shall destroy all reprint copies made and show proof of such destruction by submitting to VMOU a certificate of destruction; and refrain from making use of the reproduced material.
- (v) The licence shall be terminated, if it is found, that the licensee university is not using the licence for the given purpose i.e. use of the reproduced material among its enrolled student only.
- (vi) The licence 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 students of the Licensee University.
- (vii) At the expiry of the term of this licence/at the termination of the licence, the licensee shall either return or destroy the material. The licensee university shall not use the reproduced material for any 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.

Incharge
(M.P. & D.)
V.M.O.U., KOTA

Registrar
Mahaveer Open University
Kota (Rajasthan)

REGISTRAR
Pt. Sunderlal Sharma (Open)
University Chhattisgarh
BILASPIIR (C.G.)

- (viii) VMOU reserves the right to insist on the audited statement of the accounts of the licensee, so as to ascertain the amount of fee collected for the concerned course/programme.
- (ix) Copy rights in respect of the concerned course material are reserved with the VMOU.
- (x) The dispute shall be subject to the jurisdiction at Kota (Rajasthan) courts only.

Signature for and on behalf of VMOU

REGISTRAR, VMOU

Mahaveer Open University
Kota (Rajasthan)

Signature for and on behalf of licensee

REGISTRAR

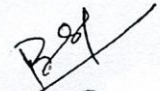
Pt. Sunderlal Sharma (Open)
REGISTRAR, PT. SUNDERLAL SHARMA (OPEN) UNIVERSITY,
University Chhattisgarh
BILASPUR (C.G.)

Witness on behalf of Pt. Sunderlal Sharma

(Open) University, Chhattisgarh, Bilaspur

Witness:

(with name and address)

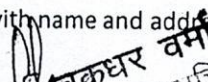
1.  Dr. Beena Singh, HIG-11/123, Narmada Nagar, Bilaspur (C.G.)

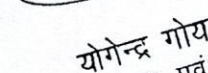
2.  Seemant Kumar, Pt. Sunderlal Sharma (Open) University Bilaspur (C.G.)

Witness on behalf of VMOU

Witness:

(with name and address)

1.  चक्रधर वर्मा
सहा. कुलसचिव
पा.सा.उ. एवं वि. विभाग

2.  योगेन्द्र गोयल
प्रभारी. पा.सा.उ. एवं वि. विभाग
व.म.खु.व., कोटा


Incharge
(M.P. & D.)
V.M.O.U., KOTA