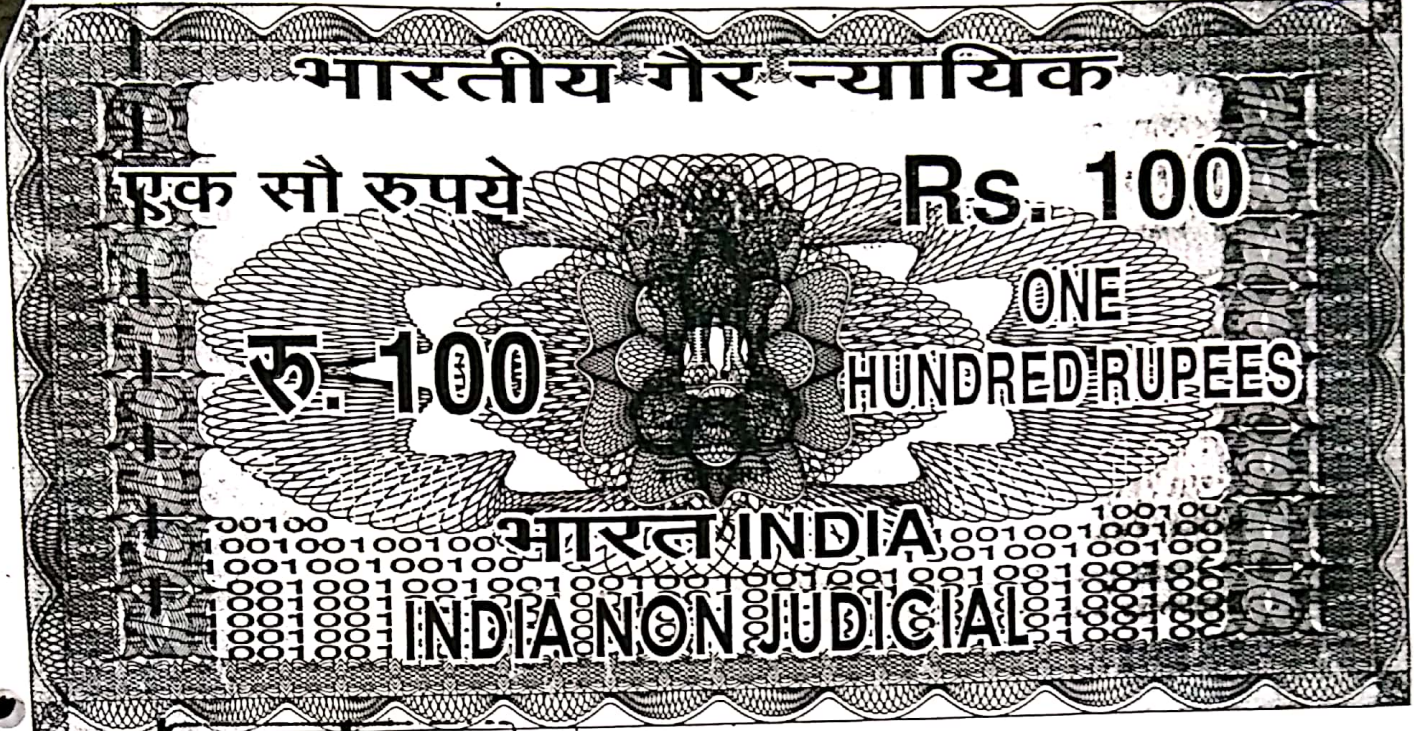


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महाराष्ट्र MAHARASHTRA

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27 JAN. 2020

मूद्रांक लिपिक/उप-लेखापाल
कोषागार कार्यालय, वर्धा.

AGREEMENT FOR ACQUISITION OF REPRODUCTION RIGHTS

An agreement is made on 17th day of February 2020 between Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Gandhi Hills, Wardha- 442001 (Maharashtra) 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.

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बर्धमान महावीर खुला विश्वविद्यालय
कोटा (राजस्थान)

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

काशर राज
कुलसचिव/1
बर्धमान महावीर
खुला विश्वविद्यालय
कोटा (राजस्थान)
WARDHA-4


NOW IT IS HEREBY AGREED AS FOLLOWS:

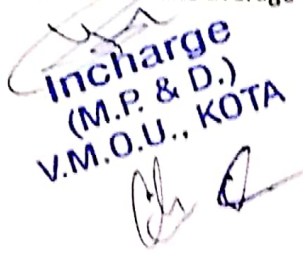
- (i) The licence is a licence to use the instructional material of VMOU, as specified in the sub-clause (ii) of this agreement, for use in the courses/ programmes offered by the licensee, for an initial period of One/ Three years, from the date of this agreement.
- (ii) VMOU hereby grants to the Licensee 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:

S.N.	Name of Programs	Course Code	Medium
1	Master of Journalism	MJ	Hindi
2	Master of Library and Information Science	MLIS	Hindi
3	Bachelor of Journalism	BJ	Hindi
4	Bachelor of Library and Information Science	BLIS	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.
- (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 " 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 Licensee University for the programmes for which the VMOU material is used. The average proportionate course fee


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 (गजस्थान)

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.

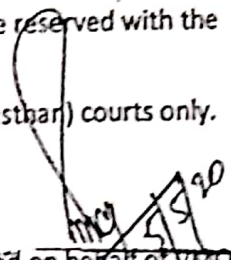
- (f) The fee collected from the students for the said programmes should not be less than the fee charged by the VMOU as per schedule II annexed herewith.
- (g) The Licensee University shall pay to VMOU, fifty percent of the amount of Licence Fee in advance, through Bank Demand Draft, at the time of 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.

[Handwritten Signature]
 वर्धमान ...
 कोटा (राजस्थान)

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

कार्यवाही
 महात्मा गांधी
 महात्मा गांधी अंतरराष्ट्रीय
 हिन्दी विश्वविद्यालय
 (M.A.P.D.H.A. - 442)

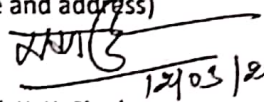
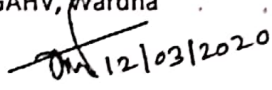
- (viii) VMOU reserves the right to insist on the audited statement of the accounts of the licensee, so as to ascertain the amount of fee collected for the concerned course/programme.
- (ix) Copy rights in respect of the concerned course material are reserved with the VMOU.
- (x) The dispute shall be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


 Signature for and on behalf of VMOU
 REGISTRAR, VMOU
 वर्धमान महावीर खुला विश्वविद्यालय
 कोटा (राजस्थान)

कादर नाज़
 Signature for and on behalf of licensee
 REGISTRAR, Mahatma Gandhi Antarrashtriya Hindi
 Vishwavidyalaya, Wardha

कुलसचिव/Registrar
 महात्मा गांधी अंतरराष्ट्रीय हिंदी विश्वविद्यालय
 Mahatma Gandhi Antarrashtriya
 Hindi Vishwavidyalaya
 कोटा / WARDHA- 442 001 (महाराष्ट्र)

Witness on behalf of M.G.A.H.V., Wardha
 Witness:
 (With name and address)

1. Prof. K. K. Singh
 In charge, D.D.E.
 MGAHV, Wardha

 12/03/2020
2. Dr. M.M. Mangodi
 Regional Director
 DDE, MGAHV, Wardha

 12/03/2020

Witness on behalf of VMOU
 Witness:
 (With name and address)

- 1.
- 2.


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