

महाराष्ट्र MAHARASHTRA

2019

VV 080964

16 JAN 2020

अ. नं. 28987 दि. 16 JAN 2020 रु. 100/- पैकी रु. MOU  
श्री. श्रीमती / सौ. अश्विनीका यशवंतराव चव्हाण सहा.  
पता मुक्ताविद्यापीठ - गंगापूर नाशिक  
हस्ते अश्विनीका  
सही *(Signature)*

TREASURY OFFICE NASIK  
06 JAN 2020  
STPHC ATO

श्री. सं. स. अमृतकर  
स्टॅम्प व्हाइसर नाशिक.  
(मु. वि. प. क्र. 903/2002)

### AGREEMENT FOR THE PURCHASE OF BRAOU HYDERABAD STUDY MATERIAL

This agreement is made and executed on 16<sup>th</sup> day of January 2020 between "YASHWANTRAO CHAVAN MAHARASHTRA OPEN UNIVERSITY, NASHIK" Maharashtra 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 Dr. B. R. Ambedkar Open University, Hyderabad (Telangana) represented by Registrar of the university (hereinafter called BRAOU and this expression shall include its successors and assignees) on the other part.

*(Signature)*

*(Signature)*

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- (1) Where as the Licensee Wishes to make use of the printed instructional material of BRAOU designed for the M.Sc. programmes by way of purchase on cost basis arrived by Dr.BRAOU from time to time.

**NOW IS HEREBY AGEED AS FOLLOWS**

- (a) This licensee is an instrument to use the instructional material of BRAOU, designed for M.Sc. for use in the following M.Sc. programmes offered the licensee for an initial of period three years from the date of entering this agreement.

**Master's Programme**

Sl.No.	Name of the programme	Course Title	Medium
1	M.Sc. – Physics	All Courses	English
2	M.Sc. – Chemistry	All Courses	English
3	M.Sc. – Botany	All Courses	English
4	M.Sc. – Zoology	All Courses	English

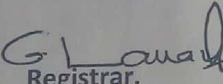
- (b) BRAOU Hereby grants to the licensee to use the BRAOU material for the enrolled student of the Licensee University only and a copy each of these material forms the part and parcel of this agreement document.
- (2) Whereas the BRAOU Licensee is desirous of placing orders with the BRAOU for supply of their requirement of Dr.BRAOU STUDY MATERIAL, published by BRAOU, now and in the future.
- (3) WHEREAS the BRAOU is authorized for BRAOU STUDY MATERIAL, and has confirmed their agreement to supply the material to the licensee on the following terms and conditions:
- (a) The licensee will issue a firm order in writing to the BRAOU.
  - (b) The BRAOU will issue a proforma invoice against the order and full advance payment will be made by the licensee, to the BRAOU.
  - (c) The order of licensee will be supplied immediately on availability from Dr. BRAOU and in any case within 90 days.
  - (d) The prices as fixed by Dr.BRAOU will be charged. Only original BRAOU study material will be supplied.
  - (e) The books will be supplied in part or in full as per availability.
  - (f) No amendment to change, waiver or discharge any provision of this agreement shall be valid unless in writing and signed by an authorized representative of each of the parties.
  - (g) The licensee shall pay to BRAOU the licensee fee using its material. The licensee University shall have to pay the actual cost of the books / course material arrived by BRAOU. Further, the Licensee University has to collect the books / course material at BRAOU campus only, and shall have to make their own arrangements for packing and transportation up their campus.
- (4) Any breach of this agreement shall, at the BRAOU'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 BRAOU a certificate of destruction and refrain from making use of the material.
- (5) 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 material among its enrolled students only.
- (6) 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 of the licensee university.
- (7) At the expiry of the term this licensee/at the termination of the license, the licensee shall either return or destroy the material. The licensee university shall not use the

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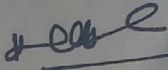
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Material for any purpose in any manner and if it is found that the licensee is using the material after the expiry period, the appropriate recourse to a court of law shall be taken.

- (8) The licensee shall not use these course materials for any purpose other than academic. Further, it shall not employ any mode of distributing / delivering the licensed material than printed (physical/book) form. In other words, it shall neither be web-hosted nor distributed in the form of soft copies to the target learners of the licensee institution i.e., YCMOU.
- (9) Both parties hereto agree that any dispute arising out of this MOU shall be settled mutually through discussions and that in the event of their failure to settle the dispute; the matter shall be referred to sole Arbitrator appointed by Dr. BRAOU within the jurisdiction of twin cities of Hyderabad & Secunderabad, Telangana State.

  
Registrar,  
Dr. B. R. Ambedkar Open  
University, Hyderabad  
**REGISTRAR**  
Dr. B. R. AMBEDKAR OPEN UNIVERSITY  
JUBILEE HILLS, HYDERABAD-500 033.

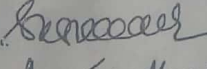
(G. LAXMA REDDY)

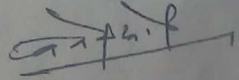
  
Registrar  
Yashwantrao Chavan  
Maharashtra Open University,  
Nashik

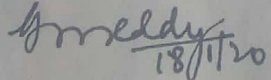
(D. Neshu Bhonde)  
Registrar  
Yashwantrao Chavan Maharashtra  
Open University, Nashik-422 222

Witness on behalf of  
Dr. B. R. Ambedkar Open  
University, Hyderabad

Witness on behalf of  
Yashwantrao Chavan  
Maharashtra Open university  
Nashik

1)  18-01-20  
A. Sudhakar

  
1) (Virek Oak Deputy, Registrar)  
YCMOU

2)  18/1/20  
(G. Malla Reddy)

2) P. H. S. Maddy 18-01-2020  
(P. Madhusekhara Maddy)