

AGREEMENT FOR THE PURCHASE OF DR. BRAOU STUDY MATERIAL

This agreement is made and executed on *May*, 2017 between "School of Distance Learning and Continuing Education, KAKATIYA UNIVERSITY, WARANGAL, 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 State represented by the Registrar of the University (hereafter called BRAOU and this expression shall, include its successors and assignees on the other part.

Where as the Licensee wishes to make use of the printed instructional material of BRAOU designed for the B.Ed. course by way of purchase on cost basis arrived by Dr.BRAOU from time to time.

NOW IT IS HEREBY AGREED AS FOLLOWS

(a) THIS LICENSEE is an instrument to use the instructional material of BRAOU, designed for B.Ed. for use in the course programmes offered by the licensee for an initial period of three years from the date of entering this agreement.

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- (b) BRAOU Hereby grants to the licensee to use the BRAOU material for the enrolled students of the licensee University only and a copy each of these material from the part and parcel of this agreement document.
- (II) WHEREAS the 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.
- (III) WHEREAS the BRAOU is authorized for BRAOU STUDY MATERIAL, and has confirmed their agreement to supply the Study 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 orders 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, or change, waiver or discharge at 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 to their campus.
- (IV) 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.
- (V) The licensee 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.
- (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 this license/at the termination of the license, the licensee shall either return or destroy the material. The Licensee University shall not use the material

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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

(VIII) Both the 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.

Signature for and on behalf of. Registrar, B.R. A.O.U, Hyderabad REGISTRAR

Dr. B.R. AMBEDKAR OPEN UNIVERSITY JUBILEE HILLS, HYDERABAD, A.P.

Witness on behalf of Dr. B.R. Ambedkar Open University, Hyd. (With name and Address)

Line 1). Nector, Academic, Du-Balton, Hyd.

2). Meldy G. Mila Reddy Officer-In-charge Material Production Branch Dr. B. R. A.O.U. Hyd.

Signature for and on behalf of Registrar, Kakatiya University, Warangal

Registrar KAKATIYA UNIVERSITY WARANGAL- 506009

Witness on behalf of School of Distance Learning and Continuing Education, Kakatiya University Warangal (With Name and Address)

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2). Il ann I. DY. V. RAMCHANDROM ASSO. PRO fessos SDLCE K.U. WARANGAL.