

Ref No. IGNOU/PLNG/99/47(u)/1819  
May 11, 1999

To,

Sh.E. Chandraiah  
Registrar  
Dr.B.R.Ambedkar Open University  
Prof. G. Ram Reddy Marg  
Road No. 46, Jubilee Hills  
Hyderabad 500 033 (AP)

Dear Sir,

This has reference to your letter No. 144/DC/98-99 dated 10.10.99. I am enclosing herewith the original copy of the Agreement duly signed by the competent authority at IGNOU. Kindly acknowledge it.

Thanking you,

Yours Sincerely,

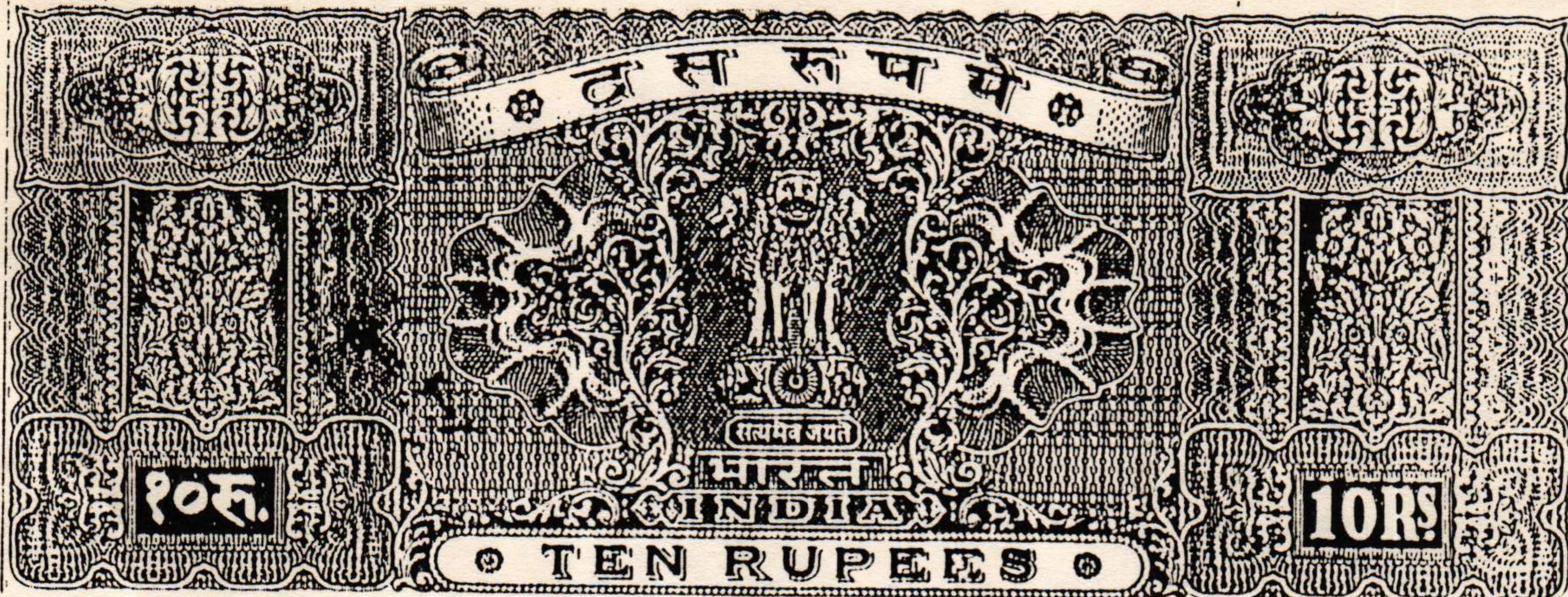


(Rami Pratap)

Encl : as above

yogita/sunil

10 Rs.



S. No. 8745 11/10/81 110 1198 115 1/2

Serial No. U. 8261/81 Baleshwar Dewaji No. 40.

Original No. R. G. D. 1/81 Dr. B. R. Ambedkar Open University No. 40

M. GHORSE  
B.R.O. S.R. 1/81  
Hyderabad.

**AGREEMENT FOR ACQUISITION OF REPRODUCTION RIGHTS**

An agreement is made on 9th day of October One thousand nine hundred ninety eight between Dr. B. R. Ambedkar Open University, Road No. 46, Prof. G. Ram Reddy Marg, Jubilee Hills, Hyderabad-500 033 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 Jiddina Gandhi National Open University, Malda Road, New Delhi-110 068, represented by the Registrar of the IGNOU (hereinafter called "IGNOU" 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 IGNOU 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 IGNOU has the right to grant licence for such purposes.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

- (i) The licence is a licence to use the instructional material of IGNOU, 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) IGNOU hereby grants to the Licensee acquisition of reproduction rights of the following IGNOU material for use of the reproduced material among the enrolled

*[Signature]*  
**REGISTRAR**  
Dr. B. R. Ambedkar Open University  
Road No. 46, Jubilee Hills  
HYDERABAD-500 033.

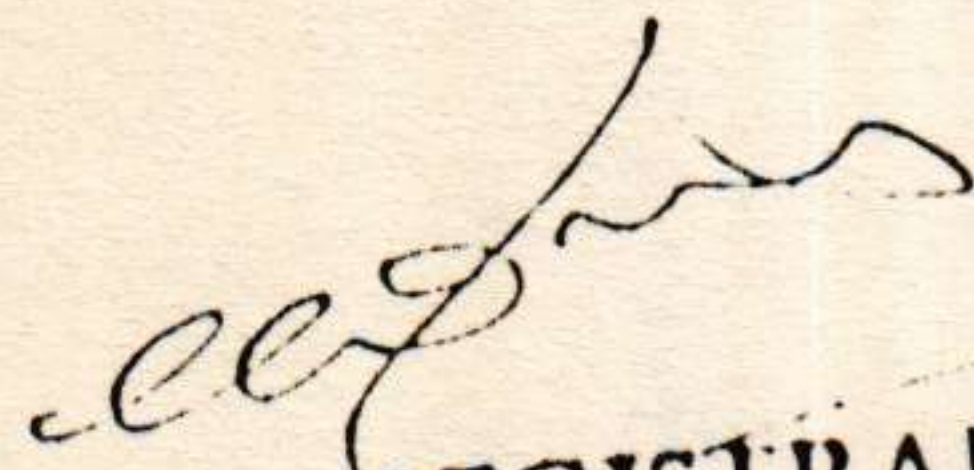
*[Signature]*  
के. जे. प्रसाद राव  
**K. J. S. PRASADA RAO**  
हजमचिव/Registrar  
इन्दिरा गांधी राष्ट्रीय दूर शिक्षण संस्थान  
Indira Gandhi National Open University  
20-A, Malviya Nagar, New Delhi-110 068

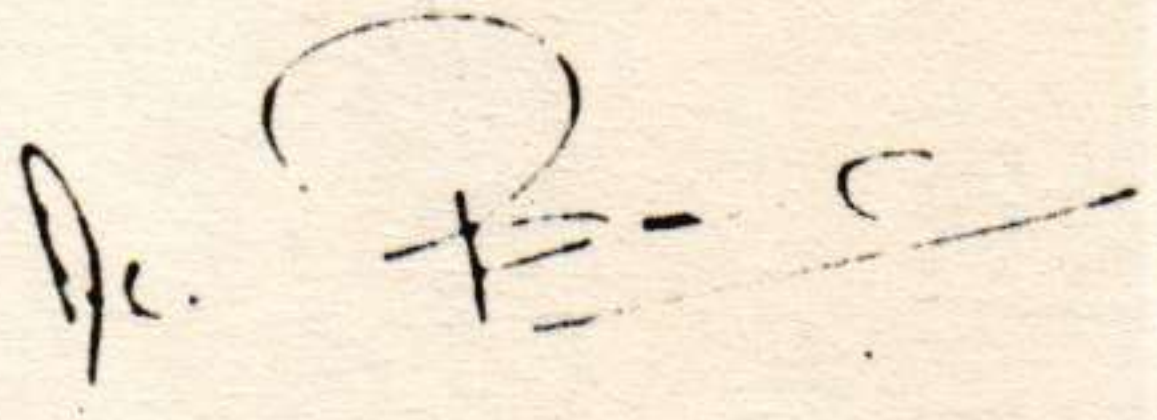
students of the Licensee University only, and a copy each of these material forms the part and parcel of this agreement document:

TOTAL COURSE MATERIAL FOR CERTIFICATE PROGRAMME IN COMPUTING (CIC).

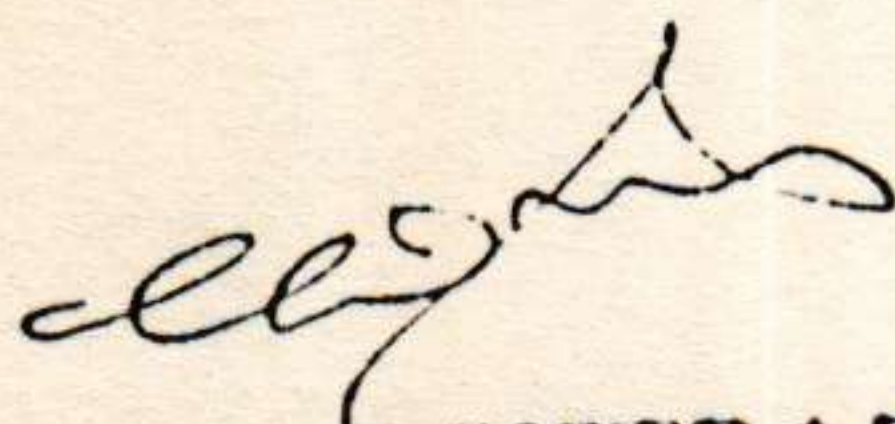
(iii) The following terms and conditions govern the licence hereby granted:

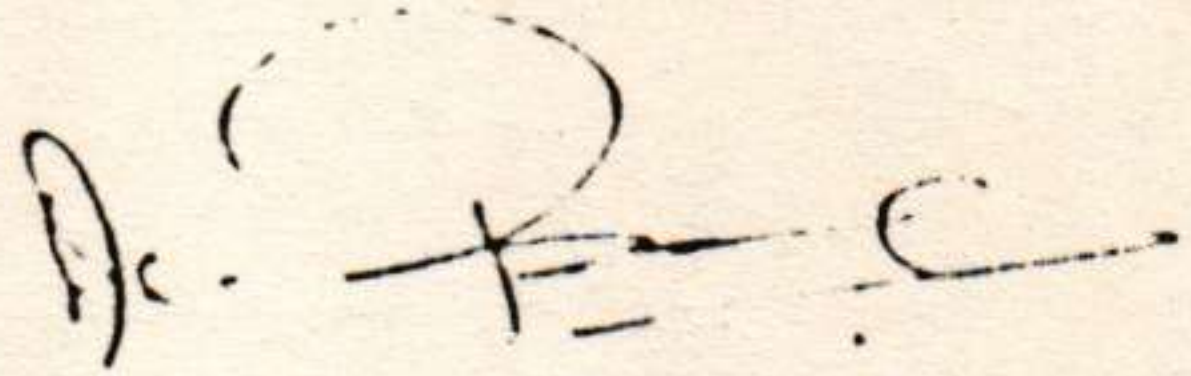
- (a) The licensee shall seek the reproduction rights of a complete course material. The reproduction right shall not be applicable for a block and/or unit. The IGNOU will supply to the licensee a hard copy of all the blocks of the said course printed by IGNOU to be used by the licensee as a copy for 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 IGNOU, 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 IGNOU.
  - (iv) Printing of the logo of the licensee in addition to that of IGNOU.
- (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 IGNOU study material in respect of quality of paper and printing, cover printing, etc.

  
REGISTRAR  
Dr. B.R. Ambedkar Open University  
Road No. 46, Jubilee Hills  
HYDERABAD-500 033.

  
K. J. S. PRASADA RAO  
Registrar  
Dr. B.R. Ambedkar Open University  
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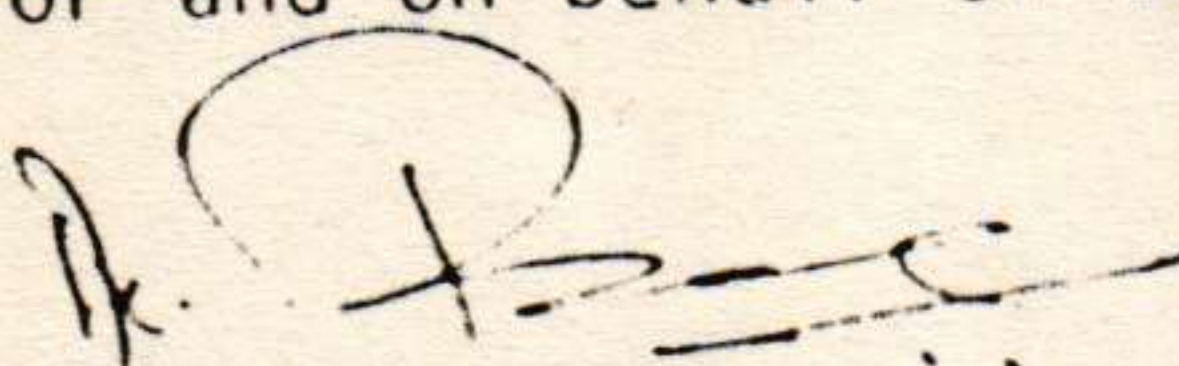
- (e) The licensee shall pay to IGNOU the "Licence fee" for using its material. The amount of Licence Fee shall be equivalent to 10% of the course fees collected every year by the licensee University for the programmes for which the IGNOU material is used. The average proportionate course fee shall be 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 IGNOU programme structure. The programme structure along with the requisite courses and blocks, as prescribed by the IGNOU, is given in schedule I enclosed herewith. The IGNOU has the right to change the amount of Licence fee and this shall be governed as per the policies of the IGNOU on the date.
- (f) The fee collected from the students for the said programmes should not be less than the fee charged by the IGNOU as per schedule II annexed herewith.
- (g) The Licensee University shall pay to IGNOU, 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 IGNOU 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 IGNOU. The Licensee university shall periodically inform its annual enrollment for the said course.
- (h) The licensee, while using the printed instruction material of IGNOU, may use along with it the supportive audio-video cassettes prepared by IGNOU which are available on the sale with the agencies authorized by IGNOU.

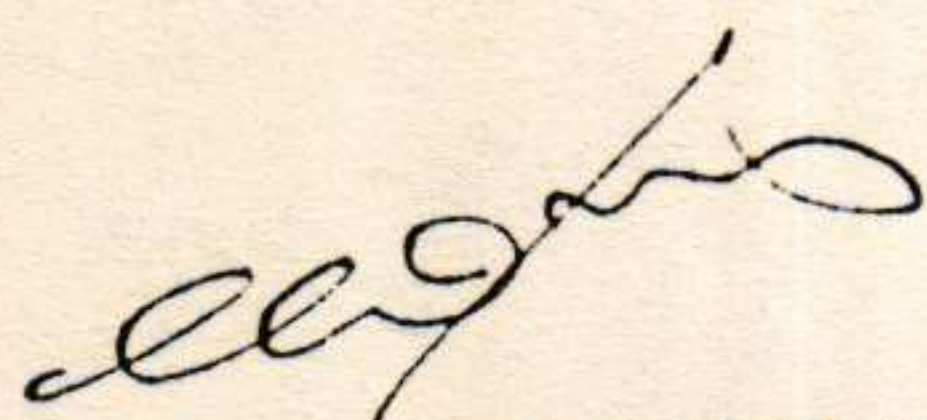
  
REGISTRAR  
Dr. B.R. Ambedkar Open University  
Road No. 46, Jubilee Hills  
HYDERABAD-500 033.

  
K. S. SUNDAR RAO  
Registrar  
Dr. B.R. Ambedkar Open University  
Jubilee Hills - 500 033 - 68

- (iv) Any breach of this Agreement shall, at the IGNOU's discretion, 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 IGNOU 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 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.
- (viii) IGNOU reserves the right to insist on the certificate of the auditors of the licensee, 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 IGNOU.
- (x) The dispute shall be subject to the jurisdiction of Delhi courts only.

Signature for and on behalf of IGNOU

  
REGISTRAR, IGNOU

  
REGISTRAR  
Dr. B.R. Ambedkar Open University  
Road No. 46, Jubilee Hills  
HYDERABAD-500 033.

क. ज. एस. प्रसाद  
K. J. S. PRASADA R.O  
कुलपति/Registrar  
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय  
Indira Gandhi National Open University  
एन.टी. रोड, अहमदाबाद-380 015

Signature for and on behalf of licensee

*[Handwritten Signature]*  
REGISTRAR  
DR. B. R. AMBEDKAR OPEN UNIVERSITY  
Road No. 46, Jubilee Hills  
HYDERABAD-500 033.

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

Witness:

(With Name and address)

1. *[Handwritten Signature]* 9/10/98  
(Dr. N. Venkata Narayana)  
Associate Prof. of Maths, D.B.R.AOU.  
Hyd-500 033

2. *[Handwritten Signature]* 9.10.98  
(Dr. M. Sankar Raj)

DEVELOPMENT OFFICER  
Dr. B.R. Ambedkar Open University  
Road No.46, Jubilee Hills  
HYDERABAD- 500 033.

Witness on behalf of IGNOU

Witness:

(With name and address)

1. *[Handwritten Signature]*  
Dr. C. GUNAPATI  
Planning & Development Division  
Indira Gandhi National Open University  
Maidan Garhi, New Delhi-110068

2. *[Handwritten Signature]*  
(Mr. Sankar)  
Planning & Development Division  
Indira Gandhi National Open University  
Maidan Garhi, New Delhi-110068