

As

Email: directormp@braou.ac.in

Fax: 0091-40-23544830



**Dr. B.R. AMBEDKAR OPEN UNIVERSITY**  
**MATERIAL PRODUCTION BRANCH**  
Road # 46, Jubilee Hills, Hyderabad - 500 033- INDIA

**G.MALLA REDDY**  
**OFFICER IN-CHARGE**

Phone :(O) 23544832, 23680370

No. 140/MPB/SMH/2019-20.

Date: 19-08-2019

**U.O.NOTE**

**Sub:** MPB- Sale of M.Sc.Course material to Uttarakhand Open University - Submission of Original Agreement Copy - Reg. ##

The original copy of Agreement entered into between Uttarakhand Open University and Dr.BRAOU for M.Sc.Course material is enclosed for record purpose. Another original copy of the agreement will be sent to the Registrar, Uttarakhand Open University.

*AR PA (checked) to file  
19/8*

*G. Malla Reddy*  
**Officer In-charge**

Encl: As above.

To

The Registrar,  
Dr B.R.Ambedkar Open University,  
Jubilee Hills,  
Hyderabad.

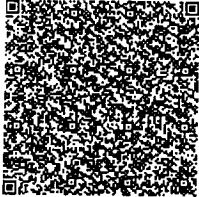


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttarakhand

## e-Stamp

Certificate No. : IN-UK25975211302107R  
Certificate Issued Date : 19-Jul-2019 11:53 AM  
Account Reference : NONACC (SV)/ uk1217304/ HALDWANI/ UK-NT  
Unique Doc. Reference : SUBIN-UKUK121730454035120958750R  
Purchased by : REGISTRAR UTTARAKHAND OPEN UNIVERSITY HALDWANI  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : NA  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : REGISTRAR UTTARAKHAND OPEN UNIVERSITY HALDWANI  
Second Party : NA  
Stamp Duty Paid By : REGISTRAR UTTARAKHAND OPEN UNIVERSITY HALDWANI  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



-----Please write or type below this line-----

### AGREEMENT FOR THE PURCHASE OF DR.BRAOU STUDY MATERIAL

This agreement is made and executed on <sup>19<sup>th</sup></sup> day of July, 2019 between "UTTARAKHAND OPEN UNIVERSITY", Teenpani Bypass, Haldwani, Nainital, Uttarakhand, 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 the Registrar of the University (hereinafter called **BRAOU** and this expression shall include its successors and assignees) on the other part.

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

- (I) 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 IT IS HEREBY AGREED 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 by the licensee for an initial of period three years from the date of entering this agreement.

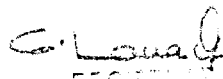
Master's Programme

Sl. No.	Name of the Programme	Course Title	Medium
1	M.Sc. - Environmental Sciences	All Courses	English
2	M.Sc. - Botany	All Courses	English
3	M.Sc. - Chemistry	All Courses	English
4	M.Sc. - Physics	All Courses	English
5	M.Sc. - Zoology	All Courses	English

- (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 forms 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:
- The Licensee will issue a firm order in writing to the **BRAOU**.
  - The BRAOU will issue a proforma invoice against the order and full advance payment will be made by the Licensee, to the **BRAOU**.
  - The orders of Licensee will be supplied immediately on availability from Dr.BRAOU and in any case within 90 days.
  - The prices as fixed by Dr.BRAOU will be charged. Only original BRAOU Study Material will be supplied.
  - The books will be supplied in part or in full as per availability.
  - 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.
  - 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**

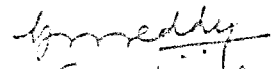
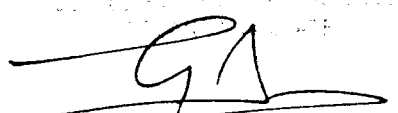
packing and transportation up to their campus.

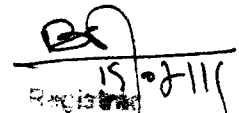
- (IV) Any breach of this agreement shall, at the BRAOU's discretion, render the license null and void. In such circumstances the Licensee shall destroy all reprint copies made and show proof of such destruction by submitting to BRAOU a certificate of destruction and refrain from making use of the material.
- (V) The 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.
- (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 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) 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  
BRAOU, Hyderabad.

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

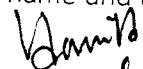
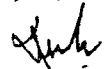
Witness (With name and address)

- 1)   
G. Malla Reddy  
OFFICER IN CHARGE  
WATER SUPPLY DEPARTMENT  
DR. B. R. AMBEDKAR OPEN UNIVERSITY  
HYDERABAD
- 2)   
(G. SUBBARAO)  
OFFICER IN CHARGE  
WATER SUPPLY DEPARTMENT  
DR. B. R. AMBEDKAR OPEN UNIVERSITY  
HYDERABAD

  
Signature for and on behalf of  
Uttarakhand Open University  
Uttarakhand.

Witness on behalf of  
Uttarakhand Open University  
Uttarakhand

Witness (With name and address)

- 1)   
Dr. H. C. Joshi  
Dept. of Foresty & Env. Sc  
UOU, Haldwani
- 2)   
Dr. D. K. Mishra  
UOU, Haldwani