

WHEREAS

- A. The Parties are interested in working together in connection with the Purpose which is described in this Agreement.
- B. This Agreement sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- C. Each Party respectively is expected to act in good faith in accordance with this Agreement.

NOW THEREFORE IN CONSIDERATION OF the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

(1) PROJECT AND PURPOSE

- a) The agreement intends to investigate the prospect of working together and/or to actually work together on a project which will be referred to as providing books in PDF format.
- b) The agreement has the following purpose:
 - i. The Publisher will provide the Self Learning Material in PDF format for all the subject codes it has. The sum of amount of Rs 2,50,00,000/- (Two Crore Fifty Lakhs Only) plus all applicable govt taxes including GST shall be given/paid to the Publisher in five years. No extra amount will be given thereafter after the completion of five years.
 - ii. The university shall pay 50% of Advance payment of total amount as mentioned above at the time of agreement signing to the Publisher, 30 % amount shall be given/paid in the Month of April 2023 and rest of 20% amount shall be paid after six months.
 - iii. The Copyright of Self Learning Material in PDF shall be reserve with the Publisher Only.
 - iv. For any updations / editions / deletions, charges shall be borne by university and payment for this updations shall be made in advance by the university to the Publisher.
 - v. The Self Learning Material in PDF files being the copyright of the publisher, will be used by The University solely for the purpose of educational material for students enrolled by the University for its Distance Education Program only. They will not be used by any of its center, partners, agents, dealers, distributors, retailers, family members, affiliates and anyone acting on its behalf either in printed form or digital/ pdf forms. The printing work shall be given to the Publisher only for printing of the Self Learning Material in PDF for



any other purpose other than education material for student enrolled by the university.

(2) BINDING

- a) The Parties hereby acknowledge and agree that the terms of this Agreement are intended to be legally binding on the Parties hereto.
- b) The contents of this agreement are not meant to be disclosed to any third party.
- c) In case of breach, Indian Laws shall apply.

(3) CHANGES TO AGREEMENT

- a) This Agreement may be amended at any time by mutual consent.
- b) Any changes to this Agreement must be made in writing and signed by the Parties.

(4) CONFIDENTIALITY

- a) The Parties each hereby acknowledge and agree that in connection with this Agreement, they may have access to information that is confidential and/or commercially valuable to one or more of the other Parties ("Agreement **terms and conditions**").

(5) TIMING AND DURATION OF PROJECT

- a) This Agreement will be valid for five years.
- b) This agreement can be extended on terms as decided mutually.

(6) CONSEQUENCES OF TERMINATION

- a) The Parties may terminate this Agreement preferably by mutual consent. In the absence of mutual consent, this agreement can be terminated after giving three months' notice in writing and communicated through the modes that are acceptable in courts.
 - i. Upon completion of the notice period, both parties shall stand discharged from their respective obligations as set out in this agreement.

(7) COSTS

Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Agreement and in connection with the performance of its obligations under this Agreement.



(8) AMENDMENTS

Any change, alteration, amendment, or modification to this Agreement must be in writing and signed by authorized representatives of both Parties.

(9) DISPUTE RESOLUTION

Any dispute(s) arising out of this Agreement shall, as far as possible, be settled amicably between the Parties hereto failing which the Indian Laws shall apply and jurisdiction shall be Meerut (U.P.):


21/03/2023

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Swami Vivekanand Subharti
University, Meerut-250005

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Subharti University
MEERUT

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