

AGREEMENT

MEMORANDUM of Agreement made this _____ day of _____ between the National Council of Educational Research and Training, NIE Campus, Sri Aurobindo Marg, New Delhi – 110 016 (hereinafter called the NCERT) which expression shall, wherever the context so admits, include its legal representatives, successors and assigns of the first party and the _____ (hereinafter called the Licence Holder Publisher) which expression shall, wherever the context so admits, include its successors and assigns of the second party.

WHEREAS the _____ has requested for grant of Copyright for the books mentioned as detailed below, the NCERT grants copyright to State /UT Agency _____ for the subject books for the academic session _____ in English/Hindi/Urdu languages, subject to the terms and conditions mentioned in this agreement.

| Sl.No | Name of the books | Class |
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The NCERT is the sole owner of copyright of the WORK and is desirous of having it published by the _____ (Name of the Licence Holder Board/Agency) on the terms and conditions specified here below:

1. The permission of the Council shall be granted for adoption of each book in entirety each year separately for the latest curriculum/syllabi.
2. In case any new chapter/lesson is introduced/incorporated by the licence holder State agency, subject to approval by NCERT, the said portion should be marked and separated by fly leaf clearly demarcating the original NCERT text and the additional matter incorporated by the licence holder. The details of such incorporated portion should be mentioned on the prelim pages as well. Further no new chapter/lesson is to be introduced/incorporated without obtaining prior approval of the NCERT. The Licence Holder State Agency shall indemnify and keep the NCERT indemnified, for all times, against liability, suit, claims, or any kind of litigation ensuring and resulting from the additional matter incorporated or from translation from the original English version by the Licence Holder to any regional language(s).
3. The sale and distribution of the adopted edition of the NCERT books should be confined to the respective license holder State/UT only.
4. The license holder State/UT will be the licence holder of the adopted/adapted edition of NCERT books. In no circumstances the publishing rights be transferred to any other agency. The copyright of the title will exclusively vest with the NCERT, notwithstanding adaptation in the books by the licence holder. A mention of NCERT copyright availed by the licence holder on the imprint page along with NCERT logo be printed by the State/UTs

5. The sale price of the edition produced by the licence holder State/UT agency should be at par with the corresponding English/Hindi/Urdu edition of the NCERT as far as possible. Variation in price, if any, should not be more than 10% of the sale price of the corresponding NCERT edition. If the licence holder State/UT wants to translate the books into their regional language(s), they shall obtain prior permission from NCERT.
 - i) However, the NCERT will not be responsible for the accuracy, quality and contents of the translated version of the books.
 - ii) Therefore, a Committee may be constituted by the State concerned to check the quality of the translated version and NCERT will provide academic experts to this Committee including a member from the NCERT. These experts will be nominated from subject areas as per requirement
6. The cover of the license holder State/UT edition will be distinctly different from the book cover of NCERT editions. The licence holder State/UT agency shall not allow any other party to reproduce any portion from their edition of NCERT books.
7. Due acknowledge should be given to the author(s) of the book(s) and the NCERT at a prominent place in the licence holder State Government editions/UT Agency edition, preferably on the inner title page/imprint page. The title page should also highlight the collaboration of NCERT with the State Government/agency prominently. Further, the Copyright of the NCERT shall clearly be printed on the imprint page of each copy of the book.
8. The production quality of printing, illustrations, layout, size, etc. should be reasonably good. Only good quality of printing paper including cover paper should be used, such as 80 GSM text paper and 220 GSM Cover Paper. Other technical guidelines should be at par with NCERT norms.
9. The NCERT shall be informed by the licence holder State/UT the number of copies proposed to be printed by them for each edition in the following format. Two complementary copies of each edition of the books are to be sent to the Head, Publication Division, NCERT for evaluation of the quality with reference to Clause 8 of the agreement.

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| S.N . | Name of the title | Enrolment figure for the year | MR P | Quantity printed during the year | Total amount | Royalty amount |
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The request for granting copyright to the licence holder State/UTs shall be entertained only after clearing the royalty due pertaining to the previous year.

- 10.** Licence Holder State/UTs agencies will have to pay licence fee on the total values of their print order (on MRP) to NCERT as per details given below:

| Class | Adoption/adaption in English/Hindi and Urdu | Translation in languages other than English, Hindi and Urdu |
|-------|---------------------------------------------|-------------------------------------------------------------|
| | 5% | 5% |

- 11.** The Word 'Copyright' for the listed textbooks/books _____ including the right of the translation in regional languages will vest with the NCERT in perpetuity.

12. If any difference or dispute arises between _____ (Second party) and the NCERT (first party) relating to this Agreement, either party may approach the Secretary, NCERT and the matter will be referred to a sole arbitrator appointed by the Secretary, NCERT (first party) and the award given by the sole arbitrator will be final and binding on both the parties. Both the parties further agree that all disputes/claims shall be subject to the jurisdiction of Courts in Delhi only.

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13. In case of any dispute arising out of this Agreement such dispute will not be allowed to hamper the publication of the mentioned books and the NCERT in such eventuality will proceed with the publication pending the arbitration of the dispute.

Now, it is hereby mutually agreed the above mentioned terms and conditions.

I, _____ after reading the above mentioned Terms and Conditions and having understood the content of this Agreement do sign it on this day _____ of _____ 20...

Witness 1 _____ Signature; _____

2. _____ Name; _____

Address: _____

(Official Stamp)

I, _____, Secretary, NCERT, on behalf of

NCERT do sign this Agreement on this day _____ of _____ 200

Signature; _____

Name; _____

Address: _____
