



राष्ट्रीय प्रौद्योगिकी संस्थान मेघालय

NATIONAL INSTITUTE OF TECHNOLOGY MEGHALAYA

FORM – IP/9

Letter of Agreement for Developing Educational material maintained by a Private Firm

(Use PART 1 or PART 2 as the case may be)

This agreement is between National Institute of Technology Meghalaya (the provider organization) and/or provider subject matter expert(s) _____ [name(s)], jointly called the first party, and the recipient organisation _____ the second party.

Part 1 : Hiring and Licensing a firm

1. The Educational Material that is covered by the agreement includes _____ (description of the material) which is considered as proprietary material of the subject matter expert(s) provider and NIT Meghalaya.
2. The provider subject matter expert and NIT Meghalaya shall be free, in their sole discretion, to distribute the materials to others and to use it for their own purpose.
3. The subject matter experts undertake that utmost care has been taken to avoid any copyright infringement while developing the educational material except the amount permissible as governed by fair use.
4. The second party will be paid an amount of Rs. _____ for the period _____ months/years for (i) maintaining, (ii) distributing, (iii) popularizing and (iv) marketing (tick the correct choice) the educational material stated above. The second party agrees to work only in the mode of expression for the purpose assigned to it as mentioned above. Whatever may be the mode of expression, the second party also agrees to ensure that it will restrict unauthorized copying of the materials.
5. If the materials are available in internet, the second party must display “Terms and Conditions” for use of the materials and “Disclaimer Policy” in regard to warranty in the home page of the website. The reliability, consistency, speed and security of the materials in internet is hereby ensured by the second party in accordance with discussion with subject matter experts (documented in the minutes of meeting no. _____, dated _____). However, the second party may mention its identity by describing as “maintained by _____”, “marketed by _____” as the case may be. The second party further agrees to provide the feedback from the readers to the subject matter experts.
6. The second party is not permitted to modify any content in the supplied materials by themselves or through a third party during or after termination of this agreement. The subject matter expert or any other person authorized by NIT Meghalaya has the right to modify the contents of the materials as and when need arises.
7. The second party will return the materials to the first party after termination of this agreement.
8. The agreement can be cancelled by either party at any point of time.

Part 2 : Selling to a firm

1. The educational material that is covered by the agreement includes _____ (description of the material) which is considered as proprietary material of the subject matter expert(s) provider and NIT Meghalaya.
2. The second party will pay an amount of Rs. _____ to the first party for obtaining legal right of copyright of the material mentioned above for maintaining, distributing, popularizing and marketing in the form (i) print media, (ii) multimedia and (iii) internet. The second party agrees to deal in the mode mentioned above and not in any other mode.
3. The second party is permitted to modify the contents of the supplied materials either through the subject matter expert or a third party on payment basis.
4. The subject matter expert and NIT Meghalaya have the moral right to be recognized as the creator.
5. The subject matter experts undertake that utmost care has been taken to avoid any copyright infringement while developing the educational material except the amount permissible as governed by fair use.

Part 3: Dispute resolution

1. Any dispute including but not limited to breach of contract so described in the Agreement arising from or in connection with the Agreement shall be resolved exclusively in the competent courts as herein mentioned in the present agreement, and each Party to this Agreement hereby submits irrevocably to the jurisdiction of courts of Shillong.

2. If agreed by the parties, the same can be solved by arbitration governed by the Arbitration and Conciliation Act, 1996 or any amendments thereto, the seat and venue for the arbitration proceedings being mutually decided and the language being English and/or local language understandable by either the Parties or local representatives of the Parties. Further, the parties much mutually agree with the appointment of the Arbitrator exclusively in the jurisdiction of Shillong.

Provided the dispute shall first be attempted to be consolidated through mediation and resolved in accordance to the laws of the land. If within 90 days the dispute is not resolved by the mediation body, the dispute will be subjected to be resolved by arbitration.

This agreement is signed on _____ between:

NIT Meghalaya

Organization:

(Name of signatory)

Designation: Dean (R & C)

Address: National Institute of Technology
Meghalaya, Bijni Complex, Shillong 793003

(Name of signatory)

Designation

Address