

MEMORANDUM OF UNDERSTANDING

This Memorandum is made on this Day of October 10, 2018 By & Between

THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE acting through its department, Cambridge University Press, having its principal office at University Printing House, Shaftesbury Road, CB2 8BS (Hereinafter referred as Publisher) which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, representatives, nominees, executors, administrators and permitted assigns) of the One part


and

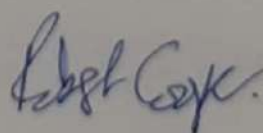
Netaji Subhas Open University represented by the Director, School of Humanities, and having its principal office at, DD-26, Sector-I, Salt Lake, Kolkata, West Bengal-700064 (Hereinafter referred as University) which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, representatives, nominees, executors, administrators and permitted assigns) of the Other Part.

The Parties are therefore desirous of recording the nature and scope of the Services and all other parameters related thereto in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- It is mutually agreed between the parties that the publisher shall Co-publish the book titled " English Poetry Compendium " meant for postgraduate students of the University during the term of the Agreement on the following conditions.
- Statement of specifications (Annexure- 1) for printing of the books (2400 copies, quality of paper used for text, card used for cover, type of printing as to whether multi -colour or single colour and type of binding) shall form part of this Agreement.
- Publisher shall supply the manuscripts of the material to University for editing. The University shall subsequently provide the edited, full and final manuscripts to the Publisher for final printing.
- Before the final printing of the book the Publisher shall take the approval from the University for the text, preliminary pages and the cover.
- Publisher hereby undertakes that information in the book has been obtained from secured sources believed to be reliable and is correct to the best of their knowledge.
- The University shall in no event be liable for any errors, omissions, disputes on intellectual property, or any damages or loss whatsoever manner caused to any person, whether the purchaser of the book or not and disclaim any implied warranty or fitness for any particular use.


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- Notwithstanding the above, either party may terminate this Agreement without cause upon giving at least ninety (90) calendar days' written notice to the other party. For the avoidance of doubt, such termination shall be at no cost to either party, other than the respective rights and liabilities of the parties that have accrued prior to the date of termination

Assignment:

- This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and assigns; provided that this Agreement may not be assigned in whole or in part by either Party without the written consent of the other.

Governing Law & Jurisdiction:

- If any dispute arises between the parties in connection with this Agreement, then the parties shall attempt in good faith to settle it by negotiation. Failing such negotiation, the parties agree and submit to the jurisdiction of courts at New Delhi.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DAY
 MONTH AND YEAR FIRST



Signed & Executed On Behalf of Publisher

Witness:

1 SAMANTHA MORPETH 29 OCT 18
 2 DEBBIE WILKINSON Davollan 29-10-18

On behalf of University

Witness:

1 (SACHINDRA CHANDRA KAR, F.O.) Des 29-10-2018
 2 (DEBANJAN GHOSHAL, A.O.) Ghosha 29/10/2018
 Finance Officer
 Netaji Subhas Open University



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