

(On Non-Judicial Rs. 100/- Stamp Paper)

AGREEMENT

This **Agreement**, hereinafter referred to as the “**Agreement**” is made at New Delhi on the _____ day of _____ 2014.

BETWEEN

Indira Gandhi National Open University, a University validly created under the Indira Gandhi National Open University Act, 1985 (hereinafter referred to as “**IGNOU**”) having its principal office at Maidan Garhi, New Delhi through its authorised signatory, the Registrar, which expression unless repugnant to the context or the meaning thereof shall include its permitted assigns and successors;

AND

_____ (Name of Contractor / Sole Proprietorship / Company / Partnership) hereinafter referred to as the “**Printer**”) having its registered / principal office at _____ through its authorised signatory which expression unless repugnant to the context or the meaning thereof shall include its permitted assigns and successors;

Collectively referred to as the “**Parties**”;

Whereas IGNOU is an autonomous University created by an Act of Parliament with a view to democratise education and disseminate knowledge through novel techniques and methodologies for the benefit of large sections of the society;

Whereas, IGNOU in the course of its activities, grants contract to Printer for undertaking printing jobs and assignments in connection with the activities undertaken by IGNOU.

Whereas, the Printer has been selected/approved for award of contract, for printing work, hereinafter referred to as the “**Contract**”, for a period of _____ months/years in accordance with letter No. _____ dated _____.

Whereas the Printer and IGNOU desire to define their respective rights and obligations with respect to the Contract and its execution;

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants, IGNOU and the Printer hereby agree as follows:-

1. The Parties have agreed that the Contract shall be executed and implemented by the Printer with effect from the signing of this Agreement and the Printer’s appointment shall remain in force for _____ months / years from the signing of this Agreement.

2. The Parties have further agreed that the Contract shall be executed in accordance with the Terms and Conditions as laid down in the General Conditions of Contract for Printers as Annexure to this Contract in **Annexure-IV** are part and parcel of this contract in addition the covenants agreed to herein.
3. The Parties have read and understood the contents and implications of the Terms and Conditions stated in General Conditions of Contract for Printers in Annexure-IV and having agreed to the contents thereof have signed each page of the **Annexure-IV** contract, apart from signing this Agreement.
4. **DISPUTE RESOLUTION AND JURISDICTION:** If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the Parties shall resolve them by resorting to the following in the order so mentioned :

Parties shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a Dispute to settle such Dispute in the first instance by mutual discussions between the Parties.

If the dispute cannot be settled by mutual discussions within 30 days period provided regular courts at Delhi/New Delhi only will have the Jurisdiction to adjudicate upon the matter.

5. **REPRESENTATIONS AND WARRANTIES:** The Parties hereby represent and warrants to each other that :
 - (a) That it is duly established and existing under the laws of jurisdiction stated against its name in this Agreement and has the power and authority to sign this Agreement;
 - (b) That it has the requisite legal power and authority to enter into this Agreement, perform and comply with its duties and obligations under this Agreement;
 - (c) That this Agreement constitutes legal, valid and binding obligations enforceable against It in accordance with the terms hereof and has been signed by the Parties without any force, fraud or coercion;
 - (d) That the execution, delivery, and performance of this Agreement have been duly authorised by all requisite actions and will not constitute a violation of (i) any statute, judgment, order, decree or regulation of any court, Governmental Instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or (ii) any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound.
 - (e) That there are no actions, suits or proceedings pending or, to the best knowledge threatened against it before any court, Governmental Instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this Agreement; and
 - (f) That no representation or warranty made herein contains any untrue statement.

6. **CONFIDENTIALITY:** Parties undertake to treat this Agreement and each of the terms as confidential. Neither party shall disclose to any third party the existence or the terms of this Agreement without the prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of any willful or negligent act or omission of either of the Parties hereto or any of their or its employees and such obligations shall survive the termination of the Agreement.
7. **SEVERABILITY:** Any law restraining the validity and enforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties to this Contract shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.
8. **WAIVER:** Neither the Parties shall be deemed to have waived any right under this Agreement unless such party shall have delivered to the other party a written waiver signed by an authorised officer of the waiving party. Any delay or failure to exercise any right and remedy under this Agreement shall not operate as a waiver thereof, complete or partial of the exercise of any right of remedy and shall not prevent any party to exercise further any other right and remedy. The right and remedy herein provided are cumulative and not exclusive of any provided by law.
9. **NOTICES :** Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered airmail with postage fully paid, or transmitted by telex or facsimile (with postage prepaid airmail confirmation) to the address specified below or to such other address as may, from time to time, be given by each party to the other party in writing and in the manner herein before provided:
- (i) IGNOU: Indira Gandhi National Open University
Headquarters, Maidan Garhi, New Delhi-110 068
 - (ii) PRINTER: _____

Any notice, approval, consent and other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered airmail or on the date of transmission with confirmed answer back, when transmitted by telex or facsimile.

10. **APPLICABLE LAW:** This Agreement shall be governed construed and enforced in accordance with the laws of India.
11. **HEADINGS:** The headings used in this Agreement are inserted for convenience reference only, and shall not effect the interpretation of the respective clauses and paragraphs of this Agreement.

- 12. **MATTERS NOT PROVIDED IN THE AGREEMENT:** If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the Parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.
- 13. **SURVIVAL OF RIGHTS AND OBLIGATIONS:** Termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already accrued to another Party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 14. **NO PARTNERSHIP:** Nothing in this Agreement shall be deemed to constitute or create an association, trust, partnership or joint venture between the Parties nor constitute any Party the agent of any other Party for any purpose.
- 15. **FURTHER ACTS AND ASSURANCES:** Each of the Parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things as shall be necessary and required to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

16. **INTERPRETATION**

- (a) This Agreement has been executed in the English Language only and only the English Language shall be the controlling language for interpretation thereof. No translation, if any, of this Agreement into another language shall be of any force or effect in the interpretation of this Agreement or in determination of the intent of either of the Parties hereto.
- (b) This Agreement has been executed in two parts. Each of the parts is to be treated as original and primary evidence of the understanding arrived at between the Parties.
- (c) This Agreement together with the General Conditions of Contract for Printers constitutes the whole and only Agreement signed between the Parties with respect to the subject matter described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made in English and executed by their respective duly authorized representatives on the day and year first above written.

SIGNED

For and on behalf of

IGNOU
 In the presence of

PRINTER
 In the presence of

Witness: _____

Witness: _____
