

MEMORANDUM OF UNDERSTANDING

For Distributorship in the State of.....in India.

THIS INDENTURE made this theth day of , 20..... BETWEEN

.....,
Company / Body Corporate or Firm / Son / Daughter of Sri/....., hereinafter referred to as the **FIRST PARTY** :

AND

BENGALI E LIBRARY, C/O Jyoti Tower, Plot No. 313, Nabapally, P.S. South Bidhannagar, Kolkata 700105, West Bengal, India, and also of 1/47, Rakhai Ghosh Lane, P.S- Beliaghata, Kolkata- 700085, West Bengal, hereinafter referred to as the **SECOND PARTY**:

WHEREAS the Second Party approaches the First Party to take franchisee for coming 1 year and the First Party accepts the proposal of the Second Party.

NOW THIS AGREEMENT WITNESSETH as follows :—

1. THE FIRST PARTY shall market OCR (Optical Character Recognition) Data Conversion work of **www.banglalibrary.org**, an internet base bangla library portal in the State of
2. THE FIRST PARTY shall operate the OCR work of **www.banglalibrary.org**, an internet base bangla library portal in the State ofin its own responsibility.
3. THE FIRST PARTY is engaged as Distributor of OCR work of **www.banglalibrary.org**, an internet base bangla library portal in that State and it will have the right and authority to engage any Person or Persons, Company or Firm to market the same in that state and cancel his or their engagement in terms of their understanding.
4. THE SECOND PARTY will send the work cd, the qc sheet and the payment to THE FIRST PARTY. THE FIRST PARTY will redistribute the work cd, the qc sheet after result and the payment to the clients. THE FIRST PARTY has to take the responsibility of answer the query of members during work, work cd despatching to the client's address, receiving the complete cd from the clients and send in THE SECOND PARTY's address.

5. THE FIRST PARTY will publish necessary advertisement for marketing and promotion of the same in that State on a regular interval at his own cost.

6. THE FIRST PARTY has to take 25 Registrations at the time of taking distributorship and will get 5 Registrations free of same type. After that THE SECOND PARTY will give 1 Free Registrations to THE FIRST PARTY against 5 Registrations done by THE FIRST PARTY. Types of Free Registrations are same as 5 Registrations. THE FIRST PARTY has to fulfil the target of providing 100 (One Hundred) registrations to THE SECOND PARTY in every month. If THE FIRST PARTY will not achieve the target in 1st 3 (Three) months (from the date of taking Distributorship) i.e. (3 x 100)= 300 registrations in 3 months, the Distributorship will be cancelled.

7. THE SECOND PARTY will supply the job CD after 7th days of receiving Non Refundable Contribution For Library Development of Rs. from THE FIRST PARTY.

8. THE FIRST PARTY has to submit all completed cds against the work cds despatched by THE SECOND PARTY. If two successive cds will not be submitted in due date, no further work cds will be despatched from THE SECOND PARTY and the registration will be cancelled.

9. THE SECOND PARTY will answer only the query regarding works of THE FIRST PARTY. Any query except THE FIRST PARTY will not be entertained.

10. THE FIRST PARTY must submit the job CD on the date of submission after being duly mentioned Clause No. 1 of the Terms and Conditions to THE SECOND PARTY.

11. Terms and Conditions along with Technical Instructions of specifications for JPEG/PDF to RTF files are to be considered at the parts of this MOU.

12. The transactions will be governed and /or covered in mutual understanding by and between the parties.

13. THE FIRST PARTY will liable and responsible to procure job work from THE SECOND PARTY in accordance with the rules and regulations as mentioned in DATA CONVERSION FORM FOR BULK USER/ FOR ONLY 25 SEATS. THE FIRST PARTY shall make payment to THE SECOND PARTY. If THE FIRST PARTY provides any job to THE THIRD PARTY, THE SECOND PARTY shall not take any liability of such.

14. THE SECOND PARTY will no way liable to any misrepresentation of THE FIRST PARTY to the person concerned.

15. THE SECOND PARTY shall have full right and authority to modify and /or rescind and /or cancel this MOU after giving an opportunity of hearing to THE FIRST PARTY.

16. This agreement shall remain valid till day of, 20..... and it shall automatically laps and stand cancelled.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals the day, month and year first above written.

WITNESSES :

1.

2.

Full Signature of the FIRST PARTY

Drawn by

Full Signature of the SECOND PARTY

Aloke Chatterjee

M.A. (Double), LL.B. Advocate, High Court

Calcutta. "MADHUSUDAN", 98/2A

Taltala Lane, Calcutta.700 014.