

A Specimen of Outsourcing Agreement for Converting Hard Copies of a Book in a Compact Disc (CD)

This Agreement for the conversion of the book titled *Intellectual Property Protection in India* is executed in on2007 by and between the Golden Law Publishing Co. Pvt. Ltd. having their Office at..... represented by Mr. Manager, Golden Law Publishing Co. Pvt. Ltd. (hereinafter referred to as 'the GLP Pvt. Ltd.)

AND

M/s Bluetec Web Services Pvt. Ltd, a Company registered under the Companies Act having their office atand represented by Mr. Director, M/s Bluetec Web Services Pvt. Ltd, (hereinafter referred to as the M/s Bluetec Pvt. Ltd.)

WHEREAS the GLP Pvt. Ltd. has published the book *Intellectual Property Protection in India* it has decided to convert the hard copies of above mentioned book into a soft copy version by getting the book digitized and thereafter put the contents of the book in a CD (Compact Disc) along with a Search Engine. The GLP Pvt. Ltd. floated a tender for this book vide tender document with closing date2007 and after evaluating the bids of various parties, the GLP Pvt. Ltd. has decided to award the project to M/s Bluetec Pvt. Ltd. on the following terms and conditions:

- (1) M/s Bluetec Pvt. Ltd. would perform the job of digitisation (of the relevant portions marked for digitization) of the book including Data punching / Scanning, OCR Validation, Proof-reading (at an accuracy level of 99.9 %), Tagging according to search parameters, Linking, Indexing etc.
- (2) M/s Bluetec Pvt. Ltd. would be developing a search engine as per the GLP's requirement. The search engine would be licensed to the GLP Pvt.Ltd. for its perpetual use. The GLP Pvt. Ltd. would further be free to use this Search Engine for any purpose and would not be liable to pay to M/s Bluetec Pvt. Ltd. any additional amount for such usage.
- (3) The copyright of the contents of the CD, marketing rights and all other rights pertaining to the said CD would solely vest with the GLP Pvt. Ltd.
- (4) M/s Bluetec Pvt. Ltd. undertakes to complete the assignment within a period of 100 days from the date of execution of this agreement.
- (5) After the completion of the job M/s Bluetec Pvt. Ltd. would give sufficient training including technical aspects (relating to the features of the search engine developed by the M/s Bluetec Pvt. Ltd. to the people deputed by the GLP Pvt. Ltd. to facilitate to use the search engine independently. The training must be up to the satisfaction of the GLP Pvt. Ltd. in all aspects.
- (6) M/s Bluetec Pvt. Ltd. would hand over the digitized contents of the book to the GLP Pvt. Ltd. after the completion of the job.
- (7) The total project cost to be paid to M/s Bluetec Pvt. Ltd. would be as follows.
 - (a) Cost of developing the Search Engine – Rs..... (Rupees..... only)
 - (b) Digitization cost for each page (in hard copy) – Rs..... per page
 - (c) Conversion cost for each page (in soft copy) – Rs..... per page
 - (d) Total cost of each CD including the manual, jewel case, packing, printing and security features – Rs..... per CD

It is to be noted that the original CD lot would be of 750 CDs only.

For the purpose of page count, 50% or more coverage would be treated as one full page and less than 50% would be ignored and would not be taken in counting.

- (8) M/s Bluetec Pvt. Ltd. would not be paid any advance money for undertaking the job. M/s Bluetec Web Services Pvt. Ltd. would however be paid 25% of the total project cost after the stage of

completion of the Master CD and subject to the satisfaction of the GLP Pvt. Ltd.

- (9) M/s Bluetec Pvt. Ltd. agrees to keep the hard copies of the book given for digitization in good shape. M/s Bluetec Pvt. Ltd. has however been allowed to mark the relevant portions required for search taggings with special marks.
- (10) For updating the CD, the GLP Pvt. Ltd. reserves the right to either conduct the updation in part on its own or the GLP Pvt. Ltd. may assign this job to M/s Bluetec Pvt. Ltd. or any other agency. If the GLP Pvt. Ltd. decides to assign this job to M/s Bluetec Pvt. Ltd., the cost would be as follows:
 - (a) Content assimilation, Software upgradation and Annual Maintenance charges – Rs. per annum
 - (b) Conversion cost of each page (in soft copy) – Rs..... per page
 - (c) Total cost of each CD including the manual, jewel case, packing, printing and security features – Rs..... per CD (subject to a minimum lot of 1000 CDs)
- (11) Both the parties i.e. The GLP Pvt. Ltd. and M/s Bluetec Pvt. Ltd. agrees to abide by all remaining terms and conditions of the original tender document floated by the GLP Pvt. Ltd. for the said job.
- (12) Any notice or request or communication given or required to be given under this contract shall be given to:
 - A. In case of M/s Bluetec to:
Mr., Director, M/s Bluetec Web Services Pvt. Ltd.
(Give Address).....
 - B. In case of GLP Pvt. Ltd. to:
Mr....., Manager, Golden Law Publishing Co. Pvt. Ltd.
(Give Address).....
- (13) M/S BLUETEC PRIVATE LIMITED HEREBY FURTHER COVENANTS AND AGREES to indemnify and keep at all times indemnified the GLP Pvt. Ltd. against any loss or damage that the GLP may sustain as a result of the failure or neglect of M/s Bluetec to faithfully carry out its obligations under this agreement and further to pay for all losses, damages, costs, charges and expenses which the GLP Pvt. Ltd. may reasonably incur or suffer and to indemnify and keep indemnified the GLP Pvt. Ltd. in all respects.
- (14) This Agreement can be terminated by the GLP Pvt. Ltd. by giving three month's notice in writing in the event of failure of M/s Bluetec Pvt. Ltd. for adhering to time schedules / unsatisfactory execution of the conversion of the book or quality of output or requisite training not given to the people deputed by the GLP Pvt. Ltd or for any other reasonable cause and under such notice period, the performance of the project shall continue in operation by both the parties.
- (15) FORCE MAJEURE : If at any time during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract is prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, power failure or acts of God (herein after referred to as events) provided notice of the happenings of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 180 days, both parties shall consult each other regarding the

termination of the contract on agreed equitable terms or otherwise devise future course of action

- (16) All disputes, claims and demands arising under or pursuant to or concerning this contract shall be referred to the sole Arbitrator to be appointed by the Chief Manager, GLP Pvt. Ltd. The award of the sole Arbitrator shall be final and binding on both the parties. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 as amended till date. The place of arbitration shall be
- (17) The Courts at (Mention the name of the place) alone shall have jurisdiction to adjudicate any dispute arising between the parties under this agreement.
- (18) Notwithstanding anything contained in this agreement, the parties agree that any terms of this agreement may be varied by way of supplementary deed/agreement. Such supplementary agreement/deed shall be effective only if it is in writing and signed by duly authorised representatives of both the parties.

IN WITNESS WHEREOF the parties hereto have set their respective hands to the agreement on the day, month and the year mentioned herein above.

Signed and Delivered By:

On behalf of M/s Bluetec Web Services Pvt. Ltd.

Name:

Designation:

Place:

On behalf of GLP Pvt. Ltd.

Name:

Designation:

Place:

In the presence of witnesses:

1.

2.