

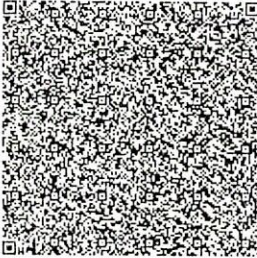


सत्यमेव जयते

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BHARATAVANI PROJECT
DEED OF ASSIGNMENT OF COPYRIGHT

This DEED OF ASSIGNMENT OF COPYRIGHT is made on this Thursday, 7th June 2018, BY Smt. D. Bharathi, K.A.S, Registrar, University of Mysore Crawford Hall, Mysuru - 570005 KARNATAKA

(Hereinafter referred to as "the Assignor" which term shall mean and include his legal heirs, successors-in-interest, legal representatives, executors, administrators and assigns and any other persons who are claiming the copy right through or under him.) OF THE FIRST PART

BHARATAVANI DEED OF ASSIGNMENT OF COPYRIGHT WITH UNIVERSITY OF MYSORE, MYSURU | Page 1 of 5

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Registrar
University of Mysore
Mysore

निदेशक / Director
भारतीय भाषा संस्थान
Central Institute of Indian Languages
मैसूरु / MYSURU - 570 006

IN FAVOUR OF

Central Institute of Indian Languages [CIIL], Ministry of Human Resource Development, Department of Higher Education, Government of India, having its office at Hunsur Road, Manasagangotri, Mysuru - 570 006 presently represented by its Director, Prof. D.G.Rao,

(Hereinafter jointly referred to as "the Assignee" which term shall mean and include his legal heirs, successors-in-interest, legal representatives, executors, administrators and assigns and any other persons who are claiming the copy right through or under him) OF THE SECOND PART;

WHEREAS the Assignor owns the copyright in the following books publications viz:

LIST OF PUBLICATIONS: University of Mysore, MYSURU

ಕ್ರ. ಸಂ	ಶೀರ್ಷಿಕೆಯ ಹೆಸರು		
1.	ಕನ್ನಡ ಗ್ರಂಥಸೂಚಿ 9 ಸಂಪುಟಗಳು	13.	Sivatattvaratnakara 2 Volumes
2.	ಕನ್ನಡ ಗ್ರಂಥಸೂಚಿ ಪುರವಣಿ 4 ಸಂಪುಟಗಳು	14.	Siddhantasiddhanjanam Vol 1
3.	ಕನ್ನಡ ಸಾಹಿತ್ಯ ಪರಿಷತ್ ಪತ್ರಿಕೆ ಲೇಖನಗಳ ಸೂಚಿ	15.	Mandalabrahmanopanisat and Yogataravali
4.	ಕನ್ನಡ ಹಸ್ತಪ್ರತಿಗಳ ಮೈಕ್ರೋ ಫಿಲ್ಮ್ ಸೂಚಿ	16.	Pancadasangayogaprakaranam
5.	ಕನ್ನಡ ಹಸ್ತಪ್ರತಿಗಳ ವರ್ಣನಾತ್ಮಕ ಸೂಚಿ 9 ಸಂಪುಟಗಳು	17.	Kavikarnarasayanam
6.	ಪ್ರಬುದ್ಧ ಕರ್ನಾಟಕದ ಅಕಾರಾದಿ ಕವಿಕಾವ್ಯ ಸೂಚಿ	18.	Srikarabhasya
7.	ಪ್ರಬುದ್ಧ ಕರ್ನಾಟಕದ ಎಲ್ಲಾ ಸಂಚಿಕೆಗಳು	19.	Sivalingasuryodhaya
8.	ಮಾನವಿಕ ಕರ್ನಾಟಕದ ಎಲ್ಲಾ ಸಂಚಿಕೆಗಳು	20.	Anubhavasutra
9.	ಎಪಿಗ್ರಾಫಿಯಾ ಕರ್ನಾಟಕ ಶಾಸನ ಸಂಪುಟಗಳು	21.	Vatulasuddhagama 2 Volumes
ORIENTAL RESEARCH INSTITUTE SERIES		22.	Trivenika
10.	Tattvamuktakalapa	23.	Ayurvedasutra
11.	Kriyasara 3 Volumes	24.	Viragamottaram
12.	Sevantikaparinayam	25.	Kaivalyasara
		26.	Omkaravada & Tarasvarupa Prakasa
		27.	Sadacara Smrthi
		28.	Madhaviyadhatuvrttih Vol -1
		29.	Yogasatakam
		30.	Laksmisvayamvara Samavakara
		31.	Virarghavavyayoga
		32.	Sitakalyanvithi
		33.	Bhedanirash
		34.	Rukminimadhavanka
		35.	Viramahesvaracharasangraha Part I
		36.	Urvasisarvabhauma Ihamrga
		37.	Kamavilasa Bhana

WHEREAS the Assignee was established by the Government of India to formulate ideas and projects to build a knowledge society, and one such project being the establishment of the Bharatavani project online portal; accordingly the assignee has decided to establish, develop and maintain a portal by name "Bharatavani" as a storehouse for knowledge in all Indian languages to make available to the public in

general and the name of the said portal (hereinafter referred to as "Bharatavani Portal") and this portal is not solely about languages but knowledge content in all subjects;

WHEREAS Bharatavani Portal shall include the data/ material in respect of the required topics by using primary and secondary data from the institutions, academicians within India including language related academies, language research institutions, Oriental libraries, Universities, and other language centric academic and research organizations after obtaining "the assignment in any work" or "assignment of copyright in any work" or by obtaining license in any existing "work" or any future "work" from the "author" to use their "work" or material in Bharatavani Portal.

WHEREAS in pursuance of the same **the Assignee** approached the assignor for the acquisition of the assignor's copyright in the above mentioned list of publications as in, which will enable the assignee to publish the same in Bharatavani Portal.

WHEREAS the assignor has received a letter from the University Grants Commission (UGC) vide D.O. No. F 1-1/2015 (Secy) Dated 24th November, 2015, requesting all the Universities to share the content with UGC for the purposes of sharing the same with the Bharatavani Portal, and UGC has written a letter to Bharatavani Project (vide D.O.No. F1-1/2016(Secy) Dated 25 January 2016) to follow up this issue with respective Universities and that UGC has written to all Sansrit teaching institutions vide D.O.No. F-1-1/2016(CM) Dated 21st January 2016 to share content with Bharatavani Portal.


Whereas Mysore University has already entered into an Deed of Assignment of Copyright agreement with CIIL with respect to sharing of its encyclopedia volumes and English - Kannada Dictionary on Bharatavani portal and has supported Bharatavani Project and this is in continuation of the earlier agreement.

WHEREAS the said work entitled to be protected under the Provisions of the Indian Copyright Act, 1957 as also under common law principles and hence the assignor agrees to assign the copyright in favor of the assignee for free sharing of the publications with Bharatavani portal in tune with the philosophy of open knowledge culture, for zero cost after mutual discussion and understanding as per the terms and conditions set out below.

THIS DEED NOW WITNESSES AND THE PARTIES HEREIN AGREE AS FOLLOWS:

1. The Assignors assigns to the assignee the copyright in the publications as mentioned in the **Smt. D. Bharathi, K.A.S, Registrar, University of Mysore Crawford Hall, Mysuru - 570005 KARNATAKA** as per the Copyright Act, 1957, limited only to publish in Bharatavani Portal. This Deed of Assignment will not affect the original copyright of the Assignor in any manner whatsoever.
2. The assignment shall be valid for India and also for the rest of the world.
3. It is further agreed between the parties that notwithstanding the provisions of sections 19 (4) of the Copyright Act, 1957, the Assignment shall not lapse or the right transferred therein will not revert to the assignor, even if the Assignee does not exercise the rights under assignment within a period of one year from the date of this assignment.
4. This assignment shall be binding on all legal heirs, successors and assigns of the Assignors and the Assignee.



Registrar
University of Mysore
Mysore


Director
Central Institute of Indian Languages
Mysuru / MYSURU - 570 006


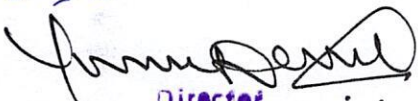
5. The terms of this assignment agreement shall be deemed to take effect from Thursday 7th June 2018.
6. The assignor covenants that the copyright is free and clear from all encumbrances and claims for publishing it on Bharatavani Portal.
7. The assignee shall be entitled to hold, own, and use the said copyright exclusively, peaceably and without any interruption by or on behalf of the assignor or by persons claiming under him.
8. It is made clear between the parties that the assignee shall not have the right to reassign the copyright in any manner to any person.
9. It is specifically understood between the assignor and the assignee that the reproduction of the work in which the copyright was hereby assigned in any material form or in digital form or in the form of a computer programme to facilitate the uploading and publishing in the Bharatavani Portal including the storing of it in the medium by electronic means in the computer hard disk, Computer storage server, etc., will not amount to infringement of copyright.
10. It is further understood between the assignor and the assignee that the Assignee will not use the copies in any other manner other than on which the copyright was hereby assigned except publishing it in Bharatavani Portal and electronic platforms based out of Bharatavani Portal.
11. The Assignee covenant with the Assignor that the Assignee will bear the full cost of digitization of the above mentioned publications.
12. The Assignor will provide soft copies of the approved final print ready files. The Assignor will be provided with a backup of all such materials.
13. The Assignee covenant with the Assignor that the Assignee will declare exclusively in the Bharatavani portal that the usage of the published information is governed by Section 52 of the Copyright Act, 1957.
14. The Assignee covenant with the Assignor that the Assignee will not make any cinematograph film or sound recording in respect of the work, make any translation of the work and will not make any adaptation of the work except publishing it in Bharatavani Portal; The Assignee can hold such rights under a separate and exclusive MOU, other than this MOU.
15. The Assignee covenant with the Assignor that the Assignee will not make any kind of infringement of copyright as enumerated in Section 51 of the Copyright Act, 1957.
16. It is specifically understood between the assignor and the assignee that linking the Bharatavani Portal will not amount to infringement of copyright.
17. It is specifically understood between the assignor and the assignee that the term "author", "Copyright", "work", "infringement of copyright" which are used in this deed has the same meaning as defined under the Copyright Act, 1957.
18. It is specifically understood between the assignor and the assignee that this agreement is governed under the Copyright Act, 1957 except for the terms and conditions set out above.
19. It is specifically understood between the assignor and the assignee that the assignor reserves the right to exit from the operation of all or some of the covenants of this deed of Assignment of Copyright at any time of the assignment period, with prior notice to the assignee.

IN WITNESSES WHEREOF, the Assignor and the assignee have signed this Deed of Assignment of Copyright on the date, month and the year first herein above written, in the presence of following witnesses.


Smt. D. Bharathi
ASSIGNOR
Registrar
University of Mysore
Mysore


Prof. D. G. Rao
ASSIGNEE
Registrar
भारतीय भाषा संस्थान
Central Institute of Indian Languages
मैसूरु / MYSURU - 570 006

Name and address of the witnesses:

- 1)  Cheluru Sudarshana, Consultant, Bharatavani
- 2) 
Director
Planning, Monitoring and Evaluation Board
University of Mysore
MYSORE - 570 005