



e-resources MOU

DELNET MOU (IM 11:2005) ✓

This Agreement is made on the 5th day of July 2016
between DELNET-Developing Library Network, Nelson Mandela Road, Vasant Kunj, New Delhi-
110070 (hereinafter referred to as DELNET) and ARYA COLLEGE OF PHARMACY, JAIPUR
S.P.-40, RIICO, INDUSTRIAL AREA, KUKAS, JAIPUR-302028
(with full address)

(Hereinafter referred to as the 'Institutional Member')

Whereas DELNET has agreed to grant non-exclusive license to the Institutional Members to use DELNET's databases, provide technical guidance in database creation and networking and deliver to the Institutional Member certain computer programmes from time to time and to grant a non-exclusive license to use such programmes and their associated documents on the terms and conditions hereinafter contained:

Whereas the Institutional Member has its library located at Arya College of Pharmacy, Jaipur agreed to become a member of DELNET to use DELNET databases and services at this location only and promote and share of its library resources with other institutional members of DELNET:

Now it is hereby agreed as follows:

The Institutional Member shall:

1. Use the DELNET databases for furthering its own research programmes and providing information to its users and the Institutional Members and users of DELNET.
2. Use the software arranged by or through DELNET for networking purpose on the machine owned by the Institutional Member.
3. Create records of the standards set out by DELNET from time to time. DELNET is promoting at present the creation of records using MARC, AACR II, the Library of Congress Subject Headings List and specialised thesauri.
4. Contribute the records of all items to the Central Union Catalogues, which are not represented by records already present on the database. The copyright of records created by the Institutional Member in its own machine will rest in the Institutional Member, but the copyright of the Central Union Catalogues shall rest in DELNET.
5. Pay an initial registration fee of Rs.5,000/- to DELNET.
6. Pay annual membership fee to DELNET for the use of union catalogues and reference services at rates set by DELNET annually in advance on or before first April. (The annual membership fee payable at present by Institutional Member is Rs.7,500/-).
7. Pay Inter Library Loan fee of Rs.4000/- to DELNET for using Inter Library Loan services.
8. Pay all fees charges within thirty days from the date of DELNET invoice. The Institutional Member shall pay interest on all amounts not paid on the due date at the rate of 10% from the date of invoice to the date of payment.



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The Institutional Member shall not:

1. Use the DELNET database for any commercial purpose. The Institutional Member shall not rent, sell or license the use of or deliver or release or otherwise part with the possession of the systems/materials/software or the DELNET databases or any part thereof to any third person.
2. Allow the use of the software/materials/database by any other person other than of the Institutional Members of DELNET.

It is further agreed that:

1. DELNET will not accept records in the Central Union Catalogues that do not have the essential fields as prescribed by DELNET or those that contain typographical and factual mistakes. The Institutional Member has agreed to create records of DELNET standard.
2. The Institutional Member will have qualified manpower, a suitable computer and independent telephone line at their premises for the use of DELNET databases and services.
3. All charges towards telecommunication, stationary, etc. arising out of the use of DELNET databases and services by the Institutional Members will be borne by the Institutional Member.
4. The Institutional Member **shall not** be entitled to assign, sub-license or otherwise transfer the license whether in whole or in part to any other user.
5. If the Institutional Member located outside Delhi wants to invite DELNET staff to its institution for consultation or training, the Institutional Member shall pay TA/DA to the staff as per DELNET norms.
6. If the Institutional Member does not create standard records, cooperate with other Institutional or Associate Institutional Members of DELNET in exchanging information, DELNET shall terminate the contract with a month's notice to the Institutional Member.

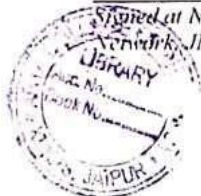
Termination

1. This contract may also be terminate by immediate notice in writing if DELNET or the Institutional Member has been responsible for a breach of its obligations and terms of this agreement. In such a case, the Institutional Member shall stop the use of the DELNET system facilities and databases with immediate effect and return any software/hardware provided by or through DELNET back to DELNET. All disputes between the parties shall be settled by negotiation.

Signed at _____

By (with signature) Dr. Anil Sharma (Principal)

(Name of Institutional Member of DELNET)



Dr. H. K. Kaul
Director
DELNET - Developing Library Network
JNU Campus, Nelson Mandela Road,
Vasant Kunj, New Delhi-110 070

