

Mou Cum Institutional Membership with DELNET

DELNET MOU (IM 11:2024)

This Agreement is made on the Saturday of 09-03-2024 between DELNET-Developing Library Network, JNU Campus, Nelson Mandela Road, Vasant Kunj, New Delhi-110070 (hereinafter referred to as DELNET) and Nirwan University Jaipur

Near Bassi- Rajadhol Toll, Village- Jhur, Agra Road, Jaipur - 303305 Rajasthan

(Hereinafter referred to as the 'Institutional Member')

Whereas DELNET has agreed to grant non-exclusive license to the Institutional Member to use DELNET's Archives and Services, Union Catalogues and other databases online, provide technical guidance in database creation and networking and deliver to the Institutional Member from time to time any computer programmers and to grant a non-exclusive license to use such programmers and their associated documents on the terms and conditions hereinafter contained:

Whereas the Institutional Member has its library located at Nirwan University Jaipur and has agreed to become a member of DELNET to use DELNET archives and services at this location only and promote and share 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 academic, research, reference, training works and providing information to its users and Institutional Members of DELNET.
2. Use the software arranged by or through DELNET, if desired by the Institutional Member, on the machine owned by the Institutional Member at the above location.
3. Create records using international standards as adopted by DELNET from time to time (DELNET is recommending the creation of records using MARC, AACR II, the Library of Congress Subject Headings List and specialized thesauri, but libraries that have used other standards can still join DELNET and upgrade their records in due course of time).
4. Contribute the records of all items created by the Institutional Member to the Central Union Catalogues, Union Lists, etc. maintained by DELNET. 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. The first update will be sent within 7 days of Membership confirmation followed by Quarterly updates to DELNET.
5. Pay an initial registration fee of Rs.5,000 + 18% GST to DELNET towards its Corpus Fund.
6. Pay Annual Membership Fee to DELNET for the use of its online resources and services at rates set by DELNET annually in advance on or before 1st April or the date of expiry of membership. (If membership dues for the applicable membership year are not received on or before the date of expiry of the current membership, a grace period of one month will be given, after which services will be temporarily suspended. The services will be started immediately after the receipt of annual payment within the following year. If the annual membership fee is not paid within one year of the date of expiry, the membership will stand terminated. If the institution wants to use DELNET services again, the institutions will have to pay admission fee and annual membership fee payable by an Institutional Member present is Rs.11,500 + 18% GST).
7. 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.

The Institutional Member shall not:

1. Use the DELNET Union Catalogues, Union Lists and other databases 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 Union Catalogues, Union Lists and databases or any part thereof to any third person.
2. Allow the use of the software/materials/database by any other person other than its own bonafide members of its library or information centre at the above location.

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 Internet access in their Library 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 imparting training, the Institutional Member shall pay TA/DA to the DELNET staff as per DELNET norms.
6. If the Institutional Member does not create standard records, cooperate with other Institutional Members of DELNET in exchanging information, DELNET shall terminate the contract with a month's notice to the Institutional Member.
7. This contract may also be terminated 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.


11/03/2024
Applicant's Signature

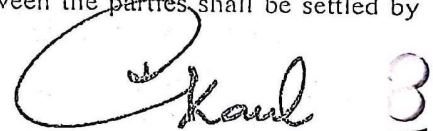
Prof.(Dr.) Pramod K. Raghav

Registrar

Nirwan University Jaipur



Jaipur


Kaul 3

(Signature)

Dr. Sangeeta Kaul

Director

DELNET, New Delhi

Dr. Sangeeta Kaul

Director

DELNET - Developing Library Ne
JNU Campus, Nelson Mandela f

Vasant Kaul, New Delhi-110 0
(Official Seal)

New Delhi