# DELNET MOU (IM 11:2021)

This Agreement is made on the 03/08/2022 between DELNET-Developing Library Network, JNU Campus, Nelson Mandela Road, Vasant Kunj, New Delhi-110070 (hereinafter referred to as DELNET) and Meenakshi Chandrasekaran College of Arts and Science, Thanjavur main road, Karambayam, Pattukkottai Pin: 614 626, Thanjavur District, Tamil Nadu.

## Meenakshi Chandrasekaran College of Arts and Science Thanjavur main road, Karambayam,

Pattukkottai - Pin: 614 626 Thanjavur District, Tamil Nadu.

## (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 programmes 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 Meenakshi Chandrasekaran College of Arts and Science, Thanjavur main road, Karambayam, Pattukkottai – 614 626, Thanjavur District, Tamil Nadu 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 research programmes 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 specialised 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.
- 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 1<sup>st</sup> 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 cancelled. If the institution wants to use DELNET services again, the institutions will have to apply afresh

and pay admission fee and annual membership fee payable by an Institutional Member at present is Rs.11,500 + 18% GST).

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:

- 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.
- 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:

- 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.
- The Institutional Member will have qualified manpower, a suitable computer and Internet access in their Library for the use of DELNET databases and services.
- 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.
- 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.
- 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.
- 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 framework by negotiation.

**Applicant's Signature** 

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Dr.S.Sheela

Director Meenakshi Chandrasekaran college of Arts and Science DIRECTOR Meenakshi Chandrasekaran College of Arts and Science Karambayam, Pattukkottai-614 626 Thanjavur-District

Thanjavur Main Road, Karambayam, Pattukkottai-614 626, Tamil Nadu.

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Dr. Sangeeta Kaul

Director DELNET, New Delhi

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

New Delhi