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D E L N E T   M O U   (1: 92)

THIS AGREEMENT is made on the 11<sup>th</sup> day of December 1992  
between DELHI LIBRARY NETWORK (Hereinafter referred to as DELNET)  
AND INDIAN INSTITUTE OF TECHNOLOGY DELHI  
(Hereinafter referred to as 'the Institutional Member' of  
DELNET).

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

Whereas the Institutional Member has agreed to become a regular member of DELNET for the promotion and sharing of resources with other members

Now it is hereby agreed as follows :

The Institutional Member shall :

1. Use the softwares arranged by or through DELNET for networking purposes on the machine owned by the Institutional Member.
2. Use the DELNET database for furthering its own research programmes, and providing information to its users and the Institutional and Associate Institutional Members of DELNET.
3. Create records of the standards set out by DELNET from time to time. DELNET is promoting the creation of records using CCF, AACR 2 and the standard thesauri.
4. Contribute the records of all items to the Central Union Catalogue 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 Catalogue shall rest in DELNET. The libraries initially contributing records to the union catalogue will be duly acknowledged.

5. Pay an initial registration fee of Rs.5000=00 to DELNET.
6. Pay annual membership fee to DELNET for the use of the system and the use of the database (as appropriate) at rates from time to time set by DELNET annually in advance on or before first April. (The annual membership fee payable at present by Institutional Members is Rs.5000=00/-).
7. Pay all fees and charges within thirty days from the date of DELNET's 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 database for any commercial purpose. The Institutional Member shall not rent, sell or licence the use of or deliver or release or otherwise part with the possession of the systems/ materials/ softwares or the DELNET database or any part thereof to any third person.
2. Allow the use of the software/ material /database by any other person other than its trained staff.

It is further agreed that .

1. DELNET may accept a library as an Institutional Member even if it has created its database using standards other than those prescribed by DELNET on the condition that:
  - a) the database already created has all the essential fields as approved by DELNET; and
  - b) the new records to be created by it will be of DELNET standards.

DELNET will, however, try to explore and advise such a library as to how to convert its old records into the records of DELNET standards.
2. DELNET will not accept records in the Central Union Catalogue that do not have the essential fields as prescribed by DELNET.
3. The Institutional Member will make available a suitable computer and independent telephone line for DELNET.

4. All charges towards telecommunication, stationary etc. arising out of DELNET activities would be the responsibility of the Institutional Member.
5. The Institutional Member shall not be entitled to assign, sub-licence or otherwise transfer the licence whether in whole or in part.
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 membership with a month's notice to the Institutional Member.

Termination

This contract may 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 database 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 New Delhi

by (with signature) Prof. N.C. Nigam N.C. Nigam  
Indian Institute of Technology Delhi

(Name of Institutional Member of DELNET      Office Seal)

**N.C. Nigam**  
**Director**  
**Indian Institute of Technology**  
**Hauz Khas, New Delhi-110 016**

Signed at New Delhi

by Mr. H K Kaul, Director, DELNET, 40 Max Mueller Marg, New Delhi - 110003