

# J-Gate Custom Content for Consortia (JCCC)

## Terms of Contract

1. JCCC is a subscription contract between **Informatics (India) Limited**, and **INDEST Consortium**, hereby called as the **CLIENT**, for providing a customized content development service to the **CLIENT**, limited to the English language journals subscribed by the **CLIENT** during the year of the contract.
2. Under this contract Informatics delivers the following services to the **CLIENT** during the year of subscription
  - (1) Develop and install JCCC SOFTWARE at Informatics's server.
  - (2) Host the initial CONTENT from the first month of the calendar year of the contract (January).
  - (3) Update the weekly CONTENT on Informatics's server
  - (4) Provide training to the **CLIENT** in -
    - (a) Configuration, installation and re-installation, updating, basic maintenance of the JCCC - 1-2 Hours)
    - (b) Accessing and using JCCC (for the users of the **CLIENT** organization - 1 Hour)
  - (5) Install JCCC SOFTWARE updates as and when released.
3. The contract is for a minimum period of one calendar year. The contract will hold good for all JCCC renewals year after year except for the renewal price.
4. JCCC service covers the following types of journals only - scholarly, research, technical and professional journals.
5. JCCC does not cover the following type of journals - Newspapers, News Letters and popular magazines.
6. JCCC service will capture and index all research and technical articles in a journal from cover to over. The service will exclude from indexing the news items, letters to the editor, book reviews, and such other items that do not have significant research and technical value.
7. Popular magazines, which are subscribed by the **CLIENT** but not covered under JCCC for indexing, can be listed in the journal listing of JCCC with link to journal site for further browsing.
8. Informatics has a production system for capturing the CONTENT from the journals available online through an automated system.
9. In case of journals that are not available online, it is the responsibility of the **CLIENT** to provide regularly to Informatics the following information from each journal issue received by the **CLIENT**.
  - (1) Photocopy of the Table of Contents
  - (2) Photocopy of the first page of the article.

This information will be used by Informatics for capturing required information for JCCC offered to the **CLIENT**

Contd 2/-

**Informatics (India) Limited**

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Phone: 080-23367867/23365940 Fax: 080-23344598 Email: info@informindia.co.in

10. If any of these journals that are not available online are subscribed by Informatics for any of its other subscription clients, Informatics will not require the CLIENT to provide the information mentioned in 9 for such of those journals. Informatics will notify the same to the CLIENT from time to time.
11. The software and the CONTENT delivered to the CLIENT is for the use of its authorized users only. The CLIENT shall not use this service for re-distribution outside its organization, free or for a fee.
12. The copyright for the JCC software rests with Informatics. The CLIENT is licensed to use this software within his site within the limits of the copyright provisions of the Indian Copyright Act.
13. The CLIENT is authorized to provide concurrent access to the JCCC CONTENT for unlimited number of users within the sites mentioned in Appendix-1 of this contract.
14. In the event of the non-renewal, termination or expiry of the contract, the following provisions will apply.
  - (1) The CLIENT will continue to have the right of access to and usage of the JCCC CONTENT and the software that has already been supplied unless the CLIENT has violated any provisions of the contract or infringed the copyright of the JCCC software for illegal copying or distribution or any such act that attracts infringement.
  - (2) Informatics will stop further supply of the CONTENT and further upgradation of the software.
  - (3) In the event of mid-term cancellation of the order, for any extraneous reasons the proportionate refund shall be limited to the prorated amount for the unserved period exclusive of taxes. The tax component shall not be refunded under any circumstances.
15. It is the responsibility of the CLIENT to provide the required computing infrastructure and operating environment, as defined under definitions - 18(4) - in this contract document, for installation of JCCC software and CONTENT in CLIENT's local area network (intranet).
16. Internet Option:
  - (a) If the CLIENT opts for hosting his JCCC CONTENT at the Internet site of Informatics, the same can be arranged. In this case, Informatics will set up an independent proxy server at its site for the exclusive use by the authorized users of the CLIENT.
  - (b) The CLIENT will provide this IP address to all publishers who are IP enabling the online access to the journals subscribed by the CLIENT.
  - (c) In case of publishers who provide User ID and PASSWORD for accessing online journals, it is the responsibility of the CLIENT to get the necessary User IDs and PASSWORDS from the publishers and make them available to Informatics for automatic authentication from its Proxy server maintained for the CLIENT.
  - (d) The Proxy server will be set up for the exclusive use of the CLIENT.

Contd 3/-

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17. Infrastructure at CLIENT Site

For implementing intranet version of JCCC the CLIENT agrees to provide the following minimum infrastructure ready at his site well before the installation of JCCC software at CLIENT site.

(4.1) Server

- OS - Windows NT Server 4.0 or above
- Database - MS SQL Server 7.0 or above
- Web Server - Internet Information Server 4.0 or above
- 40GB Hard disc with minimum 2Gb free disc space

(4.2) Client Work Stations

- Windows 95 and above
- Internet Explorer 4 and above

18. Scope and definitions of the terms used in this contract.

- (1) CLIENT - Organization or a group of Organizations under a consortium listed in annexture-1 of this contract.
- (2) AUTHORISED USERS - Employees, faculty, staff, students officially affiliated with the CLIENT.
- (3) CONTENT - Bibliographic information about the articles published in the journals covered in the JCCC. The CONTENT includes, subject to availability/accessibility, but not necessarily limited to:
  - (a) Author(s)
  - (b) Author Affiliation
  - (c) Title
  - (d) Abstract
  - (e) Journals Name, Volume No, Issue No. Date of Publication, Page Nos.
  - (f) Key Words assigned by the indexers of Informatics
  - (g) Author Keywords if available in the article
- (4) JCCC SOFTWARE - refers to the software programs installed at Informatics's server for the purpose of accessing and using JCCC CONTENT by the authorized users.

19. CONSENT

CLIENT and Informatics express their consent for this contract through their authorized representatives signing this contract here below.

----- For Informatics (India) Limited	----- For the CLIENT
----- Representative (Name and Designation)	----- Representative (Name and Designation)
----- Date	----- Date