

MEMORANDUM OF UNDERSTANDING

BETWEEN



**INFORMATION AND LIBRARY NETWORK CENTRE
INDIA**

AND



**MAHATMA GANDHI INSTITUTE
MAURITIUS**

FOR COMPUTERISATION OF THE MGI LIBRARY

MEMORANDUM OF UNDERSTANDING

BETWEEN

Information and Library Network Centre (hereinafter to be referred to as INFLIBNET) through its Director, having its Office at InfoCity, Gandhinagar, Gujarat 382007 (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or and assigns)

AND

Mahatma Gandhi Institute (hereinafter to be referred to as MGI) through its Director General, having its Office at Mahatma Gandhi Avenue, Moka, Mauritius, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or and assigns)

WHEREAS INFLIBNET is an autonomous inter university centre of University Grants Commission established under section 12 (ccc) of the University Grants Commission Act, 1956 which is involved in modernizing university libraries in India and connecting them as well as other information centres in the country through National Knowledge Network. One of the important role of INFLIBNET Centre is to promote and establish communication facilities to improve capability in information transfer and access that provides support to scholarship, learning and research through cooperation with involvement of concerned agencies

AND WHEREAS MGI, set up by an Act of Parliament (Act 11 of 1982), to establish, as a tribute to Mahatma Gandhi, a Centre of Studies of Indian culture and traditions and to promote education and culture generally. The Institute's responsibilities cover secondary and tertiary education, research, preservation of heritage, the arts, and contribution to national policy, spanning both academic and cultural areas. The MGI promotes Indian Studies, Performing Arts, Fine Arts, Mauritian and Area Studies, ✓

Chinese Studies and Indological Studies. The MGI Library, established as a Specialised Library of Language and Culture, is an indispensable partner supporting the teaching and learning, curriculum development and research at the Mahatma Gandhi Institute.

AND WHEREAS MGI wishes to computerise its library using SOUL software by partnering with INFLIBNET

AND WHEREAS, the Parties hereto intend to set forth and record the terms and conditions to govern their relationships in their mutual capacity and to record their respective rights and obligations and other matters incidental thereto as hereinafter appearing;

NOW THEREFORE, in consideration of the foregoing and the respective representations, covenants and other considerations, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows so as to clearly define roles, responsibilities, liabilities and commitments of the institutions involved to ensure its proper execution and systematic implementation with an aim to meet the objective of computerizing the MGI Library: -

1. Mahatma Gandhi Institute (MGI)

- 1.1 Identify a Responsible Officer to co-ordinate the activity of computerization of the Library.
 - 1.2 Identify/ Procure server to host SOUL (Library Automation Software).
 - 1.3 Identify staff members to receive training for operating, managing and maintaining SOUL
 - 1.4 Provide location for training with adequate infrastructure along with free hospitality and travel for trainers from INFLIBNET for onsite training.
- ✦ Training may also be conducted virtually.

- 1.5 Communicate a formal work order along with mutually agreed costs, terms and conditions for computerization of the MGI library.

2. Information and Library Network Centre (INFLIBNET)

- 2.1 Will be responsible for supply, installation, configuration and testing of the SOUL Software for library automation on mutually agreed costs, terms and conditions.
- 2.2 Will prepare and send a detailed proposal as per requirement of MGI.
- 2.3 Will conduct the training (6 days) for staff members identified by MGI to manage and maintain library automation software.
- 2.4 Will provide free future upgrades to software.
- 2.5 Will provide free remote support (via remote login/internet telephony from 09:30 to 18:00 Hours IST on week days) as per mutually agreed terms and conditions.

3. RELATIONSHIP:

This MOU is on Principal (MGI) and Service Provider (INFLIBNET Centre) basis and nothing in this MOU shall constitute or deemed to constitute a partnership between any of the Parties hereto and none of them shall have any authority to bind the others in any way, except as provided herein.

4. FORCE MAJEURE:

Neither Party shall be considered in default in performance of its obligations under the terms of this MOU, if such performance is prevented or delayed for any causes beyond the reasonable control of the Party affected including war, hostilities, revolution, riots, civil commotion, strikes, lockout, epidemic, fire, explosion, ✓

cyclone, flood, earth-quake, act of God or any act of Government or any other cause beyond the control of the concerned Party which could not have been foreseen or avoided by the exercise of due diligence of the concerned party. The Party affected by Force Majeure shall continue to perform the obligations under this MOU, which are not affected by the Force Majeure event. As soon as the Force Majeure ceases to exist, the Party whose liability to perform its obligation has been affected shall notify the other Party and it shall endeavour to perform its obligation in terms of this MOU. In the event of the Force Majeure event continuing for more than 30 days from the date of receipt of notice from the affected Party, the affected Party shall have the right but not the obligation to terminate this MOU.

5. SEVERABILITY:


The invalidity or unenforceability of any provision of this MOU in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this MOU.

6. ENTIRE MOU:

This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and negotiations, both written and oral, between the Parties.

7. WAIVER:

No omission or delay on the part of any Party of its obligations hereunder shall be deemed to constitute a waiver of any such Party's rights or as a waiver of any remedy. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.



8. ASSIGNMENT:

This MOU shall not be assigned by any of the Parties herein without the prior written consent of the other Party.

9. AMENDMENT:

Any provision of this MOU may be amended if, and only if, such amendment is mutually agreed between the parties and is in writing and signed by both Parties.

10. ENTER IN FORCE, DURATION AND TERMINATION

This MOU shall enter in force on the date of its signature by both parties and shall be valid for a period of 5 years. It may be extended in due course, subject to the mutual written agreement of both parties.

This MOU may be terminated at any time by either party by giving six (6) month's written notice to the other party.

11. NOTICES:

Any notice(s) or notification(s) required to be given under the provisions of this MOU shall be in writing and such communication shall be served by registered post or email at the under-mentioned address.

Mahatma Gandhi Institute

Contact Person: Mr. R. Rampertab
Director General, Mahatma Gandhi Institute
& Rabindranath Tagore Institute

Address of Party: Mahatma Gandhi
Avenue, Moka, Mauritius

Telephone No.: +230- 4032001

Email id: directorgeneral@mgi.ac.mu

Information and Library Network Centre

Contact Person: Prof J P Singh Joorel
Director, Information and Library
Network Centre

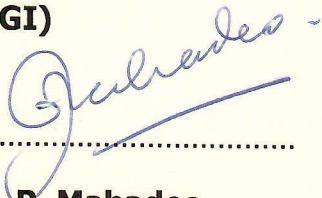
Address of Party: Infocity,
Gandhinagar-382007, Gujarat, India

Telephone No.: +91-79-23268201

Email id: director@inflibnet.ac.in

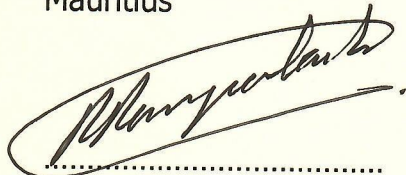
IN WITNESS WHEREOF the undersigned being duly authorised by their respective organisation, have signed this Memorandum of Understanding in two (2) originals in the English language, both texts being equally authentic.

On behalf of the
**Mahatma Gandhi Institute
(MGI)**



Mr. P. Mahadeo

Chairman
Mahatma Gandhi Institute &
Rabindranath Tagore Institute
Mauritius



Mr. R. Rampertab

Director General
Mahatma Gandhi Institute &
Rabindranath Tagore Institute
Mauritius

Date: 18/11/21

On behalf of the
**Information and Library
Network Centre (INFLINET)**



Prof J P Singh Joorel

Director
Information and Library
Network Centre
India

Date: 12/1/2022

