INFORMATION RESOURCES SUBSCRIPTION/ PURCHASE AGREEMENT

This agreement (“Agreement”) is entered into by and between All India Institute of Speech and Hearing, Manasagangotri, Mysore (“Institute”), and Allied Publishers Subscription Agency, P.B.No.9932, Jayadeva Hostel Building, 5th Main, Gandhi Nagar, Bangalore (“Vendor”) towards the subscription/purchase of print and e-journals, online journal archives, e-books, bibliographic databases and other electronic resources for the year 2014.

1. All the resources for which purchase order placed *by the Institute* *will be* subscribed *by the Vendor*. Valid reason with proof *will* be produced in case of non-subscription of ordered resources.
2. *The vendor* *will* ensure that the resources are available in the formats ordered *by the Institute* before raising the invoice.
3. Remittance to the publisher *will* be made *by the Vendor* within 15 days of advance amount paid by the Institute and documentary proof for the same has to be submitted in next 15 days to the institute.
4. Supplementary bills *will* not be raised by *the Vendor* if the bills are paid in 30 days, except when subscription rate is changed by the publisher and revised rate is paid by the *Vendor*. Such a revised rate *will* be paid *by the Institute* on production of documentary evidence *by the Vendor*.
5. Specific instructions will be given *by the Vendor* to the publishers to supply the journals with effect from January or the first issue of the year unless otherwise specified *by the Institute*.
6. Orders to the publishers should not overlap with previous order resulting in duplicate payment as well as supply of duplicate resources.
7. The print journals *will* be delivered *to the Institute* at *the cost of the Vendor*.
8. Any defective print copy supplied or copy found damaged during the transit *will* be replaced by a perfect one without claiming handling /postage or any other charges by *the Vendor*.
9. The *Vendor will* *follow the invoice procedures detailed below*.
10. The Invoice in triplicate *will be* raised in favour of the Director, All India Institute of Speech & Hearing, Mysore -570 006.
11. *A revenue stamp will be affixed on the original bill and be signed by authorized signatory.*
12. The invoice *will* have the declaration that the prices charged are as per the publisher’s invoice and publishers latest catalogue.
13. The invoice *will* accompany price proof and the proof of GOC exchange rates having prices in foreign currencies as on the date/ month of invoice for the remittance of resource subscription.
14. Every price proof and currency conversion proof will contain *vendor’s* authorized signature.
15. *The postage charge will be paid by the Institute to the Vendor only if it is specifically indicated in the publisher’s invoice/ price catalogue.*
16. *The discount, if any, has to be indicated in the invoice.*
17. Order/s *will* be confirmed by the *Vendor* to the publisher within ten days of receipt of order from *the Institute* and *the Vendor will* make sure that the publisher activates the access within 2-3 weeks of payment.
18. The supply of journals *will be started by the Vendor* within 100 days from the date of payment *by the Institute* unless there are special reasons for not doing so.
19. Availability of free resources and additional resources *will be* ascertained *by the Vendor* from publisher/s whose resources are being subscribed during the subscription period and informed *to the Institute*.
20. Online activation of the resources *will be* done by *the Vendor* without any additional charges.
21. In case it is decided *by the Institute* to renew the journals for the year 2015, necessary communication will be sent in the month of November 2014 *to the Vendor*. Accordingly, confirmation of the renewal has to be made *by the Vendor* to the concerned journal publisher in time (with copy to the institute) to avoid deactivation of journal access by the end of the subscription year, 2014.
22. Payment for journal archives and e-books will be one time. No additional payment will be made *by the Institute* during subsequent years.
23. Wherever applicable, all the required facilities/services of subscription model/license with the publisher/s is/are to be provided *to the Institute by the Vendor*.
24. The details of license agreement with the publishers *will* be made available *to the Institute* well in advance *by the Vendor*.
25. Responsibility of negotiating with the publisher for any updating/modification in the License Agreement *will be for the Vendor* when required by the institute.
26. The usage data of all the subscribed resources *will* be provided based on the request *by the Institute* within 3 days.
27. The journal supply will be reviewed *by the Institute* every quarter and intimated *to the Vendor*.
28. The missing issues *will* be replaced *by the Vendor* by original issues or publishers certified and reproduced copy or refund in the form of Demand Draft in favour of the Director, All India Institute of Speech and Hearing, Mysore.
29. Claims for missing issues of journals will be settled between the Institute and the Vendor within 1 ½ years from the date of payment of advance.
30. Immediate follow up action *will* be taken *by the Vendor* to rectify access problem of electronic resources, if any, when communicated *by the Institute*.
31. Assessment of performance *of the Vendor* will be done on a set of criteria formulated by the Library Advisory Council and on adherence to the terms and conditions in this agreement and the continuation of the resource purchase/subscription for 2015 will be decided based on assessment of the performance.
32. A performance security for Rs. 1.50 lakh (*equivalent to 2% of the approximate total cost of resources*) will be furnished *by the Vendor to the Institute* in the form of a Bank Guarantee which will be valid till successful supply/activation of all the resources subscribed/purchased for the year 2014.
33. If it is found that the information provided by *the Vendor* in any form about publications, services and related matters are incorrect and results in loss in any form to the institute, the institute will be at liberty to claim the performance security amount without any further notice.
34. All disputes will subject to the jurisdiction of Mysore courts only.
35. In case of interpretation of any clause in the terms and conditions of this agreement and dispute, the decision of the Director of this Institute will prevail.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorized representatives.

**ALL INDIA INSTITUTE OF SPEECH AND HEARING**

**Name:**

**Title:**

**Allied Publishers Subscription Agency**

**Name:**

**Title:**