

AGREEMENT

between

Department of Scientific & Industrial Research, Technology Bhavan, New Delhi - 110 016

(Hereinafter referred to as the distributor)

and

(Hereinafter referred to as the receiving institution)

Whereas UNESCO has developed and owns the intellectual property of a set of computer programs for the storage management and analysis of numerical data running on large and micro computers (hereinafter referred to as IDAMS).

Whereas the receiving institution desires to use IDAMS for the computerized management and analysis of its numerical data.

Whereas the receiving institution assumes responsibility for the selection of IDAMS to achieve its intended results and for the institution use and results obtained from IDAMS.

Whereas UNESCO has granted the distributor the right to transfer IDAMS to third parties on its behalf.

Accordingly the distributor shall supply IDAMS to the receiving institution as well as all relevant IDAMS manuals and documentation, available at the time of transfer and grant the receiving institution the following :

LICENSE

The Receiving Institution may:

- (a) use IDAMS on one or more machines owned by the receiving institution;
- (b) make copies of IDAMS load modules provided that such copies are only used for backup purposes or restored only onto machines owned by the receiving institution, being understood that each such copy should reproduce and include the copyright notice;
- (c) reproduce the IDAMS documentation or portions thereof for the use of the receiving institution personnel, provided that such copies reproduce the copyright notice;
- (d) translate the IDAMS documentation or portions thereof for the use of the receiving institution personnel, provided that such translations clearly indicate the original source, and the name of the translation clearly indicate the original source and the name of the translating organization, and that UNESCO is informed of any translation and receives a copy of it.

The Receiving Institution may not:

- (a) use or permit others to use IDAMS for commercial or profit-making purposes;
- (b) make copies or translations of IDAMS and the related documents obtained by UNESCO except as provided above;
- (c) make alterations in or disassemble any of the IDAMS programs or portions thereof and in particular, erase, replace or modify any copyright notice displayed by the programs during their execution;
- (d) sublicense, assign or transfer the license, sell, lease or grant any right on IDAMS to other parties;
- (e) Transmit IDAMS or portions thereof over telecommunication channels.

TERMINATION

This agreement which is drawn up in English, in two original copies, shall enter into force upon signature by both parties, each party retaining one signed copy.

It shall be effective until terminated by either party upon written notice to that effect given to the other party.

It shall also terminate if the receiving institution falls to comply with any terms or conditions set forth in this agreement.

The receiving institution agrees upon such termination to destroy IDAMS together with all copies it has made and that it shall no longer receive any new copy of IDAMS which UNESCO might develop or produce thenceforth.

WARRANTY AND LIABILITY

UNESCO provides IDAMS "as is" without warranty of any kind either expressed or implied, including, but not limited to the suitability of IDAMS for a particular purpose. The entire risk as to the quality and performance of IDAMS is with the receiving institution.

In no event will UNESCO or the distributor be liable to the receiving institution for any damages, including lost savings or other incidental or consequential damages arising out of the use or inability to use IDAMS.

Any dispute between the parties to this agreement concerning the interpretation or application thereof, which is not settled by negotiation, shall be settled by arbitration.

Signed at _____ this _____ day of _____ 20____

by _____

Signature

Office Seal

for _____

(Name of receiving institution)

Signed at **NEW DELHI** this _____ day of _____ 20____

By **Vimal Kumar Varun, Scientist 'E'**

Signature

for **Department of Scientific & Industrial Research, Technology Bhavan, New Delhi - 110 016**
Tel: 26866123, 26590282 Email: vk@nic.in Fax: 011 26960629