## INFORMATION AND LIBRARY NETWORK CENTRE

An IUC of University Grants Commission Infocity, Gandhinagar – 382007

# Amendments to the MoU (Sr. No. 257 Dt. 16 March, 2016) signed for Shodhganga/Shodhgangotri by the University

A Memorandum of Understanding (MoU) was made and entered into on <a href="25">25</a> (Day)

January (Month) <a href="2025">2025</a> (Year) between the INFLIBNET Centre, an IUC of University Grants Commission located at Gandhinagar, hereinafter referred to as "INFLIBNET" and <a href="Dr. Bhimrao Ambedkar University">Dr. Bhimrao Ambedkar University</a>, Agra (Uttar Pradesh) (University / Deemed University / Inter- University Centre / Others), here in after referred to as the 'University'.

This Memorandum of Understanding (MoU) & the amendments define the rights, responsibilities, liabilities and commitments of the Institutions involved in ensuring proper system implementation, to meet the objectives pertaining to submission and access to Shodhganga (Electronic Theses and Dissertations) as envisaged by the UGC and other bodies vide:

- Regulation 19 of UGC (Minimum Standards & Procedure for Award of M.Phil/Ph.D. Degree) Regulations, 2009 dated 1st June, 2009.
- Regulation 13.1 of UGC (Minimum Standards and Procedure for Award of M.PHIL./Ph.D. Degrees) Regulations, 2016, dated 5th May 2016
- Regulation 17 of University Grants Commission (Minimum Standards and Procedures for Award of Ph.D. Degree) Regulations 2022 dated 7th November 2022 and
- The circular issued by AICTE vide circular No. AICTE/P& AP/Misc/2022/ Dated: 23.12.2022 & UGC vide D.O.No.2-10/2021 (CPP-II) dated December 22, 2021
- Amendments suggested by the Shodhganga National Steering Committee [SNSC] in its meeting held on 21st August 2024, at the INFLIBNET Centre.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, INFLIBNET and the University agree to the following Amendments:

#### I. INFLIBNET Centre

- **A1 i. Embargo Request:** The INFLIBNET Centre shall review the embargo request and apply it to the hosted content, if it is found appropriate i.e., if cited with valid reasons like Book/Article Publications, filing of Patent application and such others, for a specified period, and requested through the Competent authority i.e. Vice-Chancellor/Registrar or Equivalent
- **A1 ii. Creative Commons License:** Legal issues and Digital Rights Management (DRM) of the content hosted on the Shodhganga repository shall be governed by a Non-Exclusive License under the 'Creative Commons License i.e. CC BY-NC.

CC BY-NC: "This license enables re-users to distribute, remix, adapt, and build upon the material in any medium or format for **Non Commercial** purposes only, and only so long as attribution is given to the creator. **CC BY-NC** (https://creativecommons.org/licenses/by-nc/4.0/) includes the following elements:

**BY** means credit must be given to the creator.

**NC** means Only noncommercial uses of the work are permitted".

## II. The University:

**A2 i.** The University agrees to obtain from the Research Scholar an undertaking wherein he/she agrees to grant to the University & INFLIBNET the non-exclusive license to host the Theses on the Shodhganga platform under the CC BY-NC license and to preserve as part of the backup. Such undertaking may be obtained in accordance with the existing UGC guidelines and the University Regulations.

## A2 ii. Embargo policy:

- (a) The University may have its embargo policy, if required, for reasons such as Book or Article publications, filing of Patent applications and such others for a specified period and request for application of embargo shall be made to the INFLIBNET through the competent authority of the University.
- (b) The University shall inform INFLIBNET of any existing embargo policy implemented through its Research Bodies.
- **A2 iii. Plagiarism:** The University agrees to upload one-page Plagiarism/Summary Report on Shodhganga with comprehensive detailed analysis report kept in backup/archive by Universities and able to be retrieved on request of the Ministry/UGC/INFLIBNET/Legal Cells etc.
- III. The clauses mentioned in the previous MoU under INFLIBNET Centre (I) shall remain intact except for the following clarificatory changes:

#### Clause No-1 is to be read as:

1. Access to Hosting Server & Digital Preservation: The INFLIBNET Centre shall provide access to ETD hosting server(s) at the INFLIBNET Centre 'Shodhganga'/'Shodhgangotri' to the University with accompanied software interface, enabling University and its Coordinator to create metadata as mentioned in Clause No. 2 and upload the theses in ETD repositories designed for this purpose. The INFLIBNET will deploy tools and techniques of digital preservation to ensure continuing access to scholarly content in digital formats and to protect them from media failure, physical loss and obsolescence.

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#### ~Jause no-∠ is to be read as:

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2. Digitization of the Theses shall be the responsibility of the University. The University shall ensure to get the digital copy of theses from the research scholar along with the details of the research scholar with researcher ID (e.g. ORCID), metadata in Dublin Core(DC), proper keywords and subject headings in standard formats.

# Clause No-6 and 10 are merged and to be read as:

**6. Plagiarism Detection:** The INFLIBNET Centre may recommend or provide access to plagiarism software which the University may use to detect the plagiarism before awarding the degree. One-page plagiarism/summary report will be submitted by the University as mentioned in Amendment A2 iii.

# Clause No-7 and 8 are merged and to be read as:

7. Content Refusal Rights: The INFLIBNET Centre may refuse to host or remove from the repository any work [theses & dissertations], if in the opinion of INFLIBNET, the work is obscene, scandalous, defamatory, infringing the personal or proprietary rights of others, or is controversial in nature. Such right of refusal shall be independent of the liability of the University/Ph.D Scholar for any actionable wrong or copyright infringement.

#### Clause No-11 is to be read as:

- **11. Reproduction and auxiliary storage:** The INFLIBNET Centre reserves the right to reproduce the content of theses and dissertations on different servers and other auxiliary storage media. The universities should keep a backup of their theses and dissertations.
- IV. The clauses mentioned in the previous MoU under The University (II) shall remain intact except for the following clarificatory change:

### Clause No-6 is to be read as:

**6. University Coordinator:** The Coordinator shall be responsible for maintaining the quality, standards and uniqueness of all uploaded Theses/dissertations. The University Shall designate at least one person from the university (who is competent enough to manage ETD) as University Coordinator for training on the implementation of ETDs organised by the INFLIBNET Centre and for implementing the same.

IN WITNESS WHERE OFF, the parties hereto executed this MoU on this date above mentioned.

**UNIVERSITY:** 

A.1

Vice Chancellor

Dr. Bhimrao Ambedkar University, Agra – 282004 (Uttar Pradesh)

Vice Chancellor
Doctor Bhim Bao Ambedkar University
AGRA

**INFLIBNET:** 

Prof Devika P Madalli

Director

**INFLIBNET Centre** 

An IUC of University Grants Commission

Infocity Gandhinagar - 382 007