

Terms and conditions for use of GIST Translate service

These terms and conditions are specific to GIST Translate service (Herein after referred to as GIST Translate) made available to the **Translation Agencies** and **Website Owner or Project Owner** by Graphics and Intelligence based scripting technology (GIST) group of Centre for Development of Advanced Computing (C-DAC), having its office at C-DAC Innovation Park, Panchwati, Pashan Road, Pune.

C-DAC has developed an internet based system for managing translation/ localization work. The agencies should make use of this system for translations, validation and / incremental changes in the contents as the case may be. For carrying out the bulk localization / translation / validation activity, C-DAC may provide / recommend suitable tools. The agencies are also expected to do incremental translation / validation inline within the website as the case may be by making use of C-DAC's system.

It is very important for you to read, understand and agree to the terms mentioned in this document before using GIST Translate. It is assumed that you agree to all the terms if you are using GIST Translate.

Translation Agency

Translation Agency or Translator must be empaneled with C-DAC and signed contract with C-DAC for carry out translation work.

Translation Agency should be well conversant in the terminologies used by various agencies of Government of India and well versed in their use

Translation Agency or translators must ensure meanings of translated sentences are same as original sentences. Any intentional or non-intentional meaning change will lead to legal action.

Quality of translations and completion of task within the time schedule (as notified with each project agreements) are of paramount importance and any lapse may lead to cancellation of the contract with the agency without any further notice.

Translation Agency should neither be blacklisted by any Govt. department nor should any criminal case be registered against the individual or the firm or its owner or partners anywhere in India.

C-DAC shall have the sole proprietary rights over the content created/edited/provided by the agency who has been awarded the contract through this RFP.

Project Owner

Project Owners may select the translation agency for award of work based on technical and commercial criteria defined by them.

Payment and other terms and conditions shall be informed by the Project Owners at the time of invitation of quotes.

Project Owners shall provide the acceptance of the services delivered by translation agency.

Project Owners will be responsible for making payment for the accepted services, within prescribed time.

Empaneled agency will be required to sign agreement/ undertaking with the Project Owner for content ownership, IPR and various compliances.

Common

C-DAC disclaims any and every issue that arises out of agreement between Project Owner and Translation agency empaneled with C-DAC.

C-DAC is a facilitator for Translation Agency and Project Owner for getting the translation work done.

C-DAC will have no relationship with any of the other Project Owners. All the matters related to agreement between Project Owner and Translation agency will be dealt with between the parties. C-DAC does not have any role to play nor will it be responsible for any matter.

C-DAC/ other Project owners requires that the company engages professionals in the field of English-Indian languages translation and vice versa to undertake the project and reserves the right to call for the resumes, documents relating to their professional background, expertise and their achievements.

You may not copy, modify, distribute, sell, or lease any part of GIST Translate Services or included software, nor may you reverse engineer or attempt to extract the source code of the software, unless Indian laws prohibit those restrictions or user has C-DAC's explicitly addressed written permission.

To protect yourself from any of the malicious attacks by cyber offenders, you should always keep your password safe and confidential. The password should be strong enough for others to guess or crack using automated software tools. If you think, your account has been compromised, you should immediately inform C-DAC through the mechanism made available to you at.....

You are solely responsible for all the activities that happen through your account on GIST Translate. C-DAC is in no way responsible for any losses/damages occurred through the

misuse of your GIST Translate account. Users agree to indemnify C-DAC in any and all the disputes or legal actions/ financial implications that might arise out of use of this GIST Translate.

Users will hold harmless and indemnify C-DAC and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the GIST Translate or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

GIST Translate may collect translated data and use it for academic/ research/ commercial purposes. C-DAC will try its best to keep this data secure and unavailable for any third party including other users and organizations.

User agrees not to misuse GIST Translate. Examples of misuse are (but not limited to) creating fake job for translation and engaging system and translators.

User also agree not to access the hardware or software in GIST Translate server in a manner that would hamper or disturb or lead to malfunction of the translate system. User agree not to access GIST Translate for purpose of ethical hacking/ white hat hacking/ black hat / grey hat hacking unless permitted by C-DAC in writing.

C-DAC has all the rights to suspend, stop, make unavailable GIST Translate to any users without assigning any reason thereof.

C-DAC has all the rights to discontinue the GIST Translate services anytime with/ without giving prior notice/ warnings to the users.

Users at any time, without assigning reasons may choose to discontinue to use the Gist Translate system, delete the account, or discard the account. However, user will still be responsible for any misuse that happen through use of such non active/ suspended account(s) by third party.

C-DAC does not give permission to users for deriving any work/product from using GIST Translate. IP /Copyright of the original work remains with C-DAC.

C-DAC may push unsolicited notification/ information/ advertisement to the users through their mobile number/ email accounts collected at the time of creation of Gist Translate account. User agree to receive such mails and messages without any compensation.

C-DAC will try to provide this Gist Translate system with reasonable level of competency. It also takes good care of the system in order to avoid any issues. But we do not guarantee/ warranty/ promise anything to the user. C-DAC does not guarantee anything with respect to the software including but not limited to its functionality, performance, security, reliability, availability, etc.

Users agree to use GIST Translate on “as is where is” basis. However, C-DAC may choose to improvise, amend, and modify the software in the interest of the users or in its self-interest.

Users agree that C-DAC will not be responsible for any data/ financial/ mental or any other loss/ damages/ IP infringements whether consequential or direct by use of GIST Translate.

C-DAC may modify these terms and add or delete some terms. We will make all the efforts to communicate the changes to its users. The user may choose to agree to revised terms / or disagree to the changes. In that case, user should delete the Gist Translate account.

User may keep a copy of the emails for future reference only

Users agree that they have understood the terms in the document and are in sound state of mind at the time of accepting the terms.

If you violate any or all of the terms in this document, C-DAC may take legal action against the users. If C-DAC does not take any action, this should not be construed as your right to continue violating other terms.

All the disputes arising out of using GIST Translate system will strictly be governed by court of laws in Pune city India jurisdiction only.

All disputes, differences and questions arising out of or in any way touching or concerning the agreement or subject matter thereof or the representative’s rights, duties or liability of the parties shall be referred to the sole arbitration under the Arbitration and Conciliation Act 1996 as amended up to date. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.