



A validation pipeline for Nature

Draft Project Proposal

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Background

This proposal has been prepared by Alex Brown of Griffin Brown Digital Publishing Ltd (GB) at the invitation of Michael Mongillo of Nature Publishing (NPG).

Overall Programme of Work and Deliverables

This project is to develop an XML pipeline that will take an XML document and emit a validation report to NPG's specification.

The work is broken down as shown in the following table.

Task	Description	NPG to supply	GB development task (days)
DTD validation	Validates against modified NLM 3.0 Journal Publishing DTD	Modified NLM 3.0 DTD	Validation; exposure of validation error messages in output (0.5)
Schematron validation	Validates against Schematron schema	Schematron schema	Apply validation step (-)
Code list checking	Validates document values against those permitted by NPG (as part of Schematron validation)	Code lists	Agree format for code lists with NPG; develop testing and reporting functionality (1)
Report generation	Combine results of above process into coherent XML report		Agree report format with NPG; test and implement pipeline (1)
Test and document	Comment code; provide documentation	Resource to feedback on developed work	Run test documents through pipeline; refine result in consultation with NPG. Document. (0.75)

The pipeline will be developed using XProc. Any additional custom functionality necessary will be developed using Java.

All developed material necessary to run the pipeline and source code is to be supplied to NPG.

Personnel

The work will be carried by Alex Brown (of Griffin Brown Digital Publishing).

Project Management

Griffin Brown will create a project using the assembla system (assembla.com), and grant access to nominated NPG staff for the duration of the project. The system may be used to access the in-development code at any time.

Issues will be tracked using NPG's JIRA instance.

Schedule

The total project duration is 3 days.

Legal, Fees and Billing

Work is billed at a daily rate of £785.

Our standard terms and conditions apply. These are appended to this document.

About Griffin Brown Digital Publishing

Griffin Brown Digital Publishing Ltd was formed in 1997 and has become a well-reputed specialist supplier of digital content services to commercial publishers and information providers. Our clients include many established companies and organisations including: The British Library, The United Kingdom Parliament, Cambridge University Press, CrossRef, Oxford University Press, Jane's Information Group and John Wiley & Sons.

We are experienced in providing a range of services from independent strategic advice to technical implementation of XML and related technologies.

More detailed information can be found at our website: <http://www.griffinbrown.co.uk/>

Griffin Brown Terms & Conditions issued May 2007**1. GENERAL**

- (1) All contracts for the supply of goods and/or services by Griffin Brown Digital Publishing Ltd ("Griffin Brown") to any person, firm or company ("the Client") shall be subject to these terms and conditions which shall apply to the exclusion of any terms and conditions of the Client unless expressly agreed in writing by a duly authorised representative of Griffin Brown.
- (2) No variation or amendment of these terms and conditions shall be made unless expressly agreed in writing by a duly authorised representative of Griffin Brown.
- (3) Unless previously withdrawn a quotation of Griffin Brown is open for a period of 30 days after the date of the quotation. No quotation shall constitute an offer or tender but shall be deemed to be an invitation to treat.
- (4) A contract shall be created only when Griffin Brown through a duly authorised representative has accepted either in writing or orally an offer from the Client to purchase goods and/or to receive services ("the Project") such acceptance shall thereupon create a contract to be governed by these terms and conditions in accordance with the provisions of sub-clause (1) hereof.

2. PRICES

- (1) All prices are quoted exclusive of VAT which is to be paid by the Client.
- (2) Griffin Brown reserves the right at its sole discretion to increase any price if the Client requests Griffin Brown to vary, modify or amend the Project or if the Client delays in any process of review of the Project or in the event of any rise or fall in the cost of materials, labour, services, interest rates or statutory changes between the date of commencement of the Project and the date of completion.

3. PAYMENT

- (1) Unless otherwise agreed in writing payment shall be made to Griffin Brown 28 days after the submission by Griffin Brown of the invoice to the Client. Unless otherwise agreed in writing payments shall be made in the currency of Sterling.
- (2) The Client shall pay interest on overdue accounts or so much thereof as shall be overdue at the rate of 4% over Griffin Brown's bankers base lending rate from time to time in force until the date of payment.
- (3) Unless otherwise agreed in writing 50% of the value of the Project shall be invoiced by Griffin Brown to the Client at the commencement of work by Griffin Brown on the Project and the remaining 50% shall be invoiced on completion.

4. PERFORMANCE OF THE PROJECT

- (1) Any time given for performance of the Project is intended as an estimate only. Any request by the Client to vary, modify or amend the Project or any delay in any process of review of the Project with the Client may involve alteration of the estimated time for performance by Griffin Brown of the Project.
- (2) Griffin Brown shall not be liable in any circumstances for any damage or loss of any kind whatsoever arising directly or indirectly out of delay or failure to deliver or complete the Project.
- (3) In the event that any services supplied or advice given by Griffin Brown pursuant to the Project or any part thereof are found to be defective and not arising from the Client's default, neglect or misuse, Griffin Brown will at its option, refund the price paid for or re-supply the services provided that Griffin Brown is notified in writing within 14 days of the discovery of any such defects and in any event not later than 12 months from the date of delivery.

5. EXCLUSION OF LIABILITY

- (1) Save as expressly set out in Clause 4(3) above, Griffin Brown shall not in any circumstances be under any liability whatsoever to the Client whether in contract, tort or otherwise for any defect in, failure of or unsuitability of any services supplied or advice given pursuant to the Project or for any consequential loss (including loss of profit, use or goodwill or similar financial loss), damage, claim or any other liability (howsoever caused) arising out of or in the course of or in connection with the Project, whether or not due to the negligence of Griffin Brown or its servants or agents. All conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with the provisions of this clause are expressly excluded provided that where Section 2 of the Unfair Contract Terms Act 1977 applies to the Project nothing herein contained shall exclude or restrict any liability of Griffin Brown for death or personal injury resulting from the negligence of Griffin Brown or its servants or agents.
- (2) The fees quoted in the quotation or proposal have been made on the basis that the Client shall bear the responsibility to cover by insurance, if the Client so wishes, the risks which fall on the Client as a result of the incorporation of this clause in the contract.

6. RISK

Where Griffin Brown supplies any sources or items to the Client (whether or not the ultimate intention is that the goods or items be returned to Griffin Brown) the risk in such goods or items will pass on delivery to the Client.

7. TITLE

- (1) Notwithstanding delivery and passing of risk in any goods or items supplied by Griffin Brown to the Client, Griffin Brown shall remain the owner of the goods or items until the Client has paid in full all sums due to Griffin Brown.
- (2) Until ownership of the goods or items passes to the Client, the Client shall, while the goods or items remain on its premises or under its control, set them aside separately from other goods or items in its possession and shall identify the goods as the property of Griffin Brown.
- (3) Until ownership of the goods or items passes to the Client, Griffin Brown shall be entitled to require the Client to re-deliver the goods or items to Griffin Brown and the Client shall be bound to do so immediately upon such requirement being made.
- (4) Until ownership of the goods or items passes to the Client, Griffin Brown or any person nominated by it shall be entitled to enter onto the Client's premises from time to time for the purpose of:
- (a) ensuring that the Client has complied with the provisions of this Clause:
- and (b) re-possessing the goods or items.

8. COPYRIGHT

The Client shall own all copyright and other rights of whatever nature, including rights in any discovery or invention, subsisting in or attaching to the products of Griffin Brown's services hereunder including, without limitation, any models, scripts, documents, designs and other material developed during and for the project, to the fullest extent permitted by law. Griffin Brown hereby assigns to the Client the entire copyright and all other rights of whatsoever nature in and to all the products of its services provided to the Client (and if such products are not yet in existence by way of present assignment of future copyright) throughout the world for the full term of copyright and all renewals and extensions. Griffin Brown agrees to do all further acts and execute such additional instruments as the Client may from time to time require to give effect to the assignment of rights in the products of Griffin Brown's services.

9. CLIENT'S PROPERTY

Although all reasonable precautions are taken, any information or equipment supplied by or belonging to the Client will only be held at the risk of the Client, no liability being accepted by Griffin Brown for loss, damage, destruction or disclosure thereof.

10. SUSPENSION

In the event of the performance of any obligation accepted by Griffin Brown being prevented, delayed or in any way interfered with by either: -

(i) rules, regulations, requisitions or orders of the Government or Local Authority, war, riot, civil disturbance, strike, industrial action short of a strike, lock out, accident, fire or by any other cause beyond its control; or

(ii) shortage of labour or materials or non-delivery by Griffin Brown's suppliers or damage to or destruction of the whole or part of any goods or items to be supplied.

Griffin Brown may at its option suspend performance or cancel its obligation under the contract without liability for any damage or loss of any kind whatsoever resulting therefrom such suspension or cancellation being without prejudice to Griffin Brown's right to recover all sums owing to it in respect of goods or items delivered at the date thereof.

11. EMPLOYEES

During the continuation of the Project and for a period of six months after the completion thereof neither party shall without the prior written consent of the other directly or indirectly employ or engage any employee of the other or any person who has been an employee of the other during the period of six months prior to such employment or engagement and who has been concerned with or involved in the Project.

12. INSOLVENCY OF THE CLIENT

If any distress or execution shall be levied upon any of the Client's assets or if the Client shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against the Client or if any resolution or petition to wind up the Client shall be passed or presented (otherwise than for the purpose of a bona fide reconstruction or amalgamation) or if a receiver, administrator or manager be appointed over any part of the Client's undertaking or assets, Griffin Brown shall have the right to determine the contract.

13. PROPER LAW

The proper law of the Project and of the above terms and conditions shall be the laws of England.

14. ARBITRATION

If at any time any question, dispute or difference whatsoever shall arise between the Client and Griffin Brown upon, in relation to, or in connection with the contract, either may give the other notice in writing of the existence of such question, dispute, or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon or failing agreement within 14 days of receipt of such notice, of some person appointed by the President of the Law Society for the time being. The submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts, 1950-1979 or any statutory modification or re-enactment thereof.