

WORLD DIGITAL LIBRARY CHARTER

PREAMBLE

WHEREAS, the Library of Congress and the United Nations Educational, Scientific and Cultural Organization (UNESCO) have launched an initiative to establish a World Digital Library of content relating to the history and culture of peoples and countries around the world, to be made available on a cost-free basis to users world wide; and

WHEREAS, the WDL contributes to the fulfillment of UNESCO's strategic objectives of promoting the free flow of ideas and universal access to information; promoting the expression of pluralism and cultural diversity in the media and world information networks; promoting access for all to information and knowledge, especially in the public domain; improving the quality of education through diversification of content and methods and the promotion of universally shared values; promoting experimentation, innovation and the diffusion and sharing of knowledge and best practices as well as policy dialogue in education; enhancing scientific, technical and human capacities to participate in the emerging knowledge societies; and enhancing the linkages between culture and development through capacity-building and sharing of knowledge; and

WHEREAS, the WDL is a non-commercial project intended to recognize the richness, diversity, and contributions to humanity of all the world's cultures, and not to promote or espouse particular political positions or viewpoints; and

WHEREAS, the Library of Congress and UNESCO concluded, on October 17, 2007, a Memorandum of Understanding (MOU) regarding the development of the WDL; and whereas this MOU was renewed on April 20, 2009; and

WHEREAS, in accordance with this MOU, the Library of Congress has concluded agreements with libraries, archives, and educational and cultural institutions from all regions of the world whereby these libraries, archives, and educational and cultural institutions have agreed to contribute to the development of the WDL; and

WHEREAS, the Library of Congress, UNESCO, and cooperating institutions from eighteen UNESCO member states launched a public version of the WDL, www.wdl.org, at UNESCO on April 21, 2009; and

WHEREAS, libraries, archives, and educational and cultural institutions from many other countries have since expressed their intention to participate in and contribute to the WDL and have concluded agreements with the Library of Congress regarding their respective contributions to the WDL;

NOW THEREFORE, the signatories below have agreed to work together to develop and maintain the WDL, and do hereby adopt this Charter to accomplish these purposes.

ARTICLE I

Objectives and Content

Section 1.01 Objectives. The objectives of the WDL are to promote international and intercultural understanding and awareness, expand multilingual and culturally diverse content on the Internet, provide resources to educators, contribute to scholarly research, and build knowledge and capacity in the developing world in order to narrow the "digital divide." The signatories will pursue these objectives by working together to develop and maintain the WDL, which will be made available on the WDL Web site, www.wdl.org, free of charge and in multilingual format.

Section 1.02 Content. The WDL will include materials representing the culture and history of all countries. The content will consist of digital versions of important cultural and historical primary materials and associated metadata. Such content will include books, other printed materials, manuscripts, maps, sound recordings, films, prints and photographs, and culturally and historically significant materials in other formats that are held in physical form by or otherwise available to Contributors (defined below). Such content will meet WDL standards with regard to selection criteria, image and sound quality, and associated metadata.

ARTICLE II

Contributors

Section 2.01 WDL Contributors. WDL Contributors are those institutions that contribute digital content to the WDL for access via the WDL Web site, or contribute in other significant ways to the development of the WDL. Contributors may be libraries, archives, museums, archives of audio-visual content, educational institutions, and other institutions whose missions include the collection and preservation of cultural and historical content.

Section 2.02 Contributor Obligations. All Contributors must accept this Charter, including, without limitation, the underlying principles, policies and terms of this Charter, and the license described in Section 5.02 of this Charter. Each Contributor is responsible for financing its own participation in the WDL. Contributors that are contributors of digital content to the WDL shall contribute to the WDL digital files and associated metadata of cultural and historical significance, as more particularly described in Section 1.02, above, on a non-exclusive, permanent basis.

Section 2.03 Applications to Become Contributors. Applicants to become WDL Contributors must complete and submit an official application to the Project Manager, describing the content they wish to contribute and its significance, or specifying other contributions they intend to make to the WDL. The Project Manager shall evaluate each application and recommend to the Executive Council whether to approve or deny the application. Participation in the WDL as a Contributor takes effect when the Executive Council formally approves the application and the applicant formally indicates its acceptance of the rights and responsibilities of participation by signing this Charter.

ARTICLE III
Contributor Meetings, Executive Council, and Project Manager

Section 3.01 Annual Meeting of Contributors. The WDL Contributors shall hold at least one meeting per year. The Chairman of the Executive Council shall preside at any meeting of the Contributors.

Section 3.02 The Executive Council. The Executive Council shall have seven members, five of whom shall be elected by the Contributors at the annual meeting of Contributors by a plurality of those members physically present. Elected members of the Executive Council must be directors of institutions that are WDL Contributors or the designees of such directors. The other two members of the Executive Council shall be the Director-General of UNESCO or his/her designee, and the director of the Contributor institution serving as Project Manager or his/her designee. The term of the members of the Executive Council shall be five years. The Executive Council shall elect a Chairman from among its members. The term of the Chairman shall be five years. The terms of the Chairman and the other members may be renewed. The Executive Council shall decide on its own rules of procedure. The members of the Executive Council serve until replaced.

Section 3.03 Roles and Responsibility of the Executive Council. The Executive Council shall provide leadership and direction to the WDL. The Executive Council shall use its best efforts to accomplish the goals set forth in the Preamble and in Section 1.01 of Article I of this Charter.

Section 3.04 Meetings of the Executive Council. Meetings of the Executive Council may be held at such place and time as may be established by resolution of the Executive Council. The Executive Council shall hold at least one meeting per calendar year.

Section 3.05 Decisions of the Executive Council. The Executive Council shall take decisions by consensus. Where consensus cannot be achieved, the Executive Council may take decisions by a simple majority of those present and voting, provided those present and voting constitute a quorum. Five members of the Executive Council shall constitute a quorum.

Section 3.06 The Project Manager. The WDL shall have an institutional Project Manager, selected from among interested Contributors. The Project Manager will recruit and retain the project management and technical staff needed to maintain the WDL and to facilitate its growth. The Project Manager will be responsible for the personnel, hardware, and software costs associated with the maintenance of www.wdl.org. The Project Manager will inform the Executive Council of its activities and consult closely with the Executive Council on matters relating to the expansion and maintenance of the WDL. The Project Manager may request other Contributors to assist in the fulfillment of these tasks, under arrangements to be worked out between the Project Manager and these Contributors, in consultation with the Executive Council as appropriate. The Library of Congress shall serve as the Project Manager for the first term after the entry into force of this Charter. Thereafter, the Executive Council shall select the Project Manager. The term of the Project Manager is five years, and may be renewed. The Project Manager serves until replaced.

ARTICLE IV Committees

The Executive Council, in consultation with the Project Manager, may designate standing committees from among the Contributors to advise upon ongoing concerns and requirements of the WDL, and may establish special committees as needed for a stated period to advise upon particular aspects of the development of the WDL. The Executive Council shall assign responsibilities to each committee. Upon the entry into effect of this Charter, the Executive Council shall establish the following standing committees: (1) Technical Architecture; (2) Content Selection; and (3) Translation and Language.

ARTICLE V Components of the World Digital Library

Section 5.01 Technical Components. The technical components of the WDL include: (1) the computer software used to ingest, catalog, translate, store, search, browse, and display the digital content contributed by the Contributors (the "WDL Application") on the WDL (www.wdl.org); (2) the digital content files contributed by the Contributors and the associated metadata provided by the Contributors; (3) all derivative files created for use on the WDL site; (4) curatorial and editorial content associated with these content files, including special features, timelines, curator videos, and thematic maps; (5) enhancements to the metadata provided by the Contributors; (6) translations of metadata and curatorial and editorial content.

Section 5.02 Basic License. Each Contributor, upon its admission to the WDL, shall be deemed to grant to the WDL a world-wide, royalty-free, nonexclusive license to store and display the digital content files and associated metadata contributed by such Contributor to the WDL. By providing such digital content files and associated metadata to the WDL, the Contributor warrants that it has the full authority to license such files and metadata for use in the manner described in this Charter, and that such use will not infringe any third party's copyrights, publicity rights, privacy rights, and/or related rights.

Section 5.03 Ownership Retained by Contributors. Nothing herein grants the WDL or any Contributor any rights of ownership or control over the digital content files and associated metadata contributed by a Contributor to the WDL other than as expressly stated and granted in Section 5.02 of this Charter or as permitted by applicable law. Each Contributor retains all rights of ownership in its content, including, without limitation, the rights to make, use, distribute, perform, reproduce, display and prepare derivative works from all content it submits to the WDL, in all media now known or developed in the future. The Contributor retains the unfettered right to provide access to this content by other means, including, without limitation, institutional, national, regional, and other international Internet and electronic database projects, or in other formats. The WDL shall direct anyone wishing to make copies of WDL content for commercial use to the Contributor(s) who supplied such content. Digital copies contributed to the WDL will not be considered to have a copyright separate and apart from any copyright subsisting in the underlying materials. Except as otherwise stipulated in separate written agreements, Contributors will retain ownership of any software, hardware, computer applications,

programs, translations, or other intellectual property contributed to the WDL in the exercise of their responsibilities under this Charter.

Section 5.04 Removal by a Contributor of Content. A Contributor may request the removal of content provided by that Contributor at any time. The Contributor will inform the Project Manager and the Executive Council in writing about the reasons for its request. The Project Manager will have one month to attempt to satisfy any concerns or objections raised by the Contributor. If the Contributor is not satisfied with the proposed remedies within one month, the content will be removed in accordance with the original request. In the case of a suspected breach of copyright or other violation of law, this procedure will not apply. If a Contributor's content is, or may be, in breach of copyright or other applicable law, the Project Manager may remove this content immediately. A Contributor may not request the removal of content provided by another Contributor. A Contributor that requests the removal of all or substantially all of its content from the WDL ceases to be a Contributor, and will no longer exercise the Contributor rights specified in Articles II and III, unless it continues to contribute in other significant ways to the development of the WDL.

Section 5.05 Technical Standards. Standards for the content, including standards for image quality, bibliographic data, and collection and item description, as well as the process by which Content will be submitted, will be established by the Project Manager and approved by the Executive Council. At the time of the entry into effect of this Charter, these standards will be those specified on <http://project.wdl.org/project/english/standards>. These standards and the submission process may be updated or supplemented from time to time by the Project Manager and approved by the Executive Council.

Section 5.06 Description of Content. The description of a Contributor's content on the WDL, with regard to metadata and cataloging, supplemental description, editorial and curatorial interpretation, and translation, shall be the subject of consultation between the Contributor and the Project Manager, and shall follow the standards specified in Section 5.05 of Article V. The Contributor retains ultimate editorial control over the way in which the content it provides is described on the WDL, but must, however, endeavor to ensure that its content is made available in ways that meet the objectives of the WDL as set forth in the Preamble and in Section 1.01 of Article I of this Charter.

Section 5.07 WDL Application. The Library of Congress agrees to provide use of the WDL Application on a world wide, royalty free, non-exclusive basis for the purpose of supporting the WDL. The Library of Congress retains all rights pertaining to the WDL Application.

Section 5.08 Other Agreements. Nothing in this Charter invalidates other agreements regarding the WDL, including, without limitation, the Library of Congress-UNESCO MOU of April 20, 2009, Contributor Agreements, Cooperative Agreements, and other agreements concluded by the Library of Congress, including those agreements granting licenses to include content on the WDL.

ARTICLE VI

Miscellaneous

Section 6.01 Amendment of Charter. This Charter may be amended by decision of the Executive Council and the affirmative vote of a majority of the Contributors present at a meeting of the Contributors. Notice of the proposed amendments must be given in writing at least 60 days in advance of the meeting at which the vote will take place.

Section 6.02 Counterparts. This Charter may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. Any later Contributor may be added after the effective date of the original document by execution of a counterpart of this Charter, which shall be deemed an original and which, together with all other counterparts, will constitute one and the same agreement.

Section 6.03 Effective Date. This Charter shall be effective as to the original Contributors as soon as ten Contributors have signed the Charter, and effective as to later Contributors on the date set forth beside each such Contributor's signature.

Section 6.04 Termination. A Contributor may terminate its participation in this Charter by providing the Project Manager and the Executive Council with at least sixty (60) days written notice of intent to terminate and an explanation of the reason for such termination. A request to terminate will not result in the removal of content provided by the Contributor to the WDL, unless the Contributor also invokes the procedure specified in Section 5.04.

Section 6.05 Language. This document is written in Arabic, Chinese, English, French, Portuguese, Russian, and Spanish, the texts in all these languages being equally authentic.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Charter and thereby acknowledges its acceptance of this Charter, the underlying principles and policies, the license described in Section 5.02 of this Charter, and the other requirements set forth herein.

[Signature blocks]