

**AMERICAN LIBRARY ASSOCIATION
CANADIAN LIBRARY ASSOCIATION
CHARTERED INSTITUTE OF LIBRARY AND INFORMATION PROFESSIONALS**

AGREEMENT on Italian language rights in RDA: Resource Description and Access, made this 31 day of March 2014 (hereinafter called the "Agreement")

BETWEEN: The American Library Association (ALA) acting on behalf of ALA, the Canadian Library Association (CLA) and The Chartered Institute of Library and Information Professionals (CILIP) collectively referred to hereinafter as "**Copyright Holders**"

AND: ITALIAN TRANSLATION GROUP hereinafter, jointly or individually, referred to as "**Licensee.**"

WHEREAS: It is hereby AGREED as follows:

Rights Granted 1. The Copyright Holders grant to the Licensee the exclusive license to translate into the Italian language the work entitled RDA: RESOURCE DESCRIPTION AND ACCESS, updates and changes, and the RDA Toolkit interface (which shall include the help files and navigational tools utilized in the RDA Toolkit), (hereinafter called "RDA"). The Licensee may not publish, distribute or make the translation (hereinafter called the "Translation") available. The Licensee grants to the Copyright Holders a royalty-free, perpetual, worldwide exclusive right and license in and to the Translation and to use, copy, distribute, publish, display, promote, sell, and modify for any purposes and in all formats now known or later developed.

Compliance 2. The Translation shall be made faithfully and accurately and Licensee may make minor modifications as needed to prepare the Translation in accord with local practice, provided that the following provisions are complied with:

Provisions

- 2.1 The shape and structure of the Translation shall not be changed from that of RDA.
- 2.2 The sequence of instructions shall be as in RDA.
- 2.3 The instructions shall be numbered as in RDA, regardless of omissions and additions to them.
- 2.4 RDA instructions shall be translated as written and will not be omitted or materially altered in any way.
- 2.5 Any alternative or additional instructions or annotations to RDA which are included in the Translation shall be provided as a

separate policy statement XML file with links to the related RDA instructions (following guidelines supplied by Copyright Holders). Local policy statements shall be numbered and delineated in such a way as to distinguish them from the RDA instructions.

- 2.6 The introduction to the Translation will set out the principles behind the Translation and its relationship to RDA.
- 2.7 The Copyright Holders agree to supply the Licensee with all updates and changes, not later than one month after release. Licensee agrees to keep the Translation current by translating updates and changes to RDA as supplied by the Copyright Holders in a reasonable time, which is presumed to be between 90 and 120 days based on the size and scope of the update or change. In case of new parts this period may extend to 180 days.
- 2.8 Licensee agrees to translate the RDA Toolkit interface in addition to the RDA content as part of this Agreement. The Licensee agrees not to publish the Translation of the RDA Toolkit interface except for RDA Content as specified in Clause 1 above in print or any other format.
- 2.9 The Translation shall be incorporated into the RDA Toolkit in a reasonable time.

Copyright 3.

The Licensee shall ensure that all copies of the Translation shall clearly indicate that the Copyright Holders are joint owners of the exclusive rights of exploitation as set forth in Clause 1 and shall bear all such rights notices as may be necessary to secure such exclusive exploitation rights for the Translation. The rights notice shall stipulate that the Translation of RDA is completed under license granted by the Copyright Holders and the terms of the permission shall be published in a form approved by the Copyright Holders. It shall also carry a notice that the agreement of the Copyright Holders to the licensing of Translation in no way implies an endorsement of the quality of the Translation. The authorship of the Licensee of the Translation shall be recognised and therefore indicated on all copies of the Translation. The copyright notice shall present the logo of the Licensee.

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Publication 6. The Licensee may not publish the RDA Toolkit interface Translation in print or any other format without approval of the Copyright Holders.

Other rights 7. Subject to Section 2.7, translation rights for subsequent editions of RDA in any other form or format shall be subject to negotiation and the Copyright Holders reserve the right to license such translation rights to any party. No rights or obligations arising from this Agreement may be

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- Format** 8. The Copyright Holders shall deliver the latest, complete RDA text in simplified XML file with all necessary support files and explanations in PDF and WORD format.

The Copyright Holders grant Licensee free access for 24 simultaneous users to the RDA Toolkit for translation purposes and 2 printed versions of RDA text. Licensee shall translate the RDA text in accordance with earlier Italian translation of library standards (e.g. FRBR, ICC, MARC 21, etc.) thus ensuring a standardized terminology.

Licensee shall be allowed to consult library experts from Italy, giving them access to excerpts of the RDA text for translation purposes at no charge under obligation of confidentiality.

The Copyright Holders shall provide Licensee with reasonable assistance with respect to classification, technical or similar matters related to the translation and adaptation of the RDA text.

Licensee does not have the right to publish the Translation.

- Term** 9. The exclusive license granted by this Agreement shall expire five years from the date of this Agreement.

Upon mutual written agreement of both parties this Agreement may be renewed for subsequent terms.

- Default** 10. Should the Licensee default on any of the terms of this Agreement, the Agreement shall, at the option of the Copyright Holders, be automatically terminated, unless the fault does not lie with Licensee. The Copyright Holders shall give notice of the default and allow Licensee thirty (30) days for performance or cure before this Agreement terminates automatically.

- Headings** 11. Paragraph headings are given solely as index guides and are not a part of this Agreement, either by word, implication, or in any manner.

- Whole agreement** 12. This Agreement contains the whole understanding of the parties, supersedes all previous oral or written representations or agreements, and may not be changed, modified, or discharged orally. Any modifications, change, or discharge of this Agreement must be in writing and signed by the Copyright Holders and the Licensee.

**Representations,
Warranties and
Disclaimer**

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Correspondence 14. All correspondence in connection with this contract and all payments shall be sent to ALA Publishing, Digital Reference, American Library Association, 50 East Huron Street, Chicago, IL 60611.

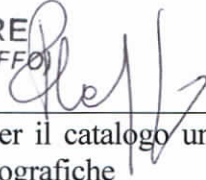
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to make contracts in the name of or binding on Copyright Holders, to pledge Copyright Holders' credit, to extend credit in Copyright Holders' name or to make any warranties or guarantees by Copyright Holders or on their behalf.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, consisting of this page and the prior 5 pages, as of the date first above written.

WITNESS

IL DIRETTORE
(Dott.ssa ROSA CAFFO)



Istituto centrale per il catalogo unico delle biblioteche italiane e per le informazioni bibliografiche

and

American Library Association for the Copyright Holders

WITNESS
