



## **CONTRACT AGREEMENT FOR THE PUBLISHING OF UDC ONLINE IN THE CZECH LANGUAGE IN THE UDC CONSORTIUM ONLINE SERVICE**

This Contract Agreement is made by and between the UDC Consortium (PO Box 90407, 2509 LK The Hague, The Netherlands) and the National Library of the Czech Republic (Ident. No. 00023221, Klementinum 190, 110 00 Praha 1, Czech Republic), hereby represented by Irena Sešek (Chair, UDC Consortium) and by Ing. Ivo Gottwald (Economy and Operation Management, National Library of the Czech Republic), respectively.

WHEREAS the UDC Consortium is the Publisher and owner of the UDC content, the UDC ONLINE Service including the underpinning platform which is prepared to hold multilingual files of the UDC system;

WHEREAS National Library of the Czech Republic, is the publisher and owner of the translation of the UDC system into the Czech language and is willing to release the UDC Czech translation as an online service through the UDC ONLINE platform held by the UDCC;

NOW THEREFORE for good and valuable consideration, receipt of which is hereby acknowledged and agreed in the following Terms and Conditions:

### **1 DEFINITIONS**

- 1.1 **Publisher:** The Universal Decimal Classification Consortium (UDCC)
- 1.2 **Co-publisher:** National Library of the Czech Republic
- 1.3 **Subscriber:** Licensee of the Service.
- 1.4 **Service:** UDC Online, a product providing World Wide Web access to the complete most updated schedules of the Universal Decimal Classification (UDC). The Service also includes such additional features, including but not limited to enhanced functionality, software upgrades, and new data files, as may be added to UDC ONLINE during the term of the contract.
- 1.5 **Language:** The language in which the UDC ONLINE service interface and the UDC schedules are provided. In the service provision in languages other than English the content of the UDC schedules is provided in English whenever there is no translation in the language subscribed.
- 1.6 **Server:** The server, either the Publisher's server or a third party server designated by the Publisher, on which the Service is mounted and may be accessed.
- 1.7 **Subscription:** Access of the Subscriber to the Service for a renewable twelve-month period, beginning on the date on which the Subscriber receives user name and password access and/or IP address access from the Publisher.
- 1.8 **Fee:** The amount charged for use of the Service for a 12 month period - if a paying service is agreed by Publisher and Co-Publisher.
- 1.9 **Service set-up fee:** the amount charged to Co-publisher for the database service setup.
- 1.10 **Authorized User:** Users who are permitted to access the Service pursuant to the Subscription, within the limitations applicable to the subscription type.
- 1.11 **Solo User subscription:** The subscription permitting access to the Service by one individual. Access is by user name and password from any location where the user has Web access.
- 1.12 **Single-site subscription:** The subscription permitting access to the Service by a set of authorized users pertaining to an organization with one location. Access is by user name and password from a local IP address. Subscription fee, if a paying service is agreed by Publisher and Co-Publisher, is by number of concurrent users.

- 1.13 **Multi-site subscription:** The subscription permitting access to the Service by a set of authorized users pertaining to an organization with more than one location. Access is by user name and password from more than one IP address. Subscription fee, if a payment service is agreed, is by number of concurrent users for each site.
- 1.14 **Concurrent User:** Authorized Users under a Subscription permitting access to the Service by a designated number of users who may access the Service at the same time.
- 1.15 **Service running costs:** Costs covered by the Publisher for running and maintaining the UDC Online service, including servers and technical support.

## 2 RIGHTS AND RESPONSIBILITIES

- 2.1 On behalf of the Co-publisher, the Publisher undertakes the publication and distribution to Subscribers of the UDC schedules in the Czech language, as part of the Service *UDC Online* via the Server with all the functionalities already available and further developed for the UDC Online in the English language.
- 2.2 For the publication of the UDC schedules in the Czech Language as part of the Service *UDC Online* via the Server, the Co-publisher (for as long as the National Library of the Czech Republic is a regular UDCC member) will pay ██████ of an annual publishing licence fee for Internet editions - which would be the subject of the Internet Publishing Licence Agreement. For any future change of the UDCC licence scheme the amount of payment will be agreed. Should the Co-publisher cease to be a UDCC member this clause of the agreement should be revised.
- 2.3 The Publisher will make available to the Co-Publisher a back-office interface for Czech data translations and maintenance. Whenever a Czech translation is not provided the Publisher will make available, in the back office and in the public interface, the corresponding English data.
- 2.4 The Publisher is responsible for the administration of subscriptions. Following the initial year of the service the parties may revise this clause and decide differently.
- 2.5 The service UDC Online in the Czech Language will be made available free of charge to Czech Subscribers.
- 2.5.1 The Co-Publisher will be responsible of paying the cost of cloud servers and their maintenance for the Czech UDC Online which is currently € 600 per annum. This cost may be reviewed after the first year of the service running when the actual running costs will be known.
- 2.6 The Publisher is responsible for the technical maintenance and availability of the Service to the Co-publisher's subscribers.
- 2.7 The Co-publisher is responsible for the help desk queries that concern the use of the UDC service.
- 2.8 The Publisher and Co-publisher should collaborate in resolving the queries.
- 2.9 The Publisher is responsible for managing all access administration aspects of the UDC Online for subscribers, comprising the identification and issuing of user names and passwords to the Subscribers.
- 2.10 The Co-publisher is responsible for taking action to ensure that its staff and Czech Subscribers follow security of access rules and prevent harmful usages.
- 2.11 Co-publisher staff, Subscribers and Authorized Users may not:
- a) Permit access to the Service by persons who are not Authorized Users.
  - b) Make local electronic copies of all or any part of Service content beyond what is required for normal use of the Service.
  - c) Use all or any part of Service content for any commercial use;
  - d) Distribute all or any part of Service content to anyone other than the Subscriber's Authorized Users.
  - e) In any way modify, reverse engineer or create derivative works from the Service;
  - f) Engage in activity that may burden the Server, such as computer programs that automatically download content, commonly known as web robots, spiders, crawlers, wanderers or accelerators.
- 2.12 The Co-publisher agrees that access to the services is given for free for education and training.

2.13 For all matters concerning the technical management of this agreement and of the Service, the parties establish the following agents responsible for all communications:

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| a) On behalf of the Publisher:<br>Dr. Aida Slavic, UDC Editor-in-Chief<br>UDC Consortium<br>PO Box 90407<br>2509 LK The Hague, The Netherlands<br>[REDACTED] | b) On behalf of the Co-publisher:<br>Ms. Marie Balikova<br>National Library of the Czech Republic<br>Klementinum 190<br>110 00 Prague 1<br>Czech Republic<br>[REDACTED] |
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### 3 TERM AND TERMINATION

- 3.1 This agreement shall be effective on the date signed and will be valid for three (3) years and automatically renewed for identical periods if not terminated by any of the parties upon written notification to the other party up to ninety (90) days before the end of the contracted period.
- 3.2 In the event that either party believes the other has materially breached any obligations under these Terms and Conditions, the non-breaching party shall so notify the other in writing. The notified party shall have thirty (30) days from receipt of this notice to solve the alleged breach and to notify the non-breaching party in writing that solution has been effected. If the breach is not solved within the thirty (30) day period, the non-breaching party shall have the right to terminate the contract without further notice.
- 3.3 This agreement shall also terminate if the Publisher or Co-publisher fails to comply with any terms or conditions set forth.

### 4 COPYRIGHT, WARRANTY AND LIABILITY

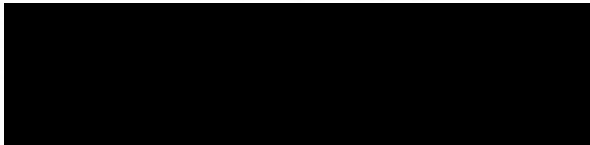
- 4.1 The Co-publisher guarantees to be the sole owner of the UDC translation in Czech and has full legal power and authority to enter into and perform this Agreement in accordance with its terms, including without limitation and the consent of any governmental body, any regulatory authority, or any third party.
- 4.2 The Co-publisher retains the copyright of the UDC translation in Czech. Without previous written consent of the Co-publisher, the Publisher may not make any use of the UDC data in Czech beyond making available the data in the *UDC Online in the Czech Language*.
- 4.3 While the Publisher will make all efforts to minimize defects and malfunction of the software and Server supporting the Service, the public interface and its functionalities are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to the suitability of the interface for particular purposes or communities.
- 4.4 The Co-publisher acknowledges that the Internet is an unsecured, unstable, unregulated and unreliable environment, and that the ability of Publisher to deliver and the Subscribers to access the Service may be dependent upon third parties (equipment, software, systems, data and services provided by various telecommunications carriers, etc.).
- 4.5 In no event will the Publisher be liable to the Co-publisher or any third party for any damages, including financial losses or other incidental or consequential damages arising out of circumstances beyond its reasonable control, or from the inability of Co-publisher or its Subscribers to use the Service.
- 4.6 No waiver or modification of any of the terms of this Agreement shall be valid unless in writing and signed by both parties.

4.7 Any dispute between the parties to the agreement concerning the interpretation or application thereof, shall be settled with the mutual consent of both parties, either by negotiation or arbitration. Without mutual consent, settlement shall be under article 4.8.

4.8 The agreement is governed by the terms herein and all that is not contemplated in them, operating under the Dutch law. The parties subject themselves to the exclusive jurisdiction of the courts in The Hague, Netherlands.

Date: December 21, 2020

Signed on behalf of the UDC Consortium



Name: Ms. Irena Sešek

Position: Chair

UDC Consortium

PO Box 90407

2509 LK The Hague

The Netherlands

PO Box 90407

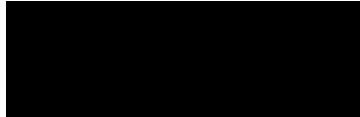
2509 LK The Hague

Netherlands

UDC CONSORTIUM

Date: 21.12.2020

Signed on behalf of the National Library of the Czech Republic



Name: Ing. Ivo Gottwald

Position: Economy and Operation Management

National Library of the Czech Republic

Klementinum 190

110 00 Prague 1

Czech Republic