

50148/2022

CONTRACT ON PROVISION OF RIGHTS
for the building of the Manuscriptorium Digital Library
MOTB CCO-044-2021

Parties:

National Library of the Czech Republic

Klementinum 190, Prague 1, Czech Republic
organisation established by the Ministry of Culture of the Czech Republic
Comp. Reg. No (IČO) 00023221 – Tax Reg. No (DIČ) CZ00023221
Represented by: Mgr. Tomáš Foltýn, Director General
(Hereinafter referred to as the "Acquirer")

and

Museum of the Bible

400 4th St SW, Washington, DC 20024, U.S.A.
IBAN: N/A
VAT NUMBER: N/A
Represented by: Jeff Kloha, Chief Curatorial Officer
(Hereinafter referred to as the "Provider")

Article 1 Definitions

Manuscriptorium

It is the digital library operated by the Acquirer in order to make accessible digital data (hereinafter referred to as the "Data"), i.e. catalogue records and the connected digital documents (digital pictures, complete texts, audio, video, multimedia texts) of the documentary heritage via Internet.

Data

It is all the data that is not protected, mainly the catalogue records (descriptions identifying the original document) and pictures of preview quality as well as higher quality digital pictures, complete texts, audio, video, multimedia documents.

Licence

It is an authorisation provided to the Acquirer to exercise the right to use the data from Manuscriptorium in the limited or unlimited extent in accordance the Contract on Provision of Rights.

Article 2 Subject matter of the contract

1. The subject matter of the contract is provision of rights to the Acquirer concerning the data of the Provider for the purpose of its inclusion in Manuscriptorium and also for its provision (making it accessible) to third persons (Manuscriptorium users) via Internet. The sets of the data to which a licence is provided are processed in the form of numbered appendices to this contract and they are gradually attached to it as its integral part. A sample appendix is given in the appendix to this contract.

2. The right according to the paragraph 1 is provided to the Acquirer free of charge.

Article 3 Rights and obligations of the Acquirer

1. The Acquirer is the administrator of the Manuscriptorium rights, he has access to all the data, i.e. to the whole content of Manuscriptorium (his licence is free of charge and shall remain valid only for the duration of this contract) and for this purpose:
 - a) He ensures the building up of the content of Manuscriptorium,
 - b) He determines the direction of the further development of Manuscriptorium in connection to the information environment and related projects.
2. By means of this contract the Acquirer accepts from the Provider the data and includes it with Provider's permission into Manuscriptorium for its further use in accordance with the terms of this contract. The set of the data and its specification is given in the appendix to this contract.
3. The Acquirer undertakes to provide the following services:
 - Ensuring of data procession compatible with the Manuscriptorium standards for the purposes of making it accessible in Manuscriptorium,
 - Making the Provider's data accessible together with other data in Manuscriptorium,
 - Long-term archiving of the provided data
 - Operation, administration, maintenance, and development of Manuscriptorium,
 - Administration connected with Manuscriptorium operation,
 - Promotion of Manuscriptorium.
4. The Acquirer provides services connected with the operation of Manuscriptorium, especially the organisation, administration, accessibility on the Internet, and its promotion.
5. The Acquirer is also entitled to use parts of the data for the purposes of promotion of Manuscriptorium in electronic or printed publicity materials of the Acquirer and/or by means of third parties under the conditions determined by Czech law (especially advertising in the press, TV spots and websites).

Article 4 Rights and obligations of the Provider

1. The Provider declares that he is entitled to handle the data provided in accordance with this contract and that he is entitled to provide the data to the Acquirer for the purposes, for the time and under the terms determined in this contract and he is liable to the Acquirer for any damage that would arise to the Acquirer in case this declaration was untruthful.
2. The Provider is liable for the correctness of the data and for the proper settlement of copyrights for the data with regard to access to it in Manuscriptorium. No provision of this contract shall transfer ownership of any of the data to Acquirer or any of its sub-licensees. Notwithstanding any other provision of this contract, the data is the property of the Provider, and the Provider alone may register copyrights in the data or any portion thereof anywhere in the world. Wherever the data is displayed by Acquirer or otherwise made available to Acquirer's sub-licensees, Acquirer shall include the following attribution of ownership: Copyright © 2021, Museum of the Bible, Inc. All rights reserved.

3. The Provider provides the Acquirer the data free of charge and for the duration of this contract, for the purposes of making it accessible in Manuscriptorium.
4. The Provider grants an authorisation (a licence) to the Acquirer to handle the provided data under the conditions determined by this contract. The data provided by the Provider remains in the possession of the Provider.
5. The Provider undertakes to act in favour of Manuscriptorium within the scope of his possibilities.

Article 5 Sub-licence

1. The Acquirer is entitled to provide free of charge access to third parties (users) on the Internet to the individual digital documents made available in Manuscriptorium in the maximum provided quality and completeness in order to view and print them for the purpose of studying and solely for non-commercial purposes.

Article 6 Final provisions

1. The parties are aware of the fact that any use of the data of the Provider outside the scope of the subject matter of this contract is conditioned by written consent from the Provider.
2. This contract is concluded for a period of two years and it shall be always automatically extended to a period of another two years at the end of every period of validity unless any of the parties terminates the contract one month before it expires.
3. The parties are entitled to terminate the contract either by agreement or by means of a written notice. For such cases, even when no reason is stated, the notice period is 3 months and it starts to run on the first day of the month following the month of its delivery to the other party, and the data that have already been provided to Manuscriptorium must not be used after the termination or expiry of the contract.
4. This contract comes to force and becomes valid on the day when it is signed by the authorised representatives of the parties.
5. This contract is signed in three original copies in English, and Czech languages, each of them being authentic. In case of divergence in the interpretation of this agreement, the English text shall prevail.
6. This contract can only be changed or supplemented in a written form by means of numbered supplements signed by the authorised representatives of the parties.
7. The legal relations not settled by this contract explicitly are governed by the legal regulations of the country of the defendant.
8. Any possible disputes arising from this contract shall be decided by the locally and the country of the defendant.