

ISBN Contract

Introduction to the Contract with the ISBN Registration Agencies:

The implementation of International Standard Book Numbering is segmented to three hierarchical levels:

First level: The International ISBN Agency Limited (“IIA”) is responsible for the assignment of registration group elements and blocks of registrant elements to the ISBN Registration Agencies (“ISBN-RA”)

Second level: The ISBN Registration Agencies are responsible for the assignment of the ISBN registrant elements to the publishers/producers.

Third Level: Generally, the publishers/producers are responsible for assigning a specific ISBN from within their allocated ISBN registrant elements to each monographic publication that they publish/produce. However, in the case of author-publishers or very small publishers who require only one or two ISBNs, the ISBN Registration Agencies may assign ISBNs, from a shared block reserved for that purpose, on behalf of those publishers. Producers do not include printers but may include intermediaries acting on behalf of the publisher to produce digital editions where the publisher has not provided ISBNs to the intermediary for that purpose.

IIA is the body which has responsibility for the worldwide implementation of ISO 2108, *Information and documentation – International standard book number (ISBN)*.

The purpose of ISO 2108 is to coordinate and standardize the use of identifying numbers so that each International Standard Book Number (ISBN) is unique to a title or edition of a monographic publication from a specific publisher or producer. Monographic publications include editions in their various bindings/formats, audio-books, mixed media publications, other similar media including educational/instructional films/videos and transparencies, educational/instructional software, digital publications (either on physical carriers or on the internet), microform publications, and Braille publications. Serial publications and notated music are specifically excluded, as they are covered by other identification systems. ISO 2108 specifies the construction of the ISBN and the location of the number on the publication.

An International Standard Book Number consists of thirteen digits made up of the following parts:

- 1) GS1 element
- 2) Registration group element
- 3) Registrant element

4) Publication element

5) Check digit

Inter alia, ISO 2108 establishes the “Principles for the assignment and use of the ISBN”, “Administration of the ISBN system”, “Check digit for the ISBN” and “Metadata for the registration of an assigned ISBN”.

In order that the allocation of blocks of registrant elements may proceed on a continuing basis and as a condition of the ISO 2108 standard, an international agency has been set up to assume responsibility for the system. IIA is a not-for-profit company limited by guarantee and has been appointed by International Organization for Standardization (“ISO”) as the Registration Authority for ISO 2108. All ISBN registration agencies are invited to be members of the company. The IIA is governed by an elected Board of Directors and holds annual general meetings which all members are invited to attend.

The registered office of IIA is: 48/49 Russell Square, London, WC1B 4JP, United Kingdom.

Definitions

Cost Recovery means the recovery of costs directly attributable to Services rendered under this Contract. Costs directly attributable to the Services are recoverable (such as overhead expenses incurred directly by ISBN-RA which are necessary or appropriate for the performance of the Services) through the fees charged for the Services. This may also include the maintenance of an operating surplus to facilitate, for example, strategic and developmental plans associated with providing the Services. Costs not directly related to the Services or costs directly related to additional services provided by ISBN-RA are not recoverable through the fees charged for the Services.

Data means any/all information required to enable the performance of the Services in accordance with this Contract, however stored, compiled and/or processed by or on the instructions of IIA and/or any ISBN-RA. For the avoidance of doubt, **Data** shall include information concerning which ISBNs within a specific block have already been allocated (and are therefore not available for allocation) and/or information concerning which ISBNs have not been allocated (and are therefore available for allocation) in order to avoid duplication of ISBN allocation.

Intellectual Property Rights OR IPRs means patents, utility models, rights to inventions copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

ISBN Registration Agency is any legal entity that has been designated by IIA to partly or fully provide, one or more Services limited to a specific territory, or region, or a specific field

or other defined area of operation as part of a designated ISBN registration agency network or system to implement ISO 2108.

RAND principle means the principle of supplying services on reasonable and non-discriminatory terms in accordance with applicable competition law. It may include requiring entities occupying an exclusive position in the relevant market to supply services on terms which are not anti-competitive and which would not be considered unlawful or abusive if imposed by a dominant firm in the relevant market. Moreover, it may include requiring such entities to supply services at rates which are not anti-competitive and which would not be considered unlawful or unreasonable if imposed by a dominant firm in the relevant market. Finally, it may include requiring such entities to supply services on terms which do not discriminate arbitrarily between end users and which would not be considered unlawful or discriminatory if imposed by a dominant firm in the relevant market.

Registration Authority is a legal entity that has been designated by ISO to implement specified functions in an ISO Standard, for example the allocation and registration of unique identification codes or numbers and/or the provision of Services. In some cases, the Registration Authority may designate ISBN-RA to provide partly or fully such Services.

Services are as defined in Article IV of the Contract Terms and Conditions.

Subcontractor is one or more third parties that ISBN-RA may subcontract with for assistance in the performance of the Services. Subcontractors may provide support services such as, but not limited to, IT or financial services, software licenses or other facilities needed for the provision of the Services.

The IIA has the following functions:

- 1) To promote, coordinate and supervise the world-wide use of the ISBN system;
- 2) To represent the interests of the ISBN community to other relevant organizations;
- 3) To appoint appropriate organisations as ISBN registration agencies and revoke such appointments as necessary;
- 4) To maintain the international numbering system and associated databases;
- 5) To define registration groups and their areas of responsibility and allocate them to appropriate ISBN registration agencies;
- 6) To determine the definition of registration group rules which govern the length of available registrant elements within each group and ensure that an accurate and comprehensive register of these rules is available publicly at all times;
- 7) To allocate ranges of unique registrant elements within the appropriate registration groups to ISBN registration agencies and to maintain a complete and accurate register of the registrant elements that have been assigned;
- 8) To secure the maintenance of ISBNs and their associated ISBN metadata through ISBN registration agency registers;

- 9) To develop, implement, monitor and enforce policies and procedures governing the operations of ISBN registration agencies and the process of ISBN registration by those ISBN registration agencies including any fees associated with that process;
- 10) To facilitate the review and resolution of duplicate assignments of ISBN;
- 11) To review and decide on any appeals relating to decisions made by ISBN registration agencies on applications for ISBN;
- 12) To analyze any complaint it receives relating to the Services provided under this Contract by an ISBN-RA;
- 13) To develop, maintain and make publicly available documentation for users of the ISBN system;
- 14) To implement and maintain funding arrangements as necessary to support the operations of IIA including, but not limited to, financial contributions from ISBN registration agencies;
- 15) To provide ISBN registration agencies with such software as the IIA may at its sole discretion develop from time to time to facilitate the operations of ISBN registration agency;
- 16) To provide ISBN registration agencies with information and educational material for their operational use and to assist in the promotion of ISBN;
- 17) To provide updates on matters related to the ISBN system in the form of newsletters and bulletins for ISBN registration agencies from time to time;
- 18) To arrange training seminars for ISBN registration agencies on a regional basis or other convenient location;
- 19) To continue to develop the International ISBN Agency Web Site and link it to ISBN registration agency web sites;
- 20) To compile and maintain statistical and other data on ISBN-related operations (“Progress Report”);
- 21) To receive, collate and process Data Submission Files from ISBN registration agencies in order to make available an international directory of publishers and their ISBN assignments; and
- 22) To provide ISBN registration agencies, free of charge, with copies of all materials related to the ISBN system that are produced by the IIA.

Contract Terms and Conditions

Article I, Parties:

The parties to this Contract are:

A) The International ISBN Agency Limited (company number 5332288), whose registered office is at 48/49 Russell Square, London WC1B 4JP, United Kingdom **(IIA)**

and

B) National Library of the Czech Republic – Czech National ISBN and ISMN Agency whose registered office is at Národní knihovna České republiky, Česká národní agentura ISBN a ISMN, Mariánské náměstí 190/5, 110 00 Praha, Czechia **(ISBN Registration Agency or ISBN-RA)**

Article II, Definitions:

“Territory” means the specific territory, or region, or a specific field or other defined area of operation of the ISBN-RA. The Territory of National Library of the Czech Republic – Czech National ISBN and ISMN Agency is Czechia.

Article III, Purpose:

This Contract sets out amongst other things the terms and conditions upon which the ISBN-RA shall be responsible for the performance of the Services in the Territory.

Article IV, Services and obligations of the ISBN-RA:

The Services to be performed by the ISBN-RA in their designated Territory under this Contract in relation to ISBNs are as follows:

- 1) Use reasonable endeavours to ensure that a continuous service, as specified in the Contract between IIA and the ISBN-RA, is provided;
- 2) To develop and make publicly available to applicants and potential applicants defined service levels and timeframes for the assignment of ISBN registrant elements and, where applicable, of single ISBNs. Defined service levels and timeframes must be reasonable such that assignments shall not take in excess of four weeks from receipt of complete and accurate application. ISBN-RA shall submit details of service levels and timeframes to IIA on request. Repeated failure to meet defined service levels and timeframes shall be regarded as a material breach of this Contract;
- 3) To advise applicants promptly to make necessary and suitable amendments or supply extra information in order that applications which are not complete and accurate may be made so and appropriately processed within service levels;
- 4) To issue notification of the assignment of an ISBN or of an ISBN registrant element to the registrant of that monographic publication or publisher name;
- 5) To create, manage and maintain registers of ISBN, ISBN metadata and administrative data in accordance with the policies set out from time to time by IIA. (For the avoidance of doubt, tasks involving ISBN metadata may be delegated by the ISBN-RA to a designated bibliographic agency provided that compliance is made with these specifications);
- 6) To correct inaccurate ISBNs and ISBN metadata if proof of such inaccuracy is provided;
- 7) To provide details of its fee schedules for ISBN assignment and to collate and maintain statistical data on its ISBN-related operations and report these in the format and at the intervals to be stipulated by the IIA (“Progress Report”). ISBN-RA may be required by IIA to provide self-certified evidence that they are complying with the RAND principle and cost recovery;

- 8) To educate and train publishers and producers applying for ISBN in the use of the ISBN system in compliance with the specifications of the applicable edition of the ISBN standard in force at the time;
- 9) To adhere to the ISBN policies and procedures established from time to time by IIA in compliance with the specifications of the applicable edition of the ISBN standard in force at the time;
- 10) To make available a manual of ISBN instruction for publishers and other users;
- 11) To make available lists of ISBNs, with check digits already calculated, to publishers and producers numbering their publications;
- 12) Where appropriate, to assign ISBNs to publications for those publishers who do not assign their own ISBNs. To advise publishers and producers of ISBNs assigned upon request;
- 13) To promote ISBN and awareness of the ISBN system and to contact publishers who do not assign ISBNs to advise them of the importance and value of assigning ISBNs to all qualifying publications and supply them with full details about how to adopt the standard;
- 14) To use reasonable endeavours to liaise with publishers about the numbering of their back lists;
- 15) To use reasonable endeavours to achieve total ISBN numbering in the Territory for which the ISBN-RA is responsible;
- 16) To arrange for the publication of the ISBNs in appropriate trade lists or any other bibliographies and to use reasonable endeavours to ensure that end users of ISO 2108 may access and use such data and/or information as may be reasonably be required to apply ISO 2108 for their proper purposes;
- 17) If requested by IIA and in order to resolve specific queries, to make ISBN and associated metadata available to other ISBN-RA and to users of the ISBN system in compliance with policies set out by the IIA;
- 18) To use its best efforts to ensure that data and/or information produced and provided to end users under this Contract are accurate and up-to-date. ISBN-RA shall use its best efforts to ensure that data and/or information received by ISBN-RA, during the course of the performance of the Services is inputted and shall be maintained in a format that is readable by commercially available or open source software;
- 19) To submit to IIA periodically, or as and when requested, a list of all publishers (including address and other contact information) and their ISBN registrant elements or single ISBN allocations for inclusion in an international directory of publishers and their ISBN assignments edited by the IIA (“Global Register of Publishers”). The data shall be delivered free of charge in the format and schema requested by IIA by the date stipulated (“Data Submission File”);
- 20) To provide IIA, upon its request, with information and documentation that allows IIA to fully analyze a complaint in relation to the Services provided under this Contract, e.g.

regarding fees, access to and use of, as well as accuracy of data and/or information in connection with the implementation of this Contract. For clarification this includes the information and documentation of ISBN-RA. All information and documents provided by ISBN-RA to IIA under this clause shall be used solely for the purpose of verifying compliance with this Contract and for the enforcement of this Contract;

21) To comply with the latest version of the applicable law, and in particular with the following types of legislation in force in the territories where ISO 2108 shall be implemented:

- a) Competition legislation
- b) Data Protection legislation

ISBN-RA may be required by IIA to provide IIA with self-certified evidence of its compliance with this legislation; and

22) To comply with all reasonable instructions of IIA which relate to ISBNs.

Article V, Administration:

- A) The ISBN-RA, when necessary, may be assisted in performing its work by an Advisory Board composed of representatives from the communities affected by the current edition of ISBN Standard ISO 2108.
- B) The ISBN-RA shall receive no compensation from IIA.
- C) To help recover its expenses as an ISBN-RA, the ISBN-RA may charge fees for the assignment of ISBNs. ISBN-RA shall use reasonable endeavours to ensure that the provision of all Services under this Contract shall be in compliance with the RAND principle. ISBN-RA may charge fees for the Services on a Cost Recovery basis only. ISBN-RA shall submit to IIA details of its fee schedules for ISBN assignment at least annually.
- D) If the fee schedules of ISBN-RA are not compliant with RAND principle and/or Cost Recovery basis, IIA shall have the right to require ISBN-RA to amend its fee schedules in accordance with RAND Principle and Cost Recovery. ISBN-RA must amend its fee schedules within thirty (30) days of any such notification.
- E) ISBN-RA may bundle the Services with other services not related to this Contract, however, only provided that they do not make it a condition for users of ISO 2108 to buy such additional services in order to have access to the Services under this Contract.
- F) The ISBN-RA agrees to pay an annual membership subscription for the maintenance of IIA. The amount of such annual subscription shall be decided by the Board of Directors of IIA. Changes to the amounts shall, at the latest, be notified at the AGM preceding the year in which the annual subscription is due.

Article VI, Rights in Materials

- A) All intellectual property rights in any materials produced by the ISBN-RA under this Contract shall be the property of the ISBN-RA (or its third party suppliers).
- B) Copyright in the Global Directory of Publishers and its data in all formats, media, distribution channels and licences vests in the IIA.
- C) Upon termination of this Contract, ISBN-RA shall as soon as reasonably practicable cease using the ISO trademark (including the ISO name and logo) and transfer to ISO as soon as reasonably practicable any domain names incorporating ISO, or ISO 2108 or the Services.
- D) Upon termination of this Contract for any reason other than the withdrawal of ISO 2108, ISBN-RA shall, upon IIA's request and within thirty (30) days of termination, submit to IIA all Data in such format as may be agreed between the relevant parties, provided that all Data must be delivered in a format that is readable by commercially available or open source software.
- E) Upon termination of this Contract, if requested by IIA (or by a successor Registration Authority as the case may be), the ISBN-RA shall as soon as reasonably practicable enter into good faith negotiations with IIA (or with a successor Registration Authority as the case may be) with a view to negotiating licences of such Intellectual Property Rights as may be deemed essential or desirable for IIA (or for a successor Registration Authority as the case may be) to continue with the implementation of ISO 2108.
- F) Following termination of this Contract ISBN-RA may continue to use the Data, provided that such use:
 - a) is restricted to purposes not related to the services (e.g. research, compilations in relation to authors);
 - b) makes no reference, direct or indirect to ISO, ISO 2108, or the services; and
 - c) would not lead a reasonable person to believe that ISBN-RA was in any way connected to ISO, ISO 2108 or the services.

Article VII, Term:

This Contract shall commence on the date of signature by both parties whereupon the ISBN-RA shall also become a member of IIA, subject to the payment of the appropriate annual membership subscription. The ISBN-RA hereby agrees to execute all required documentation in relation to its membership of IIA.

Article VIII, Termination:

- A) This Contract will automatically terminate:
 - i) On the date that the agreement between IIA and ISO ends and IIA is no longer the Registration Authority for ISO 2108. IIA will provide notification of at least thirty (30) days that such agreement shall be terminated.
 - ii) If ISO 2108 is withdrawn.
- B) IIA may terminate this Contract at any time by giving [thirty (30) days] written notice to the ISBN-RA upon a material breach by the ISBN-RA of any part of this Contract which is incapable of remedy or which, if capable of remedy, is not so rectified within [thirty (30)] days.
- C) IIA may terminate this Contract at any time forthwith by giving written notice to the ISBN-RA upon an order being made for the purposes of liquidation of the ISBN-RA.
- D) IIA may terminate this Contract at any time forthwith by giving written notice to the ISBN-RA if the ISBN-RA ceases to be a member of IIA for any reason, including, but not limited to, by reason of the provisions of the Articles of Association of IIA.
- E) The ISBN-RA may terminate this Contract at any time provided that it gives not less than one hundred and twenty (120) days' notice in writing to IIA.
- F) This Contract may be terminated at any time by mutual written agreement of the Parties.
- G) Upon termination of this Contract the ISBN-RA shall not act as or hold itself out as an ISBN-RA.
- H) Appeals against decisions in relation to membership of IIA shall be dealt with in accordance with Article 24 of the Articles of Association of IIA and as reproduced in the attached Schedule A (the Memorandum and Articles of Association).

Article IX, General Provisions:

- A) The ISBN-RA shall fully indemnify and hold harmless IIA from any and all judgments, actions, damages, claims and costs, including reasonable attorney fees, arising directly or indirectly from any act or omission of the ISBN-RA.
- B) Subject to IIA's compliance with the terms of this Contract (including with its functions as set out in the Introduction to this Contract), ISBN-RA waives its right, to the maximum extent permitted by English law, to bring any claim against IIA, its employees, representatives, mandatees and other members in relation to this Contract, except where such claim results solely from (a) the gross negligence or wilful misconduct of IIA, its employees, representatives, mandatees or other members; or (b) a breach of this Contract by IIA, its employees, representatives, mandatees or other members.

- C) Subject to IIA's compliance with the terms of this Contract (including with its functions as set out in the Introduction to the Contract), ISBN-RA shall indemnify IIA, its employees, mandates, or other representatives against all claims which have their cause in the unlawful implementation of this Contract by ISBN-RA, including the consequences of possible actions of competition law authorities in connection with ISO 2108 and its implementation.
- D) Subject to IIA's compliance with the terms of this Contract this Contract expressly excludes any liability on the part of IIA, its employees, mandatees or other representatives towards any Subcontractor of ISBN-RA as well as towards any user of ISO 2108.
- E) This Contract, together with Memorandum and Articles of Association of IIA (as may be amended from time to time) and any policies from time to time issued by IIA, contains the entire understanding of the parties in respect of the subject matter hereof and supersedes all prior agreements, negotiations and discussions between the parties relating to it. No alteration or amendment to this Contract will be binding unless it has been agreed in writing by authorised representatives of both parties.
- F) Unless otherwise specifically stated herein this Contract does not create any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to it and no person who is not a party to this Contract may enforce any of its terms or rely on any exclusion or limitation contained in it.
- G) IIA shall not be liable under this Contract to the ISBN-RA for any:
- (i) indirect or consequential loss;
 - (ii) loss of revenue;
 - (iii) loss of profits;
 - (iv) loss of business or goodwill; or
 - (v) loss of contracts,
- howsoever caused and even if such loss was reasonably foreseeable or IIA had been advised of the possibility of the ISBN-RA suffering such loss.
- H) The provisions as to liability shall continue in full force and effect despite termination of this Contract for whatever reason.
- I) The ISBN-RA may not assign this Contract without the prior written consent of IIA.
- J) If any term or provision of this Contract shall be held to be invalid, illegal or unenforceable, the remaining terms or provisions shall remain in full force and effect and such invalid, illegal or unenforceable terms and provisions shall be deemed, ab initio, not to have been part of this Contract.
- K) Any waiver, concession or indulgence made by either party shall not be considered as a continuing waiver of its rights.
- L) In the event of any inconsistency between the terms of this Contract and the Articles of Association of IIA the terms of the Articles of Association shall prevail.

M) This Contract shall be subject to and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

N) All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply. The governing law of the Contract shall be the laws of England and Wales. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be the courts of England and Wales. The language to be used in the arbitration proceedings shall be English.

The International ISBN Agency Ltd
International ISBN Agency



Signed: _____

By: _____

Title: _____

Date: 14/12/23

Signed: _____

By: _____

Title: _____

Date: 14-12-23

National Library of the Czech Republic –
Czech National ISBN and ISMN Agency

MÁRODĚLSKÉ REPUBLIKY
Kler... 10 00 Praha 1

Signed: _____

By: _____

Title: _____

Date: 28.11.2023

Schedule A

The Memorandum and Articles of Association of The International ISBN Agency Ltd