



UDC

E. j. NK-2501/0027/16

CONSORTIUM

U DC CONSORTIUM MEMBERSHIP AGREEMENT REGULAR MEMBER

THE CONSORTIUM MEMBERSHIP AGREEMENT (hereinafter the "Agreement") by and between the **UDC Consortium** (PO Box 90407, 2509 LK The Hague, The Netherlands) (hereinafter also referred to as the "Consortium") and the National Library of the Czech Republic (Ident. No. 00023221) having an office at Klementinum 190, 110 00 Prahal, Czech Republic (hereinafter also referred to as the "Member").

WHEREAS, the National Library of the Czech Republic wishes to participate as a Regular Member in the Universal Decimal Classification Consortium, the purposes of which are fully set forth in the Consortium Constitution;

WHEREAS, the Consortium wishes to increase participation of UDC publishers in its activities in order to improve development and dissemination of UDC in the best interest of the publishers and users;

WHEREAS, the current Consortium Executive Committee has agreed to accept the National Library of the Czech Republic (Ident. No. 00023221) as a Regular Member of the Consortium under the terms and conditions established in the Consortium Constitution;

NOW, THEREFORE, THE CONSORTIUM AND THE NATIONAL LIBRARY OF THE CZECH REPUBLIC AGREE AS FOLLOWS:

1. PURPOSES OF MEMBERSHIP

Membership of the Consortium is intended to support objectives and activities defined in the UDC Consortium Constitution. These include provision for the development and maintenance of the Universal Decimal Classification scheme, protection of its integrity, support of its users, translations, publications and dissemination of new UDC editions. In addition, fostering cooperation and common policies between UDC publishers on the basis of the foregoing.

2. TERM OF MEMBERSHIP

2.1 The Initial Term of Membership ("Initial Term") is one year and begins with the calendar year 2016.

2.2 The Membership Agreement comes into the force since first of January 2016, irrespective of the date of payment of the Membership Fee.

2.3 Thereafter, this Agreement shall automatically renew for successive one-year terms ("Renewal Terms") beginning on the first day of the following calendar year, unless the Member notifies the Consortium of its intent not to renew the then current term at least six (6) months prior to its termination.

5.5 The right to put forward proposals for UDC revisions and corrections to be considered by the Editor-in-Chief and/or other members of the UDC Editorial Committee.

5.6 The obligation to keep control over their own publishing and/or other UDC related activities at no expense to the Consortium, except otherwise agreed in writing.

6. SPECIAL BENEFITS

6.1 Regular members are entitled to the following benefits:

- The exclusive right to publish and distribute their UDC products in any media or carrier within their own country, under any publishing license at a XXXXXX % discount rate;
- Free of charge pre-publishing licence;
- XXXXX % discount on the following UDCC services: edition alignment with the latest UDC MRF data, data conversion/formatting/exports, training and consultations;
- Free of charge use of the Consortium translation database and translation support service;
- Free of charge copy of each of the UDC MRF data file updates and *Extensions & Corrections to the UDC*;
- Free marketing of their UDC products on the UDCC website, conferences organized by UDC and conferences participated by UDCC staff;
- XXXXX % discount on purchase of UDCC publications; and XXXXX % discount if the Member sells the Consortium publications in their country;
- XXXXX % discount on the subscription to the other available languages in the UDC Online service;

6.2 Special benefits for Members may be subject to revision after the Initial Term of Membership, upon decision of the Consortium Executive Committee.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Consortium is the sole owner of the intellectual property rights to the UDC, and the Consortium is entitled to issue publication licences on terms fixed by the Executive Committee.

7.2 The Member shall obtain from the Consortium the right to publish UDC products in a given language under the Terms and Conditions of a specific Publishing License.

8. USE OF NAMES

The Member will not use the name of the Consortium, and the Consortium will not use the name of the Member in any form of publicity that is not related to UDC activities, products and services without written permission of the other party.

9. NOTICES

All notices or other communications to or upon either party shall be in writing to the following addressees:

3. MEMBERSHIP FEE

3.1 The Membership Fee is XXXXXXXX € (XXXXXXXXXXXXXXXXXXXXX Euros) for each Term.

3.2 The Membership Fee may be subject to revision after the Initial Term of Membership, upon decision of the Consortium Executive Committee.

4. RIGHTS AND OBLIGATIONS OF THE CONSORTIUM

The Consortium shall have the following rights and obligations under this Agreement:

4.1 The obligation to provide the Member with

- i) all relevant information about the Consortium activities,
- ii) support for UDC-related activities within the Consortium's goals and procedures, and
- iii) UDC publishing licenses and services at a discount price as established by the Consortium Executive Committee.

4.2 The obligation to use the Member Fees towards the Objects and Goals of the Consortium and provide the Member with an Annual Financial Statement.

4.3 The obligation to establish and maintain an Executive Committee comprised of one representative of each Member which shall operate as set forth in Article 5 of the Consortium Constitution.

4.4 The right to exclude the Member from the Consortium, upon decision of the Executive Committee, if the Member fails to pay the Membership Fee or to fulfill any other Member obligations.

5. RIGHTS AND OBLIGATIONS OF THE MEMBER

The Member shall have the following rights and obligations under this Agreement:

5.1 The right to obtain from the Consortium

- all relevant information about the Consortium activities;
- the support to its UDC related activities within the Consortium's goals and procedures, and
- to acquire from the Consortium UDC publishing licenses and services at a discount price, as established by the Consortium Executive Committee.

5.2 The obligation to pay the initial Term Membership Fee no longer than one month after the Membership Agreement is signed; and prior to or no longer than one month after the renewal date in the following terms. Member Fees are non-refundable and shall be payable to the Consortium in Euros.

5.3 The right to appoint a representative to the Consortium Executive Committee, to attend its meetings in accordance with Article 5 of the Consortium Constitution. All expenses derived from the participation in the Executive Committee meetings are the responsibility of the Member.

5.4 The right to receive all information and documents released to and from the Consortium Executive Committee in the case of not appointing a representative.

Name: PO Box 90407

Klementinum 190

Position: 2509 LK The Hague
The Netherlands

110 00 Prague 1
Czech Republic

10. MODIFICATIONS

This Agreement may be amended only in writing and signed by the Consortium and the Member.

11. GOVERNING LAW

The agreement is governed by the terms herein and all that is not contemplated in them, operating under the laws of The Netherlands.

Place: The Hague

Signed

Date: 26.09.2016

Place: Prague

Signed on behalf of the UDC Consortium

Date: 14.10.2016

Signed on behalf of the National Library of the Czech Republic

Name: PhDr. Petr Kroupa

UDC Consortium

Position- Chairperson
PO Box 90407

Position: authorised to administration

2509 LK The Hague Netherl UDC Consortium

National Library of the Czech Republic

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110 00 Prague 1

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