Consortium of EUropean REsearch LIBRARIES

MEMORANDUM OF AGREEMENT ON SPECIAL MEMBERSHIP

1st DRAFT

A Memorandum of Agreement for Special Membership between:

The Consortium of European Research Libraries, Finsbury Business Centre,
40 Bowling Green Lane, London ECIR 0NE, United Kingdom (‘CERL’)

AND

Ufficio Nazionale per i Beni culturali ecclesiastici (= UNBCE) delle Conferenza episcopale italiana (=CEI)

as agreed in terms of the application for Special Membership made by UNBCE in October 2013, approved by CERL’s Board of Directors on 30 October 2013

UNDER THE TERMS OF THE AGREEMENT:

1. THE CONSORTIUM OF EUROPEAN RESEARCH LIBRARIES (CERL) AGREES THAT:

1.1 The UNBCE shall become a CERL Member under the terms of Special Membership.

1.2 Under the terms of the agreement, the UNBCE shall have access to the Heritage of the Printed Book (HPB) Database, and shall be able to download and re-use records held in the Heritage of the Printed Book (HPB) Database for cataloguing purposes, not for commercial exploitation.

1.3 Under the terms of the agreement, if the UNBCE wish, in addition, to offer access to the Heritage of the Printed Book (HPB) Database to its library users may give access to the HPB in its reading rooms (on the basis of IP recognition), or remotely via an authentication system to identify their registered users only.

1.4 Special Membership conveys one voting right.

1.5 Representatives from the UNBCE can be elected to join CERL’s committees and to become a Director of CERL.
2. THE UNBCE AGREES THAT:

2.1 The UNBCE will endeavour to contribute online files to CERL databases, as suggested in APPENDIX 1 of this agreement

2.2 The annual membership fee shall be 1,000 EUR

2.3 CERL shall provide the UNBCE with invoices at the following points during the period of membership:

- 1st invoice: after completion of the Memorandum of Agreement
- Further invoices: October each year for the following year

2.4 The membership of CERL for the UNBCE shall come into force on the date of receipt by CERL of payment of the first invoice

2.5 Payment of the membership fee invoice shall be made by the UNBCE direct to CERL’s Bank Account at Lloyds Bank, Victoria House, Southampton Row, London WC1B 5HR

3. WARRANTY

Each party warrants that it has the authority to enter into this Memorandum of Agreement

4. TERM OF AGREEMENT

This agreement shall be concluded on a permanent basis for an indefinite time. Both CERL and the UNBCE shall be entitled at any time to terminate this agreement in writing annually per 31 December of each calendar year, subject to a period of notice of six months

5. AMENDMENT TO THE AGREEMENT

This Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by or on behalf of both parties

6. CONTRACT INFORMATION

CONSORTIUM OF EUROPEAN RESEARCH LIBRARIES

For all matters relating to the Heritage of the Printed Book (HPB) Database and CERL services, the
address for communications shall be:

Drs Marian Lefferts  
Executive Manager  
Consortium of European Research Libraries  
Postbus 90407  
NL-2509 LA DEN HAAG  
The Netherlands  

Telephone: +31 (0) 70 314 0135  
Fax: +31 (0) 70 314 0633  
Email: marian.lefferts@cerc.org  

For all matters relating to the Memorandum of Agreement, and other administrative matters, the address for communications shall be:

Dr Cristina Dondi  
Company Secretary  
Consortium of European Research Libraries  
Finsbury Business Centre  
40 Bowling Green Lane  
LONDON ECIR 0NE  
United Kingdom  

Telephone: +44 (0) 20 7415 7134  
Fax: +44 (0) 20 7970 5643  
Email: secretariat@cerc.org  

UNBCE  

For all matters relating to the Memorandum of Agreement, the address for communications shall be:

Mons Stefano Russo  
Direttore UNBCE  
Via Aurelia 468, 00165 Rome  
Phone (+39) 06 66398455/421/422  
Email unbc@chiesacattolica.it
This Memorandum of Agreement is binding on each party and its successors and assignees during the period of Special Membership.

AS WITNESS the hands of the duly authorised representatives hereto the day and year first above written.

Signed on behalf of the UNBCE by:

Signature: [Signature]

Name: Stefano RUSSO

Title: Director of UNBCE

Date: November 6, 2013

Signed on behalf of the Consortium of European Research Libraries (CERL) by:

Signature: [Signature]

Name: CRISTINA DONISI

Title: SECRETARY OF CERL

Date: 20 NOV. 2013
APPENDIX 1 TO THE MEMORANDUM OF AGREEMENT:

ELECTRONIC FILES CONTRIBUTION:

1. The UNBCE shall offer online files of pre-1830 European records for inclusion in the Heritage of Printed Book (HPB) Database. The terms on which such files shall be added to the Heritage of Printed Book (HPB) Database shall be identical to those that apply to all CERL member libraries offering files, as set out in the CERL guidelines (www.cerl.org).

2. The UNBCE shall co-operate with the CERL Secretariat in developing a timetabled programme for the inclusion of their files in the Heritage of Printed Book (HPB) Database.

3. The UNBCE will endeavour to contribute to CERL’s other research initiatives, such as the integration of electronic descriptions of manuscript material in the CERL Portal, the integration of authority files (specially of Provenance Information) in the CERL Thesaurus, and the cataloguing of incunabula in the Material Evidence of Incunabula (MEI) Database.

4. The UNBCE will provide contact emails of Special Collections colleagues working in their library whose interaction with CERL will benefit their departments as well as the scholarly community they work with, in order to expand and consolidate CERL’s network.