

PARTNERSHIP AGREEMENT
Regarding Partnership in The European Library

The undersigned:

Foundation under Dutch law **STICHTING CONFERENCE OF EUROPEAN NATIONAL LIBRARIANS**, having its seat in The Hague and its address at Prins Willem Alexanderhof 5, 2595 BE The Hague, hereinafter "**CENL**",

and

National Library of Azerbaijan, Xaqani küçesi 29, Baki 370601, Azerbaijan. hereinafter "**Partner**",

whereas:

- the CENL is an initiative of the national libraries of the Member States of the Council of Europe and Vatican City, *inter alia* to increase and reinforce the role of the national libraries in Europe and promote access to their resources;
- in achieving its objectives, the CENL initiated The European Library, a set of services for its participants that includes the aggregation and dissemination of metadata, bibliographic records and collection descriptions in the languages of the respective states; participation in European projects; and a best practice network for partner libraries;
- Europeana – multi-lingual online collection of millions of digitized items from European museums, libraries, archives and audiovisual collections – is an initiative under the Commission's digital agenda, aiming to make Europe's cultural and scientific heritage accessible to all on the internet.
- a Service Level Agreement has been signed by the CENL and Europeana on 16th March 2016. It constitutes the legal basis for providing TEL operational services to CENL partners starting from January 1st, 2016.
- the Partner wishes to benefit from the services of The European Library under the terms and conditions set out in this agreement.

Article 1 – Definitions

Annual Partnership Fee	– The annual fee that the Partner shall contribute to the CENL for benefitting from The European Library services, as described in article 8 of this agreement
Appendix	– A document for Partners of The European Library to define clearly which metadata may be released under which specific terms and conditions
CC0 1.0 Metadata	– Metadata provided to the CENL by the Partner for distribution under CC0 1.0
CC0 1.0	– The Creative Commons Universal Public Domain Dedication as published at: http://creativecommons.org/publicdomain/zero/1.0/ .
Contact Person	– The contact person appointed by the Partner on the grounds of articles 7.3, 12.3.
Content	– a physical or digital object that is part of the collection of a Partner
Europeana Foundation	– Foundation under Dutch law, Stichting Europeana
Partner	– a national library, participant of the CENL, that has entered into this Partnership Agreement
Intellectual Property Rights	– Intellectual property rights including, but not limited to copyrights, related (or neighbouring) rights and database rights
Metadata	– Textual information (including hyperlinks) that may serve to identify, discover, interpret and/or manage Content
Partnership Agreement 2015	– The Partnership Agreement between the Partner and CENL as entered into in 2015
Preview	– A reduced size or length audio and/or visual representation of Content, in the form of one or more images, text files, audio files and/or moving image files
Public Domain	– Content, Metadata or other subject matter not protected by Intellectual Property Rights and/or subject to a waiver of Intellectual Property Rights
Restricted Metadata	– All Metadata provided to the CENL by the Partner for distribution only on the Europeana platform and other related services of The European Library under terms other than CC0 1.0
The European Library	– A set of activities provided by Europeana that includes the aggregation and dissemination of metadata, bibliographic records and collection descriptions in the languages of the respective states; participation in European projects; and an expert hub and best practice network for partner libraries;
The European Library Handbook	– A handbook drafted to assist Partners in making their Metadata and Previews available through The European Library for 2015, via LOD for libraries and via Europeana channels, which handbook is at the effective date of this agreement accessible through http://www.theeuropeanlibrary.org/confluence/display/wiki/Handbook
Third Party	– Any natural or legal person who is not party to this agreement

Article 2 – Obligations of CENL

- 2.1 The CENL undertakes to provide The European Library services and to arrange for and coordinate all services required to operate under the conditions set out in this agreement.
- 2.2 In meeting its obligations mentioned under article 2.1, the CENL has entered into a Service Level Agreement with Europeana to perform the services for its partners.
- 2.3 It is the responsibility of the CENL that Europeana Foundation performs the obligations of articles *3, *5.2 and *6.4 of this agreement.

The CENL reserves the right to transfer the Service Level Agreement for The European Library operational services, in agreement with Europeana Foundation, to another legal entity of its choice. The Partner is to be duly informed if this were to happen. In the event of a transfer of TEL services to another entity, CENL shall make sure that TEL services will be provided until the end of the current agreement.

Article 3 – Provision of Metadata and Content

- 3.1 The Partner may submit Metadata and Previews to the CENL, via the European Library, for the purpose of making them publicly available through Europeana. Under the condition that and in as far as the requirements of articles *3.2 and *5.3 and *6.1 of this agreement are met, the CENL shall ensure that Europeana shall make its best efforts to include all submitted Metadata and Previews via The European Library platform and publish them as a part thereof.
- 3.2 The Partner must make its best efforts to ensure it provides Metadata and Previews in accordance with the requirements outlined in The European Library Handbook. Should the Partner not meet the requirements of The European Library Handbook with regards to the provision of (a part of) the Metadata and Previews, the CENL has the right to ask Europeana to process these Metadata and Previews in such a manner that the requirements of The European Library Handbook are met. For the avoidance of doubt, Europeana may process the Metadata only without amending the contents of the Metadata and Previews.
- 3.3 At the request of the Partner, the CENL shall ask Europeana to remove Metadata and Previews from the platform within thirty (30) days of notification.

Article 4 – License to use Metadata and Previews

- 4.1 The Partner hereby grants the CENL a non-exclusive licence that permits Europeana Foundation to use the Metadata provided by it for:
 - 4.1.1. offering aggregation and associated services in a regular manner; and
 - 4.1.2. promotional purposes (including promotional activities using social media) in regard to The European Library and related services.
- 4.2 In the event that the Partner provides URLs pointing to Previews as part of the Metadata provided to the CENL, Europeana is entitled to publish these URLs together with other Metadata, unless the Partner indicates to the CENL that it does not allow Europeana to do so.

Article 5 – Conditions for use of Metadata and Previews by Third Parties

- 5.1 The Partner hereby grants the CENL a licence under the terms of CC0 1.0 to the Metadata identified by the Partner as CC0 1.0 Metadata. The Partner recognizes that it hereby waives – to the greatest extent permitted by, but not in contravention of, applicable law – all Intellectual Property Rights owned by the Partner in the CC0 1.0 Metadata.
- 5.2 The Partner hereby grants the CENL the right to authorise Europeana to publish all Restricted Metadata and all Previews under the terms and conditions specified by the Partner in the Appendix.
- 5.3 The Partner will specify the terms and conditions for use of his Metadata and Previews as referred to in article *5.1 and *5.2 of this agreement in a clearly identifiable rights field and follow the instructions of the CENL, set out in The European Library Handbook, in that regard.
- 5.4 The CENL and all Partner Libraries may make further arrangements after the effective date of this agreement to enable use of all Restricted Metadata and Previews for non-commercial research purposes.
- 5.5 The Partners allows the CENL the right for Europeana to publish the Basic Metadata and Restricted Metadata and Previews as specified in articles 5.1, 5.2 and 5.3

Article 6 – Third Party rights

- 6.1 The Partner must make best efforts to provide the CENL with correct Metadata in regards to the Intellectual Property Rights relating to the Content, including the identification of Content that is Public Domain as being Public Domain.
- 6.2 In as far as the Partner has provided or will provide the CENL with Metadata or Previews that originate from Third Parties, the Partner shall ensure that these Third Parties have authorized the Partner to grant the CENL the rights referred to in articles *4.1, *4.2, *5.1 and *5.2 of this agreement.
- 6.3 Notwithstanding articles *6.2 of this agreement, the Partner must make best efforts to ensure that performance by Europeana of the acts referred to in articles *4.1, *4.2, *5.1 and *5.2 of this agreement does not constitute an unlawful act by the CENL towards a Third Party, including but not limited to:
 - 6.3.1. a violation of Intellectual Property Rights of a Third Party; and
 - 6.3.2. an infringement of personality, privacy, publicity or other rights.
- 6.4 In the event that the records and other content provided to the CENL by the Partner infringe upon the Intellectual Property Rights of a Third Party, Europeana will, at the request of the Partner, cooperate to the best of its abilities by removing the contested information from its database and website.

6.5 The Partner indemnifies the CENL from any damages it may incur as a consequence of any infringement of Intellectual Property Rights of any Third Party, in the event that these infringements are the result of:

6.5.1. the offering of The European Library and Europeana in a regular manner, including technical enhancements to the website; and

6.5.2. promotional purposes (including promotional activities using social media) in regard to The European Library, Europeana and related services.

Article 7 – Participation of the Partner

7.1 The Partner can nominate individuals from its staff to participate in the various Europeana working groups related to The European Library services.

7.2 The Partner shall appoint a Contact Person who will provide and/or coordinate the provision by the Partner of Metadata and Previews. The Contact Person should attend the appropriate meetings and be available for regular consultation with Europeana.

Article 8 – Annual Partnership Fee

8.1 The Partner shall pay an Annual Partnership Fee to CENL for benefitting from TEL services as provided by the Europeana Foundation. For the avoidance of doubt: the Annual Partnership Fee does not cover the costs of the Partner in the performance of its obligations or participation set out in article *7 of this agreement, i.e. do not cover cost such as travelling costs to attend meetings or overnight stays.

8.2 The Annual Partnership Fee for 2016 is: 375 EUR.

8.3 Payment of the Annual Partnership Fee for 2016 is due after signature of this agreement.

8.4 If a Partner is in default in its payment of an Annual Partnership Fee after 2 reminder letters from CENL, the Metadata and Previews of that Partner will no longer be made available on Europeana, until payment has been made.

Article 9 – Term and termination

9.1 This agreement enters into force, with retroactive effect, on January 1st, 2016. The duration of this agreement shall be for the period of the calendar year 2016, unless it is terminated earlier to any of the provisions of this article 9.

9.2 The CENL reserves the right to terminate this agreement forthwith if in its opinion participation of the Partner is detrimental to the reputation of The CENL or that of any of the other Partners.

9.3 The Partner reserves the right to terminate this agreement forthwith when it is of the opinion that participation in this Partnership Agreement is detrimental to its interest. In the event of a termination on grounds of this article *9.3, the Partner shall not be entitled to a refund of the Annual Partnership Fee paid for that calendar year, or, in the event the payment for the calendar year is not made on the date of the termination, will still be obliged to pay this fee.

Article 10 – Limitation of liability

- 10.1 Except as expressly stated in this agreement, parties disclaim all liabilities to each other in connection with their performance of this agreement, and in no event will either party be liable to the other party for special, indirect or consequential damages including but not limited to loss of profits or unfitness for user purposes.
- 10.2 Under no circumstance shall the CENL be liable for any loss or for any failure to perform any obligation hereunder due to causes beyond the CENL's control including, without limitation, lack of availability of Europeana, industrial disputes of whatever nature, acts of God or hostilities, nor does the CENL accept any responsibility for any failure to provide or for defects in Europeana where these arise from failings in the telecommunications network or the Internet/World Wide Web or hardware.

Article 11 – This agreement

- 11.1 Where, in this agreement, the Partner grants rights to the CENL, the Partner formally grants those rights for CENL to allow Europeana to exercise these rights, according with the current service level agreement.
- 11.2 The rights and obligations set out in this agreement replace all rights and obligations between the Partner and the CENL that may result from the Partnership Agreement 2015, which agreement, if it is still pending, is agreed to have been terminated by 31 December 2015.
- 11.3 The Partner may assign this agreement to another person or legal entity only upon obtaining prior written consent from the CENL.
- 11.4 The CENL may assign this agreement or any part thereof to any transferee of all of its activities or a substantial part thereof.

Article 12 – Contact

- 12.1 Notices and other statements in connection with this agreement shall be given at the recipient's place of residence at the attention of the identified contact person, as nominated in articles *12.2 and *12.3 respectively, or as notified in accordance with this article *12.1 at a date after the effective date of this agreement.
- 12.2 The place of residence and contact person of the CENL at the effective date of this agreement is the following:

Roly Keating
CENL Chair
The British Library
96 Euston Road
London NW1 2DB
UK

12.3 The place of residence and contact person of the Partner at the effective date of this agreement are the following:

Prof. Dr. Kerim Tahirov
National Library of Azerbaijan
Xaqani küçesi 29
Baki 370601
Azerbaijan

Article 13 – Applicable law and jurisdiction

13.1 This agreement shall be governed by and construed in accordance with the laws of The Netherlands.

13.2 Any dispute arising in connection with this agreement, or the breach thereof, shall, in absence of an amicable solution by the parties, belong to the exclusive jurisdiction of the competent courts in The Hague, The Netherlands.

In witness whereof this agreement has been executed by the parties hereto in duplicate

**Stichting Conference Of European
National Librarians**

**National Library of Azerbaijan, Xaqani
küçesi 29, Baki 370601, Azerbaijan.**

Signature:




Name: Roly Keating

Function: CENL Chair

Date: 27/05/16

Signature:



Name: Kerim Tahirov

Function: Director

Date: 02.05.2016