

CENL

Foundation Conference of European National Librarians

Narodna Biblioteka Srbije
National Library of Serbia
Sreten Ugricic
Skerliceva 1
11000 Beograd

SERBIEN & MONTENEGRO

25 April 2005

Letter of Agreement to become a full partner in The European Library

Dear Mr Ugricic

This Letter of Agreement ("Agreement") is between the Conference of European National Librarians ("we/us/our") and the Narodna Biblioteka Srbije, the National Library of Serbia ("you/your"). It sets out the terms and period of the agreement between your national library and CENL for your full participation in The European Library. This letter is based on the CENL 'Statement on the Benefits and Obligations of participation in The European Library' (final version 3.0) 9 December 2003 agreed by the Founder members of The European Library. This letter of agreement should be seen as an extension of this earlier statement, fully encompassing its spirit and statements.

In agreeing to become a full partner you are committing to the following:

Time Period – 3 year contract starting 1 July 2005 and completing on 30 June 2008.

Payment – The payment of a one off joining fee of 5,000 EUR and a yearly subscription of 1,000 EUR for 3 years. The fee bands are set out in schedule 1. Fees are determined by the band in which the joining library's budget falls. Fees are also subject to change beyond the term of this contract.

Payment is by calendar year, due on 1 January of each year. If you join mid year, you may pay for the first 6 months and then yearly, with a final 6 month payment to complete the 3

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year contract. NB Payments do not cover the cost of travelling to the various meetings or overnight stays. (see Preparation Guide, accompanying this letter of agreement, for estimates of hours and numbers of meetings)

Resources – Participation, at Director level, in The European Library Management Board and the provision of a European Library Contact Person (see schedule 2, for a description of the duties, travel and time commitment required of this person). You must continue to provide, as you do currently, an individual to update your library details on the website. You may also nominate individuals from your library to participate in the various working groups. Again all costs are borne by you the partner in addition to your subscription fee.

Content Delivery – Delivery of content according to the standards and delivery formats detailed in latest online edition of The European Library Handbook and undertake to maintain and deliver data in accordance with all subsequent editions of The European Library Handbook.

Availability to the best of the National Libraries ability keep access to targets live and if for any reason this cannot be guaranteed, undertake to notify The European Library. The European Library reserves the right to hide any display of your library's metadata should access not be possible over a length of time.

Authentication & Accessibility –This remains the responsibility of your library. If a user is trying to access 'paid for' or 'library use only' material, authentication and access is according to the normal procedures and processes of your library.

A check list detailing the mandatory requirements of becoming a full partner can be found in Schedule 3 of this agreement.

This Agreement shall remain in force from the date of this Agreement until its end date. We reserve the right to terminate this Agreement forthwith if in our opinion it is detrimental to our reputation or that of any of the other libraries. Six months prior to the end date a new contract will be negotiated with the library.

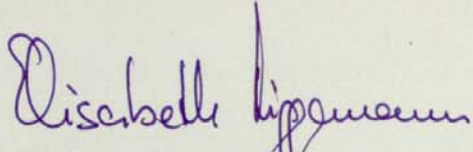
Except as expressly stated in this Agreement, we disclaim all liability to you in connection with our performance of this Agreement and in no event will we be liable to you for special, indirect or consequential damages including but not limited to loss of profits or unfitness for user purposes.

We shall not be liable for any loss or for any failure to perform any obligation hereunder due to causes beyond our control including, without limitation, lack of availability of www.TheEuropeanLibrary.org, industrial disputes of whatever nature, acts of God or hostilities, nor do we accept any responsibility for any failure to provide or for defects in the Content where these arise from failings in the telecommunications network or the Internet/World Wide Web or your hardware.

You may assign this Agreement to another person or legal entity only upon obtaining prior written consent from us. We may assign this Agreement or any part thereof to any transferee of substantially the whole of our business.

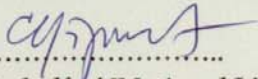
This Agreement shall in all respects be governed by Dutch law and the parties hereby submit to the non-exclusive jurisdiction of the Dutch courts.

Yours sincerely


Dr. Elisabeth Niggemann
for and on behalf of CENL

We agree to the above terms,



Signed: 
for and on behalf of [National Library]