



United Nations
Educational, Scientific and
Cultural Organization



MEMORANDUM OF UNDERSTANDING

Between

The United Nations Educational, Scientific and Cultural Organization

UNESCO

And

The Library of Congress

October 2007

Memorandum of Understanding

<i>Between the</i>	<i>And the</i>
United Nations Educational, Scientific and Cultural Organization	The Library of Congress
7, place de Fontenoy 75352 Paris 07SP France	101 Independence Avenue, S.E. Washington, D.C. 20540 U.S.A.
Hereinafter referred to as “UNESCO”	Hereinafter referred to as “the LOC”
Represented by its Assistant Director-General for Communication and Information	Represented by the Librarian of Congress

UNESCO and the LOC are hereinafter referred to together as “the Parties.”

Introduction

UNESCO’s mission is to make contributions to “peace and security by promoting collaboration among the nations through education, science and culture.”

UNESCO’s strategic objectives include promoting the free flow of ideas and universal access to information; promoting the expression of pluralism and cultural diversity in the media and world information networks; access for all to information and knowledge, especially in the public domain; improving the quality of education through the diversification of contents and methods and the promotion of universally shared values; promoting experimentation, innovation and the diffusion and sharing of knowledge and best practices as well as policy dialogue in education; enhancing scientific, technical and human capacities to participate in the emerging knowledge societies; and enhancing the linkages between culture and development, through capacity-building and sharing of knowledge.

The LOC’s mission is to make its resources available and useful to the Congress and the American people and to sustain and preserve a universal collection of knowledge and creativity for future generations, and one of the LOC’s strategic goals is to expand and preserve in accessible form a unified and universal body of knowledge and creativity.

The LOC is the oldest Federal cultural institution in the United States, holding more than 134 million physical items in its collections and more than 22 million digitized items on its award-winning website.

- Whereas** UNESCO is seeking to mobilize partners from civil society in order to achieve its strategic goals and programme objectives concerning universal access to information and knowledge;
- Whereas** the LOC is seeking to draw upon its own experience and the experience of other national libraries and cultural institutions from around the world to create an unprecedented collection of significant primary materials in digital form that document many different cultures;
- Whereas** following the proposal by the Librarian of Congress to the U.S. National Commission for UNESCO in June 2005, the Parties initiated, at the occasion of a conference held in Paris, at UNESCO, on 1 December 2006, a joint initiative entitled “The World Digital Library” (hereinafter referred to as “the WDL”);
- Whereas** the LOC has committed to, and has begun the development and testing of, a WDL plan, and has enlisted an initial group of participating institutions in the WDL; and
- Whereas** the collaboration between the Parties will permit both organizations to leverage the work of the other in achieving their respective goals and to develop partnerships with other strategic partners at the global and country levels;

The Parties hereby agree to the following:

Article 1 - Objectives of the World Digital Library

By the present Memorandum of Understanding, the Parties confirm their commitment to the WDL. The WDL will make available on the Internet, free of charge and in multilingual format, significant primary content from cultures around the world, including manuscripts, maps, rare books, musical scores, recordings, films, prints, photographs, architectural drawings, and other significant cultural materials.

The objectives of the WDL are to promote international and inter-cultural understanding and awareness, provide resources to educators, expand multi-lingual and culturally diverse content on the Internet, and contribute to scholarly research.

The Parties hereby agree on the activities that they will respectively and jointly undertake to develop the feasibility, viability and impact of the WDL, and agree on the principal conditions and modalities whereby these activities will be carried out.

Article 2 - Development of the Concept, Prototype, and Content of the World Digital Library

In furtherance of the objectives specified in Article 1, UNESCO agrees to undertake the following:

- Jointly convene, with the LOC, working groups of appropriate experts and stakeholders to develop guidelines on such issues as selection criteria for content, technical guidelines for content creation, definition of user requirements and development of a multilingual user interface, and development of a system of architecture and standards.

- Work with the LOC to enlist new partners in the project, especially in developing countries.
- Make available facilities for the launch and display of the WDL prototype at the 34th session of the General Conference of UNESCO (October 2007).
- Contribute relevant digital content to the collections of the WDL, in accordance with the selection criteria established by the WDL and its governing bodies.
- Convene, with the LOC, working groups of scholars and curators to establish digital content and selection criteria for the “Memory of” features (or similar interpretive content) of the WDL previewed on the WDL “mock-up” at the 1 December 2006 conference.
- Assist the LOC and the other project partners in exploring mechanisms for making the WDL accessible to users in the developing world and in other remote or disadvantaged areas that do not have access to the Internet or to broadband networks.
- Assist the LOC and other project partners in securing funds and in-kind contributions to enable libraries and other cultural institutions in all countries and all regions to participate in and contribute content to the WDL, including by means of consultation with the relevant government authorities as provided for in Article 3.2.

In furtherance of the same objectives, the LOC agrees to undertake the following:

- Jointly convene, with UNESCO, working groups of appropriate experts and stakeholders to develop guidelines on such issues as selection criteria for content, technical guidelines for content creation, definition of user requirements and development of a multilingual user interface, and development of a system of architecture and standards.
- Work with UNESCO to enlist new partners in the project, especially in developing countries.
- In cooperation with UNESCO and these participating institutions, develop the prototype of the WDL, to be launched at the 34th session of the General Conference of UNESCO. The prototype will be used to test the feasibility of such features as multilingual search and display, and will test the WDL as an online resource for the creation, digitization, incorporation, and publishing of content from participating institutions.
- Consult with UNESCO, the participating institutions in the WDL, and other stakeholders and experts, and draw upon the experience gained in developing the WDL prototype and the comprehensive, long-term plan for the WDL. The LOC will endeavour to make this plan publicly available by September 2008. The plan will address the issues of content, architecture, governance and finance, and of building capacity in the developing world by establishing a network of contributors, including digital conversion and translation centres, that will create, store, and distribute digital content, on a non-exclusive basis, through the WDL.

- Undertake efforts to raise funds and secure in-kind contributions to enable libraries and other cultural institutions in all countries and all regions to participate in and contribute content to the WDL.

Article 3 - Conditions and Modalities

3.1 Scope

This Memorandum of Understanding (MOU) provides the general principles and key terms for the initial cooperation and negotiation between UNESCO and the LOC. It does not address all matters upon which agreement must be reached in order for any transaction between the Parties to be concluded. The Parties will therefore proceed in good faith to develop the areas of collaboration and to define respective inputs and consequential projects to advance the intentions expressed in this MOU.

3.2 Modalities

- Each Party will assign a focal point/Manager for this collaboration in order to coordinate collaboration activities throughout the life of this MOU.
- The Parties will agree on a communication/media plan so as to ensure consistency regarding messages to the media concerning this collaboration.
- The Parties will develop separate Project agreements for collaborative projects emerging out of this MOU.
- Project agreements will specify required resources (human and financial) and respective obligations by each Party.
- The Parties will closely consult with relevant governmental authorities at all phases of the WDL.
- As soon as the feasibility of the WDL is ensured, and when the respective contributions from the Parties to the WDL can be determined in detail, the Parties will conclude a detailed agreement stipulating their respective rights and obligations in the context of the WDL.
- The present MOU can be amended, at any time, upon the formal request by one of the Parties and written confirmation of the other Party.
- UNESCO's undertakings and activities with regard to the MOU will be governed by its relevant rules and procedures. Likewise the LOC's undertakings and activities will be governed by its rules, regulations, and procedures.

3.3 Terms and Termination

This MOU will commence on the date of last signature, below. It will expire on 31 December 2008 unless it is extended in accordance with this MOU. Either Party may terminate it by written notice to the other, in which case this MOU will terminate on the date of receipt of

such notice. Until execution and delivery of a superseding agreement, if any, no contract will exist between the Parties and each Party will have the absolute right at its sole discretion to terminate all negotiations or this MOU for any reason and without liability.

If the feasibility of the collaboration has not been determined by 31 December 2008, the Parties will decide whether or not to extend or amend the present MOU.

In the event that this MOU is terminated for any reason or that the present MOU is not extended, any content that has already been incorporated in any way into the WDL can continue to be used by the WDL and its participants for purposes of the WDL.

3.4 Non-Exclusivity and Legal Status

This MOU is non-exclusive. Each Party is free to carry out similar initiatives or projects with third parties. This MOU does not constitute an offer, binding commitment or obligation of either Party, nor will it be construed or deemed as creating a contract of any nature and under no circumstances will either Party be bound in any manner whatsoever, in either law or equity, other than as expressly set out. The Parties may not act nor bind the other in any way nor may either represent that it is in any way responsible for the acts of the other. This MOU does not establish a joint venture or partnership between the Parties.

3.5 Publicity

Each Party must obtain the prior, written approval of the other Party for the use and presentation of the other Party's name, logo, trademarks, and trade names for publicity and promotion regarding the activities contemplated by this MOU. This applies to all uses in all media. For these purposes, the following persons will represent the Parties:

LOC:

Matthew Raymond, Director of Communications, Library of Congress, 101 Independence Avenue, S.E. (LM-105), Washington, D.C. 20540-1610, U.S.A.; phone: 202-707-2905; fax: 202-707-9199; e-mail: mray@loc.gov.

UNESCO:

Philipp Muller-Wirth, Chief, Promotion, Partnerships & Branding, Bureau of Public Information, 7, place de Fontenoy 75352 Paris 07SP France; phone: +33145684540; fax: +33145685737; e-mail: p.muller-wirth@unesco.org.

3.6 Legal Notices

All notices and demands issued under the MOU will be in writing, delivered by confirmed fax transmission, overnight courier, personal service, or by registered mail with acknowledgment of receipt. For these purposes, the following persons will represent the Parties:

LOC:

Elizabeth Pugh, General Counsel, Library of Congress, 101 Independence Avenue, S.E. (LM 601), Washington, D.C. 20540-1050, U.S.A.; phone: 202-707-2257; fax: 202-707-1594; epug@loc.gov.

UNESCO:

Miriam Nisbet, Director, Information Society Division, Communication and Information Sector, UNESCO, 1, rue Miollis, 75732 Paris Cedex 15, France; phone: +33145684500; fax: +33145685583; e-mail: m.nisbet@unesco.org.

3.7 Project Coordinators

For purposes of interaction, guidance, direction, and coordination on technical matters, the Parties will be represented by project coordinators who are not empowered to change the terms or scope of this MOU. For these purposes, the following persons will represent the Parties:

LOC:

John Van Oudenaren, Senior Advisor, World Digital Library Initiative, Library of Congress, 101 Independence Avenue, S.E. (LM 637), Washington, D.C. 20540-1300, U.S.A.; phone: 202-707-4543; fax: 202-707-0815; e-mail: jvou@loc.gov.

UNESCO:

Tarek Shawki, Chief of Section: [ICT in Education, Science and Culture], Information Society Division, Communication and Information Sector, UNESCO, 1, rue Miollis, 75732 Paris Cedex 15, France; phone: +33145684282; fax: +33145685583; e-mail: t.shawki@unesco.org.

3.8 Substitution of Representatives

The Parties will advise each other in writing of any substitution of representatives and of any change in the contact information for a representative.

3.9 Execution

This MOU may be executed in counterparts. Signatures on separate originals will constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures will constitute original signatures.

For UNESCO

For the Library of Congress

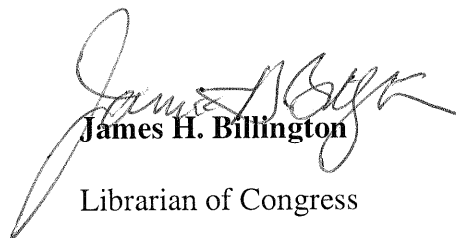
Date:

Date:



Abdul Waheed Khan

Assistant Director-General for
Communication and Information



James H. Billington
Librarian of Congress