COOPERATIVE AGREEMENT BETWEEN THE LIBRARY OF CONGRESS OF THE UNITED STATES OF AMERICA AND THE NATIONAL LIBRARY & ARCHIVES OF EGYPT

A Purpose of the Agreement

1 The Library of Congress ("LC") and the National Library & Archives of Egypt ("NLAE") signed a protocol of intent (the "Protocol") on January 26, 2004. The goal of this cooperative agreement (the "Agreement") is to implement three activities under the Protocol, namely: (1) the creation of an Internet-accessible digital library of materials in the collections of LC and NLAE to be called "Islamic Civilization and Science: a history in the manuscripts of the Library of Congress and the National Library & Archives of Egypt," (2) acquisition by each party of digital files representing 60 original manuscript items from the other party's collections, and (3) cooperation in planning a World Digital Library.

2 The first project ("Project") is to result in web sites ("Web Sites") that will document a history of science between 800 and 1600 A.D. as seen through Islamic manuscripts in the collections of LC and the NLAE. The main focus of the Web Sites will be selected Arabic manuscripts related to science from the parties' collections, but the site may also include some materials in other formats as appropriate, including but not limited to maps, prints, and photographs.

3 The second goal of this Agreement is to facilitate the acquisition by each party for its collections of digital files representing original materials digitized by the other party for the Project as well as associated descriptive information. The parties will sign separate instruments of gift to govern such acquisitions. These gift instruments will address such issues as access, reproduction, and the use of the acquired materials.

4 Third, the parties also intend to cooperate in planning the creation of a World Digital Library, as announced by the Library of Congress in December 2005. In doing so, they will consult both with each other and with appropriate multilateral organizations. In the event that implementation of the World Digital Library proceeds, the parties intend to discuss ways in which the expertise, equipment, interpretive texts, and digital images acquired or developed in the course of completing the Project can contribute to the successful establishment of the World Digital Library.

B Project Description

1 Overview. Operationally independent Web Sites for the Project will be located on the parties' respective servers. The parties will supply one another with digital copies of original materials in their collections selected cooperatively by the parties and related to the Web Sites' themes. The parties will also supply one another with

the corresponding descriptive information about these materials in order that they can create the digital libraries and organize the Web Sites on the Internet. Access to the Project Web Sites will be free of charge to all users. Each party's site based on these materials will link to the other party's site, consistent with the parties' respective policies on linking. In addition, The NLAE may create an Arabic-language interface to link to and describe the LC Global Gateway project homepages. This interface may include logos used for the Global Gateway projects, subject to LC's prior approval of NLAE's usage of such logos in accordance with Section H(3), below.

2 Texts for the Web Sites. The Web Sites will have textual materials, including a timeline and historical narrative, to describe and explain the theme of the site, (the "Contextual Materials"), presented both in English and Arabic. LC will prepare the English language version of the Contextual Materials, and NLAE may assist with providing translations of these materials. The parties will decide the content, topics, and wording of the Contextual Materials on the basis of mutual agreement.

3 Time frame for implementation. The Library of Congress will endeavor to make its version of the Web Site available to the public before September, 2007, or as soon as possible given LC's production needs. LC will develop in consultation with NLAE a list of applicable production milestones that will make possible the timely completion of the Project.

4 Finances. NLAE and LC will each bear the costs of their own activities, including but not limited to digitization, posting of files, and other costs associated with creation of the Web Sites, in order to achieve the goals of the Project, except for the LC loan of equipment for digitization as well as service for the equipment and training as described in C.9.

C **LC agrees to do or provide the following:**

1 Develop its Web Site. LC will develop its version of the Web Site consistent with LC's internal web design practices. LC agrees that Arabic language text materials, including both the Contextual Materials and bibliographic information describing collection items, will be presented on the site consistent with good practices for presenting Arabic via the Internet.

2 Work cooperatively with the NLAE to develop Contextual Materials. LC will develop English language versions of the Contextual Materials for presentation on the Web Sites as needed. LC will work cooperatively with NLAE to ensure that these materials reflect a variety of perspectives, including those of leading Egyptian and other Arab as well as U.S. and other scholars.

3 Select original materials from the collections of NLAE. LC will work cooperatively with NLAE to select materials to be digitized from the collections of NLAE for

presentation via the Project Web Sites. LC reserves the right not to select items that are (a) duplicated in LC collections and that will be digitized at LC or (b) for other reasons based on mutual discussion.

4 Provide NLAE with information about LC materials to be digitized. In order to facilitate cooperative development of the Web Sites LC will supply NLAE with summary information about LC collections that have been selected by LC for digitization for theProject. LC will send NLAE a list of the LC collections materials that LC will include in the Project within two weeks of this Agreement's effective date.

5 Cooperate to produce suitable digital image files. LC will advise NLAE on how to produce suitable digital images for files provided to LC. LC will use the criteria for assessing images that are contained in **Appendix A**. NLAE has final responsibility for ensuring the suitability of the images produced at NLAE.

6 Quality and completeness of bibliographic information. LC will review the bibliographic information that NLAE provides with the materials that NLAE has digitized to ensure the suitability and completeness of this bibliographic information necessary for presentation on the Web Sites. LC and NLAE will use the same forms (in both Arabic and English) to collect the descriptive information for the collections materials that will be included in the project. Both LC and NLAE will collect this information in both Arabic and English; provided, however, that NLAE may, in its discretion, limit the amount of information that it collects and supplies in English. This form is included in **Appendix B**. LC may, as necessary, edit descriptive information provided by NLAE to LC to facilitate posting on its version of the Web Site provided that LC first consults with NLAE.

7 Post digital image files and associated bibliographic data. LC will post derived digital image files (created from the digital image files supplied by NLAE to LC) as part of its version of the Web Site. LC will also post with each image the corresponding bibliographic information (this will be derived from the bibliographic information provided to LC by NLAE under this Agreement). LC will limit its posting of images to certain types of files (such as but not limited to GIFs and JPEGs) that will be derived from the TIFF images supplied to LC by NLAE. LC will not post on its version of the Web Site the TIFF images, except with the explicit permission of the NLAE. **Appendix C** describes in greater detail the types of image files and bibliographic information to be posted on its version of the Web Site based on NLAE-supplied files.

8 Post information about NLAE. LC will post on its version of the Web Site information provided by NLAE to LC about NLAE and its collections. This will form the basis for a section of LC's version of the Web Site that will serve as a "gateway" to images on the site that are digitized from NLAE materials. LC will have the right to format this information as it determines necessary. This section of

the site will include information directing users to contact NLAE in order to request reproductions of NLAE materials that appear on the site.

9 Purchase equipment and software for long-term loan to NLAE, plus training. By separate purchase order, LC will purchase suitable equipment and software (collectively, "Equipment") for creating the digital images of NLAE materials and will provide this Equipment to NLAE on a loan basis for the duration of NLAE's participation in the Project (which, as specified in Section H(1), below, will end 3 years from the effective date of this Agreement, unless the parties extend the Agreement). LC will be responsible for funding or providing service for the equipment, for the period of use, from sources local to NLAE. LC will provide training in the use of the equipment. **Appendix D** describes in detail the suggested equipment, software, service, and training that will be supplied. LC may choose to make substitutions at its discretion, seeking the advice of NLAE.

10 Develop and provide provisional production schedule information. LC will develop its provisional production schedule for building the LC Web Site and will share this information with NLAE as well as informing NLAE of any significant revisions to this production schedule where there could be an impact on NLAE's fulfilling its obligations under this Agreement. The production schedule is not binding, but LC will make its best effort to adhere to this schedule to facilitate completion of LC's version of the Web Site.

D **NLAE agrees to do or provide the following:**

1 Work cooperatively with LC to provide translations of the text portions of the Web Sites. NLAE may assist LC with Arabic translations of the Contextual Materials in order that the Web Sites may be bilingual.

2 Provide LC with summary information about NLAE collections materials to be digitized. NLAE will supply LC with a list with brief summary information about NLAE collections materials selected for digitization for the Project within two weeks of the effective date of this Agreement.

3 Supply digital image files and associated technical metadata. NLAE will supply to LC digital image files in an uncompressed TIFF format of the original items digitized for the Project. NLAE will provide associated bibliographic information for the items as well as certain required technical data related to the production of the digital files in a machine-readable database format or in an appropriate XML schema. NLAE shall adhere to the standards set forth in **Appendix E,** which describes the technical characteristics required of the digital image files supplied to LC, the minimum requirements of the associated bibliographic information of the original materials, and the production data. NLAE will ensure that data files for both bibliographic data and for production data contain the file name of the digital file supplied to LC of each original item. NLAE will ensure that all metadata is in

machine-readable fielded format, with field descriptions.

4 Supply bibliographic descriptions of items. NLAE will supply LC with descriptive information for its collections materials that will be included in the Project using the form and requirements described in **Appendix B**, in both English and in Arabic. NLAE will supply this information both in machine-readable form and as paper documents.

5 Supply description(s) of the NLAE. NLAE will provide LC with information (text) about NLAE for inclusion in the LC version of the Web Site. NLAE understands and agrees that LC may edit this information to conform to formatting considerations of its version of the Web Site, provided that LC first consults with NLAE. This information should include contact information for persons seeking reproductions of NLAE materials.

6 Care of Equipment loaned by LC. NLAE will protect, care for, and provide a secure environment for the Equipment loaned to it by LC. NLAE will keep all Equipment in a single locked room on the fourth floor of the NLAE building, within the securely maintained area of NLAE's special collections. NLAE will secure the room's windows with steel grates. The LC's Cairo Office will label all such equipment and identify it as the property of the Library of Congress. NLAE may as appropriate use the Equipment for purposes other than as specified in this Agreement with the prior approval of the LC contact as named below.

7 Delivery of compact disks. NLAE will deliver the compact disks (CD-Rs) or Digital Video Disks (DVD-Rs) containing the digital image files and other machine-readable files to the LC Field Office located in Cairo as well as paper versions of the descriptive records describing NLAE collections materials.

8 Develop and provide provisional production schedule information. NLAE will develop its provisional production schedule for building of its Web Site and will share this information with LC as well as informing LC of any significant revisions to this production schedule where there could be an impact on LC's fulfilling its obligations under this Agreement. The production schedule is not binding, but NLAE will use best efforts to adhere to this schedule to facilitate completion of the NLAE Web Site.

E **Representations and Warranties**

1 NLAE represents and warrants to LC that it has the full right and authority to enter into this Agreement, and to the best of NLAE's knowledge, the digital reproductions and related material created for or provided under this Agreement by NLAE will not interfere with or violate any rights of third parties (that is, of any individual or entity other than the two parties to this Agreement), including but not limited to copyright, and will contain no

matter that is libelous or in violation of any rights of privacy or that is otherwise contrary to law.

2 LC represents to NLAE that it has the full right and authority to enter into this Agreement, and to the best of LC's knowledge, the digital reproductions and related material created for or provided under this Agreement by LC will not interfere with or violate any rights of third parties, including but not limited to copyright, and will contain no matter that is libelous or in violation of any rights of privacy or that is otherwise contrary to law.

F Copyright, Ownership and Attribution

1. General. All rights, title, interest and ownership in the non-digital materials contributed by each party under this Agreement shall remain the sole and absolute property of that party. Digital copies will not be considered to have a copyright separate and apart from any copyright subsisting in the underlying materials. Third parties seeking TIFF or other high-resolution ("master-quality" image) versions of the materials included in the Web Sites will be referred for assistance to the holding institution.

2. Rights and reproductions notice. Each party will post a rights and reproductions notice on its Project Web Site relating to both parties' contributions to the Project. Such notices will be institutionally specific. Each party will provide appropriate text relating to its contribution, to be used by the other party.

The notice will read essentially as follows (with additional rights information as necessary):

> The Library of Congress is offering broad public access to its materials featured in "Islamic Civilization and Science: A History in the Manuscripts of the Library of Congress and the National Library & Archives of Egypt" as a contribution to education and scholarship. The written permission of any copyright owners, and/or any other rights holders (*such as for publicity and privacy rights*) is required for distribution, reproduction, or other use of protected items that extends beyond fair use or other statutory exemptions.
>
> **The Library of Congress** (www.loc.gov)
> Photographic reproductions can be requested from Library of Congress. Photoduplication Service for some collection items. Orders are accepted by mail or by fax. To request reproductions :
>
> - Identify what group holds the item in the REPOSITORY section of the desired item's descriptive record.
> - Gather item-specific data from the desired item's descriptive record :
> 1. DIGITAL ID
> 2. TITLE
> - Consult the website for prices and forms :

Website : http://www.loc.gov/preserv/pds/

- Place an order by e-mail or fax :
  E-mail : photoduplication@loc.gov
  Fax : 202-707-1771

The National Library & Archives of Egypt encourages use of its materials to the extent permitted under the fair use clause <link to http://www.copyright.gov/fls/fairuse.html> of the 1976 Copyright Act, but asks that a credit line be included with each image used. The American Memory Learning Page provides guidance on fair use for teachers and classroom use. <link to http://memory.loc.gov/learn/resources/cpyrt/#fairuse> Otherwise permission must be requested and granted by the National Library & Archives of Egypt prior to use. Please cite the Call Number or Reproduction Number for the item if provided in the descriptive record. Please address questions to:

Dr. Mohamed Sader Arab
Chairman
National Library & Archives of Egypt
Cornish El Nile – Ramlet Boulaq
Cairo, Egypt
PO Box 11938

Phone 202 5794149
Fax 202 5765185
E-mail Chairman@darelkotob.org

3. Responsibility for copyrights and permissions.

a. NLAE is solely and exclusively responsible for ensuring that it obtains all necessary copyright and related rights or permissions for use by LC of the Contextual Materials that NLAE contributes to the Project Web Sites. Additionally, NLAE is solely and exclusively responsible for obtaining any necessary clearances, permissions, and/or releases for the digitization, display, distribution, and other uses of the collections materials that NLAE contributes to the Project Web Sites as contemplated in this Agreement.

b. LC is solely and exclusively responsible for ensuring that it obtains all necessary copyright and related rights or permissions for use by NLAE of the Contextual Materials that LC contributes to the Project Web Sites. Additionally, LC is solely and exclusively

responsible for obtaining any necessary clearances, permissions, and/or releases for the digitization, display, distribution, and other uses of the collections materials that LC contributes to the Project Web Sites as contemplated in this Agreement.

c. Upon request, each party will provide the other party with all rights information of which it is aware relating to an item or items contributed by the first party.

H **General provisions:**

1 Term and Termination. This Agreement will terminate 3 years from its effective date, whereupon it may be renewed or modified by mutual agreement of the NLAE and LC. Either NLAE or LC may terminate this Agreement by providing the other with at least sixty (60) days written notice of intent to terminate the Agreement and an explanation of the reason for termination. The non-terminating party may be given an opportunity to cure the problem, if such an opportunity is appropriate, prior to actual termination. When this Agreement terminates, NLAE shall return to LC the loaned Equipment specified on **Appendix D**. In renewing or modifying the Agreement, LC and NLAE will reach agreement on the continued use of the Equipment loaned to the NLAE by LC, to the mutual benefit of both institutions.

2 Notices. Any notice or other written communication provided for under this Agreement shall be sent by fax and e-mail as follows:

If to the NLAE:

Dr. Sherif K. Shaheen
Director, National Library
National Library & Archives
of Egypt
Cornish El Nile – Ramlet
Boulaq
Cairo, Egypt
202 577 5272 (office & fax)
libmang@darelkotob.org
(e-mail)

If to the Library of Congress:

John Van Oudenaren
Senior Advisor, World Digital Library
Office of the Librarian
Library of Congress
101 Independence Ave., SE
Washington, DC 20540
202 707-4543 (office)
202 707-8482 (fax)
jvou@loc.gov (e-mail)

3 Publicity. NLAE must obtain clearances from the Library's Public Affairs Office prior to using the Library's logos or names, including but not limited to "Library of Congress." This applies to all uses regardless of whether on the web, in print, or in any other media. Once approved, similar uses in the same context and format will not require additional approval. Also, statements that factually represent the specifics of this project will not require prior approval. The contact at the Library for these reviews is *Director of Communications, Library of Congress, 101*

Independence Avenue, S.E. (LM-105), Washington, D.C. 20540-1610, telephone 202-707-2905.

4 Governing language. A copy of this agreement, translated into Arabic by NLAE, is attached hereto as **Appendix F**. Both the English and the Arabic versions of this Agreement shall be considered authoritative; however, in the event of a conflict, the original, English-language version shall govern.

5 Entire Agreement. This Agreement constitutes the entire understanding of the parties hereto, and it shall not be amended or otherwise modified unless done so in writing and signed by both the National Library & Archives of Egypt and the Library of Congress.

This Agreement is effective on this _____ day of _____, 2006

_____

Mohamed Sader Arab
Chairman, National Library & Archives of Egypt

_____

James H. Billington
The Librarian of Congress