

ISBN Contract

Introduction to the contract with the ISBN Agencies:

The implementation of the International Standard Book Numbering is segmented to three hierarchical levels:

First level: The International ISBN Agency is responsible for the assignment of registration group numbers and blocks of registrant elements.

Second level: The ISBN Registration Agencies are responsible for the assignment of the ISBN registrant elements.

Third Level: The publishers/producers are responsible for assigning an ISBN to each monographic publication that they publish/produce. Producers do not include printers.

The International ISBN Agency is the body which has responsibility for the worldwide implementation of the International Standard Book Numbering, Standard ISO 2108.

The purpose of this standard is to coordinate and standardize the use of identifying numbers so that each International Standard Book Number (ISBN) is unique to a title or edition of a monographic publication from a specific publisher or producer. Monographic publications include editions in their various bindings/formats, mixed media publications, other similar media including educational/instructional films/videos and transparencies, educational/instructional software, electronic publications (either on physical carriers or on the internet), microform publications, and braille publications. Serial publications are specifically excluded, as they are covered by other identification systems. The Standard specifies the construction of the ISBN and the location of the printed number on the publication.

An International Standard Book Number consists of thirteen digits made up of the following parts:

- 1) Prefix element
- 2) Registration group element
- 3) Registrant element
- 4) Publication element
- 5) Check digit

The International Standard ISO 2108 (Annex) establishes the “Principles for the assignment and use of ISBN”, “Administration of the ISBN system”, “Check digit for the 13 digit ISBN”, “Metadata for the registration of assigned ISBN”.

In order that the allocation of blocks of registrant elements may proceed on a continuing basis and as a condition of the ISO 2108 standard, an international agency has been set up to assume responsibility for the system. The International ISBN Agency is a not-for-profit company limited by guarantee. All local ISBN agencies are invited to be members of the company. The International ISBN Agency is governed by an elected Board of Directors and holds annual general meetings which all members are invited to attend

The registered office of The International ISBN Agency is: 4th Floor, 15-16 New Burlington Street, London, W1S 3BJ, United Kingdom.

The International ISBN Agency has the following functions:

- 1) To promote, coordinate and supervise the world-wide use of the ISBN system;
- 2) To represent the interests of the ISBN community to other relevant organizations;
- 3) To appoint appropriate organisations as ISBN registration agencies and revoke such appointments as necessary;
- 4) To maintain the international numbering system and associated databases;
- 5) To define registration groups and their areas of responsibility and allocate them to appropriate ISBN registration agencies;
- 6) To determine the definition of registration group rules which govern the length of available registrant elements within each group and ensure that an accurate and comprehensive register of these rules is available publicly at all times;
- 7) To allocate ranges of unique registrant elements within the appropriate registration group to ISBN registration agencies and to maintain a complete and accurate register of the registrant elements that have been assigned;
- 8) To secure the maintenance of ISBNs and their associated ISBN metadata through ISBN registration agency registers;
- 9) To develop, monitor and enforce policies and procedures governing the operations of ISBN agencies and the process of ISBN registration by those agencies including any fees associated with that process;
- 10) To facilitate the review and resolution of duplicate assignments of ISBN;
- 11) To review and decide on any appeals relating to decisions made by registration agencies;
- 12) To develop, maintain and make publicly available documentation for users of the ISBN system;

- 13) To implement and maintain funding arrangements as necessary to support the operations of The International ISBN Agency including, but not limited to, financial contributions from ISBN registration agencies.
- 14) To provide ISBN Registration Agencies with such software as the International ISBN Agency may at its sole discretion develop from time to time to facilitate the operations of ISBN Registrations Agency
- 15) To provide ISBN Registration Agencies with information and educational material for their operation and promotion of ISBN use
- 16) To provide electronic newsletters for ISBN Registration Agencies
- 17) To arrange training seminars at regional centres
- 18) To develop the International ISBN Web Site and link it to ISBN Registration Agencies' web sites
- 19) ISBN Registration Agencies will receive, free of charge, copies of all material produced by the International ISBN Agency

Contract Terms and Conditions

Article I, Parties:

The parties to this contract are:

- A) The International ISBN Agency (company number 5332288), whose registered office is at 4th Floor, 15-16 New Burlington Street, London, WIS 3BJ, United Kingdom; and
- B) Fundação Biblioteca Nacional, whose address is Av. Rio Branco, n. 219 - 1. andar, Rio de Janeiro 20040-008, Brazil

Article II, Definitions

“ISBN” means an International Standard Book Number;

“Territory” means the geographical, linguistic or other area in which the Registration Agency may legitimately operate as set out in the annex to this contract.

Article III, Purpose:

This contract sets forth the terms and conditions upon which the Registration Agency shall be responsible for the implementation in their territory of the International Standard Book Numbering, defined by ISO 2108 and coordinated worldwide by The International ISBN Agency.

Article IV, Functions of the Registration Agency:

The functions to be performed by the Registration Agency in their designated Territory under this contract in relation to ISBNs are as follows:

- 1) To ensure that a continuous service, as specified in the contract between The International ISBN Agency and the Registration Agency, is provided;

- 2) To issue notification of the assignment of an ISBN or of an ISBN Registrant Element to the registrant of that monographic publication or publisher name;
- 3) To create, manage and maintain registers of ISBN, ISBN metadata and administrative data in accordance with the policies set out from time to time by The International ISBN Agency. (For the avoidance of doubt, tasks involving ISBN metadata may be delegated by the Registration Agency to a designated bibliographic agency provided that compliance is made with these specifications);
- 4) To correct inaccurate ISBNs and ISBN metadata if proof of such inaccuracy is provided;
- 5) To collate and maintain statistical data on its ISBN-related operations and report these at intervals to be stipulated by the Board of Directors to The International ISBN Agency;
- 6) To promote, educate and train others in the use of the ISBN system in compliance with the specifications of the applicable edition of the ISBN standard in force at the time;
- 7) To adhere to the ISBN policies and procedures established from time to time by The International ISBN Agency in compliance with the specifications of the applicable edition of the ISBN standard in force at the time;
- 8) To make available a manual of ISBN instruction for publishers and other users;
- 9) To make available lists of ISBNs, with check digits already calculated, to publishers and producers numbering their publications;
- 10) To assign numbers to publications for those publishers who do not assign their own ISBNs. To advise publishers and producers of ISBNs assigned upon request;
- 11) To achieve, by all reasonable endeavours, total ISBN numbering in the Territory for which the Registration Agency is responsible;
- 12) To arrange for the publication of the ISBNs in appropriate trade lists or any other bibliographies;
- 13) To arrange with publishers for the numbering of their back lists;
- 14) To submit to The International ISBN Agency periodically, or as and when requested, a list of all publishers (including address information) and their ISBN prefixes for inclusion in the Publishers International ISBN Directory, an annual publication edited by The International ISBN Agency. The data shall be delivered free of charge in a format requested by The International ISBN Agency; and
- 16) To comply with all reasonable instructions of The International ISBN Agency which relate to ISBNs.

Article V, Administration:

- A) The Registration Agency, when necessary, may be assisted in performing its work by an Advisory Board composed of representatives from the communities affected by the current edition of ISBN Standard ISO 2108
- B) The Registration Agency shall receive no compensation from The International ISBN Agency.
- C) To help recover its expenses as an ISBN administrative agency, the Registration Agency may charge fees for the assignment of ISBNs and the provision of additional services to the users of ISBNs.
- D) The Registration Agency agrees to make an annual contribution for the maintenance of The International ISBN Agency based on a combination of income per capita and the size of the local publishing industry. The amount of such annual contribution shall be decided by the Board of Directors of The International ISBN Agency. Changes shall, at the latest, be notified at the AGM preceding the year in which the annual contribution is due.
- E) Funds recovered from the activities foreseen in Article V. Administration C) and D) will be the property of Fundação Miguel de Cervantes, which will have the responsibility to charge fees and make payments concerning the items mentioned above.

Article VI, Rights in Materials

- A) All intellectual property rights in any materials produced by the Registration Agency under this contract shall be the property of the Registration Agency (or its third party suppliers).

Article VII, Term:

This contract shall commence on the date of signature by both parties whereupon the Registration Agency shall also become a member of The International ISBN Agency, subject to the payment of the appropriate membership. The Registration Agency hereby agrees to execute all required documentation in relation to its membership of The International ISBN Agency.

Article VIII, Termination:

- A) The International ISBN Agency may terminate this contract at any time by giving [thirty (30) days] written notice to the Registration Agency upon a material breach by the Registration Agency of any part of this contract which is incapable of remedy or which, if capable of remedy, is not so rectified within [thirty (30)] days.
- B) The International ISBN Agency may terminate this contract at any time forthwith by giving written notice to the Registration Agency upon an order being made for the purposes of liquidation of the Registration Agency.

- C) The International ISBN Agency may terminate this contract at any time forthwith by giving written notice to the Registration Agency if the Registration Agency ceases to be a member of The International ISBN Agency for any reason, including, but not limited to, by reason of the provisions of the Articles of Association of The International ISBN Agency.
- D) The Registration Agency may terminate this contract at anytime provided that it gives not less than one hundred and twenty (120) days notice in writing to The International ISBN Agency.
- E) Within thirty (30) days of termination of this contract howsoever caused, the Registration Agency shall supply The International ISBN Agency with a copy of its file of ISBN assignments and assign the ownership of that data to the International ISBN Agency.
- F) Upon termination of this contract the Registration Agency shall not act as or hold itself out as an ISBN Registration Agency.
- G) Appeals against decisions in relation to membership of The International ISBN Agency shall be dealt with in accordance with Article 3(e) of the Articles of Association of The International ISBN Agency.

Article IX, General Provisions:

- A) The Registration Agency shall fully indemnify and hold harmless The International ISBN Agency from any and all judgments, actions, damages, claims and costs, including reasonable attorney fees, arising directly or indirectly from any act or omission of the Registration Agency.
- B) This contract, together with Articles and Memorandum of Association of The International ISBN Agency (as may be amended from time to time) and any policies from time to time issued by The International ISBN Agency, contains the entire understanding of the parties in respect of the subject matter hereof and supersedes all prior agreements, negotiations and discussions between the parties relating to it. No alteration or amendment to this contract will be binding unless it has been agreed in writing by authorised representatives of both parties.
- C) Unless otherwise specifically stated herein this contract does not create any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to it and no person who is not a party to this contract may enforce any of its terms or rely on any exclusion or limitation contained in it.
- D) The International ISBN Agency shall not be liable under this contract to the Registration Agency for any:
 - (i) indirect or consequential loss;
 - (ii) loss of revenue;
 - (iii) loss of profits;
 - (iv) loss of business or goodwill; or
 - (v) loss of contracts,


howsoever caused and even if such loss was reasonably foreseeable or The International ISBN Agency had been advised of the possibility of the Registration Agency suffering such loss.

- E) The provisions as to liability shall continue in full force and effect despite termination of this contract for whatever reason.
- F) The Registration Agency may not assign this contract without the prior written consent of The International ISBN Agency.
- G) If any term or provision of this contract shall be held to be invalid, illegal or unenforceable, the remaining terms or provisions shall remain in full force and effect and such invalid, illegal or unenforceable terms and provisions shall be deemed, ab initio, not to have been part of this contract.
- H) Any waiver, concession or indulgence made by either party shall not be considered as a continuing waiver of its rights.
- K) In the event of any inconsistency between the terms of this contract and the Articles of Association of The International ISBN Agency the terms of the Articles of Association shall prevail.
- J) This contract shall be subject to and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

The International ISBN Agency

**Agência Brasileira do ISBN
Fundação Biblioteca Nacional**

Signed: Michael Healy

Signed: 

By: MICHAEL HEALY

By:

Pedro Corrêa do Lago
Presidente
Fundação Biblioteca Nacional

Title: DIRECTOR.

Title:

Date: 13.6.05

Date: _____