

RDA AGREEMENT 2018

This RDA Agreement is made among the American Library Association (ALA), the Canadian Federation of Library Associations/La Fédération canadienne des associations de bibliothèques (CFLA) and the Chartered Institute of Library and Information Professionals (CILIP) (together, the Copyright Holders).

Introduction

- 1.1 The Copyright Holders cooperated over a period of years in the production and publication of the Anglo-American Cataloguing Rules, later known as AACR and AACR2, which has been superseded by RDA.
- 1.2 It is the intention of the Copyright Holders to continue this work.
- 1.3 And, whereas Copyright Holders consider it appropriate to clarify the responsibilities and relationship of the various bodies charged with such work.
- 1.4 The Copyright Holders jointly hold copyright in RDA.

Definition of RDA

- 2.1 **RDA: Resource Description and Access** refers to the international standard which is a package of data elements, guidelines, and instructions for creating library and cultural heritage resource metadata that are well-formed according to international models for user-focused linked data applications.

Transition

- 3.1 As of the signing of this Agreement, the 1989 Agreement and subsequent amendments shall cease to have effect, but without prejudice to all rights of the Copyright Holders arising from and anything done under those agreements.
- 3.2 This Agreement shall terminate with respect to a Copyright Holder:
 - i. If any Copyright Holder gives notice of its withdrawal from the Agreement. Any Copyright Holder withdrawing from the Agreement shall give at least six months' notice of its intention to do so and no withdrawal shall be valid until expiration of that period.
 - ii. If any Copyright Holder fails to discharge its obligations under the Agreement or otherwise breaches the terms of the Agreement or becomes insolvent or ceases to operate.
- 3.3 In the event of termination of this Agreement with respect to a Copyright Holder, for whatever reasons, the withdrawing or terminating Copyright Holder shall assign its copyright to the other remaining Copyright Holders.
- 3.4 This Agreement shall be interpreted under the laws of the United States of America and the State of Illinois. Any dispute between the parties to this Agreement on its interpretation shall be referred to an arbitrator appointed by the Institute of Arbitrators, London.

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The Copyright Holders Committee

- 4.1 Final responsibility for all policies and programs relating to RDA rules, the publication/dissemination of RDA, the affairs of subordinate bodies provided for in this Agreement, and all other aspects of the implementation of this Agreement shall rest with the Copyright Holders Committee, in collaboration with the RDA Board.
- 4.2 The permanent members of the Copyright Holders Committee shall be one representative from each of the Copyright Holders.
 - i. Each of the Copyright Holders shall appoint its chief executive officer or other senior executive or appointed delegate to represent the organization on the Copyright Holders Committee. No authority shall attach to such persons as individuals but only as representatives and spokespersons of the appointing organizations.
 - ii. The Chair of the Copyright Holders Committee shall be a representative of ALA Publishing.

The RDA Board of Delegates

- 5.1 The RDA Board of Delegates will be commonly known as the RDA Board.
- 5.2 The RDA Board will include the members of the Copyright Holders Committee and National Institution Representatives (1 each) from the following areas: Africa, Latin America & Caribbean, North America, Asia, Europe, Oceania. Representation will shift from country to country, wherever there are eligible institutions, within each group.
 - i. National Institution Representatives shall serve a three-year term, except that, to assist the maintenance of rolling terms, the initial terms will be of variable length, as specified at time of appointment.
 - ii. A National Institution Representative shall be an individual nominated by a national agency which has implemented RDA or will have implemented RDA within a calendar year of applying for an Institutional Representative seat. Where there are multiple eligible institutions within a region, nominations will be solicited from eligible institutions.
 - iii. If there are multiple candidates for an available National Institution Representative seat, the representative will be selected by vote of the current members of the RDA Board. The process will be overseen by the Chair of the RDA Board.
 - iv. Following completion of a three-year term, the National Institution Representative will stand down from the Board, to enable representation through another eligible national agency in the region. Where another eligible national agency does not exist or if no nominations are received, the National Institution Representative with the expiring term may be reelected to the Board. If there is only one eligible national agency within a region, the nominee of that agency will be selected.
 - v. The Chair of the RDA Board shall be one of the three Copyright Holders, on a rotating basis. The Chair's term will be for a period of two years, with an optional

extension of an additional term. All communication between subordinate bodies and the RDA Board shall be conducted through the Chairperson.

- 5.3 The RDA Board may include others, including but not limited to representatives of subordinate groups.
- i. The Chair of the RDA Steering Committee shall serve as a non-voting member of the RDA Board.
 - ii. Other positions, up to two, may be appointed to serve on the RDA Board.
 - iii. The RDA Fund Trustee representative will be an ex officio, non-voting, member of the RDA Board.
- 5.4 The RDA Board shall meet on such occasions as its members deem necessary to discharge its functions subject to agreement by the RDA Fund Committee. The RDA Board may meet face-to-face or virtually, as determined by its members.
- 5.5 The RDA Board shall seek to reach decisions by consensus; however, it is acknowledged that there are times when an agreement cannot be reached in this way. In that case, the decision will be reached by a simple majority of voting members.
- i. In the event of a tie vote, the Chair shall cast the deciding vote.
 - ii. Once a decision has been reached, it shall be presented as the collective view of the Board, with all members adhering to it.
 - iii. RDA Fund Trustee, if other than a Copyright Holder representative, if present at the meeting, may not vote.
- 5.6 The RDA Board will work with the Copyright Holders on setting the strategic direction for the further development of RDA and help ensure that the strategic plan is achieved. The RDA Board is also responsible for raising the profile of RDA and encouraging adoption of the standard.

The RDA Steering Committee

- 6.1 There shall be an RDA Steering Committee.
- i. The RDA Steering Committee shall advise on the content of the RDA Standard.
 - a. The RDA Steering Committee shall review the need for revisions, consolidations, additions and other changes and make recommendations to the RDA Board.
 - b. The RDA Steering Committee shall advise the RDA Board and RDA Fund Committee on programs and activities appropriate for the receipt of financial support from the RDA Fund.
 - c. Annually, the RDA Steering Committee shall submit for approval to the RDA Board of Delegates an updated three-year rolling plan, including a development programme, based on expertise and user consultation.
 - d. The RDA Steering Committee shall also liaise with representatives in their region, oversee working groups, and collaborate strategically with other international groups.

- ii. The RDA Steering Committee chair will be appointed by the RDA Board, based on a process to be made public by the RDA Board. Applications may come, but are not required to be, from among the RDA Steering Committee members.
- iii. The RDA Steering Committee shall include six regional community representatives, one each from Africa, Latin America & Caribbean, North America, Asia, Europe, and Oceania.
 - a. Regional representative bodies will be approved by the RDA Board of Delegates, in collaboration with the Chair of the RDA Steering Committee.
 - b. Representative bodies may determine their own terms of reference and processes for nominating a representative to the RDA Steering Committee, with the exception that the representative must meet the following criteria:
 - Work for an institution that has implemented RDA;
 - Serve for a minimum of two years; and,
 - Be considered by the appointing body to have “expert” knowledge of RDA.
 - c. Representative bodies need not be legal entities but must have terms of reference or a constitution and/or bylaws.
 - d. Representative bodies should have terms of reference endorsed by the RDA Board; if the body changes its terms of reference after the initial approval, the body should notify the Board so the changes can be endorsed
 - e. Representative bodies should be constituted in a way that enables representation of countries in that region and organizations within those countries that have implemented RDA.
 - f. Representative bodies must provide communication channels for those organizations that have implemented RDA within their region to provide input into the ongoing development of the RDA Standard.
 - g. A representative body must have a procedure in place to appoint an appropriate representative to the RDA Steering Committee, as well as a substitute should the representative be unable to attend a meeting.
 - h. A representative body must commit to using RDA online infrastructures to develop and provide feedback on proposals.
 - i. A representative body must foster development of supporting structures, such as regional working groups, and support those working groups by helping to identify members.
- iv. The RDA Steering Committee may also include additional members, including but not limited to, the following:
 - a. The Examples Editor
 - b. The Technical Team Liaison Officer
 - c. The Translations Team Liaison Officer
 - d. The Wider Community Engagement Officer

These positions will be filled by application and selection by the RDA Steering Committee Chair, in consultation with the Chair of the RDA Board. The selection process will be published by the RDA Steering Committee and RDA Board. Additional roles or recommendations to discontinue a role should be approved by the RDA Board.

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- v. The ALA Publishing Representative shall be an ex officio, non-voting member of the RDA Steering Committee.
 - vi. The Chair of the RDA Board shall be a non-voting member of the RDA Steering Committee.
- 6.2 It is the intent of the RDA Board that the RDA Steering Committee should determine the content of RDA. The Copyright Holders Committee, however, reserves the right, when considering the program of work provided for above, to refuse consent in cases when, in the opinion of the Copyright Holders Committee, proposed revisions would undermine the viability of the standard.

RDA Fund

- 7.1 The RDA Fund shall be managed by trustees representing the three Copyright Holders. The ALA representative shall serve as Chair.
- 7.2 The Fund shall receive royalties as outlined in the RDA Copyright Holders Agreement.
- 7.3 The Fund shall be held by the ALA in trust to be applied in accordance with the directions of the RDA Fund Committee, comprising three persons, one appointed by each of the Copyright Holders for such terms and on such conditions as each Copyright Holder determines in respect of its own representative. The Committee may conduct its business either at meetings or by electronic means. The Committee shall take its decisions unanimously.
- 7.4 The RDA Fund Committee shall discharge its functions in such a way as to maximize accrual within the Fund, shall advise the Copyright Holders on appropriate uses of the Fund, and shall report significant developments or problems arising in the development of the Fund to the Copyright Holders.
- 7.5 The RDA Fund Committee will review annual budgets prior to the start of a fiscal year. The budget should include projections of revenues and expenditures for the year as well as projections for the overall fiscal status of the Fund for the start and end of the fiscal year.
- 7.6 The RDA Fund Committee shall apply the Fund for any of the following purposes:
 - i. To pay for administrative support for the RDA Steering Committee.
 - ii. To fund such development and research work related to RDA as may be approved by the Copyright Holders.
 - iii. To provide assistance for the publication of such works as the Committee considers cannot be published under normal commercial conditions, subject to approval of the Copyright Holders.
 - iv. To meet the travel and subsistence costs of the Copyright Holders, the RDA Board, the RDA Steering Committee, and Fund Committee members, as determined by the Copyright Holders. Such travel may include governance

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- meetings, promotion of the standard, meetings with adopters/subscribers and potential adopters/subscribers, or other RDA-related and approved purposes.
- v. To mitigate any debt accrued by the Fund and owed to ALA.

7.7 Any funds not required for the purposes set out above that remain unspent on the termination of the Agreement shall be remitted to the Copyright Holders in proportion to their royalty payments to the Fund in the three years preceding the distribution.

Review and Revision

- 8.1 This agreement shall be reviewed not less than biennially by the Copyright Holders Committee.
- 8.2 Changes to this agreement must be approved by all members of the Copyright Holders Committee.

American Library Association

By: *[Signature]*
Its: Associate Executive Director, Publishing
Date: Dec. 6, 2018

Canadian Federation of Library Associations/La Fédération canadienne des associations de bibliothèques

By: *[Signature]*
Its: KATHERINE MCCOLGAN
Date: Dec 4/2018

Chartered Institute of Library and Information Professionals

By: *[Signature]*
Its: DIRECTOR OF BUSINESS DEVELOPMENT
Date: 6th December 2018