

RESOURCE DESCRIPTION AND ACCESS (RDA)

COPYRIGHT HOLDERS AGREEMENT 2023

This RDA Copyright Holders 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) and supersedes the 1989 Agreement and its addenda, and the RDA Copyright Holders Agreement 2018.

The RDA governance structure and relationships are described in the RDA Agreement, 2018. RDA is defined in section 2.1 of that Agreement as follows: 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 metadata that are well-formed according to international models.

1. **Term.** The term of this Agreement shall be from September 1, 2023, to August 31, 2028 (the “Initial Term”) and shall automatically renew for additional two (2) year terms (each a “Renewal Term”) unless any of the three (3) Associations notifies the others of its intent to modify the terms of or terminate this Agreement at least 90 days before the end of the term. In the event that the Agreement is terminated, any RDA subscriptions sold by ALA hereunder that survive the termination shall continue through their termination or expiration dates, and ALA shall continue to administer those licenses and submit payments in connection with those licenses to CFLA and CILIP.
2. **Revenue Sources.** RDA is sold in a variety of ways, and the revenue sources for RDA are as follows.
 - a. *RDA Toolkit* (the “Toolkit”) is a subscription website that features RDA and selected related resources.
 - b. *RDA Essentials*, *RDA Glossary*, and other official RDA print products (collectively referred to as “Print Products”) are print volumes that may also be distributed as digital files for use with electronic readers. Any additional Print Products developed under the imprint of the collective Copyright Holders during the term of this Agreement may fall within the requirements of the Agreement on the approval of the RDA Board.
 - c. *Permissions* refers to revenue acquired through agreements for print translation rights and permissions granted for use of RDA content by agencies who are not Copyright Holders.
3. **ALA Responsibilities and Authority.**
 - a. ALA shall have the sole authority, in consultation with the Copyright Holders, to negotiate and contract on behalf of the Copyright Holders for the development,

deployment, distribution and licensing of any translations of RDA and any permissions requests, provided, however that ALA shall not enter into any contract that lasts longer than the Initial Term (or the then-current Renewal Term, as applicable), unless approved by both CFLA and CILIP in writing.

- b. ALA shall have the following responsibilities with respect to the Toolkit: distribution and delivery of the Toolkit to end users (technical and administrative support); processing subscriptions and renewals; business operations including billing and collections in a range of currencies and countries; marketing and promotion; setting pricing and updates thereto; contracting and overseeing translations and permissions requests; website support, hosting, and ongoing maintenance; and product development management.
 - c. ALA shall liaise with the RDA Fund, the RDA Board of Delegates and the RDA Steering Committee, who shall act in the best interest of all parties.
4. **CFLA and CILIP Responsibilities.** CFLA and CILIP agree to make commercially reasonable efforts to promote sales and subscriptions for the Toolkit, and to promote, sell, and distribute Print Products in their defined territory.

5. **Fees, Expenses and Royalties.**

a. Definitions.

- i. *Net Sales.* Net Sales as used herein shall mean the amount of money collected by ALA for subscriptions to the Toolkit or sales of Print Products minus any discounts, refunds, commissions, and taxes.
- ii. *Allowed Expenses.* Allowed Expenses shall mean all royalty payments to the Fund, and all costs associated with the Toolkit, including but not limited to content creation, site development and product research, operating expenses to host, market, license, sell, fulfill, administer, and maintain the Toolkit and carry out ALA's responsibilities under this Agreement, depreciation costs associated with investments in the Toolkit, and an allocation of ALA staff costs, prorated based on the estimation of staff time spent on the Toolkit and Print Products.
- iii. *Net Revenue.* Net Revenue as used herein shall mean the sum of the Net Sales minus the Allowed Expenses.

b. Royalty Payments.

- i. **The Toolkit.** ALA shall pay royalties on Toolkit Net Sales as described below.
 - 1. RDA Fund – 10% of Toolkit Net Sales
 - 2. CFLA – 10% of Toolkit Net Sales in territory designated in Appendix A
 - 3. CILIP – 10% of Toolkit Net Sales in territory designated in Appendix A

Royalty payments to CILIP and CFLA are contingent on ALA showing positive Net Revenue for any given fiscal year (September 1-August 31) as described above in 5(a)iii. Any balance of Net Sales remaining in a fiscal year after payment of the Allowed Expenses, including royalties, shall be retained by ALA.

- ii. **Print Products.** ALA shall be responsible for publishing all Print Products. ALA, CFLA and CILIP may sell Print Products in their designated territories as set forth on Appendix A. The Copyright Holders shall pay the RDA Fund 10% of the Net Sales of Print Products.
- iii. **Permissions.** ALA shall be responsible for collecting all licensing fees for Permissions. Gross licensing fees collected by ALA for licensing of Permissions shall be distributed by ALA as follows:
 - 1. RDA Fund – 50% of any such fee
 - 2. ALA – 25% of any such fee
 - 3. CFLA – 12.5% of any such fee
 - 4. CILIP – 12.5% of any such fee

c. **Records and Reports.**

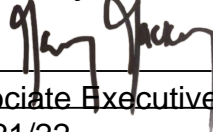
- i. ALA shall keep complete and accurate records of Allowed Expenses and Net Sales related to RDA. CFLA and CILIP shall each have the right to audit the ALA records related to Allowed Expenses and Net Sales related to RDA and its Revenue Sources upon request with reasonable notice and not more than once per year.
- ii. ALA shall create and deliver to CFLA and CILIP spreadsheet reports that are specific to the activities in each copyright holder's territory/territories. The spreadsheets will include information related to Allowed Expenses and Net Sales related to RDA and its Revenue Sources. The reports shall show Net Sales by territory, Royalties accrued, and Allowed Expenses incurred. The reports will include a fiscal year-end report in November and a mid-year report in March.

6. **Joint Obligations.** In the event of any third-party claim arising out of or related to delivery or use of the Toolkit or arising out of any contracts entered into by ALA related to RDA, the Copyright Holders agree that the RDA Fund shall bear the cost of defense and any damages, losses, costs or claims incurred by such third party. ALA shall have control over the defense and settlement of such claims, provided however that ALA shall consult with CFLA and CILIP on the defense and settlement of the same.

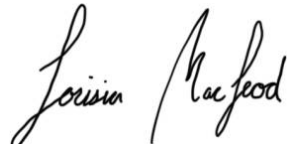
7. Review and Revision.

- a. This agreement may be reviewed at the conclusion of the Initial Term and subsequently not less than biennially by the Copyright Holders.
- b. Changes to this agreement must be approved by all Copyright Holders.
- c. 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.


American Library Association

By:  _____
Its: Associate Executive Director, ALA Publishing & Media
Date: 11/21/22

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

By:  _____
Its: Lorisia MacLeod, Chair of CFLA
Date: 11/21/2022

**Chartered Institute of Library and Information
Professionals**

By:  _____
Its: Pete Baker, Head of Publishing, Facet
Publishing, CILIP
Date: 11/08/2022

Appendix A to RDA Copyright Holders Agreement, 2023

1. **Toolkit Territories.** Countries for which CFLA and CILIP will receive any Royalties due to sales of Toolkit subscription are as follows:
 - a. **CFLA** – Canada
 - b. **CILIP** – United Kingdom
2. **Print Product Territories.** Countries for which ALA, CFLA, and CILIP may pursue sales of Print Products are as follows:
 - a. **ALA** – United States and its dependent territories and Mexico
 - b. **CFLA** – Canada
 - c. **CILIP** – United Kingdom and the other nations of Europe, Antigua and Barbuda, Australia, Bahamas, Bangladesh, Barbados, Belize, Botswana, Brunei, Cameroon, Cyprus, Dominica, Fiji, Gambia, Ghana, Grenada, Guyana, Hong Kong, India, Jamaica, Kenya, Kiribati, Lesotho, Malawi, Malaysia, Maldives, Malta, Mauritius, Mozambique, Namibia, Nauru, New Zealand, Nigeria, Pakistan, Papua New Guinea, Rwanda, Saint Kitts and Nevis, Saint Vincent and the Grenadines, Samoa, Seychelles, Sierra Leone, Singapore, Solomon Islands, South Africa, Sri Lanka, Swaziland, Tanzania, Tonga, Trinidad and Tobago, Tuvalu, Uganda, Vanuatu, and Zambia
 - d. Any territories not covered above are open to all Copyright Holders for sales of Print Products.

Appendix B to RDA Copyright Holders Agreement, 2023

Being that this agreement begins on September 1, 2023, and the previous agreement (2018) concludes on June 1, 2023, all parties agree that the terms of the 2018 agreement shall be extended to August 31, 2023.