

MEMORANDUM OF UNDERSTANDING

Between

The Consiglio Nazionale delle Ricerche (Rome, Italy)

The Università di Bologna (Italy)

and CIEPS – ISSN International Centre (Paris, France)

for the carrying out of a common project :

**the Semi-automatic Assignment of ISSN to Italian Serials,
based on ACNP records – SAIISA**

The Consiglio Nazionale delle Ricerche (Rome, Italy)

represented by Prof. Luigi Nicolais, President (*hereafter designated by CNR*).

The Università di Bologna (Italy)

represented by Leonardo Piano, Director (*hereafter designated by UB*),

CIEPS – ISSN International Centre (Paris, France)

represented by Ms Françoise Pellé, Director. (*hereafter designated by ISSN or ISSN IC*),

Whereas

the CNR, through its Central Library "G. Marconi", ensures the preservation of Italian bibliographic production in scientific fields, allows the availability of documents for student community and performs the duties of ISSN Italian Centre assigning the ISSN' codes to the Italian serials;

considered the Agreement stipulated in 2000 and at present under renewal stage, between the Centro Inter-Bibliotecario (CIB) of Bologna University and the CNR, about the management and the public availability of Archivio Collettivo Nazionale dei periodici ACNP (Agreement's statements: common ownership of bibliographical data, common management and development of the union catalogue ACNP and the correlated resources; Agreement's purposes: union catalogue ACNP management, development and availability for online search services and other interchange services);



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agree on the following:

- 1 – A project named SAHSA, which aims at assigning ISSN codes to Italian serials on the basis of the Italian ACNP catalogue, using the semi-automatic procedures developed at the ISSN IC, is established and managed by CNR, UB and ISSN.
- 2 – UB and CNR hereby certify that they jointly and exclusively hold the intellectual property rights of the ACNP catalogue as well as the rights to use the ACNP records for the purpose indicated under paragraph 1 above.
UB and CNR shall hold harmless ISSN against all the consequences, particularly financial, of any actions and/or claims relating to such ownership and rights of any type whatsoever within the ACNP database, subject to the following provisions:
 - ISSN shall immediately give notice of any complaint, claim or action brought against it concerning the rights and ownership to use the ACNP records;
 - UB and CNR shall have full control over the conduct of the defence as well as over determining whether or not a legal action shall be continued or settled;
 - ISSN undertake to cooperate in good faith with UB and CNR;
- 3 – UB and CNR also accept that the ACNP records, once entered into the ISSN database, become integral part of the ISSN database, and therefore become fully ISSN records. Consequently, ISSN shall then have the rights to distribute the ISSN database including the ACNP records as it wishes, in all territories, with a pricing policy that it determines on its own. UB and CNR shall continue to use the ACNP records and database for all other purposes. For sake of clarity, nothing in this Memorandum of understanding shall be intended to limit or otherwise prejudice the intellectual property rights of UB and CNR on the ACNP records.
UB and CNR acknowledge that they shall not have any financial claims towards the ISSN on the grounds of this distribution.
- 4 – The main responsibilities of, and benefits for the partners of the project will be as follows:
UB
 - makes available the ACNP records to ISSN IC to check whether serial titles without ISSN codes (amount of the records: ...) are already registered in the ISSN database and, if not, these new records may be entered in the ISSN database;
 - receives ISSN codes for each record registered in ISSN database on the basis of an ACNP record;
 - makes in its own database the cataloguing changes necessary to make its own records consistent with the records validated in the ISSN database.

The ISSN International Centre

- receives from UB (ACNP) the records (amount of the records: ...) so as to check if the corresponding serial titles are already registered in the ISSN database;
- prepares comparison lists between ACNP data and identical or similar data found in the ISSN database (according to already tested diagnostic model);
- supplies to CNR - ISSN Italian Centre the lists containing ACNP data and automatic comparisons with identical or similar data found in the ISSN database for bibliographic analysis and evaluation;

- receives from CNR - ISSN Italian Centre the lists checked and validated with pertinent evaluations.

The CNR - ISSN Italian Centre

- receives from the ISSN IC the lists containing ACNP data and automatic comparisons with identical or similar data found in the ISSN database;
- analyzes and evaluates the above mentioned lists (evaluations about similarity: identity; correspondence level a, b, c ...; no identity), establishes the immediate codes assignation or the opportunity of other bibliographic inquiries or the unfeasibility of assignation because of the lack of a minimum set of bibliographic requirements;
- sends to the ISSN IC the checked lists;
- communicates new assigned ISSN codes for current serials to the pertinent publishers whose addresses could be found;
- ensures in the ISSN database the usual maintenance operations for the bibliographic records originated during the project (revision, updating, deletion or suppression if necessary).

5 - The benefits of the project are mainly the following ones:

For Italy (including CNR -ISSN Italian Centre and UB - ACNP):

- According to rules established in 2010 by the Italian University and Research Ministry, the 'ISSN code' became a necessary element - as the 'ISBN code' - to allow the correct identification and the appropriate evaluation for scientific publications. Consequently the substantial increase of ISSN-coded Italian serials would be particularly useful for the scientific community that has to supply validated documentation of its own publishing activity to control organisms or bodies.
- Unchecked 'Legacy records' total amount decrease.
- To set up a communication channel between Italian libraries (end-users) and the ISSN Network, to improve the continued feed-back and proposal of corrections or updates in the ISSN register.
- Increase the circulation of Italian scientific serials, thanks to a reliable localization of these ACNP titles that have been assigned the ISSN code.
- Improve the communication via the ISSN identifier between the ACNP Catalogue and NILDE (Network Inter-Library Document Exchange), the Italian system for Document Supply used among Italian libraries.

For the ISSN Network:

- ISSN coded serials amount increase (global improvement of the coverage of the ISSN database)
- Unchecked 'Legacy records' total amount decrease
- Analysis and development about new technical solutions for matching and selecting titles.

6 - In order to define and coordinate the activities the follows referrals for each part are identified:

(name) CNR: Maurizio Lancia, Flavia Cancedda

(name) Università di Bologna: Leonardo Piano, Vincenzo Verniti

(name) ISSN : François-Xavier Pelegrin, Pierre Godefroy



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7- Resources for. and benefits of the project

It is agreed that the three partners shall put equivalent resources and efforts in the project, and shall draw equivalent benefits from the carrying out of the project. It is also agreed that resources and efforts are equivalent to the benefits of the project for each of the three partners. As a consequence, no payment, or financial transaction, or compensation of any kind is or will be requested in the framework of the project by any or to any of the three partners. The CNR – Central Library “G. Marconi”, the Bologna University ASDD, and the ISSN IC undertake to make available within the limits of their own equipments and human resources the skills and the know-how required for defining and implementing the activities covered by this Agreement.

8 – This Agreement will have a term of three years and could be renewed through written agreement signed by each party. This Agreement may be modified or terminated at any time by written consent of all partners.

The partners reserve the right to withdraw for a due cause from this Agreement at any time by providing three months written notice to the other part partners.

The expiration or termination of this Agreement or the withdrawal of the participation of a party shall not affect any accrued rights, obligations and liabilities of either party, including without limitation any right acquired by ISSN by reasons of or in consequence of the execution of this Agreement.

Executed in three originals in English language, each one also translated in Italian language. In case of differences in textual interpretation, the English text will be considered as text of reference.

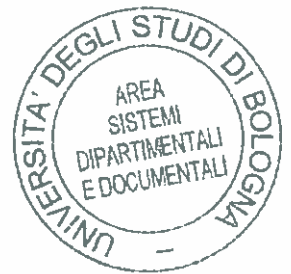
Roma, date

For CNR –ISSN Italian Centre: Luigi Nicolais, President

Place, date

For UB – ACNP: Leonardo Piano

IL DIRIGENTE
Dott. LEONARDO PIANO



Place, date

For CIEPS –ISSN International Centre: Françoise Pellé, Director

October 30th, 2012

