

**Agreement  
on co-creation  
of the SILESIAN DIGITAL LIBRARY**

**General provisions**

**§ 1**

1. Participants of the Agreement co-create digital content named „the Silesian Digital Library” (SDL).
2. The mission of the Silesian Digital Library is to present online cultural heritage of the area of the historical Silesia and the Śląskie (Silesian) Voivodeship in its historic and contemporary diversity, support teaching and educational activities and publish the scientific property of the region.
3. Detailed objectives of the Silesian Digital Library are:
  - to create and constantly expand the SDL digital collections presenting:
    - cultural heritage of the region,
    - national, European and world cultural heritage collected in the region,
    - scientific publications,
    - educational and teaching materials,
    - and other contributed by the Participants of the Agreement.
  - to make available the SDL digital content via the Internet,
  - to consolidate copies of original collections scattered throughout the region on the common platform of digital content,
  - to develop a research workshop with the use of electronic tools,
  - to preserve collections by limiting the necessity of using the originals,
  - to coordinate digitization projects carried out by the Participants.
4. The Agreement is open in its character and all institutions sharing its aims and representing the area of culture, education and science can participate in it.
5. The condition of entering the Agreement is to sign the text of the Agreement.

## **The Silesian Digital Library**

### **§ 2**

1. The SDL is a digital platform which enables collecting, cataloguing and presenting the electronic versions of publications prepared by editors in institutions co-creating the SDL content, and makes them available to users of the Internet.
2. The organizational coordinator of the Agreement is the Silesian Library in Katowice. The SDL content and its main infrastructure is situated in the Silesian Library which supports the SDL domains, provides the Internet connection and administers its system.
3. The safety copy of the content (mirror) is situated in the Library of the University of Silesia.
4. The SDL is included in the national system of remote digital libraries.
5. The Internet domains of the SDL are:
  - a) European: [digitalsilesia.eu](http://digitalsilesia.eu)
  - b) Polish: [sbc.org.pl](http://sbc.org.pl)

### **Principles of co-creation of the SDL content**

### **§ 3**

1. Content of the Silesian Digital Library is created distributively – by each Participant of the Agreement.
2. Publication of digital content via the SDL by the Participants is free of charge.
3. Participants publish digital content on equal rights and each of them decides autonomously which publications and how many of them will be published.
4. Each Participant takes responsibility for solving the problem of copyright, making sure the rights are terminated or concluding an agreement with an owner of the rights.
5. Participants maintain rights to their digital content published in the SDL and determine the period of its availability as well as conditions of its commercial use.
6. On a page containing a bibliographic description of a publication the Participant who had published it may include a logo of the institution (e.g. an ex-libris) together with a link to its Internet site.

## **Objectives of the Participants of the SDL**

### **§ 4**

#### **Collaborative objectives of the Participants are:**

1. To cooperate in establishing the principles of cataloguing digital content for various types of collections and defining the collections.
2. To establish recommendations and standards for graphic formats used in the SDL as well as the principles of their preparation.
3. To establish and support formal recommendations concerning the choice of publications to be presented in the SDL.
4. To plan and coordinate digitization and publication of digital contents.
5. To cooperate in automation of library processes related to the SDL content.
6. To plan and organize training of the SDL operators.
7. To promote mutually activities of the institutions – Participants of the Agreement and the SDL.
8. To propose and conduct collaborative projects within the SDL.
9. To initiate and conduct activities aiming at raising funds for the development of the SDL.

### **§ 5**

#### **Objectives of the Participants-Founders are:**

1. To maintain the SDL servers and domains.
2. To create safety copies of the SDL content.
3. To administrate the system and software, and to update the data on the SDL Internet site.
4. To organize meetings, to conduct a correspondence.
5. To administrate the SDL Internet forum.

### **§ 6**

#### **Own objectives of the Participants are:**

1. To propose and select items from the Participant's own collection for digitization.
2. To obtain licence for publication in the SDL works protected by copyright.

3. To train editors and administrators of the SDL.
4. To prepare digital versions of the publications.
5. To create bibliographic descriptions of the Participant's own content published in the SDL.
6. To publish and administrate the Participant's own content in the SDL.
7. To save copies of the Participant's own content published in the SDL.
8. To delegate a representative of the Participant to the consortium "Polish Digital Libraries" (optional).

### **The SDL organizational structure**

#### **§ 7**

#### **Assembly of the Participants**

1. The highest authority of the SDL Agreement is the Assembly of the Participants.
2. Each Participant may be represented by any number of representatives, but one institution is entitled to only one valid vote.
3. The Assembly is called when necessary or if requested by half of the number of representatives, but at least once a year.
4. Participants can also hold meetings and vote online.
5. Decisions and resolutions are passed by an ordinary majority of votes.
6. Each Participant of the SDL may dismiss its representative and appoint another, but the Team of Coordinators must be notified about it in writing.
7. Meetings of the Assembly are minuted.
8. In meetings of the Assembly can participate invited guests and experts.

#### **§ 8**

#### **Team of Coordinators**

1. The Team of Coordinators (TC) executes and supervises the realization of collaborative objectives and objectives of the Participants-Founders.
2. The TC consists of 7 coordinators and operates according to the regulations, accepted by the TC itself.
3. Members of the TC are elected by the Assembly of the Participants for the period of 3 years, by an absolute majority of votes.

4. Permanent members of the TC are two representatives of the SDL Participants-Founders.
5. Activities of the TC are supervised by a Chairperson selected out of the members of the TC.
6. If necessary, the Assembly of the Participants or the Team of Coordinators can appoint and disband working groups for the realization of specific objectives.

## **§ 9**

### **College of Researchers**

1. The College of Researchers (CR) is the advisory and consultative body to the SDL Participants on general directions of the development of research, scientific, teaching and educational collections.
2. The CR consists of representatives of academic and scientific institutions participating in the SDL, delegated by the heads of the institutions.
3. Any scientific expert from an institution not participating in the SDL, if invited by members of the CR, can also become a member of the CR.
4. The CR activities are supervised by a Chairperson, who is selected out of the members of the CR, according to a procedure adopted by the CR, for the period of 3 years.
5. Meetings of the CR are called by the Chairperson or half of the number of its members, at least twice a year.

## **§ 10**

1. Results of activities of the Team of Coordinators, the College of Researchers and working groups are available to all Participants of the SDL Agreement.

### **Communication and support of the SDL Participants**

## **§ 11**

1. To facilitate the exchange of information between representatives of the SDL Participants an e-mail alias [psbc@bs.katowice.pl](mailto:psbc@bs.katowice.pl) and an Internet forum was established. The forum, being the main tool of communication at the SDL, is available at the address <http://forum.sbc.katowice.pl>.
2. The SDL editors and administrators can benefit from technical support provided by producer of software used by the SDL in English and Polish (phone, e-mail, forum), together with a software documentation for its users.

## **Funding**

### **§ 12**

1. Current costs of activities determined by the Agreement are covered by Participants according to objectives realised within the Agreement.
2. In order to reduce costs of objectives realised within the Agreement Participants can perform the objectives collaboratively, according to agreed arrangements regarding their scope, range of participation, method of ordering and mutual settlements.
3. Any additional obligation beyond the scope of the Agreement is undertaken by an independent decision of the Participant, according to a separate contract.

## **Final provisions**

### **§ 13**

1. The Agreement is in force for the period of cooperation in accordance with the terms of the Agreement.
2. Each Participant has the right to terminate the Agreement with three-months' notice.
3. Any modifications to the Agreement must be confirmed in writing.
4. Participants declare that in case of a possible dispute they will seek an amicable settlement of the dispute.
5. The Agreement has been drawn up in duplicate. Both copies are signed by the Participants-Founders and an entering Participant. One copy is kept by the Participant-Founder (the Silesian Library) and the second copy is kept by the Participant.
6. Possible disputes between Participants are settled by the court appropriate for the Participants-Founders. Cases not specified under the terms of the Agreement are regulated in compliance with the Civil Code provisions.
7. The Silesian Library compiles and updates the List of Participants co-creating the Silesian Digital Library, which constitutes an Annex no. 1 to the Agreement. The List of Participants is available on the SDL Internet site as well as in the SDL Internet forum.

**On behalf of**  
**the Participants-Founders of the SDL**

**On behalf of**  
**the Participant of the SDL**