



Publications Office

Official Journal and Access to Law
Legal and Documentary Issues, Consolidation and Copyright
Copyright/Licences, Pre-litigation and Legal Issues

Luxembourg, 2nd February 2011

DROIT(11) 12952

Ref: fvb/cg —lp.019.ru

OPOCE — DROIT/COPYR

THE RECORD MANAGERS' GUILD
3, Blagoveschenskiy per.
103001 Moscow
Russia

Subject: Licence Agreement for the translation of MoReq2

Our ref.: 2010-COP-728 / LP-019-RU

Dear Mr Afanasiev,

Please find enclosed, for your files, one duly signed original of Agreement LP-019-RU licensing THE RECORD MANAGERS' GUILD to translate and publish Russian editions of MoReq2.

Yours sincerely,

François Van Den Bril
Licences & Copyright

■ Encl.

**AGREEMENT
LP-019-RU**

Between THE EUROPEAN UNION

represented by

THE EUROPEAN COMMISSION

acting through

THE SECRETARIAT-GENERAL OF THE EUROPEAN COMMISSION
1049 Brussels, BELGIUM
(hereinafter called 'the Secretariat General')

represented for the purpose of the signature of this Agreement by

Ms Pascale BERTELOOT, Head of Unit
Legal and Documentary Issues, Consolidation and Copyright Unit
PUBLICATIONS OFFICE OF THE EUROPEAN UNION
2, rue Mercier, 2985 Luxembourg, LUXEMBOURG
(hereinafter called 'the Publications Office')

and THE RECORD MANAGERS' GUILD
3, Blagoveschenskiy per., 103001 Moscow, Russia
(hereinafter called 'the Publisher')
represented by Mr Sergey AFANASIEV, Executive Director

whereby it is agreed as follows:

1. Subject to the conditions hereinafter specified, the European Commission hereby grants to the Publisher a non-exclusive licence, for the full legal term of copyright, to translate, print, and publish throughout the world, in any form and medium, a Russian-language edition (hereinafter called 'the Work') of the original English-language publication entitled *Model Requirements for the Management of Electronic Records: Update and Extension 2008 — MoReq2 Specification* (ISBN 978-92-79-08823-0) (hereinafter called 'the MoReq2 Specification'), published by the Publications Office on terms that the copyright therein vests exclusively in the European Communities.

This licence also covers the translation of *Appendix 9 to the MoReq2 Specification: Metadata Model*, published in electronic format only, on the website of the DLM (Document Lifecycle Management) Forum.

As specifically provided for by point 1.8 of the MoReq2 Specification, the Publisher may add to the Work a 'chapter zero' setting out national requirements, subject to prior approval of its content by the MoReq Governance Board established by the DLM Forum.

This licence may be tacitly extended to any subsequent revision/update of the MoReq2 Specification.

2. This Agreement shall enter into force on the date of its signature by the Publications Office. It relates to a single edition of the Work and, if relevant, of any subsequent translation of its revision(s)/update(s). It may not be modified otherwise than by further formal Agreement in writing between the parties.

3. The Publisher shall publish the Work at his own expense. He shall cause the translation of the texts into Russian to be made faithfully and accurately from the original language edition by a competent translator.
4. The Publisher undertakes:
 - (a) not to make any changes of substance to the existing texts or illustrations of the original publication without the express permission of the European Commission given on its behalf by the Publications Office in writing;
 - (b) not to publish the Work under any principal title other than a direct translation into Russian of the title in English set out in Article 1 of this Agreement;
 - (c) to produce the Work in at least one revisable electronic format, and in PDF format;
 - (d) to print upon the verso of the title page of the Work, as well as at a suitably prominent place of the electronic version(s), the following acknowledgement translated into Russian:

'First published in English as
*Model Requirements for the Management of Electronic Records: Update and Extension 2008 —
MoReq2 Specification*
by the Office for Official Publications of the European Communities
© European Communities, 2008
Russian translation: © Stanislav Makarow, [year]

- (e) in case of translation of any subsequent revision/update of the MoReq2 Specification, to add the exact reference to the original English language document, e.g. 'version 1.4'.
5. Prior to publication, the Publisher shall submit the proofs of the Work, in a revisable electronic format, to the MoReq Governance Board for DLM Forum validation of the translation. In accordance with the outcome of the validation procedure, the Publisher shall add below the acknowledgement set out under Article 4(d), either of the following notices, translated into Russian:
 - (a) 'This translation has not been validated by the DLM Forum. Responsibility for the Russian translation lies entirely with Stanislav Makarow.'
 - (b) 'This Russian translation has been validated by the DLM Forum.'

In case it is not possible to carry out a full validation of the translation, the DLM Forum may propose the inclusion of an alternative notice, the terms of which shall be agreed with the Publisher.

6. Subject to the provisions of the preceding Articles, the paper, printing, binding, jackets or covers and embellishments, the promotion, the manner and extent of advertisement, and the reprinting of the Work in booklet form shall be at the Publisher's sole discretion.
7. On first publication of the Work, the Publisher shall forthwith deliver courtesy copies to the Publications Office's Copyright & Licences Section, as follows:
 - at the address given at the head of this Agreement, free of all delivery charges, twenty-six (26) copies if the Work is published in booklet form;
 - by e-mail at the following address: copyright-info@publications.europa.eu, one copy of the Work in each of the electronic formats in which it is produced. In this courier, the Publisher shall communicate the exact link to his webpage on which the Work is published.

8. The Publisher shall grant permission for publication of the Work on the European Union's official website 'Europa', as well as on the website of the DLM Forum, subject to due acknowledgement of the Publisher as the copyright holder thereof.

The Publisher shall accept that the European Commission and the DLM Forum authorise reproduction of the Work by third parties on sole condition that appropriate acknowledgement is given to the source and to the Publisher by inclusion of the relevant copyright notice.

9. Should the Publisher wish to proceed to the translation of any revision/update of the MoReq2 Specification, he shall inform both the Secretariat General and the Publications Office of his intention. On publication of further Works, the conditions specified in the above Article 7 shall be respected.
10. The Publisher may not assign the rights and benefits conferred by this Agreement nor issue the Work under any imprint other than his own without the written approval of the Publications Office acting on the European Commission's behalf.
11. Should the Publisher violate any of the terms of this Agreement and not rectify such violation within one month of having received written notice to do so by registered letter sent to him at his address given at the head of this Agreement, the licence hereby granted shall forthwith lapse and all rights conveyed by it shall without further notice revert to the European Commission.
12. Any communication, notice or delivery to be given or made to the European Commission by the Publisher under the terms of this Agreement shall be made to the Publications Office as the European Commission's representative, and the Publications Office may act as the representative of the European Commission *vis-à-vis* the Publisher for any other purposes of this Agreement.
13. The rights and liabilities of the parties in so far as they are not expressly covered by this Agreement shall be established according to the law of Luxembourg, and any dispute, whether as to the express terms of this Agreement or otherwise, shall be determined by the courts of Luxembourg.

Done in two originals

in Moscow,


on 27 January 2011


in Luxembourg,

on 01.02.2011

For the Publisher

For the Publications Office


Sergey AFANASIEV
Executive Director


Pascale BERTELOOT
Head of Unit