INTERNATIONAL CENTRE FOR THE STUDY OF THE PRESERVATION AND RESTORATION OF CULTURAL PROPERTY

CENTRE INTERNATIONAL D'ETUDES POUR LA CONSERVATION ET LA RESTAURATION DES BIENS CULTURELS



# Routing Slip

<u>Clearance</u>	Name	Email	Cleared
Programmes Unit	Valerie Magar	vm@iccrom.org	
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clearance			m.

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# Partner Agreement Cover sheet

AGREEMENT		
Type of agreement:	MoU, Agreement	
Amendment of previous	☐ Yes 🛛 No Reason:	
Agreement:		
	Previous Agreement(s) reference n./Alfresco protocol n.:	
Programme:	ICCROM Library	
Name of activity:	BCIN Bibliographic Database of the Conservation Information Network	

PARTNER		
Name of partner institution:	Biblioteca Nazionale CentrALE DI fIRENZE	
Partner signatory official:	Full name: Dott.ssa Anna Lucarelli	
	Email: anna.lucarelli@cultura.gov.it	
Iso code:	ITA	
Contact person:	Full name: Alessandro Sidoti	
	Phone:	
	Email: alessandro.sidoti@opificiodellepietredure.com	

PAR	TNER (if more than one)	⊠ N/A
Name of partner institution:		
Partner signatory official:	Full name:	
	Email:	
Iso code:		
Contact person:	Full name:	
	Phone:	
	Email:	

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PAR	TNER (if more than two)   ⋈ N/A
Name of partner institution:	
Partner signatory official:	Full name:
	Email:
Iso code:	
	Full name:
Contact person:	Phone:
	Email:

PAR	<b>TNER (if more than three)</b>
Name of partner institution:	
Partner signatory official:	Full name:
	Email:
Iso code:	
Contact person:	Full name:
	Phone:
	Email:

# Memorandum of Understanding For Contribution of the National Central Library of Florence to the new BCIN Database

#### Between

The International Centre for the Study of the Preservation and Restoration of Cultural Property (ICCROM)

And

The National Central Library of Florence - Biblioteca Nazionale Centrale di Firenze BNCF

#### Regarding

the contribution of data to the new BCIN Database developed under the umbrella of the Memorandum of Understanding for Developing and Managing the BCIN Database signed by ICCROM, The Getty Conservation Institute (GCI), The Canadian Conservation Institute (CCI), and the International Council on Museums Monuments and Sites (ICOMOS) on the 10 of February 2021

#### **PREAMBLE**

The practice of conservation and preservation of knowledge requires access to information and the sharing of knowledge among conservation professionals with the goal of preserving the world's cultural heritage;

The new BCIN Membership (ICCROM, Canadian Conservation Institute, Getty Conservation Institute, ICOMOS) have a mutual interest in sharing the information that is concentrated in the libraries of cultural institutions;

Each member of the new BCIN Membership shares in the goal of continuing to develop the BCIN project, and making bibliographical information freely available for the improvement of conservation practices building on the data collectively produced by all founding members of the former BCIN Membership, and welcome the contribution of relevant data by Institutions that express their intention to participate in the project;

The new BCIN Membership agrees that ICCROM is the best place to continue the management of the BCIN Database in a cost effective manner and trusts ICCROM in approaching new contributors;

The BCIN Membership agree to the contribution of thematically relevant data by the National Central Library of Florence to the BCIN database.

Therefore, ICCROM and the National Central Library of Florence agree that:

#### 1.0 INTRODUCTION

This Memorandum of Understanding ("MOU") establishes a framework for the contribution of data produced by the National Central Library of Florence into the new BCIN Database Application.

#### 2.0 DEFINITIONS

- 2.1 New "BCIN Membership" refers to the 4 partners: ICCROM, Canadian Conservation Institute, Getty Conservation Institute, and ICOMOS.
- 2.2 "BCIN Database" means the Bibliographic Database of the Conservation Information Network. The creation and maintenance of the BCIN Database is the main goal of the BCIN Membership.
- 2.3 "The Application" means the software application that is operated by a third party service provider, and will be licensed and utilized for the BCIN Database by ICCROM.

#### 3.0 MANAGEMENT OF BCIN DATABASE

- 3.1 The BCIN Membership agree that ICCROM, as manager of the BCIN Database Application, enters into a separate agreement with the National Central Library of Florence following consultation with all partners, to allow that thematically relevant data can be transferred to the BCIN platform. The costs of this contribution will be covered by the National Library of Florence. The BCIN Membership will not be responsible for any costs associated with this contribution.
- 3.2 ICCROM and the National Central Library of Florence acknowledge and agree that the National Central Library of Florence contracts directly with the third party private firm in charge for the development, maintenance and hosting of the new BCIN Database and that the data will be stored in the cloud.

#### 4.0 RESPONSIBILITIES OF THE NATIONAL CENTRAL LIBRARY OF FLORENCE AND ICCROM

- 4.1. The National Central Library of Florence agrees to contribute only thematically relevant data to the new BCIN Database Application and acknowledges its responsibility to respect all applicable intellectual property laws and rights in its respective jurisdiction.
- 4.2 The National Central Library of Florence may use the same data contributed to the new BCIN Database Application in other databases. Nothing in this MOU creates exclusive rights over the data provided by the National Library of Florence.

- 4.3 Under the coordination of ICCROM the National Central Library of Florence is responsible for entering into and managing a contract with the third party service provider for BCIN Database Application, who will ensure that the BCIN Database Application is maintained and remains accessible and contains the requisite copyright notices.
- 4.4 ICCROM as manager of the new BCIN will ensure that data contributed by the National Central Library of Florence will not be modified after its import into the new system.

#### 5.0 DURATION AND TERMINATION

- 5.1 This MOU comes into effect when both parties have signed it. The date of this MOU will be the date this MOU is signed.
- 5.2 This MOU shall continue in effect for the duration of the BCIN Database application on the new platform.
- 5.3 If the National Central Library of Florence decides to remove the data contributed to BCIN from the application, the National Central Library of Florence will need to cover all costs resulting from this procedure.

#### 6.0 INTELLECTUAL PROPERTY

- 6.1 Nothing in this MOU affects the ownership of intellectual property rights of the National Library of Florence.
- 6.2 Nothing in this MOU affects the ownership of any intellectual property rights that may exist in the BCIN Database and the BCIN web application.
- 6.3 The National Central Library of Florence as a contributor to the new BCIN Database hereby represents and warrants that it either owns or has cleared all intellectual property rights in the data necessary to allow use within the BCIN Database.
- 6.4 ICCROM shall ensure that no rights in the database or individual entries within the database will be conveyed to the third-party service provider.

# 7.0 GENERAL TERMS AND CONDITIONS

7.1 Under no circumstances will this MOU be construed as creating or establishing any formal, legal, association, partnership, joint venture, principal/agent or

master/servant relationship between the National Central Library of Florence Institute and ICCROM.

- 7.2 In the event of a dispute arising under the terms of this MOU it is agreed that it will be made an attempt in good faith to settle the dispute.
- 7.3 No variation, amendment, change, modification or waiver of any term, provision or condition of this MOU will be valid unless in writing and signed by both the National Central Library of Florence and ICCROM.

7.4

#### 8.0 NOTICES

8.1 All notices and communications concerning this Agreement shall be addressed as follows:

#### FOR ICCROM:

#### Webber Ndoro

Director General ICCROM Via di San Michele 13, 00153 Rome, Italy

### Contact:

## **Daniela Sauer**

Lead Librarian ICCROM Library daniela.sauer@iccrom.org

# FOR THE NATIONAL CENTRAL LIBRARY OF FLORENCE:

#### Dott.ssa Anna Lucarelli

For the Acting General Director National Central Library of Florence – Biblioteca Nazionale di Firenze Piazza dei Cavalleggeri, 1, 50122 Firenze, Italy

#### Contact:

# Alessandro Sidoti

Restauratore Conservatore di Libri rari e Manoscritti Biblioteca Nazionale Centrale di Firenze Settore Tutela Conservazione, Prevenzione e Restauro alessandro.sidoti@opificiodellepietredure.com

# IN WITNESS WHEREOF,

Both parties have executed this Memorandum of Understanding signed by the authorized officers of the partners:

For ICCROM

27 April 2023 | 13:28:38 CEST

Webber Ndoro

Date

For the National Central Library of Florence

Dott. ssa Anna Lucarelli 27 aprile 2023 | 15:34:05 CEST

Dott. ssa Anna Lucarelli Date

# **DocuSign**

Firmato: 24/04/2023 10:18:11

Firmato: 24/04/2023 10:29:41

#### Certificato di completamento

ID busta: 0E408AD955BE48D5B55AF036F606CBBF Stato: Completato Oggetto: Complete with DocuSign: Agreement Cover sheet\_v8.7.docx, 20230424\_BCIN\_MoU\_ICCROM-National\_Libr...

Busta d'origine:

Pagine documento: 7 Firme: 2 Creatore busta:
Pagine certificato: 6 Iniziali: 2 Daniela Sauer

Firma guidata: Abilitato daniela.sauer@iccrom.org
Timbro ID busta: Abilitato Indirizzo IP: 151.12.151.178

Fuso orario: (UTC+01:00) Amsterdam, Berlino, Berna, Roma, Stoccolma, Vienna

Verifica record

Lead Librarian

Stato: Originale Proprietario: Daniela Sauer Posizione: DocuSign

24/04/2023 10:04:58 daniela.sauer@iccrom.org

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Daniela Sauer Completata Inviato: 24/04/2023 10:13:24 daniela.sauer@iccrom.org Visualizzato: 24/04/2023 10:13:34

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 Valerie Magar
 Inviato: 24/04/2023 10:18:13

 vm@iccrom.org
 Visualizzato: 24/04/2023 10:29:33

Unit Manager, Programmes

ICCROM

Livello di protezione: E-mail, Autenticazione account Scelta della firma: Stile preselezionato

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Maurizio Moriconi Inviato: 24/04/2023 10:29:42 mm@iccrom.org Visualizzato: 27/04/2023 06:50:50

Administration Manager - Administration Unit Firmato: 27/04/2023 06:51:40

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Livello di protezione: E-mail, Autenticazione account Scelta della firma: Immagine della firma caricata

(nessuna) Mediante l'indirizzo IP: 93.34.90.201

Firmato tramite mobile

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Joseph King (Officer in Charge) Inviato: 27/04/2023 06:51:42 ik@iccrom.org Visualizzato: 27/04/2023 13:27:08

Senior Director
Firmato: 27/04/2023 13:28:38

Livello di protezione: E-mail, Autenticazione account Scelta della firma: Immagine della firma caricata (nessuna)

Mediante l'indirizzo IP: 151.12.151.178

Record elettronico e divulgazione della firma:

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Firmatario - Eventi **Firma Timestamp** Anna Lucarelli Inviato: 27/04/2023 13:28:40 anna lucarelli anna.lucarelli@cultura.gov.it Visualizzato: 27/04/2023 15:20:41 Livello di protezione: E-mail, Autenticazione account Firmato: 27/04/2023 15:34:05 (nessuna) Scelta della firma: Stile preselezionato Mediante l'indirizzo IP: 193.206.206.201 Record elettronico e divulgazione della firma: Accettato: 27/04/2023 15:20:41 ID: a214d6f8-8ad7-4f7c-a5d8-0fc131fbd9d8 Nome azienda: ICCROM Firmatario di persona - Eventi **Firma Timestamp** Editor - Eventi di recapito Stato **Timestamp** Agente - Eventi recapito Stato **Timestamp** Recapito intermedio - Eventi Stato **Timestamp** Recapito consegna certificata - Eventi Stato **Timestamp** Copia nascosta - Eventi Stato **Timestamp** Inviato: 27/04/2023 15:34:07 José Luiz Pedersoli In copia ilp@iccrom.org Unit Manager, Strategic Planning **ICCROM** Livello di protezione: E-mail, Autenticazione account (nessuna) Record elettronico e divulgazione della firma: Non disponibile tramite DocuSign Jennifer Copithorne Inviato: 27/04/2023 15:34:09 In copia jc@iccrom.org Manager, Partnership & Communications **ICCROM** Livello di protezione: E-mail, Autenticazione account Record elettronico e divulgazione della firma: Non disponibile tramite DocuSign Inviato: 27/04/2023 15:34:10 Joseph King In copia jk@iccrom.org Senior Director **ICCROM** Livello di protezione: E-mail, Autenticazione account (nessuna) Record elettronico e divulgazione della firma: Non disponibile tramite DocuSign Cristina Parrini Inviato: 27/04/2023 15:34:12 In copia cp@iccrom.org **ICCROM** Livello di protezione: E-mail, Autenticazione account

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Executive Assistant		
ICCROM		
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Master Data	In copia	Inviato: 27/04/2023 15:34:14
masterdata@iccrom.org	Пооріа	
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Administration	In copia	Inviato: 27/04/2023 15:34:15
administration@iccrom.org	Пооріа	
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Alessandro Sidoti	In copia	Inviato: 27/04/2023 15:34:17
alessandro.sidoti@opificiodellepietredure.com		
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Firma come testimone gli eventi	Firma	Timestamp
Pubblico ufficiale - Eventi	Firma	Timestamp
Riepilogo busta - Eventi	Stato	Data e ora
Busta inviata	Con hash/Crittografato	24/04/2023 10:13:24
Consegna certificata	Controllo protezione eseguito	27/04/2023 15:20:41
Apposizione firma completata	Controllo protezione eseguito	27/04/2023 15:34:05
Completata	Controllo protezione eseguito	27/04/2023 15:34:17
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