

Memorandum of Cooperation

WHEREAS, the National Law School of India University (hereinafter "NLSIU"), a University established under the National Law School of India Act, 1986 (Karnataka Act No.22 of 1986) is located in Bengaluru, Karnataka, India and was the first National Law University established in India in 1986 and the premier law school was set up with a mission to pioneer legal education reforms, and to anchor the transformation of the Indian legal system through research and policy interventions;

AND WHEREAS, Public.Resource.Org, Inc. (hereinafter "Public Resource") is a registered U.S. nonprofit organization and is certified by the Internet Revenue Code as a public charity under section 501(c)(3) of the Internal Revenue Code and is located in Healdsburg, California, United States and Public Resource has as a primary goal advancing access to knowledge with a focus on edicts of government and other materials vital to the functioning of our democracies;

AND WHEREAS, the NLSIU Sri Narayan Rao Melgiri Memorial National Law Library has over 50,000 books and 20,000 journals covering a wide range of general and special subjects, comprising of textbooks, reference books, and back volumes of journals and reports;


AND WHEREAS, Public Resource has extensive experience digitizing such materials, including a formal operating agreement with organizations such as the Indian Academy of Sciences, as well as scanners installed and operating in the World Konkani Centre in Mangaluru and the Roja Muthiah Research Library in Chennai;

AND WHEREAS, both parties share a mutual goal of digitization and broader use of the materials in the Sri Narayan Rao Melgiri Memorial National Law Library using mechanisms and practices as specified below, NLSIU and Public Resource do hereby enter the following memorandum of cooperation:

1. This is a memorandum of cooperation, not a contract for services. No funds will be exchanged, and the agreement may be terminated at any time by either party.
2. Public Resource will install and operate scanners at or near the library. Public Resource will hire, train, and manage the operators of these scanners. Public Resource can immediately deploy 2 scanners, and our goal would be to expand this service to 8 scanning stations.
3. NLSUI will provide a suitable room for this operation, including electrical power and Internet connectivity.
4. Books and other materials to be digitized consist of two kinds: materials for which copyright permission has to be obtained and materials for which copyright permission do not have to be obtained to issue further copies of the work.

5. All materials for which copyright permission do not have to be obtained shall be digitized and made accessible on the Internet Archive, a non-profit library on the Internet. The materials will be easily downloadable and viewable by all. In addition, NLSIU will be furnished with a disk drive(s) with copies of these materials for internal use as it so decides.
6. Materials for which copyright permission have to be obtained will be digitized and made accessible only to the visually impaired using an internationally recognized extension to copyright law known as the Marrakesh Treaty as subsequently ratified and incorporated into the fair use and dealing provisions of copyright laws of both the United States and India. The Internet Archive uses the internationally recognized technical measures of certification of visually impaired users and encryption of the files.
7. All materials will also be furnished to the NLSIU in an unencrypted format for use in purposes as NLSIU shall decide, including preservation of the digital copies, to be used for internal purposes including under the teaching and research exceptions to the Copyright Act, and other recognized mechanisms, such as Interlibrary Loan with other libraries in India.
8. Other uses of these materials that are in copyright, such as Controlled Digital Lending, are also possible. NLSIU will have the full use of the materials and may adopt such mechanisms at its discretion. Public Resource will seek the advice and consent of NLSIU before permitting such uses for copies on the Internet Archive.
9. It is understood that physical copies of books and materials are the property of NLSIU. Likewise, the scanners remain the property of Public Resource.
10. Each party is liable for its own acts and omissions under this memorandum of cooperation, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.
11. This memorandum of cooperation may be amended by mutual consent in writing, signed by authorized representatives of the parties.
12. No confidential information shall be disclosed pursuant to this memorandum of cooperation.
13. Any disagreements as to this memorandum of cooperation are subject to the laws of India and Karnataka and the rules and regulations by which NLSIU is governed.

Agreed and Accepted on February 10, 2022.


Dr. Sudhir Krishnaswamy
Vice-Chancellor
National Law School of India University



DocuSigned by:
Carl Malamud
F4821C69711D44D

Carl Malamud
President
Public.Resource.Org, Inc.

