

Agreement for the Irnerius Project Service
(for a temporary service providing access to a digital-image database)

BETWEEN

CIRSFID, Interdepartmental Research Centre of History, Philosophy, and Sociology of Law and Computer Science and Law, a centre of the University of Bologna, with registered office on Via Galliera no. 3, post code 40121, Bologna, Italy, legally represented by its Director pro tempore, e-mail: irnerio@cirsfid.unibo.it (hereinafter referred to as the “Provider” or as “CIRSFID”),

AND

Prof. _____ (name) _____
(surname) _____ (name) _____
born in _____ on _____ / _____ / _____
and residing in _____ (city _____)
(post code) _____ (province _____)
(country _____), on (street, boulevard, square,...)
_____ no. _____
Fiscal code _____
E-mail: _____
(hereinafter referred to as the “Client” or as the “User”).

PREMISES

(a) CIRSFID, as part of its institutional activity, has digitized and classified the images representing the wide and fragile corpus of theologico-philosophical and juridical codices of the Collegio di Spagna in Bologna, so as to make it possible to access and consult these codices in the present and preserve them for future use;

(b) the project, named for Irnerius, the *primus illuminator* of Bolognan juridical science, was made possible by the Real Collegio di Spagna, which made the codices available for the purpose of ensuring their future use; by the Fondazione Cassa di Risparmio in Bologna and MIUR (formerly MURST), which co funded the project; and by the publishing house CLUEB, which digitized the images on behalf of CIRSFID;

(c) CIRSFID intends to make available to the scholarly community, and the wider community of readers beyond that, the cultural, historical, juridical, and artistic wealth which the images represent;

(d) it was chosen to pursue these objectives by recourse to computer and Internet technologies, tools, and activities, among which the following: (i) a structured database made by CIRSFID which stores the images obtained and digitized by CIRSFID, as well as information about these images, and which can be queried by different criteria; (ii) an application making it possible to query the database online as well as browse, select, and view the images and the historical and technical information relative to them; (iii) a system for authenticating user credentials and authorizing access to the database; (iv) back-office processes for managing the conclusion and performance of the contracts, as well as for monitoring individual processes and the system itself; (v) *front-office* processes for managing the conclusion and performance of the contracts, providing a help-desk service, well as for monitoring individual processes and the system itself;

(e) the technologies, tools, and activities described under the foregoing point (d) entail an expense that CIRSFID must of necessity take into account in order to make the service available—now and in the future—to the scholarly community and the wider community of readers;

(f) these expenses take into account as well further costs required to manage and maintain the system and the applications that run on it, including the user interface for the database; and are borne in part by CIRSFID, which does not enter into the agreement for profit, and in part they are covered by the users of the service, who enter the agreement by the subscription whose fees are specified in this agreement;

(g) CIRSFID intends to improve the service described in this agreement or to provide further services;

NOW, THEREFORE, IN CONSIDERATION OF THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE PARTIES HEREBY AGREE AS FOLLOWS:

Art. 1: Validity of the Premises.

The foregoing premises carry only descriptive force and are meant to make known and clarify the background and context in which this service is provided, as well as to make known and clarify the institutional ends pursued by CIRSFID.

Art. 2: Object of the Agreement.

1. The object of this agreement is an online service called Progetto Irnerio (Irnerius Project), a service through which the User is enabled to access and view—for one year starting from activation—a series of images digitized for high resolution (about 3,000 by 4,000 pixels each) which the User may select from the collection of images found in a catalogue available on a dedicated Web site set up by CIRSFID, a catalogue using which the User may retrieve and view in low-resolution preview mode the digital images representing, one by one, the pages making up the works made available by the Real Collegio di Spagna, and described in further detail at paragraph 2 of this article. The service is offered at a price—as specified under Article 5 of this agreement—designed to cover the expenses necessary to provide the service itself and to maintain the system.

2. The works that can be viewed in digital format through the Irnerius Project service consist of the theologico-philosophical and juridical codices made available by the Real Collegio di Spagna in Bologna, digitized by CIRSFID (in order to enable access to them in the present and to ensure their future use), now published online at the URL www.cirsfid.unibo.it/irnerio, and viewable through a database created by CIRSFID, a database that can be queried according to different criteria so that users may find the images and the information relative to them.

3. In providing the Irnerius Project service, CIRSFID makes available an online system which includes (a) a database that catalogues and gives access to the images, as previously described, along with any information as may relate to them, and (b) software tools for managing the contractual relationship, and which make it so that the user selects and views the images within the limitations established by the viewing rights the user acquires under this agreement.

Art. 3: Conclusion of This Agreement.

1. This agreement shall be concluded, by the express will of the parties, when the User, having sent to CIRSFID the agreement offer (two copies of it, with all the annexes integral to it), receives written acceptance on the part of CIRSFID.

2. The agreement offer specified under the previous paragraph 1 shall consist in the User mailing to CIRSFID, to its registered offices—Via Galliera no. 3, post code 40121, Bologna, Italy—the following materials, which the Parties shall consider as making up jointly the single offer, acceptance of which determines the full agreement between them: (a) two copies of this document

(each fully completed, and bearing the User's signature on each page), containing the agreement offer, and retrievable from the Web site dedicated to the project or sent, upon the User's request, to the e-mail address the User previously indicated to CIRSFID in the registration form available on the Web site; (b) a payment receipt issued by a banking institution and certifying that a subscription payment was made by wire transfer to the following account IBAN: IT 76 A 02008 02450 000003183324, UNICREDIT BANCA, Agenzia Bo Via Indipendenza, Via Indipendenza n. 11, 40121 Bologna, SWIFT code NICRITBNU; (c) a copy of a valid identification document (ID card or passport).

3. The parties agree that this document, drawn up by CIRSFID and made available to the User on the Innerius Project Web site, or else sent by CIRSFID to the User upon request through the registration form, does not in any way carry the force of an agreement offer on the part of CIRSFID; rather, it is an invitation made to the User to send to CIRSFID, in the most expedient way possible, an offer to enter into an agreement. Hence, this document shall not carry the force of an agreement offer until the User has properly completed, signed, and sent it to CIRSFID.

4. This agreement shall be accepted and concluded (in the sense introduced in the foregoing paragraph 1) only when the User (a) has sent to CIRSFID two signed and fully completed copies of this document and (b) has received one of these two copies back from CIRSFID, a copy signed by the director and pro tempore legal representative of CIRSFID, thereby indicating that CIRSFID has accepted the User's agreement offer.

5. CIRSFID, then, shall have the option to decide whether or not to accept the agreement offer made to it by the User and, accordingly, whether or not to provide the service in pursuit of the institutional aims sought.

6. Regardless of this fact, the agreement shall be deemed concluded and valid only when both parties have signed it.

Art. 4: Enforceability and Duration of This Agreement.

1. This agreement for provision of the Innerius Project online service last for a one-year term, at the end of which it renews automatically unless specified otherwise by the User.

2. The one-year term referred to under the foregoing paragraph 1 shall begin when the User—upon receiving from CIRSFID the authentication and login instructions for gaining access to the service—makes its first login.

3. The User must log in within three months of concluding this agreement, using the authentication instructions provided by CIRSFID in the manner specified herein under Article 9.

4. The one-year term of this agreement (the term indicated under the foregoing paragraph 1) shall begin no later than at the end of the three-month login period indicated at the previous paragraph 3, even if the User fails to make its first login within these three months.

Art. 5: The Price Requested to Cover the Expenses.

1. The costs of setting up, providing, and maintaining the Innerius Project online service are covered in part by CIRSFID and in part by the User. Thus, the User can access the service only at a price, which shall be paid by wire transfer to CIRSFID in the manner herein specified paragraph 2 of Article 3, meaning that the User must provide proof of payment along with the agreement offer it sends to CIRSFID.

2. The total price charged for the service provided under this agreement depends on the amount of images the service gives access to, and is specified as follows:

(a) 60.00 euros (including sales taxes) for access to 10 high-resolution images viewable within a one-year term as herein specified under Article 4.

(b) 200.00 euros (including sales taxes) for access to 50 high-resolution images viewable within a one-year term as herein specified under Article 4.

(c) 350.00 euros (including sales taxes) for access to 150 high-resolution images viewable within a one-year term as herein specified under Article 4.

3. At any time during the term of this agreement, the User may view further images by making a specific request for them and paying—for these supplemental viewing rights—a price specified as follows:

(a) 40.00 euros (including sales taxes) for access to 10 high-resolution images viewable within a one-year term as herein specified under Article 4.

(b) 150.00 euros (including sales taxes) for access to 50 high-resolution images viewable within a one-year term as herein specified under Article 4.

(c) 200.00 euros (including sales taxes) for access to 100 high-resolution images viewable within a one-year term as herein specified under Article 4.

4. Payment for the supplemental viewing rights (as specified under the previous paragraph 3) must be made by wire transfer to CIRSFID, at the bank account specified herein under Article 3, paragraph 2, letter (b), in the manner specified at paragraphs 5 and 6 of this article.

5. The User must provide proof of payment to CIRSFID in order to be able to view the images accessible through the supplemental viewing rights specified under the previous paragraph 3.

6. The supplemental viewing rights shall be enabled no sooner than seven business days (as specified under Article 10 of this agreement) from the time that CIRSFID receives the proof of payment indicated at the previous paragraph 5.

Art. 6: Provider's Intellectual-Property Rights.

1. CIRSFID retains exclusive rights over the low- and high-resolution digital images of the codices referred to under Article 2, paragraph 2, of this agreement as well as over the images available on the Web site hosting the Irnerius Project online service accessible at the address www.cirsfid.unibo.it or www.cirfid.unibo.it.

2. CIRSFID retains exclusive rights (including database maker's *sui generis* rights) over the database serving the Irnerius Project service, a service available at the Internet addresses specified under the foregoing paragraph 1 of Article .

3. CIRSFID retains exclusive rights over the software tools for managing the Irnerius Project online service. Should any third-party rights exist over the single parts, modules, libraries, or applications of the software, CIRSFID will still retain the right to use that software for delivery of the service.

Art. 7: User's Rights.

1. The agreement entitles the user to access the Provider's database for a one-year term (as herein specified under Article 4) using the software tools (applications, applets, and interface) available on the Irnerius Project Web site (www.cirsfid.unibo.it, www.cirfid.unibo.it). Access to the database entitles the User only to search, browse, and view the high-resolution images the User may view under the terms of this agreement, as well as to make copies of them on the User client.

2. The User's copying rights (as indicated at the previous paragraph 1) are regulated under Article 2, paragraph 2, of this agreement, and consist in the right to make temporary copies stored on the User's RAM memory.

3. The User is also entitled, throughout the duration of this agreement, to use the proprietary applications and applets available on the Irnerius Project Web site and necessary to view the images specified in Article 2, paragraph 2, of this agreement, as well as to download software upgrades (either manually or automatically) and to install and use them on a client computer. The foregoing software (applications, applets, and upgrades) is owned exclusively by CIRSFID and may not be transferred or granted to third parties for any reason. The User may follow the instructions provided on the Web service site www.cirsfid.unibo.it/irnerio to configure the operating system and computer in use and enable it to run the software in question. These instructions exempt CIRSFID

from any responsibility should the User be unable to properly configure the operating system and computer in use.

4. The rights of the User specified in paragraphs 1, 2 and 3 of this Article are conferred only for personal, nonprofit, educational or research use.

5. All property rights are exclusively reserved by CIRSFID; therefore every other right not specified in paragraph 1, 2, 3 and 4 of this Article will not apply to the User, except as otherwise agreed to in writing by the Parties. In particular, the User is forbidden, without express consent of CIRSFID, to copy or reproduce in any way—on paper or electronically—the images indicated under Art. 1 of this Agreement.

Art. 8: Access to the High-Resolution Images.

1. Access to the high-resolution images is based on credit points, which the User receives from CIRSFID at startup and can check in the Members' Area section of the Web service site.

2. Each high-resolution image may be accessed using up a single credit point, or several such images using up several such points.

3. The credit points acquired at startup—or any supplemental points subsequently acquired under the terms herein set forth at paragraphs 3 through 6 of Article 5—can be used (within the one-year term described under Article 4 of this agreement) to access any of the high-resolution images browsable in low-resolution preview mode.

Art. 9: Authentication.

1. The User authentication described under the foregoing Article 4 as necessary for gaining access to the Innerius Project service consists of a Username and Password.

2. The User shall receive authentication at the e-mail address specified in the registration form herein described under Article 3, paragraph 2, letter (a): this is the e-mail address the User specifies in completing this service Agreement.

3. The User authentication (paragraph 1 of this Article 9) shall be communicated within thirty days of concluding the agreement, on the condition that the User (in the manner herein specified under Article 5) has provided proof of payment for the viewing rights the subscription gives access to (as well as any supplemental viewing rights as may have been paid for with the conclusion of the agreement).

4. The parties agree that—in derogation of Article 54, paragraph 1, of Legislative Decree No. 206/2005—no User authentication shall be communicated, and hence no service shall be enabled, if CIRSFID receives no proof of payment from the User.

5. The User is required (by e-mail or other means) to immediately acknowledge receipt of the authentication instructions, as well as to store these instructions and not pass them to any third party. Should any third party—for whatever reason, including theft—gain access to the authentication instructions, the User shall immediately notify CIRSFID and request a replacement set of instructions.

6. CIRSFID retains the right to suspend, revoke, and/or replace the User authentication at any time for security reasons, notifying the User of the new authentication should if no suspension or revocation has occurred.

7. The user may access the Innerius Project service from only a single fixed IP address, namely, the address the user specified in the subscription form. Users wishing to access the service from a different IP address shall have to communicate the new address to CIRSFID at imerio@cirsfid.unibo.it. Once CIRSFID receives and approves the new address, the user will no longer be able to access the service through the old address.

Art. 10: Right of Withdrawal and Its Exercise.

1. The User who qualifies as a consumer under Legislative Decree no. 206/2005 and subsequent modifications and integrations (“any natural person who is acting for purposes which are outside his trade, business or profession”) are entitled to withdraw: this right must be exercised within ten days of concluding this agreement, sending by certified mail a notice informing CIRSIFID of the intention to withdraw, or else by faxing the notice (or sending it by telex) along with a second notice sent for confirmation and dated no later than 48 hours after the fax or telex.
- 2., and should use password and username to access the Innerius Project service before the ten-day term allowed for withdrawal, he or she will no longer be able to exercise a right of withdrawal. Indeed—under Art. 66 of the aforementioned Legislative Decree no. 206/2005—using an authentication to access the service amounts to an early request for the service.
3. The Provider’s identity and address are indicated at the beginning of this document.
4. This document also contains information describing the main characteristics of the service, the method by which the service will be provided and the agreement performed, the price charged for the service and for using the means of distance communication (where this price is calculated other than at the basic rate indicated in Article 5, paragraph 2, of this agreement), the method of payment, and the duration of the agreement.

Art. 11: Business Days.

1. A business day is any weekday that does not coincide with a national holiday and falls outside the two calendar periods running from August 1 to 31 and from December 20 to January 10.
2. The following two service periods are calculated counting business days only, as defined in the previous paragraph 1: (a) the seven-day wait period (defined under Article 5, paragraph 6, of this agreement) necessary for the supplemental viewing rights to be enabled, and (b) the thirty-day authentication period defined under Article 9, paragraph 3, of this agreement.

Art. 12: Applicable Language.

1. The parties—unless they establish otherwise in writing—agree that their relationship under this agreement shall be regulated either in Italian or in English.

Art. 13: Controlling law.

1. This Agreement and any relationship arising out of or pertaining to it, or pertaining to its performance, termination, rescission, or renunciation, shall be governed and construed in accordance with Italian substantive and procedural law

Art. 14: Settlement of Disputes.

1. Any dispute that should emerge between the Parties in connection with this agreement, including any disputes over its existence, validity, interpretation, or efficacy, or any disputes involving its termination, rescission, or recession, or any damages claimed on any grounds whatsoever, even beyond the scope of this agreement, shall be settled by arbitration before a three-member panel.
2. In that case, the Parties shall each appoint one arbitrator, and the two arbitrators so appointed shall then appoint a third arbitrator to act as president of the three-member panel. Should the two arbitrators fail to reach an agreement on the third member, the more diligent Party shall turn to the Law Court of Bologna and request its president to appoint this third member from among the associate or full professors teaching law in Italy.
3. The three-member panel so composed shall then settle the dispute according to law, and shall have its seat in Bologna.

Art. 15 – Legal Notice Communicated in accordance with Articles No. 13 and 23 of Italian Legislative Decree No. 196/2003 on personal data protection.

1. CIRSFID will be processing the User's personal data throughout its relationship with the User, a relationship which shall begin with the User's agreement offer and end when the Agreement is no longer valid, and shall encompass all the activities necessary to perform the Agreement, including all the technical activities necessary to provide the service and manage payments. This processing of personal data shall happen in compliance with the law and will also serve to meet the administrative, bookkeeping, and fiscal obligations incurred under the Agreement. The User's personal data will be used exclusively for the purposes specified above, and therefore cannot be used to do market research, or to send commercial notices of any kind, or to do direct sales.

2. With reference to the methods of data processing, the personal data of the User will be processed automatically and/or manually, by authorized personnel, with means and methods that will guarantee maximum security and confidentiality, either on paper support, either by electronic and computer systems, in accordance with the law in force, using hardware and software tools exclusively owned by CIRSFID. User's personal data may be collected, catalogued, registered, preserved, consulted, elaborated, modified, selected, extracted, compared, used, interconnected, blocked, communicated, erased or destroyed, even if not registered in a databank.

Specifically, the Innerius Project online service requires certain applications and applets which interact with the browser and will automatically download and be permanently installed, and which may even have to be updated. These procedures are necessary to provide the service requests through the Agreement, and specifically to view the high-resolution images herein referred to in paragraph 2 of Article 2, and for which an end-user license is issued in the manner herein specified in paragraph 3 or article 7.

3. The entity entitled to process the User's personal data is University of Bologna, located on via Zamboni no. 33, 40126 Bologna (BO); tel. +39.051.277.211; fax +39.051.260.782; e-mail, cirsfid@cirsfid.unibo.it; updated information can be found at www.cirsfid.unibo.it.

4. The person responsible for processing the User's personal data is the Director of CIRSFID. All the being entrusted with maintaining the service can be reached at CIRSFID, as well as at their contact numbers as specified in paragraph 3 of this article. Full and updated contact information—enabling the User to exercise the rights specified under Article 7 of Legislative Decree No. 196/03—can be retrieved as well from the Innerius Project service site, and the relative Notice on Privacy can be linked to from the Web site www.cirsfid.unibo.it/irnerio.

5. The Parties' relationship under this Agreement requires that the User disclose personal data to CIRSFID, including the data herein requested in Article 17 and the information required in presenting CIRSFID with an agreement offer. The Agreement cannot be concluded or performed without the User making such information available. The User is under no obligation to disclose personal data, but failure to disclose it will make it impossible for CIRSFID to perform the Agreement either in part or in full.

6. The User's processed data will not be disclosed for any purpose outside the scope of this Agreement. The data will be available to CIRSFID or to the persons at CIRSFID in charge of processing it, and may be disclosed to third parties, too, but for the sole purpose of providing the service. These third parties may include the administrative offices of the University of Bologna (also known as Alma Mater Studiorum) and the banking institutions the User has turned to for payment of the service. These offices and institutions and their personnel may process the User's data for the sole purpose of doing bookkeeping and payment operations.

7. User can claim the rights specified in Art. 7 of D.Lgs. 196/2003, applying to the Titular (or to the Responsible subject, if mentioned) of the data processing. Moreover, the interested person can obtain from the data processing Titular: information about the data source, as well as the processing logic and purposes; the acknowledgment of the existence or non-existence of data pertaining to him, even if not yet registered, and the request that the data be made available to him in an intelligible

form; the indication of the names of the Titular, of the person in charge of the processing of personal data, and of the people who can have access to User's personal data, during the processing; the cancellation, the transformation in anonymous form or the amount of data being processed in violation of the law, as well as the data updating, correction or implementation. User can also object to illegitimate treatment or to a use not pertinent to the storage, and ask the erasing. For legitimate reasons, the interested person can also object to the processing of his own data, especially in those cases where data is conveyed for business reasons or advertising material dispatch, direct sales or marketing research. In any case the personal data will go on in an allowed way, legitimate and correct, observing the security and confidential rules.

Art. 16: Limitation of Liability.

1. Under no circumstances shall CIRSIFID be liable to another Party for any damage, direct or indirect, consequent upon this Agreement, except under the cases provided for under the law.
2. The above-mentioned limitation of liability includes any consequences following from the regular functioning and compatibility of the User's computer relative to the service to the electronic tools, applications and applets provided by CIRSIFID for the User.

Art. 17: Elected Domicile.

1. The Contracting Parties declare that, for the purposes of this Agreement, the geographic address they specify corresponds to the address specified in this Agreement.
2. The User declares further, for all intents and purposes under the law, that e-mail address indicated in this Agreement will serve for all electronic communication with CIRSIFID, so that any message sent by CIRSIFID to User using that e-mail address will count as read by virtue of that fact.
3. The User, therefore, expressly authorizes CIRSIFID e-mail User at this address.

Art. 18: Final Provision.

1. Contracting Parties agree that, for that which is not established in the present Agreement, there shall apply the norms of the Italian Civil Code and/or of the Italian Special Legislation.
2. Contracting Parties also establish that this Agreement replaces and revokes any previous agreement that may have been made.
3. Any changes or integrations to this contract must be made in writing, on pain of nullity.

(place) _____, (date) ____ / ____ / _____

The User (as specified above)

The User declares that he or she expressly approves, pursuant to Articles 1341 and 1342 of the Italian Civil Code, where applicable, the terms and conditions herein set forth in Article 4 (Enforceability and Duration of This Agreement); Article 5 (The Price Requested to Cover the Expenses), with specific reference to paragraph 6; Article 7 (User's Rights), with specific reference to paragraph 3; Article 9 (Authentication), with specific reference to paragraphs 4 and 6; Article 11 (Business Days); Article 13 (Jurisdiction Clause); and Article 16 (Limitation of Liability).

(place) _____, (date) ____ / ____ / _____

The User (as specified above)

(place) _____, (date) ____ / ____ / ____

CIRSFID - INTERDEPARTMENTAL RESEARCH CENTRE OF HISTORY, PHILOSOPHY, AND SOCIOLOGY OF
LAW AND COMPUTER SCIENCE AND LAW

By its Director:
