



April 25th, 2013, Iyar 15th, 5773

The Heritage Archives Network of Israel Project

Response to Questions and Clarifications

The National Library of Israel is publishing a response to the questions and requests for clarifications received by qualified parties in connection with the Invitation to Tender for Archive Management System.

It should be clarified that the responses to requests for clarification and published updates will constitute an integral part of bidder's submitted proposal and will be binding in every matter.

The bidder will submit this document as part of his tender proposal. The document will be signed by the bidder on each page in the allocated signature space.

The following clarifications should be considered an integral and binding part of the RFP documents and of any proposal delivered to NLI.

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Question 1. Regarding Section 2.1, "Terminology", Term: "Integrator", it is stated: "The integrator may be the Contractor or a third-party", Section 2.2, "Qualifications" point 4 and Section 3.4, "Implementation Requirements":
Would it be acceptable when a non-local Bidder will take the lead in the implementation with a local partner? Considering that the local partner will be closely involved in the implementation and will be responsible for local support and the role of the local partner will increase in the course of the project.

Response:

This is acceptable.

Question 2. Regarding Section 2.6.2 "Score Formula": Please clarify how points are assigned for both quality and pricing?

Response:

Levels two and three describe the makeup of the quality and pricing components. Points will be assigned via a weighted scoring system that scores each technical requirement based on: the level of fulfillment and the amount of development (if any) necessary to fulfill the requirement and the pre-defined importance of each requirement.

For example: $[score = (Importance \times fulfillment \times development)]$.

The pricing components are based on the level of fulfillment of the pricing parameters listed in the RFP document. The lower the total price proposal after factoring the relative weights of each component, the higher the score that will be given.



Question 3. Regarding Section 3.3, "Technical Requirements", point 13:

- a. Please provide technical details or documentation on Rosetta's API's.

Response:

Further technical clarification of the connection with ExLibris Rosetta is as follows:

Rosetta's API is minor, please refer to the high level interface scheme attached. The AMS will generate an XML METS file (according to a specific scheme that will be provided to the contractor at the start of the implementation phase), that will be deposited in a predefined shared folder repository along with the related digital files. The procedure for ID exchange between the AMS and Rosetta will require development by the contractor and may require access to a specific API that will be provided at the start of the implementation phase (see diagram in appendix 1).

- b. Point 13 sub 1: Regarding support for OAI-PMH, should the AMS allow harvesting or should it harvest. In other words, is an OAI-PMH server required or an OAI-PMH client?

Response:

The AMS should allow bi-directional harvesting.

- c. Point 13 sub 2e: Please define the "And more".

Response:

Following clarification, the "and more" point may be disregarded.

Question 4. Regarding Technical Requirements, 3.3, point 16. The requirement seems quite generic. Please specify in more detail what is expected.

Response:

Regarding Technical Requirements, Section 3.3, item 16, "Web 2.0 support". The proposed system will support the ability to integrate 3rd party social media, bookmarking, and collaboration tools such as posting, marking, or sharing material from the project Portal, on the object, collection, or Archive level. The solution will support existing platforms and tools such as e-mail, Facebook, Twitter, Delicious, Digg, MySpace, etc... and will support the ability to incorporate future platforms as well.



Question 5. Regarding Technical Requirements, 3.3, point 17. The requirement seems quite generic. Please specify in more detail what is expected.

Response:

Regarding Technical Requirements, Section 3.3, item 17, "Web 3.0 support". The proposed system will support the ability to integrate 3rd party tools for semantic tagging on the metadata in the system. Tools include such applications as AquaBrowser, or proprietary tools that will access the metadata in the system and use keywords to build and enrich word dictionaries and thesauri external to any such tools in the proposed solution.

Question 6. Regarding Technical Requirements, 3.3, point 42: Please confirm that with "all user activity" is meant all creation and modification as implied by the listed audit trail data to be recorded.

Response:

Regarding Technical Requirements, Section 3.3, item 42, "User Tracking". We confirm that "all user activity" means all creation, deletion, and modification as implied by the listed audit trail data to be recorded.

Question 7. Regarding Price Proposal, 3.6, point 133: Is it possible to get a copy of the data files that need to be migrated for the three archives in phase 1? If so, please provide.

Response:

Regarding Section 3.6, "Price Proposal", item 42, "Sample Implementation". Unfortunately the Project cannot supply the catalogs at this time. However, the catalogs will be in either Excel or XML format and will contain the necessary descriptive metadata including the hierarchical structure of the data. The individual records will generally be on the file level but may reach in a few instances the document level.



Question 8. We request to postpone the last date for submission of the RFP response, due to the recent holiday period in Israel.

Response:

The timetable of the tender process has been revised as follows:

EVENT	ANTICIPATED DATE (dd/mm/yyyy)
RFP Published	24/3/2013
Last date for submission of questions	18/4/2013
Response to questions and clarifications	25/4/2013
Last date for submission of second round of questions and clarifications	29/4/2013
Response to second round of questions and clarifications	01/5/2013
Last date for submission of RFP response	09/5/2013
BAFO (Best and Final Offer)	09/6/2013
Vendor Selection	16/6/2013
Project Start	30/6/2013
Implementation Phase (Phase I) Complete	31/12/2013

Question 9. Concerning the cloud model –is the intention of the project a public cloud or a private cloud? Would part of the data be replicated to a public cloud?

Response:

The Project is intending use of a private cloud, that would be operated from the NLI data center. It is possible that for various purposes limited data will be replicated to a public cloud.

Question 10. As far as concerning past experience with historical archive organizations, do you mean historical archives from various sectors or a client from the museum/library sector? For example, can a university or insurance company be accounted as an historical archive client?

Response:

The intention is for all archival institutions, whether belonging to a commercial enterprise, cultural institution or private individual. See Section 2.1, "Terminology" in the RFP document for the definition of "Archive".



Question 11. Please elaborate the intention in Section 3.6, "Price Proposal" item 127 – is the intention hardware infrastructure or database infrastructure?

Response:

Regarding Section 3.6, "Pricing Proposal", item 127, "Cost of Software Platform". The bidder is requested to state any additional cost of the software platform with relation to the database or software infrastructure if such is part of the bidder's pricing model. This item may be left blank.

Question 12. Would it be possible to present two sets of results in the search results page? One list for all archives managed in the AMS (or exporting data to it) and alongside a list of results from external archives (such as Yad Vashem and Israel State Archives)?

Response:

Search results will be displayed in a coherent, user-friendly fashion that suits the objectives of the portal and the end-user. The exact manner of displaying the search results remains to be decided during the design phase of the portal .

Question 13. Please elaborate to which archives the system is intended to? In terms of size, type etc.

Response:

All archives that contain heritage material, including large and small archives, with various forms of material including print and handwritten documents, photographs, audio and video, maps, etc....



Question 14. Please elaborate how the procedure of adding future archives (both computerized and non-computerized) would be executed? Is the procedure expected to include data conversions?

Response:

The Project management team at the NLI will add a new archive instance to the system for each archive that wishes to participate. The archive instance will include a staff Administrator user for the added archive. For archives that will be using the AMS, the new administrator will be able to add additional archive staff and begin using the system. Archives that will be importing their data into the system will then be able to map their catalogues into the system via the mapping utility and upload their data into the system.

For archives with existing catalogues who will import their data into the system, the process is expected to include data transformation from the source data format of the archive to the AMS. The source data is expected to be in a wide range of formats including XML, Excel, CSV, EAD, Microsoft Access, and in numerous Legacy formats and systems. This data will be converted and imported into the AMS. It is understood that additional measures may be required to transform data held in legacy systems into currently supported data formats.

Question 15. How many archives are expected to be added in the next phases, years 2-4?

Response:

The project will offer all heritage archives in Israel to participate in the project. Participation in the project does not mandate use of the AMS as the participant's archive management system.

Question 16. Is there a form (or appendix) to submit with a proposal for the project pricing?

Response:

The bidder may include all details of their price proposal in the attached response form, or may alternatively include a separate price proposal document.



Question 17. Is there a form (or appendix) to fill in the number of working days for development and customizations?

Response:

The bidder is requested to include this information in the description section next to each requirement. For purposes of clarity the bidder may additionally include this information in a separate document.

Question 18. We ask to add that contract termination will be under reasonable cause. (Clause 2.4)

Response:

Clause 2.4 will be revised as follows:

"Notwithstanding the other provisions of this Section 3, the NLI may terminate this Agreement at any time with thirty (30) days' prior written notice to the Vendor at its sole discretion and without to obligation to provide any cause for such termination. In such an event, the NLI will make all payment under the Payment Schedule for work provided by the Vendor and approved by the NLI. The Vendor hereby declares that it shall not have the right to any financial or other claim against the NLI in relation to such termination of this Agreement. "

Question 19. We ask to remove : " NLI determines in its sole discretion" and change it to: NLI determines in its reasonable professional discretion based on the acceptance tests criteria (Clause 3.5+ 3.7)

Response:

Clauses 3.5 and 3.7 will remain unchanged.

Question 20. Please remove: "Or indirect" and add: "Notwithstanding the above, it is expressly agreed that the Vendor's total liability under this Agreement shall not exceed the payment actually made by NLI to the Vendor in the 12 month period prior to the event that gave cause to the damage, except for bodily injury and other injuries which may not be limited under the law (paragraph 11.1).

Response:

Paragraph 11.1 will remain unchanged.



Question 21. We ask to remove the whole paragraph (paragraph 11.3).

Response:

Paragraph 11.3 will remain unchanged.

Question 22. Where will the system be physically installed?

Response:

The system will be physically installed in a hosted environment at the National Library of Israel, or at an alternative site that will be specified.

Question 23. Is it possible to use a 3rd party authentication service like Facebook or Google for the UGC?

Response:

The authentication service should be 1st party built-into the AMS. An additional 3rd party authentication service can be implemented as well.

Question 24. Is the digitizing and storing the digitized content of the archives included in the responsibility of the contractor? If so, what are the requirements for these capabilities?

Response:

Digitization and storage of digitized content is not included in the scope of the tender and is not the responsibility of the bidder.



Question 25. Are there any estimates for:

- a. The number of registered and concurrent internal and external users?

Response:

See Question #15 above.

Participation in the project does not mandate use of the AMS as the participant's archive management system.

At this stage the NLI does not have accurate estimates of the number of internal and external users of the solution.

- b. The average volume of each digitized item and the total expected volume?

Response:

Digitized material is not expected to be handled by the AMS other than linking to the digital source(s) from the records. The digitized images will be stored in the ExLibris Rosetta Digital Preservation System. Overall the system is expected to hold potentially many tens of millions of records from all of the participating archives. The Portal will display the associated digital images of the record in a media or image viewer.

- c. The percentage of items to be indexed for full-text-search?

Response:

All objects are expected to be available for full-text search, on all of the fields.



Question 26. Please elaborate concerning:

- a. An average size of a multimedia file (in the first three archives and in the continuation of the project)
- b. An average size of documents which are linked to items in the search, in the first three archives and in the continuation of the project.

Response:

- a. Multimedia files will range in size and will be available in access formats such as MP3 or MP4. The AMS will not need to import multimedia files. Multimedia files will be stored in the *Rosetta* system. The portal will display the multimedia files in a media viewer.
- b. Images of documents will be preserved in the *Rosetta* system in high quality preservation formats. An access (JPEG or equivalent) image will be available for the project portal.

Question 27. What is the estimation of annual growth? (in capacity)

Response:

The annual growth will grow based on the archives that choose to participate and the content that is chosen to participate in the project. It is not possible at this time to pinpoint the exact rate of annual growth however the project expects the growth to be in the scale of millions of records.

Question 28. Section 3.3.3.1 – section 24– please clarify.

("Track Collection Processing - Track unprocessed collections and progression of collections being processed")

Response:

The AMS will track collections that have been recorded on the collection level and their progress as they are recorded on the sub levels such as the folder or document level. The AMS will identify the progress of collections as they are processed and recorded in the archive institution.

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Question 29. Section 3.2 – section 3 ("NLI_IsraelArchiveNetwork_AMS_RFP.PDF"),
"Purchase and set-up of hardware" - whose responsibility is it to purchase the hardware.

Response:

The NLI will purchase the required hardware as per the recommended specifications determined by the contractor.

Question 30. Section 2.2 (8b) – Does an AMS system that is based on the use of Terminal Services (Thin Client), does not require local installation, runs at the host server and operates Over the Web, acceptable as a thin-client solution?

Response:

The requested solution is a web browser based thin client architecture that is not reliant on Terminal Services.

Question 31. (Clause 2.6.7) We would like to clarify that in case the NLI will receive only part of the proposal, the bidder will be able to reset the prices of the proposal. In any case the bidder will not be responsible for any product or service not provided by him .

Response:

Agreed.



Question 32. (Section 2.6.10, Clause 3) We will ask to clarify as follows:

- a. The client shall perform acceptance tests to the system (hereinafter: the "Acceptance Tests") after obtaining the contractor's approval that the system is ready for the performance of Acceptance Tests. The client shall perform Acceptance Tests on the date set forth herein for the period of time set forth there, in order to ensure that the system meets the acceptance criteria.

Response:

Section 2.6.10 in the RFP and Clause 3 in the agreement will remain unchanged.

- b. The system shall be deemed as having been accepted by the client on the earlier of: (1) the date on which the contractor shall prove to the client, by the successful completion of the Acceptance Tests or otherwise, that the system materially complies with the acceptance criteria; or (2) the date on which the client begins to use the system or any part thereof for any purpose whatsoever except for performing Acceptance Tests; or (3) on the tenth day after the contractor notice that the system is ready for Acceptance Tests, when the Acceptance Tests were deferred for reasons that depend on the client; or (4) on the tenth day after the commencement of the Acceptance Tests if the client did not approve until such time the Acceptance Tests or did not deliver to the contractor a list of all of the material incompatibilities of the systems with the acceptance criteria (hereinafter: the "Acceptance Date"). The Acceptance Date is the commencing date of the warranty period, as specified in this Proposal.

Response:

Section 2.6.10 in the RFP and Clause 3 in the agreement will remain unchanged.

- c. The issuance of an acceptance approval shall not be delayed as a result of a minor incompatibility with the requirements specified in the acceptance criteria. After the Acceptance Date, the contractor shall remedy such incompatibility in the system that was discovered during the Acceptance Tests.

Response:

Agreed. Clause 3.6 will be revised accordingly.



- d. In a transaction of supplying equipment or services only, the Acceptance Date shall be deemed to be the date of receiving the equipment in the client's storeroom or the date of providing the services to the client.

Response:

Clauses 2.6.10 and 3 will remain unchanged.

Question 33. (Section 3.5, Clause 5) We will ask to clarify as follows:

- a. The warranty, maintenance and support services do not include handling damage and/or breakdown that were caused due to: (a) using the products otherwise that pursuant to the manufacturer/ contractor use and/or operating instructions and/or the applicable documentation; (b) the performance of work or modifications in the system or products or any part thereof, including the system interface, by any other entity than the contractor's employees or subcontractors or any other entity on behalf of the client that was authorized to perform the work that was required by the contractor; (c) accident, neglect, damage due to fire or water, failure in power supply, bolt of lightning or high-voltage, interferences in the communication network; (d) installation in environmental conditions that are incompatible with the manufacturer's instructions.
- b. If the maintenance service includes receipt of versions and editions of software products, the client is required to install the versions/editions, in accordance with the manufacturer's policy in order to be entitled to receive the service.

Response:

Section 3.5 and Clause 5 will remain unchanged.

Question 34. (Clause 2.1) We would like to clarify that all products and services provided will only be subject to the provisions of the agreement and technical specifications

Response:

Clause 2.1 will remain unchanged.



Question 35. (Clause 2.2) We would like to limit the time extension periods of the agreement, otherwise it is an infinite contract the can not be priced .

Response:

Clause 2.2 will be revised as follows:

"... The Implementation Phase will be followed by a three (3) –year operations phase (the “Operations Phase”). Thereafter the Vendor will continue to provide maintenance to the AMS for a period of four (4) years. The NLI may, at its sole discretion, extend the Transaction Period for additional one-year periods (each, an “Extension” and collectively, the “Extensions”) up to a maximum of 10 years."

Question 36. (Clause 2.4) In light of the enormous efforts the bidder will invest in executing the agreement, it is proposed that the client may cancel the agreement but only due to fundamental breach by the bidder under the terms of this agreement.

Response:

Clause 2.4 will remain unchanged.

Question 37. (Clauses 3.2, 3.3, 6.7, 9.3) The term "NLI's satisfaction" is listed as a criterion to test bidder compliance with his obligations. Since this is a completely subjective criteria, which make it difficult for bidders, naturally, to prepare accordingly and to ensure compliance with this criterion, it is proposed to set up, that the term " NLI's satisfaction " here and everywhere else in this agreement shall mean: making bidder commitments in accordance with the terms of the contract and the RFP's documents .

Response:

Clauses 3.2, 3.3, 6.7, 9.3 will remain unchanged.

Question 38. (Clause 3.8) We would like to clarify that the client's right to cancel the agreement will apply only after three unsuccessful rounds of acceptance tests.

Response:

Agreed.



Question 39. (Clause 6.8.2) "The highest professional standard in Israel and abroad" is an overstressing standard, and unreasonable. Therefore the wording should be changed to "appropriate professional standard."

Response:

Agreed.

Question 40. (Clause 6.8.3)

- a. We would like to clarify that there may be changes that are not under the bidder's control such as employee resignation, illness, etc.

Response:

Agreed.

- b. We would also like to clarify that changes initiated by the client will be provided for reasonable grounds only by a written notice .

Response:

Clause 6.8.3 will remain unchanged.

Question 41. (Clause 7.1) We will to clarify as follows:

- a. All products shall be supplied in accordance with the manufacturer's standard license terms. The terms of the license shall be considered as an integral part of the Proposal. The manufacturer terms and/or manufacturer limitations and/or manufacturer liability shall override any term and/or limitation and/or liability on behalf of the contractor.
- b. All IP rights in the products shall be subject to manufacturer's standard license terms.

Response:

Clause 7.1 will remain unchanged.



Question 42. (Clause 7.3) Provider shall have no liability or responsibility for any claim or breach arising from: (1) the bidder's compliance with designs, specifications or instructions commissioning. (2) the use of bidder technical information or technology provided by the client. (3) Change in product / system by the customer or by a third party. (4) use of the product / system is prohibited under the technical specifications or on pages application or from the documentation, or (5) use of the product / system with products not supplied by the bidder, as if such use was not the product / system itself to infringe a third party.

Response:

Clause 7.3 will remain unchanged.

Question 43. (Clause 7.3)

- a. Bidder shall have no liability or responsibility for any claim or breach arising from: (1) the bidder's compliance with designs, specifications or instructions commissioning. (2) bidder using technical information or technology provided by the client. (3) Change in product / system made by the client or by a third party. (4) use of the product / system by the client or any third party when its prohibited under the technical specifications and documentation, or (5) use of the product / system with products not supplied by the bidder, when such use made the product / system infringes third party IP rights.
- b. In any case, indemnification under this section shall be subject to a final judgment of an authorized court of law, and provided that the bidder was given immediate notice of the claim and that the bidder was given full control over the defense and/or the settlement negotiations.

Response:

Clause 7.3 will remain unchanged.

Question 44. (Clause 7.5) We will ask to clarify that any IP rights transfer under this section shall be subject to the payment of the full consideration by the client under the terms of this agreement.

Response:

Clause 7.5 will remain unchanged.



Question 45. (Clause 8)

- a. We would like to clarify that the bidder's confidentiality obligations under this Agreement shall be valid for the duration of the agreement and for 3 years later only.
- b. We would like to clarify that the bidder may share confidential information with its subsidiaries and or related companies on a need to know basis only.
- c. We would like to clarify that the following kind of information shall not be considered as confidential:
 - (a) Information that was already known to bidder at the time bidder received the Information from client so long as bidder's initial receipt of that Information is evidenced by documents in bidder's possession;
 - (b) Information that was disclosed to bidder by a third party having the lawful right to disclose that Information;
 - (c) Information that had been available to the public at the time bidder received that Information, or subsequently lawfully became available to the public otherwise than by a breach of this Agreement;
 - (d) relates to general concepts of computer hardware or software technology which are generic, including without limitation professional know-how, methodologies and working methods and
 - (e) Information that bidder was required to disclose pursuant to judicial action or decree having jurisdiction over Recipient, or pursuant to any requirement of any governmental agency or authority having jurisdiction over bidder.

Response:

Agreed.



Question 46. (Clause 11)

- a. The liability imposed on the bidder in these sections is much wider than the standard liability in the IT market. Therefore, we would like to clarify that to the extent the contractor is held legally liable to the client and upon all claims or causes of action hereunder, in any case the contractor's liability is limited to direct damage only and to a general and accumulative cap that shall not exceed the total consideration that was received from the client. In any case, notwithstanding the provisions of any law and/or this agreement and/or any agreement between the parties, the contractor and/or anyone on its behalf shall not be liable for indirect, consequential, special or punitive damage that shall be caused to the client and/or any third party, including loss of income, prevented profit, loss of data, loss of computer time, software recovery, purchasing alternative products or services by the client (such as coverage cost), shut-down time costs. The aforesaid liability limitation shall apply to any claim of any type whatsoever, be its cause as it may, whether contractual, in torts or otherwise.
- b. It is herein clarified that in any case Indemnification under this agreement shall be subject to a final judgment of an authorized court of law, and provided that the bidder was given immediate notice of the claim and that the bidder was given full control over the defense and/or the settlement negotiations (indemnification in IP claims shall be also governed by the clarifications asked for section 7.3).

Response:

Clause 11 will remain unchanged.

Question 47. (Clause 12)

- a. We will ask to clarify that prior to exercise of any guarantee a prior written notification will be provided to the contractor with at least 30 days to remedy the breach and that the guarantee may only be exercised in the event the breach is not remedied within that time frame and only to cover damages and other amounts which may be due to the client under the agreement. It should also be added that the contractor shall be entitled to oppose the exercise of the guarantee after it is exercised and to prove that the exercise was unjustified.
- b. We will ask to delete Section 12.3 which is completely not unlikely and creates endless commitment for the bidder.

Response:

Clause 12 will remain unchanged.

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Question 48. (Clauses 13, 19.4) We will ask to clarify that the mechanism described in this Clause for the appointment of Professional Adjudicator will be an optional mechanism subject to the consent of both parties.

Response:

Clauses 13 and 19.4 will remain unchanged.

Question 49. (Clause 15) We would like to clarify that the bidder is allowed to hire subcontractors in the tender.

Response:

It is possible to hire a subcontractor subject to prior consent from the NLI and subject to Clause 15.1.

Clause 15 will remain unchanged.



Question 50. (Clause 17)

- a. We would like to clarify that the bidder will be given a 30-day notice to correct a non material breach and 14 days to correct a material breach before the client can take any sanction against the bidder and / or cancel the contract.
- b. We will ask to completely delete section 17.2 which is not reasonable. It is unlikely that every small delay or small failure to meet the technical specifications (without a chance to correct), shall be a consider a material breach.
- c. 17.2.3.: We will ask that the breach of sections 3.4, 3.7, 4 shall not be consider as a material breach.

Response:

- a. The phrasing in Clause 17.1 will be revised as follows:
If (a) the Vendor's breach of this agreement constitutes a material breach, as such term is defined in the Contract Law (Remedies for Breach of Contract), 1970 or as provided in Section 17.2 below or (b) otherwise breaches this Agreement in a manner than may be remedied within twenty-one (21) days, but does not so remedy the breach, the NLI may terminate this Agreement or perform, directly or using the services of any third party, any obligation which the Vendor undertook to perform hereunder, all at the Vendor's sole expense and in addition to any other remedy available to the NLI in law or contract.
- b. Clause 17.2 will be revised as follows:
"For the purposes of this Section 17, the breach of the following shall be deemed a material breach if not cured within 7 days of occurrence".
- c. Clause 17.2.3 will remain unchanged.

Question 51. (Clause 18.2) We will ask to clarify that in any event the client will pay for the actual work performed, including work in process and orders that cannot be canceled.

Response:

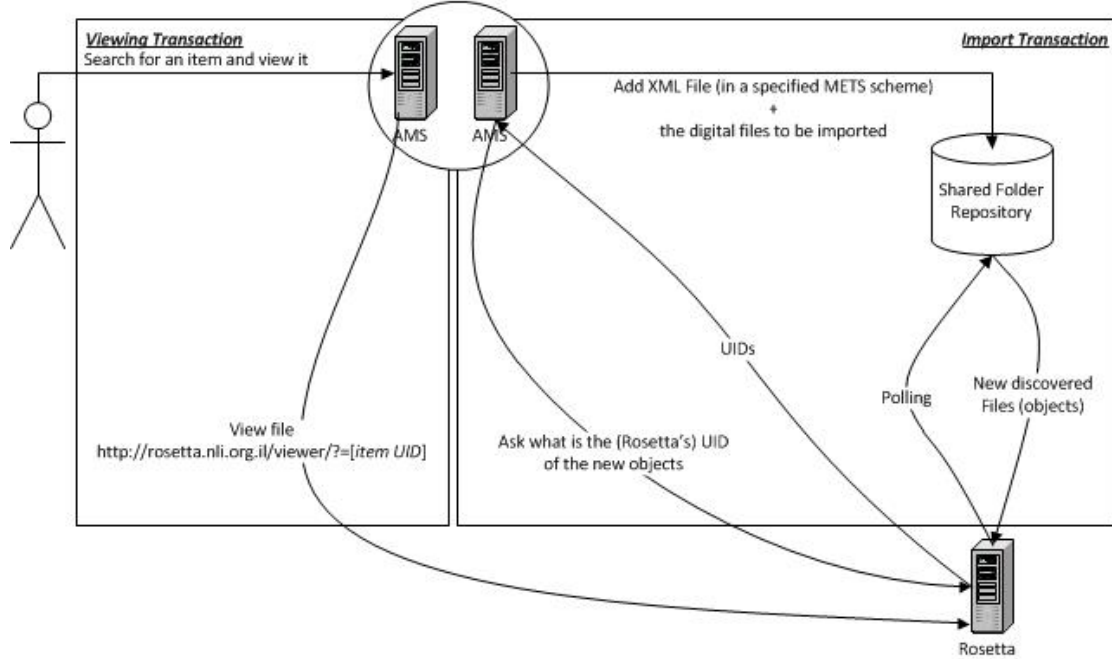
Clause 18.2 will be revised as follows:

The NLI may terminate this Agreement upon forty five (45) days' notice in the event that it receives notice from the OPM of changes to the Project such that the AMS is no longer necessary, in which case it shall make all payment under the Payment Schedule for work provided by the Vendor and/or approved by the NLI.



Appendix 1

Interfacing with ExLibris Rosetta – General Architecture



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