

VIRTUAL MUSEUM OF CANADA COMMUNITY MEMORIES ARTICLE OF AGREEMENT

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Canadian Heritage Information Network (hereinafter called "CHIN");

AND: [Institution Name]
[Institution Address]

[Business Number]
[GST Number]

(Hereinafter called "Institution")

1.0 Statement of Work: The Institution

- 1.1 The Institution shall create a *Community Memories* exhibit (hereinafter called "Exhibit") entitled "Production Title" as described in Appendix A, for public exhibition on the World Wide Web as part of the *Virtual Museum of Canada*.
- 1.2 The Institution shall provide the tools and environment for community engagement in the creation of the Exhibit.
- 1.3 The Institution shall ensure that the recommended hardware and software as specified on the CHIN Web site are provided for Exhibit development.
- 1.4 The Institution shall use the software provided by CHIN, as per this Agreement, to create the Exhibit, which will consist of at least 100 images and associated text as well as any related audio, textual or video content together with at least one storyline with images and associated text that organizes Exhibit elements in a narrative fashion.
- 1.5 The Institution shall include transcripts or summaries of all audio content to ensure access by persons with hearing disabilities.
- 1.6 The Institution shall provide CHIN with an electronic copy of the Exhibit, to be copied onto a CD as provided to the Institution by CHIN, together with all label information including Institution name, date of creation, exhibit title, key prefix, and any other relevant information as determined by CHIN.
- 1.7 The Institution shall provide CHIN with a minimum 250 (maximum 400) word summary of the Exhibit in an electronic format. CHIN reserves the right to translate the summary text into French for inclusion on the *Virtual Museum of Canada*.
- 1.8 The Institution shall provide an e-mail address to CHIN and respond in a timely fashion, with a copy to CHIN (vmccc@virtualmuseum.ca) to e-mail inquiries that may be relayed from the CHIN servers to the Institution from the public about the Exhibit.
- 1.9 In the event that the Institution wishes to distribute copies of the Exhibit, the Institution will reproduce onto CD format the exhibit and distribute them to users directly, for fee or without charge.

- 1.10 The Institution shall obtain all intellectual property clearances on any content included in the Exhibit.
- 1.11 The Institution shall conduct Quality Assurance verification on the Exhibit.

2.0 Statement of Work: CHIN

- 2.1 CHIN shall deliver to the Institution, a copy of the software necessary to develop the Exhibit and a blank CD for the reproduction of the Exhibit content thereon for the purposes of delivering the content to CHIN as required under this Agreement.
- 2.2 CHIN shall remix, format and edit the content received from the Institution for the purpose of converting the Exhibit into a standard format for inclusion in the *Community Memories* section of the CHIN's website, the *Virtual Museum of Canada*. Upon request from the Institution, CHIN shall provide a copy of the edited Exhibit to the Institution.
- 2.3 CHIN shall provide help-desk support to the Institution relating to the use of the software. Help-desk support is contingent upon the Institution's use of hardware configurations recommended by CHIN for this initiative.
- 2.4 CHIN shall provide a User Guide to the Institution.
- 2.5 CHIN shall host the exhibit on the *Community Memories* landmark on CHIN's publicly accessible *Virtual Museum of Canada* Internet Web site.

3.0 Intellectual Property Rights

- 3.1 Nothing in this Agreement shall be construed as implying the transfer of ownership of intellectual property to CHIN by the Institution or any of its partners or licensors.
- 3.2 The Institution shall be solely responsible for obtaining clearances for all intellectual property rights relating to the content in the Exhibit so as to allow CHIN to exercise its rights herein and to allow the Institution to reproduce and distribute the Exhibit as provided for under this Contract.
- 3.3 In exchange for the consideration described in section 4, the Institution hereby grants to CHIN a non-exclusive, perpetual, world-wide, fully paid and royalty-free license to:
 - a) Make the Exhibit publicly available on the World Wide Web as part of the *Virtual Museum of Canada*;
 - b) Authorize third parties to make royalty-free, reproductions of the Exhibit, or portions thereof, on the World Wide Web by means of framing technologies, for the purposes of promotion of the Institution, the Exhibit, the *Virtual Museum of Canada*, and CHIN, so long as the reproduction links to the CHIN or VMC sites;
 - c) Reproduce, adapt, make available or communicate to the public by telecommunication or otherwise use the Exhibit for the purposes of re-mixing the content so as to host the virtual exhibit, or portions thereof as part of the *Community Memories* section of the *Virtual Museum of Canada*, *Virtual Museum of Canada's Image Gallery*, *Artefacts Canada*, or other Government of Canada publicly accessible Web sites. CHIN will provide the Institution with reasonable notice of any adaptations of the Institution's

content and the Institution may accept or reject the aforementioned adaptations within a time-period as specified by CHIN.

- 3.4 Nothing herein shall impose any obligation on CHIN to make use of any of the rights set forth in this Agreement.

4.0 Duration and Payment

- 4.1 The duration of this Agreement shall run for a period of no more than nine (9) months from the date upon which the parties have signed this Agreement.
- 4.2 Section 3, entitled Intellectual Property Rights and section 6 of the General Terms and Conditions attached hereto as Appendix B shall survive the expiration of this Agreement.
- 4.3 CHIN shall pay the Institution a fixed fee of \$(_____) (including GST/HST, if applicable).
- 4.4 Upon acceptance of the Institution's Exhibit proposal and upon receipt of the Institution's first invoice and signed *Community Memories* Agreement, CHIN shall pay the Institution \$(_____) (including GST/HST, if applicable).
- 4.5 Upon completion and delivery of the work as described in the statement of work herein and upon receipt of a final invoice for same, CHIN shall pay the Institution the remaining and final balance of \$500.00 (including GST/HST, if applicable). Time is of the essence in this Agreement. CHIN reserves the right to cancel payment of the final balance of \$500.00 for work received after the termination date of this Agreement.

5.0 Notice and Communications

- 5.1 All notices and communications concerning this Agreement shall be addressed to the respective contact people as follows:

For CHIN:

Ms. Esther Rosenberg
Manager, VMC Investment Programs
Canadian Heritage Information Network
15 Eddy Street, 4th Floor (15-4-A)
Gatineau QC K1A 0M5
Phone: 1-800-520-2446
Fax: (819) 994-9555

For the Institution:

[Person with Signing Authority]
[Title/Position]
[Institution Name]
[Institution Address]

6.0 General Terms and Conditions

- 6.1 The General Terms and Conditions, attached as Appendix B, form part of this Agreement.

Should a conflict arise between sections 1 to 6 of this Agreement and the General Terms and Conditions, then sections 1 to 6 of this Agreement will prevail.

6.2 This Agreement may be amended upon the mutual written consent of the parties.

6.3 This Agreement shall be governed by and interpreted according to the laws in force in the province of Ontario.

IN WITNESS WHEREOF, the parties have executed this Agreement:

For the Institution:

For CHIN:

Name of person with signing authority
(Please print)

Title (Please print)

Signature

Gabrielle Blais
Director General, CHIN

Date

Date