

## CHIN/VMC MEMBERSHIP AGREEMENT

1. The *CHIN/VMC Membership Overview* shall form part of this Agreement.
2. The Member warrants that it is either a Canadian heritage institution that is a public, not-for-profit, permanent establishment, exempt from federal and provincial government income taxes, open to the public and administered in the public interest; or a Canadian not-for-profit heritage organization that is not open to the public.
3. The Member shall contribute information (the Data) as required in the online entry form for the *VMC Institution & Events Guide* (the *Guide*) in the official language or languages of their choice and maintain the information by submitting updates on a mutually agreed upon frequency. A complete entry shall include both an institution and a collection description, where applicable, as well as current events/exhibition information.
4. CHIN shall provide public access to the Data contributed to the *Guide* through the VMC and the *Canadian Heritage Information Network* (CHIN) Web site(s). Access shall be available in both French or English. Updates to the *Guide* shall be undertaken by Members through the CHIN Web site at [www.chin.gc.ca](http://www.chin.gc.ca).
5. CHIN is hereby granted the rights to use, reproduce, exhibit and communicate to the public by telecommunication the Data contributed by Members to the *Guide*.
6. The Member represents and warrants that it holds or has cleared all intellectual property rights in the Data to allow CHIN to exercise its license to use the Data as provided for in this Agreement. CHIN shall not assume responsibility for any third party claims arising from a member's failure to clear appropriate intellectual property rights.
7. The Member acknowledges that CHIN is the intellectual property rights holder in the *Guide* database. Nothing in this Agreement will be construed as assigning the intellectual property rights in the Member's Data to CHIN.
8. CHIN will make reasonable efforts to protect the Member's intellectual property rights, and shall include copyright notices that state the rights of each Member in its Data.
9. The Member may withdraw its Data from the *Guide* at any time, with 60 days written notice to CHIN. This would constitute the cancellation of this Agreement (see 14 below).
10. CHIN may cancel this Agreement at any time, on 60 days written notice to the Member, if the Member institution fails to comply with the established requirements for content and update frequency.
11. The Member acknowledges that CHIN may enter into Agreements with third parties for the ability to associate or link to the *Guide* as a whole, or for services derived from the ability to associate with or link to it.
12. CHIN will provide the Member with benefits, including eligibility for the *VMC Investment Program* and other programs restricted to Members. A Member that meets the requirements of *Basic* or *Contributing* Membership as set forth in the *CHIN/VMC Membership Overview* is eligible to receive support for Internet access and/or Internet training. The benefits may change upon 60 days written notice from CHIN.
13. Reimbursement for Internet-related training expenses, up to the amounts specified in SECTION 2.2 of the *CHIN/VMC Membership Overview*, requires proof of payment. The Member is required to contact CHIN in advance to establish whether the proposed training is eligible for reimbursement.
14. Reimbursement for Internet access, up to the amounts specified in SECTION 2.2 of the *CHIN/VMC Membership Overview*, is made on a yearly basis and requires proof of payment. CHIN is not responsible for contractual agreements between a Member and its Internet service provider.

15. To be eligible for membership benefits, the Member shall complete an entry to the *Guide*. If the institution does not comply with the requirements as provided for in paragraph 1 of this Agreement and in the *CHIN/VMC Membership Overview*, it shall not obtain Member status.
16. If this Agreement is cancelled, all Member rights and benefits shall be cancelled including the cancellation of any outstanding reimbursement for Internet access or Internet training, and cancellation of the Member's eligibility for the *VMC Investment Program* and other programs restricted to members.
17. This Agreement shall be governed 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:

\_\_\_\_\_  
Institution Name (Please print)

\_\_\_\_\_  
Name of person with signing authority (Please print)

\_\_\_\_\_  
Title (Please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Gabrielle Blais, Director General

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Reference Number:** \_\_\_\_\_

Institutions that wish to become *Contributing* Members must also complete, sign and return the *CHIN Agreement with Contributing Institutions*. Please remember to keep a copy for your files.