

CHIN AGREEMENT WITH CONTRIBUTING INSTITUTIONS

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Canadian Heritage Information Network, 15 Eddy Street (15-4-A), Gatineau, Quebec K1A 0M5 (hereinafter called "CHIN");

AND: [THE NAME and COMPLETE ADDRESS] (hereinafter called "the Institution")

WHEREAS CHIN is responsible for developing and managing national Databases that include *Artefacts Canada* and the *Virtual Museum of Canada's Image Gallery* and that are made publicly accessible on the Internet (hereinafter called "the Databases");

AND WHEREAS the Institution is a CHIN/VMC Member and wishes to contribute to the Databases content about its collections that includes object records or images (hereinafter referred to as "the Data").

The Parties Hereby Agree that:

1.0 IN CONSIDERATION OF CHIN's development and management of the Databases:

- 1.1 The Institution shall upload to CHIN the Data as per the technical specifications provided on the CHIN Web site. CHIN hereby reserves the right to modify the technical specifications from time to time and shall provide the Institution with reasonable notice thereof.
- 1.2 Where applicable, the Institution shall allow CHIN to link to the Institution's images residing on the Institution's server and the Institution shall provide CHIN with current URLs, as required from time to time.
- 1.3 Where compatible systems and standards will support the remote retrieval of Data and integration of the Data into comprehensive search results for users of the Databases, and where both parties agree, the Institution shall not be required to upload the Data to CHIN but shall give CHIN any necessary access to institutional databases to support Data retrieval and integration.
- 1.4 The Institution shall be responsible for the accuracy of the Data that it contributes to the Databases.
- 1.5 If the Institution is contributing images to *Artefacts Canada* as part of its Data, then the Institution shall provide CHIN with three digital images (captured at a minimum of 300 dpi) saved as 24 bit TIFF files, along with the information for each image which shall be used for promotional purposes as provided for in paragraph 4.4 of this Agreement.

2.0 REQUIREMENTS: CHIN

- 2.1 CHIN shall maintain and host the Databases on its servers, and research ways to facilitate access to their content.
- 2.2 CHIN shall not modify the provided Data contained in the Databases without the written consent of the Institution.
- 2.3 CHIN will make reasonable efforts to protect the intellectual property rights held by the Institution in its Data, and shall include copyright notices that provide notice of the rights of the Institution with respect to its Data and the rights of CHIN as the intellectual property rights holder in the Databases.

3.0 DURATION

- 3.1 This Agreement shall come into effect upon the date of signature to this Agreement and shall remain in effect in perpetuity.
- 3.2 Either party may terminate the Agreement on 60 days written notice to the other party.

4.0 INTELLECTUAL PROPERTY

- 4.1 The Institution hereby grants CHIN a non-exclusive license, to use, reproduce, exhibit and communicate to the public by telecommunication the Institution's Data on the World Wide Web as part of the Databases.
- 4.2 The Institution hereby grants CHIN the right to link to images residing on the Institution's server by replicating URLs as provided by the Institution to CHIN from time to time.
- 4.3 Where both parties agree to operate as provided for in paragraph 1.3 of this Agreement, the Institution hereby grants CHIN the non-exclusive right, to use, reproduce, exhibit and communicate by telecommunication the Institution's Data on the World Wide Web as part of the Databases.
- 4.4 CHIN is hereby granted the right to use, reproduce, exhibit and communicate to the public by telecommunication the three digital images as provided for in paragraph 1.5 of this Agreement, for the purpose of promoting the Databases.
- 4.5 CHIN is hereby granted the right to use, reproduce, exhibit and communicate to the public by telecommunication any image contained in the Data for the purpose of featuring the said images, from time to time, as electronic postcards in the *Virtual Museum of Canada*, in the *Virtual Museum of Canada's Image Gallery*, or other views of the Databases that CHIN may determine necessary, from time to time.
- 4.6 CHIN is hereby granted the right to use, reproduce, exhibit and communicate to the public by telecommunication extracts of the Databases containing the Institution's Data for the purposes of participating in studies and test bed projects that relate to the research and development of technology, museum interoperability standards and digital rights management applications.
- 4.7 CHIN is hereby granted the right to license the use of extracts of the Databases containing the Institution's Data for a fee to third parties. Should CHIN exercise these rights as described herein, CHIN shall provide the Institution with reasonable notice thereof and the Institution shall have the option to request that its Data not be included as part of the extract being licensed for use by a third party. Should the Institution elect to allow the use of its Data as described herein, the parties to this Agreement shall enter into a revenue sharing arrangement on mutually agreed upon terms and conditions.
- 4.8 The Institution hereby represents and warrants that it either owns or has cleared all intellectual property rights in the Data necessary to allow CHIN to exercise the grant of rights by the Institution to CHIN contained in this Agreement.
- 4.9 Nothing in this Agreement shall be construed as implying the transfer of ownership of the intellectual property in the Institution's Data to CHIN.
- 4.10 The Institution acknowledges that CHIN holds all intellectual property rights in the Databases.
- 4.11 Nothing in this Agreement shall impose any obligation on CHIN to make use of any of the grant of rights set forth herein.

5.0 LIABILITY AND INDEMNIFICATION

5.1 The Institution shall indemnify, defend and forever hold harmless CHIN, its officers, employees and agents against and from any and all third party claims, lawsuits, judgements and expenses (including without limitation, reasonable legal fees) arising out of CHIN's exercise of the licenses granted to CHIN by the Institution herein. This paragraph shall survive the termination of the Agreement.

6.0 APPLICABLE LAW

6.1 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:

Name of person with signing authority (Please print)

Title (Please print)

Signature

Gabrielle Blais, Director General

Date

Date

Reference Number: _____

Please submit all completed sections to CHIN. Remember to keep a copy for your files.