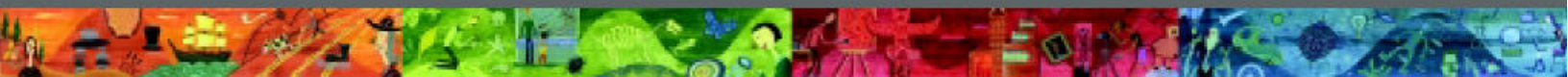
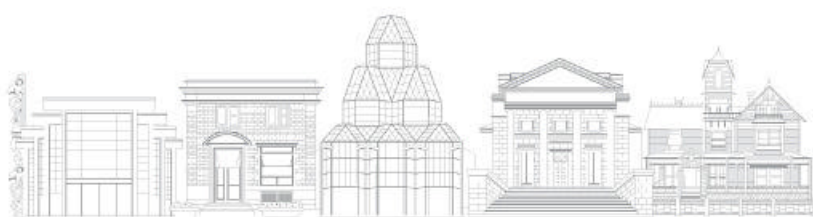


Licensing Images

Checklist for Museums and Other
Cultural Organizations



Intellectual Property Series



Canadian Heritage Information Network

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Licensing Images

Checklist for Museums and Other Cultural Organizations

A Report Prepared for the **Canadian Heritage Information Network**

by Wanda Noel, Barrister & Solicitor

The author wishes to thank Barbara Lang Rottenberg and Lesley Ellen Harris for reviewing the text and for their valuable suggestions and comments.

Revised June 2001

This new edition of the Checklist is one in a series of publications produced by the Canadian Heritage Information Network (CHIN) that are intended to assist museums with the management of their intellectual property.

Initially conceived for use by museums, this Checklist may also be of interest to other cultural organizations. As such, for the purpose of this publication, the term "museum" will be understood to include "cultural organization", in the general sense of this term.

Other titles in this series are listed below. Information on ordering the publications can be found on the CHIN Web site at www.chin.gc.ca.

- **Best Practices Study of Museum CD-ROM Production**
- **Copyright Guide for Museums and Other Cultural Organizations**
- **Like Light Through a Prism: Analyzing Commercial Markets for Cultural Heritage Content**
- **Protecting Your Interests:
A Legal Guide to Negotiating Web Site Development and Virtual Exhibition Agreements**
- **Sample CD-ROM Licensing Agreements for Museums:
Quebec Civil Law Edition Canada, 1997**
- **Sample CD-ROM Licensing Agreements for Museums:
Canadian Common Law Edition, 1997**
- **The Virtual Display Case: Making Museum Image Assets Safely Visible**

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Introduction

This document contains a Checklist identifying key items to be addressed in a licensing agreement between a museum and a person or company wanting to acquire the right to use a museum's images and information to create commercial or consumer products or for the purposes of sub-licensing. This document updates a *Checklist for Licensing Museum Images* first published by CHIN in 1997.

Museums are being approached by companies interested in licensing their images for Web sites, for the creation of CD-ROMs or for the development of a digital archive of images available for sub-licensing to third parties. Stock photo agencies or firms such as CORBIS have compiled archives in digital format which they access when creating a multimedia product or when licensing an image to another company or individual for their personal or commercial use. Such use could include the development of a multimedia product or a more traditional purpose: for example, the creation of a scholarly report, publication or even an advertisement. More and more of these archives are including museum images. While eager to increase access to their collections by contributing their works, many museums are concerned about how best to protect their interests under these arrangements, interests such as control, integrity and fair compensation. The purpose of this document is to provide some pertinent information relating to the negotiation of an agreement involving the licensing of digitized images in a museum's collection.

The information is provided in a "Checklist" format. The Checklist is intended to provide a general outline of the type of clauses that might be included in an agreement licensing multiple museum images, as well as issues to be considered under each clause. Where a museum is licensing only a few items, it may choose to use a simpler one- or two-page agreement. Nonetheless, a careful reading of this document will clarify some of the key questions that need to be considered. In either case, users are cautioned that the services of a lawyer are recommended in drafting an actual agreement.

The Checklist outlines issues that should be considered in the development of a licensing agreement. In determining its position with respect to any of these

issues, the museum should take into account both the degree of control it wishes to have over the products created with its intellectual property and the costs of exercising such control. If the museum's primary objective, for example, is securing revenues, it may wish to exercise fewer controls (e.g. at product approval stages). If, on the other hand, its primary objective is to ensure high quality multimedia reproductions of its collections, it may wish to be more stringent. It should also be noted that the strength of the museum's negotiating position will be affected by the degree to which it is the only potential source for the subject matter represented in the intellectual property under consideration.

The following items appear in the Checklist:

1. **Preamble:** how to draft the Preamble, or statement of purpose, for the licensing agreement;
2. **Definitions:** identifying contractual terms that require definition in the licensing agreement;
3. **Authorization:** negotiating what the licensee is authorized to do and, conversely, what is prohibited;
4. **Term:** deciding when the agreement should begin and end;
5. **Rights Upon Termination:** negotiating the rights of the parties when the agreement ends;
6. **Copyright:** specifying who owns the copyright in the products produced under the agreement;
7. **Moral rights:** addressing the waiver of moral rights attached to museum images and information;
8. **Publicity and Privacy Rights:** addressing publicity and privacy rights in the licensing agreement;
9. **Compensation:** deciding and negotiating fair compensation for a museum;

10. **Museum's Use of Digital Images:** identifying reasonable rights for a museum to the products produced under the agreement;
11. **Process for Selection:** defining the responsibilities and procedure for selecting museum images to be used in product creation;
12. **Delivery:** negotiating and defining responsibilities of the parties relating to custody and delivery of images;
13. **Insurance:** defining what insurance coverage is needed;
14. **Credits and Approvals:** negotiating how the museum will be credited in the products produced;
15. **Warranties and Representations:** establishing the giving and receiving by the parties of representations and warranties under the agreement;
16. **Defamation:** addressing the law of defamation;
17. **Indemnities:** providing indemnities;
18. **Limitation of Liability:** limiting certain kinds of liability under the agreement; and
19. **General Matters:** a review of some general clauses to be considered for inclusion in a licensing agreement.

The Licensing Agreement

A licensing agreement is a written record of the circumstances under which a promise shall be legally binding on the person making it. There are always at least two essential parties to any agreement: the party making the promise and the party receiving it. In an agreement between a museum and a licensee, there will be promises made and received by both parties. The museum promises to license the use of its images and information, under certain conditions, usually for monetary compensation, although not always. The licensee promises to use the museum's images and information on payment of a fee and in accordance with the conditions agreed between the parties. The conditions under which these mutual promises are made are recorded in a written document so that the substance of the promises can be proven (if that should ever be necessary).

These matters form the basis of a contract. The "circumstances" which should be addressed in any standard agreement between a museum and a licensee of its images and information are set out below in the form of a checklist of items. Discussion and decisions on each point in the Checklist will provide the terms and conditions for a licensing agreement for use by Canadian museums. Specific circumstances relevant to your institution should be taken into account to customize the information in the Checklist. Items may be added or modified. Some items may not be relevant and should be deleted. As with any standard agreement, this one should only be used after full understanding of all its provisions and consultation with a lawyer. It is also important to note that the Checklist is based on Canadian law. There are a number of important differences in the laws of other countries which must be taken into account when licensing with a party from another country.

The Checklist

Preamble

1

An agreement usually begins with a brief statement of what the agreement concerns. This section can have various titles. "Background," "Recitals" or "Preamble" are three examples of titles used. Sometimes the "Preamble" is a series of "whereas" statements. There is no significance to which title or method is chosen. In an agreement between a museum and a person or company wishing to license a museum's images for use in commercial or consumer products, or for the purposes of sub-licensing, the contents of the "Preamble" should state at least the following three things:

- (i) *that the museum is the owner of and controls access to the images and information which are the subject of the agreement;*
- (ii) *that the licensee is a producer of a product or products containing images and information and a provider of services from which copies of images and related information can be ordered for personal and commercial use; and*
- (iii) *that the licensee wishes to acquire, and the museum wishes to license, the right to use the museum's images and information to create its commercial and consumer products or for the purposes of sub-licensing.*

Definitions

2

It is important to define the terms used in any contract, especially those that have more than one meaning. To a great extent, the definitions depend upon the text of the contract itself. Define these terms specifically for purposes of your agreement in a manner that meets the needs of both parties. These definitions may have to be negotiated between the parties, as they can affect the terms and conditions of the licence.

Here are some terms which would be clarified by including a definition in a licensing agreement for museum images:

- licensee
- sub-licensee
- licensor
- product licence

- image licence
- agreement
- image
- information
- digitize
- product
- medium
- personal use
- commercial use
- digital image
- multimedia
- multimedia product
- services

A number of Web sites contain glossaries and sample definitions of licensing terms. See, for example, www.pacaoffice.org and www.licensingmodels.com.

Authorization

3

This section of the licensing agreement specifies what the licensee is authorized to do and conversely, what activities are prohibited. A licensing agreement should set out what is authorized, and what is prohibited, what can and cannot be done under the agreement, as clearly as possible.

Just like the "Preamble," this section of the licensing agreement can have various titles. Examples include the "Licence," the "Permission," or the "Rights Granted." This section states the activities which are being authorized, or excluded, under the terms of the agreement. All of the following are items that should be considered when a museum is negotiating a licensing or sub-licensing agreement:

Licence and Sub-Licence

A licensing agreement of this type will usually involve two arrangements: a licence and a sub-licence. The licence refers to a direct contractual arrangement between a museum and the licensee wherein the licensee produces products and services containing museum images and information. The second contractual arrangement is a sub-licence wherein the licensee provides a service in which it offers to license (to its sub-licensees) copies of a museum's images and information for personal and commercial use. A sub-licence can also extend to an end user.

Exclusivity

It must be decided whether the licence will provide exclusive or non-exclusive rights to the licensee. A non-exclusive licence is suggested as the better choice for publicly funded institutions such as museums. Giving an exclusive licence to someone means that the holder of the exclusive licence, and only that person, has the right to use those particular images. The holder of an exclusive licence could prevent anyone, including the museum, from using the images covered by the licence. The museum would then be obliged to re-photograph any images in order to use them itself. A non-exclusive licence, in comparison, would permit the museum to continue to use the images and also to license the use of the same images to others.

Territory

Licensing agreements must have geographical boundaries. For example, use of museum images and information can be licensed for a province, a nation or the world. "Worldwide" use, presumably a reflection of the international marketplace for electronic products, is not uncommon in licensing agreements for CD-ROM products and related image licensing services. It may be essential for any Internet or World Wide Web licences, since access will almost always be on a worldwide basis. Worldwide rights, which can command a higher fee, can be considered as a reasonable territorial basis for a standard licensing agreement for museum images. Territory is often one of the words defined in the Definitions section of a licence.

Revocable

Agreements often provide a way for the parties to escape from the agreement. There are three issues to consider with respect to revocability. The first is whether a licence can be revoked after a product has been made using the images and/or information of a museum. It is suggested that the licence be irrevocable after the products are in the marketplace. The reason is that once products are produced and distributed, it is no longer possible to control the images or the information in those products.

The second issue is whether, and under what circumstances, the parties can revoke an agreement before it expires or before the products have reached the

market. An example would be the right to revoke an agreement in year two of a five-year agreement. One often sees clauses which allow the parties to an agreement to revoke the agreement in specified circumstances. These circumstances are negotiated between the parties. One such circumstance is where either party can terminate the agreement "if either party materially fails to perform or comply with the provisions of the agreement." Such a clause is recommended for the standard agreement for museums. This clause will provide protection for museums against any unforeseen problems which could arise during the term of the agreement. If such a clause is included, the rights and obligations of the parties upon termination, the procedure for termination and the time within which the termination becomes effective would need to be set out in the licensing agreement. This issue should be considered in connection with the term of the licence, which is discussed in section 4, and in connection with the rights of the parties on termination, which is discussed in section 5.

The third issue to consider is a situation where the licensed rights are not used. For example, a company could license digital rights but never actually use them. It is suggested that if some, or all, of the rights are not exercised by a certain time (say year two of a five-year agreement) then the rights should automatically revert back to the museum. This will permit the museum to license the rights to another party, particularly in the case of an exclusive licence.

Rights Granted

This section of an agreement sets out the activities that are being permitted in exchange for some kind of consideration (usually money). This section can be entitled the "Licence" or the "Permission" section. The type of activities envisaged in the production of electronic products using museum images and information would encompass a broad range of activities. These would include activities such as the right to digitize, synthesize, produce, reproduce, publish, modify, adapt, translate, combine, rearrange, advertise, publicly display, publicly exhibit, distribute, transmit, broadcast, license, sub-license, sell, rent, lease, alter, add to, subtract from, crop, catalogue, back-up, archive, include in a database, index and colour correct. From a contractual drafting perspective, the precise activities will need to be defined in consultation with the producers of the products. There are no "special" words to define the rights which are licensed. What is important from a museum's perspective is to be specific to ensure that for each right licensed, the museum is adequately compensated. It is usually better for a museum to license narrow rights. Otherwise a museum may unintentionally license

rights they do not intend to license. For example, if a museum licenses electronic rights, that would include CD-ROM and Internet rights. However, if only CD-ROM rights are licensed, a producer would have to come back to the museum and re-negotiate fees for Internet use. It is important to limit the rights granted under each licence. Limiting the rights licensed is a key to maximizing revenue.

Medium

Another important aspect of a licensing agreement for the use of museum images and information would be the format in which the licensee can produce products. One option is to specify use in any kind of medium whether it is known at the time of the agreement or is devised after the agreement is entered into. Another option is to specify a specific format, such as a CD-ROM. The choice here depends upon what is desired by the parties to the agreement. The use of generic phrases like "in any medium" would result in a more general licensing agreement suitable for a wider variety of situations. Use of specified media, such as CD-ROM or a Web-based delivery service, would require museums to specify the format which the licensee may use. Other media to be considered are diskettes, databases and archives. Content owners are generally advised to license their images in media in existence at the time the agreement is negotiated in order to maximize their control and compensation.

Transferrable

Sometimes companies are sold or museums incorporated into other entities. Licensing agreements often deal with the possibility of this happening. The question which should be asked is whether the agreement can be transferred to another party. For example, if the museum with whom an agreement is signed is amalgamated into another entity does the new entity have the same legal rights and obligations? The standard agreement could provide that either party may assign the agreement upon notice to the other. Another option could provide that the licensee may not assign the agreement without the prior written consent of the museum. The agreement may, or may not, provide that museum consent would not be unreasonably withheld. Still another option is to provide that the agreement is not transferable at all. If it is considered desirable to have the agreement transferrable, this can be done by creating a "binding effect" on any entity to which the agreement is assigned.

"Transferability" is a policy question which should be answered by the museum professionals preparing the agreement. One factor to consider is the reputation of the licensee to whom an agreement could be assigned. The integrity of public institutions such as museums is very important. There may be certain producers with whom a museum would not want to contract. To preserve the right to choose who will have the right to use museum images and information, it would be necessary to make the agreement either non-transferrable or transferrable only with museum approval.

Term 4

A licensing agreement should have a clearly specified beginning and end in the contract itself. Typically the beginning is the date the agreement is entered into by the parties.

How an agreement ends is more complex. There are a variety of choices for the term of any agreement ranging from a perpetual agreement, which continues until one of the parties ends it, to a set date for expiration with no provision for renewal. The most common approach is to specify a set number of years, for example, five or ten years. Automatic renewal for a subsequent term of another specified number of years, for example, an additional five years, can also be considered. It is suggested that the agreement require that the other party be notified of the intention not to renew at least 90 days before the agreement is due to expire. Alternatively, there could be an "automatic renewal." Under this option the agreement continues until one of the parties notifies the other of their intention to terminate.

Including a specific term introduces certainty into the contractual relationship. Having a set expiration creates a point in time when the parties must focus on the agreement in order to decide whether it should be renewed. This focus provides an opportunity for review and revision if necessary. On the other hand, including an automatic renewal avoids the need to do anything unless there is a demonstrated need to amend the agreement. Which option to choose is best decided by museum professionals based on the particular project being considered. In general, the shorter the duration of an agreement, the less the amount of money the museum might receive. Where a museum is licensing rights for a longer period of time, it should ask for greater compensation.

Rights Upon Termination

5

An important issue to be dealt with in a licensing agreement is the rights of the parties once the agreement ends (either because it is terminated or because it expires). The agreement can provide that, upon termination, the licensee cannot acquire additional images or use individual images as provided under the expired agreement. Another option is to continue the licensee's rights after the agreement expires. For example, the licensee can retain the right to continue to use images incorporated into products and services during the term of the agreement under the terms and conditions of the expired or terminated agreement. This means no new images can be acquired, no new products developed and no new services offered. But all existing services and products which incorporate museum images and information can continue to be offered by the licensee. This issue is of particular importance when the licensee has acquired museum images for the purposes of sub-licensing. Also of importance is the ownership of copyright in the digitized images when the agreement ends. This is discussed in the next section on "Copyright."

Defining, with as much precision as possible, who has what rights when an agreement ends is desirable for all the parties to the agreement. Clearly defined rights can avoid disputes and possible litigation later. This can be particularly significant if the agreement ends on less than friendly terms. It is therefore suggested that the rights of the museum, the licensee and the sub-licensee be negotiated by the parties and then clearly set out in the agreement.

The following represent the options that protect museums' intellectual assets post termination. They are points to be negotiated with the licensee.

- Upon termination, the licensee may sell any existing stock but may not manufacture or develop any additional stock after the date of termination, and all copies of individual digitized items must be returned to the museum;
- Upon termination, the licensee must cease offering a museum's images for sub-licensing to third parties and all copies of individual digitized items must be returned to the museum.

To help make decisions relating to rights upon termination, it is advisable to obtain information at the beginning of the negotiations as to what the licensee's plans are and whether rights upon termination make good business sense.

Copyright

6

The licensing agreement should specify who owns any copyright in works created under the agreement. An example is digitized photographs of three-dimensional art objects which would likely be protected by copyright as a separate work. Should the licensee have the right under the agreement with the museum to secure copyright protection in the works the licensee creates using museum images? Or should the museum require that copyright belong to the museum? Appropriate clauses will depend on how the rights of the parties are negotiated.

Existing images and information owned by a museum can be used to create new works which could themselves be protected under the copyright law. A difference between the United States and Canadian copyright law should be noted here. Under the United States' copyright law, new works created using existing works are referred to as "derivative works." The United States copyright law requires creativity in order to obtain copyright protection. In the United States mere skill and labour, without a minimal degree of creativity, is not sufficient to attract copyright protection.

Canadian law has, to date, not been clarified. It has been determined in Canadian law that in order for a work to be copyright protected it must be original. Originality in Canada may be measured by the degree of skill, labour and judgement employed to create the work. This may mean that digitized photographs of three-dimensional art works in a museum's collection are protected by copyright in Canada as original works. The law on this point is not clear. But the same works might not be protected in the United States because they do not meet the minimal creativity threshold. It is possible that copyright in digitized images in the United States may be very "thin" or may not exist at all. Legal protection in Canada, however, could be much more meaningful.

For example, the same image could be protected by copyright in Canada but not be protected in the United States. The legal result of this difference in the copyright law between the two countries is that use of the image in Canada could be controlled through copyright, but use in the United States could not be. If there is no copyright protection (either because it never existed or because it has expired) then reproduction of the image is unrestricted. Software is available to protect works on the Internet, even though they are not protected by copyright.

It is suggested that the licensee will want to own any copyright which comes into existence in the products created under the agreement. This will be an item for negotiation and could be a contentious point with the licensee. The licensee will likely want to own the rights in the digitized images. If the licensee is to own rights, then the museum should consider retaining the right to digitize the images which are the subject of the agreement for its own use and purposes.

The museum owns the original image or information and is the entity to which all rights to the same material should revert when the agreement expires or is terminated.

If there are multiple contributors of images, then copyright ownership in any product created with museum images will have to be negotiated between the multiple parties involved. This should be documented, in writing. Assignments of copyright and waivers of moral rights should be obtained where appropriate.

The licensing agreement should also provide that any copyright in the images or information provided to the licensee will remain with the museum.

It is suggested that the agreement also contain a clause which requires the licensee to include a copyright notice in products produced under the agreement and shall require any of its sub-licensees to do the same. It is also suggested that the end user be required to reproduce any copyright or other notice marked on the product on any copies made by the user. Such a notice, where appropriate, would specify that uses of images are for non-commercial, non-profit purposes and that all other uses require the permission of the museum.

Moral Rights

7

The Canadian copyright law provides the creators of works protected by copyright with several "moral" rights. These include:

- the right of association: creators have legal recourse against unauthorized use of their work in association with products, services, causes or institutions in ways which are prejudicial to their honour or reputation;
- the right to remain anonymous;
- the right to use a pseudonym;
- the right to be identified with the work as its author;
- the right of integrity: creators are protected against "distortions, mutilations or other modifications" to a work which are prejudicial to their honour or reputation. The law assumes that any changes to a unique work (e.g. a painting or sculpture) are prejudicial.

Under Canadian copyright law a creator cannot assign moral rights. It is only possible for a creator to agree not to exercise moral rights by "waiving" the rights. This means that a museum cannot own moral rights in its collection and therefore is not in a legal position to license them to others. Moral rights should be addressed in a licensing agreement by inserting a clause under which a museum assigns the benefit of any waivers of moral rights the museum holds to the licensee. The licensee in turn would assign the benefit of any moral rights waivers to its sub-licensees.

It is suggested that the licensing agreement require the licensee to warrant that the product produced using museum images and information will not infringe upon the moral rights of any other person or entity. This would only be necessary where the licensee cannot benefit from an assignment of a moral rights waiver from the museum. Such a clause would have the legal effect of requiring the licensee to obtain all the necessary moral rights waivers from any rights holder.

An important aspect of the legal protection provided by moral rights has to do with the quality of the digitized images which are produced. Since moral rights cannot be assigned, only waived, those who adapt works into other formats must consider how this act will affect a creator's reputation. This must be considered

unless a waiver of moral rights has been obtained. Moral rights protect a creator's "integrity" by prohibiting "distortions, mutilations or other modifications" to a work which would be prejudicial to its creator's honour or reputation. Moral rights protection therefore affects how museums, their licensees, and sub-licensees, can modify works by digitization. A poor quality digitization could be prejudicial to a creator's reputation and might therefore be an infringement of moral rights. As long as moral rights protection continues to apply, digitization must not "distort, mutilate or modify" the work in such a way as to be prejudicial to the honour or reputation of the creator of the work. The law is not clear as to the extent of the modification required to constitute an infringement of moral rights. Therefore, if any modifications are to be made, a waiver should be obtained.

The term of moral rights is the same as the term of copyright protection. So when copyright protection ends and a work falls into the public domain the moral rights protection ceases at the same time. For this reason, many museums have chosen to restrict their digitization efforts to works in the public domain. Museums may want to consider requiring a clause dealing with the ethical use of images by end-users. A museum could, for example, require the licensee to prohibit end-users from modifying or altering the images. An exception for such things as minor cropping for space limitations or colour correction could also be considered.

Many museum licences are on a world-wide basis. Moral rights protection varies around the world. For example, in the United States, moral rights protection is at a lower level than in many European Union countries. France, by way of comparison, has one of the most protective moral rights regimes in the world. A Choice of Law Clause may to a certain extent clarify this issue. For a full discussion, see page 31, Point 19. "General Matters: Choosing Applicable Law"

Publicity and Privacy Rights

8

Publicity and privacy rights are closely related. These rights may compensate people for the exploitation of their names, likenesses or images by enabling them to prevent their unauthorized use by others. It is becoming increasingly common in commercial advertising to use someone's personality. Wayne Gretzky's image on a cereal box is an example. In Canadian law, some legal protection is available in situations where there is an exploitation. In the case of living persons, written releases should be obtained from persons whose images are used commercially. Typically, the release could also entitle the person whose image is

used commercially to share in the proceeds from such use. The same person may object to an unwanted invasion of his or her privacy. The law is then asked to determine whether the commercial benefit must be shared and whether the invasion of privacy must be tolerated. If releases are not obtained, the "user" runs the risk of committing the tort of misappropriation of personality, for which damages can be sought in a court action.

The law protecting publicity and privacy rights of individuals is more highly developed in some jurisdictions than others. The law of the United States is often cited as providing greater legal protection. All Canadian provinces and territories, except New Brunswick and Prince Edward Island, have legislation dealing with privacy and publicity issues. Legislation is before the legislature in New Brunswick and Prince Edward Island at the time of writing. There are also provisions in the Quebec Civil Code dealing with publicity rights. Court decisions also provide limited protection based on commercial exploitation of personality. These cases establish an emerging proprietary right in marketing a person's personality, name or likeness for commercial gain. This right is based on two factors: first, possession of a distinctive personality and, second, a false and deceptive association between the defendant's venture and the plaintiff's personality.

Varying legal protection creates a peculiar problem in creating licensing agreements for products with world-wide markets. Because electronic products created under licensing agreements in Canada may be distributed outside of Canada, the laws of those countries where the products will likely be sold should also be considered. In fact, many products (including on-line products) are now created with a world market in mind. Ideally, the standard agreement would require the licensee to warrant that the product produced using museum images and information will not infringe upon the rights of any other person or entity, including but not limited to copyright, any other intellectual property right, moral rights, publicity rights or privacy rights. Such a clause would have the legal effect of requiring the licensee to obtain all the necessary permissions from any rights holder, whatever those rights happen to be in any particular country. This issue can become a point of negotiation and will require the museum to assess the risks associated with licensing an image for use on a world-wide basis.

Compensation

9

In return for licensing use of images from its collection, a museum will receive compensation. Compensation can be arranged in a variety of ways. The following are possible options which can be used alone or in combination with each other:

- a fixed amount per image;
- an advance against royalties i.e. an amount paid by the licensee to the museum when the agreement is signed with the amount of the advance being deducted from royalties payable to the museum as the royalties are earned through the sale or licensing of products;
- royalties to be defined in a schedule to the agreement which can be tailored to the specific circumstances of each contract. This could be a percentage of revenues received by the licensee or a fixed amount per image used;
- the supplying of information as well as images could require a separate payment schedule. If additional work is required from museum staff, the museum may wish to charge for such work at rates and in a time frame to be mutually agreed upon in advance.

The above are just some examples. This is a matter of negotiation, and museums can be "creative" in determining the compensation scheme that best meets their interests. There are no set rules. The licensing of digital rights is relatively new. There are, as yet, no industry standards regarding the value or price to be paid for these rights or the arrangements for compensation. As these are constantly developing, museums should be cautious in entering into long-term arrangements where they are not entitled to earn a percentage from unforeseen revenue sources. For instance, a flat fee, plus a percentage of revenues or profits can be a preferred method of compensation. The amount of the compensation should reflect a number of factors: whether it is an exclusive or non-exclusive arrangement; the term; whether it is limited to a certain media or medium; whether there are any geographical restrictions; and whether the museum has the administration in place to track royalties due and the number of images used, or the number of times an image is used, depending on the structure of the agreement. All of the terms and conditions should be carefully considered in establishing compensation.

The payment schedule is another matter which should be set out in the agreement or in a schedule attached to the licence. The time within which payment

must be made will, to some extent, be dictated by the method of payment which has been chosen. For example, if payment is a set amount per image, then payment could reasonably be required within 30 days of the agreement being signed. However, if payment is based on a royalty system, then products must actually be sold or licensed in order to determine how much is due. In this case, payment cannot be made at the time of signing for the simple reason that neither party knows how much is owing. When a royalty system is used, the payment schedule should require payment within a certain number of days (e.g. 45 days from January first and July first). Specify the currency of the payment and deal with any related tax issues such as the GST or, if you are dealing with a foreign currency, withholding taxes.

Record-keeping is another important aspect of any agreement requiring compensation for use. Statements or invoices specifying what is being paid for and in what amount should be required under the terms of the agreement. This will provide the museum with the information it needs to determine how much is owing under the agreement. A museum may want to ask that a statement be provided on a periodic basis, such as every six months.

The right to verify the compensation paid is another important right for a museum. An audit of the licensee's records with respect to royalties due under an agreement on a yearly basis by an independent certified public accountant is an option which should be considered. This is even more important in cases where royalties are the basis for payment. If the royalty system is chosen as the basis for payment, it is suggested that the agreement include the right of a museum to audit the records of the licensor to verify the amount received. The museum can request that the agreement provide that if there is more than a five per cent discrepancy between the royalties paid and those actually due, then the licensee will pay for the cost of the audit. An audit can be a significant cost, particularly when the museum is dealing with a foreign company.

Museum's Use of Images

10

It is suggested that the licensing agreement provide the licensing museum with a number of free digital copies for the museum's use. The number will depend on the museum's needs. This will be more important in those cases where the licensee is responsible for making the digitized copy and/or the museum has not already digitized the image. Alternatively, the museum may prefer to digitize its images and license those images to the licensee. This could provide the museum with more control over the use and quality of the images.

Where the licensee is responsible for digitizing the museum's images, the licence agreement should address the purposes for which the museum may use the digital images. It is suggested that the museum should receive a number of free copies for its own use. The number will depend on the museum's needs. It is suggested that the museum's use of the digital images should not be restricted. The museum should be free to use the digitized images for any purpose. This includes earning income from use of the images by others. If the museum will be selling a CD-ROM in its own shop or catalogue, a discounted purchase price should be negotiated so that the museum can profit from the re-sale. Museums may also wish to specify that they retain the right to continue to use the digitized images even after the agreement terminates. A clause to this effect should be included, where appropriate, in any licensing agreement.

Process for Selection

11

An important practical consideration for museums is the process for the research and selection of images and information from the collection for licensing and product creation. One way to do this is to specify the various stages of work in the licensing agreement. For example, in a pilot stage, an initial selection of a minimum to a maximum number of images over a specified period of time could be agreed to (for example, 50 to 100 images over a four-month period). The licensor can be required to participate in the research and selection and to do so on a "reasonable" schedule. In the next stage, the parties could agree to review the pilot program and, if both parties agree, then the licensee could select additional images subject to the terms and conditions of the general agreement.

The museum could also provide a list of works which are available for licensing. The licensee can then choose works from this list to create its products or to sublicense to its customers. It is suggested that the list provided by the museum contain only works which it has the legal capacity to license, either because the museum has the rights to the image and information or because copyright has expired and the works are in the public domain. This is very important. It is vital that museums only license rights which they own.

The identification and selection of images and information will require time on the part of museum staff. The licensing agreement should take this into account and set a realistic timetable to perform this task. It has been noted in commentary on other agreements that most of the difficulties with productions occur when timetables are not met. Dates and deadlines for specific tasks instead of vague obligations to do something in a "timely manner" should be included in the licensing agreement.

The museum should be very careful in defining what is covered by the licensing agreement. Be as specific as possible. What is covered should be clearly set out in the agreement, and, if necessary, in an attached appendix. If the "subject matter" of the agreement is not clear, it may be difficult later to determine exactly what in a museum's collection is covered by the agreement and what is not. Keep in mind that this list can be amended from time to time. The agreement should state that the list can be amended and that when it is amended, it must be in writing.

Delivery 12

Once selected, the images and information will have to be delivered to the licensee. How this will be done should be specified. One suggestion is a clause requiring the museum to deliver the material, prepaid air freight, to the licensee with an inventory stating the number, format and subject matter of the delivery. In turn, the licensee should be required to return the material within a specified time (e.g. 90 days) with a list of which items have been selected for production. The precise nature of a system acceptable to museums should be considered and specified in the licensing agreement. The "medium" which the product may be delivered in is also relevant here. Museums may want to reserve the right to provide the image and related documentation in a format and medium that the museum alone selects.

Insurance 13

Another item which should be set out in the licensing agreement is what happens if images or information are lost during transport between the museum and the licensee. This is usually provided for by a requirement to maintain insurance. The licensing agreement should therefore deal with who is responsible for having insurance and when that responsibility begins and ends.

One option to consider is requiring the licensee to insure each original image for a specified sum. One example is up to \$1,000 per original image and \$100 per duplicate image with a limit of \$100,000 per occurrence. Insurance can be required during the time when material is either held by the licensee or in transit from the licensee. The parties may also want to insert a clause stating that they mutually agree that an estimate of loss or damage may be difficult or impossible and that payment by the insurer is full and final settlement.

Errors and omissions insurance should also be considered. This type of insurance could address any misuse of images and information by the licensee. This could

be important if a museum found itself dealing with an inexperienced or unethical licensee. It is recommended that an insurance professional be consulted to define acceptable coverage.

Credits and Approvals

14

There are a number of matters relating to credits which a museum may want to control for the simple reason that it is the museum's collection which is being used. One clause which could be included in the licensing agreement is a requirement that the museum receive credit in any product using items from its collection. The museum may go so far as to state the exact credit it expects and to set out the wording in the agreement. This obligation should be passed on to sub-licensees.

Another issue relating to crediting a museum is the licensee's use of the museum's reputation to promote the products created using the museum's collection. Should the licensee have the right to use the name, likeness, biography and trademarks of the licensor to promote, advertise and market the products and services under the agreement? A museum may wish to reserve the right to prohibit use of its "persona" in some circumstances by qualifying this kind of clause so as to require a licensee to obtain approval, which can be withheld, before using the name, likeness, biography or trademarks of a museum. The need to obtain museum approval should be passed on to sub-licensees as well.

Still another issue concerns the extent to which museums want to control the products produced under the agreement. Things such as the quality of the product, how images are used and in what context, the colour and resolution of an image are factors which can enhance (or harm) a museum's reputation. This control is important not only when the licensee itself produces products but also extends to the use of images by a sub-licensee who selects images from those provided by the licensee. Similar issues apply to museum supplied material. Dropped words or phrases can alter the sense and meaning of commentary. Museums should determine whether they wish to approve the presentation of their images and textual material. Be aware, however, that a licensee may be hesitant to agree to the museum having full approval, as it is the licensee who has the expertise in this area. The licensee may not want the museum to interfere unduly with its work.

Museum professionals should define the level of approval which is necessary to protect the museum's reputation. The licensing agreement will need to define the method of giving that approval and the timetable within which a museum can reasonably be expected to respond. A museum could require that final written approval from the museum be obtained before final production can begin. If deemed necessary, additional control could be achieved by requiring museum approval at specified stages of production. This clause should be developed to reflect the levels of approvals which museums define as necessary in the particular circumstances involved. If the museum thinks it needs control every step of the way, it might want to re-evaluate its relationship with the particular licensee. If the licensee cannot be "trusted" to some extent, it may not be the right licensee for the project. The museum may want to consider other companies. A factor to be considered is the cost to the museum of providing detailed approvals.

Museums should consider whether approval for products produced by the sub-licensee is also necessary. Approval may be even more important with sub-licensees, as the museum may have less knowledge about their experience.

It is reasonable to require that approval (or disapproval) be forthcoming within a certain number of days or to have the agreement specify that approval can be assumed. This clause places the onus on the museum to object. No reply equates to an approval.

Licensing agreements often include a clause that museum approval may not be "unreasonably withheld." This is a vague phrase that can lead to disputes because what is reasonable to one person may be unreasonable to another. This clause is not recommended for a licensing agreement because of its vagueness and because it would not provide sufficient protection for a museum's reputation. On the other hand, a prudent licensee may insist on it to ensure that it is able to proceed with the licensing and that the museum is "somewhat reasonable" with any necessary approvals.

Warranties 15

This section of the licensing agreement addresses the legal ability of a museum to license others to use its collection. The licensee will expect the museum to warrant or represent that it has the legal right to grant permission to make products from its collection. To make this representation and give this warranty the museum must have clearly established rights to the image and/or information.

Ideally, the museum would like to avoid making any warranty statements about the rights status of an object in its collection. The licensee, not surprisingly, will want strong warranty statements from the museum, for example, that the museum warrants that it has full rights, including copyright, to enter into and perform the obligations under the agreement, that no third party's permission is required or, where required, that the museum has obtained the necessary rights and that it has written releases for persons recognizable in any image supplied. The museum should be cautious regarding items in its collection which were donated. The museum might not have the intellectual property rights or a waiver of moral rights in donated material.

One desirable option for a museum is to license only images and written material in which copyright has expired, although this is not always easy to determine. Selecting only "public domain" material for licensing avoids any potential copyright infringement in the products produced under the agreement. Copyright infringement is an issue of critical importance in any agreement involving the production of products using images from a collection of works which are, or were, protected by copyright.

From the museum's perspective it would be preferable to place responsibility on the licensee to secure permission from any rights holders. If so, the licensee should provide the museum with written proof of all such permissions. Should any legal action be brought by a rights holder, this clause would help establish the museum's lack of responsibility. This is not as straightforward as it sounds. Any law suit for copyright infringement will still cost the museum money and time. The museum should provide its assistance in establishing who has the rights to the images and information, but attempt to place any responsibility for errors on the licensee.

Placing responsibility for obtaining copyright clearance on the licensee is recommended for any licensing agreement. This approach is used in the *Sample CD-ROM Licensing Agreements for Museums* prepared by MUSE in the United States. Placing responsibility on the licensee is legally desirable. However, its use should be tempered by the reality that a museum's reputation will suffer if it supplies images for which clearance was not available. A licensee may also prefer to reduce their own costs by dealing only with works that have already been cleared. A museum should strive to assist its licensees by providing images and information it can be relatively sure it has the rights to or for which it knows that the rights have expired.

Defamation

16

The law of defamation is designed to protect a person's reputation, be that person an individual or a corporate entity (such as a museum). It applies when a person or corporate entity is held up to public ridicule or contempt and includes both libel (written defamation) and slander (oral defamation).

One specific warranty suggested for the licensing agreement is that the licensee will not knowingly use the licensed material "in any untruthful manner which would defame the museum." In the event that the museum believes that the licensee has violated this warranty, the museum should be required under the agreement to notify the licensee in writing and the licensee would then be required to take reasonable steps to explain and remedy such use.

Due to the highly sensitive nature of public institutions with regard to their reputations, it is suggested that this specific warranty clause be included in the licensing agreement.

Indemnities

17

An indemnity in an agreement is often closely related to the warranties contained in that agreement. For example, an indemnity could require that the parties warrant to each other that, in the event of a breach of the agreement, the breaching party agrees to indemnify the other party from the consequences of that breach. Consequences include things like loss, damages and legal expenses. Often it is stipulated that legal costs must be reasonable. The payment of interest can also be included. An example is a situation where a museum's representation regarding the copyright status of a work is incorrect and the copyright owner obtains an injunction to stop the licensee from using an image. An indemnity could render the licensor responsible for the consequences of that injunction.

An indemnity clause often protects both the museum and the licensee regarding their respective obligations under the agreement. For example, if a similar agreement was drafted to protect a museum, the agreement would contain a clause under which a licensee would indemnify and hold a museum harmless against any costs, loss, damages, judgements and claims that the museum might incur because the licensee breached the agreement or as a result of a claim by a third party arising from the products created under the agreement.

It should be noted that this kind of indemnity clause would be compatible with a clause which places the onus on the licensee to obtain all the necessary rights clearances (which was suggested above). If the licensee fails to do so, then the licensor would be indemnified for the consequences of that failure. It is suggested that such a clause form part of the licensing agreement to provide maximum protection for the museum.

Limitation of Liability

18

A limitation on liability clause, limiting the amount of money recoverable in the case of a breach to a certain fixed amount, is a common feature of many licensing agreements. To be effective, the stipulated sum must be a genuine pre-estimate of the damages that the innocent party may suffer in the event of a breach and should not be capable of being construed as a penalty clause, in which case it will not be enforced. This can be accomplished by setting out in the agreement itself the rationale for arriving at the stipulated sum. For example, the amount the licensee paid the museum for the right to use the image or information. Also of assistance in such a clause would be a stipulation of different sums in relation to different potential breaches. The limitation of liability usually applies to direct consequences. Indirect, incidental, special or consequential damages are often excluded from such clauses and are therefore fully recoverable. It is suggested that a clause limiting liability be included in the licensing agreement.

General Matters

19

Licensing agreements typically have a general section which contains a number of business matters relating to the agreement. This is usually located at the end of the agreement. Some general matters to be considered for inclusion in the licensing agreement are listed below for review and consideration by museum professionals.

Choosing the Applicable Law

A contract sets out the legal jurisdiction under which the agreement shall be governed and construed. In all cases, there must be a rational reason for the choice of law. The reason should be related to the parties or the events contemplated in the agreement. In the case of the licensing agreement for museums, it is suggested that the laws of the province where the museum is located and the laws of Canada be specified as the applicable law and that the parties agree to submit to the jurisdiction of the courts of the province where the museum is located for the resolution of any dispute that may arise under the agreement. If the licensee is a foreign company, it may insist on the applicable law being a

foreign law. This, of course, is a negotiating point. If the jurisdiction is non-Canadian, be aware that there are different laws in different countries which may affect the museum's and licensee's rights and obligations. This should be discussed with your Canadian lawyer, who may in turn consult with, or suggest that the museum consult with, a foreign lawyer.

Finally, this provision becomes especially important in the Internet environment since a museum often deals with world-wide markets. The absence of a choice of law clause might mean that a museum may be subject to the laws of another or many other countries. While a choice of law clause may not shelter a museum entirely from having the laws of other countries imposed upon it due to third parties claiming intellectual property infringement, the clause may at least define the laws that govern its immediate relationship with its licensee.

Alternative Dispute Resolution

Many types of agreements contain arbitration or negotiation clauses which obligate the parties to submit their disputes to an agreed arbitrator or negotiator. Arbitration or negotiation can be final and be an alternative to resorting to a court. Arbitration or negotiation can also be an initial step in a dispute, which if not resolved, can then be submitted to a court. Because of the cost and time of court actions, arbitrations or negotiation are quickly becoming a part of many agreements. It is suggested that such a clause be part of any standard licensing agreement.

Entire Agreement

It is usual to provide that the agreement constitutes the entire agreement between the parties. The purpose of this clause is to state for the record that there are no representations, warranties, terms or conditions between the parties other than those set out in the agreement. Such a clause is intended to prevent related dealings or agreements between the parties entered into before or after the execution of the agreement, from being used to vary or interpret its provisions.

Waiver

Sometimes the parties want to waive a breach or default of a provision of the agreement. A clause dealing with this usually provides that a waiver of a breach or default will not constitute a waiver of a succeeding breach or default of the

same provision. Another typical waiver clause provides that any delay or omission in exercising any right under the agreement does not constitute a waiver of that right. Such a clause should be considered in light of decisions made with respect to the revocability of the licence.

Time of the Essence

A clause can also be inserted which provides that, in relation to certain events, time is of the essence, in which case time periods and limitations must be strictly observed or else the contract is terminated.

Amendments

Sometimes the parties want to change the agreement. A typical clause providing for this possibility provides that the agreement may be amended only in writing and must be agreed to by an authorized representative of both parties.

Independent Parties

It is usual to provide that the agreement does not create a legal relationship between the contracting parties such as a partnership, joint venture, franchise or any other form of business organization or relationship. Neither party has the authority to create obligations on behalf of the other party except as provided in the agreement.

Survival

It is customary to specifically provide for the survival of an obligation after a contract is terminated. For example, if warranties are to survive after the termination of a contract, then this is specifically stated. In the case of a licensing agreement, survival of warranties would be desirable because the products produced could continue to be used for many years after the agreement terminates. A "survival" clause would provide for the licensee to continue having specified rights and obligations after the termination of the agreement. This clause should also be negotiated in the context of decisions with respect to the term and rights upon termination of the licence.

Severability

If the contract is ever litigated, it is possible that a court could decide that only a part of the agreement is invalid, illegal or unenforceable. To provide for this possibility, an agreement can provide that the invalid, illegal or unenforceable part can be severed from the agreement and the remainder of the agreement continues in full force and effect.

Remedies

An agreement often provides a statement of remedies which are available in the case of a breach. However, there are also general remedies which are available under the law. This legal situation is often addressed by an agreed statement that the remedies expressly stated in the contract shall be in addition to, and not in substitution for, those generally available under the law.

Further Assurances

Including this clause obligates parties to perform further actions or execute further documents after closing or execution, either indefinitely or for a specified period of time. This clause could be important, for example, where a copyright must be registered during the term of the agreement or after the agreement terminates.

Currency

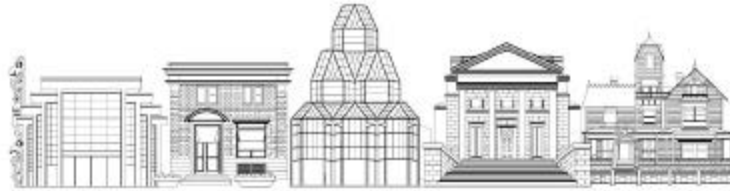
Since licensing agreements involving museum images are often international, it may be wise to insert a clause specifying the currency in which money owing under the agreement is to be paid. This can also come into play where a court awards damages under the agreement. Canadian courts can only give awards for money in Canadian dollars and the conversion date for foreign currencies into Canadian dollars would typically be around the date of the breach. Thus, consideration could also be given to setting some other conversion date in this clause.

Resources

Items for the Checklist have been selected based on a review of other documents on this subject. The following agreements, licences and contracts were reviewed during the preparation of the Checklist:

- Sample CD-ROM Licensing Agreements for Museums developed in the United States by MUSE Educational Media and distributed by the American Association of Museums;
- the Canadian Common and Civil Law editions of the above publication, adapted for Canadian use by CHIN;
- a sample licence agreement used by CORBIS Corporation for the creation of an archive of digitized images from museum collections;
- the CORBIS Corporation media content and delivery contract;
- the CORBIS Corporation media invoice and licence agreement;
- a sample of a licence agreement between COREL Corporation and the National Archives of Canada in the production of a series of CD-ROMs containing images from the holdings of the National Archives of Canada;
- a sample photo licence from Index Stock Photography;
- an agreement used by Academic Press for the creation of a multimedia database of low resolution museum images;
- model standard licences for use of electronic resources by academic institutions and libraries: **www.licensingmodels.com**;
- a glossary of terms used in licensing agreements: **www.pacaoffice.org**;
- a collection of references produced by the American Association of Museums' Rights and Reproduction Information Network: **<http://www.panix.com/~squigle/rarin/5imaging.html>**;

- model forms used by the Israel Museum for a variety of licensing arrangements:
http://www.panix.com/~squigle/rarin/AK.pm/00forms_intro.html;
- an agreement used by the Art Museum Image Consortium to licence access to a large digital library of visual and documentary resources:
<http://www.amico.org/subscribe/docs/AMICO.Museum.Agrmt.pdf>;
- a Web site and newsletter on current copyright issues:
<http://copyrightlaws.com>.



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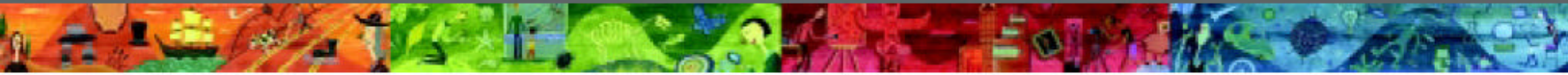
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CREATING AND MANAGING DIGITAL CONTENT			
• Capture Your Collections: A Guide for Managers Planning and Implementing Digitization Projects, 2000, 38pp.,	39000E-00.0	Canada \$26	International CAN\$42 (US\$26)
• Managing Online Heritage Projects , 2002, __pp.,	39200E-00.0	Canada \$__	International CAN\$__ (US\$__)
COLLECTIONS MANAGEMENT			
• Collections Management Software Review - Comparative Analysis , 1401 pp., (includes Criteria Checklist)	77000E-00.0	Canada \$136	International CAN\$218 (US\$136)
• Collections Management Software Review - Comparative Analysis , Microsoft Word 6.0 version on 3.5" diskettes (includes Criteria Checklist)	77100E-00.0	Canada \$99	International CAN\$159 (US\$99)
• Collections Management Software Review - Comparative Analysis , Microsoft Word 6.0 version on CD-Rom (includes Criteria Checklist)	77200E-00.0	Canada \$99	International CAN\$159 (US\$99)
• Criteria Checklist (for the selection of collections management software), 2000, 79 pp.	79000E-00.0	Canada \$30	International CAN\$48 (US\$30)
• Criteria Checklist (for the selection of collections management software), 2000, Microsoft Word 6.0 version on 3.5" diskette	79100E-00.0	Canada \$26	International CAN\$42 (US\$26)
• Product Profiles - Detailed reports for each software package - Price per profile :		Canada \$30	International CAN\$48 (US\$30)
Accession™	73100E-00.0		
ADLIB Museum	74100E-00.0		
ARGUS Collections Management System	74200E-00.0		
Artsystems Collections	74300E-00.0		
COLLECTION for Windows	73200E-00.0		
Collections-Museum™	73300E-00.0		
EmbARK™	72300E-00.0		
GENCAT	72600E-00.0		
Heritage Sentinel	72400E-00.0		
HyperMuséo	73500E-00.0		
KE EMu	74400E-00.0		
Micromusée	72500E-00.0		
MIMS - Museum Information Management System	74500E-00.0		
MINISIS	73600E-00.0		
Multi MIMSY 2000	74600E-00.0		
PastPerfect Museum Software	74700E-00.0		
Re:discovery	73700E-00.0		
SNAP! for Windows	73900E-00.0		
STAR® with the STAR®/Museums Application	74800E-00.0		
The Museum System	72900E-00.0		
The Visual Archiver™	74900E-00.0		
Virtual Collections™	74000E-00.0		
INTELLECTUAL PROPERTY SERIES			
• Best Practices Study of Museum CD-ROM Production , 1998, 63pp.,	38500E-00.0	Canada \$26	International CAN\$42 (US\$26)
• Copyright Guide for Museums and Other Cultural Organizations, 2002, __pp.,	38900E-00.0	Canada \$26	International CAN\$42 (US\$26)
• Licensing Images: Checklist for Museums and Other Cultural Organizations , 2002, 36pp.,	38001E-00.0	Canada \$26	International CAN\$42 (US\$26)
• Like Light Through a Prism: Analyzing Commercial Markets for Cultural Heritage Content, 1999, 64pp.,	38600E-00.0	Canada \$26	International CAN\$42 (US\$26)
• Protecting Your Interests: A Legal Guide to Negotiating Web Site Development and Virtual Exhibition Agreements, 1999, 43pp.,	38700E-00.0	Canada \$26	International CAN\$42 (US\$26)
• Sample CD-ROM Licensing Agreements for Museums - Quebec Civil Law Edition , 1997, 35pp.,	38200E-00.0	Canada \$26	International CAN\$42 (US\$26)
• Sample CD-ROM Licensing Agreements for Museums - Canadian Common Law Edition, 1997, 36pp.,	38100E-00.0	Canada \$26	International CAN\$42 (US\$26)
• The Virtual Display Case: Making Museum Image Assets Safely Visible , 1998, 61pp.,	38000E-00.0	Canada \$26	International CAN\$42 (US\$26)
STANDARDS			
• Capitalization of Data in the PARIS System , 1989, 34pp., (bilingual),	35100B-00.0	Canada \$10	International CAN\$16 (US\$10)
• Classification in the CHIN Humanities Databases , 1995, 106pp.,	36400E-00.0	Canada \$10	International CAN\$16 (US\$10)
• Conservation Documentation Research Project , 1995, 94pp.,	37800E-00.0	Canada \$10	International CAN\$16 (US\$10)
• Data Content Standards: A Directory , 1994, 98pp.,	37400E-00.0	Canada \$10	International CAN\$16 (US\$10)
• Documentation Standards in Contemporary Art , 1993, 137pp.,	37600E-00.0	Canada \$10	International CAN\$16 (US\$10)
• Information Requirements of Users of Natural Science Collections in Quebec , 1995, 227pp.,	37700E-00.0	Canada \$10	International CAN\$16 (US\$10)
• Object Name and Related Standards , 1994, 58pp.,	35700E-00.0	Canada \$10	International CAN\$16 (US\$10)
• Religious Objects - User's Guide and Terminology , 1994, 143pp., (bilingual),	37300B-00.0	Canada \$30	International CAN\$48 (US\$30)
REFERENCE			
• Information Technology in Canadian Museums: A survey by the Canadian Heritage Information Network, 2001, 198pp.,	39100E-00.0	Canada \$30	International CAN\$48 (US\$30)

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