



CHIN/VMC MEMBERSHIP PACKAGE

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The *CHIN/VMC Membership Package* provides information on the benefits and obligations associated with membership in the *Canadian Heritage Information Network (CHIN)* and the *Virtual Museum of Canada (VMC)*. After reading the introductory *CHIN/VMC Membership Overview* in PART A to determine the most suitable category of membership for your institution, please complete the *CHIN/VMC Membership Application* in PART B and sign the *CHIN/VMC Membership Agreement* in PART C. Institutions that wish to become *Contributing Members* must also complete and sign the *CHIN Agreement with Contributing Institutions* in PART D.

Please submit all completed sections to:

Canadian Heritage Information Network

Attention: Member Services

15 Eddy (15-4-A)

Gatineau, Quebec

K1A 0M5

Or by fax to: (819) 994-9555

Please do not hesitate to contact us should you require any additional information.

PART A

CHIN/VMC MEMBERSHIP OVERVIEW

CHIN and Canadian heritage institutions work together to strengthen our collective ability to create, present and manage Canadian online content. This collaboration has resulted in the internationally valued Web site for heritage professionals at www.chin.gc.ca, and the highly successful VMC portal at virtualmuseum.ca.

Public, not-for-profit, Canadian museums and other heritage organizations are invited to reap the many benefits of CHIN membership, including participation in the VMC. Membership is available at no cost to eligible institutions. You can register in one of the following categories: *Contributing*, *Basic* or *Associate* Member.

1. MEMBERSHIP BENEFITS

1.1 All CHIN/VMC Members benefit from:

Marketing Initiatives

Extensive marketing efforts are deployed to heighten the collective profile of member institutions in schools and among the domestic and international Web surfing public (e.g. billboard campaigns, press relations, online marketing, contests, search engine optimization).

VMC Investment Program

All members are eligible to submit proposals for the creation of VMC content, either solely in the applying organization's name or on behalf of a group of partnering institutions. *Program Guidelines* are posted at www.chin.gc.ca.

Help Desk

All members may access CHIN's multifaceted expertise and ongoing technical support through email at service@chin.gc.ca, or by telephone at (819) 994-1200 or 1 800 520-2446.

Input

All members of the Network have an important voice in shaping CHIN initiatives, and can participate in the development of programs.

Discounts

All Members benefit from discounts negotiated by CHIN (e.g. conference registrations, CHIN events).

Updates

All Members receive regular updates, by electronic and regular mail, regarding the many products and services CHIN offers the heritage community.

Other Benefits

Other membership benefits include priority placement in CHIN events where feasible, and, resources permitting, free copies of new CHIN publications.

1.2 Exclusive benefits for *Basic* and *Contributing* Members:

Presence in the VMC

Basic and *Contributing* Members can ensure a visible presence in the VMC by submitting entries to sections such as *Find a Museum*, *Calendar of Events*, and *Teachers' Centre*. In addition, *Contributing* Members have their records featured in the *Artefacts Canada* professional resource, and any images linked to those records will be featured in the VMC's *Image Gallery*. New records can be submitted at any time.

Community Memories Program

Basic and *Contributing* Members with no more than two full-time paid staff, including institutions that are entirely volunteer-run, are eligible to submit proposals for the creation of a *Community Memories* online local history exhibit. *Program Guidelines* are posted at www.chin.gc.ca.

Internet Support

Basic and *Contributing* Members are eligible to benefit from either of the following options:

INTERNET ACCESS AND TRAINING: Members that wish to benefit from Internet access support can be reimbursed for up to \$300 a year. Members that choose this option are also eligible to benefit from Internet training support up to \$400.

OR

ENHANCED INTERNET TRAINING: New Members that choose this option are eligible for up to \$750 in Internet training support.

2. MEMBERSHIP CRITERIA

- 2.1 To be eligible to become a *Basic* or *Contributing* Member, heritage institutions must be public, not-for-profit, permanent establishments, exempt from federal and provincial government income taxes, open to the public and administered in the public interest, for the primary purpose of conserving and preserving, studying, interpreting, assembling and exhibiting to the public, for its instruction and enjoyment, objects and specimens of educational and cultural value, including artistic, scientific (whether animate or inanimate), historical, and technological material. Heritage institutions thus defined include museums, art galleries, art exhibit centres, botanical gardens, zoological parks, aquaria, planetaria, historical society museums and historical houses, preservation projects, and sites which meet the requirements set forth in the preceding sentence.
- 2.2 *Basic* and *Contributing* Members provide information about the institution, the scope of its collections and upcoming events to the *VMC Institution & Events Guide* database (referred to as the *Guide*). This data is made available to the public through the VMC's *Find a Museum*, *Calendar of Events*, and *Teachers' Centre* sections. This data will also be made available to the public through the CHIN Web site as part of a new professional directory.
- 2.3 *Basic* Members reach *Contributing* Member status once they have contributed a cumulative total of at least 1000 collection records to *Artefacts Canada* (or all their collection records if they possess fewer than 1000 objects). Regardless of the number of collection records already contributed, institutions can upload additional records at any time. *Artefacts Canada* records to which images have been linked are also shared with the public through the VMC's *Image Gallery*.
- 2.4 Canadian, not-for-profit heritage organizations that are **not** open to the public may be eligible to become *Associate* Members. *Associate* Members provide information about the organization and its programs to the *Guide*. This data will be made available to the public through the CHIN Web site as part of a new professional directory.

3. RESPONSIBILITIES

- 3.1 **All Members** must complete and return the *CHIN/VMC Membership Application* (see PART B) and must sign and return the accompanying *CHIN/VMC Membership Agreement* (see Part C). Institutions that wish to become *Contributing* Members must also sign and return the *CHIN Agreement with Contributing Institutions* (see Part D).
- 3.2 After submitting their application, eligible institutions will receive a user name and password allowing them to

customize their presence in the VMC. **All Members** must complete an entry in the *Guide* prior to being eligible to submit proposals to the *VMC Investment Program*.

- 3.3 *Basic* and *Contributing* Members must complete an entry in the *Guide* prior to receiving reimbursement for their Internet training or Internet access. (Proof of payment must be provided. Maximum amounts are defined above in SECTION 1.2.) A complete entry includes institution and collection descriptions as well as events/exhibition information. Entries in the *Guide* must be updated on a regular basis. Members are strongly encouraged to provide images in order to enhance their entries.
- 3.4 *Basic* and *Contributing* Members with no more than two full-time paid staff, including institutions that are entirely volunteer-run, must complete an entry in the *Guide* prior to being eligible to submit proposals to the *Community Memories* program.

4. COSTS

There are no membership fees. CHIN views the information contributed by members as equivalent to a fee.

Please continue to Part B and complete the *CHIN/VMC Membership Application*.

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PART B

CHIN/VMC MEMBERSHIP APPLICATION

Please complete the following fields, sign the attached *CHIN/VMC Membership Agreement* (PART C), and return to CHIN.

5. INSTITUTION

Name: _____

Address: _____

Mailing Address (if different from above): _____

Telephone: _____ Fax: _____ GST/HST or Bus. #: _____

Email: _____

Web Site: _____

Choose one of the following to describe your institution? (See PART A, Section 2.1 and 2.4 for details.)

- 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.
- A Canadian not-for-profit heritage organization that is not open to the public.
- Neither

6. DIRECTOR

Name: Mr / Ms / Mrs / Miss _____

Telephone: _____ Email: _____

Preferred language of correspondence: English French

7. MARKETING/COMMUNICATIONS CONTACT

Name: Mr / Ms / Mrs / Miss _____

Telephone: _____

Email: _____

Preferred language of correspondence: English French

8. MEMBERSHIP CATEGORY AND *GUIDE* ID

For which CHIN/VMC membership category is your institution eligible?

(Please refer to Part A, SECTION 2 for details):

Basic Member

Contributing Member

Associate Member

Have you received a CHIN/VMC information package?

Yes

No

Have you received a previously assigned *Guide* ID providing access to the VMC Institution & Events *Guide* database?

Yes (# gu_____)

No

9. ASSOCIATIONS

Which, if any, of the following associations is your institution a member?

Association Museums New Brunswick

Association of Manitoba Museums

British Columbia Museums Association

Canadian Museums Association

Community Museums Association of Prince Edward Island

Federation of Nova Scotian Heritage

Museums Alberta

Museums Association of Newfoundland and Labrador

Museums Association of Saskatchewan

Ontario Association of Art Galleries

Ontario Museum Association

Société des musées québécois

Yukon Historical and Museums Association

Other: _____

10. THE VMC INSTITUTION & EVENTS GUIDE DATABASE (THE *GUIDE*)

(Mandatory membership requirement)

Your entry in the *Guide* is visible to the public in the VMC's *Find a Museum*, *Calendar of Events* and *Teachers' Centre* sections. It will also be visible on the CHIN Web site as part of a new professional directory. *Guide* entries and updates are completed by Members through the CHIN Web site at www.chin.gc.ca.

Designated *Guide* contact:

Name: Mr / Ms / Mrs / Miss _____

Title: _____

Email: _____

Telephone: _____

Fax: _____

Preferred language of correspondence: English French

Information update schedule:

Members must regularly update their entries in the *Guide*. Please indicate your preferred schedule. The database will automatically delete event entries upon their closing date.

- Monthly
- Quarterly
- Semi-annually

Language of entries:

Institutions may enter information in the official language or languages of their choice. Audiences will be able to conduct searches in either language. Please indicate the preferred language(s) of entry for your institution. Note that CHIN will not translate entries submitted in only one language.

- English
- French
- Bilingual - English first
- Bilingual - French first

11. LEARNING WITH MUSEUMS

Members are invited to catalogue their online educational materials in this unique search engine that helps teachers find learning resources available on Canadian heritage institutions' Web sites. *Learning with Museums* key component of the VMC's *Teachers' Centre*. Entries and updates in *Learning with Museums* can be completed through the CHIN Web site at www.chin.gc.ca.

Designated *Learning with Museums* contact:

Name: Mr / Ms / Mrs / Miss _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

Preferred language of correspondence: English French

12. ARTEFACTS CANADA

(Contributing Member requirement)

This online professional resource contains millions of object records contributed by CHIN member institutions. Records to which images have been linked also appear in the VMC. Contributions and updates to *Artefacts Canada* can be completed through the CHIN Web site at www.chin.gc.ca.

Does your institution use an automated collections management (CM) system?

Yes

No

If "Yes," what CM software do you use? _____

Estimated number of objects in your collection: _____

Designated *Artefacts Canada* contact:

Name: Mr / Ms / Mrs / Miss _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

Preferred language of correspondence: English French

13. INTERNET SUPPORT OPTIONS

(Extended to *Basic* and *Contributing* Members only – Please see PART A, Section 1.2 for details)

Option A - Internet Training and Internet Access Support

Option B - Enhanced Internet Training Support

Internet support declined

You must also complete, sign and return the *CHIN/VMC Membership Agreement* in Part C. Institutions that wish to become *Contributing* Members must also complete, sign and return the *CHIN Agreement with Contributing Institutions* in Part D.

PART C

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.
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 1.2 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 1.2 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

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

PART D

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,

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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

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

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