

Library and Archives – Canadiana.org
Hosting digital version of microform collection
Terms of Agreement under the auspices of the June 2010 MOU

Background

This agreement is between Library and Archives Canada (LAC) and Canadiana.org (Canadiana).

Whereas LAC has approximately 60,000,000 pages of historical records on microform tape (the collection) which is in high demand by the public.

Whereas LAC wishes to make the collection accessible online.

Whereas Canadiana, a not-for-profit corporation has been collaborating with LAC since the mid-1970s to preserve LAC collections and make them widely accessible, initially in microfiche formats.

Whereas Canadiana operates a modern, robust and scalable trusted digital heritage preservation repository providing access to online collections and is therefore well positioned to provide a reliable hosting service for the LAC Microform Collection.

Project Details

Upon execution of this agreement the parts of the collection already digitized and free of rights restrictions, will be provided to Canadiana by LAC on portable hard drives.

LAC will digitize no less than two thirds (2/3) of the total collection and provide the images to Canadiana on portable hard drives.

Canadiana will digitize no more than one third of the collection 1/3. A detailed statement of the work will be attached to this agreement via a schedule(s).

LAC will facilitate Canadiana's access to the microfilm reels for digitization purposes.

Canadiana will host the collection, as it is received, in its online digital repository.

Canadiana will develop and host a bilingual web portal to provide online access to the collection.

Canadiana will transcribe parts of the records to create metadata vastly improving searching aids and the value of the collections to researchers and other users.

Fees, costs and intellectual property

Canadiana will host the digital versions of the microform collections at no charge to LAC.

Canadiana will have exclusive rights to host and make accessible online this collection for a period of 10 years (exclusivity period) upon execution of this agreement.

LAC will keep offering physical access to its microfilm collection in its reading rooms. During the exclusivity period, Canadiana will charge access fees to other institutions and individuals to fund the online collection hosting, web portal development and ongoing operations.

Canadiana will provide a phased release the collection to the public for free access during the exclusivity period. At the end of each year during the exclusivity period, Canadiana will provide free access to no less than 10% of the microfilm collection on a cumulative basis. At the end of the exclusivity period, the entire collection will remain freely available to the public from Canadiana's servers.

At the end of the exclusivity period, Canadiana will provide LAC with a copy of the digital images and all metadata or any other type of navigation or finding aid to LAC and will grant LAC with a license to use them as described in Article 2.4 of the June 2010 MOU. Article 2.4, Intellectual Property, states as follows:

If any intellectual property subsists in the bibliographic data in the bibliographic data that may be created in the performance of this MOU, it shall vest in Canadiana [Canadiana].

In respect to any intellectual property that vests in any of the material or bibliographic data subject to this MOU, Canadiana grants LAC and its patron [the public] a nonexclusive, world-wide, royalty free license to reproduce, adapt, translate, make available and communicate to the public by telecommunication the Canadiana bibliographic data and contents of the material to public over the Internet.

The license granted by Canadiana to LAC in article 2.4.2 shall survive and run for the duration of the copyright protection in the Canadiana bibliographic data even in the event Canadiana and LAC terminate this MOU or any sub-agreement made pursuant to it, or any other agreement between them.

LAC shall in no way be responsible for and Canadiana shall indemnify LAC against any third party infringement or claim of infringement as a result of it or its patrons exercising the license granted to it in article 2.4.2.

Canadiana shall be responsible for identifying and clearing all third party rights in any content created and uploaded to LAC pursuant to this MOU. This provision shall survive the termination of this MOU.

Communications

The participants will agree upon a communications protocol at the outset of the project.

The participants will work together to announce the MOU

The participants will provide necessary staff for meetings, events, or promotional and communications activities related to the project.

Canadiana and LAC will participate jointly in the access to the microfilm collection.

Amendment, Withdrawal and Termination

This agreement could be terminated, withdrawn from or amended separately or jointly with the June 10, 2010 MOU between Canadiana and LAC under the regime prescribed by Article 8 of the aforementioned MOU. Article 8 of the June 10, 2010 MOU includes the following provisions:

This MOU may be amended or varied upon the mutual written consent of the Participants.

This MOU may be terminated at any time, with the mutual written consent of the Participants.

Either Participant may withdraw from this MOU upon presentation of six (6) months written notice to the other Participant.

Contacts

s.19(1)

LAC Project Manager: [Redacted]

Canadiana Technical: [Redacted]

Canadiana Collection Manager: [Redacted]

Canadiana Project Manager: [Redacted]

[Redacted signature area]

For Library and Archives Canada
Fabien Lengellé

Date: 7 May 2013

[Redacted signature area]

For Canadiana.org
Leslie Weir, President

Date: 7 May 2013

[Handwritten Signature]

For Canadiana.org
Ron Walker, Chief Executive Officer

Date: 7 May 2012