

MEMORANDUM OF UNDERSTANDING

BETWEEN:

The Government of Canada, as represented by Library and Archives Canada

AND

Canadiana.org, a registered Canadian charity

CONCERNING the long-term preservation of and access to published and archival
Canadiana

INTRODUCTION

This Memorandum of Understanding (MOU) is between the Government of Canada, as presented by Library and Archives Canada (LAC) and Canadiana.org (CO), a registered Canadian charity, hereinafter referred to as the "Participants".

This Memorandum of Understanding including all appendices listed and attached shall govern all matters of access and use of all materials created by CO and deposited with LAC under this Agreement.

LAC is a body established by the *Library and Archives of Canada Act*, S.C. 2004, whose mandate includes acquiring, describing, making accessible and preserving Canada's documentary heritage including materials published in Canada or published abroad of Canadian interest or Canadian archival materials for the use of the Canadian public;

CO is an independent, not-for-profit agency, registered as a Canadian charity. It recognizes that it is vital to have a Canadian vision to present our cultural and scientific heritage in its bilingual and multicultural variety to our citizens and to the world, and to develop a comprehensive plan to provide Canadian Society with enduring digital access to that heritage.

LAC and CO share a relationship in that LAC is one of three Permanent Institutional Members of CO.

LAC and CO have agreed on the mutual positive benefits for the Canadian public and for the Canadian library and archival communities of cooperating in CO's development of facsimiles of Canadiana.

It is desirable that CO, because of the collections, services and other resources of LAC, use an identified area at LAC as part of its base for its operations, during various projects;

It is the mandate of CO to prepare descriptions and provide access to collections of facsimiles of Canadian publications, printed documents and other documentary materials, and its intention to prepare other listings, metadata and finding aids as required to facilitate the use of the said collections;

It is the intention of CO to make available to supporting institutions standardized cataloguing data for those items included in its collection;

LAC has an interest in obtaining this bibliographic and other metadata for its own use and for addition to the national bibliography and national bibliographic database;

LAC has an interest in acquiring these facsimiles and providing long term access to them for the benefit of Canadians;

LAC has an interest in undertaking digital initiatives with other institutions with principles of giving priority to Canadian content reflecting Canada's linguistic duality and cultural diversity, having an appropriate management regime, quality controls based on LAC-specified production and preservation standards and best practices, maximum public access within a framework of respect for copyright including free and open access to

public domain and public sector content and authenticity and attribution of original source material;

CO and LAC share an interest in ensuring the long term preservation of and access to published and archival Canadiana in all formats.

1. DEFINITIONS

1.1 Arrangement – the specific agreement reached between LAC and CO as evidenced by the terms of this MOU.

1.2. Materiel - means all data, metadata, archival records, publications, photographs, artworks, documents, items and content no matter the format in which it is provided, whether documentary, microfilm, digital, or photographic, including publications, historical artefacts, and any other item of historical interest covered by the terms of this MOU.

1.3 Participants to this MOU – means LAC and CO

1.4 Statement of Work (SOW) – means any sub-agreement made pursuant to this MOU

2. OBJECTIVES AND SCOPE

2.1 LAC will provide

2.1.1 Guidance to CO on the acquisition by LAC of material, including facsimiles (microform and digital) items acquired by legal deposit and by donation and purchase for long-term preservation and access purposes;

2.1.2 Accommodation for CO staff-members involved with bibliographic searching and cataloguing, microfiche distribution, digitization, preservation and access, and administration at 395 Wellington Street, Ottawa, Ontario;

2.1.3 The work to be done on various projects by CO will be detailed in an SOW for each specific project agreed upon, pursuant to this MOU. Each SOW will include specific provision for the location at which the work done under it is to be carried out;

2.1.4 Communication of changes from LAC to CO regarding changes, particularly, but not limited to IT, insofar as it may affect the digitization being carried out by CO. Types of changes would include, but are not limited to cataloguing, methodology, subjects and authorities, digitization standards, and preservation standards;

2.1.5 Reasonable efforts to provide training of CO's staff in response to changes in standards and policies affecting acquisitions, metadata, and preservation;

2.1.6 Access to AMICUS and its successor systems and related informatics support services;

2.1.7 Monitor the handling and care of the archival records during the scanning undertaken by CO, including the ability for LAC to request an immediate stop of scanning activity if the LAC archival records handling and care procedures are not followed to the satisfaction of designated LAC staff; and

2.1.8 Provide oversight of security measures to meet LAC and Treasury Board guidelines and policies (e.g. proper storage and handling of documents);

2.1.9 Access to services and collections of LAC, as set out in specific Statements of Work (SOWs) to be signed as sub-agreements to this MOU. These SOWs will describe the scope and terms of each specific project that the parties agree will be conducted as a sub-agreement of this MOU, and pursuant to its terms;

2.1.10 Long-term preservation of preservation masters produced by CO, subject to all the powers and authorities provided to the Librarian and Archivist by the *Library and Archives of Canada Act*.

2.2 CO will provide

2.2.1 Training of its cataloguers in the use of cataloguing or classification tools and files as are deemed appropriate by LAC and CO;

2.2.2 Coordination with the Security Industrial Operational Division of Public Works and Government Services Canada to ensure satisfactory confirmation of an appropriate security clearance for all CO personnel working on LAC premises to LAC prior to commencement of work on the project covered by this MOU;

2.2.3 Internal management of its operations including the quality control of the research, production (digitization), bibliographic descriptions, record creation and metadata;

2.2.4 Facsimiles produced conforming to standards adapted for digitization as described in information provided by LAC;

2.2.5 Bibliographic and appropriate metadata conforming to agreed upon standards;

2.2.6 Preservation archival masters for LAC's collections and Trusted Digital Repository conforming to agreed upon standards;

2.2.7 A subscription to LAC to the web-services offered by CO, included in the membership fees paid annually by LAC arising out of its participation as a Permanent Institutional Member of CO;

2.2.8 A license permitting LAC to have the digitized images made pursuant to this MOU by CO and available through its web-services made available, as part of the reference services offered by LAC, on the public computers installed in the reference room at 395 Wellington Street, Ottawa, Ontario for use by the public;

2.2.9 An agreement permitting LAC to post on its web-site the facsimiles produced by CO under this MOU, at the same point in time at which CO makes the facsimiles publicly available to non-subscribers through its web-site.

2.2.10 An agreement permitting LAC to repurpose the metadata received from CO for other purposes.

2.3 Outcomes/Deliverables

2.3.1 A comprehensive set of CO facsimiles deposited with LAC;

2.3.2 Descriptive and other metadata provided to LAC for these titles;

2.3.3 LAC will act as a Trusted Digital Repository for CO's digital facsimile titles;

2.3.4 The preservation microform masters produced by CO of Canadian publications and printed documents will be protected by LAC.

2.4 Intellectual Property

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

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

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

2.4.4 LAC shall in no way be responsible for and CO 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.

2.4.5 CO 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.

2.5 Privacy and Access to Information Issues

2.5.1 The Participants concur that the records to be digitized by CO may include government records subject to the *Library and Archives Act* and related regulations. Any access to or use of these records will be in accordance with the legislation to which LAC is subject.

2.5.2 The Participants acknowledge and agree that any use made of these records will meet the requirements of the *Access to Information Act* and the *Privacy Act*.

3. FINANCIAL ARRANGEMENTS

- 3.1 This MOU will not impose any financial responsibilities on its Participants, except that each Participant will be responsible for the funding costs it incurs in its own interest, related to the support of this MOU.

4. LIABILITY

- 4.1 LAC and its employees and agents will not be held liable for any injury, including death to any person, or for any loss or damage to property of CO or for any obligation of CO or anyone else, incurred or suffered by CO or its employees, agents or voluntary workers in carrying out the Project, including where CO has entered into loans, capital leases or other long term obligations in relation to this MOU;

5. DISSOLUTION OF CO

- 5.1 LAC shall be a party to any discussion of assignment of CO's assets and of this MOU in the event of dissolution, and
- 5.2 LAC shall receive forthwith any materials created in connection with the work described in this MOU, or in any SOW made pursuant to it, immediately prior to dissolution of CO, and will thereupon receive full ownership rights to it.

6. MONITORING AND EVALUATION

- 6.1 CO will provide, by no later than the end of the third quarter of each calendar year, an annual work plan for the upcoming calendar year, setting out the nature of work it proposes to conduct, pursuant to this MOU, the scope of such work, and any additional information which ought to be communicated to LAC in connection with the proposed work-plan, to permit a proper evaluation of it.
- 6.2 There will be bi-lateral meetings held, on a minimum, twice annually, but more often if required, to evaluate the functioning of this MOU and any SOWs made pursuant to its terms. These meetings will take place between a designated staff member of LAC and a designated representative of Canadiana.org.
- 6.3 Any issues of concern or notification of changes that may affect the functioning of this MOU will be communicated in a timely manner by the designated staff member of LAC and the designated representative of CO to his or her counterpart.

7. NOTICE

- 7.1 Any notice, information or document required under this Arrangement will be deemed given if it is delivered, sent by facsimile, email or mail. Any notice delivered, sent by facsimile or email will be deemed to have been received one working day after it is sent; any notice that is mailed will be deemed to have been received eight (8) working days after being mailed. All notices must be sent to the following addresses:

Library and Archives Canada

550 de la Cité Blvd.
Gatineau, Québec
K1A 0N4

819-934-5790 (telephone)
819-934-4422 (fax)

Contact: Mr. Doug Rimmer, Assistant Deputy Minister, Acquisitions Sector

Canadiana.org

440 Laurier Avenue West, Suite 200
Ottawa, Ontario
K1R 7X6

(613) 235-2628 (telephone)
(613) 235-2952 (fax)

Contact: Mr. Ron Walker, Executive Director

8. AMENDMENT, WITHDRAWAL AND TERMINATION

- 8.1 This MOU and the three Appendices to it, identified as A, B and C respectively form the complete framework within which the parties have agreed to operate.
- 8.2 This MOU may be amended or varied upon the mutual written consent of the Participants
- 8.3 This MOU may be terminated at any time, with the mutual written consent of the Participants
- 8.4 Either Participant may withdraw from this MOU upon presentation of six (6) months written notice to the other Participant.

9. MEDIATION

- 9.1 If a dispute arises out of, or in connection with this MOU, and the parties do not resolve some or the entire dispute through negotiation, then the parties agree to attempt to resolve the dispute through mediation.

10. DURATION OF THE MOU

- 10.1 The Participants accept to review this MOU after it has been in effect for five (5) years;

11. **EFFECTIVE DATE AND SIGNATURE**

This MOU becomes effective upon the date of the last signature to it.

s.19(1)

For Library and Archives of Canada:



(Name & Title of signatory)
Doug Rimmer, Assistant Deputy Minister
Acquisitions Sector

JUN 02 2010

(date)

For Canadiana.org :



(Name & Title of signatory)
Lynn Copeland, President
Canadiana.org

June 17 / 2010
(date)

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APPENDIX "A"

METADATA STANDARDS

Library and Archives Canada and Canadiana.org have a Memorandum of Understanding concerning the long-term preservation and access to published and archival Canadiana together with a number of Agreements with respect to Co-location and Accommodation, the provision of Informatics Support and Deposit. This agreement is intended to address how the two organizations intend to ensure attainment of their shared, common objective of describing published and archival Canadiana, Canada's documentary heritage, to accepted standards in order to improve public access to collections of facsimiles of Canadian publications, printed documents and other documentary materials.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Metadata Standards and Practices

- 1.1 The Parties agree that during the term of this Agreement, it would be of mutual benefit to the Parties to have employees of CO aware of changes to cataloguing, bibliographic searching, archival description and other metadata standards and practices.
- 1.2 LAC shall during the period of the Agreement provide CO with information and training to CO Designated Personnel with respect to changes to cataloguing, classification, bibliographic searching, archival description and other metadata standards, policies and practices. For example the Anglo-American Cataloguing Rules may be replaced as a bibliographic standard by Resource Description and Access (RDA).
- 1.3 LAC shall during the period of the Agreement provide CO with training on the use of LAC's integrated system, AMICUS and its successor systems.

2. Content of Records Created by CO

2.1 Bibliographic Standards Used in 2008

- Anglo-American Cataloguing Rules, 2nd edition, revised, 1998
- MARC 21
- Dewey, latest edition
- Library of Congress Classification Schedules
- Canadian Subject Headings
- Répertoire de vedettes-matière (Université Laval)
- Any new standards that may in future be widely adopted or recognized among librarians and information management professionals

2.2 LAC Cataloguing Policies Applied

- Bilingual Cataloguing Policy of Library and Archives Canada
<http://www.collectionscanada.gc.ca/cataloguing-standards/040006-1103-e.html>
- Resource Description for digital Publications: Policies and Recommendations
<http://www.collectionscanada.gc.ca/cataloguing-standards/040006-1103-e.html>

2.3 Bibliographic Description:

A. Bibliographic descriptions will include detail corresponding to the second level of bibliographic description in AACR2 (presented in a schematic illustration, below), plus:

- Uniform titles as required
- Imprint, consisting of data pertaining to the original publication, including original place of publication
- Collation
- Series statement recording the C.I.H.M. / CO series number
- Notes containing information pertaining to the original series as required
- Note containing information pertaining to the Microfiche publication
- General bibliographic notes as required
- Note naming the holder of the original copy
- ISBN

Second Level of Description in *Anglo-American Cataloguing Rules*

The second level of description includes the elements set out in this schematic illustration:

Title proper (general material designation) = parallel title: other title information / first statement of responsibility; each subsequent statement of responsibility. – Edition statement / first statement of responsibility relating to the edition. – Material (or type of publication) specific details. – First place of publication, etc. : first publisher, etc., date of publication, etc. – Extent of item : other physical details; dimensions. – (Title proper of series / statement of responsibility relating to series; numbering within the series).

B. Optionally, the LAC Web Resource Discovery Policy may be applied, as it relates to digitized publications. This policy provides for the use of a bibliographic record for the resource in its original medium, if available and adequate for access. Details of the digitized resource (including the URL) are added to the record for the original medium.

Sample bibliographic records are appended, below.

2.4 Access Points:

Access points provided will include: Main entry; all name added entries; title and other title added entries; series added entries; subject added entries for names of persons or corporate bodies used as subjects (established in the language of the publication); full Dewey classification; ISBN; C.I.H.M. / CO series number; Canadiana Control number, Master Negative Number (as described in *Guidelines for preservation microfilming in Canadian Libraries*, Ottawa, National Library, 1993); Uniform Resource Locator (URL) for digital publications.

CO will not add name authority headings to the LAC database, but will maintain the ones CO already created.

2.5 Coding Level

Coding will conform to MARC 21.

3. Intellectual Property

3.1 The metadata produced in the performance of this Agreement is the property of CO.

4. Relationship

- 4.1 Designated Personnel shall at all times be employees of CO and shall at all times perform work as employees of CO and not LAC. Designated Personnel are not employees, secondees, contractors, partners or agents of LAC and no such relationship shall be created or will be deemed to be created by this Agreement or by any action of the Parties under this Agreement. CO shall advise Designated Personnel not to represent himself or herself as having been or being in any such relationship with LAC. Designated Personnel will have no authority to bind LAC whatsoever.
- 4.2 Except as specifically provided for in this Agreement, Designated Personnel shall not be entitled to the rights or privileges applicable to employees of LAC. In no case shall Designated Personnel be entitled to LAC benefits such as paid vacation, group life, health and dental benefits, employer Registered Retirement Savings Plan contributions, incentive pay, retention bonuses or such other benefits as may from time to time be available to LAC employees. LAC shall have no obligation at any time to provide Designated Personnel with benefits as described above or to provide comparable benefits or allowances in substitution applicable, CO shall be responsible and liable (and LAC shall have no responsibility or liability) for deduction and remittance or payment to the proper authorities of all income taxes, Goods and Services Tax, employment insurance premiums, Canada Pension Plan contributions, Workers' Compensation assessments and all other statutorily required withholdings and remittances relating to the employment or engagement of Designated Personnel.

5. Confidentiality

- 5.1 In this section:

"Confidential Information" means any information exchanged in the context of the co-location and identified or reasonably identifiable as confidential or proprietary information of either Party concerning any of its business or any other interests or information not generally available to third parties including, but not limited to: financial information, business plans, marketing and sales plans, venue plans, budgets, internal reports, strategies, agreements, licenses, employee or contractor information, sales and sponsorship records and forecasts, software, drawings and specifications, intellectual property, costing and supplier information and any and all revisions and improvements relating to the above information (in each case whether or not reduced to tangible form) and any confidential or proprietary information owned by a third party and provided to a Party and which the Party has agreed to keep confidential or which by its nature ought reasonably to be kept confidential.

"Disclosing Party" means the Party who discloses any of its Confidential information to the other Party; and

"Receiving Party" means the Party who receives Confidential Information from the other Party.

- 5.2 Each Party agrees to:

- (a) maintain in strict confidence and not disclose to any third party any Confidential Information to the Disclosing Party, unless the sharing of such Confidential Information has been approved by the Disclosing Party and then only provided such Confidential Information is disclosed under the terms of a confidentiality agreement or other conditions of non-disclosure;

- (b) use Confidential Information of the Disclosing Party solely for the purpose for which it was disclosed; and
 - (c) follow all policies and procedures of the Disclosing Party which may be implemented and communicated to the Receiving Party from time to time regarding the safeguarding and/or disclosure of Confidential Information, unless such policies or procedures are inconsistent with any applicable law or court order.
- 5.3 Confidential Information (and any notes, summaries or any other representations of the Confidential Information, whether in written or electronic form) of the Disclosing Party shall be returned to the Disclosing Party by the Receiving Party upon the Disclosing Party's request. Notwithstanding the foregoing, where the Receiving Party is LAC, the Receiving Party may, in order to comply with any law or Government of Canada policy that may be applicable, retain a copy of the Disclosing Party's Confidential Information (and any notes, summaries or any other representations of the Confidential Information, whether in written or electronic form), provided that such copy is kept in strict confidence and is disclosed only where such disclosure is authorized, required or ordered pursuant to any applicable law or to a court order.
- 5.4 The Parties acknowledge that they each are and will be in possession of personal information. Each Party agrees not to disclose any personal information that it may receive from the other Party, except with the written consent of the individual to whom the information pertains or in accordance with any applicable law or with a court order.
- 5.5 Notwithstanding anything contained in this section 3, and although information may be marked or characterized as "Confidential", the Parties' obligations contained in this section 3 shall not apply to information that:
 - (a) is in the public domain at the time of its disclosure by the Disclosing Party to the Receiving Party or later becomes publicly available without breach of this Agreement;
 - (b) is already known to and in the rightful possession of the Receiving Party prior to its disclosure by the Disclosing Party;
 - (c) is rightfully obtained by the Receiving Party from a third party having the right to disseminate the information without restriction on disclosure; or
 - (d) is independently developed by the Receiving Party without any of the Disclosing Party's Confidential Information being used by the Receiving Party when developing the information;
 - (e) may or must be disclosed pursuant to any applicable law or to a court order, in which event the Receiving Party shall make reasonable efforts to give notice to the Disclosing Party prior to any disclosure.
- 5.6 Nothing in this Agreement shall be interpreted so as to preclude LAC from disclosing information that LAC may be authorized, required or ordered to disclose pursuant to any applicable law or court order. Any such disclosure shall at no time be considered to constitute a breach of this Agreement.
- 5.7 In the event where the Project, as defined in the Parties' MOU relating to the production of facsimile (made as of the date hereof), is exchanged under the terms of this Agreement, the confidentiality provisions of this Agreement shall only apply to the extent where such provisions are not inconsistent with the confidentiality provisions of the Parties' MOU relating to the production of facsimiles (made as of the date hereof).

6. Conflict of Interest

Where an actual or potential conflict of interest arises between the duties of CO's Designated Personnel and their responsibilities to LAC pursuant to this Agreement, the Designated Personnel must report such conflict or potential conflict to CO who shall in turn report such conflict or potential conflict to LAC, and the Parties shall endeavour to resolve such conflict.

7. Term and Termination

- 7.1 This Agreement shall come into effect as of the date of its last signature and shall terminate on the date on which no Designated Personnel continue to be co-located at LAC's office premises (which date shall be confirmed in writing by both Parties), unless terminated earlier as provided for in this section 9 (the "Term").
- 7.2 In the event of a breach of this Agreement by a Party to this Agreement, ("Defaulting Party"), the other Party may, by giving notice in writing, require the breach to be cured. If, within ten (10) days of the receipt of such notice the Defaulting Party fails to undertake a reasonable course of action to cure such breach or to invoke the dispute resolution provisions set out in section 15, the other Party may, by giving written notice, terminate this Agreement.
- 7.3 Either Party may also terminate this Agreement upon a six month¹(120)-day written notice to the other Party for convenience.

8. Liability and Indemnity

- 8.1 CO agrees that LAC shall have no liability for the acts or omissions of the Designated Personnel at any time nor for any injury, accident or property damage suffered by the Designated Personnel during the co-location term, unless such injury, accident or damage are arising out of or attributable to: 1) a breach of this Agreement by LAC; 2) a breach by LAC of any applicable statutory obligation; or 3) the willful misconduct or negligent acts or omissions of LAC, its directors, officers or employees.
- 8.2 CO agrees to indemnify and save harmless LAC and its representatives, assigns, employees and agents, from and against all claims, demands, losses, costs, damages, actions, suits, or other proceedings (collectively, "Claims") by whomsoever made, brought or prosecuted in any manner against LAC or LAC's representatives, assigns, employees and agents, and arising out of or attributable to a breach of this Agreement by CO, or the willful misconduct or negligent acts or omissions of CO's officers, servants and employees while acting for CO in connection with this Agreement, except to the extent such Claims result from the willful misconduct or negligent acts or omissions of LAC or LAC's directors, officers or employees, while acting for LAC in connection with this Agreement.
- 8.3 LAC agrees to indemnify and save harmless CO and its officers, servants and employees from and against all Claims by whomsoever made, brought or prosecuted in any manner against CO or CO's officers, servants and employees, and arising out of or attributable to a breach of this Agreement by LAC, or the willful misconduct or negligent acts or omissions of LAC's representatives, assigns, employees and agents, while acting for LAC in connection with this Agreement, except to the extent such Claims result from the willful misconduct or negligent acts or omissions of CO's officers, servants or employees, while acting for CO in connection with this Agreement.
- 8.4 Any liability of LAC arising out of this Agreement shall be subject to the provisions of the *Crown Liability and Proceedings Act*, R.S.C., 1985. c. C-50 (as amended) and the *Financial Administration Act*, R.S.C. c. F-11 (as amended).

9. Amendments

This Agreement may be amended at any time during the Term by mutual consent of the Parties. In order to be valid, any amendment to this Agreement shall be in writing and signed by the Parties.

10. Survival

All obligations which, expressly or by necessary implication, are required to survive the expiration or termination of this Agreement shall continue to be in effect notwithstanding the expiration or termination of this Agreement until such obligations have been fulfilled. Without in any way limiting the foregoing, it is expressly agreed that Sections 5, 11 and 15 shall survive the expiration or termination of this Agreement.

11. Assignment

Neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party.

12. Communication

12.1 Any communication between the Parties regarding this agreement shall be in writing and shall be: a) delivered personally (in which case the notice shall be considered received on the day of delivery); or b) mailed by registered mail, return receipt requested (in which case the notice shall be considered received on the seventh business day following the day on which it was registered in a post office; or c) sent by facsimile transmission requesting confirmation of transmission (in which case the notice shall be considered received on the second business day following the facsimile transmission); or d) sent by electronic mail, return receipt requested (in which case the notice shall be considered received on the day following the day of delivery).

12.2 Such communications shall be sent at the following addresses in the case of personal communication, communication by mail or communication by facsimile, unless the parties notify each other otherwise:

For CO: Ron Walker, Executive Director, Canadiana.org

For LAC : Doug Rimmer, Assistant Deputy Minister, Acquisitions Sector

12.3 In the case of communication by e-mail, the notice shall be sent to the person occupying the position identified in section 14.2 at the time of the notice, unless the parties notify each other otherwise.

12.4 In the event of any disruption of postal service, notices shall be delivered personally, or sent by facsimile or by electronic mail.

13. General

13.1 This agreement should not be considered apart from other Agreements pursuant to the Memorandum of Understanding.

13.2 This Agreement shall be governed by the laws of Ontario and the laws of Canada applicable therein. Any failure by either Party to enforce this Agreement shall not be construed as a continuing waiver or as a waiver of the Parties' rights to enforce this Agreement for any further breach of this Agreement.

- 13.3 The Parties recognize that every term and condition of this Agreement is subject to any statutory requirements that may be applicable, and that actions taken to comply with such requirements shall not be considered a breach of this Agreement.

14. Signatures

The Parties have executed this Agreement by the hands of their duly, authorized officers as follows:

LIBRARY AND ARCHIVES OF CANADA

By: _____
Doug Rimmer, Assistant Deputy Minister,
Acquisitions Sector

Signed on: JUN 02 2010

CANADIANA.ORG

By: _____
Lynn Copeland, President,

Signed on: June 17/2010

s.19(1)

SAMPLE BIBLIOGRAPHIC RECORDS

AMICUS No. 25065857

Monograph

NAME(S): *Morris, Alexander, 1826-1889TITLE(S): The Hudson's Bay and Pacific territories [electronic
resource] : a lecture / by Alexander Morris

PUBLISHER: Montreal : J. Lovell, 1859.

SERIES: CIHM/ICMH Digital series = CIHM/ICMH collection
numérisée ; no. 38244E-LOCATIONS: <http://www.canadiana.org/ECO/mtq?doc=38244>

NOTES: Title from title screen.

Scanned from a CIHM microfiche of the original
publication held by Library and Archives Canada. Ottawa:
Canadian Institute for Historical Microreproductions, 2001.

57 p. ; 22 cm.

Mode of access: ECO website.

NUMBERS: Canadiana: 20016004817

ISBN: 0659959240

SUBJECTS: Hudson's Bay Company
Compagnie de la Baie d'Hudson
Northwest, Canadian--Description and travel
Canada--Description and travel
Nord-Ouest canadien--Descriptions et voyages
Canada--Descriptions et voyages

AMICUS No. 20131201

Monograph

TITLE(S): *The ladies book of useful information [electronic
resource] : compiled from many sourcesPUBLISHER: [London, Ont.? : s.n.], 1896 (London, Ont. : London
Print. and Lithographing Co.)SERIES: CIHM/ICMH Digital series = CIHM/ICMH collection
numérisée ; no. 08380E-LOCATIONS: <http://www.canadiana.org/ECO/mtq?doc=08380>

NOTES: Title from title screen.

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Canadian Institute for Historical Microreproductions, 1999.

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ISBN: 0659981459

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SUBJECTS: Beauty, Personal

Marriage

Sexual ethics

Pregnancy

Women--Health and hygiene

Interior decoration

Art, Decorative

Cookery for the sick

Menstruation

Beauté corporelle

Mariage

Morale sexuelle

Grossesse

Femmes--Santé et hygiène

Décoration intérieure

Arts décoratifs

Cuisine pour malades

Menstruation

Bell, Walter N. (Walter Nehemiah), d. 1921

The development of the Ontario high school [microform] / by Walter N. Bell. --
[Toronto?] : University of Toronto Press, c1918.

2 microfiches (89 fr.). -- (CIHM/ICMH Microfiche Series = CIHM/ICMH
collection de microfiches ; no. 71740)

Tables.

Includes index.

Includes bibliographical references.

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Canada. Ottawa : Canadian Institute for Historical Microreproductions, 1994.

ISBN 0-665-71740-7

1. Education, Secondary—Ontario—History.
2. High school teaching—Ontario—History.
3. Education and state—Ontario.
1. Enseignement secondaire—Ontario—Histoire.

2. Enseignement secondaire—Ontario—Histoire.
3. Éducation—Politique gouvernementale—Ontario.
1. Title

373.713

CI95-600001-7

Boyd, John, 1864-1933

Canadian nationalism (microform) / John Boyd. – Montreal : [s.n.], 1911.
 1 microfiche (15 fr.). – (CIHM/ICMH Microfiche Series = CIHM/ICMH
 collection de microfiches ; no. 71824)

Cover title.

A speech delivered at « Le Devoir » dinner, Windsor Hotel, Montreal, January 28,
 1911, to commemorate the first anniversary of the founding of « Le Devoir »
 newspaper.

Original collation: 17, [1] p. ; 23 cm.

Filmed from a copy of the original publication held by Library and Archives
 Canada. Ottawa : Canadian Institute for Historical Microreproductions, 1994.

ISBN 0-665-71824-1

1. Canada—English—French relations
2. Nationalism—Canada
1. Canada—Relations entre anglophones et francophones.
2. Nationalisme—Canada
1. Title

305.811

CI95-600002-8

Burque, F. X. (François Xavier), 1851-1923.

Chansons patriotiques et nationales [microforme] : extraites du deuxième volume
 des Élévations poétiques / de F.X. Burque. – [Québec ? : s.n.], 1907 (Québec :
 Libre Parole)

1 microfiche (26 images) : ill., musique, portr. – (CIHM/ICMH Microfiche Series
 – CIHM/ICMH collection de microfiches ; no 72224)

Chansons sans la musique.

Appendice : Soyons fiers de notre origine ; explication avec musique pour voix et
 chœur sans accompagnement.

Comprend des références bibliographiques.

Collation de l'originale : 33, [2] p. : ill., musique, portr. ; 22 cm.

Microfiche de l'exemplaire de l'édition originale se trouvant à la Bibliothèque et
 Archives Canada. Ottawa : Institut canadien de microreproductions historiques,
 1994.

Sommaire : Vive la canadienne—Le canadien, brave habitant—Amour au
 Canada—Vive notre patrie—O Canada terre chérie.

ISBN 0-665-72224-9

1. Chansons françaises—Canada.
2. Musique patriotique—Canada.
1. Songs, French—Canada.
2. Patriotic music—Canada.
1. Titre.

782.421599

CI95-600003-9

Examples of Bibliographic Records for Digitized Titles Catalogued According to the
Policy "Resource Description for Digital Publications
<http://www.collectionscanada.gc.ca/cataloguing-standards/040006-1103-e.html>

AMICUS No. 11277237

Monograph

NLC COPIES: Preserv - on site - A-2392 - NO ILL
NLC Electronic -

NAME(S): *Baker, William King

TITLE(S): The birth of love

EDITION: [2d ed.]

PUBLISHER: Edinburgh ; London : Oliphants, [19--?]

DESCRIPTION: 213, [1] p. : plates. ; 19 cm.

E-LOCATIONS: <http://epe.lac-bac.gc.ca/100/209/301/lac-bac/ps8000/01/amicus-11277237.pdf> Digitized, 2008 (PDF, 68 MB).

NOTES: Poems.

CLASSIFICATION: LC Class no.: PS8503*

AMICUS No. 11103999

Monograph

NLC COPIES: NL Stacks - PS8457 O83 S6 - NL copy: Author's autograph
presentation copy. Commercially rebound.

Preserv - on site - A-1488 - Copy 2 - NO ILL

NLC Electronic -

NAME(S): *Doucet, S. J. (Stanislas Joseph), 1847-1925

TITLE(S): The soul : a philosophic poem

PUBLISHER: [Saint John : McMillan, 1917]

DESCRIPTION: 23 p. ; 19 cm.

E-LOCATIONS: <http://epe.lac-bac.gc.ca/100/209/301/lac-bac/ps8000/01/amicus-11103999.pdf> Digitized, 2008 (PDF, 11 MB).

NOTES: Cover title.

CLASSIFICATION: LC Class no.: PS8457*

APPENDIX "B"

**LAC Guidance on Standards for Production of Digital and Microform Preservation
Masters by means of Digitization and Preservation Microfilming**

I Digitization

Production standards and best practices for digital facsimiles to support
preservation mutually agreed upon

II Preservation microfilming

The production of preservation microform archival masters as set out in
Guidelines for preservation microfilming in Canadian Libraries

APPENDIX "C"

Agreement on Deposit with Library and Archives Canada

Library and Archives Canada and Canadiana.org have a Memorandum of Understanding concerning the long-term preservation and access to published and archival Canadiana together with a number of Agreements with respect to Co-location and Accommodation, the provision of Informatics Support and Metadata. This Agreement is intended to address how the two organizations intend to ensure that Library and Archives Canada has a complete collection of all Canadiana.org microform and digital facsimiles and replaces an earlier Donation Agreement dated December 18, 1998 between the National Library of Canada and the Canadian Institute for Historical Microreproductions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Deposit of facsimiles**I Legal deposit will include:**

Submission of one copy of digital facsimiles to LAC to conform to the legal deposit requirements of the *Library and Archives of Canada Act* and the specifications of the *Legal Deposit of Publications Regulations*

The access provided to the public for these digital materials will be by mutual agreement as between CO and LAC

II Deposit by Donation will include:

Submission of one copy of digital facsimiles published prior to January 1, 2007 when they became subject to legal deposit

The access provided to the public for these digital materials will be by mutual agreement as between CO and LAC

Submission of gifts of preservation (archival) masters for microfilm and microfiche in the event that Canadiana.org resumes creation of these masters and digital preservation masters.

The access provided to these masters will be by mutual agreement as between CO and LAC

CO hereby transfers the 'Physical' ownership in the Donation, however CO retains any copyrights, moral rights and any and all related rights it may possess in the Donation.

LAC shall undertake its best efforts to store and preserve the Donation in facilities and repositories as appropriate to ensure the long term preservation of these materials.

III Purchase will include:

Acquisition by LAC by purchase or access to facsimiles in support of national preservation and access objectives.

General

This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective authorized successors and assigns,

The Parties acknowledge and agree that in any agreement disputes or differences of opinion may arise. Should this occur, with respect to this Arrangement, the Parties agree to use their best efforts to resolve any such disputes or differences of opinion by negotiation. Should such negotiation fail to resolve the dispute or difference of opinion the Parties mutually agree to jointly select a mediator to resolve the dispute in issue through mediation or arbitration.

This Agreement may be amended upon mutual agreement.

s.19(1)

This agreement should not be considered apart from other Agreements pursuant to the Memorandum of Understanding.

This Agreement shall be governed by the laws of Ontario and the laws of Canada applicable therein. Any failure by either Party to enforce this Agreement shall not be construed as a continuing waiver or as a waiver of the Parties' rights to enforce this Agreement for any further breach of this Agreement.

The Parties recognize that every term and condition of this Agreement is subject to any statutory requirements that may be applicable, and that actions taken to comply with such requirements shall not be considered a breach of this Agreement.

Signatures

The Parties have executed this Agreement by the hands of their duly, authorized officers as follows:

LIBRARY AND ARCHIVES OF CANADA

By: _____
Doug Rimmer, Assistant Deputy Minister,
Acquisitions Sector

CANADIANA.ORG

By: _____
Lynn Copeland, President

Signed on: JUN 02 2010

Signed on: June 17 / 2010

Appendix "D" Informatics Support

1. CO IT Architecture

CO provides and manages its own network (LAN), hardware and software, provisions its own Internet connectivity and telephone service, and is responsible for the administration, management and deployment of all such services.

LAC hosts and manages CO's network switch and provides CO with physical connectivity (wiring) by connecting network drops in CO's workspace to the CO network switch, as needed.

LAC hosts CO's telephone system (PBX) and provides CO with physical connectivity (wiring) between its telephone equipment and its PBX.

CO is responsible for paying any costs associated with the installation of new wiring required to support any expanded computer or telephone network requirements.

LAC will provide CO with reasonable supervised access to CO's equipment (network switch and telephone system) hosted in LAC's secured facilities on an as-needed basis.

CO's network switch and telephone system are purchased by and remain the property of CO.

CO's network shall remain physically separate from LAC's network. No device shall be connected simultaneously to both networks. CO will not connect equipment to or disconnect equipment from the LAC network without prior permission. LAC will not connect equipment to or disconnect equipment from the CO network without prior permission.

2. LAC Software and Hardware Support

LAC provides the infrastructure to support dedicated access to AMICUS and its successor systems.

LAC provides CO with access to its LAN via a limited number of PC workstations provided, managed and controlled by LAC and access to its mail and calendaring system via a limited number of user accounts for the purposes of receiving notifications and information sent via the LAC staff and global mailing lists, and for the purposes of booking conference rooms and other facilities.

CO computers, including desktop workstations and laptops, which are used within LAC facilities are covered under the LAC site license for Microsoft Office. No other software licenses are supplied to CO by LAC.

Signatures

The Parties have executed this Agreement by the hands of their duly, authorized officers as follows:

LIBRARY AND ARCHIVES OF CANADA

By: _____
Doug Rimmer, Assistant Deputy Minister,
Acquisitions Sector

CANADIANA.ORG

By: _____
Lynn Copeland, President

Signed on: JUN 02 2010

Signed on: June 17/2010

s.19(1)