



**REGNET**

**Cultural Heritage in REGIONal NETworks**  
**IST-2000-26336**

# **System Services and Business Processes**

**Deliverable D6**

**Final Version**

**January 2003**





# REGNET

## Cultural Heritage in REGional NETworks

### Deliverable D6

### System Services and Business Processes

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<b>Abstract</b>	The deliverable contains in its first section the contracts and agreements necessary to run the REGNET network. Furthermore the business processes are described which are being supported by the REGNET technical, organizational and contractual infrastructure and the processes at the different partner sides which had to be introduced or re-engineered. Part 3, the market preparation section, describes all actions which have been undertaken to market the REGNET system regionally, on a national, international and world wide basis.		
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## Executive summary

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Deliverable 6 synthesises the research work done for the tasks T1.5 to T1.7 and within this work phase a REGNET specific scenario and framework will be further developed. Like D3 it encompasses the work of three different areas. These are T2.3 "The set-up of the legal framework", T2.4 "The business process (re-)engineering" and T2.5 "The market preparation". In agreement with the European Commission the tasks T2.3, T2.4 and T2.5 have been extended till end of June in order to execute emergency procedures due to non-in line contribution of the marketing plan. Within the time plan there has been delivered a first version of D6. This is the second updated version of D6 and a final version will be issued at the end of June 2002.

In order to set up an operational e-Business network the future cooperation has to be based on sound agreements among the stakeholders doing business in the Cultural Heritage field. Within REGNET an important issue for the establishment of the partnership model was the mixture of profit and non-profit enterprises. Here REGNET intends to introduce a layer between content holders and distribution and service channels.

Within Task 2.3 there has been developed a contracting and partnership model for a REGNET operational and strategic network. Research showed that the organization form "European Economic Interest Group" of European company law would be very appropriate for a network like REGNET. Therefore it has been decided to establish the "Cultural Service Centre Europe EEIG". The EEIG was applied for registration in June 2002 at Graz, Austria.

Further on an initial set of agreements on international level and national level has been established. This should govern the relationships between the players/members of the REGNET network model.

The objective of Task 2.4 is the Business Process Re-engineering. This task continues and is based on the result of task T1.6 "Definition of supported Business Functions", developed during the WP1 (see deliverable D3).

Main targets are: First, the completed and detailed specifications of the selected processes to be implemented have to be provided. These business process are represented as detailed Use Case and provided by content provider. They are divided into the following domains: Museum, Art Gallery, Archive and Library.

To do this, content providers decided and clarified the detailed workflow of each selected process.

Second, the traduction of the provided specifications into UML. To do this each use case has to be studied in order to identify business objects and relation among them. A class diagram of participant object is identified for each Use Case. Then categories (ie. package of classes) are identified and classes are stored into them in order to produce the logical architecture. This logical architecture expresses complete specifications for modules to be developed.

Moreover each identified B2B collaborative process has to be registered in an ebXML catalogue. To do this we have to deduce BPSS (Business Process Specification Schema) according to ebXML rules.

REGNET will provide a wide range of services based on a new model which is referred to as application service providing (ASP-Model). It will not merely provide functions which are already available at the market: the synthesised form with all possibilities of customisation and the new ASP-Model are an innovation in the cultural business. Especially small and medium sized organisations within the cultural sector – by far most of these organisations are SMEs - will be able to use features for their daily work which could not be afforded until now. The REGNET-System is a real innovation in the cultural business.

Cultural heritage is becoming a vital element in the information society and the networked economy. In this document dedicated to WP 2 "Implementation of the System and Preparation of the Demonstration", task 2.5 "Market Preparation" we describe:

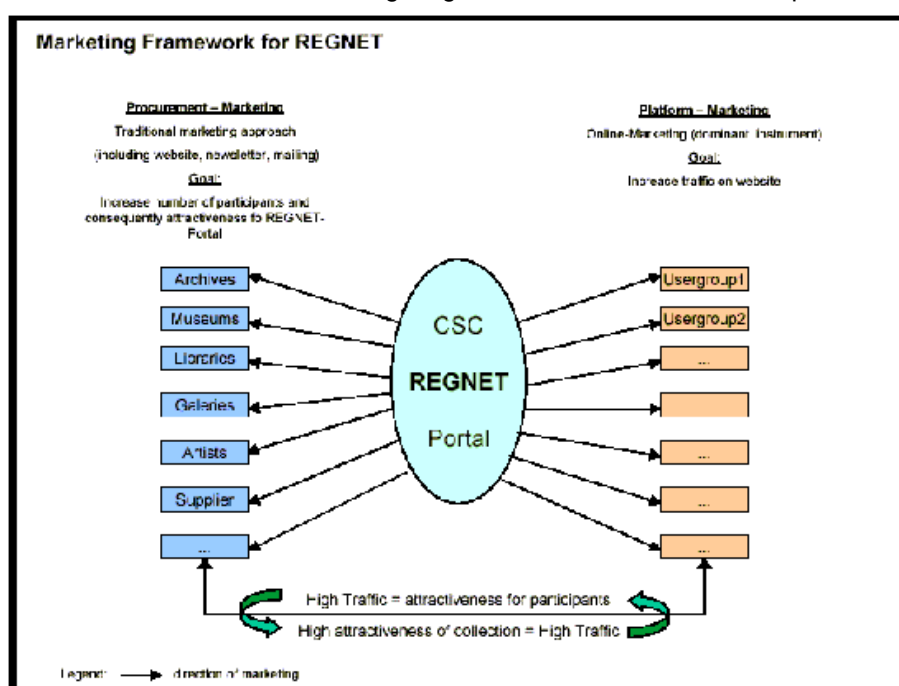
- The trends in cultural heritage,
- quantitative analysis of the target groups,
- qualitative analysis of the target groups,
- the range of services provided by REGNET,
- Best-Practice-Analysis on the cultural heritage market,

- Strategic market analysis,
- Generic marketing strategies,
- Case studies for market introduction,
- Overview on planned Cultural Service Centers.

As a main conclusion of all work done in order to prepare this report it is important to differentiate two different marketing approaches:

1. Customers, who shall subscribe the REGNET-System and use the services offered by the CSC. This is the core customer group. This group is paying for the services and the CSC are being financed by these customers.
2. Users of the REGNET-Portal are the internet users, who get access to the different contents and services offered by the REGNET portal. They are usually not paying for the use of the services.

These two groups require different marketing approaches. Both are linked together: without customers (group 1) there are no contents at the REGNET-Portal. It is critical, to reach a critical mass of customers in a very quick time. And without users (group 2), the attractiveness for the customers to participate in REGNET is limited. The following diagram illustrates this relationship:



Finally, each CSC will have to develop an own marketing strategy, based on the findings in this report. The situation in each european region is different und so the marketing approaches.



# 1 Introduction

## 1.1 Situation

This document contains deliverable D6 for the REGNET project. This deliverable deals with the description of System Services and Business Processes provided by REGNET.

The leading partner is Valtech.

Tasks of D6 base on the results of Task 1.5-1.7 of work package 1:

	<i>Analysis of the State of the Art (WP1)</i>				<i>Implementation of the System and Preparation of the Demonstration (WP2)</i>			
	Task	Leader	Document	MM	Task	Leader	Document	MM
Set-up of the legal framework and partnership model	1.5	AIT	IR 1.5 → D3	4	2.3	AIT	IR 2.3 → D6	6
Definition of supported business functions	1.6	VALT	IR 1.6 → D3	9				
Business process (re-) engineering					2.4	VALT	IR 2.4 → D6	11
Identification of Market	1.7	TINC	IR 1.7 → D3	6				
Market preparation					2.5	TINC	IR 2.5 → D6	7

The table shows that Task 2.3 refers to results of Task 1.5, Task 2.4 follows Task 1.6 and Task 1.7 prepared the work on Task 2.5.

## 1.2 Purpose

This deliverable contains the results of Work Area C (Business Engineering) related to Work Package 2.

## 1.3 Overview

This document describes the actual work done in this area following the results included in deliverable D3 and is related to tasks 2.3-5:

### Task 2.3: Set up of the legal framework.

The deliverable contains in a section relevant to this task all the contracts and agreements necessary to run the REGNET network. It lists and includes the documents which have been set up on international and national basis and will point to all other contractual issues related to REGNET (e.g. Copyright).

### Task 2.4: Business process (re-) engineering.

This chapter of D6 describes the business processes which are being supported by the REGNET technical, organizational and contractual infrastructure. It also describes processes at the different partner sides which had to be introduced or re-engineered (e.g. Integration of REGNET ordering facilities into the museum shop business of a content provider).

**Task 2.5: Market preparation.**

This chapter describes all actions which have been undertaken to market the REGNET system regionally, on a national, international and world wide basis. It includes advertising material and measures (WEB promotion) and identifies the potential customer base.

It includes:

- The trends in cultural heritage,
- quantitative analysis of the target groups,
- qualitative analysis of the target groups,
- the range of services provided by REGNET,
- Best-Practice-Analysis on the cultural heritage market,
- Strategic market analysis,
- Generic marketing strategies,
- Case studies for market introduction,
- Overview on planned Cultural Service Centers.



## BUSINESS ENGINEERING

### WP2: Implementation of the System

#### **Deliverable 4:**

**Status Report:**  
"Available Content and  
Products"

#### **Deliverable 5:**

**Prototype:**  
**The REGNET- System:**  
**Version 1**

#### **Deliverable 6:**

**Status Report and  
Guidelines: "System  
Services and Business  
Processes"**

### Task Briefs

#### T2.3

Sign of contracts and partnership  
agreements  
Responsible: **AIT**  
Involved: AIT, IAT, ICCS, TINC  
**Work Area C**  
Team-Group 8.1

#### T2.4

Introduction or revision of business  
processes; training of REGNET-  
system administrators  
Responsible: **VALT**  
Involved: AIT, ICCS, IMAC, MUS,  
VALT, TINC  
**Work Area C**  
Team-Group 8.3

#### T2.5

Marketing, preparation of  
advertising material (in electronic  
and printed form)  
Responsible: **IMAC (former: TINC)**  
Involved: ICCS, IMAC, TINC, AIT,  
TARX  
**Work Area C**  
Team-Group 8.2

Task related Work  
(involved partners)

#### Interim Report IR 2.3

Edited by **AIT**  
Due by:  
**2002-03-31**

Task related Work  
(involved partners)

#### Interim Report IR 2.4

Edited by **VALT**  
Due by:  
**2002-03-31**

Task related Work  
(involved partners)

#### Interim Report IR 2.5

Edited by **IMAC**  
Due by:  
**2002-12-31**

### **Deliverable D6:**

*Status Report and  
Guidelines:*  
**"System Services  
and Business  
Processes"**

*Compiled & Edited  
by AIT/VALT/IMAC*

*Due by*  
**2002-03-31**  
*3<sup>rd</sup> version & market:*  
**2002-12-31**



## ***Part 1 Set-up of a Legal Framework and Partnership Model***

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## 2 Introduction

### 2.1 Situation

	Analysis (WP1)				Setup of the Legal Framework (WP2)			
	Sub Task	Leader	Document	MM	Sub Task	Leader	Document	MM
Best-practice and baseline, Integration of IR	1.5.1	AIT	IR1.5	1	2.3.1	AIT	IR2.3	1
Legal framework EU, technical integration	1.5.2	IAT	IR1.5	1	2.3.2	IAT	IR2.3	1
Legal framework CEE, artist sector	1.5.3	ICCS	IR1.5	1	2.3.3	ICCS	IR2.3	2
Partnership models EU, agreements and recommendations	1.5.4	TINC	IR1.5	1	2.3.4	TINC	IR2.3	2
	Task	Leader	Document	MM	Task	Leader	Document	MM
Setup of a Legal Framework and partnership model	1.5	AIT	IR1.5 → D3	4	2.3	AIT	IR2.3 → D6	6

#### 2.1.1 Purpose

In order to set up an operational eBusiness network the future cooperation has to be based on sound agreements among the stakeholders doing business in the Cultural Heritage field. Existing networks had to be investigated in the light of the experience made in practice. An important issue for the establishment of the partnership model was the mixture of profit and non-profit enterprises. REGNET intends to introduce a layer between content holders and distribution and service channels.

Within this task we have developed a contracting and partnership model for a REGNET operational and strategic network. Research showed that the organization form "European Economic Interest Group" of European company law would be very appropriate for a network like REGNET. Therefore it has been decided to establish the "Cultural Service Centre Europe EEIG". The EEIG was already applied for registration in June 2002 at Graz, Austria.

An initial set of agreements on international level and national level has also been established. This should govern the relationships between the players/members of the REGNET network model. Finally this document includes the REGNET licenses for educational, commercial and private purpose.



### 2.1.2 Document Structure

- The Cultural Service Centre Europe EEIG
- The REGNET – CSC Partnership Model
- The REGNET organizational scheme in the Eastern European Environment
- Hierarchy of the legislative framework of REGNET
- Set of agreements on international and national level
- REGNET Licenses
- Outlook



## 3 The Cultural Service Centre Europe EEIG

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### 3.1 General introduction to the European Economic Interest Group concept

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Research on the establishment of the REGNET legal and partnership framework mainly focussed on the adoption of an very open and flexible structure which would allow the cooperation of a wide variety of partner types (as museums, archives and libraries, cultural heritage professionals, research institutes, technology providers, independent committees etc.). At the end of the evaluation process it was found that the company model of the European Economic Interest Group, EEIG, would support such a specific type of light transnational cooperation that allows the partners to keep their legal and economic independence but nevertheless establish an independent legal entity with own legal capacity. The common activity of an EEIG should be mainly ancillary to its members and this is exactly in the spirit of REGNET.

The EEIG company structure was created in 1985 by Council Regulation (EEC) No 2137/85 which came into force on 1 July 1989. The European Economic Interest Group is intended to form an association between companies, other legal bodies, firms or individuals from different EU countries who need to operate together across national frontiers.

Quoting a note by the DGXXII of the European Commission the should EEIG function "as an instrument to assist companies and other organizations wishing to participate in cross-border co-operation. The transnational measure (available since July 89) was needed to assist companies which had previously been hampered by single-national legal systems. It aims to allow companies to overlap some of their economic activities whilst developing new and complementary functions for which they intend to cooperate. The EEIG supplements joint venture agreements and contractual agreements of co-operation. It assists in particular, smaller enterprises to exploit the advantages of the Single Market, by combining the legal capacity of a company with the freedom of form and function which comes from simple contractual agreements."

Therefore the EEIG works as a transnational legal instrument within the European Community for a light cooperation between companies. It allows legal entities from different Member States to join activities and benefit from creating synergies between themselves. While the member companies retain their legal and economic independence the formation of the EEIG also establishes an independent legal entity with an own legal capacity. By registering in the State where it is based (a notice also being published in the Official Journal of the European Communities), the EEIG acquires full legal capacity and can conclude contracts in its own name and execute them.

According to a statistics of the European Commission there had been set up around 1186 EEIGs by the beginning of 2002 and the creation has been evaluated as being very successful.

The EEIG has to be related to the activities of its members and its principal objective is to look after the interests of its own members; unlike a company, it is not directed at third parties. Its aim is to develop and facilitate its members' economic activities by a pooling of resources, activities or skills. It is also not intended to make profits for itself and any profits will be apportioned among the members and taxed accordingly.

Within this short introduction we want to point out the main features of an EEIG which led finally to the decision to found the Cultural Service Centre Europe EEIG.



Upon registration the EEIG gains full legal capacity in all Member States. It can act in its own name, has full rights and may conclude contracts throughout the Community, as well as with organisations based outside the Community. Members of the EEIG must come at least from two different Member States and might be companies, businesses or natural persons. An EEIG must never be a member of another EEIG and cannot have more than 500 employees.

The members will conclude a formation contract in which they declare the object, the EEIG's name (the acronym "EEIG" has to be included), seat, duration (if foreseen), and name, business name, official address and legal form of the members of the EEIG. The formation contract also establishes a committee of members and the management of the organization. In addition the contract might also organise other features of the cooperation like the way of financing, the share of profits and losses, the EEIG bodies, the appointment of managers and other. The EEIG's official address can be transferred quite easily from one Member State to another. Within the formation contract the members will also decide how the EEIG will be run. They are free to decide on the votes (usually one vote per member) and the voting procedures, provided no member holds a majority of the votes. Certain important decisions, like the alteration of objects, number of votes, extension of duration, contributions, transfer of official address or other alterations to the formation contract will require unanimous decisions.

The bodies of the EEIG are the members and the managers. Full members must have their official address within the European Community and must also carry out an economic activity within the Community. This economic activity is being interpreted very broadly and thus allows also certain public bodies, or semi public and public scientific organizations (universities, research institutes etc...) to become member of the grouping. The EEIG may subcontract or conclude joint-venture contracts with non-Community organizations. And non-community organizations might be included with associated member agreements.

The managers are nominated by the members and responsible for the administrative management of the grouping. No start-up capital is required for the formation of the EEIG, but if contributions are being made they can be in form of cash, skills, services or property, etc.. It is not taxed as a corporate identity but through the individual members and national provisions.

Due to this financial flexibility the EEIG's members also have joint and several unlimited liability. This liability might be regulated within the statutes of the EEIG.



**Summary of main features:**

**Form of association between**

companies  
other legal bodies  
(eg. universities, research institutes) firms  
individuals

**Members are**

from different EU countries who need to operate together across national frontiers (at least 2 members of different member states, and 2 organs: members and manager/s)

**Legal capacity and objective**

It can enter arrangements with other organisations, also outside the EU, and have associated members from non-member states.

The Grouping may provide services for its members which relate to their profession, it should be ancillary to its members.

The Grouping **MUST NOT** be formed with the objective of making profits, although it may do so as a consequence of its normal operations

**EEIG Advantages**

Legal Capacity (enter contracts, sue etc.)

Flexibility in financing the Grouping

no capital requirement, contribution can be „services“

Variation of funding models possible

It works for the members (no management control, no holding of shares of its members)

**EEIG Disadvantages**

Lack of capital requirements, therefore unlimited joint and several liability (provisions must be made here)

Must not take public investment or buy a share of another EEIG

**Membership**

Unlimited number of members

Each member has at least one vote

No member must hold majority of votes

Free decision on voting procedure

Members determine manager's power

Profits are shared according to shares (- formation contract) (taxed in relevant national law)

No accounting or auditing requirements

**Formation Contract**

Full name („EEIG“ – mandatory)

Official Address

Objectives

Names of members

Permanent address or registered office

Number and place of registration of each member

Duration (if not indefinite)



### 3.2 Final Statutes of the Cultural Service Centre Europe EEIG

Three REGNET partners, AIT, IMAC and TARX, and the Cultural Service Centre Austria are the founding members of the Cultural Service Centre Europe EEIG which will go into operation in June 2002. Find in the following the contract of formation for the Cultural Service Centre Europe EEIG which had been applied for registration on the 13<sup>th</sup> of June 2002 at Graz, Austria.

#### Contract of Formation

for the

#### Cultural Service Centre Europe EEIG

CONTRACT OF FORMATION	2
General Provisions	2
§ 1. Members of the EEIG	2
§ 2. Name and registered office	2
§ 3. Object	2
§ 4. Duration and Financial Year	2
Capital and Financing	3
§ 5. Capital	3
§ 6. Contributions and costs	3
§ 7. Financing	3
Organisational Structure	3
§ 8. Admission of new members	3
§ 9. Withdrawal of a member	3
§ 10. Expulsion of a member	3
§ 11. Continuation of the Grouping	4
§ 12. Liability	4
§ 13. Use of results obtained	4
Operation	4
§ 14. Bodies	4
§ 15. Members Assembly	4
§ 16. Management Committee	5
§ 17. Decision-making	5
Financial Year and auditing	5
§ 18. Annual accounts	5
§ 19. Profits and losses	6
§ 20. Audit	6



Dissolution and Liquidation	6
§ 21. Dissolution	6
§ 22. Liquidation	6
Other Provisions	6
§ 23. Disputes between members	6
§ 24. Languages	6

## CONTRACT OF FORMATION

### GENERAL PROVISIONS

#### § 1. MEMBERS OF THE EEIG

(1) AIT Angewandte Informationstechnik Forschungsgesellschaft mbH, located at A- 8010 Graz, Klosterwiesgasse 32/1, Austria, represented by its managing director, Ms. Mag. Gerda Koch,

(2) Cultural Service Centre Austria, located at Graz, Austria, represented by its chairman, Mr. Dr. Walter Koch,

(3) IMAC Information & Management Consulting e.K., located at D-78462 Konstanz, Blarerstraße 56, Germany, represented by its owner, Mr. Dr. Josef Herget,

(4) TARX nv, located at B-1981 Hofstade, Bordekensstraat 30, Belgium, represented by its managing director, Mr. Ing. Vic Haesaerts

establish to date a "European Economic Interest Grouping" (EEIG), hereinafter referred to as EEIG. The 25 July 1985 European Union Council Regulation 2137/85/EEC on the establishment of a European Economic Interest Grouping (EEIG) forms the basis together with the specific laws and substitutions constituted in the country where the EEIG is established.

#### § 2. NAME AND REGISTERED OFFICE

(1) The grouping shall have the name Cultural Service Centre Europe EEIG (CSC Europe EEIG). The EEIG has its registered office and main operation at Graz, AUSTRIA.

#### § 3. OBJECT

(1) The primal target of the Cultural Service Centre Europe EEIG is to develop and promote a set of cultural service centres throughout Europe providing services dedicated to cultural heritage and related organisations. These centres will operate by networking their services, repositories and technical infrastructure. This aim will be reached by means of research, promotion and the development of new concepts, services and products for the digitisation, wide-spread circulation and establishment of cultural heritage networks.

(2) The purpose of the Cultural Service Centre Europe EEIG is to assist its Members in:  
building and maintaining a distributed REGNET European Digital Library of multimedia resources  
documenting works of art and culture;  
achieving a critical mass of digital or physical goods to be promoted through the REGNET portal;



enabling the trading services/products to be offered and sold on-line through its e-Business infrastructure.

(3) In addition, the Cultural Service Centre Europe EEIG may carry out any actions that serve directly and indirectly its purposes and/or those of its members. Its activities must, however, be linked to those of its members and the EEIG must act solely to support them. It is not the purpose of the EEIG to generate profit for its own ends.

#### § 4. DURATION AND FINANCIAL YEAR

(1) The duration of the grouping shall be indefinite.

(2) The financial year shall start on 1 January and ends on 31 December of each year.

Exceptionally, the first financial year shall start with the date of the official registration of the EEIG and ends 31 December of the same year.

### CAPITAL AND FINANCING

#### § 5. CAPITAL

(1) The grouping is formed without capital, however where appropriate, the full members acting collectively may decide unanimously to endow the grouping with a capital. At that time, they shall specify the amount of the capital and shall establish each member's contribution thereto.

#### § 6. CONTRIBUTIONS AND COSTS

(1) Full members decide unanimously on contributions and costs.

(2) For as long as the EEIG has no income of its own, all costs are to be shared by full members.

#### § 7. FINANCING

(1) The grouping shall be financed by:

Subscriptions or other contributions from members, under the conditions laid down by the members acting collectively;

Payments for services rendered to the members of the grouping or to third parties. The amount and conditions of such payments shall be established by the manager(s);

(2) Where appropriate, new members may be charged an admission fee, under the conditions laid down by the members acting collectively.

### ORGANISATIONAL STRUCTURE

#### § 8. ADMISSION OF NEW MEMBERS

(1) The admission of new members shall be subject to an unanimous decision by the full members.

(2) New full members shall not have unlimited joint and several liability, in respect of third parties, for the payment of debts of the grouping that originated prior to their admission.



(3) The admission of a new member may be subject to the payment of an admission fee established by decision of the members acting collectively at the time of admission.

(4) The EEIG may enter into co-operation relationships with other persons or organisations resident or having their central administration outside a Member State of the European Community. Such persons or organisations shall not be considered as full members but may acquire the status of "associate members". The methods and content of co-operation relationships with such associated members shall be laid down by the full members acting collectively and unanimously. The associated members do not have the right to vote and do not have any obligations of liability.

#### **§ 9. WITHDRAWAL OF A MEMBER**

(1) Any member of the grouping may withdraw from the grouping on 3 months' notice on just and proper grounds. Notice must be submitted to the management in writing a registered letter.

(2) A withdrawing member is not entitled to lay any claim on the means of the EEIG.

#### **§ 10. EXPULSION OF A MEMBER**

(1) Any member of the grouping may be expelled if it seriously fails in its obligations or it causes or threatens to cause serious disruption in the operation of the grouping.

(2) A decision to exclude a member shall be made after expulsion procedures have been undertaken and adhered to.

(3) The decision to expulse a member should be taken by three-quarter majority of the members whereby the member for which the expulsion is asked is not allowed to vote.

#### **§ 11. CONTINUATION OF THE GROUPING**

(1) The Grouping shall continue legally among the retaining Members notwithstanding, withdrawal or expulsion of one Member or the loss by a Member of his status.

#### **§ 12. LIABILITY**

(1) The grouping shall have unlimited joint and several liability for its debts and liabilities of whatever nature.

In the internal regulation, the consequences of such liability shall be distributed in the same proportion as participation in the grouping's profits.

(2) No liability whatever attaches to associate members.

#### **§ 13. USE OF RESULTS OBTAINED**

(1) The know-how deriving from activities performed by, or on behalf of, the EEIG belongs to the full members jointly under the terms of these by-laws. Moreover, the full members must decide by majority on how such know-how and legal protection are to be used.

### **OPERATION**

#### **§ 14. BODIES**



The bodies of the EEIG are the following:

Members Assembly  
Management Committee

#### § 15. MEMBERS ASSEMBLY

(1) The Members Assembly is a meeting of all full members of the EEIG, represented by their European and/or national representatives. All members may, in writing or orally, appoint another person as their representative.

The Members Assembly meets at least once a year.

(2) A Members Assembly is to be called within 4 weeks of this being requested by a manager or a full member who will also submit the agenda. The Members Assembly is chaired by a manager. The chairmanship rotates every year in alphabetical order of the full members.

(3) Each full member shall have one vote.

(4) The Members Assembly has full responsibility for approving actions relating to the activities and objectives of the EEIG.

In particular it is responsible for the following:

- Founding of the EEIG
- Changes of the contract
- Accepting additional full or associate members
- Appointment and dismissing the management and determining of their work
- Establishing other bodies
- Issuing standing orders
- Drawing up of the annual report and discharging of the managers
- Controlling management activities, including determining net profits and integrating losses
- Dissolving of the EEIG

Other decisions shall be taken by a simple majority of the votes of members present or represented.

#### § 16. MANAGEMENT COMMITTEE

(1) The grouping shall be managed by a management committee initially consisting of three full members. Future admission of new members to the management committee is possible.

(2) The management committee and the manager(s) shall be elected by a majority of 75% of the full membership at the Members Assembly. The manager(s) shall be nominated by the management committee with unanimous decision and shall be appointed at least for a period of 2 years; The appointment of the management committee and the manager(s) may be revoked by simple majority decision of the full membership.

(3) The manager(s) may perform any act required or useful for the achievement of the objects of the grouping, excepting those set aside by law or this contract for the members acting collectively.



The manager(s) may represent the EEIG towards third parties on a legally binding basis. In the case that there have been appointed two or more managers their modalities to represent the EEIG will be regulated during the appointment procedure.

(4) The managers are responsible for issuing the end-of-year report, including the annual activity report until 30 April. The remaining responsibilities and duties are to be determined by a majority of 75% of the full membership. The Management Committee will elaborate its own inner order.

(5) Managers may be dismissed by full members' majority (80 of 100) decision.

#### § 17. DECISION-MAKING

(1) Decisions are, as a rule, made by full members in the Members Assembly. In urgent cases the EEIG management may also implement decisions in a letter, over the telephone or by other communication media.

(2) Decisions are drafted by the manager/s. Before any are made, the nature of the decisions must be communicated to all full members.

(3) All full members have one vote, independent of their contributions to any of the EEIG activities.

(4) As a rule a decision may be made if half of the full members are present or represented at the Members Assembly.

Insofar as this does not contradict any other clauses in these contract, decisions may be made at Members Assembly with a simple majority vote by the full members present. Abstentions will not be counted.

(5) The following decisions may only be agreed unanimously and with the approval of all full members:

- Changes to the purpose of the EEIG
- Accession of new full members
- Participation of associate members
- Members' contributions and costs
- Changes in use of results obtained
- Management appointments
- Establishment of other bodies
- Changes in full members' voting quotas
- Changes to clauses of any decision
- Relocating of the EEIG's registered office
- Dissolution of the EEIG
- Changes of this contract

(6) The decisions made at the Members Assembly are taken up in the minutes which are signed by the chairperson and the minute-writer and filed at the EEIG 's registered office. Copies of the minutes are sent out to all members.



## **FINANCIAL YEAR AND AUDITING**

### **§ 18. ANNUAL ACCOUNTS**

(1) At the end of each financial year, annual accounts shall be drawn up by the manager(s) who shall submit them to the members for approval within five months of the end of the financial year.

### **§ 19. PROFITS AND LOSSES**

(1) Any net profit, if the full members agree unanimously, may be kept, entirely or partly, in reserve or be distributed according to the turnover generated by each full member.

(2) Any net loss may, by full members' majority decision, either be brought forward or made up by full members according to a distributive code set up by the members.

### **§ 20. AUDIT**

(1) Auditing of the financial position, annual accounts and management may be the task of a supervisory board appointed by the members acting collectively.

## **DISSOLUTION AND LIQUIDATION**

### **§ 21. DISSOLUTION**

(1) The full members acting collectively may decide to dissolve the grouping.

### **§ 22. LIQUIDATION**

(1) If the grouping is dissolved, the grouping shall be liquidated by the manager(s) and by one or more liquidators, if so decided by the members acting collectively.

(2) Any assets or liabilities remaining after payment of the grouping's debts and liabilities shall be apportioned among the full members pro rata to their contributions.

## **OTHER PROVISIONS**

### **§ 23. DISPUTES BETWEEN MEMBERS**

(1) Legal disputes concerning the valuation of the EEIG's assets, the rights and responsibilities of the EEIG in respect of the full members and of the full members in respect of the EEIG, excluding judicial processes, are settled by a tribunal. Each party sends an arbitrator to the tribunal.

(2) The tribunal reaches an unanimous decision which is legally binding.

(3) If the tribunal is unable to reach agreement, it will appoint a mediator to cast the deciding vote. The mediator's decision is legally binding.

(4) The arbitrator and the mediator are bound by the rules of procedure for civil actions of the Member State of the European Union in which the EEIG has its registered office.

### **§ 24. LANGUAGES**



(1) The present contract language being drafted in the German, and English languages. The English version shall be valid in the event of disputes as to its interpretation.

(2) All statements, resolutions and minutes from members and management concerning the EEIG may be submitted in English.

Done at Graz, on the 3rd of June 2002

Members signatures

..... on behalf of

..... on behalf of

..... on behalf of

..... on behalf of



### 3.3 The Cultural Service Centre Europe EEIG Organization Structure

The Cultural Service Centre Europe EEIG has two main bodies, the Members Assembly and the Management Committee. The Member Assembly, including all the full members of the EEIG will elect among itself a Management Committee. This Committee will initially consist of three full members and might be extended in the future. The Management Committee is headed by a President. The EEIG Management Committee defines the policy and strategy of the Cultural Service Centre Europe EEIG which then is being carried out by its members.

Furthermore the Management Committee will nominate one or two Manager(s) who will head the Cultural Service Centre Europe EEIG Office, now being established in Graz, Austria. The Cultural Service Centre Europe EEIG Office is responsible for the administration, the project-coordination and the EEIG's financial and legal affairs.

Additionally the Cultural Service Centre Europe EEIG will establish within an operational platform working groups. Initially there will be working groups for the areas content engineering, technical development and marketing and portal issues. Working groups within other areas shall be established in future.

A more concise model of the inner order of the Cultural Service Centre Europe EEIG and its rules of internal procedure shall be presented in the final version of this Deliverable.

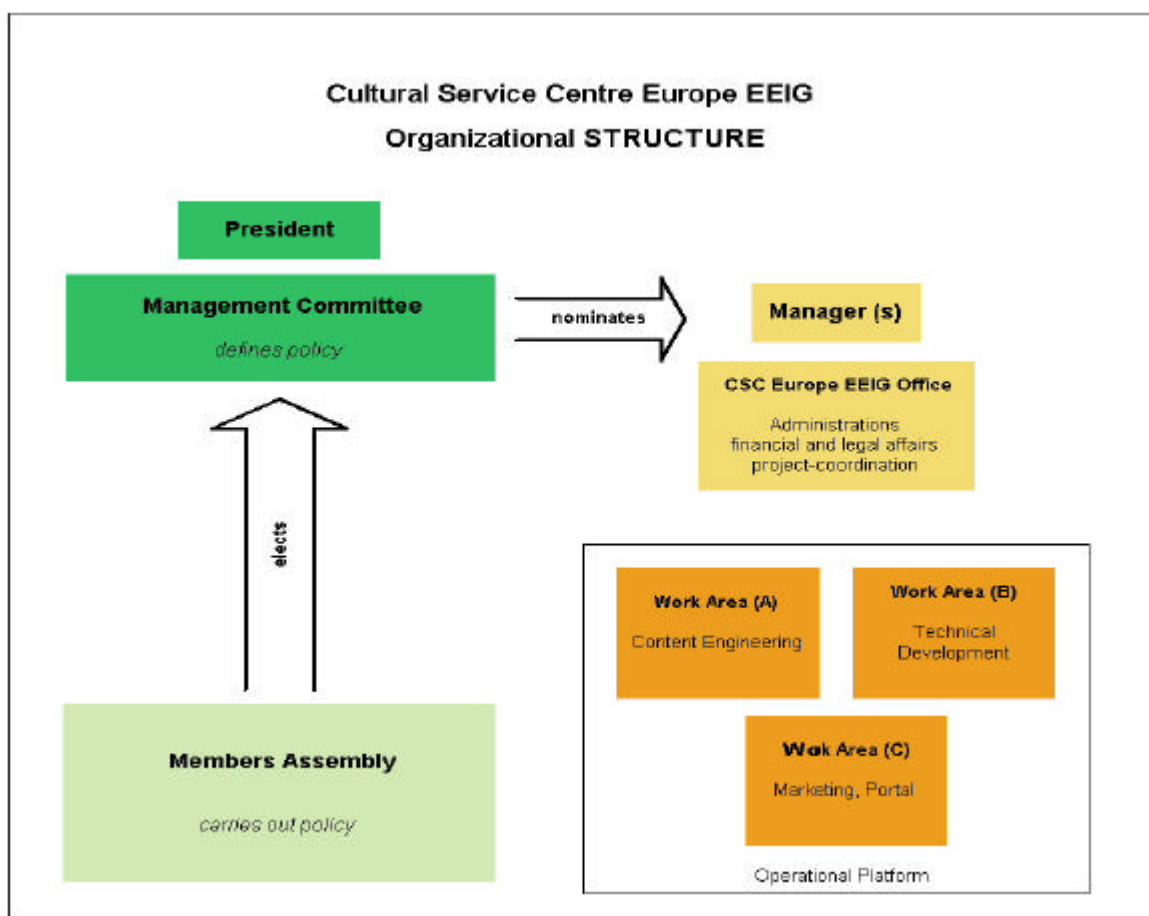


Figure 1: The Cultural Service Centre Europe EEIG Organizational Structure



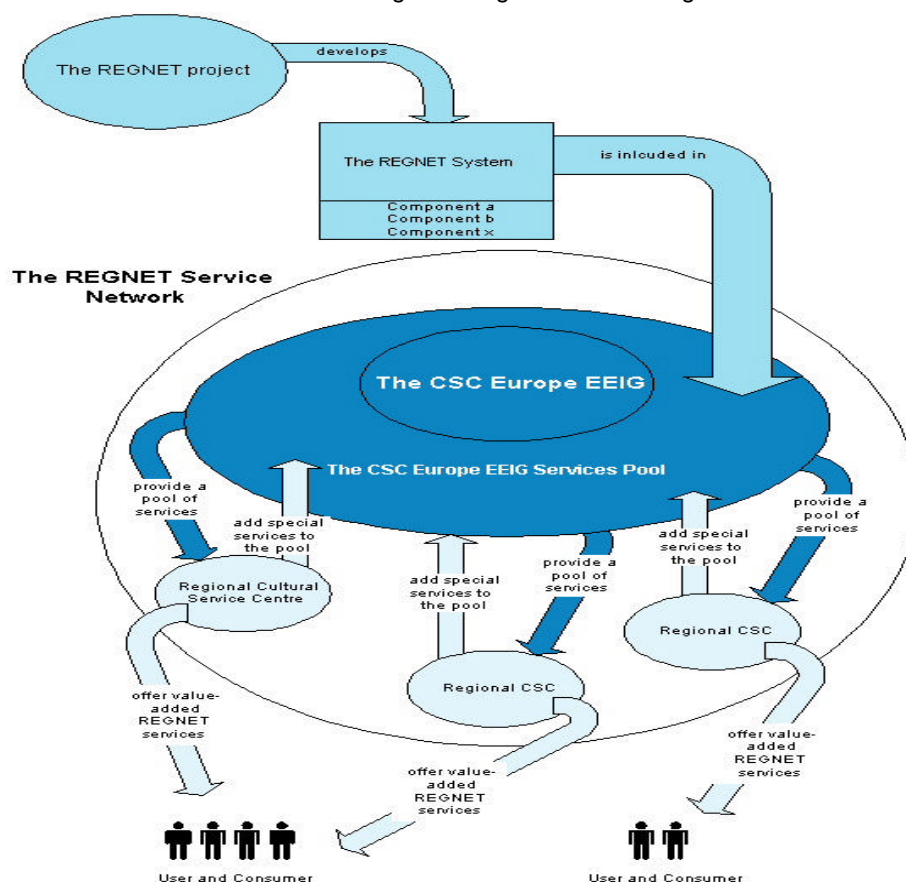
## 4 The REGNET – CSC Partnership Model

### 4.1 The REGNET Service Network

The goals of the REGNET project and respectively the services offered by the REGNET system which is under development are defined as:

- “The REGNET project will deliver a system, which provides a service infrastructure, technical & legal framework to service centres, supporting cultural institutions and industries”, [REGNET project, Annex 1 – Description of Work, p. 4];
- “The REGNET project is developing building blocks to set up a service infrastructure for organizations and users in the field of Cultural Heritage ” [REGNET project, Annex 1 – Description of Work, Attachments, p. A-9];
- REGNET aims to set up a functional network of service centres in Europe, which provide IT services, dedicated to Cultural Heritage organizations, [REGNET project, Annex 1- Description of Work, p.5];

Hence the primal target of REGNET is to develop a set of cultural service centres throughout Europe. These centres will operate by networking their services, repositories and technical infrastructure. The development of a distributed network, and the offering of a set of powerful services for every user, dedicated to the area of Culture Heritage is the greatest advantage of the REGNET system.



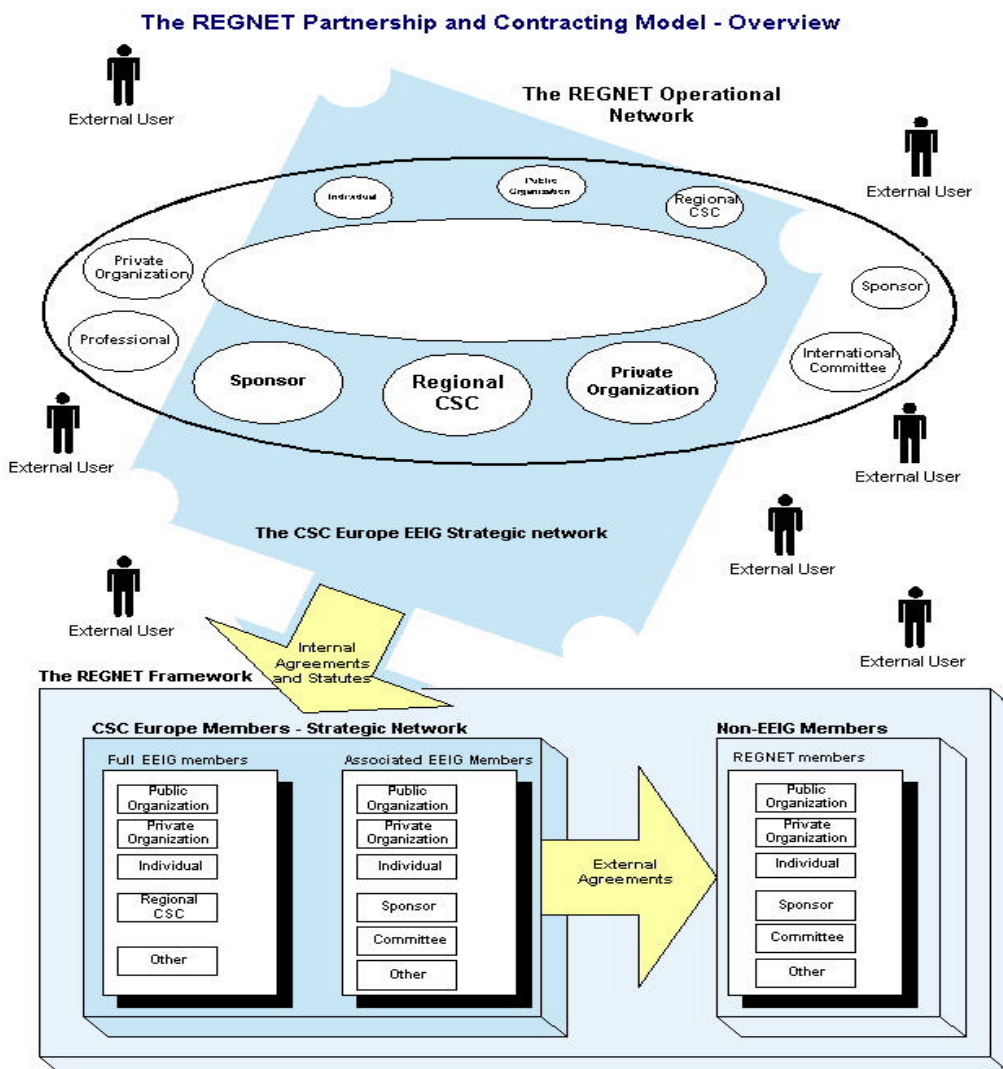


**Figure 2: The REGNET Service Network**

Figure 2 shows the pool of services which will be generated through the cooperation of the different regional service centres with the Cultural Service Centre Europe EEIG. While the Cultural Service Centre Europe EEIG governs and further develops the REGNET systems and provides it to the Service Centres, the Service Centres themselves contribute other value-added service not included in the basic REGNET System to the Cultural Service Centre Europe EEIG Services Pool. These services might be for instance special knowledge in watermarking, theme-based research, digitalizing or other. Being member of the Cultural Service Centre Europe EEIG each Service Centre can profit from this wide variety of services which otherwise would be impossible to offer.

#### 4.2 The REGNET operational and strategic network

The distribution of REGNET will be organized within an operational and strategic network. The following figure shows an overview of the REGNET Network.



**Figure 3: The REGNET Network**



The REGNET operational Network, shown within the oval in the upper part of the above graphic, comprises all organizations, institutes, CSCs, Sponsors, Individuals etc. having some kind of a relationship with REGNET. Out of these participants there is being formed a small group of members constituting the strategic network. This network will adopt the legal form Cultural Service Centre Europe EEIG. Any of the above mentioned partners in the REGNET operational network might be a partner in the Cultural Service Centre Europe EEIG. It is envisaged that newly formed regional Cultural Service Centres have to be members of the Cultural Service Centre Europe EEIG. The legal framework of the Cultural Service Centre Europe EEIG is constituted by internal agreements and the CSC Europe EEIG statutes. Within the final version of D6 the final statutes of the Cultural Service Centre Europe EEIG will be developed and there will also be included sample statutes for the new regional poles/cultural service centres to be founded in future. Example for internal agreements are the REGNET Regional Pole Agreement or the Associate Membership Agreement.

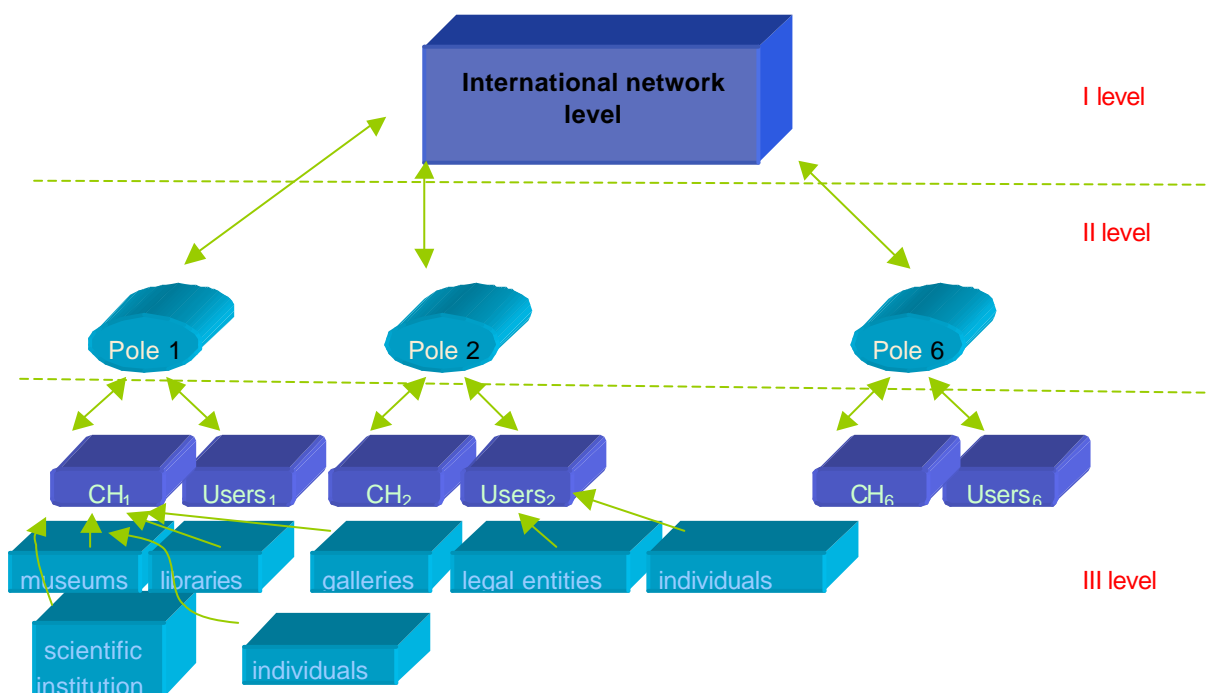
The REGNET strategic network will conclude external agreements with non-members which want to become REGNET members or purchase a REGNET license. This type of REGNET members adhere to the operational REGNET network but are not members of the Cultural Service Centre Europe EEIG.

Finally the graphic depicts also the external users. These are individuals or organization which search the REGNET system or order goods and services using the REGNET public portal facilities but are not REGNET members. These users will have only restricted access to REGNET services.

### 4.3 The Organizational Scheme of the REGNET system

Following the definitions about the REGNET system we can decompose its organizational hierarchy on several levels:

**International network level.** The CSC Europe EEIG This level supports the integrity of REGNET as an international networking organization. It gives the overall framework index, which the REGNET services are offered/developed. The lack of this organizational level will dismiss the idea of the international network and the common access of services, directed for the Culture Heritage area.





**Figure 4: REGNET organizational hierarchy**

**Service centre level.** This level consists of the regional poles or cultural service centres. They offer the latest technical infrastructure and perform IT services dedicated for CH users and content providers; and store and deal with the cultural digital objects. This level is the general service/application provider to the REGNET users and customers. Their current work is done in networking manner by exchanging and performing tasks, originating from the REGNET servicing network. The poles of REGNET can be considered as the “nodes” of the REGNET service network.

**The level of the REGNET customers/users.** As the REGNET system offers objects and services regarding cultural heritage the REGNET users can be divided into two general classes:

First we find the entities and users, related to the content providing activities for the CH area. The members, which consist this branch of users are:

- museums
- libraries
- galleries
- scientific institutions
- individuals

Second we have the entities and users, who play roles as customer of CH objects. The participant of B2B and B2C are also classified here.

Hence the general organizational hierarchy of REGNET consists of three explicit levels. The members of the lowest level participate in a client-server structure. The server level is done by the regional poles – level II. The client level, level III, explicitly defines the customers as content providers (CH institution) and users.

To be operational the organization structure of Figure 4 must exist and operate in a legal framework, which takes into account the negotiations between the hierarchical levels of REGNET. This legal framework must consider all the organizational relations of the REGNET system.

Thus the legal framework has been developed taking into account the actual organizational relations in REGNET.

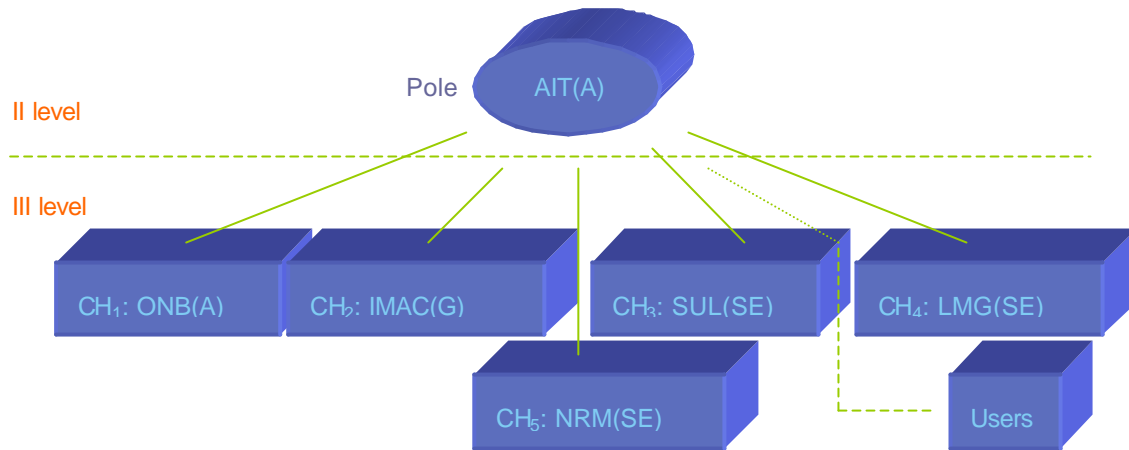
#### **4.4 REGNET partners and current organizational structure**

The REGNET technical infrastructure will be allocated at the regional poles and cultural service centres, which can be considered as “nodes” of the REGNET service network. REGNET sets up infrastructure in 4 European regions with a potential of its extension into 2 additional regions. The REGNET Pole assignment predefined the contract is the following:



Region 1

Middle and Northern Europe



**Figure 5: Organization of REGNET Region 1**

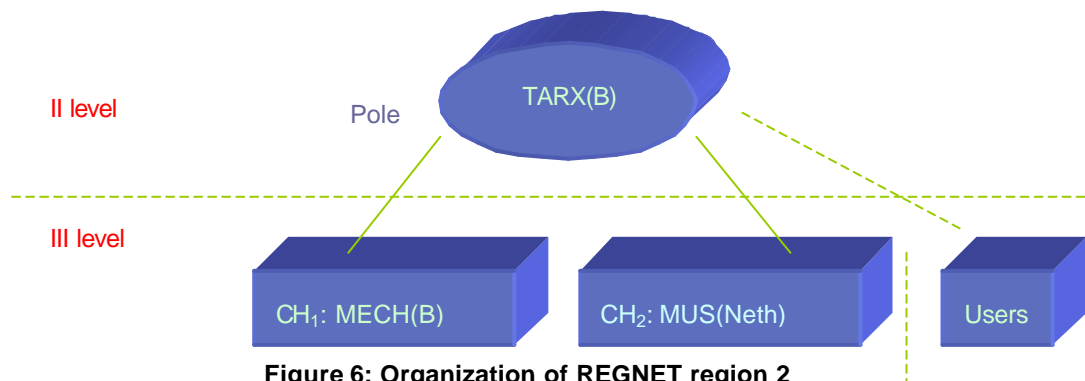
The REGNET Pole for Region 1 is AIT(A), level II. The content providers are CH institutions - ONB(A), IMAC(G), SUL(SE), LMG(SE) and NRM(SE).

The Pole will operate according to "REGNET Regional Pole Agreement" between the pole and the REGNET Consortium, level 1. The CH entities will operate according to "REGNET Cultural Org. Agreement" – established between the pole and the Cultural organization.

*Remark:* Because all mentioned institutions are REGNET originators, they have signed the REGNET membership agreement. This high level agreement has priority on the subordinated ones. Hence explicit agreements between the pole and the content providers is not insisted now.

Region 2

Western Europe



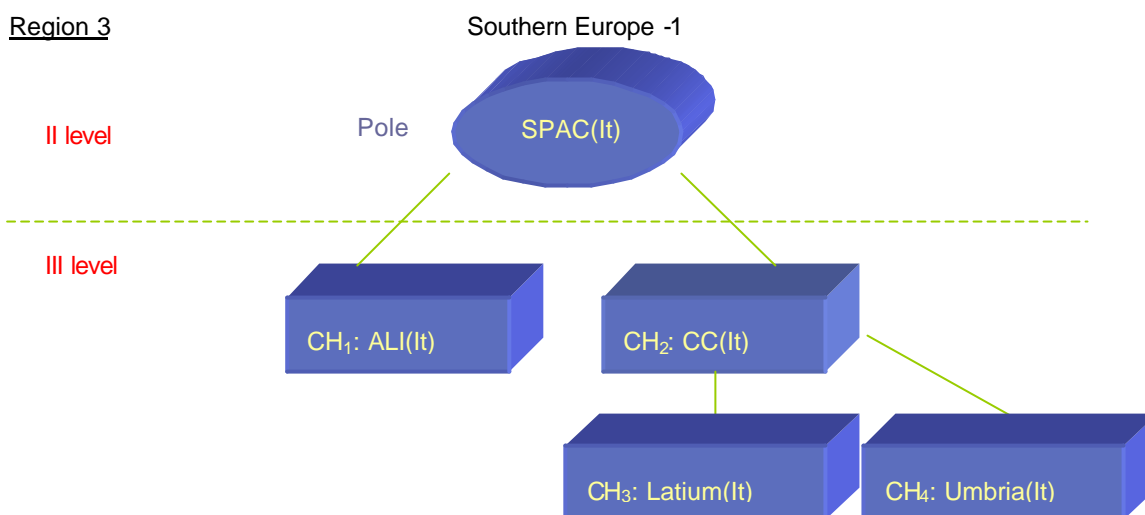
**Figure 6: Organization of REGNET region 2**

The regional Pole is TARX(B). The content providers as CH institutions are MECH(B) and MUS(Neth).



The group of users will be constituted according to the REGNET exploitation. All institutions from Region 2 have signed the REGNET membership agreement. This implies lack of explicit agreements between the pole and CH organizations.

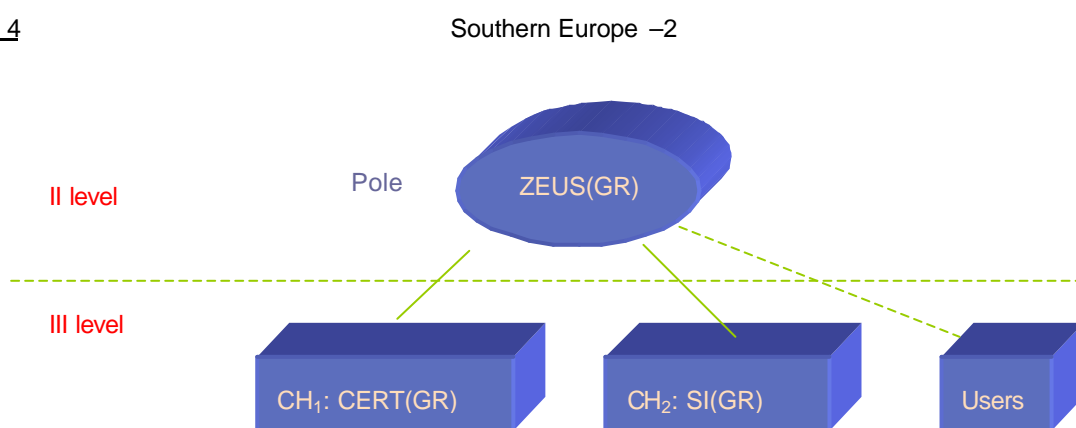
### Region 3



**Figure 7: Organization of REGNET Region 3**

The regional pole is SPAC(It). The content providers as CH institutions are ALI(It) and CC(It). These institutions are members of REGNET consortium and they have signed the REGNET membership agreement. The CC(It) partner will nominate content providers, located in the Italian regions Latium and Umbria. To be effective this nomination the both mentioned CH institutions have to sign "REGNET System Cultural Org. Agreement" between Latium, Umbria and CC.

### Region 4

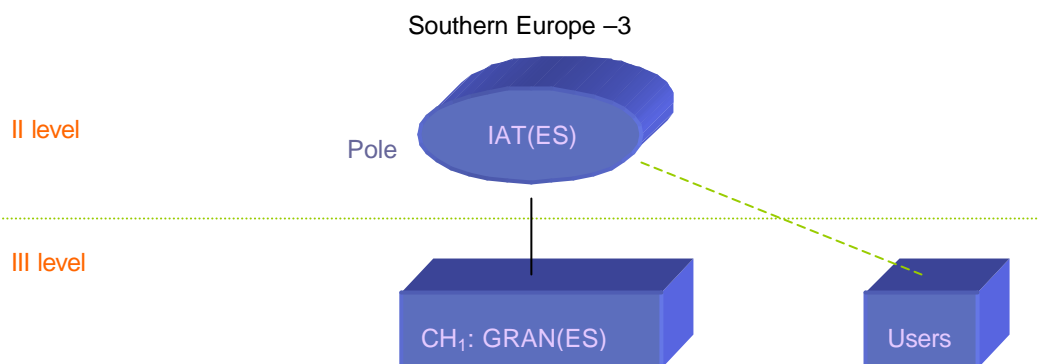


**Figure 8: Organization of Region 4**

The pole and the participants of region 4 are given on figure 8. All these partners are members of the REGNET membership which doesn't insist the establishment of others agreements.



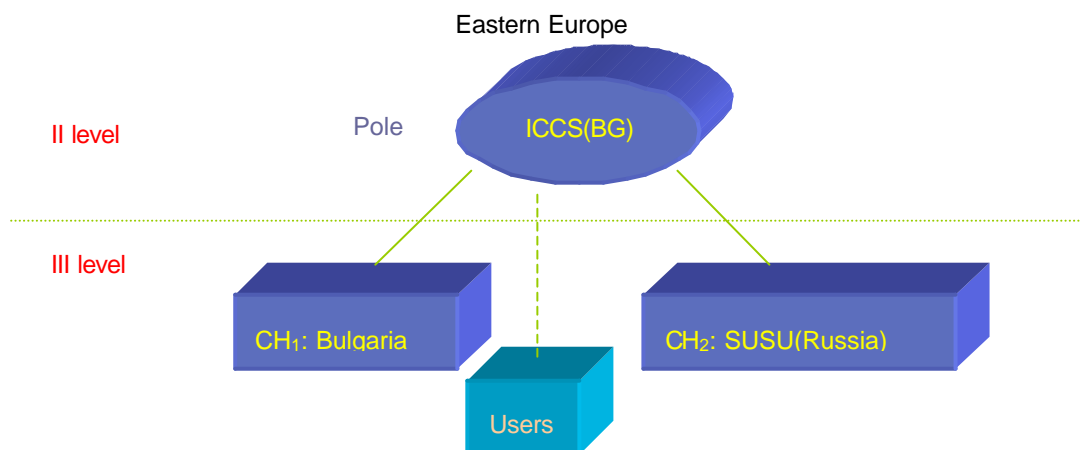
### Region 5



**Figure 9: Organization of REGNET Region 5**

The participants in region 5 are members, included in the REGNET membership agreement. New REGNET types of agreement will be signed with appropriate new users, which will apply for REGNET services and/or memberships.

### Region 6



**Figure 10: Organization of REGNET Region 6**

The pole in region 6 is ICCS(BG). The regional pole applies the agreement "Cultural Org. Agreement" and "Individual Agreement" with CH organizations individuals, acting as content providers for the region of Bulgaria. Additionally, using subcontract signed between ICCS(BG) and SUSU(Russia), the content provider's basis is extended to the region of Russia.

New agreements will be signed when appropriate users will be connected to the ICCS pole.

Following the REGNET project description, regional decomposition, functional and organizational management and tasks allocation it has been estimated the suit of agreements, needed for the REGNET project. The type of agreements follows the organizational hierarchical structure of REGNET. The agreements establish the legal framework, which allows an international network of organizations to cooperate and benefit from the REGNET system.



## 5 The REGNET organizational scheme in the Eastern European Environment

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### 5.1 Introduction

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To set up the operational e-Business network for the REGNET system and to cope the Eastern European partners in an international network of culture service centres, a suit of unified agreements on international and national level is applied. This set of agreements is based on the 3 types of documents:

- REGNET Membership Agreement (RMA),
- REGNET Regional Pole Agreement (RPA),
- REGNET Cultural Org. Agreement (COA) between the Cultural Service Center with the Content provider entity and/or users with REGNET Individual Agreement (RIA)

The cooperation of the participants in the REGNET project is stated according the REGNET Membership Agreement. This agreement utilizes the best practice, derived by the AMICO Membership Agreement [RN\_D3V01\_appendix.pdf, page 9]. The matters, dealing with copyrights and licensee issues are dealt by COA type of agreement. The negotiations and the partnership model is presented accordingly the organizational scheme, stated as follows.

### 5.2 REGNET Organizational Scheme

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The organizational scheme defined for the Eastern European partnership model is influenced by the tasks allocated to ICCS. Particularly, ICCS must develop and support a regional node of REGNET for Eastern Europe partners and Russia. The national regional partnership model is presented in Figure 9. The REGNET pole, which operates as organizational unit is the Culture Service Centre in Bulgaria (CSC-BG). It offers and supports all services and international links towards the REGNET CSC network and services.

The partners of the CSC-BG are:

- ICCS. This legal entity performs the functionality as a REGNET pole in Bulgaria. ICCS provides the technical infrastructure for the CSC-BG. As a member of the REGNET consortium, ICCS has signed the REGNET Membership Agreement. Respectively ICCS by implication will operate according to the REGNET Regional Pole Agreement.
- The Union of Bulgaria Artists (UBA) as a legal entity is nominated to be a Content provider for the region 6 of REGNET. For the exploitation of REGNET UBA will sign the REGNET Cultural Org. Agreement with ICCS as a regional pole in Bulgaria. As a sequence of the role of UBA for the Artist domain, UBA will offer to his members a membership in the REGNET system. The agreement, which determines the terms under which the REGNET system will be available for the artists, will be based on the REGNET Individual Agreement. The later agreement deals also with the copyrights and license matters.

Applying the three level hierarchy of REGNET Agreements, the Bulgarian pole (CSC-BG) may associate to REGNET system not only the Union of Bulgarian Artists but many new providers, organizations, museums, libraries, CH entities. Such a solution keeps the REGNET network open for new participants on the culture heritage market. As a potential new content provider is regarded the Ethnographic museum in Sofia.

- User groups. The CSC-BG can associate directly artists or group of artists to the REGNET network. This association will be managed under the REGNET Cultural Org. Agreement and REGNET Individual Agreement.



- The subcontractor SOUTHERN URAL STATE University (SUSU) for the exploitation of REGNET will sign a REGNET Cultural Org. Agreement. The partnership will be based on the REGNET Membership Agreement.

SUSU (Russia) on its own will support this partnership model on national basis. According to Regional Pole Agreement, Cultural Org. Agreement and REGNET Individual Agreement the Russian partner SUSU will extend the content providers group with individual Artist and Art/Museum organizations.

### **5.3 Peculiarity of the REGNET CSC Partnership Model**

This model minimizes the needs of signing different types of agreements. According to the organization, developed in Figure 9, generally two types of agreements satisfy the requirements for an international e-business network.

- Agreement on national level: REGNET Regional Pole Agreement and REGNET Individual Agreement. These agreements concern both content providers and users of the domain arts. The Copyrights and licenses matters are set up between the partners according to the national legislation according to the Law of copyright and neighbouring rights act [see attachment].
- Agreements on international level. The REGNET Membership Agreement is generally used. It consists partnership functionality, which are applied by AMICO as best practice example. The establishment of new pole is defined according to the REGNET Regional Pole Agreement.

*Annex I: Law of copyright and neighbouring rights.*

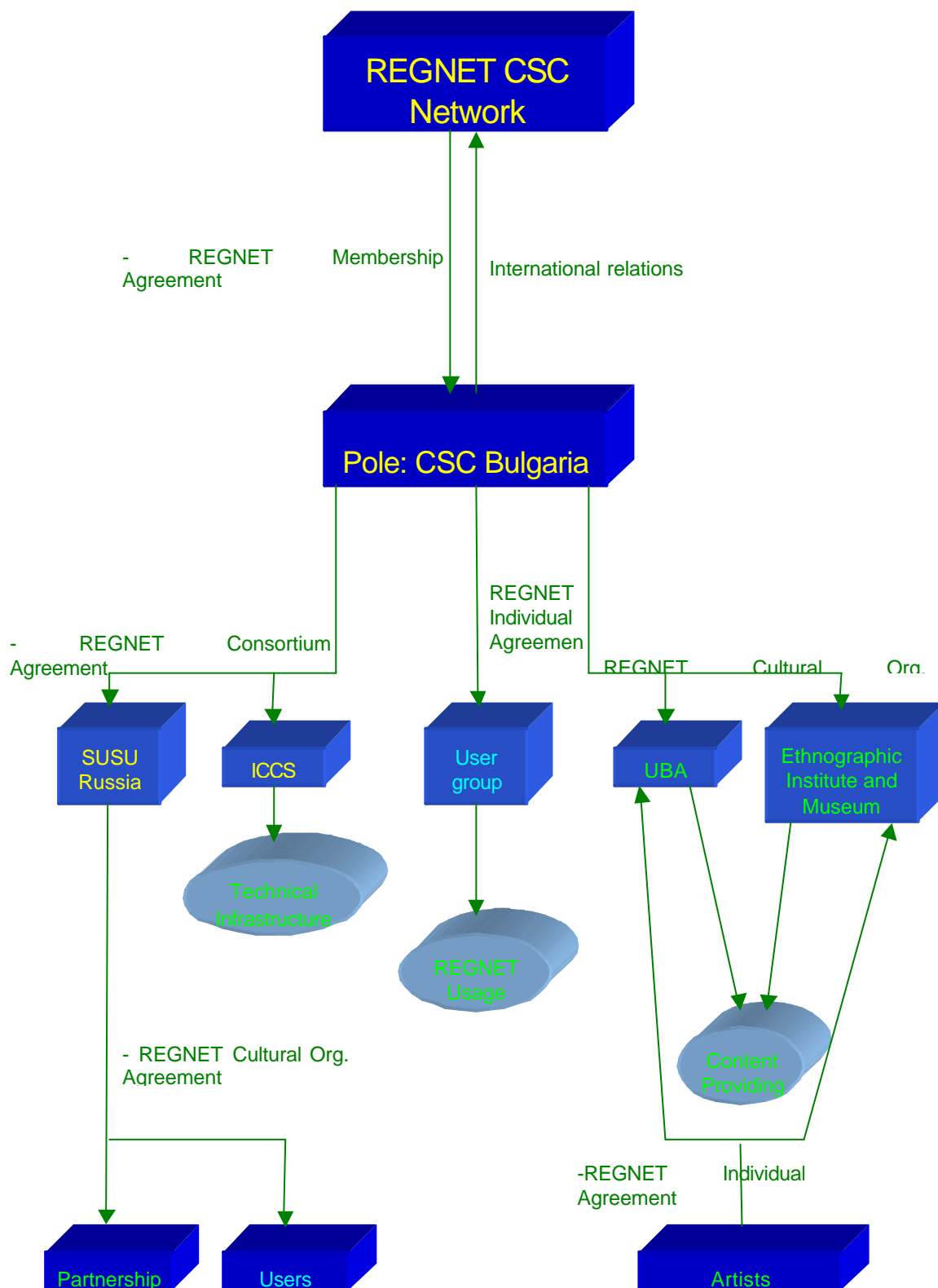




Figure 11 The REGNET Eastern Europe CSC partnership model

## 6 Hierarchy of the legislative framework for REGNET

The legislative framework can be established in different ways, by example in a fully centralized approach. But the approach applied here follows the organizational structure of REGNET. Respectively several types of agreements are developed, concerning different levels. Following the interim development of the project, the experience of related CH networks (eg. AMICO) are taken into account.

The graphic below depicts an overview of the partnership and contracting model of REGNET which has been elaborated so far. There might be changes in the agreements or even come up the necessity to develop new agreements in future due to the experience that will be gained within the demonstration phase of REGNET and after setting up the network.

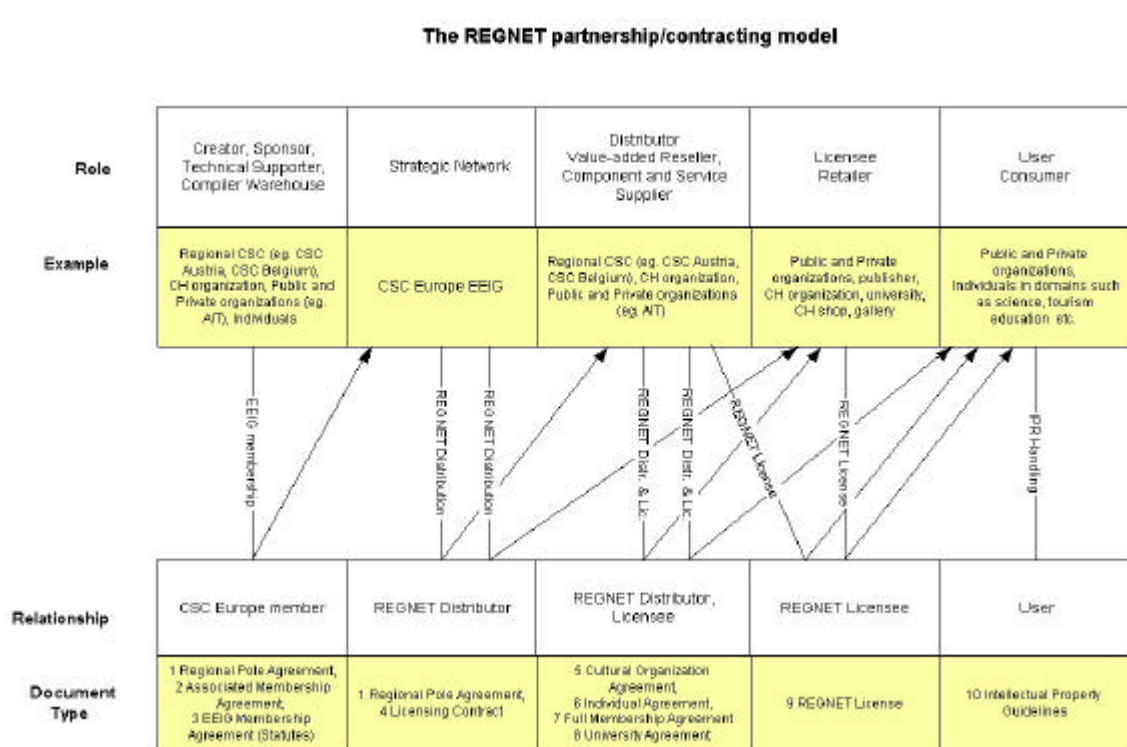


Figure 12: REGNET Partnership and Contracting Model

Starting from the left hand side of the graphic we find the creators, sponsors technical supporters etc. which are members of the CSC Europe EEIG. These organizations (eg. The regional CSCs, cultural heritage organizations, other public and private organizations etc.) or even individuals conclude membership agreements with the CSC Europe EEIG. According to the membership types these agreements can be: (1) Regional Pole Agreements (with CSCs etc.), (3) EEIG Membership Agreements (for full EEIG members) or (2) Associated Membership Agreements (eg. for sponsors).



The CULTURAL SERVICE CENTRE Europe EEIG itself forms the REGNET strategic network. It governs REGNET and can license the REGNET distribution to regional poles/CSCs and to other external License Retailers via a (4) licensing contract.

The regional CSCs, and qualified cultural heritage organizations (museums, archives, libraries etc.) and other public and private organizations can further distribute the REGNET system or license parts of it to REGNET Distributors, Licensees or License Retailers. This will be done through the (5) Cultural Organization Agreement, the (6) Individual Agreement, the (7) Full Membership Agreement, the (8) University Agreement, or the (9) REGNET License.

The (9) REGNET License can also be purchased at a sole License Retailer, like a cultural heritage organization, educational organizations, CH shops etc. The User and Consumer will purchase the REGNET license and will be refer in its usage to national and international intellectual property guidelines. This user of the REGNET license might be any organization or individual, from the science, tourism, education field etc., interested in the REGNET services and products.

Within the first working phase of Deliverable 6 initial versions of the following agreements have been generated:

- (1) Regional Pole Agreement
- (5) Cultural Organization Agreement
- (6) Individual Agreement
- (7) Full Membership Agreement
- (8) REGNET License (for educational, commercial and private purposes)

These agreements are the ones needed most in the starting phase of the REGNET Network. They might be further developed and extended during their first phase of adoption.

## **6.1 REGNET membership agreement**

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This agreement is developed for the high level of the organizational structure of REGNET. It defines the decentralized network structure of REGNET as a unique entity which operates on international basis. The REGNET membership agreement concerns all REGNET participants, who are in charge of the management, development and support of the REGNET infrastructure and services. The membership agreement determines the bodies, their functions and rights which operate on international basis. As extension and regulation rules for the application of the REGNET membership agreement, the document "Statutes of the non-profit organization European Cultural service centre" can be applied.

## **6.2 REGNET Regional Pole Agreement**

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The REGNET pole are the executive entities, which perform the REGNET functionalities and services and are mostly organized in cultural service centres. Each legal entity, willing to act as a pole has to accept the agreement named REGNET Regional Pole Agreement. It has to be applied between the REGNET international level, level 1, and the level of the REGNET Poles, level 2. The Regional Pole is the general executive of services, which are offered to users over a corresponding geographical area. The management of the Regional Poles are described in the document, REGNET Regional Pole Specification. This document presents the regulation rules under which the Poles operate on.



### 6.3 REGNET System Cultural organization Agreement.

This agreement defines the negotiation between the regional poles/CSC Europe EEIG and the content providers.

### 6.4 REGNET System Individual Agreement

This agreement sets the conditions under which legal entities and individuals may utilize the REGNET services and functionalities.

The relations between the suit of agreements are given in Figure 13 the actual agreements are cited in the following chapter 6.

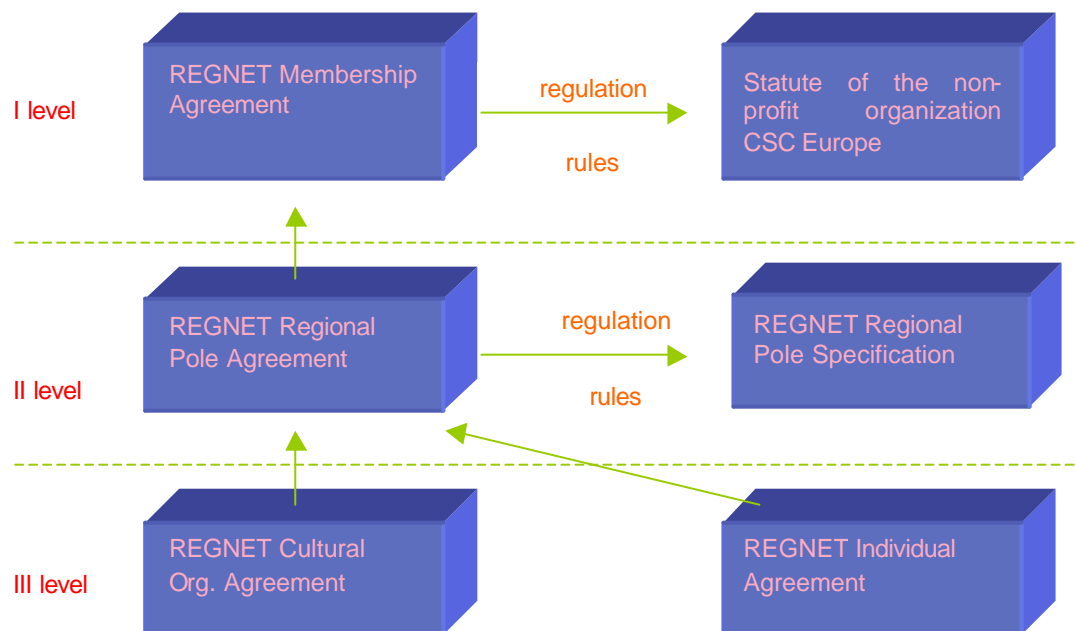


Figure 13: Relations between the REGNET suit of agreements



## **7 Set of agreements on international and national level**

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### **7.1 REGNET cultural organizations agreement**

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#### **Scope of agreement**

This Agreement sets forth terms and conditions under which cultural organisations (mainly Museums, Libraries and Archives) may receive access to and use the REGNET system. This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ (the "Effective Date"), by and between CULTURAL SERVICE CENTRE EUROPE EEIG and \_\_\_\_\_, ("Cultural Organisation Subscriber").

#### **Purpose of REGNET**

REGNET encompasses a functional network of cultural service centres through Europe providing IT services dedicated to cultural heritage organisations. The REGNET system has defined a technical and legal framework for such a service infrastructure.

The CULTURAL SERVICE CENTRE EUROPE EEIG organisation, through associated service centres (the Regional Poles), offers the REGNET services like data entry, search and retrieval, and e-Business.

CULTURAL SERVICE CENTRE EUROPE EEIG is a non-profit enterprise. The purpose of CULTURAL SERVICE CENTRE EUROPE EEIG is to assist its Members in:

- building and maintaining a distributed European Digital Library of visual and documentary resources documenting works of art and culture;
- achieving a critical mass of digital or physical goods to be promoted through the REGNET portal;
- enabling them trading the REGNET services and products to be offered and sold on-line through its e-Business infrastructure.

#### **Definitions**

"REGNET System" means data, programs, standards, methods, processes, reports, instructions, materials, trade secrets, know-how or other information, whether or not reduced to writing or computer software, belonging to the CULTURAL SERVICE CENTRE EUROPE EEIG organisation and put in place for the deployment of the REGNET service infrastructure.



“REGNET Cultural Organisation Agreement” means the Agreement under which CULTURAL SERVICE CENTRE Europe EEIG establishes the eligibility, rights and obligations of a cultural organisation to subscribe to and use the REGNET System, as provided by a Regional Pole.

“Regional Pole” means an organisation authorised by CULTURAL SERVICE CENTRE EUROPE EEIG to provide access to and support services for the REGNET System.

“Designated User” means any person authorised to receive access to and is allowed to use the REGNET System, through a Regional Pole, under the terms and conditions of this Agreement.

“Cultural Organisation” means an organisation with a mission to collect, preserve and interpret culture through exhibitions which are open to the public.

“Cultural Organisation Subscriber” means a Cultural Organisation authorised by CULTURAL SERVICE CENTRE EUROPE EEIG to receive access to and is allowed to use the REGNET System, through a Regional Pole, under the terms and conditions of this Agreement.

#### **REGNET Cultural Organisation Subscription**

**By completing enrolment and by accepting all of the terms and conditions of this Agreement, a qualified Cultural Organisation becomes a REGNET Subscriber, entitled to all of the benefits of and subject to all of the responsibilities of Cultural Organisation Subscribers.**

**The policies and procedures governing the qualifications, rights and obligations of Cultural Organisation Subscribers are established by the Management Committee of CULTURAL SERVICE CENTRE EUROPE EEIG. Continued acceptance of all the terms and conditions is a condition of this Cultural Organisation Subscription.**

#### **Intellectual Property**

##### ***CULTURAL SERVICE CENTRE EUROPE EEIG's Rights***

The REGNET System, and all other allied materials related to the REGNET System are protected under EU copyright law and other applicable intellectual property and proprietary information laws.

The mark, REGNET, and other marks and trade-names used to identify the REGNET System and Organisation are or shall be protected by EU trademark law and other laws. Cultural Organisation Subscriber hereby acknowledges that CULTURAL SERVICE CENTRE EUROPE EEIG is the sole and exclusive owner of the rights described in [REGNET Cultural Organisation Agreement](#).

##### ***Grant of Rights***



CULTURAL SERVICE CENTRE EUROPE EEIG hereby grants to the Cultural Organisation Subscriber a non-exclusive, non-transferable, limited license to use the REGNET System for purposes to Designated Users under the terms of this Agreement.

CULTURAL SERVICE CENTRE EUROPE EEIG hereby grants to the Cultural Organisation Subscriber a non-exclusive, non-transferable, limited license to use the REGNET mark to promote the use of the REGNET System within its Designated User community.

All other uses of the REGNET System, related REGNET materials, and the REGNET Mark requires the permission of or a separate license from CULTURAL SERVICE CENTRE EUROPE EEIG.

#### **Fair use**

CULTURAL SERVICE CENTRE EUROPE EEIG does not intend that the terms of this license in any way limit uses by Designated Users which are designated by European Union intellectual property law.

#### **Users**

##### ***Designated Users***

Cultural Organisation Subscriber may designate categories of users that may receive access to and use the REGNET System under the terms of this Agreement.

Cultural Organisation staff, researchers and scholars, trustees, volunteers or teachers, visitors to the Cultural Organisation facility, students in non-degree granting programs offered by the Cultural Organisation, visiting Cultural Organisation professionals and others officially affiliated with the Cultural Organisation Subscriber may become Designated Users.

##### ***Universities and other Degree Granting Institutions***

University and other degree granting institutions officially affiliated with the Cultural Organisation

**Subscriber may gain access to and use the REGNET System by entering into a separate REGNET University Agreement.**

#### **Limited Access Privilege**

**Cultural Organization Subscriber may grant the privilege of limited access to REGNET to:**



- occasional users who are not Designated Users and who have access to computer terminal physically located on the site of and under the control and administration of the Cultural Organization Subscriber, and
- users of the Cultural Organisation's on-line public access catalogue (OPAC) and similar resources, provided that the data displayed on the Cultural Organisation Subscriber's OPAC does not exceed the scope of the data displayed in the REGNET public website as set forth in the REGNET Public Web Site Specification.

#### Use For Education, Research, and Scholarship

##### *Permitted*

Access to and use of the REGNET System under this Agreement is exclusively for education, research and scholarship.

Designated Users may receive access to and use the REGNET System for:

- classroom instruction, public lecturing, gallery talks and similar educational interpretation,
- research,
- student assignments,
- display in a public gallery, including use in exhibit labels and other didactic components of the exhibit,
- public display or public performance as part of a professional presentation at a seminar, conference, or workshop, or other such similar professional activity);
- use in educational materials created in support of Cultural Organisation programs, provided these materials are not made available for sale or free distribution to the general public;
- use in a student or faculty portfolio, including non-public display thereof, if such use conforms to the customary and usual practice in the field; and
- incorporation into Cultural Organisation records as part of the on-going work of the Cultural Organisation (as for comparison in collection acquisition, conservation, curation).

##### *Prohibited*

**Access to and use of the REGNET System under this Agreement for any and all purposes other than education, research and scholarship is prohibited. Without express authorisation**



from the copyright holder, the Cultural Organisation Subscriber and Designated Users are prohibited from:

- publishing any part of REGNET System in any medium or format,
- redistributing any part of REGNET System by any means beyond the Designated User community, and
- storing any part of REGNET System, in whole or in part, beyond the term of this Agreement, unless expressly permitted.

In no event may a Cultural Organisation Subscriber or its Designated Users use any part of REGNET System, or any adaptation thereof, in a commercial or business related manner. The Cultural Organisation Subscriber, or persons acting on behalf of the Cultural Organisation Subscriber, is prohibited from using any part of REGNET System for fund-raising, marketing promotion, or public relations.

#### *Required Notices*

Any and all publicly displayed parts of REGNET System must carry appropriate REGNET copyright notice.

#### **Adaptations**

##### *Integrity of REGNET system*

The Cultural Organisation Subscriber must take all reasonable steps to ensure the preservation of the integrity of REGNET System. Any adaptation, alteration, addition to, deletion from, manipulation, or modification (together “adaptations”) of the REGNET System, in whole or in part, must be undertaken exclusively for education, research or scholarship. The Cultural Organisation Subscriber must maintain, subject to audit by CULTURAL SERVICE CENTRE EUROPE EEIG, complete and accurate records of all institutionally created or systematic adaptations of REGNET System created under this Agreement, including a record of the specific educational, research, or scholarly purpose served by the adaptation.

#### *Prohibited Practices*

In no event may a Designated User:

- reproduce or distribute any adaptation of the REGNET System, in whole or in part;



- publish any adaptation of an REGNET System, in whole or in part, in any medium or by any means, or
- redistribute any adaptation of an REGNET System, outside the Designated User community specified in this Agreement, in whole or in part, by any means.

### ***Retention of Adaptations***

Upon termination of this Agreement, the Cultural Organisation must certify to CULTURAL SERVICE CENTRE EUROPE EEIG that any and all institutionally created adaptations of the REGNET System have been destroyed. With the exception of adaptations for student assignments and for faculty or student portfolios, Designated Users may not retain any adaptation of the REGNET System, in whole or in part, after the termination of this Agreement. The Cultural Organisation Subscriber is obligated to inform Designated Users of this provision both during the period of use, and if and when the license is terminated.

### ***Notices Required***

In addition to any other notices required under this Agreement, any adaptation of the REGNET System, in whole or in part, must:

- clearly identify all changes in the image and/or related documentation, and
- set forth citations or direct links to the unadapted REGNET System.

### **Distribution**

#### ***Authorised Distribution***

Cultural Organisation Subscriber may receive access to the REGNET System through a REGNET Regional Pole. Designated Users may use the REGNET System at any access point that is controlled by Regional Poles' user authentication system.

### **Security**

#### ***Cultural Organisation General Responsibilities***

Every Cultural Organisation Subscriber is responsible for:

- complying with all computer security procedures required by REGNET's Regional Pole,



- monitoring, exercising control over, and certifying access to the REGNET System,
- taking all other reasonable steps to ensure the security of the REGNET System.

#### ***Cultural Organisation Policies and Procedures***

**Cultural Organisation Subscriber is responsible for establishing, monitoring, and enforcing controls for the proper use of the REGNET System, including:**

- adopting and effectively disseminating policies and procedures governing the proper use of the REGNET System, including appropriate sanctions for knowing and wilful infringements,
- providing instruction to all Designated Users on the proper use of the REGNET System;
- fully investigating all known infringements and taking appropriate disciplinary action in cases of knowing and wilful infringements.

#### **Unauthorised Use**

##### ***Cultural Organisation's Responsibilities***

Cultural Organisation Subscriber shall not be responsible for the unauthorised use or infringement of the REGNET System by Designated Users provided that:

- Cultural Organisation Subscriber is in full compliance with the requirements of this Agreement;
- Such unauthorised use or infringement is without the consent of the Cultural Organisation Subscriber,
- Cultural Organisation Subscriber promptly notifies CULTURAL SERVICE CENTRE EUROPE EEIG of any such unauthorised use or infringement of which it becomes aware;
- Cultural Organisation Subscriber takes all reasonable steps to cause such unauthorised use or infringement to cease immediately and
- the Cultural Organisation Subscriber takes appropriate disciplinary action against the Designated User. Cultural Organisation Subscriber shall co-operate fully with CULTURAL SERVICE CENTRE EUROPE EEIG in any investigation of such unauthorised use or infringement.



### ***CULTURAL SERVICE CENTRE EUROPE EEIG's Rights***

CULTURAL SERVICE CENTRE EUROPE EEIG shall have the sole right, at its discretion, to bring any legal action because of an unauthorised use or infringement of the REGNET System. Cultural Organisation Subscriber shall not bring any legal action in connection with an unauthorised use or infringement without first consulting with CULTURAL SERVICE CENTRE EUROPE EEIG.

### ***Fees and Payment***

Cultural Organisation Subscriber receiving access to the REGNET System through REGNET's Regional Pole is responsible for the prompt payment of all subscription fees as defined by a CULTURAL SERVICE CENTRE EUROPE EEIG schedule, based on numbers of Designated Users, certified by the Cultural Organisation Subscriber.

This fee, along with other applicable REGNET Cultural Organisation Agreement fees charged by the Regional Pole for provision of access, will be collected by the Regional Pole as a condition of providing that service.

### **Notices**

#### ***CULTURAL SERVICE CENTRE EUROPE EEIG***

CULTURAL SERVICE CENTRE EUROPE EEIG may give written notices under this Agreement to Cultural Organisation Subscriber by electronic mail, by a general posting to the Cultural Organisation Subscriber, by facsimile transmission (with receipt confirmed), or by conventional mail. In the case of electronic or a general posting to the Cultural Organisation Subscriber, notice shall be deemed to have been given on the day of the delivery of the transmission. In the case of conventional mail, notice shall be deemed to have given on the fifth business day of mailing if mailed postage prepaid. Any notice given to the Cultural Organisation Subscriber will constitute notice to all Designated Cultural Organisation Users.

#### ***Cultural Organisation Subscriber***

Cultural Organisation Subscriber must give notice to CULTURAL SERVICE CENTRE EUROPE EEIG by electronic mail or conventional mail, unless otherwise specified in this Agreement. A notice by a Cultural Organisation Subscriber to CULTURAL SERVICE CENTRE EUROPE EEIG will not change the terms of this Agreement, or the terms of any CULTURAL SERVICE CENTRE EUROPE EEIG policy or guideline, unless an authorised officer of CULTURAL



SERVICE CENTRE EUROPE EEIG expressly accepts the change in writing. Notices to CULTURAL SERVICE CENTRE EUROPE EEIG by conventional mail must be sent to:

XXXXX — ADDRESS -- XXXXX

### **Representations and Warranties**

#### ***General***

CULTURAL SERVICE CENTRE EUROPE EEIG represents and warrants that it has the authority to enter into this Agreement. Cultural Organisation subscriber represents and warrants that it is a Cultural Organisation, according to the definition of a "Cultural Organisation" given within this Agreement, and that it has the Authority to enter into this Agreement and to perform all the obligations under this Agreement.

#### ***Intellectual Property***

CULTURAL SERVICE CENTRE EUROPE EEIG warrants and represents that, to the best of its knowledge, the use of the REGNET System under the terms and conditions of this Agreement shall not infringe the rights of any third party. However, the foregoing shall not apply to adaptations of the REGNET System, in whole or in part, created under Section # of this Agreement. CULTURAL SERVICE CENTRE EUROPE EEIG makes no warranties and representations, and expressly disclaims any liability, with respect to any rights of publicity or privacy and any moral rights in any part of the REGNET System.

### **Indemnification**

#### ***CULTURAL SERVICE CENTRE EUROPE EEIG***

To the extent authorised by law, CULTURAL SERVICE CENTRE EUROPE EEIG shall defend and indemnify Cultural Organisation, its employees, officers, and directors against any claim or action brought against Cultural Organisation Subscriber arising out of:

- CULTURAL SERVICE CENTRE EUROPE EEIG's breach of any term or condition of this Agreement,
- Any third party claim for infringement or other violation of any third party's intellectual property right or proprietary rights in connection with Cultural Organisation Subscriber's authorised uses under this Agreement except with respect to adaptations of the REGNET System, in whole or in



part, created under **Section #** of this Agreement. With respect to any such claim or action, CULTURAL SERVICE CENTRE EUROPE EEIG shall pay any costs, damages, reasonable attorney's fees or other expenses incurred by the Cultural Organisation Subscriber.

#### ***Cultural Organisation Subscriber***

To the extent authorised by law, Cultural Organisation Subscriber shall defend and indemnify CULTURAL SERVICE CENTRE EUROPE EEIG, its employees, officers, and directors against any claim or action brought against CULTURAL SERVICE CENTRE EUROPE EEIG in connection with:

- Cultural Organisation Subscriber's breach of any term or condition of this Agreement, and
- Cultural Organisation Subscriber's unauthorised use of the REGNET System, and
- Designated Users' unauthorised uses of the REGNET System if known to the Cultural Organisation Subscriber but not acted upon by the Cultural Organisation as specified in **sections ## and ### of this agreement**. With respect to any such claim or action, Cultural Organisation Subscriber shall pay any costs, damages, reasonable attorney's fees or other expenses incurred by CULTURAL SERVICE CENTRE EUROPE EEIG.

#### **Reporting Requirements**

##### ***Use Studies***

The Cultural Organisation Subscriber is urged to share with CULTURAL SERVICE CENTRE EUROPE EEIG data from all use studies conducted with the REGNET System.

##### ***Policy on Licensed Resources***

The Cultural Organisation Subscriber must provide CULTURAL SERVICE CENTRE EUROPE EEIG with a copy of its policies on the use of licensed resources, and its procedures for acting against known infringements.



### **Withdrawal of parts from the REGNET System**

Withdrawal of any part of the REGNET System

CULTURAL SERVICE CENTRE EUROPE EEIG may withdraw specific parts from the REGNET System for good cause shown. Any claim, dispute, or action related to contributed multimedia documentation by a REGNET Member shall be deemed to establish good cause for the removal of such a work. The Cultural Organisation Subscriber shall withdraw disputed part(s) of the REGNET System from institutionally managed local storage within ten (10) days following the date of notice by CULTURAL SERVICE CENTRE EUROPE EEIG requesting such removal.

### **Term and Termination**

#### ***Term***

This Agreement shall come into force on the Effective Date and shall remain in effect through the end of the subscription year as defined by the Regional Pole. This Agreement shall automatically be extended for successive terms provided that the annual subscription fees are paid and no notice of change of terms is given by CULTURAL SERVICE CENTRE EUROPE EEIG.

#### ***Termination***

CULTURAL SERVICE CENTRE EUROPE EEIG may terminate this Agreement upon at least thirty (30) days' prior written notice to the Cultural Organisation Subscriber because of any failure of the Cultural Organisation Subscriber to perform or observe any material term, agreement or warranty, or if any representation contained herein is false. The failure of the Cultural Organisation Subscriber to report any infringement of which it becomes aware shall be deemed to be a material breach of this Agreement. However, the failure of a Designated User to perform or observe any material term or condition of this Agreement shall not in itself be grounds for termination provided that the Cultural Organisation Subscriber is discharging its responsibilities under **Section # of this Agreement**.

#### ***Conduct upon Termination***

Upon termination of this Agreement for any reason, Cultural Organisation Subscriber shall promptly notify all Designated Users that the REGNET System subscription has been



terminated and shall promptly remove all parts of the REGNET System and the REGNET System itself from cultural organisation networks and computers. Cultural Organisation Subscriber shall promptly erase or destroy all institutionally created and/or managed copies of REGNET materials fixed in any physical medium, including prints, slides, and compact disks to provide certification to CULTURAL SERVICE CENTRE EUROPE EEIG of their destruction.

### **Miscellaneous Provisions**

#### ***Entirety of the Agreement***

The terms and conditions of this Agreement supersede all prior oral and written Agreements between the parties with respect to the subject matter of this Agreement and shall constitute the entire Agreement between the parties with respect to the matters contained herein. This Agreement shall not be modified or amended except by writing duly executed by authorised representatives of the parties.

#### ***Choice of Law.***

This Agreement will be interpreted, governed, and enforced under the laws of the **European Community**, without regard to its conflict of law rules. Any claims or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration to be held in **YYYYYY** in accordance with the Commercial Arbitration Rules of the **XXXXXX**, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### ***No assignment***

The Parties to this Agreement shall not assign, subcontract, or sublicense this agreement or any of the rights and obligations thereunder.

IN WITNESS THEREFORE, the Parties have caused this Agreement to be executed as the first day and year written above.



CULTURAL SERVICE CENTRE EUROPE EEIG

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( Cultural Organisation Subscriber Name)

Name, Executive Director

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(Print Name and Title)

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## 7.2 The REGNET Full Membership Agreement

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**REGNET**  
**Cultural Heritage in Regional Networks**  
**Full Membership Agreement**  
**by and between**  
**CULTURAL SERVICE CENTRE EUROPE EEIG**  
**And**

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Effective June 2002 Page 1 of 4

**REGNET**  
**Cultural Heritage in Regional Networks**  
**Full Membership Agreement**

### 1. Introduction

*This Agreement sets forth the terms and conditions under which a qualified institution may become a full member of CULTURAL SERVICE CENTRE EUROPE EEIG, a nonprofits enterprise. This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ (the "Effective Date"), by and between CULTURAL SERVICE CENTRE EUROPE EEIG and \_\_\_\_\_, ("REGNET Member").*

### 2. Purpose of REGNET

REGNET encompasses a functional network of cultural service centres through Europe providing IT-services dedicated to cultural heritage organisations . The REGNET system has defined a technical and legal framework for such service infrastructure.

The CULTURAL SERVICE CENTRE EUROPE EEIG organisation, through associated service centres (The Regional Poles), offers services like data entry, search and retrieval, and e-Business.

The purpose of CULTURAL SERVICE CENTRE EUROPE EEIG is to assist its Members in:

- Building and maintaining a distributed European Digital Library of visual and documentary resources documenting work or art and culture.
- Achieving a critical mass of digital or physical goods to be promoted through the REGNET portal;
- Enabling them trading the REGNET services and products to be offered and sold on-line through its eBusiness infrastructure.

### 3. Definitions

REGNET System" means data, programs, standards, methods, processes, reports, instructions, materials, trade secrets, know-how or other information, whether or not reduced to writing or



computer software, belonging to the CULTURAL SERVICE CENTRE EUROPE EEIG organisation and put in place for the deployment of the REGNET service infrastructure.

“REGNET Cultural Organisation Agreement” means the Agreement under which CULTURAL SERVICE CENTRE EUROPE EEIG establishes the eligibility, rights and obligations of a cultural organisation to subscribe to and use the REGNET System, as provided by a Regional Pole.

“REGNET License” means the agreement under which CULTURAL SERVICE CENTRE EUROPE EEIG establishes rights and obligations for user institutions.

“REGNET Work” are the catalogue records, associated digital image, and all other related digital multimedia or text documentation of a work of art contributed by a member to in REGNET System.

“Regional Pole” means an organisation authorised by CULTURAL SERVICE CENTRE EUROPE EEIG to provide access to and support services for the REGNET System.

“Designated User” means any person authorised to receive access to and is allowed to use the REGNET System under the terms and conditions of this Agreement.

“Cultural Organisation” means an organisation with a mission to collect, preserve and interpret culture through exhibitions which are open to the public.

“Cultural Organisation Subscriber” means a Cultural Organisation authorised by CULTURAL SERVICE CENTRE EUROPE EEIG to receive access to and is allowed to use the REGNET System, through a Regional Pole, under the terms and conditions of this Agreement.

#### **4. REGNET Membership**

By accepting all of the terms of this Agreement, a qualified institution becomes a REGNET Member, entitled to all of the benefits of membership and subject to all of the responsibilities of REGNET Members. The Management Committee of CULTURAL SERVICE CENTRE EUROPE EEIG shall establish the policies and procedures governing enrolment, including the qualifications for and rights of classes of members. Continued acceptance of all of the terms and conditions of this Agreement is a condition of membership.

##### **4.1 Benefits**

An REGNET Member is entitled to: (1) have free access to and use The REGNET System under an REGNET License, (2) have access to the full range of REGNET Member Services during the period of membership, (3) participate in the governance of REGNET, by voting for Members of the Board of Directors, and (4) name a representative (if desired) to any or all of the REGNET Working Committees through which policy recommendations are made.

##### **4.2 Responsibilities**

Unless relieved by the REGNET Board of their commitment, an REGNET Member is responsible for: (1) complying with all of the terms and conditions of this Agreement and such policies and guidelines governing REGNET membership as the CULTURAL SERVICE CENTRE EUROPE EEIG Management Committee and its Working Committees may adopt from time to time; (2) making timely, annual contributions of multimedia documentation of works of art to The REGNET System without conditions or restrictions except the express conditions or restrictions of the creator or copyright owner of the original work of art; (3) ensuring that such contributions conform to the REGNET



technical documentation standards; and (4) promptly paying all membership dues and any charges or fees, as established by the REGNET Board.



## **5. Intellectual Property Rights**

### **5.1 Warranty**

REGNET Member warrants and represents that, to the best of its knowledge, the rights granted herein will not infringe the rights of any third party. REGNET Member further warrants and represents that it has conducted a review of the rights granted herein according to documented internal policies and procedures.

### **5.2 Grant of Rights**

REGNET Member hereby grants to CULTURAL SERVICE CENTRE EUROPE EEIG a non-exclusive, world-wide license to reproduce, distribute, publicly display, and make derivative works based upon the contributed multimedia documentation of a work of art, or any portion thereof, and to sublicense their use by Subscribers, solely as part of or in connection with the compilation and distribution of The REGNET Library.

### **5.3 Withdrawal of Disputed REGNET Works**

REGNET Member may withdraw from its contribution under this Agreement specifically identified contributed multimedia documentation for good cause shown. Any claim, dispute or action related to contributed multimedia documentation shall be deemed to establish good cause shown for the withdrawal of such documentation. REGNET Members shall be responsible for promptly notifying CULTURAL SERVICE CENTRE EUROPE EEIG of any claim, dispute or action related to contributed multimedia documentation. Within ten (10) days of the receipt of such notification, CULTURAL SERVICE CENTRE EUROPE EEIG shall withdraw such multimedia documentation and provide notice thereof to Subscribers. REGNET Licenses shall provide for the withdrawal of any disputed REGNET Work within ten (10) days of the receipt such notice of withdrawal.

### **5.4 Acknowledgement of Ownership**

REGNET Member acknowledges that REGNET shall be the sole and exclusive owner of the compilation of "REGNET Works" (The REGNET System), including all related copyrights, trademarks, tradenames, and other intellectual property rights, currently in existence or later developed.

## **6. Insurance and Indemnification**

### **6.1 Insurance**

CULTURAL SERVICE CENTRE EUROPE EEIG shall obtain, at its own expense, and shall have in full force and effect at all times during the term of this Agreement, insurance covering comprehensive commercial general liability (including broad coverage for injury to persons, property, premises, ongoing and completed operations, and products), errors and omissions liability, publisher's liability, advertising liability, and contractual liability through an insurance carrier. The level of insurance will protect against any loss, liability, judgment, damage, cost or expense, including reasonable attorney's fees, arising out of or in any way resulting from any and all activities or obligations under this Agreement (collectively "Liabilities"). CULTURAL SERVICE CENTRE EUROPE EEIG shall provide at least thirty days (30) days to each REGNET Full Member of any material change in coverage or cancellation. 6.2 Indemnification to the extent that any of the above Liabilities exceed the limits of the insurance required by Section 6.1, and to the extent authorized by law, each REGNET Full Member shall jointly and severally indemnify and hold harmless CULTURAL SERVICE CENTRE EUROPE EEIG and its employees, officers and directors, principals, agents, successors, assigns, legal represented counsel, and directors against such Liabilities.

## **7. Term and Termination**



### 7.1 Term

This Agreement shall come into force as of the Effective Date and shall remain in force for an initial term of two years from the Effective Date, unless terminated as provided for in this section.

### 7.2 Term of REGNET Licenses

CULTURAL SERVICE CENTRE EUROPE EEIG shall not, under the rights granted under this Agreement, offer Subscribers licenses that exceed one year.

### 7.3 Renewal

This Agreement shall automatically be renewed for an additional period of one year, unless either party gives the other party written notice of non-renewal at least ninety (90) days before the end of the initial term or the renewal term.

### 7.4 Termination

In addition to whatever other rights of termination it may have, either Party, at its option, may terminate this Agreement upon at least ninety (90) days' prior notice. Immediately upon the earlier of notice of termination or termination, CULTURAL SERVICE CENTRE EUROPE EEIG shall cease to issue new REGNET Licenses for the multimedia documentation of the terminating REGNET Member beyond the term of the licenses then in effect. However, notice of termination shall have no effect on REGNET licenses then in effect. Once no further licenses are in effect for REGNET Member's contributed works, such works shall promptly be removed from The REGNET System and all copies of such works in REGNET's possession, custody or control shall be immediately returned to REGNET Member or destroyed.

## 8 Dissolution of CULTURAL SERVICE CENTRE EUROPE EEIG

In the event of the dissolution or final liquidation of CULTURAL SERVICE CENTRE EUROPE EEIG, REGNET Member shall take all reasonable steps to ensure that its contributed multimedia documentation remain available under the terms and conditions of Licenses then in effect, and towards this end REGNET Member also shall cooperate with any charitable, educational or cultural REGNET Member selected successor organization to CULTURAL SERVICE CENTRE EUROPE EEIG.

## 9 Miscellaneous Provisions

### 9.1 Notices

CULTURAL SERVICE CENTRE EUROPE EEIG shall give written notice to REGNET Members under this Agreement by electronic mail, by a general posting on the REGNET Discussion List, by facsimile transmission (with receipt confirmed), or by conventional mail. In the case of electronic mail or general posting to the REGNET Discussion List, notice shall be deemed to have been given on the day of the delivery of the transmission. In the case of conventional mail, notice shall be deemed to have been given on the fifth business day following the day of mailing if mailed postage prepaid.

REGNET Member shall give written notice to CULTURAL SERVICE CENTRE EUROPE EEIG by electronic mail, by facsimile transmission (with receipt confirmed), or by conventional mail, unless otherwise specified in this Agreement. In the case of electronic mail, notice shall be deemed to have been given on the day of the delivery of the transmission. In the case of conventional mail, notice shall be deemed to have been given on the fifth business day following the day of mailing if mailed postage prepaid. A notice by an Member to REGNET will not change the terms of this Agreement, or the terms of any REGNET policy or guideline, unless an authorized officer of REGNET expressly accepts the change in writing. Notices to REGNET by conventional mail should be sent to:

### 9.2 No Assignment



Except as otherwise permitted under this Agreement, The Parties to this Agreement shall not assign, subcontract, or sublicense this Agreement or any of the rights and obligations thereunder.

### 9.3 Entirety of Agreement

The terms and conditions of this Agreement and its exhibits supersede all prior oral and written agreements between the Parties with respect to the subject matter of this Agreement and shall constitute the entire agreement between the parties with respect to the matters contained herein. This Agreement shall not be modified or amended except by writing duly executed by authorised representatives of the Parties.

### 9.4 Choice of Law

This Agreement shall be interpreted, governed and enforced under the laws of the European Union, without regard to its conflict of law rules. [Any claims or disputes arising out or relating to this Agreement shall be resolved by binding arbitration to be held in the District of Brussels in accordance with the Commercial Arbitration Rules or any successor rules of the European Arbitration Association or any successor, and judgement upon the award by the arbitrators may be entered in any Court having jurisdiction thereof.

### 9.5 Use of Names

CULTURAL SERVICE CENTRE EUROPE EEIG acknowledges that the names of REGNET Member may not be used in any manner or through any medium, whether written, oral or visual, for any purpose whatsoever, including advertising, marketing, fundraising, promotion or publicity, without the prior written approval of REGNET Member. However, the name of REGNET Member may be used to indicate membership in REGNET in a list of all other REGNET Members. Under no circumstances shall the name of REGNET Member be used on CULTURAL SERVICE CENTRE EUROPE EEIG's letterhead or business correspondence.

### 9.6 Representatives

For purposes of providing guidance and direction in daily operational matters, granting approvals or withholding the same, and for general project co-ordination, REGNET Member shall be represented by:

Name & Position: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

IN WITNESS THEREFORE, the Parties have caused this Agreement to be executed as the first day and year written first above.

CULTURAL SERVICE CENTRE EUROPE EEIG \_\_\_\_\_

[CULTURAL SERVICE CENTRE EUROPE EEIG Member]

[Name], Executive Director

\_\_\_\_\_  
[Print Name]

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_



### 7.3 The REGNET Individual Agreement

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#### Scope of agreement

This Agreement sets forth terms and conditions under which a person may receive access to and use the REGNET system. This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ (the "Effective Date"), by and between CULTURAL SERVICE CENTRE EUROPE EEIG and \_\_\_\_\_, ("Individual Subscriber").

#### Purpose of REGNET

REGNET encompasses a functional network of cultural service centres through Europe providing IT services dedicated to cultural heritage organisations. The REGNET system has defined a technical and legal framework for such a service infrastructure.

The CULTURAL SERVICE CENTRE EUROPE EEIG organisation, through associated service centres (the Regional Poles), offers services like data entry, search and retrieval, and e-Business.

CULTURAL SERVICE CENTRE EUROPE EEIG is a non-profit enterprise. The purpose of CULTURAL SERVICE CENTRE EUROPE EEIG is to assist its Members in:

- building and maintaining a distributed European Digital Library of visual and documentary resources documenting works of art;
- achieving a critical mass of digital or physical goods to be promoted through the REGNET portal;
- enabling them trading REGNET services and products to be offered and sold on-line through its e-Business infrastructure.

#### Definitions

"REGNET System" means data, programs, standards, methods, processes, reports, instructions, materials, trade secrets, know-how or other information, whether or not reduced to writing or computer software, belonging to the CULTURAL SERVICE CENTRE EUROPE EEIG organisation and put in place for the deployment of the REGNET service infrastructure.

"REGNET Individual Agreement" means the Agreement under which CULTURAL SERVICE CENTRE EUROPE EEIG establishes the eligibility, rights and obligations of a person to subscribe to and use the REGNET System, as provided by a Regional Pole.



“Regional Pole” means an organisation authorised by CULTURAL SERVICE CENTRE EUROPE EEIG to provide access to and support services for the REGNET System.

“Designated User” means any person authorised to receive access to and is allowed to use the REGNET System, through a Regional Pole, under the terms and conditions of this Agreement.

### **REGNET Individual Subscription**

**By completing enrolment and by accepting all of the terms and conditions of this Agreement, a person becomes a REGNET Subscriber, entitled to all of the benefits of and subject to all of the responsibilities of Individual Subscribers.**

**The policies and procedures governing the qualifications, rights and obligations of Designated Users are established by the Management Committee of CULTURAL SERVICE CENTRE EUROPE EEIG. Continued acceptance of all the terms and conditions is a condition of this Individual Subscription.**

### **Intellectual Property**

#### ***CULTURAL SERVICE CENTRE EUROPE EEIG's Rights***

The REGNET System, and all other allied materials related to the REGNET System are protected under EU copyright law and other applicable intellectual property and proprietary information laws.

The mark, REGNET, and other marks and trade-names used to identify the REGNET System and Organisation are or shall be protected by EU trademark law and other laws. Individual Subscriber hereby acknowledges that CULTURAL SERVICE CENTRE EUROPE EEIG is the sole and exclusive owner of the rights described in REGNET Individual Agreement.

#### ***Fair use***

CULTURAL SERVICE CENTRE EUROPE EEIG does not intend that the terms of this license in any way limit uses by Designated Users which are designated by European Union intellectual property law.

### **Users**

**The Individual Subscriber is the only person authorised to access and use the REGNET System under the terms and Conditions of this Agreement.**



#### Use For Private or Personal Purpose

##### *Permitted*

Access to and use of the REGNET System under this Agreement is exclusively for private or personal purpose, that is, the use of the REGNET System for private personal study or research provided that such use does not generate a profit.

##### *Prohibited*

**Access to and use of the REGNET System under this Agreement for any and all purposes other than private or personal purpose is prohibited. Without express authorisation from the copyright holder, the Individual Subscriber is prohibited from:**

- **reproduce or distribute any adaptation of the REGNET System, in whole or in part;**
- publishing any part of REGNET System in any medium or format,
- storing any part of REGNET System, in whole or in part, beyond the term of this Agreement, unless expressly permitted.

**In no event may an Individual Subscriber use any part of REGNET System, or any adaptation thereof, in a commercial or business related manner. The Individual Subscriber is prohibited from using any part of REGNET System for fund-raising, marketing promotion, or public relations.**

##### *Required Notices*

Any and all publicly displayed parts of REGNET System must carry appropriate REGNET copyright notice.

#### Adaptations

##### *Integrity of REGNET system*

**The Individual Subscriber must take all reasonable steps to ensure the preservation of the integrity of REGNET System. Any adaptation, alteration, addition to, deletion from, manipulation, or modification (together “adaptations”) of the REGNET System, in whole or in part, must be undertaken exclusively for private or personal purpose.**



### ***Retention of Adaptations***

Designated Users may not retain any adaptation of the REGNET System, in whole or in part, after the termination of this Agreement.

### ***Notices Required***

In addition to any other notices required under this Agreement, any adaptation of the REGNET System, in whole or in part, must:

- clearly identify all changes in the image and/or related documentation, and
- set forth citations or direct links to the unadapted REGNET System.

### **Distribution**

#### ***Authorised Distribution***

Individual Subscriber may receive access to the REGNET System through a REGNET Regional Pole. They may use the REGNET System at any access point that is controlled by Regional Poles' user authentication system.

### **Security**

#### ***Individual Subscriber's General Responsibilities***

Every Individual Subscriber is responsible for:

- complying with all computer security procedures required by REGNET's Regional Pole,
- monitoring, exercising control over, and certifying access to the REGNET System,
- taking all other reasonable steps to ensure the security of the REGNET System.

### **Unauthorised Use**

#### ***Individual Subscriber's Responsibilities***

Individual Subscriber shall not be responsible for the unauthorised use or infringement of the REGNET System by non-authorised users provided that:

- Individual Subscriber is in full compliance with the requirements of this Agreement;
- Such unauthorised use or infringement is without the consent of the Individual Subscriber,



- Individual Subscriber promptly notifies CULTURAL SERVICE CENTRE EUROPE EEIG of any such unauthorised use or infringement of which he becomes aware;
- Individual Subscriber takes all reasonable steps to cause such unauthorised use or infringement to cease immediately and
- the Individual Subscriber takes appropriate disciplinary action against the non-authorised user. Individual Subscriber shall co-operate fully with CULTURAL SERVICE CENTRE EUROPE EEIG in any investigation of such unauthorised use or infringement.

### ***CULTURAL SERVICE CENTRE EUROPE EEIG's Rights***

CULTURAL SERVICE CENTRE EUROPE EEIG shall have the sole right, at its discretion, to bring any legal action because of an unauthorised use or infringement of the REGNET System. Individual Subscriber shall not bring any legal action in connection with an unauthorised use or infringement without first consulting with CULTURAL SERVICE CENTRE EUROPE EEIG.

### ***Fees and Payment***

Individual Subscriber receiving access to the REGNET System through REGNET's Regional Pole is responsible for the prompt payment of all subscription fees as defined by a REGNET schedule, certified by the Individual Subscriber.

This fee, along with other applicable REGNET Individual Agreement fees charged by the Regional Pole for provision of access, will be collected by the Regional Pole as a condition of providing that service.

### **Notices**

#### ***CULTURAL SERVICE CENTRE EUROPE EEIG***

CULTURAL SERVICE CENTRE EUROPE EEIG may give written notices under this Agreement to Individual Subscriber by electronic mail, by a general posting to the Individual Subscriber, by facsimile transmission (with receipt confirmed), or by conventional mail. In the case of electronic or a general posting to the Individual Subscriber, notice shall be deemed to have been given on the day of the delivery of the transmission. In the case of conventional mail, notice shall be deemed to have been given on the fifth business day of mailing if mailed postage prepaid.



### ***Individual Subscriber***

Individual Subscriber must give notice to CULTURAL SERVICE CENTRE EUROPE EEIG by electronic mail or conventional mail, unless otherwise specified in this Agreement. A notice by an Individual Subscriber to REGNET will not change the terms of this Agreement, or the terms of any CULTURAL SERVICE CENTRE EUROPE EEIG policy or guideline, unless an authorised officer of CULTURAL SERVICE CENTRE EUROPE EEIG expressly accepts the change in writing. Notices to CULTURAL SERVICE CENTRE EUROPE EEIG by conventional mail must be sent to:

**XXXXX — ADDRESS -- XXXXX**

### **Representations and Warranties**

#### ***General***

CULTURAL SERVICE CENTRE EUROPE EEIG represents and warrants that it has the authority to enter into this Agreement. Individual subscriber warrants that he is over eighteen and that he is able to enter into this Agreement and to perform all the obligations under this Agreement.

#### ***Intellectual Property***

CULTURAL SERVICE CENTRE EUROPE EEIG warrants and represents that, to the best of its knowledge, the use of the REGNET System under the terms and conditions of this Agreement shall not infringe the rights of any third party. However, the foregoing shall not apply to adaptations of the REGNET System, in whole or in part, created under **Section #** of this Agreement. CULTURAL SERVICE CENTRE EUROPE EEIG makes no warranties and representations, and expressly disclaims any liability, with respect to any rights of publicity or privacy and any moral rights **in any part of the REGNET System.**

### **Indemnification**

#### ***CULTURAL SERVICE CENTRE EUROPE EEIG***

To the extent authorised by law, CULTURAL SERVICE CENTRE EUROPE EEIG shall defend and indemnify Individual Subscriber against any claim or action brought against him arising out of:



- CULTURAL SERVICE CENTRE EUROPE EEIG's breach of any term or condition of this Agreement,
- Any third party claim for infringement or other violation of any third party's intellectual property right or proprietary rights in connection with Individual Subscriber's authorised uses under this Agreement except with respect to adaptations of the REGNET System, in whole or in part, created under **Section #** of this Agreement. With respect to any such claim or action, CULTURAL SERVICE CENTRE EUROPE EEIG shall pay any costs, damages, reasonable attorney's fees or other expenses incurred by the Individual Subscriber.

#### ***Individual Subscriber***

**To the extent authorised by law, Individual Subscriber shall defend and indemnify CULTURAL SERVICE CENTRE EUROPE EEIG, its employees, officers, and directors against any claim or action brought against CULTURAL SERVICE CENTRE EUROPE EEIG in connection with:**

- Individual Subscriber's breach of any term or condition of this Agreement, and
- Individual Subscriber's unauthorised use of the REGNET System, and
- Unauthorised uses of the REGNET System if known to the Individual Subscriber but not acted upon by the Individual Subscriber as specified in **sections ## and ### of this agreement**. With respect to any such claim or action, Individual Subscriber shall pay any costs, damages, reasonable attorney's fees or other expenses incurred by CULTURAL SERVICE CENTRE EUROPE EEIG.

#### **Term and Termination**

##### ***Term***

**This Agreement shall come into force on the Effective Date and shall remain in effect through the end of the subscription year as defined by the Regional Pole. This Agreement shall automatically be extended for successive terms provided that the annual subscription fees are paid and no notice of change of terms is given by CULTURAL SERVICE CENTRE EUROPE EEIG.**

##### ***Termination***

CULTURAL SERVICE CENTRE EUROPE EEIG may terminate this Agreement upon at least thirty (30) days' prior written notice to the Individual Subscriber because of any failure of the Individual



Subscriber to perform or observe any material term, agreement or warranty, or if any representation contained herein is false. The failure of the Individual Subscriber to report any infringement of which it becomes aware shall be deemed to be a material breach of this Agreement. However, the failure of a non-authorised user to perform or observe any material term or condition of this Agreement shall not in itself be grounds for termination provided that the Individual Subscriber is discharging its responsibilities under **Section # of this Agreement**.

#### ***Conduct upon Termination***

Upon termination of this Agreement for any reason, Individual Subscriber shall promptly notify all Designated Users that the REGNET System subscription has been terminated and shall promptly remove all parts of the REGNET System and the REGNET System itself from computers. Individual Subscriber shall promptly erase or destroy all created copies of REGNET materials fixed in any physical medium, including prints, slides, and compact disks to provide certification to CULTURAL SERVICE CENTRE EUROPE EEIG of their destruction.

#### **Miscellaneous Provisions**

##### ***Entirety of the Agreement***

The terms and conditions of this Agreement supersede all prior oral and written Agreements between the parties with respect to the subject matter of this Agreement and shall constitute the entire Agreement between the parties with respect to the matters contained herein. This Agreement shall not be modified or amended except by writing duly executed by authorised representatives of the parties.

##### ***Choice of Law.***

This Agreement will be interpreted, governed, and enforced under the laws of the **European Community**, without regard to its conflict of law rules. Any claims or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration to be held in **YYYYYY** in accordance with the Commercial Arbitration Rules of the **XXXXXX**, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

##### ***No assignment***



The Parties to this Agreement shall not assign, subcontract, or sublicense this agreement or any of the rights and obligations thereunder.

IN WITNESS THEREFORE, the Parties have caused this Agreement to be executed as the first day and year written above.

CULTURAL SERVICE CENTRE EUROPE EEIG

\_\_\_\_\_

( Individual Subscriber Name)

Name, Executive Director

Signed:\_\_\_\_\_

Signed:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_



## 7.4 The Regional Poles

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### 7.4.1 The REGNET Regional Pole Agreement

This Agreement is entered as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between:

**Cultural Service Centre Europe EEIG ("CSC EUROPE EEIG")** notices for which should be sent to the address shown below or to such address as CULTURAL SERVICE CENTRE EUROPE EEIG may inform Regional Pole in writing:

Executive Director

Cultural Service Centre Europe EEIG (CSC EUROPE EEIG)

Address

and \_\_\_\_\_, with offices at \_\_\_\_\_, a \_\_\_\_\_ ("Regional Pole"), notices for which should be sent to the address shown below or to such address as Licensor may hereafter inform CULTURAL SERVICE CENTRE EUROPE EEIG of in writing.

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WHEREAS, the Regional Pole is a \_\_\_\_\_ (type of organisation) \_\_\_\_\_, and desires to provide end users, with access to digital multimedia visual and documentary resources of works of art as well as programs, standards, methods, processes, reports, instructions, materials, trade secrets, know-how or other information, whether or not reduced to writing or computer software, belonging to the CULTURAL SERVICE CENTRE EUROPE EEIG organisation. The Regional Pole may supply their end users with value-added services, distinguishing their offer from the basic standard offer available through the REGNET portal.

WHEREAS, the CULTURAL SERVICE CENTRE EUROPE EEIG is a non-profit organization with the purpose of enabling educational and scientific use of a compilation of data, programs, standards,



methods, processes, reports, instructions, materials, trade secrets, know-how or other information, known as the REGNET System as well as enabling trade of REGNET services and products to be offered and sold on-line through its e-Business infrastructure.

Whereas the parties wish to make the REGNET System available to for users and uses served by the Regional Pole,

NOW, THEREFORE, the parties agree as follows:

*Definitions:*

*REGNET Data Specification.* The formal, abstract, description of REGNET data types and values is contained in an annually updated document called the REGNET Data Specification, available online, linked to <http://www.REGNET.org>

*REGNET System Agreement(s).* Contracts to use the REGNET System are collectively known as REGNET System Agreements. These include trial access agreements, subscription agreements, development and distribution agreements, and may also be collectively referred to as License(s). These Agreements are administered by CULTURAL SERVICE CENTRE EUROPE EEIG; texts are available at <http://www.REGNET.org>

*REGNET System Year.* From January 1 to December 31 of each year.

*REGNET Mark.* Any graphic image, logotype or text string used to identify the *Cultural Heritage in Regional Networks*, including its acronym, REGNET.

*REGNET System.* The sum of data, programs, standards, methods, processes, reports, instructions, materials, trade secrets, know-how or other information, whether or not reduced to writing or computer software, belonging to the CULTURAL SERVICE CENTRE EUROPE EEIG organisation and put in place for the deployment of the REGNET service infrastructure.

*REGNET System Mark.* Any graphic image, logotype or text string used to identify the REGNET System, including its name "The REGNET System<sup>TM</sup>".



*REGNET Member.* Public or Private Cultural Heritage institutions and other cultural content providers/creators, who provide the content for the eventually enhanced products and services of the REGNET networks. REGNET's membership at any time is a matter of record maintained on its Web site <http://www.REGNET.org>. Each institution that is a member of REGNET may contribute cultural content to the REGNET System.

*Authorised users.* A defined class of people who may, under the terms of a REGNET Agreement, be licensed to have access to the REGNET System.

*Distribution System.* The application system that manage the REGNET Services/Products (maybe enhanced with Value Added Applications), and online access to the REGNET System, that are provided and maintained by the Regional Pole and through which Licensed users may use the REGNET System.

*License Fee(s).* The License fee is an amount set by CULTURAL SERVICE CENTRE EUROPE EEIG each REGNET System Year as the charge to each class of Licensees for the right to use the REGNET System. The License Fee does not include the Service Fee.

*Licensed User.* A member of the class of Authorised Users for whom a current REGNET Agreement (License) is in effect.

*Licensee.* Any particular or legal entity with a current REGNET Agreement, is a Licensee and may obtain access to the REGNET System for the term of its license through a Regional Pole(s) of its choice.

*Service Fee.* The charge made by a Regional Pole for its services in providing service and support relating to use of its Distribution System. The Service Fee does not include the License Fee, though they may be billed at one time within a single subscription charge.

## Section 1. LICENSE TO ELECTRONIC CONTENT AND SERVICES



### 1.1 Regional Pole's rights.

This Agreement provides Regional Pole a limited and non-exclusive license to market the REGNET System, supplying their end users with value-added services, distinguishing their offer from the basic standard offer available through the REGNET portal. Furthermore, it gives Regional Pole right to enter into contract with any Licensee to obtain subscription access to the REGNET System through the Distribution System and a limited and non-exclusive license to use the REGNET names for limited purposes as provided herein.

1.2 The REGNET System and all Intellectual Property Rights therein are owned by or licensed to CULTURAL SERVICE CENTRE EUROPE EEIG. The User shall not use or exploit the REGNET System or any part thereof save in accordance with this Agreement.

1.3 CULTURAL SERVICE CENTRE EUROPE EEIG grants to the User throughout the term of this Agreement a non-exclusive non-transferable licence to use the REGNET System.

1.4 Providing an annual subscription is paid, the user may search the REGNET Resource Base and download images on to the user's own computer for the purpose of preparing drafts, demonstrations or dummies as long as these are fully identified as REGNET images. An annual subscription does not confer reproduction rights.

1.5 Making a Royalty payment for reproduction rights for one or a group of REGNET products/services does not constitute an Annual Subscription.

1.6 The User may not sell, resell or otherwise make the information contained in the REGNET available in any manner or on any media to any third party unless the User has been granted prior written consent by CULTURAL SERVICE CENTRE EUROPE EEIG. If the User applies to REGNET for such consent, the parties shall discuss and agree the terms on which CULTURAL SERVICE CENTRE EUROPE EEIG is prepared to make available any of the REGNET System, including the scope of the licence and the level of any royalty payable to CULTURAL SERVICE CENTRE EUROPE EEIG.

## Section 2. OBLIGATIONS OF CULTURAL SERVICE CENTRE EUROPE EEIG.

2.1 *Obtain and Maintain Rights.* CULTURAL SERVICE CENTRE EUROPE EEIG is responsible for ensuring that rights to all parts of the REGNET System are licensed to CULTURAL SERVICE CENTRE EUROPE EEIG either by its Members, a Rights Society representing the creators of cultural works, or other parties possessing relevant intellectual property rights.



- 2.2 *Report REGNET Members.* CULTURAL SERVICE CENTRE EUROPE EEIG will notify Regional Pole of any changes in REGNET Membership at the time they occur. REGNET Members are Licensees.
- 2.3 *Report Licensees.* Licensees have the right to obtain service through any REGNET Regional Pole. CULTURAL SERVICE CENTRE EUROPE EEIG will notify Regional Pole at the time that each License is issued and will maintain a current list of all Licensees online.
- 2.4 *Provide Notice of REGNET License Fee(s).* CULTURAL SERVICE CENTRE EUROPE EEIG shall set the License Fee applicable to any REGNET System Year as well as the prices of all REGNET Products/Services, and notify the Regional Pole of such fees and prices at least 120 days before the start of each year.
- 2.5 *Provide Notice of REGNET Data Specification Changes.* The REGNET Data Specification, which governs the technical specifications for all REGNET System content, is linked to <http://www.REGNET.org>. It is subject to annual updating. CULTURAL SERVICE CENTRE EUROPE EEIG shall notify the Regional Pole of any updates that will govern future distributions at least 90 days in advance of their taking effect.
- 2.6 *Provide Initial REGNET System.* CULTURAL SERVICE CENTRE EUROPE EEIG shall supply to the Regional Pole the complete REGNET System as of the date of the signing of this Agreement. The REGNET System will be delivered to the Regional Pole in the format and by the method defined by the Distributor Specification no later than 30 days after execution of this Agreement.
- 2.7 *Provide Quarterly Updates.* Following initial delivery of The REGNET System to Regional Pole by CULTURAL SERVICE CENTRE EUROPE EEIG, quarterly updates of additional images and multimedia documentation may be made available to Regional Pole by April 1, September 1 and January 1 of any year.
- 2.8 *Provide Weekly Updates to REGNET System.* CULTURAL SERVICE CENTRE EUROPE EEIG provides weekly updates to the (textual) catalogue records and/or metadata records in the System by the method defined in the Distributor Specification.
- 2.9 *Provide Notice of REGNET Regional Pole Specification Changes.* The REGNET Regional Pole Specification, which governs the functionality and content of applications for distribution/value added resale and is part of this Agreement, is published at <http://www.REGNET.org/>. It is subject to updating. The Regional Pole will be notified of any updates that govern future distributions at least 90 days before the updates take effect.
- 2.10 *Provide Notice for Deletion of elements of REGNET System.* CULTURAL SERVICE CENTRE EUROPE EEIG may from time to time require that certain parts of the REGNET System be



removed for reasons of copyright claims or for other reasons that in the judgement of CULTURAL SERVICE CENTRE EUROPE EEIG are meritorious claims. In such cases, Regional Pole and CULTURAL SERVICE CENTRE EUROPE EEIG agree that CULTURAL SERVICE CENTRE EUROPE EEIG will promptly notify Regional Pole so that the Regional Pole can promptly withdraw such elements of the REGNET System from itself.

### *Section 3. OBLIGATIONS OF REGIONAL POLE*

#### *3.1 Maintain a Distribution System and Service*

- 3.1.1 Distribution System.* The Regional Pole will provide Licensed Users access to a Distribution System that satisfies the requirements of the REGNET Regional Pole Specifications.
- 3.1.2 Availability Of Service.* The Distribution System will provide access to The REGNET System for Licensed Users, 24 hours a day every day of the year (with limited exceptions provided in service agreements between the Regional Pole and Licensee as required by scheduled maintenance and emergencies).
- 3.1.3 Providing Technical Assistance/Services.* Regional Pole agrees to provide REGNET members with Technical Assistance/Services as requested. These Services could for example range from customised collection management, mapping into CIMI profiles, standards, data enhancement services, to data hosting.
- 3.1.3 User Support.* The Regional Pole will provide some mechanisms to assist Licensed Users at all times, including human support services during reasonable business hours.
- 3.1.4 Discontinuation of Service.* Should Regional Pole decide to discontinue offering The REGNET System to any of its current Licensees, Regional Pole will notify CULTURAL SERVICE CENTRE EUROPE EEIG at least 4 months in advance and provide CULTURAL SERVICE CENTRE EUROPE EEIG such information as is necessary to arrange a smooth transition for Licensee to a new Regional pole. In no case will service be discontinued on a date that falls during a Licensee's current year.
- 3.1.5 Fees.* Regional Pole will collect Fees paid, generating income for the CULTURAL SERVICE CENTRE EUROPE EEIG organisation.

#### *3.2 Network System Security*

- 3.2.1 Maintaining Security.* Regional Pole recognises that maintaining the integrity of The REGNET System and ensuring that use of The REGNET System is limited to Licensed



Users are important obligations, and that CULTURAL SERVICE CENTRE EUROPE EEIG may terminate this Agreement if it believes repeated violations of these security principles and/or CULTURAL SERVICE CENTRE EUROPE EEIG's intellectual property rights are occurring and Regional Pole has not acted effectively to prevent future abuses.

- 3.2.2 *Licensed Users.* Regional Pole agrees to limit access to The REGNET System to Licensed Users, subject to user authentication as outlined in the Regional Pole Specification.
- 3.2.3 *Declaration of Security Mechanisms and Notification of Changes in Security System.* The Regional Pole agrees to provide to CULTURAL SERVICE CENTRE EUROPE EEIG documentation, in writing, of the actual security mechanisms that it uses to ensure access to The REGNET System is permitted only to Licensed Users. Specific measures used may be changed, provided the Regional Pole notifies CULTURAL SERVICE CENTRE EUROPE EEIG, and CULTURAL SERVICE CENTRE EUROPE EEIG does not object in writing within 15 business days.
- 3.2.4 *Notification of Security Violations.* Regional Pole will immediately report to CULTURAL SERVICE CENTRE EUROPE EEIG any possible violations of security regarding The REGNET System.
- 3.2.5 *Enforcement of Security Policies.* Regional Pole will cooperate with CULTURAL SERVICE CENTRE EUROPE EEIG in enforcing policies against violators of REGNET license terms, or those who make unauthorized use of the REGNET System.

### *3.3 Maintaining the Currency of The REGNET System.*

- 3.3.1 *Updating Information.* Regional Pole acknowledges that The REGNET System content is undergoing continuous change, and that CULTURAL SERVICE CENTRE EUROPE EEIG provides weekly updates to the REGNET System, according to methods described in the REGNET Regional Pole's Specification. Regional Pole agrees to update the data it distributes on a regular basis, not more than ten (10) days after the updates have been provided by CULTURAL SERVICE CENTRE EUROPE EEIG.
- 3.3.2 *Deleting elements of the REGNET System.* Regional Pole acknowledges that CULTURAL SERVICE CENTRE EUROPE EEIG may from time to time require that certain parts of the REGNET System be removed. In such cases, Regional Pole will, within ten (10) days of notification by CULTURAL SERVICE CENTRE EUROPE EEIG, take the steps necessary to prevent access by Licensed Users to the identified elements or parts of the REGNET System.



- 3.3.3 *Updates to REGNET System.* CULTURAL SERVICE CENTRE EUROPE EEIG may provide the Regional Pole with quarterly updates to the REGNET System including to images, multimedia files, interactive multimedia tools, e-business commerce services, etc. The Regional Pole agrees to make added material available to Licensed Users no later than thirty (30) days after it is provided by CULTURAL SERVICE CENTRE EUROPE EEIG.
- 3.3.4 *Adding products/services to the REGNET System.* No later than 60 days prior to the start of a new REGNET System Year, CULTURAL SERVICE CENTRE EUROPE EEIG will provide the Regional Pole with new content to be added to The REGNET System, including new data, services and further information. The Regional Pole agrees to make added material available to Licensed Users no later than sixty (60) days after it is provided by CULTURAL SERVICE CENTRE EUROPE EEIG.
- 3.3.5 *Adding Value Added Services.* Regional Pole will distribute and supply their end users with Value Added Services to the already existent REGNET Products/Services.

#### *3.4 Access for REGNET and REGNET Member Institutions.*

- 3.4.1 *Access for REGNET.* Regional Pole will provide access free and unlimited to the REGNET System for CULTURAL SERVICE CENTRE EUROPE EEIG staff and contractors.
- 3.4.2 *Access for REGNET Members.* Regional Pole will provide free and unlimited access to the REGNET System for each REGNET Member.
- 3.4.3 *Mechanisms for Access.* Regional Pole will report mechanisms for access to REGNET contact and REGNET Member contacts and notify of any changes at least 72 hours in advance of their taking effect.

#### *3.5 Analysis and Reporting.*

- 3.5.1 *Use Data.* Collection and analysis of use data will assist both CULTURAL SERVICE CENTRE EUROPE EEIG and Regional Pole to understand the impact of this overall Agreement, the infrastructure provided by Regional Pole, and possible improvements in the program. Usage data defined by the Regional Pole Specification will be compiled by Regional Pole, consistent with applicable privacy laws and written confidentiality requirements of the parties, and will be made available to CULTURAL SERVICE CENTRE EUROPE EEIG monthly.

#### *3.6 Notices to Users*



- 3.6.1 *Notice of license terms.* The Distribution System shall display appropriate notices informing Authorised Users and members of the public of their obligations under the REGNET License and of the applicability of European Union intellectual property law to The REGNET System<sup>TM</sup>.
- 3.6.2 *Embedded Notices.* Regional Pole shall not remove, alter, modify, cover or distort any copyright notice, trademark, or other proprietary rights notice placed by CULTURAL SERVICE CENTRE EUROPE EEIG in the Licensed digital media.
- 3.6.3 *Trademarks.* Regional Pole acknowledges and agrees that CULTURAL SERVICE CENTRE EUROPE EEIG owns and shall own all rights in and to the trademark "REGNET System" or such other mark(s) as CULTURAL SERVICE CENTRE EUROPE EEIG elects to use to identify The REGNET System<sup>TM</sup> that is the subject of this Agreement (the "System Mark"). CULTURAL SERVICE CENTRE EUROPE EEIG hereby grants Regional Pole a non-exclusive license to use the System Mark in connection with development and distribution of and service with respect to The REGNET System (and the promotion and marketing thereof), consistent with the terms of this Agreement. CULTURAL SERVICE CENTRE EUROPE EEIG has the sole right to determine if a use of The REGNET System<sup>TM</sup> Mark is permissible.
- 3.7 *Ownership.* Regional Pole acknowledges and agrees that as between Regional Pole and CULTURAL SERVICE CENTRE EUROPE EEIG, title to The REGNET System and all applicable copyrights, trade secrets, patents, and other intellectual property rights in The REGNET System<sup>TM</sup> is and will be vested in REGNET. CULTURAL SERVICE CENTRE EUROPE EEIG acknowledges and agrees that as between CULTURAL SERVICE CENTRE EUROPE EEIG and Regional Pole, title to
- the software and systems Regional Pole has developed, will develop, and will employ for the distribution, access, and servicing of The REGNET System and
  - all applicable copyrights, trade secrets, patents, and other intellectual property rights in such software and systems (excluding CULTURAL SERVICE CENTRE EUROPE EEIG's before-mentioned rights in The REGNET System<sup>TM</sup>) is and will be vested in Regional Pole. CULTURAL SERVICE CENTRE EUROPE EEIG further agrees that Regional Pole may license, to REGNET Licensees, any rights in such software and systems, including rights to their use in conjunction with The REGNET System.



- 3.7.1. *Copyrights and Credits.* Any omission of copyright notice or credit specified will result in the reproduction fee being increased.
- 3.7.2. In the case of printed publications, 2 copies of the relevant pages containing any part of the REGNET System are to be furnished to CULTURAL SERVICE CENTRE EUROPE EEIG free of charge within 2 weeks. For other media, suitable evidence of use must be made available.
- 3.8. *Use of Name.* Regional Pole and CULTURAL SERVICE CENTRE EUROPE EEIG shall each provide the other with samples of its advertising and other promotional materials that bear any of the others' trademarks, for the trademark owner to determine whether its trademarks are being used properly and in accordance with this Agreement. Each party agrees that its use of the other party's trademarks shall inure to the benefit of the owner, and that the Regional Pole shall obtain no rights thereto except the license granted herein. Regional Pole and CULTURAL SERVICE CENTRE EUROPE EEIG shall each employ such legends and notices regarding intellectual property and the proprietary nature of such property, in such manner as reasonably requested by the other party in connection with the performance of its obligations hereunder. Regional Pole and CULTURAL SERVICE CENTRE EUROPE EEIG shall not use the name of the other for publicity, marketing or the like, except in accordance with this Agreement.
- 3.9 *Access to The REGNET System<sup>TM</sup> by Regional Pole's Staff.* CULTURAL SERVICE CENTRE EUROPE EEIG agrees that employees of the Regional Pole, including contractors retained by the Regional Pole, shall, during the term of this agreement, have access to The REGNET System as needed for the purposes of maintaining a Distribution System for The REGNET System and serving Licensees thereto, including the right to demonstrate the REGNET System to potential subscribers as needed for promotion of The REGNET System Distribution Service. Regional Pole's staff, including contractors, shall have no other rights with respect to The REGNET System unless they are also Licensed Users under an approved REGNET License.
- 3.10 The Regional Pole warrants and agrees with CULTURAL SERVICE CENTRE EUROPE EEIG that:
- all rights and title in and to the REGNET System are expressly reserved to CULTURAL SERVICE CENTRE EUROPE EEIG;



- the Regional Pole shall immediately provide full particulars to CULTURAL SERVICE CENTRE EUROPE EEIG in the event that the User becomes aware of any actual or threatened claims by any third party in connection with the REGNET System; and
- the Regional Pole shall not use or exploit any part or parts of the REGNET System for any purpose other than those defined in this agreement.
- the Regional Pole shall not permit REGNET System to be electronically transmitted to any other recipient or address.
- the Regional Pole must ensure that no other member of the public can store the REGNET System on any electronic storage medium.
- the Regional Pole may not place any REGNET image; audio, video or virtual reality file on a web site unless written permission has been provided by CULTURAL SERVICE CENTRE EUROPE EEIG.

3.11 The Regional Pole shall indemnify CULTURAL SERVICE CENTRE EUROPE EEIG and keep REGNET fully indemnified from and against all actions, proceedings, claims, demands, costs and damages arising directly or indirectly as a result of breach or non-performance by the Regional Pole of its obligations under this Agreement.

#### **Section 4. CONFORMANCE TO REGNET DISTRIBUTOR SPECIFICATION**

- 4.1 *Initial Acceptance.* Regional Poles shall provide CULTURAL SERVICE CENTRE EUROPE EEIG access to the Distribution System when it is first developed, and before Licensed Users are provided access to it on a regular basis, in order to permit CULTURAL SERVICE CENTRE EUROPE EEIG to verify its conformance to the REGNET Regional Pole Specification. CULTURAL SERVICE CENTRE EUROPE EEIG shall note any defects within two weeks of being given such access, and Regional Pole shall correct any defects identified by CULTURAL SERVICE CENTRE EUROPE EEIG prior to making the system available for Licensed Users.
- 4.2 *On-going Maintenance.* The Distribution System provided by the Regional Pole will at all times conform to the requirements of the Regional Pole Specification, except as specifically accepted in advance, and in writing, by CULTURAL SERVICE CENTRE EUROPE EEIG.
- 4.3 Regional Pole shall deliver the REGNET System to the User using on-line systems and other appropriate electronic data.



## Section 5. FEES

### 5.1 *Distribution fees.*

- 5.1.1 *Fee for Being a Regional Pole.* The CULTURAL SERVICE CENTRE EUROPE EEIG charges no fee to the Regional Poles for its role in distributing The REGNET System™
- 5.1.2 *Fees for Media sent to Regional Pole.* Regional Pole agrees to pay a media fee, representing the actual cost to CULTURAL SERVICE CENTRE EUROPE EEIG of creating copies of The REGNET System™ on media, plus shipping and handling, upon receipt of invoices accompanying data provided by the CULTURAL SERVICE CENTRE EUROPE EEIG. If the Regional Pole returns media to the CULTURAL SERVICE CENTRE EUROPE EEIG within one month of receipt thereof, no fees will be assessed.

### 5.2 *Collection of, and Accounting for, Fees.*

- 5.2.1 *License fees.* Regional pole agrees to collect and pay to CULTURAL SERVICE CENTRE EUROPE EEIG the REGNET License Fee due from all licensees receiving The REGNET System™ through the Regional Pole's system (including, if applicable, the Regional Pole's own institution, as a licensee). License Fees are due at CULTURAL SERVICE CENTRE EUROPE EEIG within 30 days of the start of agreement by the Regional Pole.
- 5.2.2 *Service Charges to Licensees.* Regional Pole agrees not to charge subscribing institutions, in the aggregate, a Service Fee for access to The REGNET System™ that exceeds the sum of annual License Fee collected by the Regional Pole for REGNET.
- 5.2.3 *Most Favoured License Fee Provision.* The Regional Pole is entitled to receive The REGNET System™ for Licensees subscribing to its services at the lowest fee available to others. Hence, if CULTURAL SERVICE CENTRE EUROPE EEIG agrees to reduce fees for any class of Licensees at any time during the term of this agreement, such a reduction will be offered to the Regional Pole. If the Regional Pole agrees to assess Licensees on such a reduced cost basis, then the Regional Pole's Service Fee must also be reduced if required to satisfy clause 5.2.2 above.
- 5.2.4 *Accounting.* Total income from each subscription (including REGNET License Fee and Regional Pole's Service Fee) must be reported to CULTURAL SERVICE CENTRE EUROPE EEIG on an annual basis and is subject to audit by CULTURAL SERVICE CENTRE EUROPE EEIG appointed auditors.



5.2.5 *Additional Fees.* No additional fees shall be paid under this Agreement unless agreed upon in advance by the Parties in writing.

5.3 *Discontinuation of Service.* Should Regional Pole decide to discontinue offering The REGNET System™ to any of its current Licensees, Regional Pole is responsible for refunding to Licensees any fees that it has collected and is obligated under terms of its contracts to refund, in addition to other obligations as set forth in this Agreement.

## **Section 6. TERM AND TERMINATION**

6.1 *Term.* The term of this Agreement shall be for \_\_\_\_\_ months, beginning \_\_\_\_\_, unless terminated by either party for breach of any of the material obligations under this Agreement. Upon request of the Regional Pole, received by the CULTURAL SERVICE CENTRE EUROPE EEIG at least six (6) months before the expiration of such term, the Distributor may renew this Agreement on the terms and conditions then in effect.

6.2 *Termination.* Either party may terminate this Agreement at any time on the material or persistent breach by the other of any obligation on its part under this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith and provides written notice of such remedy to the other party. The right of either party to terminate this Agreement shall not be affected in any way by its waiver of or failure to take action with respect to any previous breach.

6.3 *Effect of Termination.* Upon termination of this Agreement, Regional Pole shall, within thirty (30) days, deliver to CULTURAL SERVICE CENTRE EUROPE EEIG certification that through its best efforts, Regional Pole has destroyed the original and all copies of The REGNET System™ received from CULTURAL SERVICE CENTRE EUROPE EEIG or made under this Agreement and that it has ceased to provide all access to The REGNET System™.

## **Section 7. REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND INDEMNITIES**

7.1 *CULTURAL SERVICE CENTRE EUROPE EEIG Warranties and Obligations*



- 7.1.1 *Rights.* CULTURAL SERVICE CENTRE EUROPE EEIG warrants to Distributor that all rights licensed to Licensees have been obtained prior to incorporating works into The REGNET System™.
- 7.1.2 *Third Party Claims.* CULTURAL SERVICE CENTRE EUROPE EEIG warrants that CULTURAL SERVICE CENTRE EUROPE EEIG has not received, and is not aware of any claim of infringement by a third party with respect to The REGNET System™ as of the date hereof. If a third party claims that The REGNET System™ or any digital image therein infringes its copyright, CULTURAL SERVICE CENTRE EUROPE EEIG will promptly notify Regional Pole of such claim. If a third party claims that The REGNET System™ or any REGNET Work therein infringes its copyright, CULTURAL SERVICE CENTRE EUROPE EEIG will defend Regional Pole against that claim at CULTURAL SERVICE CENTRE EUROPE EEIG's expense and pay all damages that a court finally awards, provided that Regional Pole promptly notifies CULTURAL SERVICE CENTRE EUROPE EEIG in writing of such a claim, and allows CULTURAL SERVICE CENTRE EUROPE EEIG to control, and co-operates with CULTURAL SERVICE CENTRE EUROPE EEIG in, the defence or any related settlement negotiations.
- 7.1.3 *Workmanship.* CULTURAL SERVICE CENTRE EUROPE EEIG warrants to Regional Pole that the media containing The REGNET System™ delivered to Regional Pole is free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of original delivery to Regional Pole. If a defect in such media appears during this 90 day period, the defective media may be returned to CULTURAL SERVICE CENTRE EUROPE EEIG, and CULTURAL SERVICE CENTRE EUROPE EEIG will replace it without charge to Regional Pole. This shall constitute Regional Pole's sole and exclusive remedy for a breach of the warranty set forth in this paragraph.
- 7.1.4 *Technical Consultation Agreement.* CULTURAL SERVICE CENTRE EUROPE EEIG will provide reasonable technical consultation to Regional Pole to facilitate the loading of and maintenance of The REGNET System™.

## 7.2 *Regional Pole Warranties and Obligations*

- 7.2.1 *Rights.* Regional Pole warrants to CULTURAL SERVICE CENTRE EUROPE EEIG that all rights to the software and systems for the Regional Pole, access, servicing and security of The REGNET System have been obtained and are maintained during the term of this Agreement.



- 7.2.2 *Third Party Claims.* Regional Pole warrants that it has not received, and is not aware of any claim of infringement by a third party with respect to the software and systems for the distribution, access, servicing and security of The REGNET System as of the date hereof. If a third party claims that the software and systems provided by Regional Pole under this Agreement infringes its copyright or other right, Regional Pole will promptly notify CULTURAL SERVICE CENTRE EUROPE EEIG of such claim and will defend CULTURAL SERVICE CENTRE EUROPE EEIG against that claim at Regional Pole's expense and pay all damages that a Court or settlement finally awards, provided that CULTURAL SERVICE CENTRE EUROPE EEIG promptly notifies Regional Pole of such claim and allows Regional Pole to control, and co-operates with Regional Pole in, the defence or any related settlement negotiations.
- 7.2.3 *Workmanship.* Regional Pole warrants to CULTURAL SERVICE CENTRE EUROPE EEIG that the service and systems provided pursuant to the REGNET Regional Pole Specifications, made a part of this Agreement, are free from defects in materials and workmanship for the term of this Agreement.
- 7.3 *Disclaimers.*
- 7.3.1 *CULTURAL SERVICE CENTRE EUROPE EEIG.* Notwithstanding the foregoing, however, CULTURAL SERVICE CENTRE EUROPE EEIG will not be responsible for any claim, loss or liability attributable to errors, inaccuracies or other defects in The REGNET System™ or any part thereof arising from any act or omission or (to the maximum extent permitted by relevant laws) any negligence and BOTH PARTIES EXPRESSLY EXCLUDE ANY LIABILITY FOR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, save that CULTURAL SERVICE CENTRE EUROPE EEIG will replace any defective media delivered by it to Regional Pole under this Agreement.
- 7.3.2 *Regional Pole.* Regional Pole shall not be liable to CULTURAL SERVICE CENTRE EUROPE EEIG for breach of the terms of this Agreement by any Licensed User so long as Regional Pole followed reasonable commercial practices and did not intentionally assist in or encourage such breach or permit such breach to continue after having actual notice thereof.

## Section 8. PROPRIETARY NOTICES AND TRADE MARKS



- 8.1 *Co-operation in Development of Promotional Materials and Programs.* The parties will co-operate to develop materials and programs to be used in promoting The REGNET System™ as offered by the Regional Pole. The parties agree that neither of them will make any official press release or other formal publicity relating to the subject matter of this Agreement without first obtaining in each case the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any description of The REGNET System™ in such materials shall be subject to prior approval of CULTURAL SERVICE CENTRE EUROPE EEIG.
- 8.2 *Use of Name and Trademarks.* Regional Pole hereby grants to CULTURAL SERVICE CENTRE EUROPE EEIG and CULTURAL SERVICE CENTRE EUROPE EEIG grants to Regional Pole a limited and non-exclusive, non-transferable license to use the trade mark(s) listed on the attached Schedule and incorporated herein, provided that such use will be solely for informational and promotional purposes connected with this Agreement. Each party will display the other's trademark(s) only in such a form and manner as will be specifically approved by the other party. Accordingly, all materials in any medium bearing a party's trademark(s) will be submitted for such party's approval, provided, however, that the absence of written approval or disapproval after thirty (30) days following such submission will be deemed approved. Each party recognises the value of the goodwill associated with the trade mark(s), and acknowledge that such goodwill belongs and will be accrue exclusively to the party that owns such trademark(s). All rights in the trade mark(s), other than those specifically granted herein, are reserved by each party, and neither will acquire any rights in the other party's trademark(s) by virtue of any use it may make thereof. Upon the expiration or termination of this Agreement for any reason, all rights in the trademark(s) will automatically revert to their respective owner, and no further use may be made of the other party's trademark(s).

## **Section 9. INITIAL DELIVERY AND ACCEPTANCE**

- 9.1 *Delivery.* CULTURAL SERVICE CENTRE EUROPE EEIG shall initially deliver The REGNET System™ according to the REGNET Regional Pole Specification. The REGNET System™ shall be deemed 'Delivered' upon confirmed delivery by courier service.
- 9.2 *Acceptance Period.* Regional Pole shall have up to sixty (60) days following initial delivery of The REGNET System™ (the "Acceptance Period") to evaluate The REGNET System™. Prior



to the end of the Acceptance Period, The REGNET System™ shall be available only to previously agreed members of the authorised user community for evaluation purposes. If Regional Poles gives CULTURAL SERVICE CENTRE EUROPE EEIG notice during the Acceptance Period that any part of the delivered materials forming The REGNET System™ are unsatisfactory for any reason, or fail to substantially conform to the requirements set out in the REGNET Data Specification, and CULTURAL SERVICE CENTRE EUROPE EEIG fails to replace the unsatisfactory materials or cure the defect within 30 days after notice, then Regional Pole shall have the right to terminate this Agreement.

- 9.4 *Acceptance Date.* Acceptance shall occur (the "Acceptance Date") upon the earlier of a written notice of Acceptance from Regional Pole to CULTURAL SERVICE CENTRE EUROPE EEIG, or the end of the Acceptance Period. Upon the Acceptance Date, an acceptance period shall be deemed complete for the purposes of this Agreement.

## **Section 10. CONFIDENTIALITY**

- 10.1 *Confidentiality Obligation.* During the term of this Agreement each party may receive confidential information of the other party, including without limitation proprietary information, inventions, trade secrets, confidential know-how and other technical, business and operational information related to the development or provision of The REGNET System™ or to the businesses of the parties. Except as otherwise transferred in accordance with the terms of this Agreement, all confidential information will remain the exclusive property of the disclosing party and neither party may disclose any confidential information of the other party to any third party for any reason without the prior written consent of such other party, nor to any of such party's employees or staff other than those who have a need to know in order to provide the services contemplated by this Agreement.
- 10.2 *Employees.* Regional Pole agrees that it will not directly solicit, offer employment to, hire, interfere with or endeavour to hire away from CULTURAL SERVICE CENTRE EUROPE EEIG any current employee who is involved in providing services under this Agreement.
- 10.3 *Survival of Confidentiality Obligation.* The parties acknowledge and agree that the obligation to respect confidentiality of the other's confidential information will survive any expiration or termination of this Agreement.



## **Section 11. LIMITATIONS OF LIABILITY**

- 11.1 *CULTURAL SERVICE CENTRE EUROPE EEIG Liability to Regional Pole.* Except for liabilities arising from intellectual property infringement or intentional negligence as provided for in Section 7 of this Agreement, CULTURAL SERVICE CENTRE EUROPE EEIG's liability to Distributor shall in no case exceed the amount of the license fees paid by Regional Pole to CULTURAL SERVICE CENTRE EUROPE EEIG hereunder. In no event shall CULTURAL SERVICE CENTRE EUROPE EEIG be liable for incidental, special, or consequential damages suffered by Regional Pole, even if it has previously been advised of the possibility of such damages.
- 11.2 *Regional Pole's Liability to CULTURAL SERVICE CENTRE EUROPE EEIG.* Except for liabilities arising from intellectual property infringement as provided for in Section 7 of this Agreement, or intentional negligence of Regional Pole or its agents, Regional Pole's liability to CULTURAL SERVICE CENTRE EUROPE EEIG shall in no case exceed the amount of the license fees paid by the Regional pole to CULTURAL SERVICE CENTRE EUROPE EEIG hereunder. In no event shall Regional Pole be liable for incidental, special, or consequential damages (including lost profits) suffered by CULTURAL SERVICE CENTRE EUROPE EEIG, even if it has previously been advised of the possibility of such damages.
- 11.3 *Liability of Infringes.* Nothing in this Agreement shall prevent CULTURAL SERVICE CENTRE EUROPE EEIG from pursuing any and all legal remedies that may be available to it against any person not a party to this Agreement.

## **Section 12. GENERAL**

- 12.1 *Force Majeure.* CULTURAL SERVICE CENTRE EUROPE EEIG's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes or work stoppage, fires, floods, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.
- 12.2 *Insurance.* Regional Pole agrees to keep in force and effect insurance coverage through a reputable insurer in such amounts as are adequate to satisfy the performance of Regional Pole's obligations under this Agreement.



12.3 Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

12.4 *Choice of law*. The parties agree to remain silent on choice of law.

12.5 Assignment. Neither this Agreement nor any of the rights under it may be assigned by either party without obtaining the prior written consent of the other party.

### **Section 13. NOTICES**

13.1 *Valid Notice*. All notices required to be given under this Agreement shall be given in writing in English and sent by electronic mail, fax or first class registered or recorded delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Agreement, and all such notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of electronic mail or fax; (b) seven (7) days after the date of posting in the case of first class registered or recorded delivery.

IN WITNESS WHEREOF, the parties have set their hands as of the date first written above.

(CULTURAL SERVICE CENTRE EUROPE EEIG)

REGIONAL POLE

\_\_\_\_\_  
[name]

Executive Director

### **Appendix A.**

#### **REGNET Regional Pole Specification**

This REGNET Regional Pole Specification, which governs the functionality and content of



applications for distribution of The REGNET System™, is published at <http://www.REGNET.org/>. It is subject to updating. This version of the Specification is current as of the date of the signing of this Regional Pole Agreement.

## **Appendix B**

### **Data Specification**

The REGNET Data Specification, which governs the technical specifications for all REGNET System content, is published at <http://www.REGNET.org/>. It is subject to annual updating and the Regional Pole will be notified of any updates which will govern future distributions at least 90 days in advance of their taking effect.

## **Appendix C**

### **Schedules and Fees**

*Fee Schedule for The REGNET System™*

**The Distributor Agrees to remit to REGNET the annual License Fee on the following**

**basis:**

<b>Licensee class:</b>	<b>Fee basis unit:</b>	<b>Fee per unit:</b>
University	Number of Undergraduates	
Public Library	Number of Card Holders	
School	Number of Students	
Museum, Archives, Research Institute or Historical Society	Annual Budget	
Particular	Years old	

### **Consortia of Licensees collectively contracting with Regional Pole for service.**

CULTURAL SERVICE CENTRE EUROPE EEIG agrees to accept a reduced license fee from Regional Pole (reflecting lower license fees collected from Licensees), where Regional Pole offers a discounted Consortial subscription. The discount accepted by CULTURAL SERVICE CENTRE EUROPE EEIG should be in proportion to the extent that the Regional Pole discounts its standard service fee, within the following limits. The Consortial discount for The REGNET System™ may range



from X-Y% off the full price. The amount of the discount may be calculated on the percentage of participating eligible institutional members of the consortium AND/OR on the number of users represented by participating eligible members.

## **REGNET Members**

Regional Poles are required to provide access to REGNET members without charge.

## **Appendix D**

### **Public Web Site Specification**

<http://www.REGNET.org/.....>

## **Appendix E**

### **Trademarks**

#### **Service Marks and Style Guide for REGNET and the REGNET System+**

#### **The REGNET Trademarks:**

- REGNET, The REGNET System and other such marks used in print and electronically to identify REGNET and its products/services are trademarks of Cultural Heritage in Regional Networks Consortium.

#### **The REGNET Name:**

- The first use of REGNET in a document should be as such:  
Cultural Heritage in Regional Networks (REGNET)
- Subsequent uses within the same document may use either Cultural Heritage in Regional Networks or REGNET singularly.

#### **The REGNET System Name:**

- The compilation of Member-contributed data, images, programs, standards, methods, processes, reports, instructions, materials, trade secrets, know-how or other information, whether or not reduced to writing or computer software is known as the REGNET System<sup>TM</sup>. The first use of the REGNET System within a document should refer to it in this manner with the trademark designation included.



- When the REGNET System stands alone, not within the text of a sentence, the T in *the* should be capitalized.

**Example 1:** The REGNET System™

- Subsequent use within the same document should still refer to the REGNET System but the TM is not necessary.

#### The REGNET Logo:

- The REGNET logo, shown below, should be used with the full organization name and web address when using it as an identifier in letterhead.
- If placing on the Web it may be used alone, provided that the full name (Cultural Heritage in Regional Networks) and web address (<http://www.REGNET.org> or [www.REGNET.org](http://www.REGNET.org)) is indicated on the page as well.
- The logo should appear no larger than X in wide by Y in high (Z cm x W cm) and no smaller than M in wide by N in high (V cm x Y cm)

#### 7.4.2 REGNET Regional Pole Specification Background

This REGNET Regional Pole Specification defines certain requirements for the functionality and content of applications for distribution of The REGNET System™. It is published at <http://www.REGNET.org/> and is subject to updating. Other requirements of a REGNET Distribution System, particularly administrative and contractual requirements, are contained in the REGNET Regional Pole Agreement of which this specification forms a part.

### 1. General Distribution System Requirements

#### 1.1 Total Library

*Regional Poles must provide access to the complete REGNET System™ including all data and further services provided to them by REGNET, though the methods by which subscribers have access to different types of data may vary. Regional Poles are required, prior to offering a new product, to submit documentation to CULTURAL SERVICE CENTRE EUROPE EEIG of all methods of accessing the REGNET System and the categories of products/services to which these methods apply, as part of REGNET's verification of the system.*



## 1.2 Identifiability

The REGNET System™ must be an identifiable resource. The Regional Pole is permitted to combine parts of the REGNET System with similar documentation from other sources of information owned or licensed by the Regional Pole, adding value to the REGNET products/services, provided that in the judgement of CULTURAL SERVICE CENTRE EUROPE EEIG such integration does not compromise the ready identification of The REGNET System™ overall or constitute product advertising, solicitation or the like. CULTURAL SERVICE CENTRE EUROPE EEIG requires that the display of any part of the REGNET System acknowledge their source as The REGNET System™ and that this display include the REGNET Mark in any Distribution System integrating similar content from multiple sources.

## 1.3 Subscription Access

Regional Poles may only provide access to The REGNET System™ to users authorized under a current REGNET Agreement (administered by CULTURAL SERVICE CENTRE EUROPE EEIG). Regional Poles are responsible for managing subscriptions to their service. All technical and operational support to end-users and licensees is the responsibility of the Regional Pole. If for any reason CULTURAL SERVICE CENTRE EUROPE EEIG terminates a License, it will notify the Regional Pole who will immediately terminate all access by previously Licensed Users.

### 1.3.1 Trial Access

Regional Poles may provide a means for potential subscribers to obtain an REGNET Trial Agreement (access licenses limited to a 30 day product review period) from CULTURAL SERVICE CENTRE EUROPE EEIG. Requests need to be directed to CULTURAL SERVICE CENTRE EUROPE EEIG, which will administer them.

## 1.4 Secure and Authenticated Access

Except as provided for by the Public Web Site Specification, Regional Poles may only provide access to the REGNET System™ for authenticated users accessing the Distribution System by means of a secure network. Internet Protocol ("IP") address of the user may be used as the basis for authentication of authorised users if access to those IP addresses is itself controlled by the subscriber through a combination of both username and password. User authentication may not, however, rely solely on fixed IP addresses or any other means that would curtail rights of Licensed Users to access



The REGNET System from anywhere in the world. Regional Pole may also employ username and password authentication to authenticate users who access The REGNET System™ from other than approved IP addresses, so long as this process authenticates users against an independent data file and is the same mechanism employed for authenticating users of other resources protected by the Regional Pole for administrative or intellectual property reasons.

#### 1.4.1 Public Web Site Access

Regional Poles may provide public, non-secured, access to a limited view of The REGNET System™ at a Web site they host, as long as public access privileges conform to the Public Web Site Specification. This site may be a front-end to a secure site for licensed users or may be completely independent of licensed access.

## 2. Requirements for Distribution System Functionality

### 2.1 Overview

Regional Poles must support some means for licensees to obtain an overview of the entire library by numbers of works of each type, time period and continent. Minimally such an overview would be a list. More usefully, it would represent the Library at increasing levels of detail such as through a capability to "zoom" into a "time line" or "map" interface or by navigating a hierarchical structure such as the AAT Styles and Periods vocabulary.

### 2.2 Access Points

Regional Poles must support searches of The REGNET System™ by any of the following fields and combinations of a minimum of two of them:

- Creator-Name
- Creator-Nationality/Culture
- Object-Type
- Title
- Creation-Date (CDT) and/or OCS/OCE
- Materials and Techniques (including Terms)
- Owner Name



### 2.3 Occurrence Lists

Regional Poles must provide a way for users to view the values of data in a given field throughout The REGNET System™, whether through browsable indexes, pull-down lists or term occurrence reports.

## 3. Requirements for Acquisition and Processing of REGNET Data

### 3.1 Data Delivery by CULTURAL SERVICE CENTRE EUROPE EEIG

CULTURAL SERVICE CENTRE EUROPE EEIG will provide Regional Poles with the data of The REGNET System™ according to the following format and method.

- Initial and annual data delivery of image and multimedia files on DLT IV tape (70GB compressed) in tar files. Each tape shipment is accompanied by logs written as text files on 3.5" diskettes
- Quarterly updates of image and multimedia files on DLT IV tape (70GB compressed) in tar files. Each tape shipment is accompanied by logs written as text files on 3.5" diskettes
- Weekly updates of data files according to schedule (currently each Thursday before midnight) on REGNET's secure ftp site, in an update directory with a file naming convention that identifies the release date. Regional Pole will have password access to the site for downloading files, and is responsible for retrieving these files.

### 3.2 Updates/Changes in REGNET System during License Year

Regional Poles must promptly update and/or modify The REGNET System™ during a licensing year when errors have been found in the data or items must be removed. Such update/change distributions are made available every week.

### 3.3 Post-Processing

Regional Poles are not permitted to compress, sample, watermark or otherwise manipulate REGNET provided data in ways that could distort it without prior written approval from CULTURAL SERVICE CENTRE EUROPE EEIG of the method used. All derivatives and/or samples of REGNET images made by Regional Poles are the property of CULTURAL SERVICE CENTRE EUROPE EEIG.

Regional Pole may not modify, alter, adapt, transform, translate or create any derivative work based on The REGNET System™, or otherwise use its contents in a manner that would infringe the copyright or other proprietary rights of CULTURAL SERVICE CENTRE EUROPE EEIG or the copyright holder, or the moral rights of the artists represented therein.



### **3.4 Systematic Copying for Purposes of Delivery**

Regional Pole is permitted to make lower resolution derivative versions of licensed images, sounds and multi-media for distribution to Licensed Users as long as the Distribution System also provides a means for access to the full resolution of files that each Licensed User has the right to access. Rights in any such derivative documentation created from The REGNET System™ remain the property of the Cultural Service Centre Europe EEIG (CULTURAL SERVICE CENTRE Europe EEIG), and are subject to all terms, conditions and obligations of a signed REGNET System Agreement and Regional Pole Agreement.

### **3.5 Mapping**

Regional Poles are responsible for importing all data provided by CULTURAL SERVICE CENTRE EUROPE EEIG into their delivery systems and making it accessible in the software environment through which they will provide licensed users with access to the Library. The map of REGNET data into the Distribution system must be registered with CULTURAL SERVICE CENTRE EUROPE EEIG.

### **3.6 Encryption or Encapsulation**

The terms of the REGNET System Agreements allow Licensed Users to remove REGNET data from closed, proprietary, Regional Pole controlled environments. Although Regional Poles may encrypt or encapsulate REGNET data to provide security for their systems, they may not frustrate licensee rights to use the data in other technical environments.

### **3.7 Addition of Data to Support Regional Pole Functionality**

Regional Pole shall be permitted to add additional fields of numeric or text information to aid in the retrieval or use of The REGNET System™. CULTURAL SERVICE CENTRE EUROPE EEIG shall be informed of any such additions, and reserves the right to require that in any display elsewhere in the Distribution System these additional data should be distinguishable from contents of The REGNET System™ as supplied.

## **4. Requirements for Image Views**

### **4.1 Sizes**

Regional Poles must provide, as part of their application, at least one of the following: thumbnail,



quarter, third or half-screen images.

Regional Poles must also provide an image view that displays a minimum of "CONDITIONS TO BE SPECIFIED BY THE CONSORTIUM", within the primary, on-line, application. [These dimensions may be reduced slightly on approval to permit display of the image in a window without scrolling].

Regional Poles must provide licensed users with a means of accessing images of greater than "CONDITIONS TO BE SPECIFIED BY THE CONSORTIUM" resolution provided as part of The REGNET System™. This facility may be supported by an alternative electronic delivery mechanism from that of the primary application. The identity of Licensed Users accessing these images must be reported to CULTURAL SERVICE CENTRE EUROPE EEIG and to the designated Licensee contact so that they can fulfil obligations to administer these images.

## 4.2 Multiple Image Views

Regional Poles must provide facilities that permit two images to be compared side-by-side.

Regional Poles must provide facilities that allow the results of a retrieved set to be displayed in a "light table" display with at least 8 images and associated captions per screen.

## 5. Requirements for Text Views

### 5.1 Required Citation

At any point at which REGNET System data or images are displayed it must be possible to either see, or go by direct link to the citation for the Work. REGNET Citation Guidelines (<http://www.REGNET.org/.....>) must be followed in the display of Works and in any printed products or downloads.

### 5.2 Rights Links

Regional Poles are required to provide a link from each REGNET licensed object to a "Further Rights" declaration that identifies the rights which licensees have and provides an opportunity for them to request additional rights. Rights links in works must be active.

Rights Statements must be displayed with any image larger than a thumbnail.

### 5.3 Metadata for media files

The REGNET System is distributed with metadata for each digital object. Regional Poles are required to create compliant metadata for any digital objects derived by them. Regional Poles are required to



make the metadata accessible to licensees either as a linked file or viewed when the file that it identifies is accessed.

## **6. Requirements for other Multimedia**

### **6.1 Associated Multimedia Files**

Regional Poles must enable users to access all associated multimedia files, linked to The REGNET System. These files may be any MIME type; currently distributed MIME types are listed on the REGNET Web site <http://www.REGNET.org>.

### **6.2 Minimum Structured Text Functionality**

Regional Poles must allow linked structured text files in rtf, html, xml, sgml to be downloaded to licensed users in their native formats.

### **6.3 Minimum Audio and Motion Video**

Regional Poles must provide access to audio and motion video files. They may not re-process these to require proprietary delivery methods, but may change the software dependency to an alternative publicly available player that support the list of multimedia types permitted by the REGNET Data Specification.

## **7. Requirements for Output**

### **7.1 Minimum Citation**

REGNET Citation Guidelines ( <http://www.REGNET.org/.....>) must be followed in printed products and downloads. Products/Services must be referenced as part of The REGNET System™.

### **7.2 Downloading Functions**

Distribution system supported downloading functions must ensure that all media files are accompanied by metadata.

## **8. Reporting to CULTURAL SERVICE CENTRE EUROPE EEIG**

### **8.1 Statistical Reports on Use**

Regional Poles are required to provide reports to CULTURAL SERVICE CENTRE EUROPE EEIG, at



least quarterly, in a mutually agreed machine readable format of the aggregate number of accesses to each work and the number of accesses to each file of associated multimedia documentation as well as counts of searches and accesses by access method. Reports made available on an on-going basis on a designated website or ftp server are preferred. The following data, based on ICOLC recommendations, is required in these reports.

**Sessions** . Regional Pole shall collect data on the number of sessions authenticated by each different authentication method maintained by the Regional Pole, the time and date of such sessions, for each REGNET Licensee, including Licensees receiving service as part of a Consortium.

**Searches**. Reports shall include, at a minimum, the number and type of searches (simple, Boolean and proximity). A listing of search terms used and the numbers of times each was used in each type of search, would be desirable. CULTURAL SERVICE CENTRE EUROPE EEIG specifically requests that reports include searched terms that produce NULL results.

**Views**. Reports shall include the numbers and types of views (by entry, thumbnail or full image) for each work in The REGNET System™.

#### 8.1.1 Reports on Access to High Resolution Images.

Regional Poles are required to provide CULTURAL SERVICE CENTRE EUROPE EEIG with information about all accesses to image data at resolutions greater than "CONDITIONS TO BE SPECIFIED BY THE CONSORTIUM" dpi. This information must include the name of the Licensee and the metadata of the downloaded file.

### 8.2 Reporting to Subscribers

Regional Poles are required to provide the same data reported to CULTURAL SERVICE CENTRE EUROPE EEIG, to a contact designated by each Licensee, or on an online site accessible to them, regardless of the type of subscription held by that Licensee.

### 8.3 REGNET Sign-off

Prior to subscriber access to The REGNET System via a distribution system, the Regional Pole shall provide access to REGNET in order for REGNET to ensure that the system meets this specification.



## 8 REGNET licensing models – IPR handling

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### 8.1 Introduction

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Three basic licensing models for REGNET have been identified:

1. Licensing model for commercial purposes;
2. Licensing model for educational purposes;
3. Licensing model to individuals.

They regulate the copyrights and other rights of REGNET digitised objects, including images, texts, multimedia material, etc... granted to licensees.

The main differences among them are the following:

1. the licence for commercial purposes grants rights to profit organisations for the inclusion of digitised objects in commercially available products and services (e.g. CD-ROMs, books, guides, web-sites and so on);
2. the licence for educational purposes grants rights to cultural and educational institutions to provide their audience the possibility to access collections of digitised objects for inclusion in research and educational projects;
3. the licence to individuals allow them to access and use digitised objects for their own private non commercial interests.

For each of them, a licensing agreement has been described in detail in the following sections. They have been adapted from the SCRAN licensing agreements.



## 8.2 Licence for Commercial Purposes

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### Summary

- Material may be used solely as described in the Annex
- You may not further licence the material or sell-on for another purpose
- You may not give copies to others or transmit REGNET materials electronically to others. eg. through e-mail, the web or any other system save for the purpose of reproducing agreed publications as detailed in the Annex
- If you pay an annual licence, you may search the REGNET Resource Base, download any REGNET image at low resolution to prepare drafts, demonstrations or dummies without further notice to CULTURAL SERVICE CENTRE EUROPE EEIG. You may not reproduce this material without agreeing to royalty terms.
- Most REGNET images are available at high resolution and can be supplied following agreement of royalty terms.
- Images must be correctly identified and credited in the following form **Copyright Holder/ REGNET**

REGNET offers use of resources under licence as defined below.

### Please Note

By signing this agreement you have agreed that the foregoing details are accurate and you are bound by the Terms and Conditions set out below.



## **TERMS AND CONDITIONS OF USE**

### **1. DEFINITIONS**

In these Conditions:-

"Agreement"	these Conditions and any Annex attached;
"Commencement Date"	the date on which any REGNET Digitised Records are first made available to the User;
"Commercial Purposes"	use of the relevant REGNET Digitised Records for any reason which generates a profit;
"Private, Personal Purposes"	use of the relevant REGNET Digitised Records for private personal study or research provided that such use does not generate a profit;
"Improvements"	all improvements, updates, amendments or additions made to the REGNET Digitised Records whether made by REGNET or the User;
"Intellectual Property Rights"	patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;
"Licence"	the licence granted to the User in respect of the REGNET Digitised Records pursuant to clause 2;
"Cultural Service Centre Europe EEIG"	a non-profit European Economic Interest Group established under the 1985 European Union Council Regulation 2137/85/
"REGNET Digitised Records"	the REGNET Resource Data Set and any REGNET Multi-media Programmes;
"REGNET Multi-media Programmes"	any and all multi-media programmes developed by REGNET which are made available to its licencees for Educational Purposes;
" REGNET Resource Data Set"	a working database developed and compiled by REGNET from the resource data sets prepared by REGNET content providers
"Thumbnail Image"	The small image located to the left of the digitised record or shown in the lightbox view. [Typically 150 pixels at widest part]

### **2. LICENCE**

- 2.1 The REGNET Digitised Records and all Intellectual Property Rights therein are owned by CULTURAL SERVICE CENTRE EUROPE EEIG or licensed to REGNET Regional Poles. The User shall not use or exploit the REGNET Digitised Records or any part thereof save in accordance with this Agreement.
- 2.2 CULTURAL SERVICE CENTRE EUROPE EEIG grants to the User throughout the term of this Agreement a non-exclusive non-transferable licence to use the REGNET Digitised Records for purposes as defined in the Annex.
- 2.3 Providing an annual subscription is paid, the user may search the REGNET Resource Base and download images on to the user's own computer for the purpose of preparing



drafts, demonstrations or dummies as long as these are fully identified as REGNET images. An annual subscription does not confer reproduction rights.

- 2.4 Making a Royalty payment for reproduction rights for one or a group of REGNET Digitised Records does not constitute an Annual Subscription.
- 2.5 The User may not sell, resell or otherwise make the information contained in the REGNET Digitised Records available in any manner or on any media to any third party unless the User has been granted prior written consent by CULTURAL SERVICE CENTRE EUROPE EEIG. If the User applies to CULTURAL SERVICE CENTRE EUROPE EEIG for such consent, the parties shall discuss and agree the terms on which CULTURAL SERVICE CENTRE EUROPE EEIG is prepared to make available any of the REGNET Digitised Records, including the scope of the licence and the level of any royalty payable to CULTURAL SERVICE CENTRE EUROPE EEIG.

### **3. USER'S OBLIGATIONS**

- 3.1 The User warrants and agrees with CULTURAL SERVICE CENTRE EUROPE EEIG that:-
- (i) all rights and title in and to the REGNET Digitised Records are expressly reserved to CULTURAL SERVICE CENTRE EUROPE EEIG;
  - (ii) the User shall immediately provide full particulars to CULTURAL SERVICE CENTRE EUROPE EEIG in the event that the User becomes aware of any actual or threatened claims by any third party in connection with the REGNET Digitised Records; and
  - (iii) the User shall not use or exploit any part or parts of the REGNET Digitised Records for any purpose other than those defined in the Annex.
  - (iv) the User shall not permit REGNET Digitised Records to be electronically transmitted to any other recipient or address.
  - (v) the User must ensure that no other member of the public can store the REGNET Digitised Record on any electronic storage medium.
  - (vi) the user may not place any REGNET image; audio, video or virtual reality file on a web site unless written permission has been provided by CULTURAL SERVICE CENTRE EUROPE EEIG.
- 3.2 The User shall indemnify CULTURAL SERVICE CENTRE EUROPE EEIG and keep CULTURAL SERVICE CENTRE EUROPE EEIG fully indemnified from and against all actions, proceedings, claims, demands, costs and damages arising directly or indirectly as a result of breach or non-performance by the User of its obligations under this Agreement.
- 3.3 The User must correctly identify and credit each image in the following form **Copyright Holder/ REGNET**. Each REGNET Digitised Record provided the Copyright Holder details.
- 3.3 Clause 3 shall survive termination of this Agreement for any reason.

### **4. ANNUAL SUBSCRIPTION**

- 4.1 An annual subscription is payable to allow the user to use REGNET Digitised Records as defined in clause 2.3.
- 4.2 The annual subscription (together with any value added tax applicable) shall be levied by CULTURAL SERVICE CENTRE EUROPE EEIG annually in advance with effect from the Commencement Date and shall be payable by the User within 30 days of receipt of CULTURAL SERVICE CENTRE EUROPE EEIG's invoice.
- 4.3 CULTURAL SERVICE CENTRE EUROPE EEIG shall be entitled to vary the annual subscription for the coming year on giving not less than 30 days notice to the User.



- 4.4 CULTURAL SERVICE CENTRE EUROPE EEIG reserves the right to charge the User interest in respect of the late payment of any sum at the rate of 2 per cent per annum above the base rate
5. **DELIVERY**  
*CULTURAL SERVICE CENTRE EUROPE EEIG shall deliver the REGNET Digitised Records to the User using on-line systems and other appropriate electronic media.*
6. **ACCURACY OF INFORMATION**  
CULTURAL SERVICE CENTRE EUROPE EEIG reserves the right to change the content, presentation, user facilities or availability of any part of the REGNET Digitised Records and to make changes in any software used to make the REGNET Digitised Records available at its sole discretion.
7. **LIABILITY**
- 7.1 CULTURAL SERVICE CENTRE EUROPE EEIG's entire liability to the User in respect of any breach of its contractual obligations under this Agreement and any negligent act or omission arising under or in connection with this Agreement shall be limited to the amount of the annual subscription or royalty payment paid by the User for that year in which the breach, act or omission occurs in respect of each such breach, act or omission.
- 7.2 CULTURAL SERVICE CENTRE EUROPE EEIG's liability to the User for death or personal injury resulting from the negligence of CULTURAL SERVICE CENTRE EUROPE EEIG's or its employees shall not be limited.
- 7.3 Subject to the above and to the extent permitted by law, CULTURAL SERVICE CENTRE EUROPE EEIG shall not be liable to the User for any loss or damage including any loss of profits, goodwill, contract or any indirect or consequential loss (including loss or damage suffered by the User as a result of an action brought by a third party).
8. **IMPROVEMENTS**  
Improvements in the REGNET Digitised Records shall be supplied to the User by CULTURAL SERVICE CENTRE EUROPE EEIG in its sole discretion from time to time.
9. **TERM AND TERMINATION OF AGREEMENT**
- 9.1 This Agreement shall commence on the Commencement Date and shall continue thereafter unless earlier terminated in accordance with this clause 9
- 9.2 *CULTURAL SERVICE CENTRE EUROPE EEIG may terminate the Annual Subscription by giving 1 month's notice in writing to the User at any time.*
- 9.3 The User may terminate the Annual Subscription by giving 1 month's notice to CULTURAL SERVICE CENTRE EUROPE EEIG expiring on the anniversary of the Commencement Date or any subsequent anniversary of that date.
- 9.4 Either party may terminate this Agreement forthwith by written notice to the other party if the other party is in breach of any obligation on it hereunder and, in the case of a breach capable of remedy, it shall not have been remedied by the defaulting party within 28 days of written notice specifying the breach and requiring its remedy, or if the other party becomes insolvent, has a receiver appointed over the whole or any part of its assets, enters into any voluntary arrangement or otherwise compounds with creditors, or has an order made or resolution passed for it be wound up (otherwise than in furtherance of a scheme for amalgamation or reconstruction) or an administrative order is made in respect of it or (in the case of the User) if any analogous event occurs in respect of the User.
- 9.5 Termination of this Agreement shall be without prejudice to the accrued rights and obligations of the parties.
- 9.6 Termination of this Agreement for any reason shall not bring to an end:-



- (i) the User's obligations to pay any annual subscription which has accrued due; and
  - (ii) the obligations on the User under clauses 3.2 and 9.7;
- 9.7 On termination of this Agreement for any reason, the User shall cease to use the REGNET Digitised Records and shall deliver up to CULTURAL SERVICE CENTRE EUROPE EEIG on request all copies of the REGNET Digitised Records in its possession and all information, manuals, documents and software relating to the REGNET Digitised Records.
- 10. FORCE MAJEURE**
- 10.1 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.
- 10.2 For the purposes of this Agreement "Force Majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party concerned.
- 11. GENERAL**
- 11.1 No variation or amendment to this Agreement shall bind either party unless made in writing and signed by or on behalf of both parties.
- 11.2 Failure by either party hereto to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
- 12. NOTICES**
- Any notice required to be given hereunder by either party to the other shall be in writing and shall be served by sending the same by registered or recorded delivery post to the address of the other party as given herein or to such other address as that party may have previously notified to the party giving notice as its address for such service.
- 13. ASSIGNATION**
- Neither party shall be entitled to assign the benefit or burden of this Agreement, whether in whole or in part, without obtaining the prior written consent of the other party.
- 14. Reproduction Rights**
- Reproduction rights (if and when granted) are strictly limited to the use, period of time and territory specified, and, unless otherwise agreed in writing, relate to a single publication in a single size.
- 15. Transfer to Third Parties**
- REGNET Digitised Records may be transferred to third parties [such as printers] solely for the purpose of the exercise of the reproduction rights granted by CULTURAL SERVICE CENTRE EUROPE EEIG.
- 16. Receiving REGNET Digitised Records**
- REGNET Digitised Records will be assumed to have been received in good condition unless within 3 days of receipt, the supplier receives notification of any discrepancy or damage.
- 17. Contract and Payment**



- 17.1 After a fee has been agreed and an invoice has been issued, there is a firm and binding contract whereby CULTURAL SERVICE CENTRE EUROPE EEIG is committed to grant reproduction rights and the User to acquire them. Cancellation after such invoicing but before payment will still require full payment unless CULTURAL SERVICE CENTRE EUROPE EEIG, at its discretion, agrees to cancel subject to the User paying a cancellation fee.
- 17.2 The Users right to reproduce is contingent on payment. Any reproduction before payment of the invoice constitutes an infringement of rights and a breach of the Agreement and renders the User liable for the payment of damages.
- 17.3 Royalties shall be payable by the User within 30 days of receipt of REGNET's invoice. CULTURAL SERVICE CENTRE EUROPE EEIG reserves the right to charge the User interest in respect of the late payment of any sum at the rate of 2 per cent per annum above the base rate.
- 18. Copyright and Credits**
- 18.1 Any omission of copyright notice or credit specified will result in the reproduction fee being increased.
- 18.2 In the case of printed publications, 2 copies of the relevant pages containing any REGNET Digitised Record are to be furnished to CULTURAL SERVICE CENTRE EUROPE EEIG free of charge within 2 weeks. For other media, suitable evidence of use must be made available.
- 19. GOVERNING LAW**
- This Agreement shall be governed by and construed in accordance with \_\_\_\_\_ law and the parties hereby submit to the exclusive jurisdiction of the \_\_\_\_\_ courts.



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### 8.3 Licence for Educational Purposes

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#### Summary of Terms

- material may be used for no profit, no proliferation use in education.
- you may not place REGNET materials on a system such as an external web page, disk or other media which is available publicly i.e. to other than those licensed (consult CULTURAL SERVICE CENTRE EUROPE EEIG if you wish to do this.)
- you can put REGNET materials in a system such as intranet web page, disc or other media if only licensed users can access it.
- you may not transmit REGNET materials electronically to unlicensed users. i.e. through e mail or any other system.

The licence is provided for use of REGNET digitised records on a no profit, no proliferation basis. The actual terms explain this fully.



## TERMS AND CONDITIONS OF USE

### 1. DEFINITIONS

In these Conditions:-

"Agreement"	these Conditions and any Annex attached;
"Commencement Date"	the date on which any REGNET Digitised Records are first made available to the User;
"Commercial Purposes"	use of the relevant REGNET Digitised Records for any reason which generates a profit;
"Private, Personal Purposes"	use of the relevant REGNET Digitised Records for private personal study or research provided that such use does not generate a profit;
"Improvements"	all improvements, updates, amendments or additions made to the REGNET Digitised Records whether made by CULTURAL SERVICE CENTRE EUROPE EEIG or the User;
"Intellectual Property Rights"	patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;
"Licence"	the licence granted to the User in respect of the REGNET Digitised Records pursuant to clause 2;
"CULTURAL SERVICE CENTRE EUROPE EEIG"	a non-profit European Economic Interest Group established under the 1985 European Union Council Regulation 2137/85/
"REGNET Digitised Records"	the REGNET Resource Data Set and any REGNET Multi-media Programmes;
"REGNET Multi-media Programmes"	any and all multi-media programmes developed by CULTURAL SERVICE CENTRE EUROPE EEIG which are made available to its licencees for Educational Purposes;
" REGNET Resource Data Set"	a working database developed and compiled by CULTURAL SERVICE CENTRE EUROPE EEIG from the resource data sets prepared by REGNET content providers

### 2. LICENCE

- 2.1 The REGNET Digitised Records and all Intellectual Property Rights therein are owned by CULTURAL SERVICE CENTRE EUROPE EEIG or licensed to REGNET Regional Poles. The User shall not use or exploit the REGNET Digitised Records or any part thereof save in accordance with this Agreement.
- 2.2 CULTURAL SERVICE CENTRE EUROPE EEIG grants to the User throughout the term of this Agreement a non-exclusive non-transferable licence to use the REGNET Digitised Records (other than the REGNET Resource Data Set) for Educational Purposes only (the "Licence") and accordingly permits use of the REGNET Digitised Records (other than the REGNET Resource Data Set) for such Purposes by:-
  - 2.2.1 any employees of the User;



- 2.2.2 any student, school child or other person attending the User's premises; and
- 2.2.3 where the User is a museum, gallery, library, community centre or other exhibition open to the public, any member of the public visiting the User's premises.
- 2.3 The User may not sell, resell or otherwise make the information contained in the REGNET Digitised Records available in any manner or on any media to any third party unless the User has been granted prior written consent by CULTURAL SERVICE CENTRE EUROPE EEIG. If the User applies to CULTURAL SERVICE CENTRE EUROPE EEIG for such consent, the parties shall discuss and agree the terms on which CULTURAL SERVICE CENTRE EUROPE EEIG is prepared to make available any of the REGNET Digitised Records, including the scope of the licence and the level of any royalty payable to CULTURAL SERVICE CENTRE EUROPE EEIG.
- 3. ANNUAL SUBSCRIPTION**
- 3.1 An annual subscription is payable to maintain this licence. The licence holder's right to use REGNET Digitised Records or any part thereof is conditional on payment. The licensee has no rights to use any REGNET Digitised Records or any part thereof, stored in any medium for any purpose if the subscription terms are not met.
- 4. DELIVERY**
- CULTURAL SERVICE CENTRE EUROPE EEIG shall deliver the REGNET Digitised Records to the User using on-line systems and other packaged media.
- 5. ACCURACY OF INFORMATION**
- CULTURAL SERVICE CENTRE EUROPE EEIG reserves the right to change the content, presentation, user facilities or availability of any part of the REGNET Digitised Records and to make changes in any software used to make the REGNET Digitised Records available at its sole discretion.
- 6. LIABILITY**
- 6.1 CULTURAL SERVICE CENTRE EUROPE EEIGs entire liability to the User in respect of any breach of its contractual obligations under this Agreement and any negligent act or omission arising under or in connection with this Agreement shall be limited to the amount of the annual subscription paid by the User for that year in which the breach, act or omission occurs in respect of each such breach, act or omission.
- 6.2 CULTURAL SERVICE CENTRE EUROPE EEIGs liability to the User for death or personal injury resulting from the negligence of CULTURAL SERVICE CENTRE EUROPE EEIG or its employees shall not be limited.
- 6.3 Subject to the above and to the extent permitted by law, CULTURAL SERVICE CENTRE EUROPE EEIG shall not be liable to the User for any loss or damage including any loss of profits, goodwill, contract or any indirect or consequential loss (including loss or damage suffered by the User as a result of an action brought by a third party).
- 7. USER'S OBLIGATIONS**
- 7.1 The User warrants and agrees with CULTURAL SERVICE CENTRE EUROPE EEIG that:-
- (i) all rights and title in and to the REGNET Digitised Records are expressly reserved to CULTURAL SERVICE CENTRE EUROPE EEIG;
  - (ii) the User shall immediately provide full particulars to CULTURAL SERVICE CENTRE EUROPE EEIG in the event that the User becomes aware of any actual or threatened claims by any third party in connection with the REGNET Digitised Records; and



- (iii) save in accordance with Clause 2.3 the User shall not use or exploit any part or parts of the REGNET Digitised Records for any purpose other than Educational Purposes.
  - (iv) The User shall not permit REGNET Digitised Records to be electronically transmitted to any other recipient or address except where the recipient or other address holds a current REGNET Licence.
  - (v) where the User is a museum, gallery, library, community centre or other exhibition open to the public, then the User must ensure that no member of the public can store the REGNET Digitised Record on any electronic storage medium.
  - (vi) where the User is a museum, gallery, library, community centre or other exhibition open to the public, then the User may print copies of the REGNET Digitised Record for personal educational use by members of the public. No charge may be made for this copy, however, the User may charge a fair and reasonable amount to recover the cost of material and equipment used in providing the copy. Any charge in excess of N.NN Euros per copy must be cleared in writing with CULTURAL SERVICE CENTRE EUROPE EEIG prior to introduction.
  - (vii) where this agreement is signed by a corporate body on behalf of User organisations within that corporate body all terms and conditions set out within this agreement will apply to each User organisation.
- 7.2 The User shall indemnify CULTURAL SERVICE CENTRE EUROPE EEIG and keep CULTURAL SERVICE CENTRE EUROPE EEIG fully indemnified from and against all actions, proceedings, claims, demands, costs and damages arising directly or indirectly as a result of breach or non-performance by the User of its obligations under this Agreement.
- 7.3 Clause 7 shall survive termination of this Agreement for any reason.
- 8. IMPROVEMENTS**
- Improvements in the REGNET Digitised Records shall be supplied to the User by CULTURAL SERVICE CENTRE EUROPE EEIG in its sole discretion from time to time.
- 9. TERM AND TERMINATION**
- 9.1 This Agreement shall commence on the Commencement Date and shall continue thereafter unless earlier terminated in accordance with this clause 9
- 9.2 CULTURAL SERVICE CENTRE EUROPE EEIG may terminate this Agreement by giving 1 month's notice in writing to the User at any time.
- 9.3 The User may terminate this Agreement by giving 1 month's notice to CULTURAL SERVICE CENTRE EUROPE EEIG expiring on the anniversary of the Commencement Date or any subsequent anniversary of that date.
- 9.4 Either party may terminate this Agreement forthwith by written notice to the other party if the other party is in breach of any obligation on it hereunder and, in the case of a breach capable of remedy, it shall not have been remedied by the defaulting party within 28 days of written notice specifying the breach and requiring its remedy, or if the other party becomes insolvent, has a receiver appointed over the whole or any part of its assets, enters into any voluntary arrangement or otherwise compounds with creditors, or has an order made or resolution passed for it be wound up (otherwise than in furtherance of a scheme for amalgamation or reconstruction) or an administrative order is made in respect of it or (in the case of the User) if any analogous event occurs in respect of the User.
- 9.5 Termination of this Agreement shall be without prejudice to the accrued rights and obligations of the parties.



- 9.6 Termination of this Agreement for any reason shall not bring to an end:-
- (i) the User's obligations to pay any annual subscription which has accrued due; and
  - (ii) the obligations on the User under clauses 7.2 and 9.7;
- 9.7 On termination of this Agreement for any reason, the User shall cease to use the REGNET Digitised Records and shall deliver up to CULTURAL SERVICE CENTRE EUROPE EEIG on request all copies of the REGNET Digitised Records in its possession and all information, manuals, documents and software relating to the REGNET Digitised Records.
- 10. FORCE MAJEURE**
- 10.1 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.
- 10.2 For the purposes of this Agreement "Force Majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party concerned.
- 11. GENERAL**
- 11.1 No variation or amendment to this Agreement shall bind either party unless made in writing and signed by or on behalf of both parties.
- 11.2 Failure by either party hereto to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
- 12. NOTICES**
- Any notice required to be given hereunder by either party to the other shall be in writing and shall be served by sending the same by registered or recorded delivery post to the address of the other party as given herein or to such other address as that party may have previously notified to the party giving notice as its address for such service.
- 13. ASSIGNATION**
- Neither party shall be entitled to assign the benefit or burden of this Agreement, whether in whole or in part, without obtaining the prior written consent of the other party.
- 14. GOVERNING LAW**
- This Agreement shall be governed by and construed in accordance with \_\_\_\_\_ law and the parties hereby submit to the exclusive jurisdiction of the \_\_\_\_\_ courts.



#### **8.4 Individual Licence for Private, Personal Purposes**

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##### **Summary**

Material may be used for private, personal educational purposes only

- You may not sell the assets
- You may not give copies to others or transmit REGNET materials electronically to others. eg. through e-mail, the web or any other system
- If you pay an annual licence, you may place thumbnails of REGNET images on your own web site provided these are acknowledged, link back to <http://www.REGNET.org> and that no charge is made for accessing your web site



## **TERMS AND CONDITIONS OF USE**

### **Please Note**

On opening and using a REGNET CD-ROM product and/or the REGNET website, you are deemed to have accepted the terms outlined below. Please read these terms carefully before use. If you do not agree with them, return your CD-ROM and/or password certificate unused and CULTURAL SERVICE CENTRE EUROPE EEIG will refund any payment.

## **1. DEFINITIONS**

In these Conditions:-

"Agreement"	these Conditions and any Annex attached;
"Commencement Date"	the date on which any REGNET Digitised Records are first made available to the User;
"Commercial Purposes"	use of the relevant REGNET Digitised Records for any reason which generates a profit;
"Private, Personal Purposes"	use of the relevant REGNET Digitised Records for private personal study or research provided that such use does not generate a profit;
"Improvements"	all improvements, updates, amendments or additions made to the REGNET Digitised Records whether made by CULTURAL SERVICE CENTRE EUROPE EEIG or the User;
"Intellectual Property Rights"	patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;
"License"	the license granted to the User in respect of the REGNET Digitized Records pursuant to clause 2;
"CULTURAL SERVICE CENTRE EUROPE EEIG"	a non-profit European Economic Interest Group established under the 1985 European Union Council Regulation 2137/85/
"REGNET Digitised Records"	the Resource Data Set and any REGNET Multi-media Programmes;
"REGNET Multi-media Programmes"	any and all multi-media programmes developed by CULTURAL SERVICE CENTRE EUROPE EEIG which are made available to its licensees for Educational Purposes;
"REGNET Resource Data Set"	a working database developed and compiled by CULTURAL SERVICE CENTRE EUROPE EEIG from the resource data sets prepared by REGNET content providers
"Thumbnail Image"	The small image located to the left of the digitised record or shown in the lightbox view. [Typically 150 pixels at widest part]

## **2. LICENCE**

- 2.1 The REGNET Digitised Records and all Intellectual Property Rights therein are owned by CULTURAL SERVICE CENTRE EUROPE EEIG or licensed to REGNET Regional Poles.



The User shall not use or exploit the REGNET Digitised Records or any part thereof save in accordance with this Agreement.

- 2.2 CULTURAL SERVICE CENTRE EUROPE EEIG grants to the User throughout the term of this Agreement a non-exclusive non-transferable licence to use the REGNET Digitised Records (other than the REGNET Resource Data Set) for Private, Personal Purposes only.
- 2.3 CD-ROM purchasers are licensed solely to use material from the purchased product on their own machine and have no rights to use thumbnails on the web or to use other REGNET Digitised Records unless an Annual Subscription is paid.
- 2.4 This is a single user licence for use by one person on his/her own personal computer.
- 2.5 The User may print copies of the REGNET Digitised Record for private and personal use, and keep electronic copies on the user's own machine.
- 2.6 Providing an annual subscription is paid, the user may place REGNET thumbnail images on the user's own personal web site as long as these are fully identified as REGNET images and a link is maintained to <http://www.REGNET.org>
- 2.7 The User may not sell, resell or otherwise make the information contained in the REGNET Digitised Records available in any manner or on any media to any third party unless the User has been granted prior written consent by CULTURAL SERVICE CENTRE EUROPE EEIG. If the User applies to CULTURAL SERVICE CENTRE EUROPE EEIG for such consent, the parties shall discuss and agree the terms on which CULTURAL SERVICE CENTRE EUROPE EEIG is prepared to make available any of the REGNET Digitised Records, including the scope of the licence and the level of any royalty payable to CULTURAL SERVICE CENTRE EUROPE EEIG.
- 2.8 The licensee's rights are contingent on purchase of a CD-ROM product and/or payment of an annual subscription.

### **3. USER'S OBLIGATIONS**

3.1 The User warrants and agrees with CULTURAL SERVICE CENTRE EUROPE EEIG that:-

- (i) all rights and title in and to the REGNET Digitised Records are expressly reserved to CULTURAL SERVICE CENTRE EUROPE EEIG;
- (ii) *the User shall immediately provide full particulars to CULTURAL SERVICE CENTRE EUROPE EEIG IT in the event that the User becomes aware of any actual or threatened claims by any third party in connection with the REGNET Digitised Records; and*
- (iii) save in accordance with Clause 2.3 the User shall not use or exploit any part or parts of the REGNET Digitised Records for any purpose other than Private, Personal Purposes.
- (iv) the User shall not permit REGNET Digitised Records to be electronically transmitted to any other recipient or address except where the recipient or other address holds a current REGNET Licence.
- (v) the User must ensure that no other member of the public can store the REGNET Digitised Record on any electronic storage medium.
- (vi) the user may not place any other REGNET image size; audio, video or virtual reality file on a personal web site. Solely thumbnail images may be placed providing an annual licence payment is made.

3.2 The User shall indemnify CULTURAL SERVICE CENTRE EUROPE EEIG and keep CULTURAL SERVICE CENTRE EUROPE EEIG fully indemnified from and against all actions, proceedings, claims, demands, costs and damages arising directly or indirectly



as a result of breach or non-performance by the User of its obligations under this Agreement.

3.3 Clause 3 shall survive termination of this Agreement for any reason.

**4. ANNUAL SUBSCRIPTION**

An annual subscription is payable to maintain the licence to use REGNET Digitised Records from the website. This includes downloading images, storing images on the user's machine and placing thumbnails on personal web pages. The licence holder's right to use REGNET Digitised Records or any part thereof is conditional on payment. A CD-ROM purchase does not constitute an annual subscription.

**5. DELIVERY**

CULTURAL SERVICE CENTRE EUROPE EEIG shall deliver the REGNET Digitised Records to the User using on-line systems and other packaged media.

**6. ACCURACY OF INFORMATION**

CULTURAL SERVICE CENTRE EUROPE EEIG reserves the right to change the content, presentation, user facilities or availability of any part of the REGNET Digitised Records and to make changes in any software used to make the REGNET Digitised Records available at its sole discretion.

**7. LIABILITY**

7.1 CULTURAL SERVICE CENTRE EUROPE EEIG's entire liability to the User in respect of any breach of its contractual obligations under this Agreement and any negligent act or omission arising under or in connection with this Agreement shall be limited to the amount of the annual subscription paid by the User for that year in which the breach, act or omission occurs in respect of each such breach, act or omission.

7.2 CULTURAL SERVICE CENTRE EUROPE EEIG's liability to the User for death or personal injury resulting from the negligence of CULTURAL SERVICE CENTRE EUROPE EEIG or its employees shall not be limited.

7.3 Subject to the above and to the extent permitted by law, CULTURAL SERVICE CENTRE EUROPE EEIG shall not be liable to the User for any loss or damage including any loss of profits, goodwill, contract or any indirect or consequential loss (including loss or damage suffered by the User as a result of an action brought by a third party).

**8. IMPROVEMENTS**

Improvements in the REGNET Digitised Records shall be supplied to the User by CULTURAL SERVICE CENTRE EUROPE EEIG in its sole discretion from time to time.

**9. TERM AND TERMINATION OF ANNUAL LICENCE**

9.1 This Agreement shall commence on the Commencement Date and shall continue thereafter unless earlier terminated in accordance with this clause 9

9.2 CULTURAL SERVICE CENTRE EUROPE EEIG may terminate this Agreement by giving 1 month's notice in writing to the User at any time.

9.3 The User may terminate this Agreement by giving 1 month's notice to CULTURAL SERVICE CENTRE EUROPE EEIG expiring on the anniversary of the Commencement Date or any subsequent anniversary of that date.

9.4 Either party may terminate this Agreement forthwith by written notice to the other party if the other party is in breach of any obligation on it hereunder and, in the case of a breach capable of remedy, it shall not have been remedied by the defaulting party within 28 days of written notice specifying the breach and requiring its remedy, or if the other party becomes insolvent, has a receiver appointed over the whole or any part of its assets, enters into any voluntary arrangement or otherwise compounds with creditors, or has an order made or resolution passed for it be wound up (otherwise than in furtherance of a



- scheme for amalgamation or reconstruction) or an administrative order is made in respect of it or (in the case of the User) if any analogous event occurs in respect of the User.
- 9.5 Termination of this Agreement shall be without prejudice to the accrued rights and obligations of the parties.
- 9.6 Termination of this Agreement for any reason shall not bring to an end:-
- (i) the User's obligations to pay any annual subscription which has accrued due; and
  - (ii) the obligations on the User under clauses 7.2 and 9.7;
- 9.7 On termination of this Agreement for any reason, the User shall cease to use the REGNET Digitised Records and shall deliver up to CULTURAL SERVICE CENTRE EUROPE EEIG on request all copies of the REGNET Digitised Records in its possession and all information, manuals, documents and software relating to the REGNET Digitised Records.
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- 14. GOVERNING LAW**
- This Agreement shall be governed by and construed in accordance with \_\_\_\_\_ law and the parties hereby submit to the exclusive jurisdiction of the \_\_\_\_\_ courts.

## 9 Outlook

This document presented the partnership and contracting model for REGNET on an international and national level. Main results were the decision to adopt the European Economic Interest Group concept for REGNET and the establishment of a first set of agreements and licenses for the REGNET



legal framework. This set of agreements will be validated and further developed within the demonstration phase and according to the experiences gained in the setting up the CULTURAL SERVICE CENTRE Europe EEIG. The Cultural Service Centre Europe EEIG had been applied for registration at the beginning of June and should soon start operation. New agreements as well as sample statutes for the regional CULTURAL SERVICE CENTRES will be included in the final version of D6.



## ***Part 2 Business Process (re-)engineering***

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## 10 Introduction

This part contains artefacts from the task 2.4 "Business Process (re-)engineering".

### 10.1 Purpose

This task continues and is based on the result of task T1.6 "Definition of supported Business Functions", developed during the WP1 (see deliverable D3).

The objective is double :

**First**, the completed and detailed specifications of the selected processes to be implemented have to be provided.

The content providers decided and clarified the detail workflow of each selected process.

**Second**, the traduction of the provided specifications in language UML. Each B2B collaborative process have to be registered in the ebXML catalogue.

All this might dramatically change the way how the cultural organization has done the business up to now.

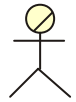

### 10.2 Overview

This part is splitted into the following domains:



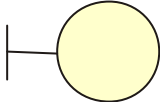

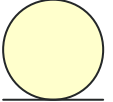
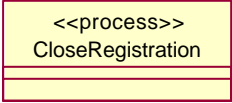
- The Museum domain.
- The Art Gallery domain.
- The Archive and Library domain.

### 10.3 UML Notation

Below is a subset of UML stereotype used throughout this document:

Stereotype	Description
 Tourism Agency	<u><b>Business Actor</b></u> A business actor represents a role played in relation to the business by someone or something in the business environment
 Catalog an Object	<u><b>Business use case</b></u> A business use case instance is a sequence of actions a business performs that yields an observable result of value to a particular business actor.

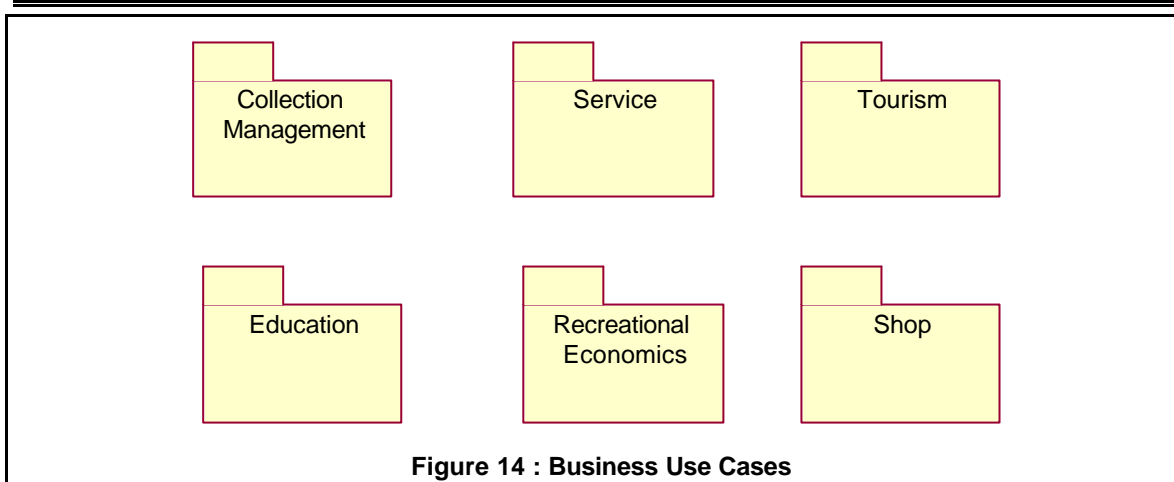


 Marketing Officer (from General Use Entities)	<p><u>Business worker</u></p> <p>A business worker represents a role or set of roles in the business. A business worker interacts with other workers and manipulates business entities while participating in business use-case realizations.</p>
 Advertisement	<p><u>Business entity</u></p> <p>A business entity represents a "thing" handled or used by business workers.</p>
 search form (from eShop Interface)	<p><u>Boundary class</u></p> <p>A boundary class is a stereotyped class that models the interaction between one or more actors and the system. You can use boundary classes to capture the requirements of a user interface. Boundary classes can be windows, printer interfaces, sensors, and terminals.</p>
 browse catalog (from Product)	<p><u>Control class</u></p> <p>A control class models behavior specific to one or a few use cases. Control classes often control other objects and encapsulate use-case specific behavior. Control classes coordinate system behavior and they represent the dynamics of a system, handling the main tasks and control flows.</p>
 product (from Product)	<p><u>Entity class</u></p> <p>An entity class models information stored by the system and its associated behavior. An entity class has persistent characteristics that are frequently reused in other system use cases. Entity classes show the logical data structure of the system.</p>
 <<process>> CloseRegistration	<p><u>Process class</u></p> <p>A process is the execution of one thread of control in an object-oriented program or system.</p>

Extend and include relationships Association relationships connect similar model elements on use case diagrams. In this module we see both <<extends>> and <<includes>> relationships. Many times, the same system functionality is shared by several different use cases. An extends relationship between use cases means one use case optionally adds the functionality of the other use case when certain conditions are met. An includes relationship means one use case completely encompasses all the functionality of another use case.



## 11 The Museum Domain

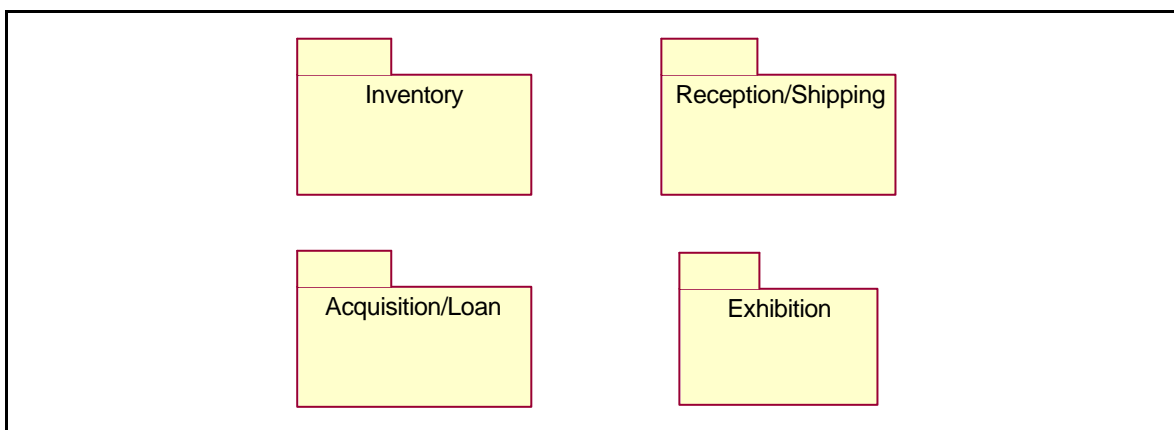


The Museum Domain has been splitted into sub-domains. Some of these sub-domains are not specific to the Museum Domain, and as is, will be described into another section (such as Shop).

### 11.1 Collection management Specifications

The Business Use Cases that describes the Business Processes to develop, to enrich, to conserve and to catalogue the museum's collection, to manage museum's exhibition.

The Collection Management sub-domain has been splitted into four categories to allow a good management of Business Use Cases.



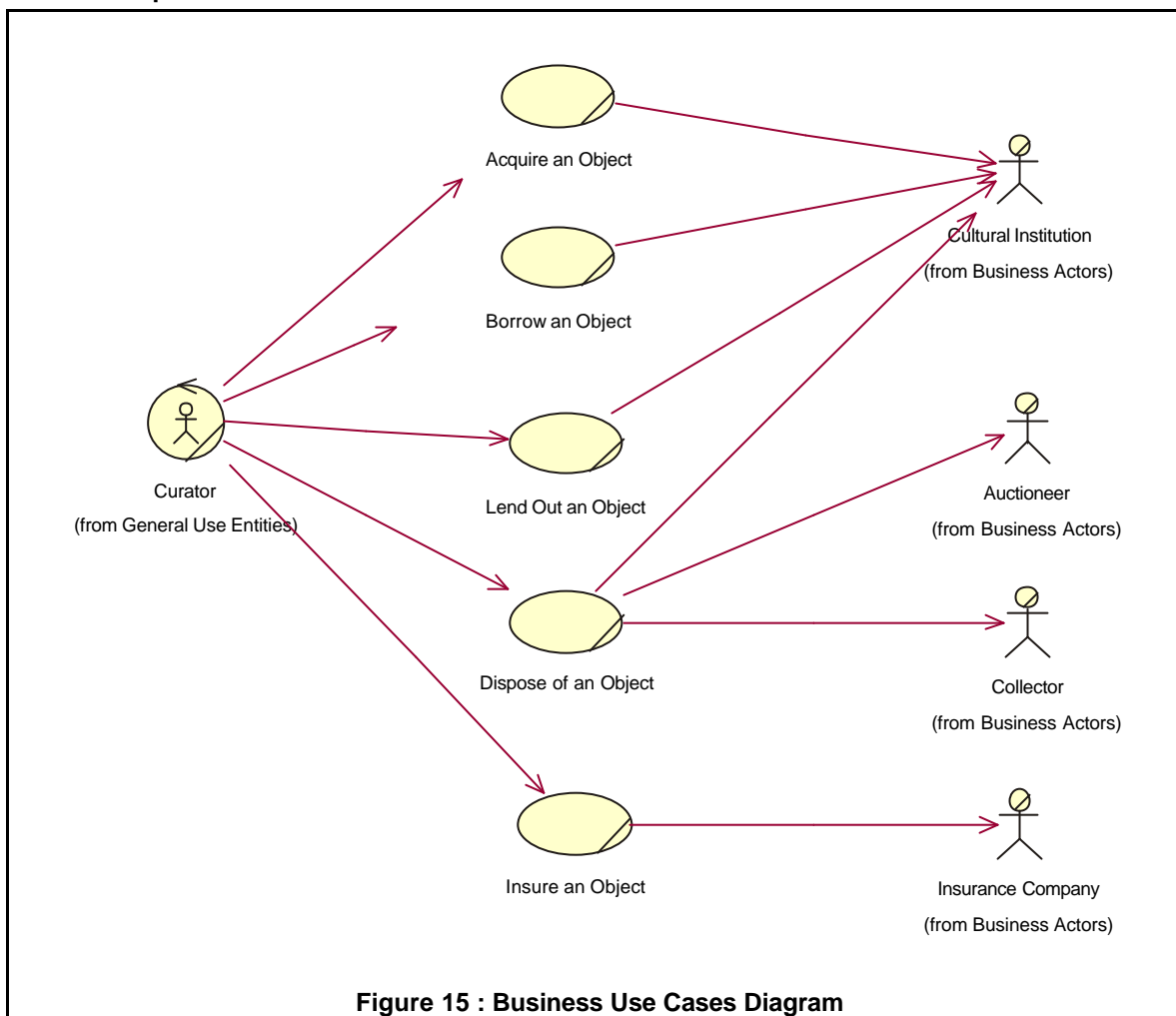
**Inventory** : The business use cases describing how inventory is managed at the Museum.

**Reception/Shipping** : The business use cases describing how reception and shipping are managed at the Museum.

**Acquisition/Loan** : The business use cases describing how Acquisition and Loan are managed at the Museum.

**Exhibition :** The Business use cases describing how exhibition is managed at the Museum.

### 11.1.1 Acquisition / Loan Business Use Cases



#### 11.1.1.1 Description of use case "Acquire an object"

In order to develop the collection, the curator decides to acquire new objects.

The museum becomes the new owner of the object; the legal title is transferred. The museum has to make sure of the legitimacy of the previous owner, it has to obtain unambiguous evidence of title to the object.

In all relevant cases, the owner of the copyright and other rights associated with the object and its use are established and recorded.

#### Use case description 7.1.1A

Name: Acquire an object

Description: An object is acquired by the museum



Actors: Curator, Collection manager, Owner, Registrar, Head of Collections

Type:

Cross references: use case 7.1.6B 'receive an object'

Preconditions: Object to be acquired is known

Alternatives:

Actor action	System response
Curator gives authorisation for acquisition of the object	
Collection manager assigns acquisition number to the object and makes a file with information on the former owner, brief description of the object, method of acquisition and other relevant data	System generates new acquisition number and record and registers information on the former owner, brief description of the object, method of acquisition and other relevant data
Collection manager plans the receipt of the object and determines a location	System registers location
proceed to use case 7.1.6B (receive an object)	
Collection manager obtains evidence of title of the object	
Collection manager ensures signature confirming transfer of title from the Owner	System registers transfer of title confirmed
Collection manager establishes and records owner of copyright	System registers copyright information
Collection manager marks/labels object with number	
Registrar records acquisition information	System registers acquisition information
Head of Collections sends acknowledgement to Owner	

#### Use case description 7.1.1B

Name: Acquire an object

Description: An object is acquired by the museum

Actors: Curator, Collection manager, Owner, Registrar, Head of Collections

Type:

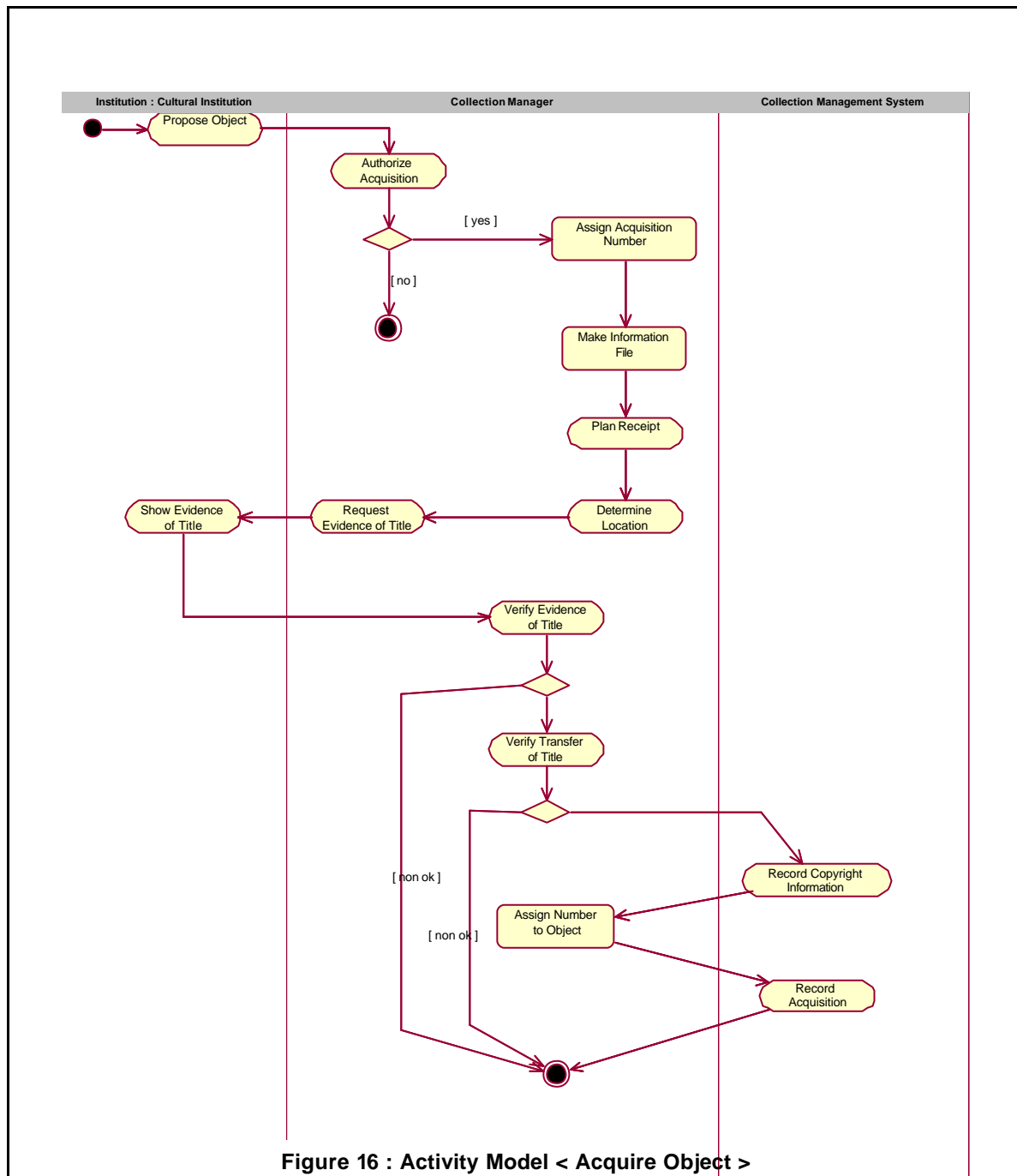
Cross references:

Preconditions: Object is received

Alternatives:



Actor action	System response
Object is received by the Collection manager	
Object is proposed for acquisition by the Owner	
Curator gives authorisation for acquisition of the object	
Collection manager obtains evidence of title of the object	
Collection manager ensures signature confirming transfer of title from the Owner	System registers transfer of title confirmed
Collection manager establishes and records owner of copyright	System registers copyright information
Registrar records acquisition information	System registers acquisition information
Head of Collections sends acknowledgement to Owner	





#### 11.1.1.2 Description of use case "Borrow an object"

A museum borrows an object for a specific period of time and for a specified purpose, normally display, but including research, education and photography.

Sometimes a collector or an institution asks museum for keeping his cultural objects.

During this period the museum is responsible for the object.

#### Use case description 7.1.2

Name: Borrow an object

Description: The museum borrows an object for a certain purpose from another institution/person

Actors: Head of Collections, Lender, Collection manger, Conservator, Photographer, Registrar

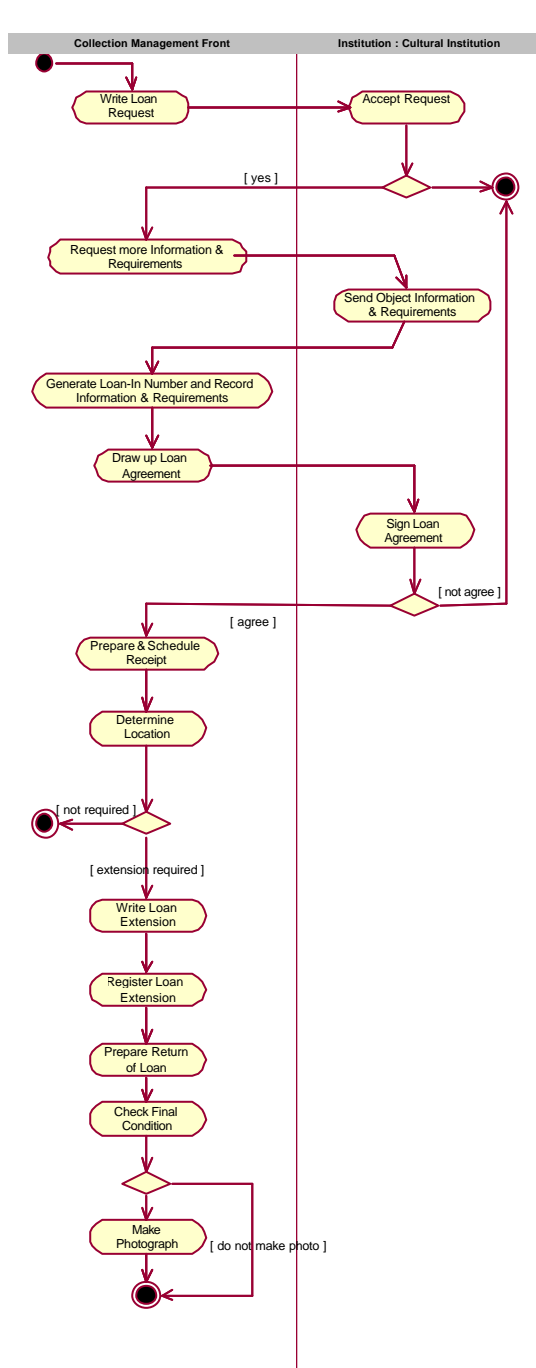
Type:

Cross references: uses cases 7.1.6B 'receive an object', 7.1.7 'despatch'

Preconditions:

Alternatives:

Actor action	System response
Head of Collections writes loan request to Lender	
If Lender agrees Collection manager requests more info about object and any requirements	
Collection manager records object loan information	System generates new and unique loan-in number and registers object loan information
An loan agreement is drawn up and signed by Lender and Head of Collections	
Collection manager prepares and schedules for receipt of object and identifies a location	System registers location of object
proceed to use case 7.1.6B (receive and object)	
If necessary Collection manager extends loan	System registers new loan end date
Collection manager prepares for the return of loan	
Conservator completes final condition check and Photographer photographs object if necessary	System registers object condition information
proceed to use case 6 (despatch)	



**Figure 17 : Activity Model < Borrow Object >**



#### 11.1.1.3 Description of use case "Lend out an object"

An object is lent to another institution for a specific period of time and for a specific purpose.

##### **Use case description 7.1.3A**

Name: Lend out an object  
Description: An object of the museum is lend to another institution  
Actors: Collection manager, Borrower, Requester  
Type:  
Cross references:  
Preconditions: object cannot be loaned  
Alternatives:

Actor action	System response
Collection manager receives written request from Borrower	
Collection manager records request information	System registers request information
Collection manager checks possibility to lend out object	System displays availability
Collection manager sends rejection to Requester with explanatory reason	

##### **Use case description 7.1.3BA**

Name: Lend out an object  
Description: An object of the museum is lend to another institution  
Actors: Collection manager, Borrower, Requester  
Type:  
Cross references:  
Preconditions: object is refused for loan  
Alternatives:

Actor action	System response
Collection manager receives written request from Borrower	
Collection manager records request information	System registers request information



Collection manager checks possibility to lend out object	System displays availability
Collection manager sends conditions of loan to Borrower	
Collection manager decides to loan or not taking into account time schedule, charges, suitability of Borrower, etc.	
Collection manager sends rejection to Requester with explanatory reason	

#### Use case description 7.1.3BB

Name: Lend out an object

Description: An object of the museum is lend to another institution

Actors: Collection manager, Borrower, Requester, Head of Collections, Registrar, Conservator, Photographer

Type:

Cross references: use cases 7.1.6A (receive an object), 7.1.7 (despatch)

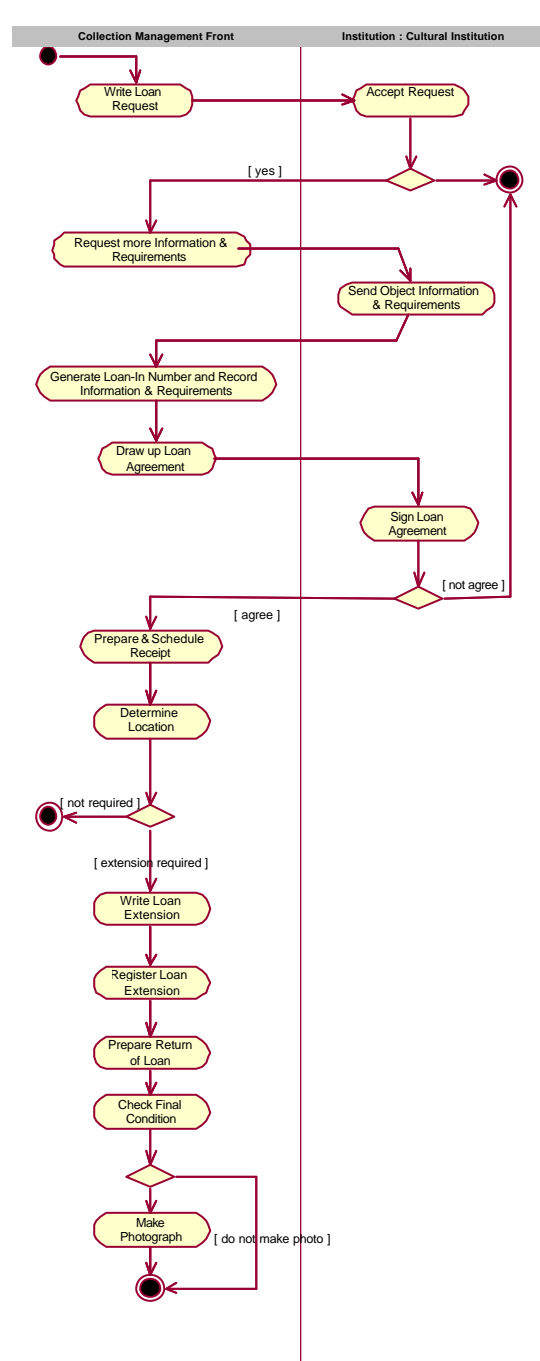
Preconditions: object can be loaned

Alternatives:

Actor action	System response
Collection manager receives written request from Borrower	
Collection manager records request information	System registers request information
Collection manager checks possibility to lend out object	System displays availability
Collection manager sends conditions of loan to Borrower	
Collection manager decides to loan or not taking into account time schedule, charges, suitability of Borrower, etc.	
Collection manager notifies Borrower of decision to loan and provides object loan information to Borrower	System generates object loan information report
Head of Collections and Borrower confirm loan and sign loan agreement	
Collection manager prepares loan, insurance, packing for shipping, if needed Conservator does conservation work, and Photographer takes	System registers information in loan, insurance, shipping, conservation and photograph



photograph	
Proceed to use case 7.1.7 (despatch)	
Collection manager makes arrangements for return of the object	System registers return arrangements
Proceed to use case 7.1.6A (receive an object)	
Collection manager ensures loan conditions have been met	
Registrar updates loan/exhibition information	System registers loan/exhibition information



**Figure 18 : Activity Model < Lend Out Object >**



#### 11.1.1.4 Description of use case "Dispose of an object"

When a museum wants to transfer, sale, exchange or destruct an object, it can propose to others institutions, or it can sale by auction.

##### Use case description 7.1.4A

Name: Dispose of an object  
Description: An object is disposed of by the museum  
Actors: Curator, Collection manager, Head of Collections  
Type:  
Cross references:  
Preconditions: object will be destructed  
Alternatives:

Actor action	System response
Curator proposes object for disposal	System registers that object is proposed for disposal and reasons
Collection manager checks object information whether it can be disposed of	System checks information about possibility to dispose
Object can be disposed of and approval is given by Head of Collections	System registers approval for disposal
Collection manager records information about reasons and method of destruction	System registers information reasons and method of destruction
Collection manager makes everything needed for destruction is available	
Collection manager performs actual destruction	
Collection manager records disposal information	System registers disposal information

##### Use case description 7.1.4B

Name: Dispose of an object  
Description: An object is disposed of by the museum  
Actors: Curator, Collection manager, Head of Collections, Administrative department, Buyer, Receiver  
Type:  
Cross references: use case 7.1.7 (despatch)  
Preconditions: object will be sold  
Alternatives:



Actor action	System response
Curator proposes object for disposal	System registers that object is proposed for disposal and reasons
Collection manager checks object information whether it can be disposed of	System checks information about possibility to dispose
Object can be disposed of and approval is given by Head of Collections	System registers approval for disposal
Head of Collections contacts cultural institutions and auctioneer to notify about sale	System generates list of possible cultural institutions and auctioneers
Collection manager provides information about object, costs and accompanying conditions	System generates report of relevant object information
Administrative department gathers reply from possible buyers	
Most suitable buyer is chosen and contacted by Head of Collections	System registers chosen buyer
Administrative department draws up agreement with Buyer	
Head of Collections and Receiver sign agreement on sale of object	
Collection manager records disposal information	System registers disposal information
proceed to use case 7.1.7 (despatch)	

#### Use case description 7.1.4C

Name: Dispose of an object

Description: An object is disposed of by the museum

Actors: Curator, Collection manager, Head of Collections, Administrative department, Receiver

Type:

Cross references: use case 7.1.7 (despatch)

Preconditions: object will be exchanged

Alternatives:

Actor action	System response
Curator proposes object for disposal	System registers that object is proposed for disposal and reasons



Collection manager checks object information whether it can be disposed of	System checks information about possibility to dispose
Object can be disposed of and approval is given by Head of Collections	System registers approval for disposal
Head of Collections contacts cultural institutions for exchange possibility	System generates list of possible cultural institutions
Collection manager provides information about object and accompanying conditions	System generates report of relevant object information
Administrative department gathers reply from possible recipients Most suitable recipient is chosen and contacted by Head of Collections	System registers chosen recipient
Administrative department draws up agreement with Receiver	
Head of Collections and Receiver sign agreement on exchange of object	
Collection manager records disposal information	System registers disposal information
proceed to use case 7.1.7 (despatch)	

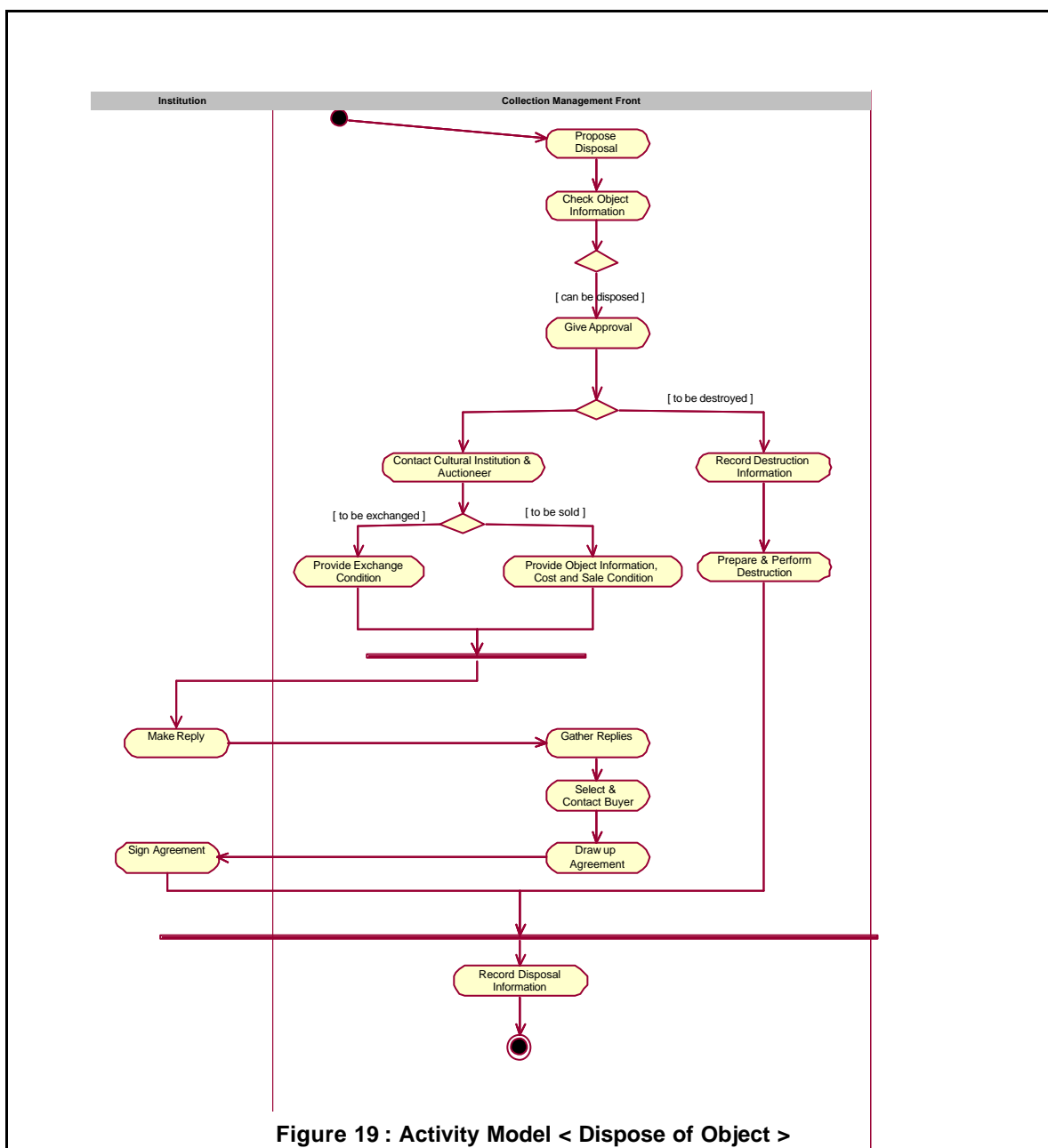


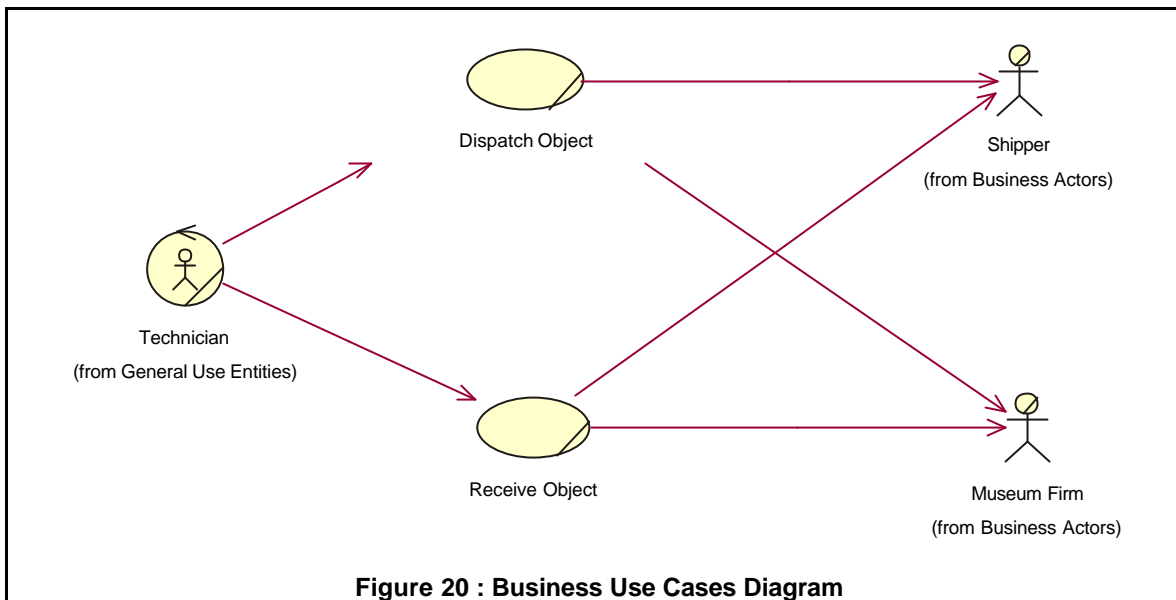
Figure 19 : Activity Model < Dispose of Object >



11.1.1.5 Description of use case "Insure an object"

Documenting and managing the insurance needs of objects both in an institution's permanent collection and those for which it is temporarily responsible.

### 11.1.2 Reception / Shipping Business Use Cases



#### 11.1.2.1 Description of use case "Receive an object"

The receipt of the object is organised: the transport, the future location.

The museum professional ensures that the receipt of the object is properly planned for and that appropriate long-term storage or display space is available for the object.

When the object is received, it is registered (object number).

The museum becomes responsible for the object.

#### Use case description 7.1.6A

Name: Receive an object

Description: An object is brought to the museum

Actors: Depositor, Shipper, Owner, Collection manager, Conservator, Photographer

Type: Primary

Cross references:

Preconditions: Object is title of the museum

Alternatives:

Actor action	System response
Shipper/Owner brings the object to the museum.	
The Collection manager takes in the object.	



Collection manager checks number and relevant information.	Systems checks number and displays relevant information.
Collection manager checks quickly the condition of the object and records its findings.	System registers object condition information.
Collection manager makes receipt.	System generates receipt and makes a print out.
Receipt is signed by Shipper/Owner and Collection manager.	
Collection manager sends confirmation of receipt to Depositor.	
Conservator checks the condition of the object thoroughly and records the findings.	System registers object condition information.
The Photographer photographs if necessary the object.	
Collection manager places the object at its location and updates location and relevant information.	System registers the location and other information of the object.

#### Use case description 7.1.6B

Name: Receive an object

Description: An object is brought to the museum

Actors: Depositor, Shipper, Owner, Collection manager, Conservator, Photographer

Type: Primary

Cross references:

Preconditions: Object is not title of the museum but the object is known

Alternatives:

Actor action	System response
Shipper/Owner brings the object to the museum.	
The Collection manager takes in the object.	
Collection manager checks number and relevant information.	Systems checks number and displays relevant information.
Collection manager checks quickly the condition of the object and records its findings.	System registers object condition information.
Collection manager makes receipt.	System generates receipt and makes a print out.
Receipt is signed by Shipper/Owner and Collection manager.	



Collection manager sends confirmation of receipt to Depositor.	
Conservator checks the condition of the object thoroughly and records the findings.	System registers object condition information.
The Photographer photographs if necessary the object.	
Collection manager places the object at its location and updates location and relevant information.	System registers the location and other information of the object.

#### Use case description 7.1.6C

Name: Receive an object

Description: An object is brought to the museum

Actors: Depositor, Shipper, Owner, Collection manager, Conservator, Photographer, Registrar

Type: Primary

Cross references:

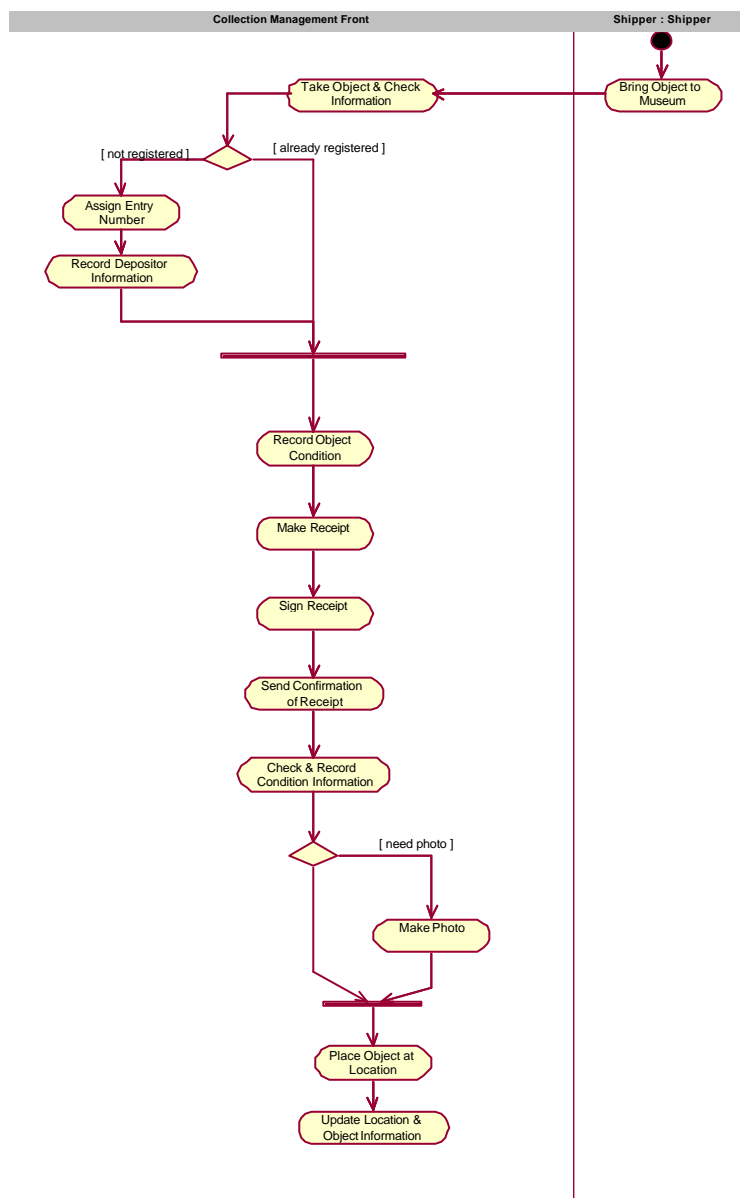
Preconditions: Object is not title of the museum and the object is unknown

Alternatives:

Actor action	System response
Shipper/Owner brings the object to the museum.	
The Collection manager takes in the object.	
Collection manager supplies the Depositor with conditions and restrictions.	
Collection manager assigns entry number to the object.	System generates new and unique entry number and makes new record.
Collection manager records depositor & object ID information.	System registers depositor & object ID information.
Collection manager checks number and relevant information.	Systems checks number and displays relevant information.
Collection manager checks quickly the condition of the object and records its findings.	System registers object condition information.
Collection manager makes receipt.	System generates receipt and makes a print out.
Receipt is signed by Shipper/Owner and Collection manager.	



Collection manager sends confirmation of receipt to Depositor.	
Registrar records object entry information in the object entry record.	System registers object entry information.
Conservator checks the condition of the object thoroughly and records the findings.	System registers object condition information.
The Photographer photographs if necessary the object.	
Collection manager places the object at its location and updates location and relevant information.	System registers the location and other information of the object.



**Figure 21 : Activity Model < Receive Object >**



#### 11.1.2.2 Description of use case "Dispatch an object"

When a museum's object leaves the institutions premises (loan, digitising, sale,...), it must be prepared for transport, and the transport organised.

When the object goes out, the museum is no more responsible for the object.

#### **Use case description 7.1.7**

Name: Despatch an object

Description: An object will be despatched from the premises of the museum.

Actors: Collection manager, Head of Collections, Shipper, Photographer, Conservator, Recipient

Type:

Cross references: follow up of several other procedures

Preconditions:

Alternatives:

Actor action	System response
Collection manager requests authorisation to despatch the object	
Approval is given by the Head of Collections	System registers approval for despatch
Collection manager contacts Shipper and makes agreement	System registers information about shipper and shipping
Collection manager prepares object for transport, Photographer photographs object and Conservator completes condition report	System registers object condition information and photograph
Collection manager records details about transport and creates a receipt	System registers transport details and generates a receipt
Shipper collects object and signs receipt	
Collection manager gets return receipt from Recipient	
Collection manager updates relevant object information	System registers updated object information

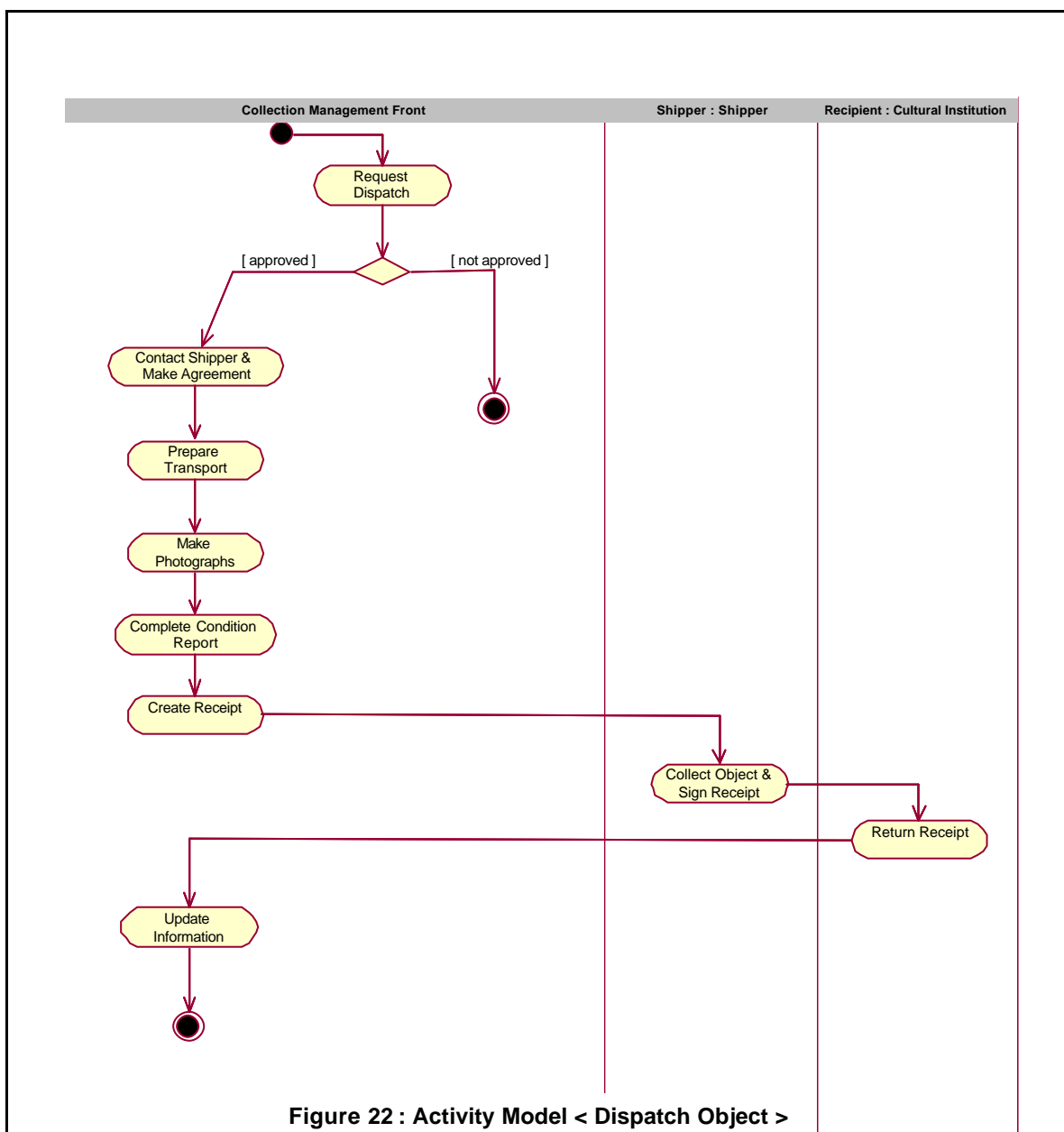
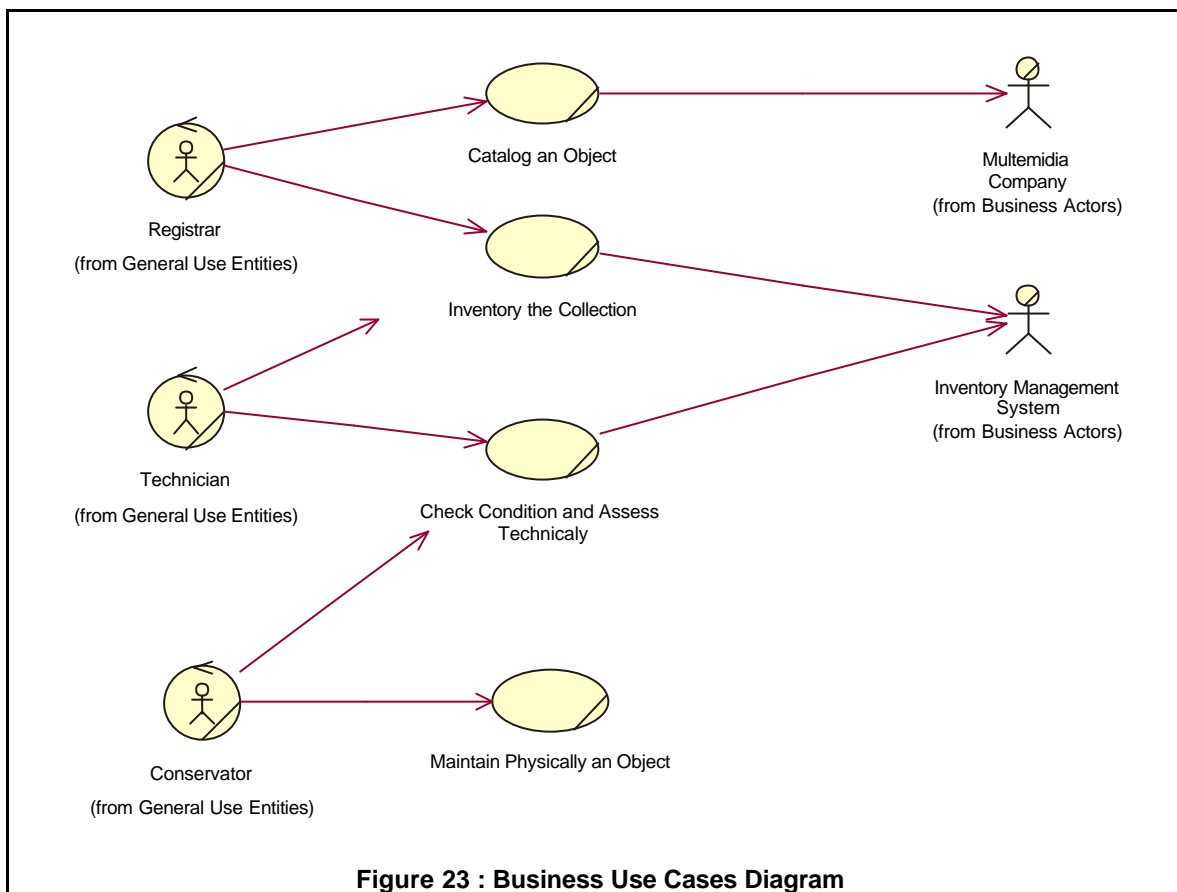


Figure 22 : Activity Model < Dispatch Object >

### 11.1.3 Inventory Business Use Cases



#### 11.1.3.1 Description of use case "Check condition and assess technically an object"

Identify the condition state of the object.

##### Use case description 7.1.8A

Name: Check condition  
Description: The condition of an object will be checked  
Actors: Collection manager  
Type:  
Cross references: use case 7.1.7 (despatch)  
Preconditions: The object will be checked by extern  
Alternatives:

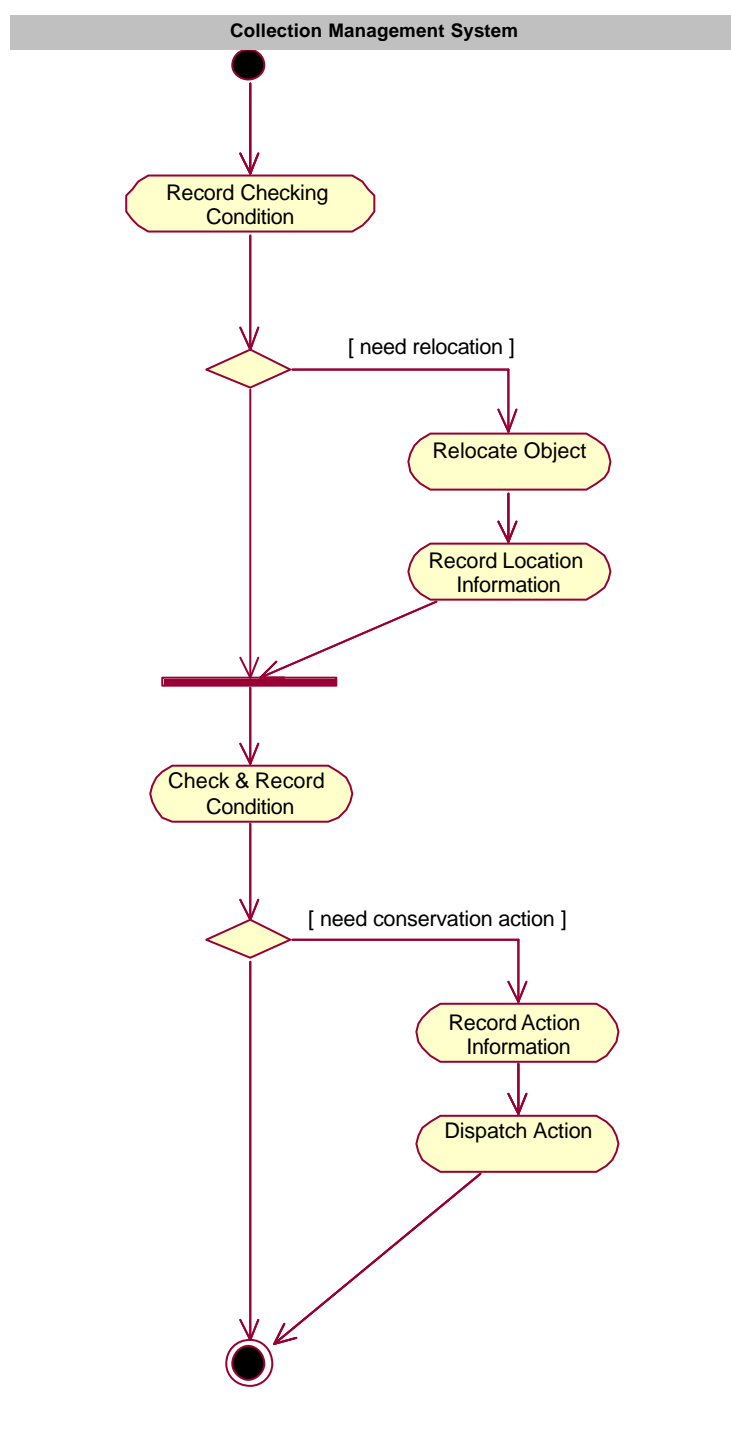


Actor action	System response
Collection manager records reason for condition check	System registers reason for condition check
If necessary Collection manager relocates the object	
proceed to use case 7.1.7 (despatch)	

#### Use case description 7.1.8B

Name: Check condition  
Description: The condition of an object will be checked  
Actors: Collection manager, Conservator  
Type:  
Cross references: use case 7.1.7 (despatch)  
Preconditions: The object will be checked intern  
Alternatives:

Actor action	System response
Collection manager records reason for condition check	System registers reason for condition check
If necessary Collection manager relocates the object	
Collection manager records new location	System registers new location
Conservator looks at former condition checks and condition information	System displays condition check information and object condition information
Conservator records new data concerning condition check and condition of the object	System registers condition check information and object condition information
Conservator records action which should be taken	System registers action to be taken
Conservator notifies relevant staff of action to be taken	



**Figure 24 : Activity Model < Check Condition & Assess Technically Object >**





#### 11.1.3.2 Description of use case "Maintain physically the collection"

The collection has to be carefully stored and packed. The conservator documents and manages information about interventive and preventive conservation activities.

The measures needed are established: ranging from new special storage racks to acid-free boxes and special foam. And then the material is applied to the collection.

##### **Use case description 7.1.9A**

Name: Maintain collection physically  
Description:  
Actors: Storage manager, Supplier  
Type:  
Cross references:  
Preconditions: It concerns the maintenance of the location  
Alternatives:

Actor action	System response
Storage manager checks storage facilities and indicates whether new storage material is needed	
Storage manager records storage information	System registers storage information
Storage manager orders from Supplier storage material	
Supplier delivers material to museum	
Storage manager installs storage material in storage	
Storage manager updates information on storage	System registers updated storage information

##### **Use case description 7.1.9B**

Name: Maintain collection physically  
Description:  
Actors: Storage manager, Supplier, Collection manager  
Type:  
Cross references:  
Preconditions: It concerns the maintenance of the object  
Alternatives:



Actor action	System response
Storage manager checks object and determines storage requirements	
Storage manager records object storage requirements	System registers object storage information
Collection manager makes inventory of needed packaging material	
Collection manager checks with Storage manager material available	
Storage manager orders if necessary material from Supplier	
Supplier delivers material to museum	
Collection manager and Storage manager pack object in new material	
Collection manager/Storage manager records details about packaging and storage	System registers updated object storage information

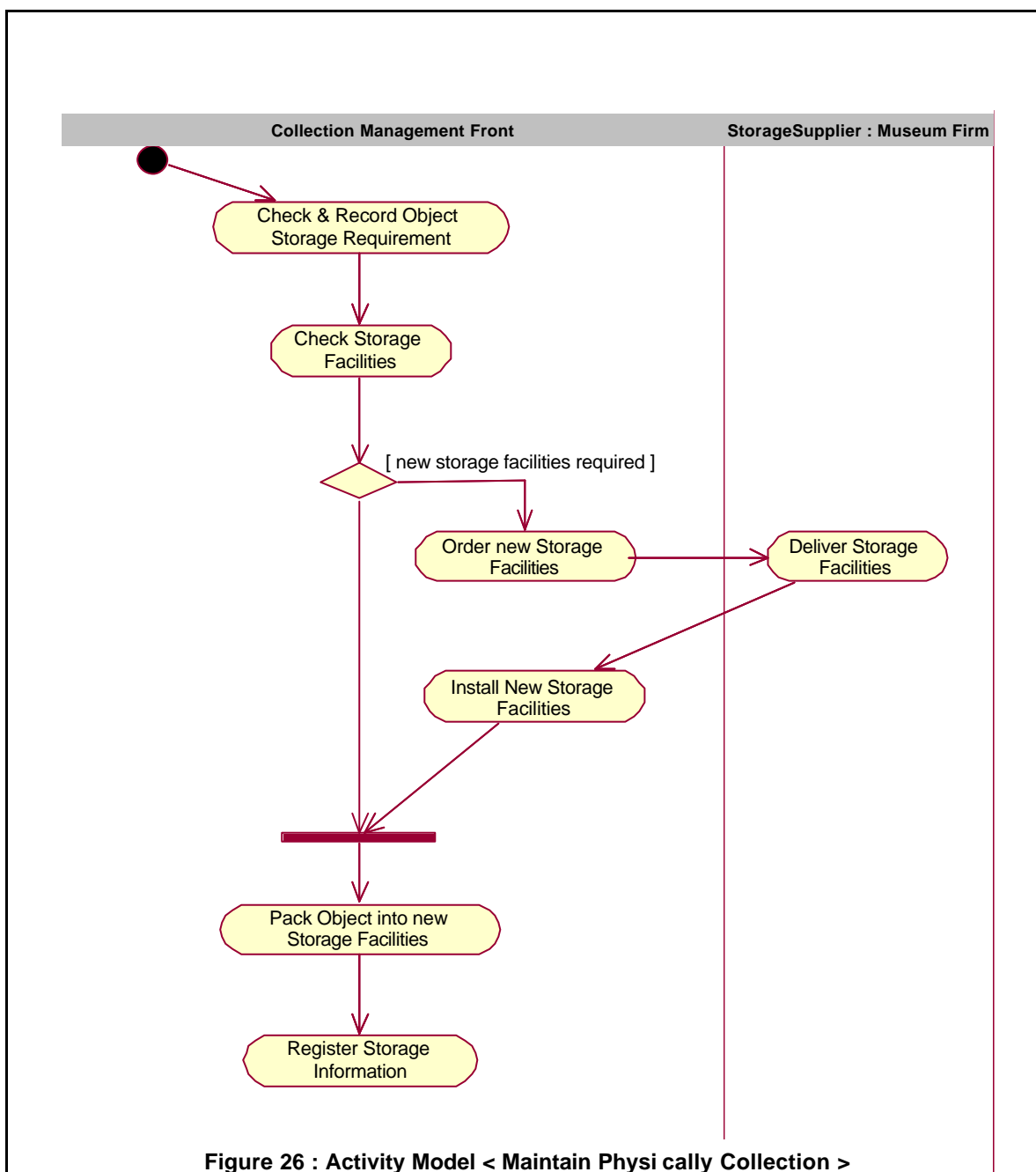


Figure 26 : Activity Model < Maintain Physically Collection >



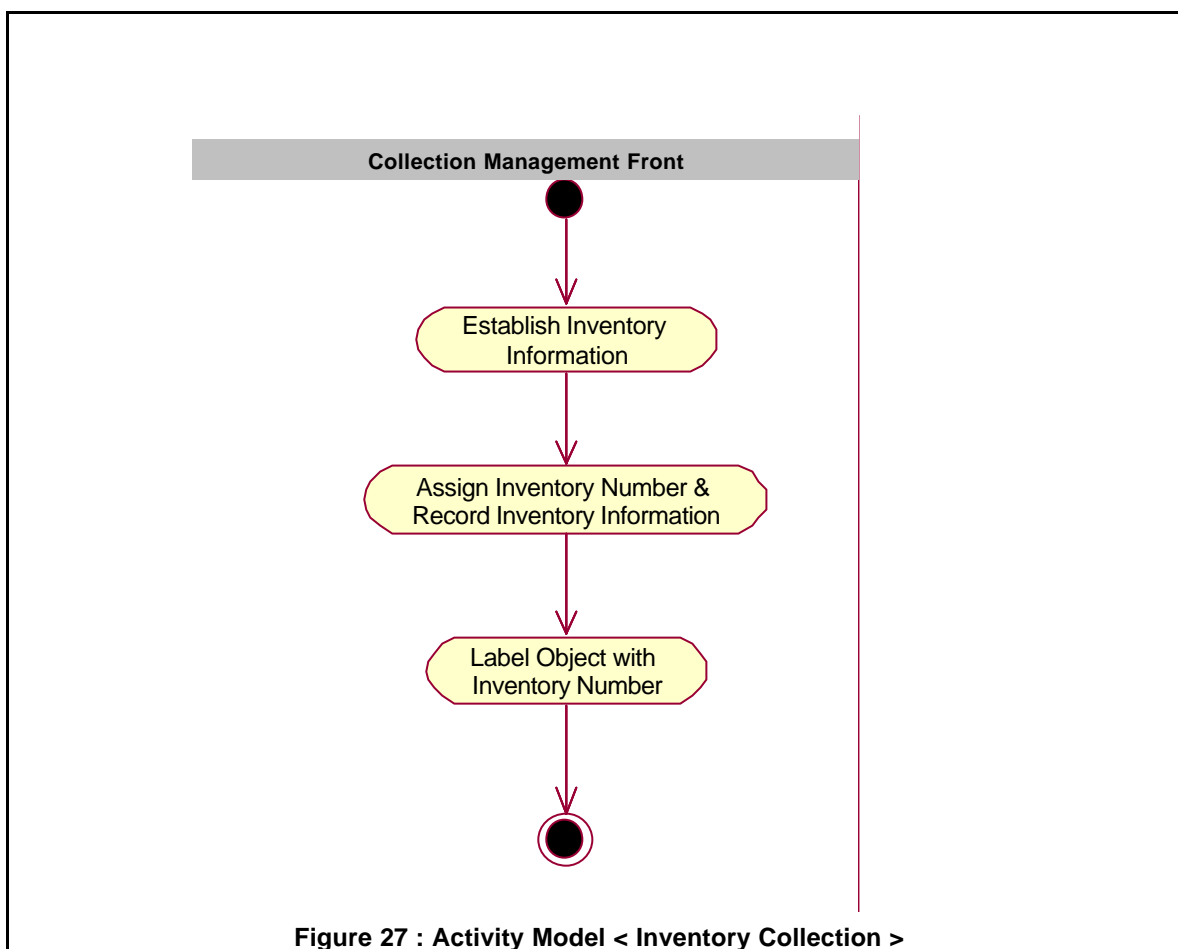
#### 11.1.3.3 Description of use case "Inventory the collection"

The maintenance of up-to-date information identifying all objects for which the institution has a legal responsible.

##### **Use case description 7.1.10**

Name: Inventory an object  
Description: An inventory is made of the objects in the museum  
Actors: Registrar  
Type:  
Cross references:  
Preconditions:  
Alternatives:

Actor action	System response
Registrar establishes inventory information.	System registers which information belongs to inventory.
Registrar assigns inventory number and records inventory information of the object.	System generate unique inventory number and registers inventory information.
Registrar marks/labels object with number.	





#### 11.1.3.4 Description of use case "Catalogue an object"

Create a comprehensive record of an object, include the descriptive information (size, condition, ownership, location, ...) and the associated information.

Information can be obtained from the actual (loan) or previous (acquisition) owner, the curator and the conservator.

The object can be digitised, sometimes a specialised firm can do it.

#### **Use case description 7.1.11A**

Name: Catalogue an object  
Description: An object will be catalogued  
Actors: Registrar, Photographer, Collection manager  
Type:  
Cross references:  
Preconditions: The object hasn't an identification number  
Alternatives:

Actor action	System response
Registrar takes object that needs to be catalogued	
Registrar checks if object has an identification number	
Registrar assigns number to the object	System generates new number and new record
Registrar marks/labels object with number	
Registrar records object information	System registers object information
Photographer photographs object and connects a digital image to the object data	System registers digital image belonging to the object
Collection manager places object at its location and records location	System registers location

#### **Use case description 7.1.11B**

Name: Catalogue an object  
Description: An object will be catalogued  
Actors: Registrar, Photographer, Collection manager  
Type:  
Cross references:  
Preconditions: The object has already an identification number



Alternatives:

Actor action	System response
Registrar takes object that needs to be catalogued	
Registrar checks if object has an identification number	
Registrar checks what info about object is available	System shows information about object
Registrar records object information	System registers object information
Photographer photographs object and connects a digital image to the object data	System registers digital image belonging to the object
Collection manager places object at its location and records location	System registers location

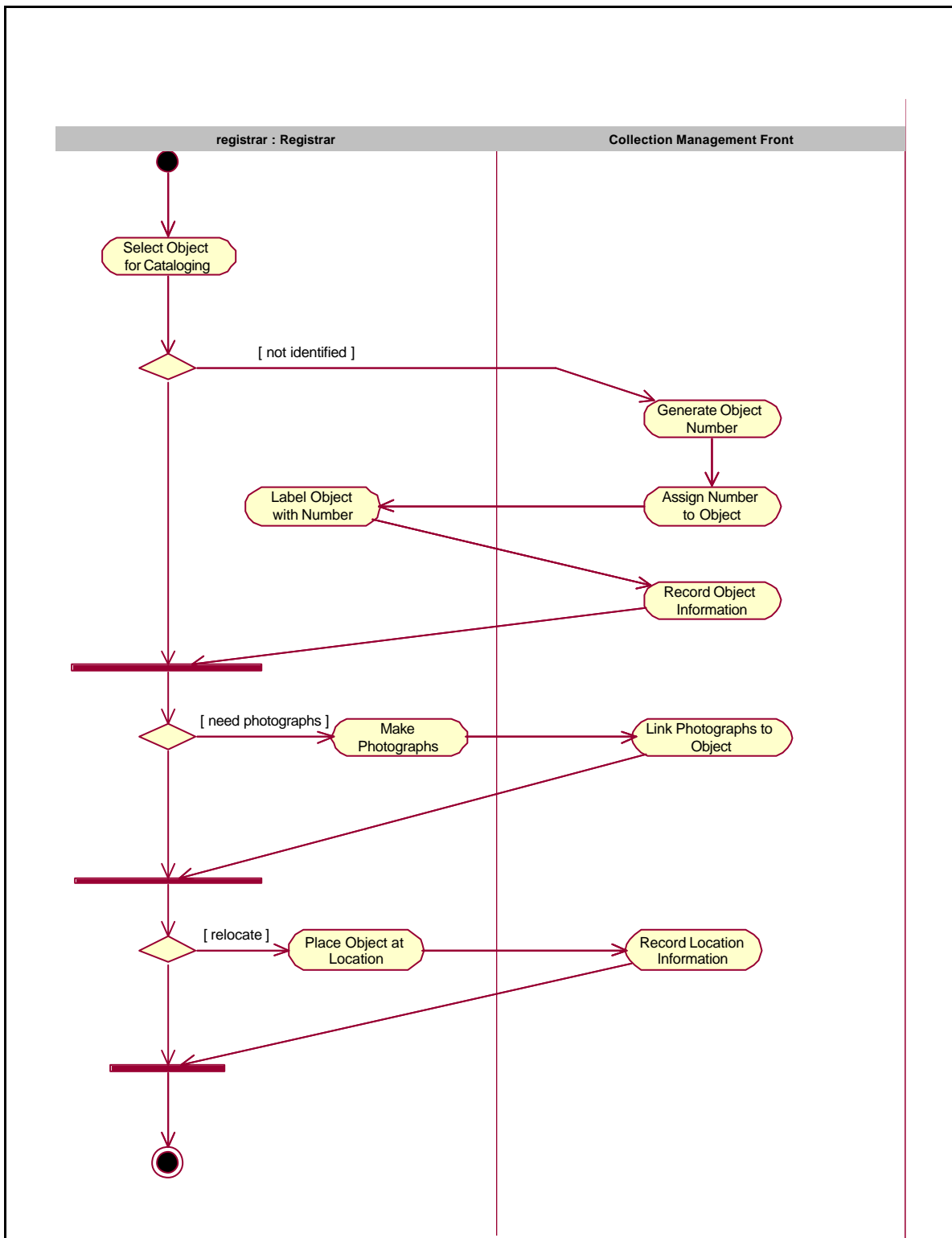
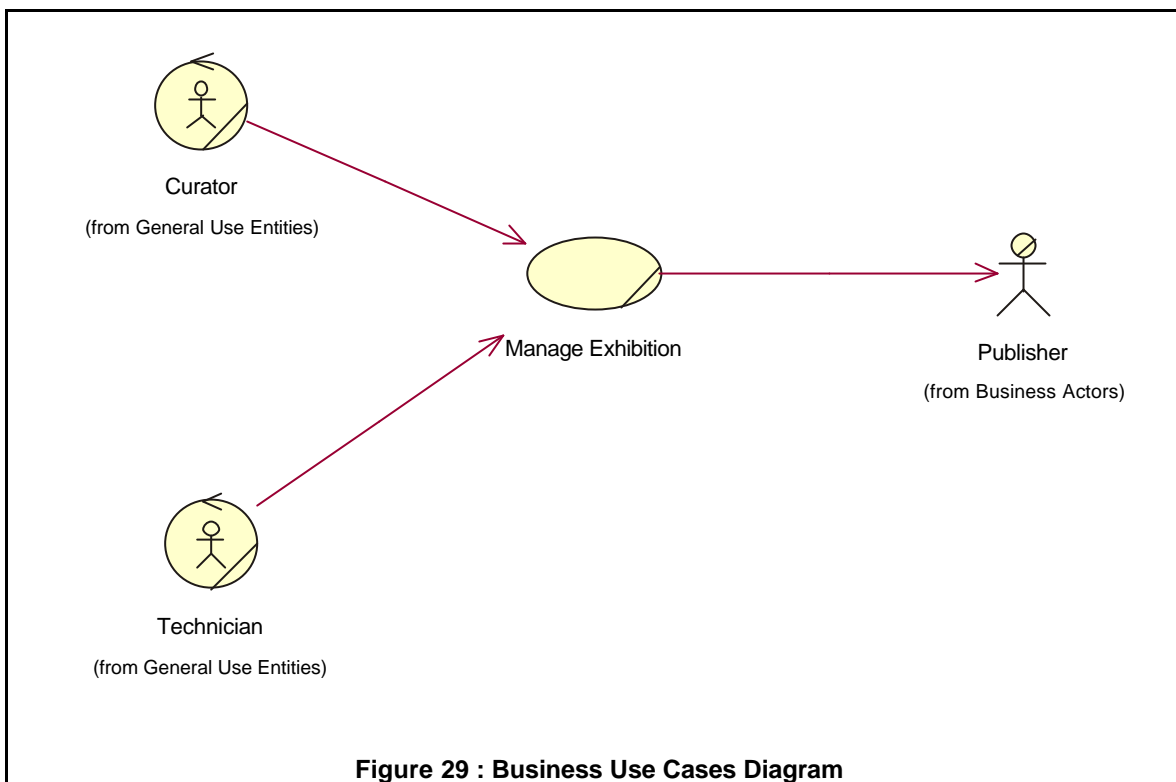




Figure 28 : Activity Model < Catalog Object >

#### 11.1.4 Exhibition Business Use Cases



##### 11.1.4.1 Description of use case "Manage an exhibition"

A museum selects objects and associated documents exhibited for the permanent exhibition or for a temporary exhibition.

It creates the exhibition's catalogue and can publish it with the help of a publishing company (paper or CD-ROM).

##### Use case description 7.1.12

Name: Manage an exhibition

Description: Objects and information for an exhibition is gathered and edited to make a kind of publication

Actors: Exhibition manager, Curator, Photographer, Publishing company, Registrar

Type:

Cross references:

Preconditions:

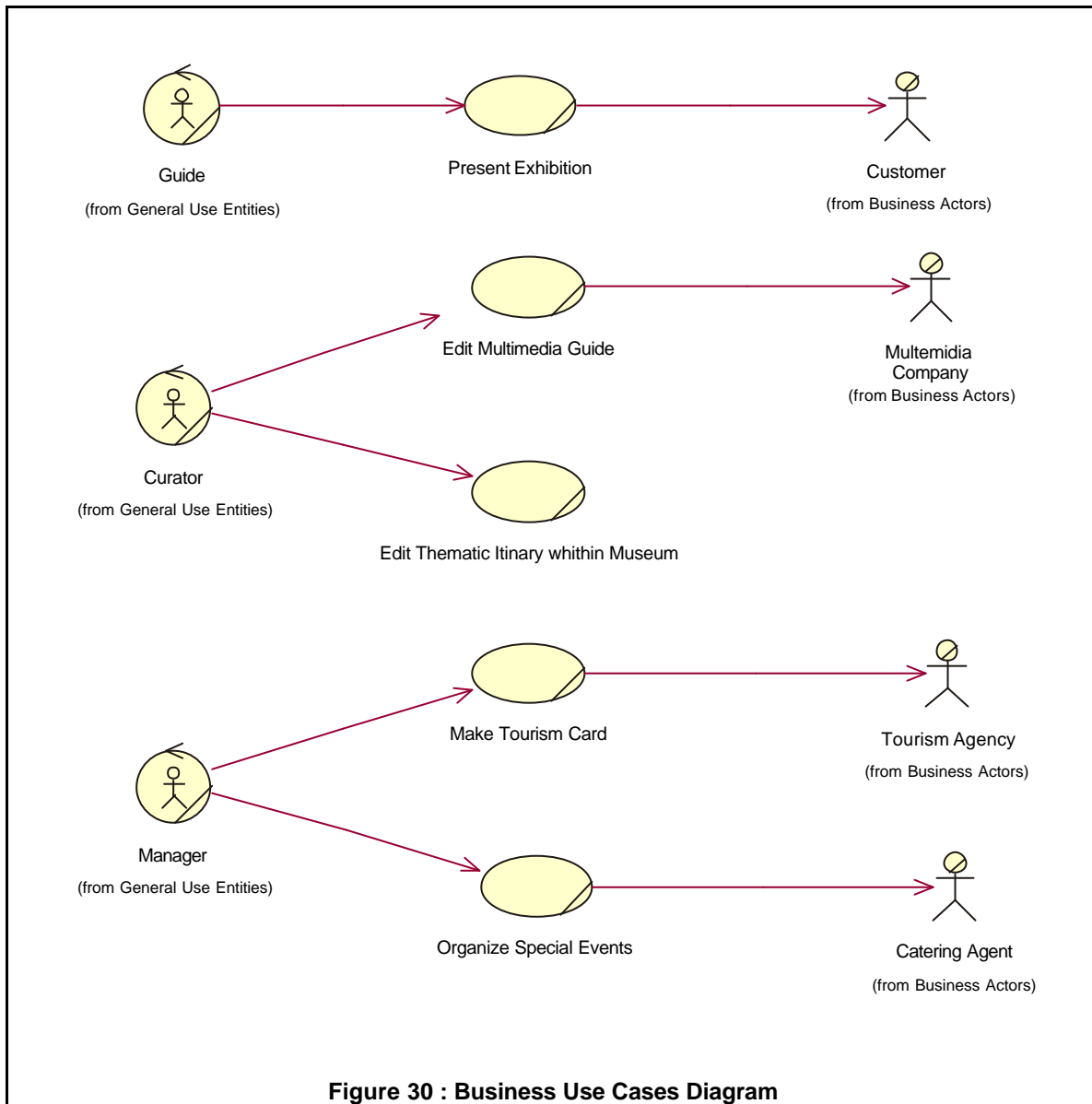
Alternatives:



Actor action	System response
Exhibition manger has decided what the subject of the exhibition will be.	
System is searched/checked for objects and information by the Exhibition manager	System searches on indicated terms, generated and displays a list.
Exhibition manager chooses from generated list relevant objects and ticks them off.	System registers marked objects.
Exhibition manager gathers information on and images of objects.	
If necessary more information is recorded by the Curator and photographs are taken by the Photographer.	System registers object information.
Exhibition manager edits information and a document is made ready for printing.	System generates document for publication.
Exhibition manager sends document to Publishing company.	
Publishing company makes proof and sends it to Exhibition manager.	
Exhibition manager checks proof and gives Publishing company approval (with/without comments on proof) for printing.	
Publishing company prints document and delivers printed matter to Museum.	
Registrar records publication information of the object.	System registers publication information.

## 11.2 Tourism Specifications

The Business Use Cases that describes the Business Processes around museum's visit.



**Figure 30 : Business Use Cases Diagram**

Two Use Cases described below ("Buy Entrance Ticket" and "Ask for Plan" ) are not related to the Business Use Cases, and as is, will not be included into the domain analysis.

### 11.2.1 Description of use case "Buy an entrance"

A visitor has to pay an entrance fee.



### Use case description UC 7.2.1

Name: Buy an entrance ticket

Description: A visitor buys an entrance ticket for the museum via the website

Actors: Visitor, Museum employee

Type:

Cross references:

Preconditions: .

Alternatives:

Actor action	System response
The visitor visits the website of the museum to buy tickets	
The visitor searches for tickets	System displays instructions for buying tickets and ticket types
The visitor selects the kind of ticket	System registers selected ticket type
If reduction is applicable visitor indicates evidence for reduction	System checks validity of evidence
Visitor indicates number of tickets he wants	System registers number of tickets and calculates total fee
Visitor enters name and address	System registers name and address
Visitor enters payment details and confirms payment	System checks validity, if valid system displays 'transaction is succeeded'
	System sends notification to museum employee and confirmation to email address of visitor
Museum employee sends tickets to visitor's address	



### 11.2.2 Description of use case “Manage an exhibition”

A visitor or a group of visitors, or a tourism company for its client, have to reserve a guide and to pay it, depending on calendar.

#### Use case description UC 7.2.2

Name: Reserve a guided tour  
Description: Visitor have to reserve a guide and to pay it  
Actors: Visitor (/tourist company), Museum employee  
Type:  
Cross references:  
Preconditions: .  
Alternatives:

Actor action	System response
The visitor visits the website of the museum to make reservation for a guided tour	
The visitor searches for guided tours	System displays the different guided tours
Visitor selects kind of tour and date	System registers kind of tour and date
If relevant visitor indicates if reduction is applicable	System checks validity of reduction
Visitor indicates number of persons for tour	System checks availability and registers number of persons and calculates total fee
Visitor enters name and address	System registers name and address
Visitor enters payment details and confirms payment	System checks validity and if valid displays message 'reservation is made'
	System sends notification to museum employee and sends confirmation of reservation to visitor
Museum employee sends tickets to visitor's address	



### 11.2.3 Description of use case "Ask for a plan"

The visitor needs a plan to visit.

#### Use case description UC 7.2.3a

Name: Ask for a plan of the museum  
Description: A visitor wants to see the plan of the museum  
Actors: Visitor  
Type:  
Cross references:  
Preconditions: .  
Alternatives:

Actor action	System response
Visitor visits the website of the museum	
Visitor searches for the plan of the museum	System displays the plan of the museum
Visitor decides to print the plan of the museum	System generates a print version of the plan and prints it.

#### Use case description UC 7.2.3b

Name: Ask for a plan to get to the museum  
Description: A visitor wants to have a plan of the surrounding of the museum  
Actors: Visitor  
Type:  
Cross references:  
Preconditions:  
Alternatives:

Actor action	System response
Visitor visits the website of the museum	
Visitor searches for the directions to get to the museum	System displays directions to the museum and a map of the surrounding
Visitor decides to print the map of the surrounding	System generates a print version of the plan and prints it.





#### 11.2.4 Description of use case "Organize special events"

Special "soirées" where people may buy a ticket to have guided visit of the museum with a thematic dinner at the museum with a thematic dinner at the museum premises and/or concerts, historical films,...

##### Use case description UC 7.2.6

Name: Organise & sign up to special events

Description: A museum employee organises a special event and a visitor can sign up to that event via the website

Actors: Museum employee, Visitor, Web administrator

Type:

Cross references:

Preconditions: .

Alternatives:

Actor action	System response
Museum employee decides to organise a special event	
Museum employee decides kind of event and makes the proper arrangements	
Museum employee contacts web administrator to put evidence of the special event on the website	System registers information on the special event
Visitor visits museum website	
Visitor searches for special events	System displays list of special events
Visitor indicates which event and which date and number of persons	System checks availability and registers
If relevant visitor indicates if reduction is applicable	System checks validity of reduction
Visitor enters name and address	System registers name and address
Visitor enters payment details and confirms payment	System checks validity and if valid displays message 'reservation is made'
	System sends notification to museum employee and sends confirmation of reservation to visitor
Museum employee searches on closing date for signup for number of visitors	System displays list of signup visitors
Museum employee makes final arrangements for special event	



#### 11.2.5 Description of use case "Tourism integrated card"

Agreement with tour operator, national/local tourism agency to integrate within a tourist card a museum's entrance ticket with eventually guided visit and special events.

##### Use case description UC 7.2.7

Name: Tourism integrated card  
Description: Museum makes arrangement with a tourist organisation  
Actors: Tourist organisation, Museum employee, Web administrator  
Type:  
Cross references:  
Preconditions:  
Alternatives:

Actor action	System response
Tourist organisation contacts museum for tourist card	
Museum employee makes suggestion to tourist organisation	
Museum employee and tourist organisation agrees on tourist card	
Tourist organisation promotes tourist card	
Museum employee contacts web administrator to put tourist card on the website	
Web administrator put evidence on the website	System registers tourist card



### 11.2.6 Description of use case “Edit thematic itinerary within the museum”

A curator selects specific objects within the collection and edits thematic tours within the collection and can make them public on the web.

#### Use case description UC 7.2.8

Name: Edit thematic itinerary

Description: A curator edits a thematic itinerary for the website that can be used by visitors.

Actors: Curator, Web administrator, Visitor

Type:

Cross references:

Preconditions:

Alternatives:

Actor action	System response
Curator decides to create a thematic itinerary for the website.	
Curator determines theme and searches for relevant information and objects	System searches on indicated keywords and generates and displays a list
Curator selects objects from list	System registers selected objects
Curator creates document for itinerary with links to the objects	System saves document
Curator asks web administrator to publish the new itinerary on the website	System registers new itinerary
Visitor visits the website of the museum	
Visitor searches for a thematic itinerary	System displays present itineraries
Visitor selects itinerary	System displays starting page of the selected itinerary
Visitor browses through itinerary.	



### 11.2.7 Description of use case "Edit multimedia guide"

A curator together with a multimedia company edits a thematic museum's guide to promote the museum.

#### Use case description UC 7.2.9

Name: Edit multimedia guide

Description: A curator creates a multimedia guide to promote the museum

Actors: Curator, Multimedia company, Web administrator

Type:

Cross references:

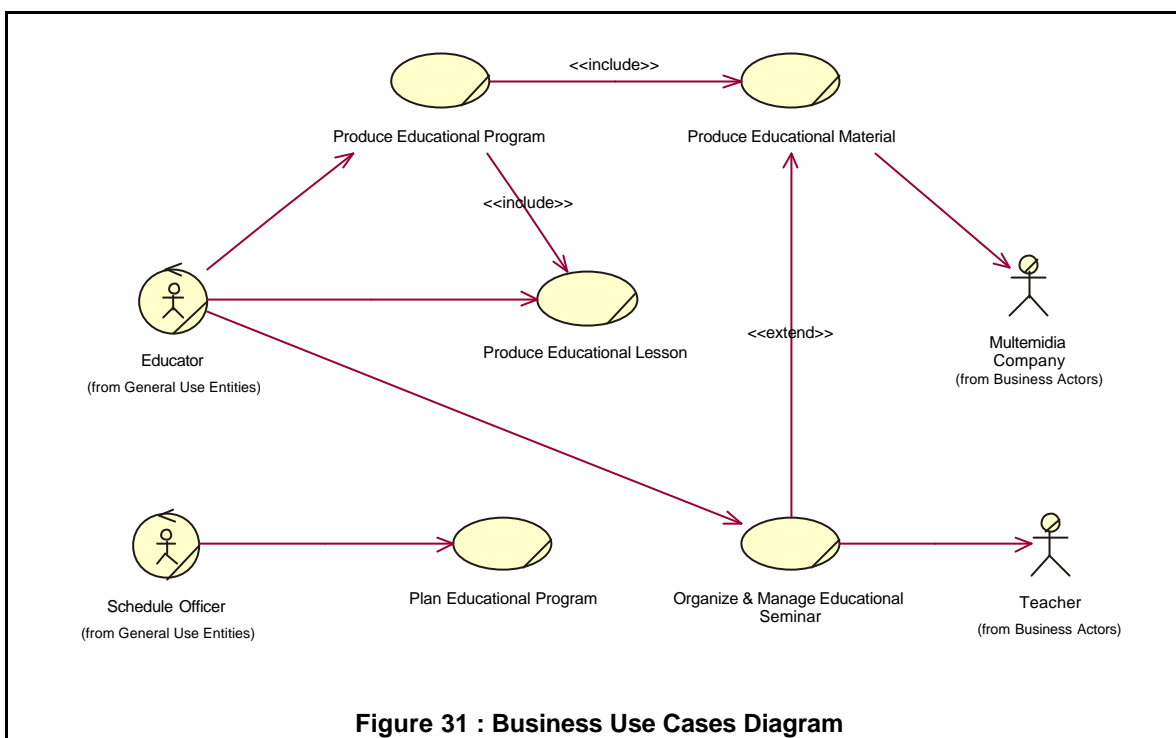
Preconditions:

Alternatives:

Actor action	System response
Curator decides upon theme of multimedia guide	
Curator searches for objects and information related to the theme	System searches on indicated keywords and generates and displays list
Curator selects relevant items form list	System registers selected items
Curator makes document with information	System saves document
Curator and multimedia company consult to determine design/layout of multimedia guide	
Multimedia company produces proof guide	
Multimedia company sends proof for approval to museum	
Multimedia company produces guides and delivers them to museum	
Curator contacts web administrator to put evidence of multimedia guide on website	
Web administrator puts evidence on website and includes item in online museum shop	System registers new item on website

### 11.3 Education Specifications

The Business Use Cases that describes the Business Processes to offer educational resources and programs developed from the museum's collection.



#### 11.3.1 Description of use case “Produce an educational program”

An educational program can be a classroom activity, an in-depth study on a theme, a period, an artist,..., a teacher's guide about an exhibition.

##### Use case description UC 7.3.1

Name: Provide an educational service

Description: An educational service can consist of a classroom activity, an in-depth study on a theme, a period, an artist,..., a teacher's guide about an exhibition.

Actors: Educator, web administrator,

Type:

Cross references: UC 7.3.2, UC 7.3.3, UC 7.3.7

Preconditions: .

Alternatives:



Actor action	System response
An educator decides to provide in an educational service of the museum	
The educator may produce material for classroom activities in the form of printed document ( see UC 7.3.2, multimedia material ( see UC 7.3.3), thematic education seminars ( see UC 7.3.7)	
Proceed to use Case UC 7.3.2	
Proceed to use Case UC 7.3.3	
Proceed to use Case UC 7.3.7	
He gives input to the web administrator to publish the multimedia material and/or to promote the classroom activities and seminars	System registers acquisition of information



### 11.3.2 Description of use case “Produce an educational museum lesson”

In the scope of an educational program, an educator develops a lesson for a class visit for a specific exhibition.

#### Use case description 7.3.2A

Name: Develop an educational museum lesson

Description: An educator develops a lesson for a class visit

Actors: Educator, Publishing company, web administrator

Type:

Cross references: UC 7.3.1, UC 7.3.4, UC 7.3.2B

Preconditions:

Alternatives:

Actor action	System response
The educator decides to develop a museum lesson on a certain subject	
The educator indicates in system the new museum lesson, level and name of educator	System registers new museum lesson and accompanying information.
The educator searches for objects and hand-on objects to be used in the museum lesson and links (some of) them to the museum lesson.	System searches on indicated keywords, generates and displays list. System registers link between object and museum lesson.
The educator determines the kind of material (preparation and/or lesson material) to be produced and indicates that in the system	System registers material belonging to the museum lesson.
Proceed to UC 7.3.2B	
If material for museum lesson is ready, educator validates museum lesson	System registers validation and notifies the web administrator that a new museum lesson is available.
Web administrator puts evidence of the new museum lesson on the website	System registers information on educational museum lesson.

#### Use case description UC 7.3.2B

Name: Produce (preparation or lesson) material (for a museum lesson or seminar)

Description: An educator produces material (for a museum lesson or seminar)

Actors: Educator, Exhibition manager, Photographer, Publishing company, web administrator

Type:



Cross references: UC 7.3.1, UC 7.3.4, UC 7.3.2

Preconditions:

Alternatives:

Actor action	System response
The educator searches the system to get the records of the objects related to the museum lesson/seminar.	System searches on indicated keywords, generated and displays a list.
In case of some missing images, the photographer takes pictures	System registers the new acquired image(s)
The educator searches for additional information, e.g. available educational documents, text, bibliography, related images	System searches on indicated keywords and displays information.
The educator copies - if wanted - already available information and adjusts it if needed.	
The educator put together the identified information and creates a document	System saves the document
The educator gives the document to a publishing company for printing	System generates document for publication.
The educator establishes and records owner of copyright	System registers copyright information
The publishing company makes several versions of the document	
The educator chooses the best version.	
Publishing company prints document and delivers that and a digital version to the museum.	
The educator saves the final version of the document.	System stores final version of the document.
[repeat UC if different kinds of material are developed]	



### 11.3.3 Description of use case “Produce an educational material”

In the scope of an educational program, an educator can produce brochures, slides, CD-Rom, video, document about a theme.

#### Use case description UC 7.3.3

Name: Produce an educational CDROM  
Description: An educator produces an educational CDROM  
Actors: Educator, Photographer, Multimedia company,  
Type:  
Cross references:  
Preconditions: .  
Alternatives:

Actor action	System response
An educator decides to produce an educational CDROM on a specific subject	
The educator searches the system to get the records of objects related to the subject.	System searches on indicated terms, generated and displays a list.
The educator selects a subset of (all) objects	System indicates the n° and kind of objects selected
If necessary more information is recorded by the educator and photographs are taken by the photographer.	System registers object information.
The educator searches for additional information; i.e. (text, bibliography, related images, videos)	System display results of the search focused on the specific subject
The educator gathers all the information and determines navigation path (whether or not copied from another CDROM)	
The educator contacts a multimedia company	
The multimedia company creates, according to the multimedia material provided and the path indicated by the educator, the CDROM	
The educator checks the CDROM proof, and gives the multimedia company final approval. The multimedia company produces the CDROMs.	



#### 11.3.4 Description of use case “Planning the museum lessons”

A special museum employee makes a schedule for the visiting classes on which day they are given lessons by different educators.

A bus is arranged to pick up the class(es) from the school(s).

If asked for catering is arranged.

##### Use case description 7.3.4A

Name: Reserve a museum lesson

Description: A teacher/student makes a reservation for a museum lesson

Actors: Museum employee, Teacher/class

Type:

Cross references: UC 7.3.2; UC7.3.4B

Preconditions: .

Alternatives:

Actor action	System response
A teacher decides to bring his/her class at the museum	
The teachers accesses the web site and selects the calendar of museum's visit for classes	System shows the calendar of available days for class visits to museum.
The teachers chooses the day and time of the class visit and indicates the n° and education level of students	System registers day & time, n° and level, generates and displays list of available museum lessons
The teacher searches through available museum lessons	
The teacher chooses kind of museum lesson	System registers the selected museum lesson and confirms date and time of the class visit and gives information on cost of the ticket.
Proceed to UC 7.3.4B (Educator prepares museum lesson)	
The museum employee receives notification that a class visit is booked	System gives notification to the museum employee that a class visit is booked
The museum employee checks if preparation material should already be send to visiting class	System displays information about the museum lesson
The museum employee sends if relevant preparation material to class	



#### Use case description UC 7.3.4B

Name: Prepare a museum lesson  
Description: The educator prepares a museum lesson  
Actors: Educator  
Type:  
Cross references: UC 7.3.2, UC 7.3.4  
Preconditions:  
Alternatives:

Actor action	System response
Follow up of UC 7.3.4	
Educator receives notification of the reservation for a museum lesson.	System gives notification to the educator that a class visit is booked
Educator searches in system for material accompanying the museum lesson.	System displays information about the museum lesson and accompanying materials list
Educator checks - if relevant - whether lesson material is present; if not then orders material from the publishing company.	System displays number of items in stock.
Educator searches for the accompanying hands-on objects and makes sure they are available for the museum lesson.	System displays hands-on objects.



### 11.3.5 Description of use case “Register at an educational program”

A teacher or a student searches for an educational program, selects and registers at it, a teacher for his classroom, a student for himself.

#### Use case description UC 7.3.5

Name: Register as member for educational services  
Description: A teacher or a student registers for the educational services of a museum  
Actors: Teacher/student  
Type:  
Cross references: UC 7.3.1  
Preconditions: .  
Alternatives:

Actor action	System response
A teacher/student decides to subscribe to the educational service of the museum	
The teacher/student accesses the web site	
The teacher/student starts registration	System explain procedure to register ( on line help)
The teacher/student fills in the registration form	System gives confirmation of the registration and assigns an ID and password
The teacher/student becomes a member	System registers the new member



### 11.3.6 Description of use case "Order an educational material"

A teacher searches for an educational material, selects and orders it. When it's possible, the material can be loaded electronically.

#### Use case description UC 7.3.6

Name: Order an educational program

Description: A teacher searches for educational material, selects and orders it and if possible, downloads it from the web.

Actors: Teacher/student,

Type:

Cross references: UC 7.3.1; UC7.3.3

Preconditions: UC 7.3.5

Alternatives:

Actor action	System response
A teacher/student is already a member of the museum educational service ( see UC 7.3.5)	
The teacher/student logs in	System recognises the user and allows full accessibility of the web site
The teacher/student accesses the web site and searches for available educational program material by keywords.	System searches on indicated terms, generates and displays a list.
The teacher/student chooses from the generated list relevant material and ticks it off.	System registers marked material.
The teacher/student looks for a short description of the chosen material	System shows a description of the available material on the specific subject and ( if available) gives links to the available electronic document
The teacher/student clicks on the icon and starts to download the document.	System allows the downloading of the document
The teacher/student saves the document on his/her hard disk.	



### 11.3.7 Description of use case “Organize and manage educational seminars”

An educator organizes and holds educational seminars on specific matters to subscribed teachers.

#### Use case description UC 7.3.9

Name: Organize and manage educational seminars

Description: An educator organizes and holds educational seminars on specific matters for registered members

Actors: Educator, web master, Teacher/student,

Type:

Cross references: UC 7.3.2B, UC 7.3.3

Preconditions: UC 7.3.1, UC 7.3.5

Alternatives:

Actor action	System response
An educator decides to organise and manage an educational seminar	
He/she searches the system to gather material on a specific subject	The system searches on indicated keywords, generates and displays a list.
He/she edits a first list of potential speakers and starts to take contact with them.	
Speakers attending the seminars give confirmation of their attendance and send their contributions.	
If necessary, he/she decides to create additional material; i.e. a lesson ref. UC 7.3.2B; a multimedia educational material ref. UC 7.3.3.	
Once collected the whole material, he/she finalises the sections of the seminar and produce a short presentation indicating date, venue and speakers names.	
He/she asks the web master to promote the seminar on the web site.	The system shows info on the seminar
The teacher accessing the web site, notices the news on the seminar and gathers information	The system shows info on the seminar, providing online registration facilities
The teacher fills in the application form and receives confirmation of the registration	The system registers the attendee and gives confirmation of the registration
The educator access the system to know the n° of people attending	The system shows n° and references of people attending the seminar



The educator books a room to host the attendees.	
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### 11.3.8 Description of use case “Have questions”

A teacher needs answers about specific educational subjects.

#### Use case description UC 7.3.10

Name: Teacher has questions on specific educational subjects  
Description: A teacher needs answers about specific educational subjects  
Actors: Teacher  
Type:  
Cross references:  
Preconditions: UC 7.3.1  
Alternatives:

Actor action	System response
A teacher is interested in a specific educational subject	
He/she accesses the web site and starts his/her research.	The system searches on indicated keywords, and displays a list of related material.
The teacher chooses one of them and would like to know more	The system gives access to a short description of the selected item.
The Teacher is not satisfied and decides to access the Q&A section	The system shows a Q&A section with the most frequent and generic questions that may arise in searching for educational material (i.e. how to purchase an item, how to book a lesson, how to subscribe at an educational program...)
Information shown is not enough, the teacher clicks on the email of the contact person	The system shows a section “ would like to know more” where an email of the contact person is given
The teacher makes his/her question and sends the email to the contact person	The system registers the email and informs that his/her question will be processed immediately and he/she will be contacted back asap.



### 11.3.9 Description of use case “Provide updates news and events of educational matters”

A multimedia publishing company may have subcontracted by the museum delivery of daily news and related events of educational cultural programs to be published (on the museum web site).

#### Use case description UC 7.3.11

Name: Provide news and events on educational matters on the web site

Description: The museum web administrator/multimedia company publishes on the web daily news and related events of educational cultural programs

Actors: Web administrator and/or multimedia company (subcontractor), Marketing employee

Type:

Cross references:

Preconditions: UC 7.3.1

Alternatives:

Actor action	System response
A marketing employee wants to advertise the museum educational service	
Marketing employee edits short descriptions of the education events and news ( on a week and/or monthly basis)	System registers the info
The marketing employee sends the web administrator/multimedia company the information to be published on the web	
The web administrator/multimedia company decides how to display the news and creates a new section on the web site	System display the news and events section for internal check
The marketing employee checks the section and gives his/her approval	
The web administrator publishes on the web the news and events section	System displays the news and events section on the museum web site



## 11.4 Recreational economics Specifications

Processes to develop and to offer leisure within and about museum.

### 11.4.1 Use case description UC 7.4.1, 7.4.2, 7.4.3, 7.4.4

Name: Organise a workshop  
Description: A museum employee organises a workshop  
Actors: Museum employee, administrator  
Type:  
Cross references:  
Preconditions:  
Alternatives:

Actor action	System response
Museum employee decides to organise a workshop	
Museum employee determines the subject of the workshop	
Museum employee determines the target group for the workshop	
Museum employee contacts possible contributors to workshop and fixes specific dates	
Museum employee makes reservations for a room on the indicated dates	
Museum employee contacts web administrator to promote workshop on the website	
Web administrator puts evidence on workshop on website	System registers evidence on website
Interested people can sign up to workshop (similar as UC 7.3.5)	



## 11.5 Services Specifications

### 11.5.1 Description of use case "Host conference"

Museums want to advertise their high standard facilities ranging from modern multimedia equipped conference-rooms to renting museum-exhibitions-rooms with distinguished art to add to a high cultural experience for the participants of the meeting. Also exhibition space can be offered to commercial enterprises for official dinners with high level catering.

#### Use case description UC 7.6.1

Name: Host conference  
Description: A museum wants to advertise the possibilities for hosting a conference  
Actors: Marketing employee, Web administrator  
Type:  
Cross references:  
Preconditions:  
Alternatives:

Actor action	System response
Marketing employee of the museum decides to advertise the conference facilities of the museum	
Marketing employee makes an inventory of the conference rooms and facilities	System registers inventory
Marketing employee makes description of possibilities Marketing employee contacts web administrator to publish descriptions of facilities on website	System saves description
Web administrator puts evidence of facilities on website	System registers evidence on website



### 11.5.2 Description of use case “Offer expertise”

#### Use case description UC 7.6.2, 7.6.3, 7.6.4, 7.6.5

Name: Offer expertise  
Description: A museum wants to inform about expertise  
Actors: Marketing employee, Web administrator  
Type:  
Cross references:  
Preconditions:  
Alternatives:

Actor action	System response
Marketing employee of the museum decides to inform about the expertise of the museum staff	
Marketing employee makes inventory of the areas of expertise	System registers inventory
Marketing employee makes description of expertise	System saves description
Marketing employee contacts web administrator to publish descriptions on website	
Web administrator puts evidence of expertise on website	System registers evidence on website



## 12 The Art Gallery Domain

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### 12.1 The Art Gallery Domain Specifications

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The core data of the Domain Artists constitutes two bulks, defined as:

- Gallery,
- Artist studio.

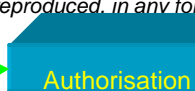
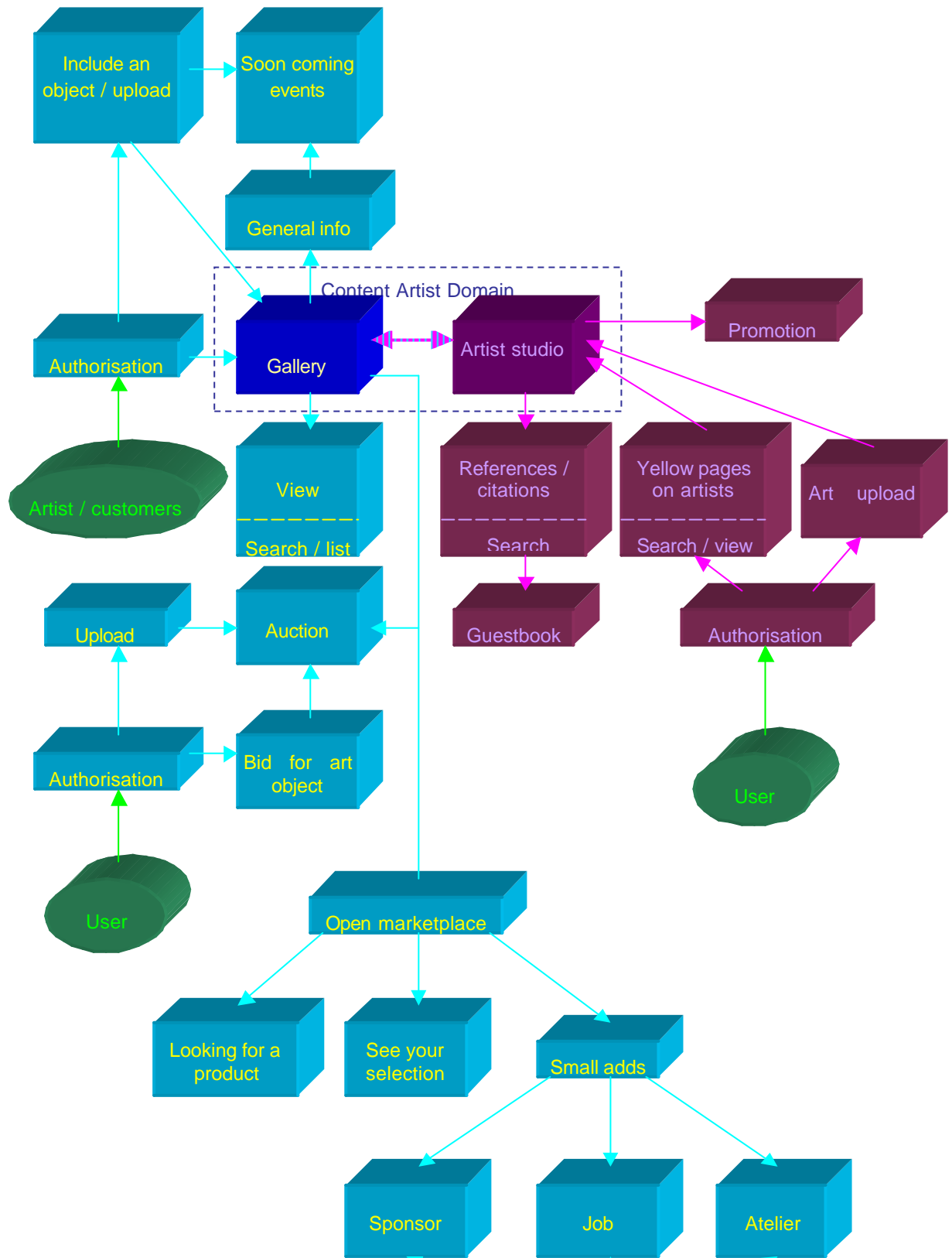
The Gallery bulk has structure according to a topic map, derived by Content provider's requirements. The art objects are classified, stored, retrieve, search according to a topic map. The last is continuously developed network of topics and keywords. This network concerns the topics and the content of the art objects.

The Artist studio gives preferences on art objects classified by Artist name. Particularly this bulk of content relate to the creative work of the individuals, to their activities achievements. The core attribute in the bulk "Artist studio" is the Artist as creative human being and individual. Originating from the two general content bulks, gallery and artist studio, they have been derived a set of services which concern corresponding actors and players for the CH domain Artists.

#### 12.1.1 Gallery branch

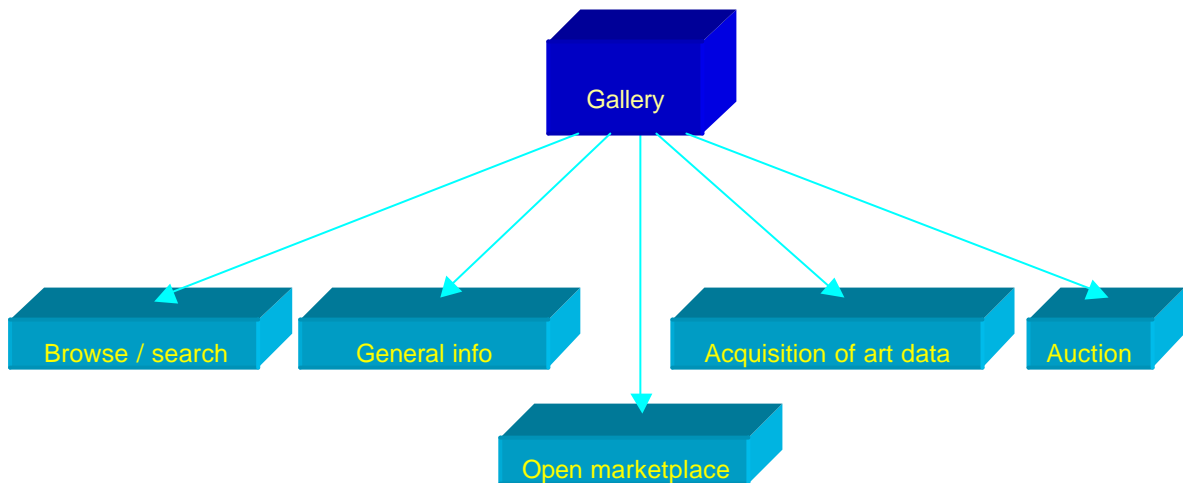
Starting from the Gallery content, the following services are derived:

- browse / view / search / list / scan functionally ,
- general information about this kind of Art bulk,
- acquisition of new art objects to the Gallery: include / upload,
- auction services,
- open market place.



**Fig.1** General Use case diagram: domain Artists

The relation between Gallery and the corresponding services are given on fig. 2



**Fig.2** Core functionalities and services for Gallery

#### 12.1.1.1 View / search services

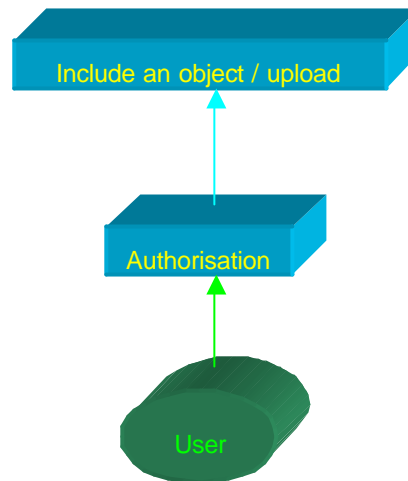
It is a general-purpose functionality, which provides access of the target audience to the CH art objects, included on the Gallery bulk. Functionalities as browsing and/or search by keywords are implemented.

#### 12.1.1.2 General info

Historical data, current achievements, general-purpose information consist that chapter. A particular topic is included "soon coming events" as a reaction from the user requirement analysis.

#### 12.1.1.3 Acquisition of art objects

This functionality concern the online services addressed to the artist, to exhibit and to participate in the Gallery. This functionality is connected with the authorizations check of artists / customers actors.



**Fig.3 Art objects acquisition**

#### 12.1.1.4 Auction

This functionality is a core of the business engineering activities. It is devoted both for artists who want to sell their art objects and to the customers of the art sector. This functional module supports two services: upload of art objects to the auction repository and online maintenance of bids for art objects. All these services are subject to authorization requirements

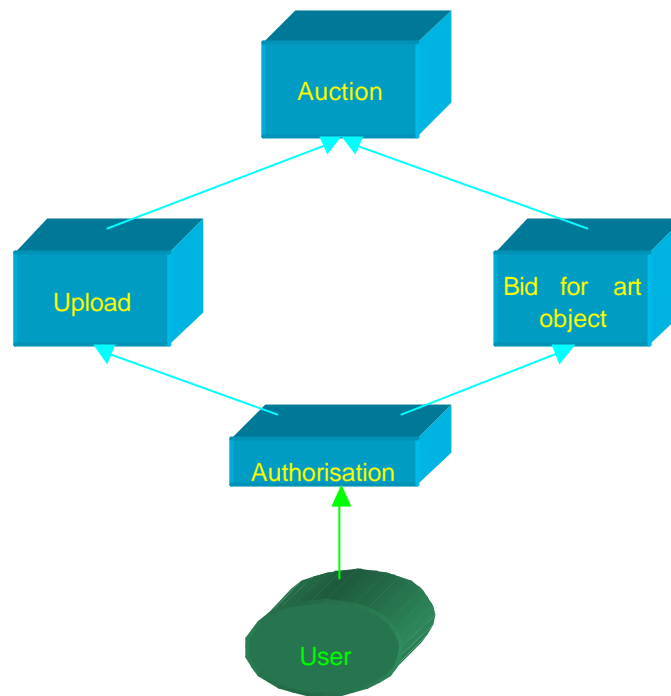


Fig.4 Relationship on Auction services

#### 12.1.1.5 Open market place

This functionality concern market and e-business services, which relate to the creative works and material, procurement of Artists. The open market place reacts as an e-shop with materials and goods, supporting the artists' activities. It as decomposed to the subsections, fig.5,

- looking for a product,
- see your section,
- small adds .

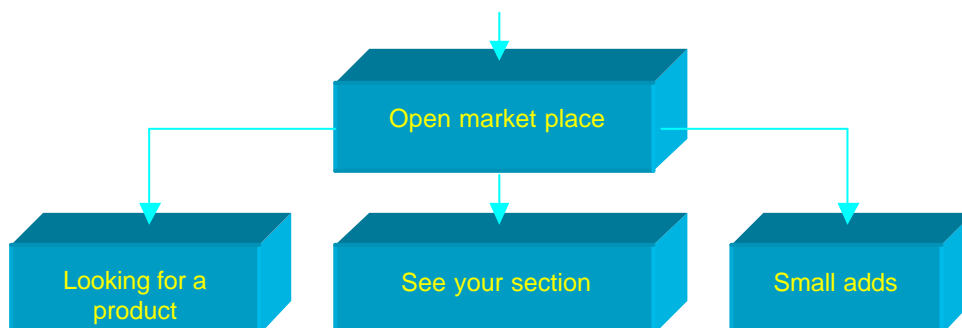


Fig.5 Open market services



The “looking for a product” service concerns a process of filling the customer electronic basket with appropriate goods and materials. It is connected with shopping card payment system to perform the payment or with e-mail services, helping the off-line financial flows.

The “see your selection” service is a part of shopping process. It is used by the customers to check his merchandises.

“Small adds” includes additional services for the artists and players on the CH market. They concern thematically services as:

- looking /asking/ offering a sponsor, sponsorship,
- looking /asking/ a job,
- looking /asking/ offering an atelier .

The “Small adds” services are related with appropriate on-line upload facilities and authorization module for users and partners, fig.6

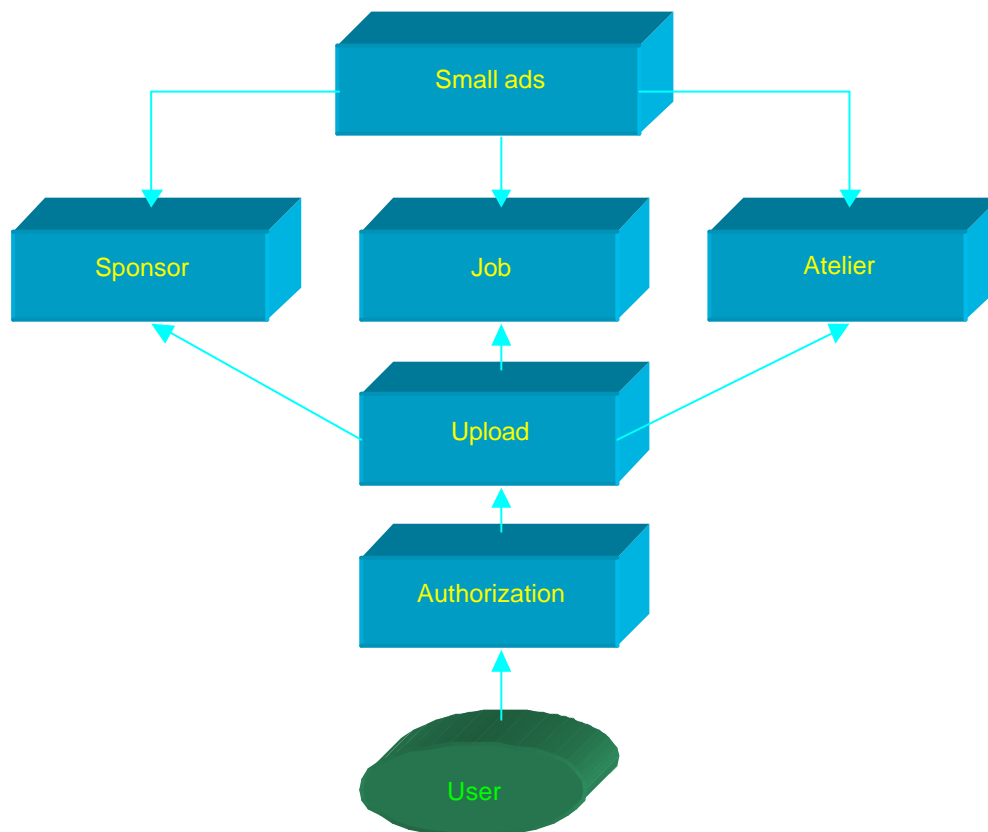


Fig.6 Facilities, included in “small adds”

### 12.1.2 Artist studio branch

The “Artist studio” functionalities are directed for expansion of the individual achievements of Artists. These functionalities are decomposed according to fig.7,

- promotion,
- yellow pages on artist,
- art object uploading,
- references, citations.

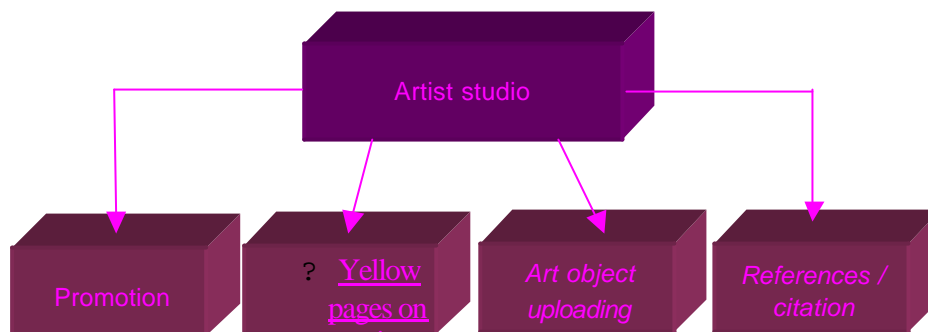


Fig.7 Functionality's of the Artist studio

#### 12.1.2.1 Promotion services

It operates as an individual gallery for the Artists. This is a shop window for the achievements of one, particular artists.

#### 12.1.2.2 Yellow pages on artists

The functionalities of the Gallery is devoted for the personal and individual data of artists. This section is subject to authorization requirement, fig 8 .

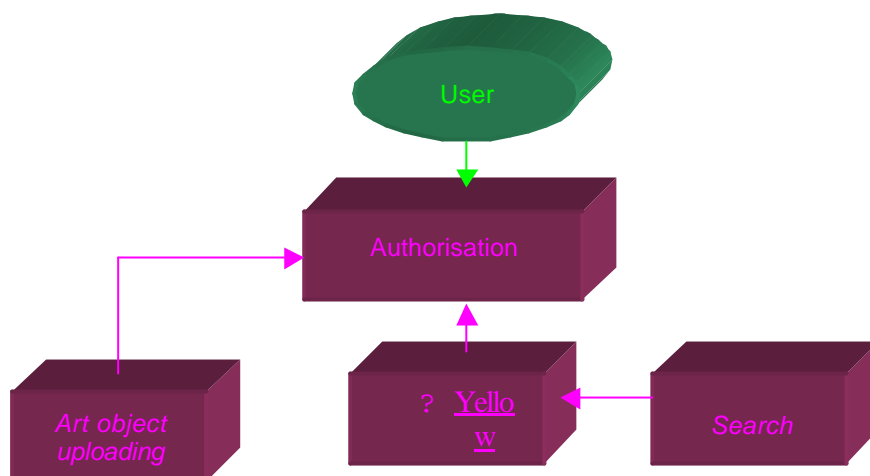


Fig. 8 Relation for “Yellow pages for artists” and “uploading” section

#### 12.1.2.3 Art object uploading

This section allows the artist to create individual directory in the Artist studio. The uploading contents are acquired by section “promotion” and “Yellow pages on artists”. This section is subject to authorized requirements, fig.8.

#### 12.1.2.4 References / citation

This section gives feedbacks of the Artists activities. It can be used for advertising and promotional purposes. The “references/citation” section implements search facilities and support a “Guest book” chapter, fig.9.

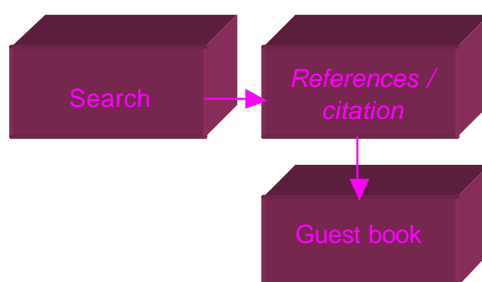


Fig.9 Relationship on “references / citation” function



The purposes of the diagrams, fig. 1-9, are to establish the causal relationship for the domain Artist. It must define guidelines under which the functionalities in business engineering must be implemented. Respectively this use case diagrams must support the software development of the business services.



## 13 The Archive and Library Domain

### 13.1 Introduction

The services provided by the Regnet portal do not exclusively focus on traditional business processes of archives. Additional services are created by the new communication technology: electronic News, electronic Newsletter, eShop, domain specific Forum, presentation of themes of organisation in the web etc. These services enlarge substantially the range of domain/organisation specific information.

From the internal point of view the ePublishing, domain specific search & retrieval facilities as well as extended database functionalities support the core archival processes.

The core archival functions comprise:

Appraisal, accessioning, arrangement, description, preservation, reference, and public programs.

This table illustrates the range of application for REGNET functionalities within the archival core processes.

Core archival function	REGNET System functionality	partly supported by REGNET system functionality
appraisal		X
accessioning		X
arrangement		X
description	X	
preservation		X
reference	X	
public programs	X	

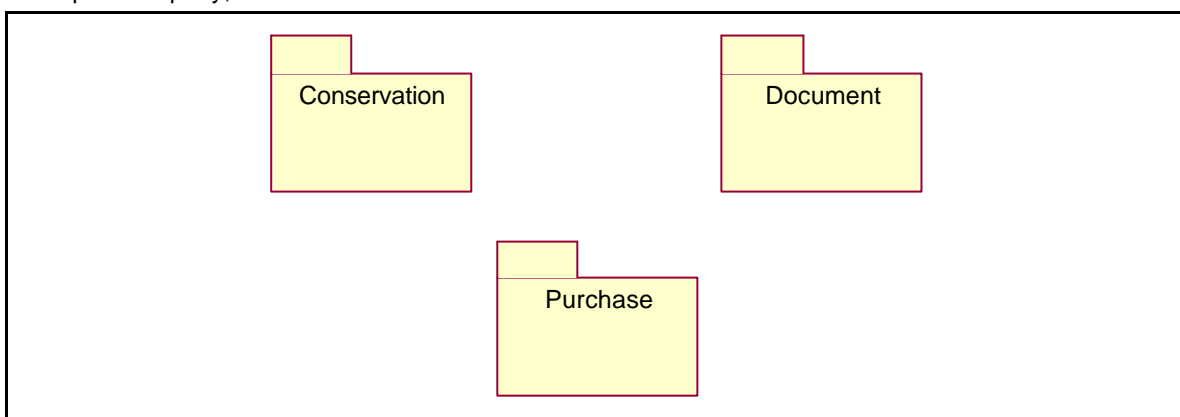
Archives differ in size and organisational structure. For this reason there are two archive actors mentioned: the expert (archivist) and his/her assistant (archive assistant).



### 13.2 Internal processes

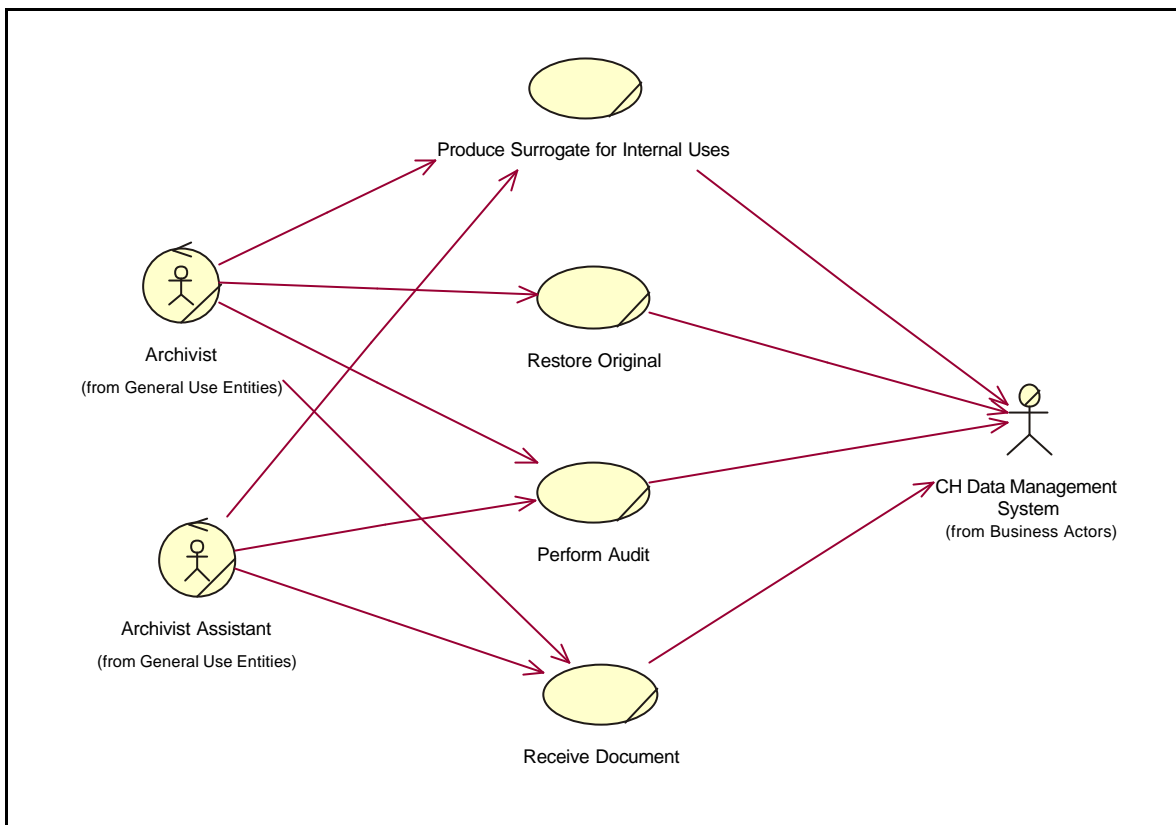
Internal archival processes mainly comprise appraisal, description and accessioning and restoring originals.

Actors: archivist, archive assistant, public authority, potential donor, archives, reproduction company, conservation expert (is member of the archive of of another institution), reproduction company, transport company, archive user.





### 13.2.1 Conservation Business Use Cases



#### 13.2.1.1 Receive documents

Documents are delivered by public authorities, other archives, institutions etc. or by donation from private persons (bequests, private collections of photos etc., diaries, ...). Donations can be done with and without special conditions.

A third way to get documents is exchanging of assets between archives.

Archive Actor action	REGNET System Functionalities
the public authority/private person etc. contacts the archivist regarding the documents/asset/bequest/archival object	
the asset/the documents are delivered to the archive and stored in the interim depot (delivery can be done by public authorities, transport companies, private persons).	
the archive assistant delivers the asset to the archivist	
the archivist notes down the acquisition in a form and produces a first description of the asset	CH Data Management



the archivist appraises the dossiers, the bequest etc. and decides which documents/parts of the asset are worth preserving	CH Data Management
the archival assistant removes the documents that will not be admitted to the archive	
the archive assistant stores the documents in the interim depot	

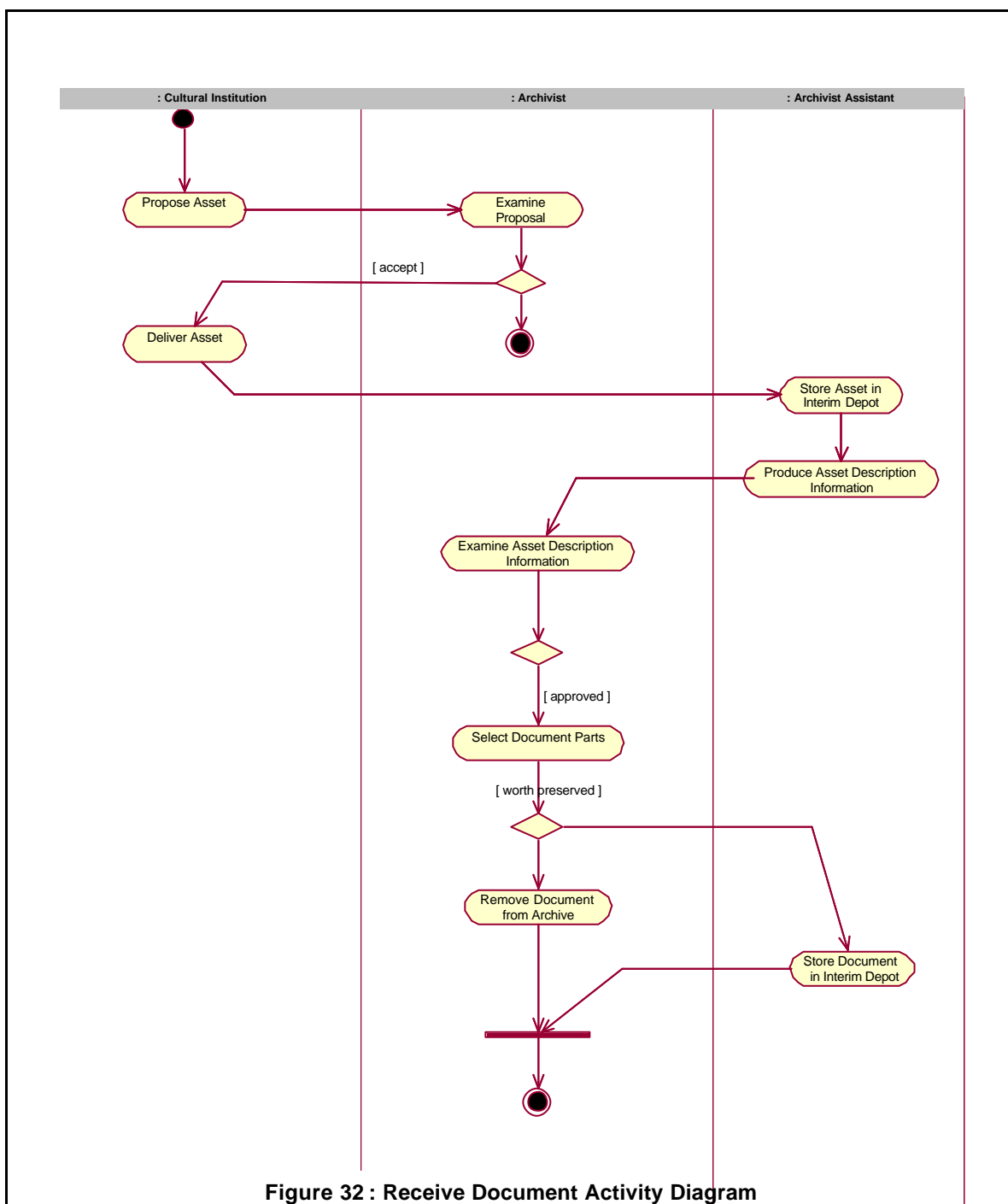


Figure 32 : Receive Document Activity Diagram

#### 13.2.1.2 Audit



Archive Actor action	REGNET System Functionalities
the archivist selects the date of audit and selects the assets to be checked	
the archivist selects the audit method	
the archivist performs database search to produce a list of selected objects	CH Data Management
the archivist checks the asset/s	
the archivist estimates the urgency of restoring	CH Data Management
the archivist enters loss or damage of documents	CH Data Management
the archivist enters documents that are not yet documented in the database	CH Data Management
the archivist documents the audit	CH Data Management

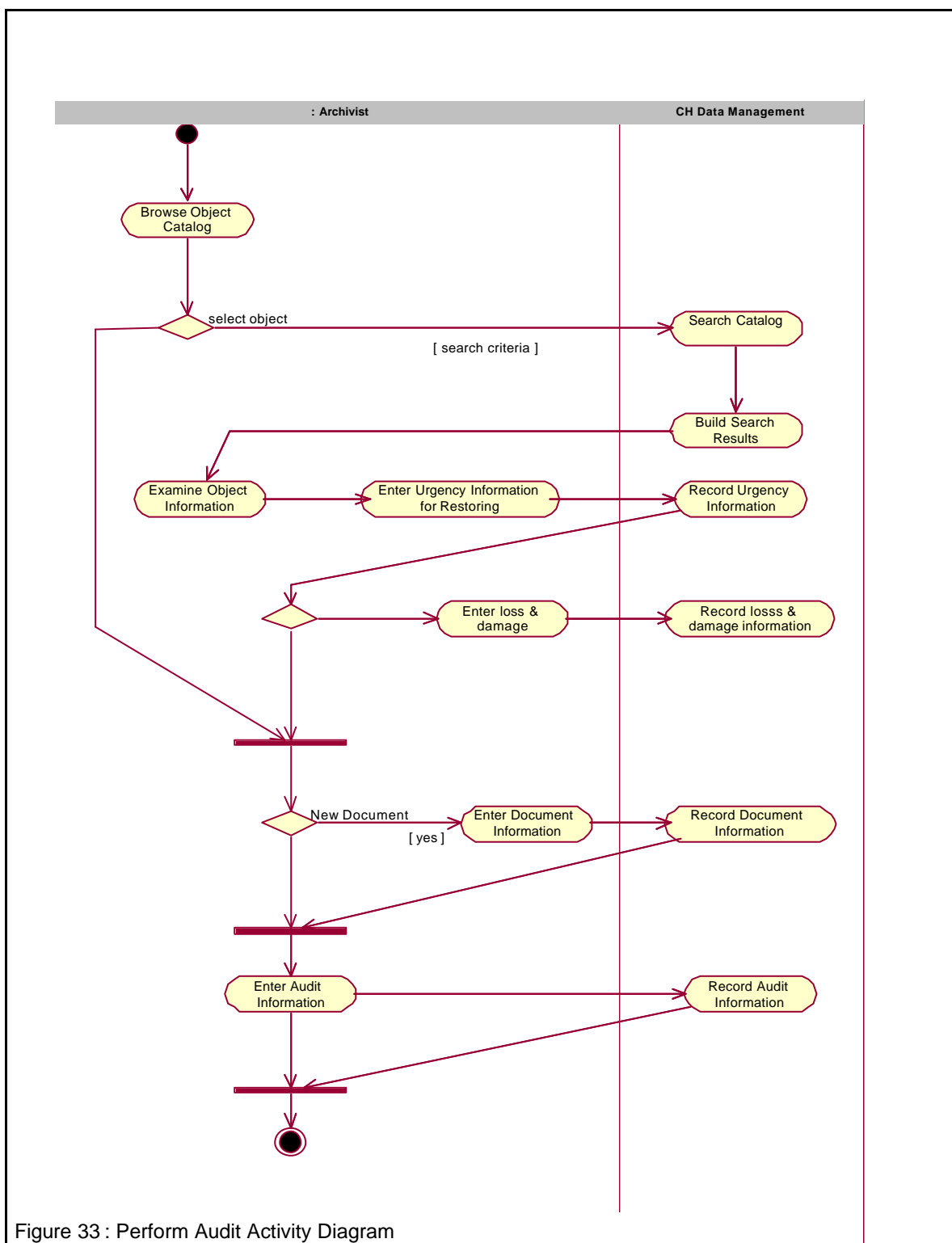


Figure 33 : Perform Audit Activity Diagram

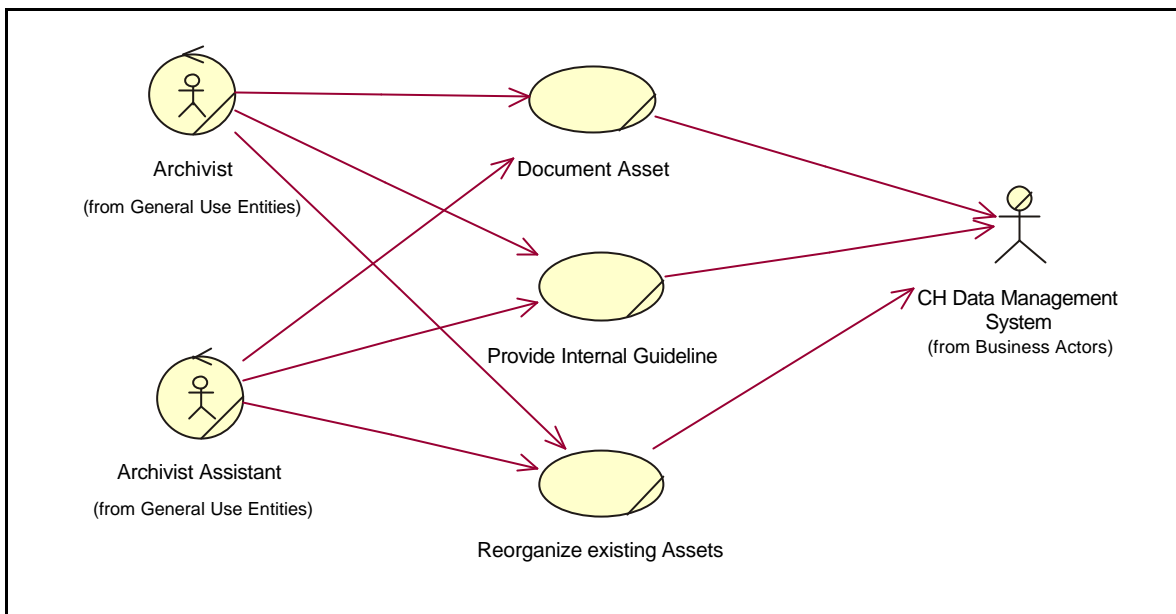


13.2.1.3 Restore originals

Archive Actor action	REGNET System functionalities
the archivist analyses the current physical condition of a document (that may happen when a document is provided for a user or during audit or during reorganizing assets etc.)	
the archivist determines the appropriate preservation action and the priority	
the archivist enters the remark about restoring in the collection management system	CH Data Management
the archivist performs search and retrieval in the collection management system for documents that are to be restored, and produces a plan for restoring	CH Data Management Search & Retrieval
the archive assistant fetches the document from the storage rooms and delivers it to the restoration department	
the archivist notes down that this document is not available	CH Data Management
the conservation expert treats the damage, fungus etc.	
the conservation expert enters data about the restoration	CH Data Management
the archive assistant brings the document back to the storage rooms	
the archivist updates the information about availability of the document	CH Data Management



### 13.2.2 Document Business Use Cases



#### 13.2.2.1 Document a document/an asset

Archive Actor action	REGNET System Functionalities
the archive assistant fetches the asset/documents from the interim depot	
the archivist checks the object entry information	CH Data Management
the archivist sorts through the contents	
the archivist arranges the asset according to appropriate criteria	
the archivist enters the record describing the new asset into the database	CH Data Management
the archivist notes down all restrictions on reproduction or usage	CH Data Management
the archivist finds out whether there are allied materials existing (original, copy)	CH Data Management Search & Retrieval
the archivist notes the allied material in the database	CH Data Management
the archivist uses (eventually online) help facilities with guidelines for categorisation, conservation of documents, preservation of electronic data, etc.	CH Data Management
the archivist puts the documents etc. in appropriate boxes	
the archivist produces automatically the box label	CH Data Management



with the database contents	
the archivist notes down further recommendations for conservation (e.g. the treatment of electronic records)	CH Data Management
the archivist produces finding aids (eventually online finding aids) concerning the asset	CH Data Management
the archive assistant brings the archival object to the final storage room	

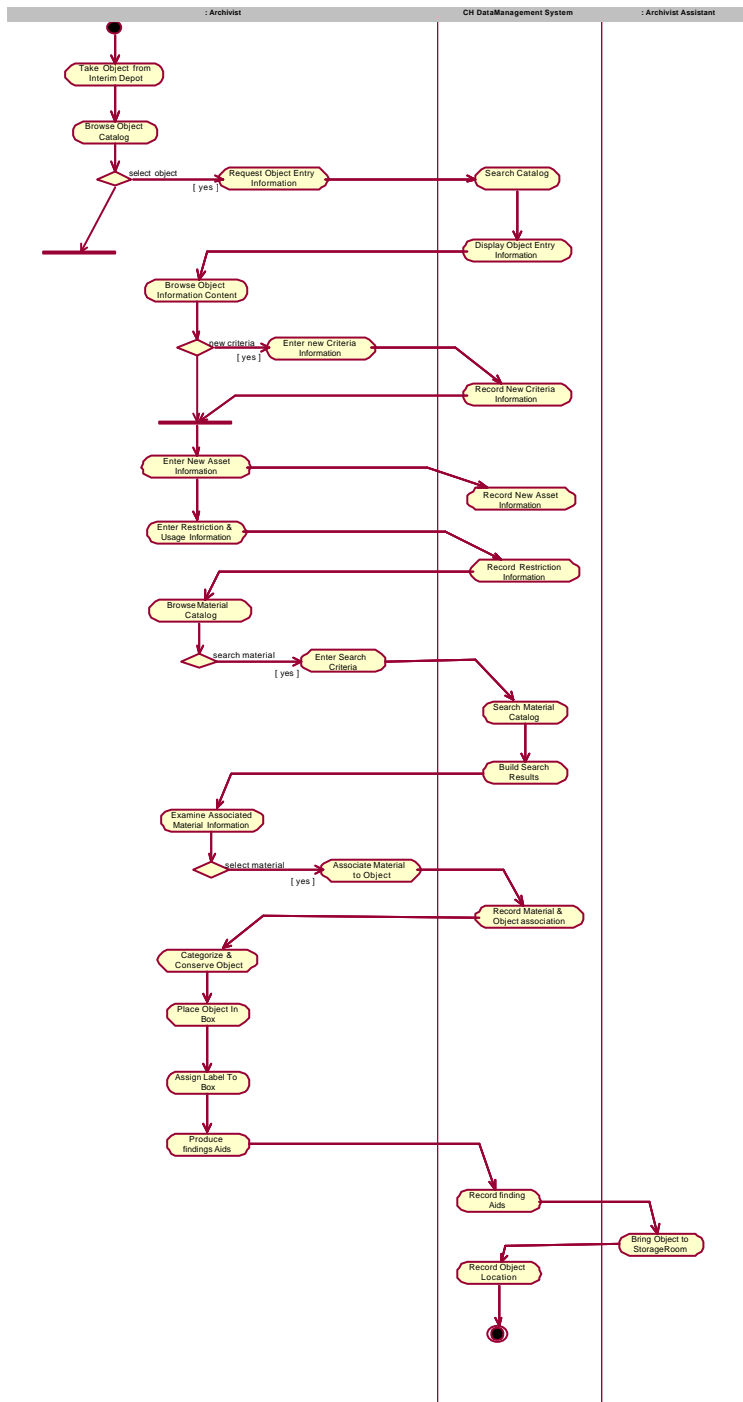


Figure 34 : Document Asset Activity Diagram



#### 13.2.2.2 Reorganise existing assets

An archivist has to analyze the existing arrangement and description of documents and to make decisions about any further arrangement and description that may be necessary.

Archive Actor action	REGNET System Functionalities
the archivist states that an asset has to be reorganized and newly documented	
the archivist checks the existing documentation.	CH Data Management
the archive assistant fetches the boxes with the documents from the storage rooms	
the archivist views contents of the asset	
the archivist uses the internal guidelines	Tools produced by ePublishing
the archivist rearranges the documents	
the archivist updates catalogue data	CH Data Management
the archivist updates the finding aid	CH Data Management
the archive assistant brings the archive boxes etc. back to the storage rooms	

#### 13.2.2.3 Produce surrogates for internal purposes

Surrogates of documents are produced to add them to the (electronic) documentation, to save the valuable originals and to improve access.

Electronic master copies of surrogates can also be used to produce copies that are sold or presented via the internet.

Archive Actor action	REGNET System Functionalities
the archivist decides which originals will be copied	CH Data Management
the archivist decides which kind of archival copy should be produced (e.g. microfilm, digital image,...)	CH Data Management
the archivist charges an archive assistant or an external company with the production of the surrogate	
the archive assistant fetches the archival object from the storage rooms and brings it to the copying room/company	
the archivist notes down that the document is not available at present	CH Data Management



the archive assistant/reproduction company produces the surrogate	
the archive assistant/reproduction company delivers the originals and the copies to the archivist	
the archivist ensures that the surrogate is stored in an appropriate way	
the archivist adds the surrogate metadata to the documentation of the archival object, eventually adds a copy of the electronic surrogate to the database	CH Data Management
the archive assistant brings the original and the copy to the storing rooms	
the archivist notes that the original is available	CH Data Management

#### 13.2.2.4 Provide internal Guidelines

The core archival functions appraisal, arrangement, description, preservation and reference mostly base on appropriate standards, methods and professional practices. Archives may develop their own guidelines, practices or modify existing ones.

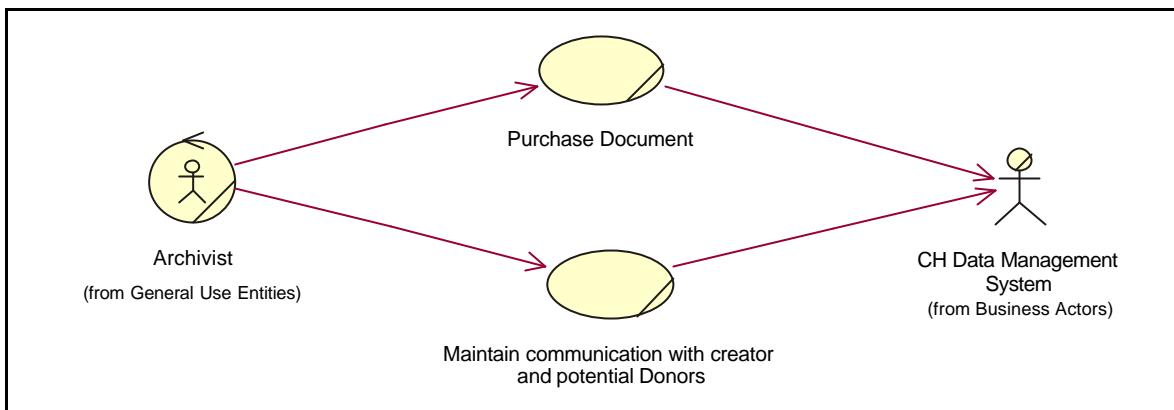
To ensure that each member of the archive has access to the same guidelines a set of online guidelines can be produced.

The guidelines may comprise: guide for appraisal, description, categorisation, conservation, preservation of electronic records, data entry guides, arrangement of documents, librarianship, information science, museology etc. etc.

Archive Actor action	REGNET System Functionalities
the archivist(s) decide(s) which theme will be elaborated	
the archivist searches for internal (printed etc.) documentations	
the archivist searches for other documentations in the web, in libraries ....	Portal: domain specific link collection
the archivist produces the guidelines	ePublishing
the archivist adds the guidelines to the internal archive section of the portal	Portal: internal archive section



### 13.2.3 Purchase Business Use Cases



#### 13.2.3.1 Establish and maintain communications with creators and/or potential donors of documents

In general an archivist should regularly identify sources of documents by applying knowledge about subjects, individuals, organizations, and others that create, receive and accumulate documents appropriate for acquisition.

The techniques for surveying and locating potential acquisitions can be supported by electronic processes.

The archive has to establish and maintain communication with creators and donors of documents, with the domain and with the user group, see also the business process "Provide electronic information services".

Archive Actor action	REGNET System Functionalities
the archivist produces a list of public authorities, potential donors, and other contact persons	
the archivist addse contact information to the database	Data Management
the archivist updates this database regularly	Data Management
the archivist uses this contact data for regular information e.g. via e-mail about the archive	Data Management
the archivist searches for addresses etc.	Data Management

#### 13.2.3.2 Purchase a document/object

Archives seldom purchase documents or objects (seals, kinds of objects in special collections, etc.). But it is very important to be informed about the market situation, e.g. on rare documents/objects that would complete a collection or will be of importance for the regional history. Electronic media, particularly domain specific ones are of increasing importance for this task.

Electronic media provide techniques for surveying and locating potential acquisitions.



Archive Actor action	REGNET System Functionalities
the archivist keeps informed about documents and/or objects that are available : <ul style="list-style-type: none"><li>- personal information or domain specific electronic information services</li><li>- information via news, periodicals, etc, domain specific media</li><li>- look at online auctions</li></ul>	Domain Specific Forum Domain Specific News/Newsletter Online Auction
the archivist selects a document/object, that will be purchased	
the archivist checks whether authorisation is given to the archive for the buying	
the archivist checks the budget	
the archivist buys the object directly	
the archivist buys the object – via the internet	Online Auction e-Payment

#### 13.2.4 Administer archive users

The archive user is registered at the entrance every time he/she comes to the archive. One side-effect of electronic administering archive user is the possibility for further electronic information services that are suited to user profiles.

Archive Actor action	REGNET System Functionalities
the future user arrives at the archive user registration	
the registrar asks for personal data and fills in the (online) form for user administration	Online user administration/database
the registrar records user data	Online user administration/database
the registrar produces a user identity card	Online user administration – printout
the user gets information about the legal restrictions, legal regulation of usage of the archive, opening hours etc.	Online forms - printout

#### 13.2.5 Offer a job

Archive Actor action	REGNET System Functionalities
the archivist defines a profile of the vacant job	



the archivist advertised the job in the professional journals concerned	
the archivist adds the job advertisement to the electronic forums/job offers concerned	Forum Job offers



### 13.3 Archive Services

Archival services are provided to following user groups:

- researcher/scholar
- education – teacher, student, pupil
- private end user
- memory institution (exhibitions etc.), other archives
- publishing company
- tourist
- public authorities

#### 13.3.1 Provide information about the archive in the web

An Archive provides general information on access to the archive, usage conditions, opening hours, legal restrictions, access to assets, history of the archive, ...

Archive Actor action	REGNET System functionality
the archivist defines the informational needs of users	
the archivist composes the information for the web	
the archivist enters the data in the data entry tool	Data Entry
the archivist updates the archive description	Data Entry
	The system imports the data into the RN Portal

#### 13.3.2 Provide finding aids

Archives develop appropriate finding aids as inventories, registers, series descriptions, and folder lists and disseminate descriptive information through paper-based and electronic publications and through electronic communications such as internet sites and discussion lists.

Archive Actor action	REGNET System functionality
the archivist searches for an asset etc.	CH Data Management Search & Retrieval
the archivist uses the database output to produce	



a final printed repertory of the asset	
the archivist imports the database output into the RN data entry tool to add the repertory to the electronic finding aids	Data Entry Tool
the archivist adds a short description of the repertory (name of asset, number of contents, dating, responsible person/institution) to the description of collections	Portal
the archivist searches for the asset to test the functionality	Search & Retrieval

### 13.3.3 Provide online forms

Archive Actor action	REGNET System Functionalities
the archivist produces an electronic version of the forms in a format that is appropriate for dissemination on the web	
the archivist puts the forms on the website of the archive	Portal

### 13.3.4 Provide originals to archive users

Archive Actor action	REGNET System Functionalities
a user contacts the archivist via phone, letter, fax or e-mail and explains what he/she wants to do or looks for	
the archivist searches in the finding aids to find out which assets are concerned	Search & Retrieval
the archivist searches in the CH Data Management system	CH Data Management Search & Retrieval
the archivist prints the search result	
the archivist checks in the search result whether the originals are available (or in preservation or otherwise occupied)	
the archivist checks in the search result if the original has to be saved and there is in general only a reproduction available	
the archivist lets the archive assistant fetch the originals from the storage room	



the archivist notes down the the originals are in the reading hall	CH Data Management
the archivist provides the originals/the copy to the user in the reading hall of the archive as long as they are needed	
the archive assistant brings the originals back to the storage room	
the archivist notes down that the originals are in the storing room available	CH Data Management

### 13.3.5 Produce and sell surrogates to end users on demand

Users, particularly researchers, may wish to have copies of the originals to be able to check the contents/handwriting etc. whenever it is necessary.

Archive Actor action	REGNET System Functionalities
the user gives to the archivist a list that specifies which originals in which format, size and quality are requested, to the archivist	
the archivist assistant checks whether there are already some copies existing or have to be produced	Search & Retrieval
the archivist lets produce a surrogate on demand and/or copies the existing surrogate (see business process "Produce a surrogate for internal purposes")	
the archivist checks whether a fee has to be paid or not	Online user database
the user pays the fee and agrees to the copyright statement	
the user receives the copy	

### 13.3.6 Answer various requests

An archivist has to answer various requests concerning the clearing of legal disputes, information about documents, information from documents, making referrals to other sources etc.

The requests may be done personally, via phone, fax or e-mail.

For simple information about documents the archivist does not need to see the originals. In other cases the contents of an original are important.



Archive Actor action	REGNET System functionality
the archivist receives the request	
the archivist rewords the user request into a query for the search and retrieval in finding aids and in the data management	
the archivist searches in finding aids and CH data Management	Search & Retrieval
the archivist assistant fetches the originals from the storing room	
the archivist reads the relevant parts of the original	
the archivist writes the answer	
the archivist sends the answer to the user via e-mail or letter	

### 13.3.7 Produce FAQs

Archivists often face the same or similar requests. They can produce an appropriate response withan CD of FAQs that can be accessible in the archive or via the web.

Archive Actor action	System response
the archivist reviews periodically the records of user requests	
the archivist defines the list of FAQs	
the archivist writes outlines of the themes	ePublishing
the archivist performs desktop research on the themes	Portal: domain specific links Search & Retrieval
the archivist looks for concerning publications	
the archivist searches for examples	CH Data Management
the archivist composes the publication	ePublishing
the archive assistant produces CDs	
the archivist adds the publication to the (eventually restricted?) domain specific web area	Portal



### 13.3.8 Give expert advice to other archives

Major archives may provide expert advice to smaller archives, institutions with archives, particularly in appraisal, arrangement, description, preservation, reference and public programs.

Archive Actor action	System response
an archivist gets a request for expert advice of a small archive, another institution etc.	
the archivist looks for this theme in the online guideline of the archive	Portal: internal archive section
the archivist looks for books about this theme in the online databases	CH Data Management
the archivist asks archives with similar tasks/problems for their best practice	Portal: domain specific links
the archivist looks at the common best practice section of the portal	Portal: domain specific best practice
the archivist sums up the result and writes an answer	
the archivist sends the answer with a letter or via e-mail	

### 13.3.9 Establish and maintain communications with electronic information services

Public relations are of increasing importance for non-profit-oriented organizations. Electronic information services can be used as a means for extending the range of people to be informed.

Electronic information services comprise:

- add news to the RN event section
- send these news automatically to the mailing list of people who want to be informed
- add event information to the RN event section
- send event info automatically to the mailing list of people who want to be informed
- inform people via the mailing list about ...
- sent electronic newsletters
- give general information with a presentation of the institution in the web (see business process "Provide general information on the archive in the web")

An archive that registers user profiles can produce customized information to target groups.

Archive Actor action	System response
----------------------	-----------------



the archivist/archive assistant decides which contents should be communicated	
the archivist/archive assistant write a concept of the information to be distributed	
the archivist/archive assistant analyses the user profiles	Portal: user profiles online user administration
the archivist/archive assistant defines the target group(s)	
the archivist/archive assistant composes the text	
the archivist/archive assistant adds the information to the concerning section	Data Entry Tool
	Portal: generates the News/Event section
the archivists enters the newsletter text	the newsletter is generated and sent out
the archivist/archive assistant announces the information via other media	

#### 13.3.10 Produce and sell (electronic) surrogates

Some originals, maps, paintings, pictures may be a good example for produing electronic surrogates and selling them via the eShop system.

Archive Actor action	System response
the archivst(s) searches for originals to be reproduced	Search & Retrieval
the archivist searches for similar products already existing	Portal Search & Retrieval
the archivist decides which originals will be reproduced	
the original is fetched from the storage room	
the archivist/archive assistant/reproduction company produces electronic surrogates of originals (see business process "Produce surrogate for internal purposes")	
the archivist adds the reproduction to the eShop	eShop
the archivist adds the announcement of the new product to the news section, mailing lists	Portal: News



the archive assistant advertises the product	domain specific lists ...
----------------------------------------------	---------------------------

### 13.3.11 Produce and sell CDs on selected assets or themes

Producing a CD is a simple and rather cheap way to present themes on regional/local history or some "highlights" of the collections.

The result could also present a virtual tour through the archive or a virtual exhibition.

Archive Actor action	System response
the archivst(s) decides upon the theme/contents	
the archivist searches for similar CDs already existing	Search & Retrieval
the archivist writes a concept	
the archivst searches for originals to be presented	CH Data Management Search & Retrieval
the archivist selects the originals to be presented	
the archivist/archive assistant/reproduction company produces electronic surrogates of originals (see business process "Produce surrogate for internal purposes")	
the archivist performs desktop research for related material	Search & Retrieval
the archivist searches for related material that is not searchable via the web	
the archivist composes the publication	ePublishing
the archive assistant produces copies of the CD	
the archivist adds the CD to the eShop	eShop
the archivist adds the announcement of the new CD to the news section, mailing lists	Portal: News
the archive assistant advertises the product	domain specific lists ...

### 13.3.12 Produce training lessons/educational material (handwriting, local history,...) on CD



Training lessons may be needed for internal training of archive personnel (hygiene, reading of handwriting, standards, etc.), for educational purposes in schools (themes of regional/local history) and universities (contemporary history, handwriting, doctrine of seals, charters, dossiers, etc.)

Archive Actor action	System response
the archivst(s) decide upon the theme/contents	
the archivist searches for similar training lessons already existing	Search & Retrieval
the archivist writes a concept	
the archivst searches for originals to be presented	CH Data Management Search & Retrieval
the archivist selects the originals to be presented	
the archivist checks whether are already electronic surrogates available	CH Data Management
the archivist/archive assistant/reproduction company produces electronic surrogates of originals (see business process "Produce surrogate for internal purposes")	
the archivist performs desktop research for related material	Search & Retrieval
the archivist searches for related material that is not searchable via the web	
the archivist composes the training lesson	ePublishing
the archive assistant(?) produces copies of the CD	
the archivist adds the CD to the eShop	eShop
the archivist adds the announcement of the new CD to the news section, mailing lists	Portal: News
the archive assistant advertises the product to target groups	domain specific lists ...

### 13.3.13 Organize Events

Many major archives organize regularly cultural events, workshops, lectures.

Archive Actor action	System response
the archivists defines an outline of the programme (the title, the time, the location and the actors,	



lecturers)	
the archivist searches for similar events	Search & Retrieval
the archivists/archive assistant gains the actor/lecturer ... for this event	
the archivist/archive assistant reserves the room(s) for the event	
the archivist/archive assistant organizes catering, furniture, equipment, personnel, tickets, etc.	
the archive assistant enters event data in the REGNET data entry tool	Data Entry Tool
	Portal: the event is presented in the event section and sent to members of the archive mailing list
the archivist/archive assistant sends out invitations	

#### 13.3.14 Produce printed Publications

Archives may regularly publish monographs, periodicals ....

Archive Actor action	REGNET System functionality
the archivist(s) decide upon the contents of the publication	
the archivist(s) contact a person/persons for contributions	
the archivist(s) may produce own contributions (see the similar business process "Produce CDs on specific themes or originals")	
the archivist/archive assistant collects the contribution(s)	
the archivist/archive assistant formats the publication	
the archive assistant delivers the publication to the printing company	
the printing company produces the books	
the archivist adds the publication to the eShop	eShop
the archivist adds the announcement of the publication to the news section, mailing lists	Portal: News



the archive assistant advertises the product to target groups	domain specific lists ...
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#### 13.4 References:

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Gaus, Dokumentations- und Ordnungslehre. Theorie und Praxis des Information Retrieval. Berlin, Heidelberg, New York 2000.

ISAD (G)

[http://www.ica.org/cds/isad\(g\)e.html](http://www.ica.org/cds/isad(g)e.html)

International Council on Archives

<http://www.ica.org/>

UNESCO Archives Portal

[http://www.unesco.org/webworld/portal\\_archives/pages/index.shtml](http://www.unesco.org/webworld/portal_archives/pages/index.shtml)

European Policy on Access to Archives

<http://cm.coe.int/ta/rec/2000/2000r13.htm>

Archivschule Marburg

<http://www.uni-marburg.de/archivschule/>

Fachhochschule Potsdam – Archiv-Bibliothek-Dokumentation

[http://www.fh-potsdam.de/~ABD/abd\\_home.htm](http://www.fh-potsdam.de/~ABD/abd_home.htm)

The Academy of Certified Archivists

<http://www.certifiedarchivists.org/>

Steiermärkisches Landesarchiv, Dr. Elke Hammer

<http://www.stmk.gv.at/verwaltung/stla/>



## 14 Cultural Heritage Analysis

This is a global view of the system showing all Business Use Cases and Business Actors. It is intended to be an overview diagram.

### Business Use-Case Model

#### Business Actors

A business actor represents a role played in relation to the business by someone or something in the business environment.

#### Business Use Cases

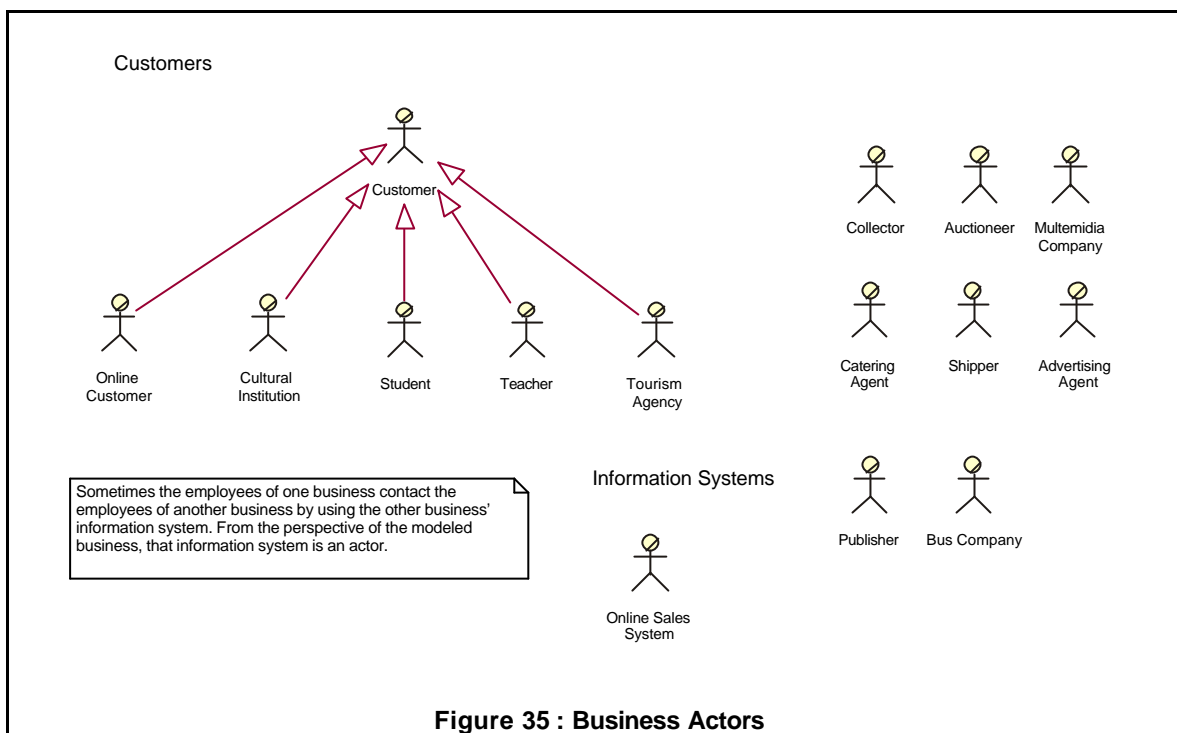
The business use-case model is a model of the business intended functions. The business use-case model is used as an essential input to identify roles and deliverables in the organization.

#### Business Object Model (from Logical View)

The business object model is an object model describing the realization of business use cases. It serves as an abstraction of how business workers and business entities need to be related and how they need to collaborate in order to perform the business.



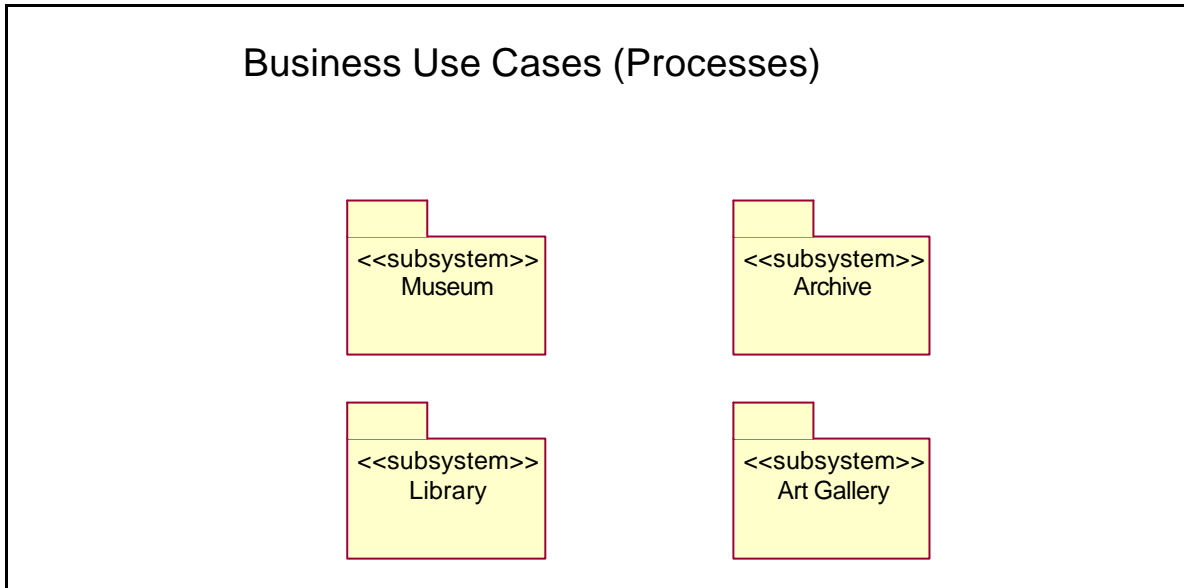
## 14.1 Business Actors





## 14.2 Business Use Case Model

### 14.2.1 Museum Business Use Case Model



The above subsystem's Business Use Cases are described in detail in paragraph 11.

## 14.3 Business Object Model

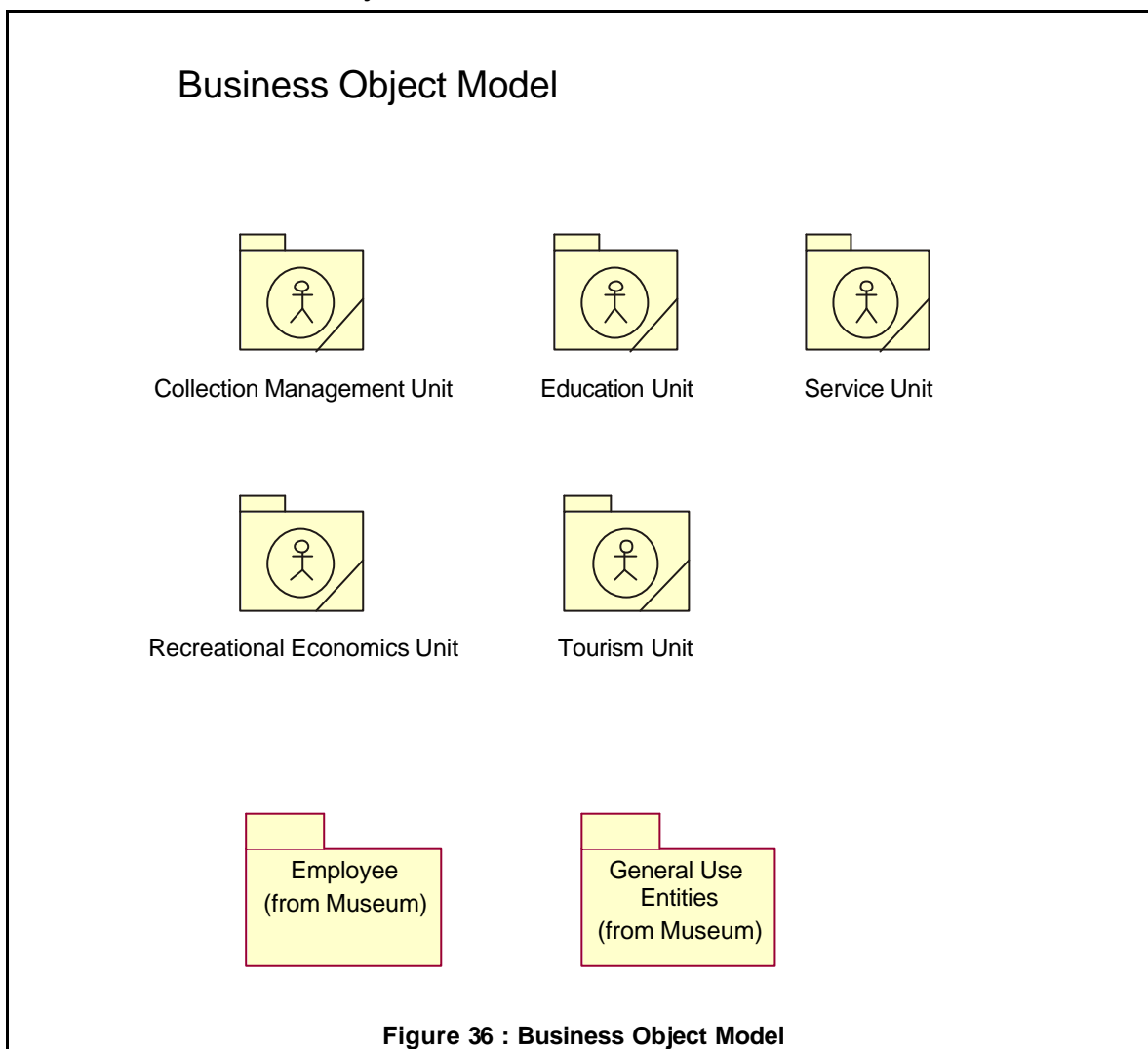
The Business Object Model contains a set of interacting workers and business entity (domain) classes which collaborate to enact the business processes. In some cases, only the business entity classes are documented. The business entity classes as a whole are sometimes referred to as a 'domain model'.

The business modeling workflow in Rational Unified Process produces two models: the business use-case model, and the business object model. Both show the business processes, but different aspects of them. In the business use-case model each business use case represents a business process, described (text and/or activity diagrams) from an "external" view point without worrying about who does what to whom inside of the organization.

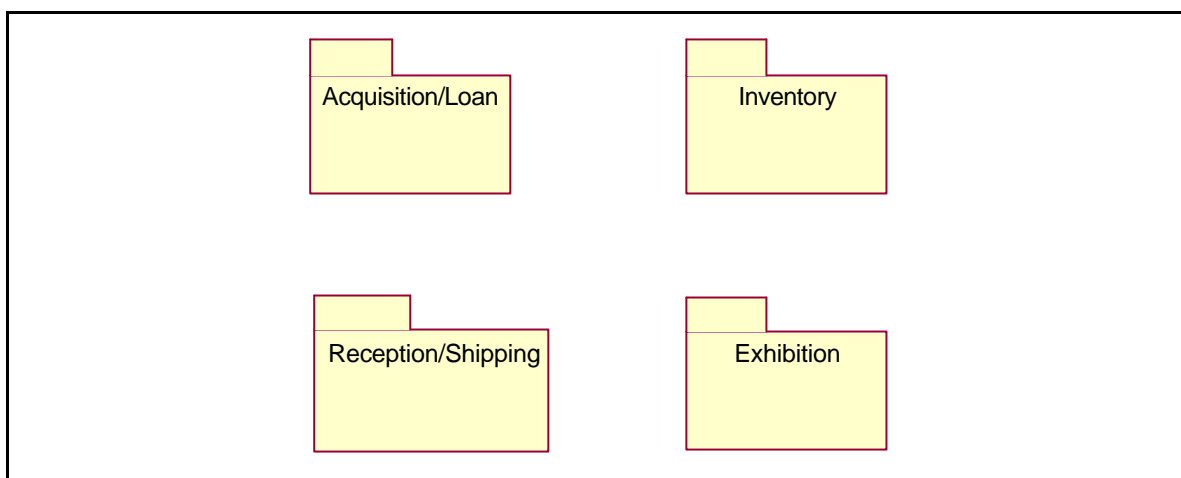
In the business object model, you include realizations of each business use case to show how workers and entities collaborate to perform the process. You do that using class diagrams, activity diagrams with swimlanes, collaboration diagrams, and/or interaction diagrams.



### 14.3.1 Museum Business Object Model



#### 14.3.1.1 Collection Management Business Object Model



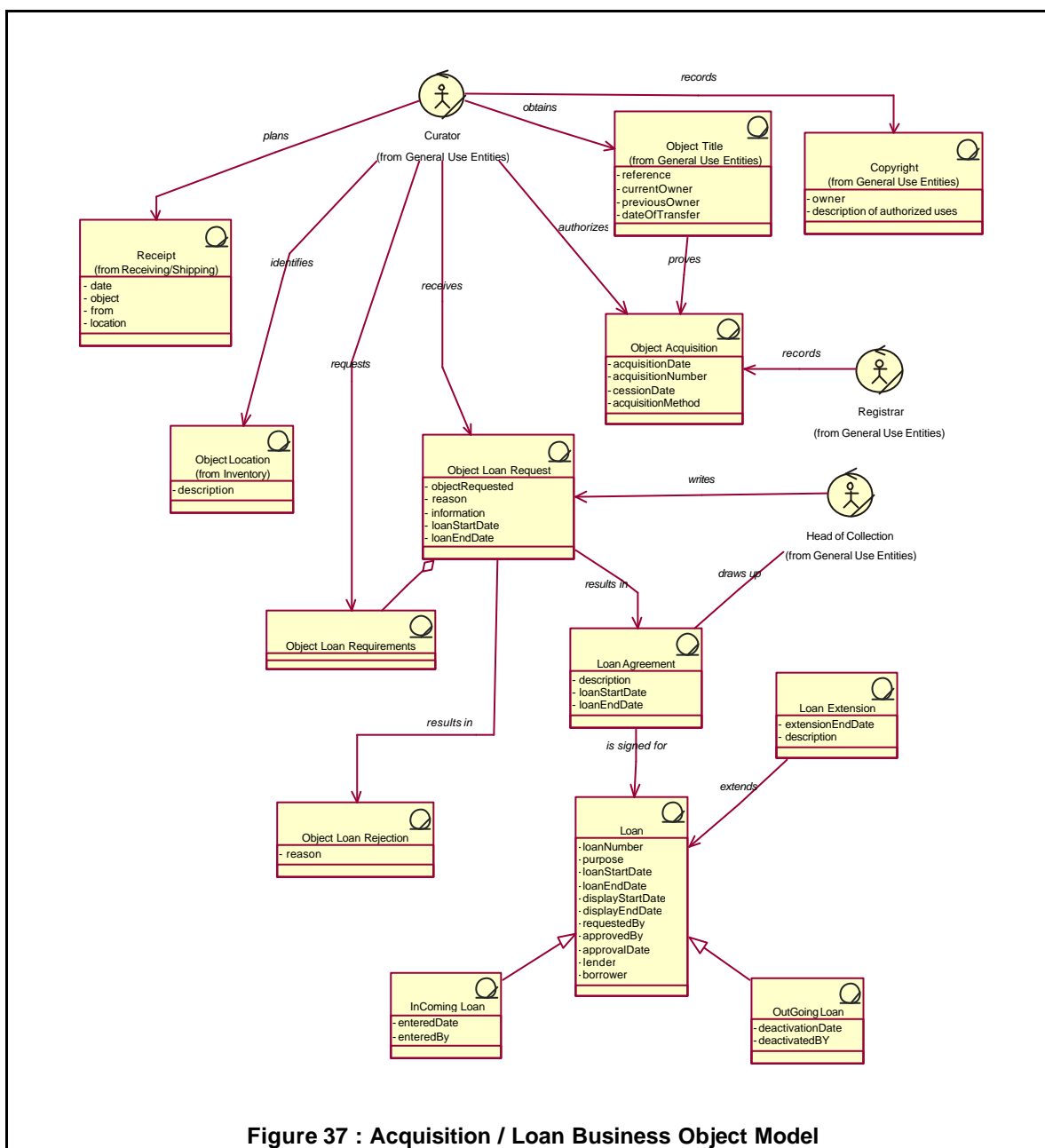
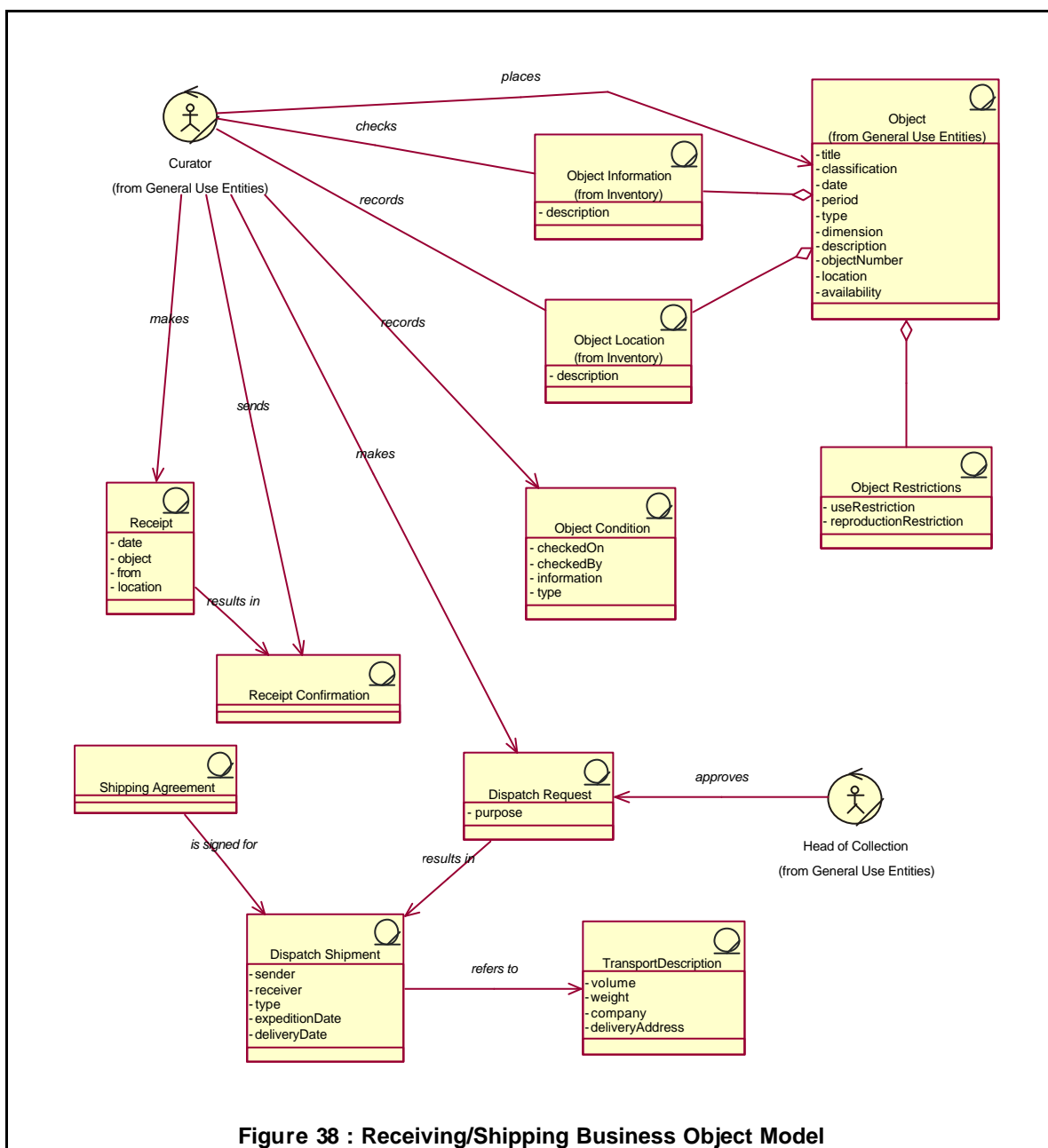


Figure 37 : Acquisition / Loan Business Object Model



**Figure 38 : Receiving/Shipping Business Object Model**

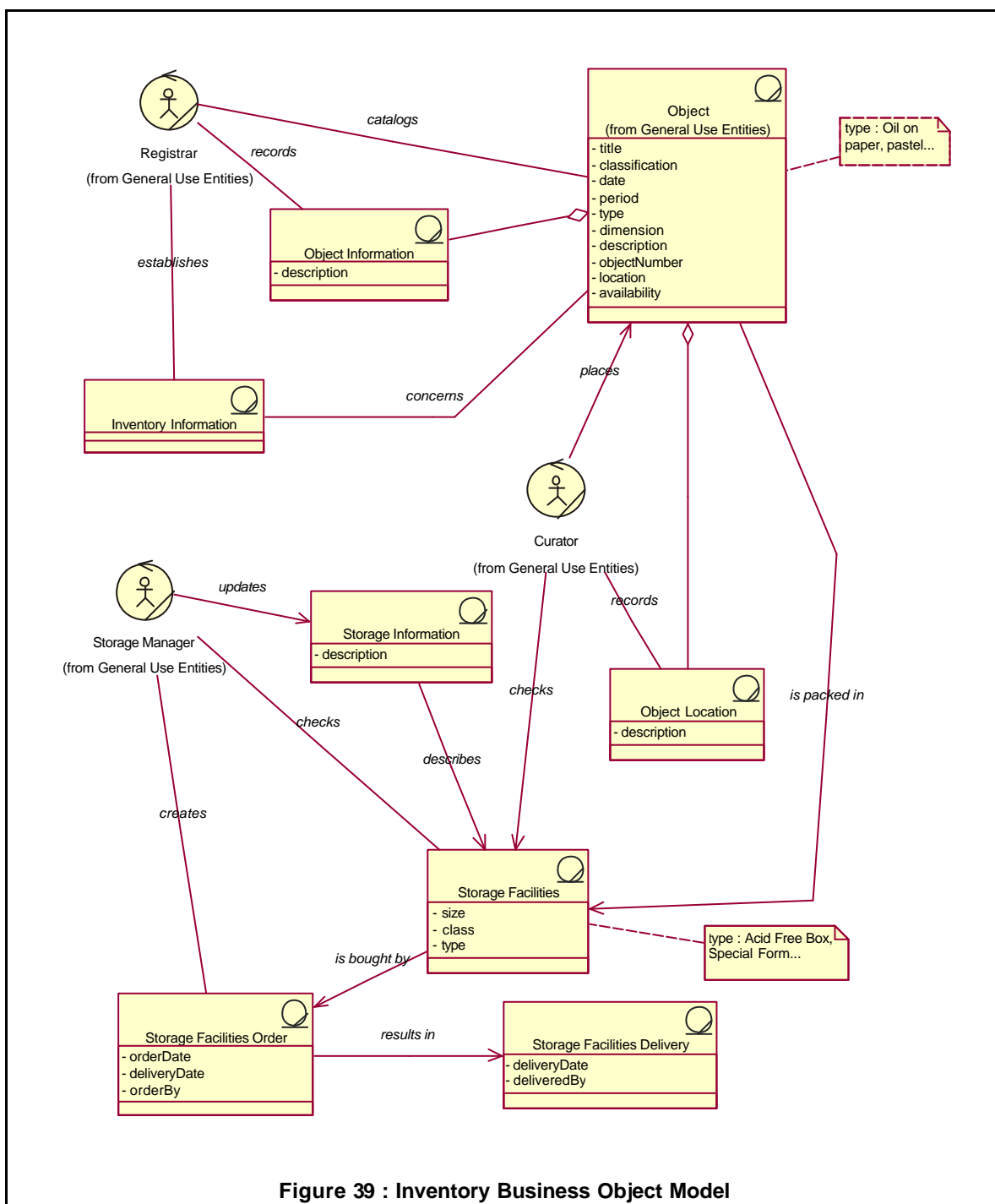
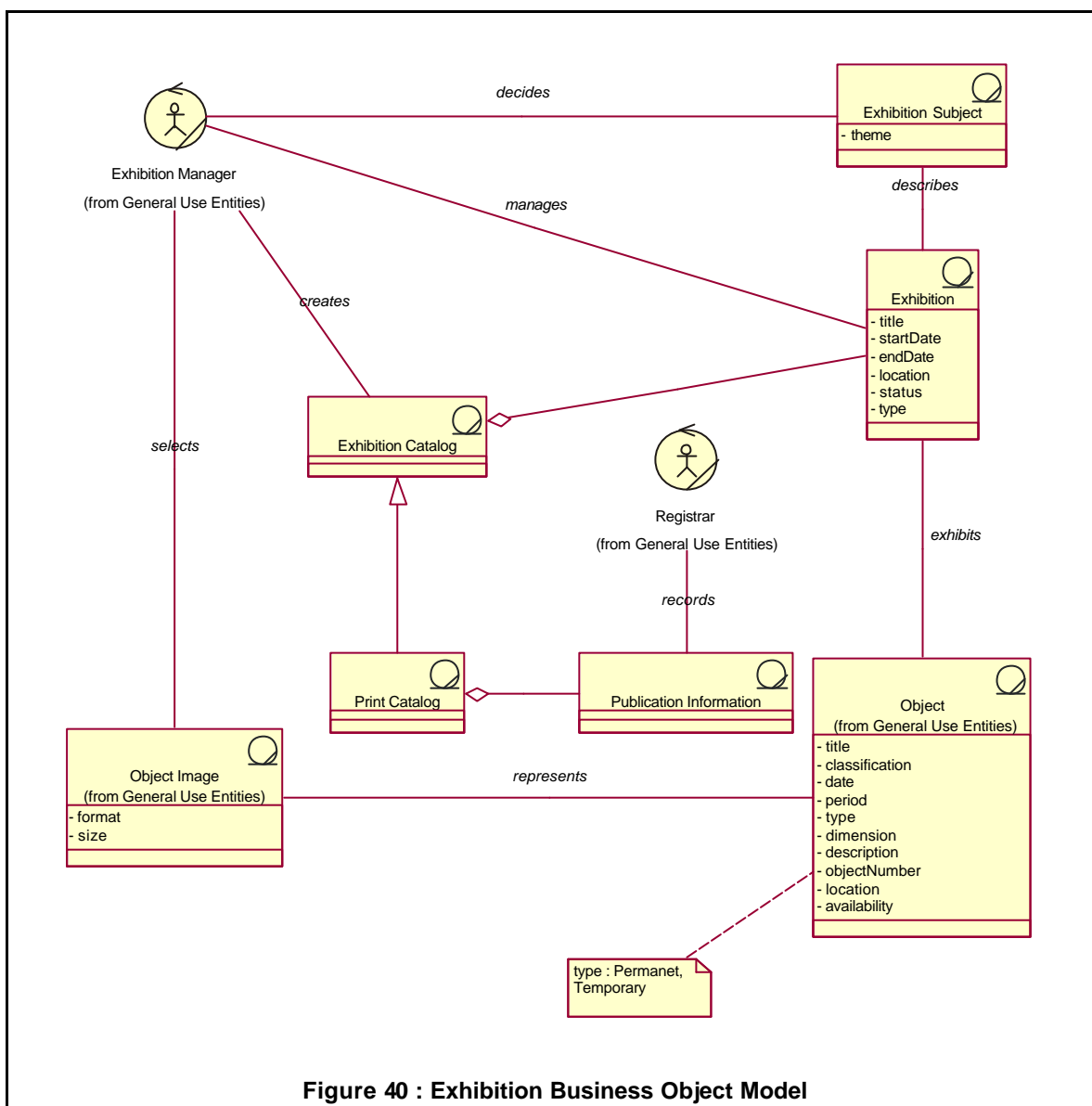


Figure 39 : Inventory Business Object Model



#### 14.3.1.2 Education Business Object Model

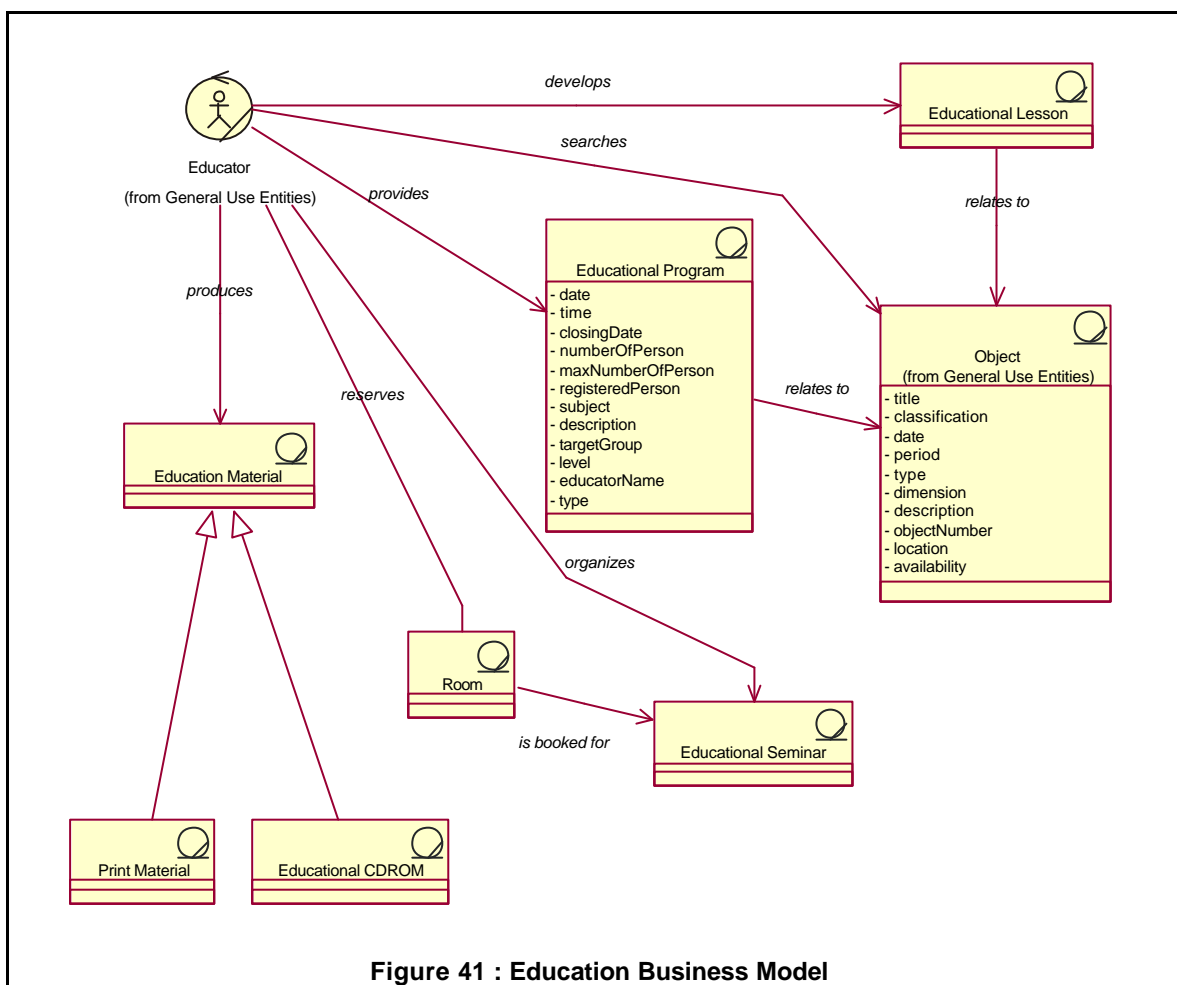
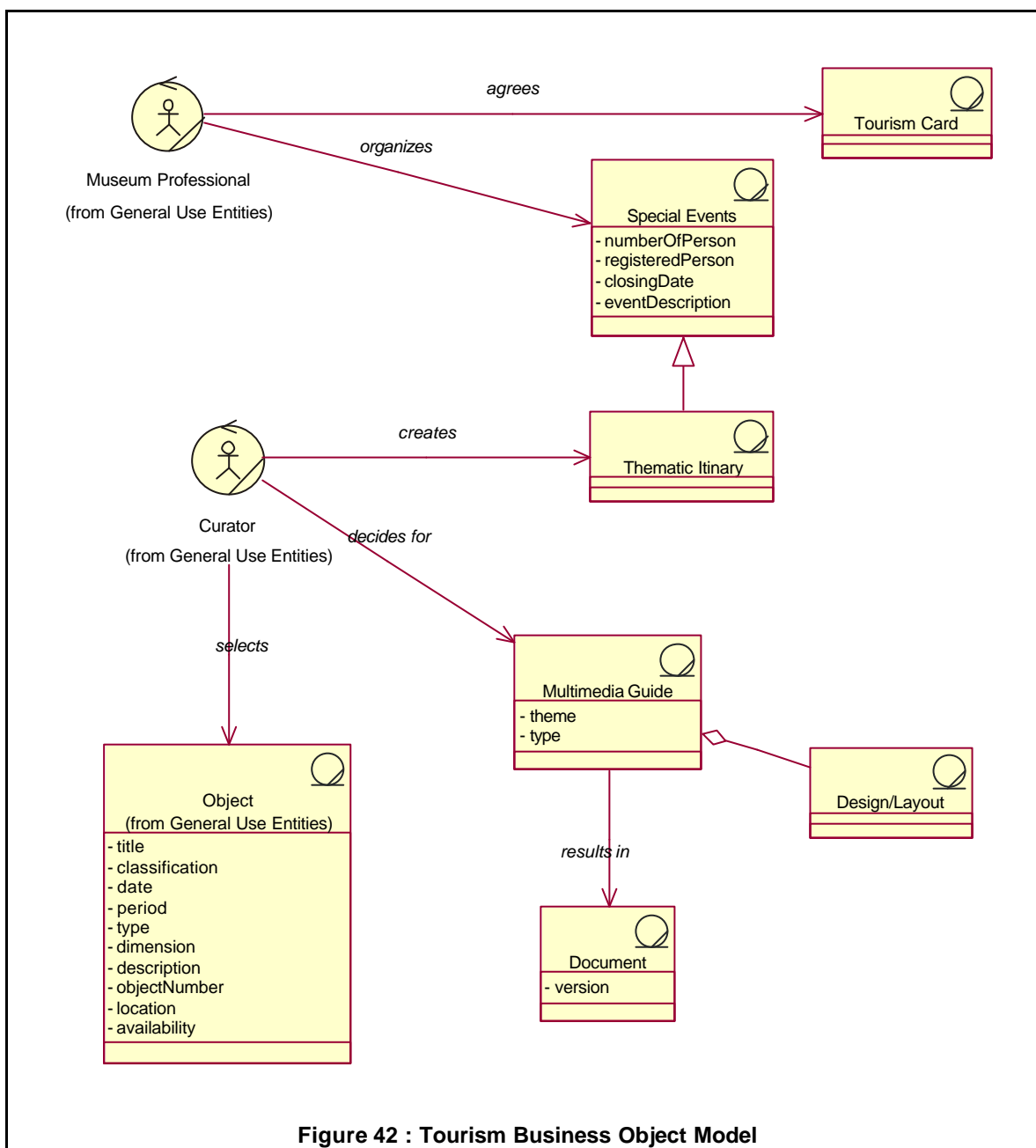
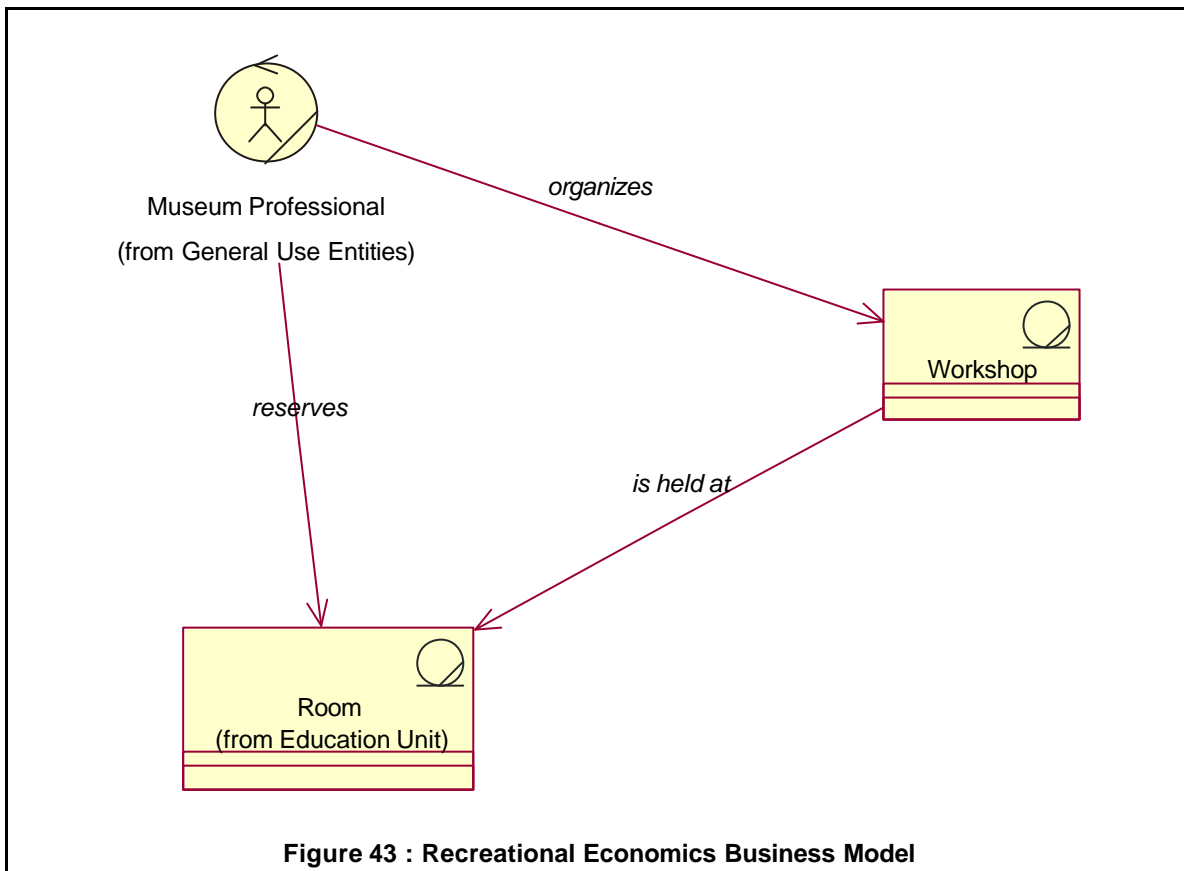


Figure 41 : Education Business Model

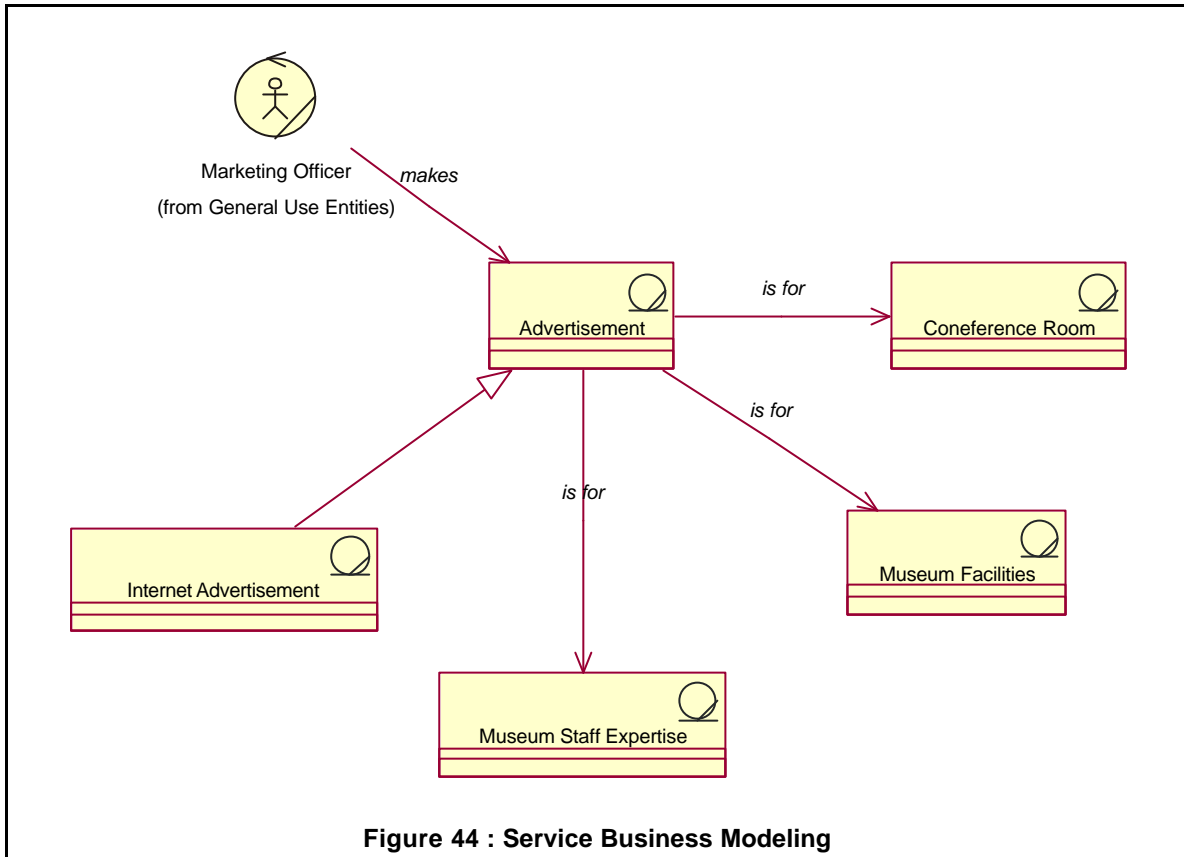
#### 14.3.1.3 Tourism Business Object Model



14.3.1.4 Recreational Economics Business Object Model

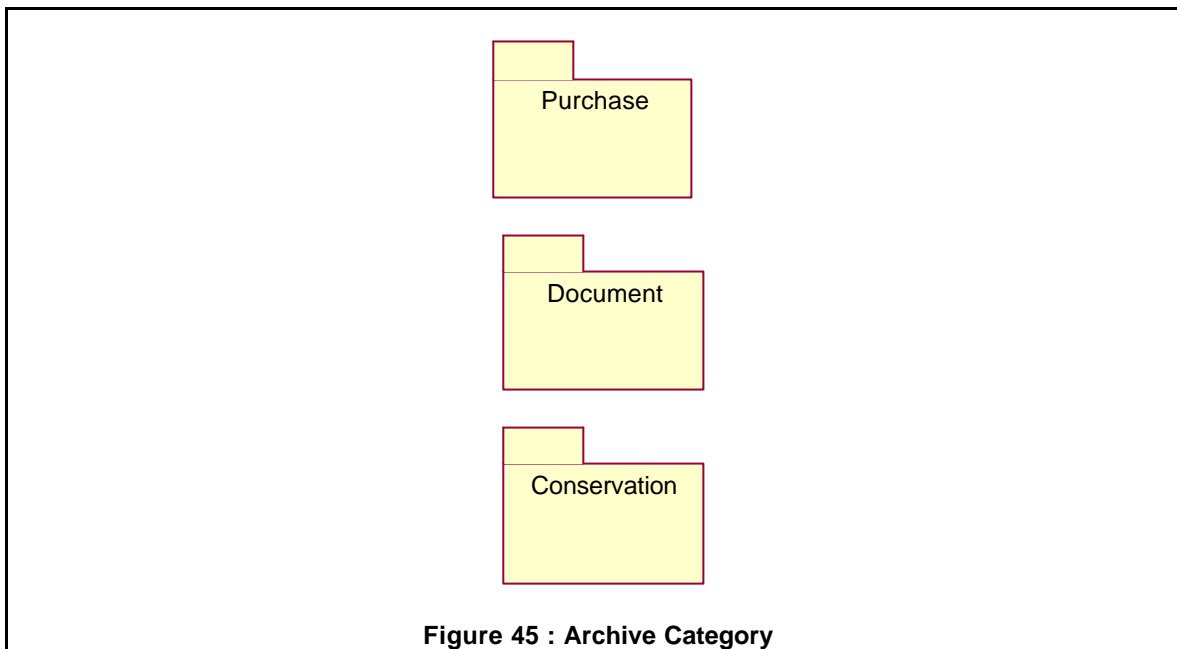


#### 14.3.1.5 Services Business Modeling

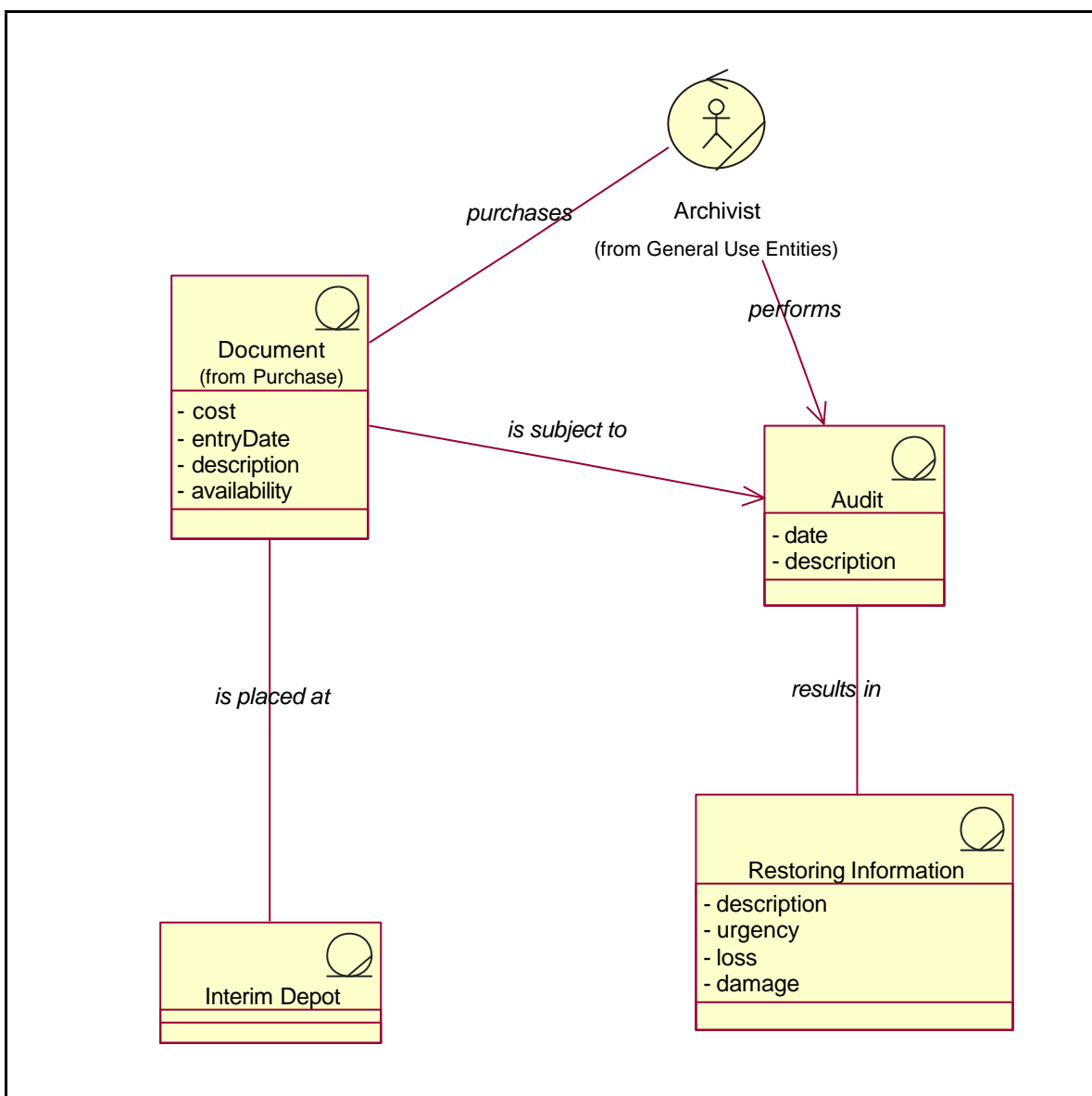




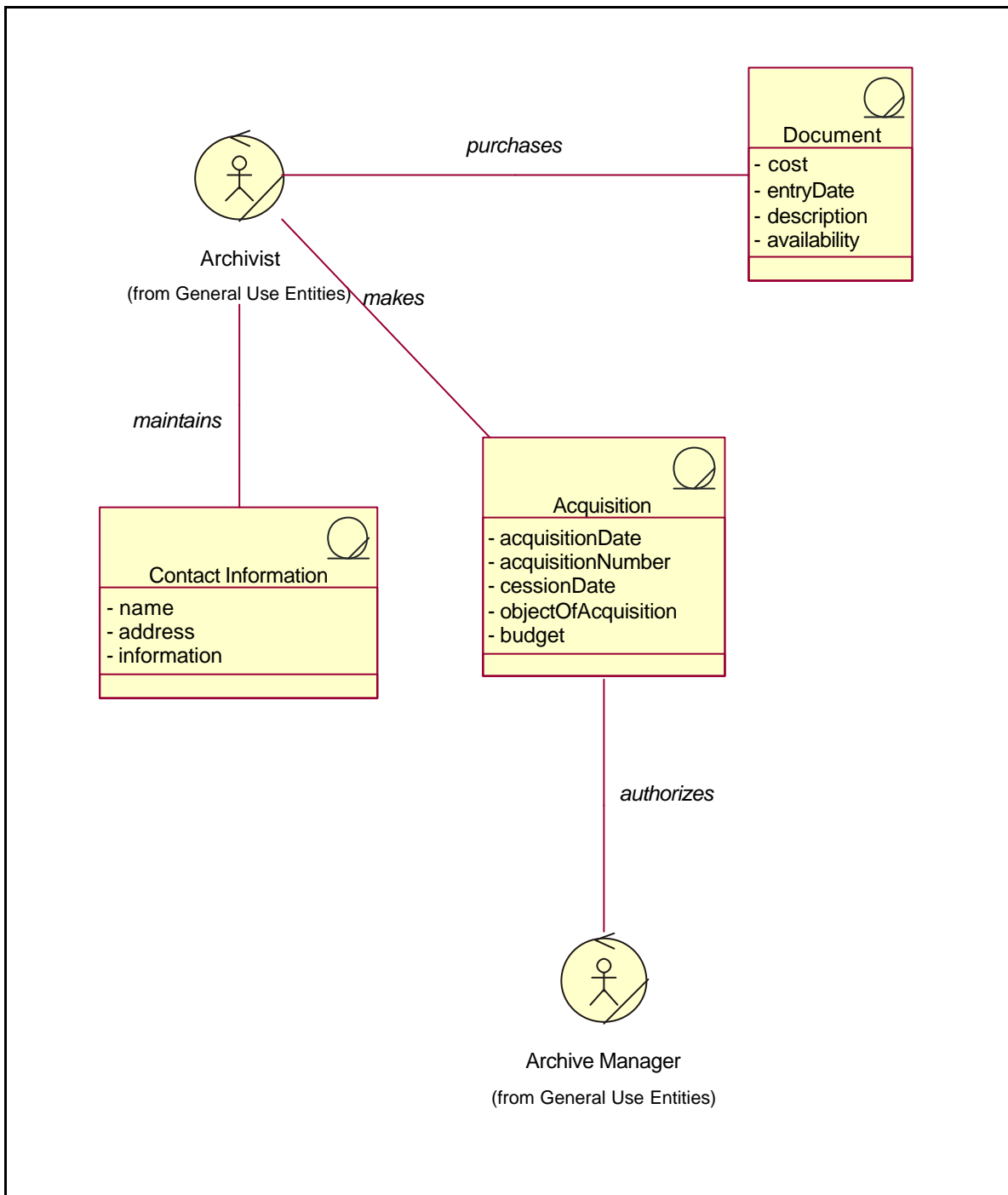
### 14.3.2 Archive Business Object Model



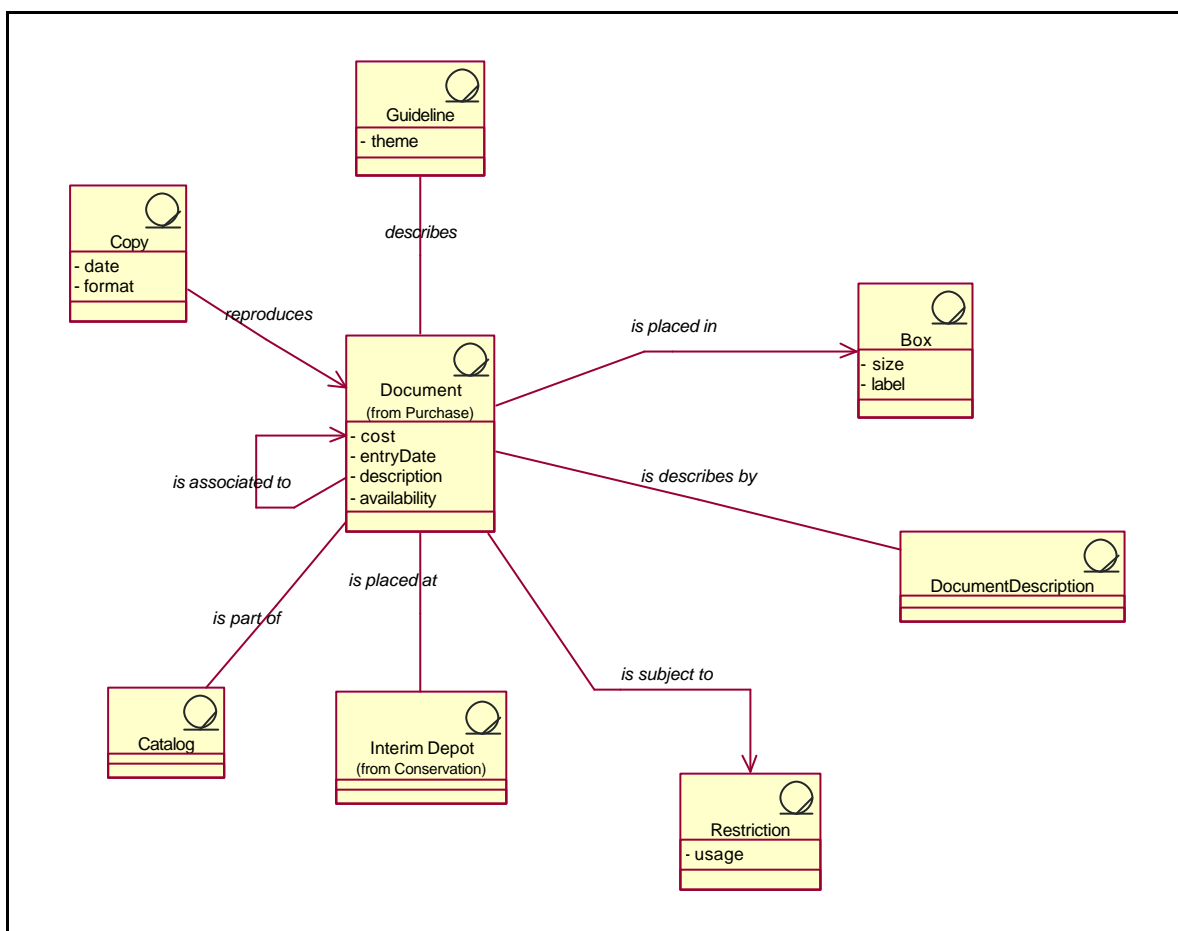
#### 14.3.2.1 Conservation



#### 14.3.2.2 Purchase



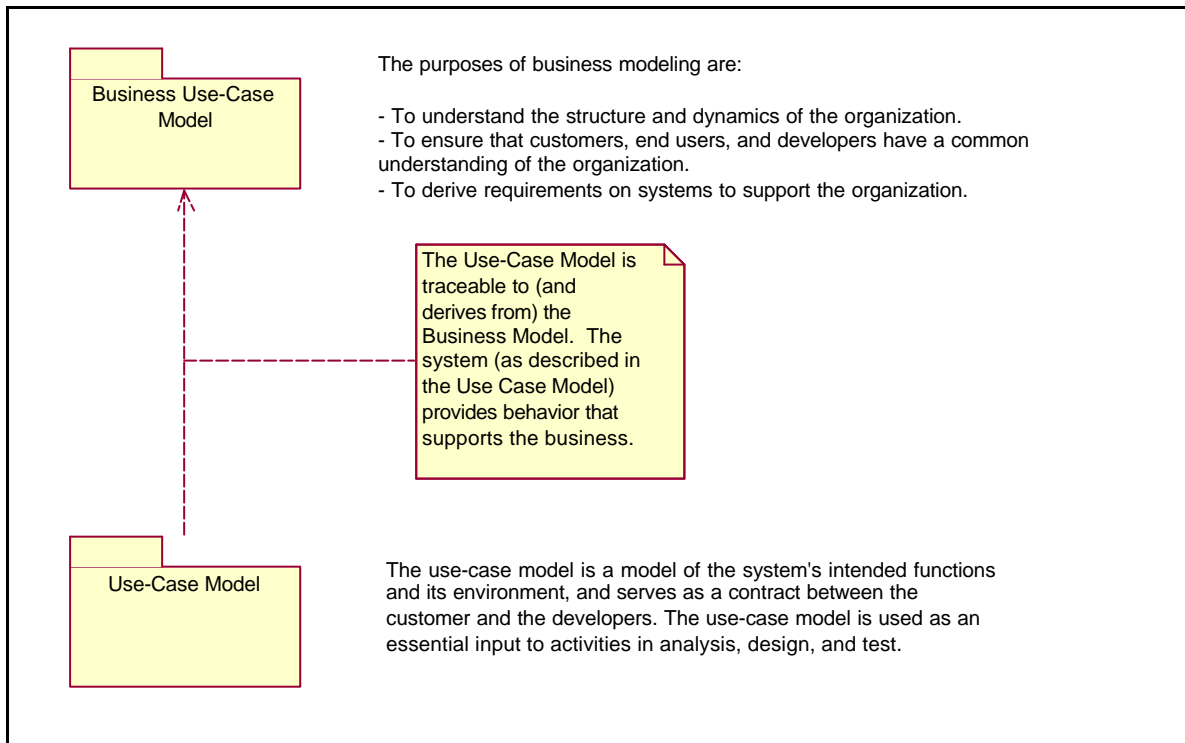
#### 14.3.2.3 Document





## 15 System Overview

From the Business Use Case Modeling, we now expand the Use Case Model which is a model of the systems to be (potentially) implemented.



All Use Cases in the system are contained in this package. This is done strictly as a way to organize the model and make it easier to understand.

From the Business Use Cases Model, we can identify the following subsystems to be (potentially) implemented.

**External System** : Systems that the Cultural Heritage systems interface to.

**Warehouse System** : The warehouse system is responsible for managing all inventory at the corporate warehouse. The warehouse system is updated with all shipments arriving from vendors, and with all outgoing order fulfillments.

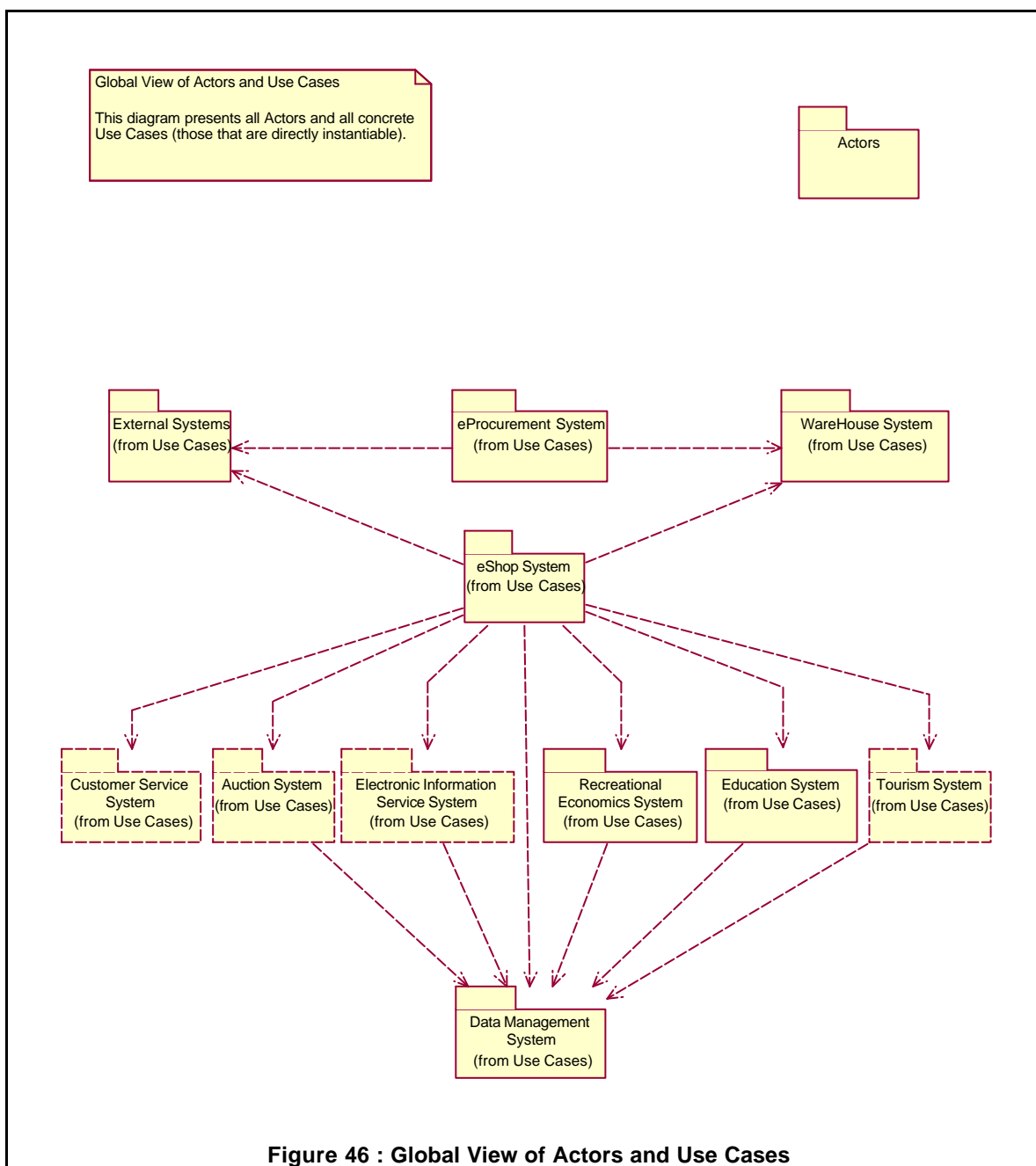
**eShop System** : The home shopping eshop system will initiate Cultural Heritage presence on the World Wide Web, including:

- An online catalog for web visitors to browse
- An order-entry capability supporting online sales and order fulfillment, interfacing with the Order Processing system

**Customer Service** : This system includes facilities to manage customer request.



**Electronic Information System** : The Electronic Information Service System is responsible for managing and dispatching of all news & events at the cultural institution.



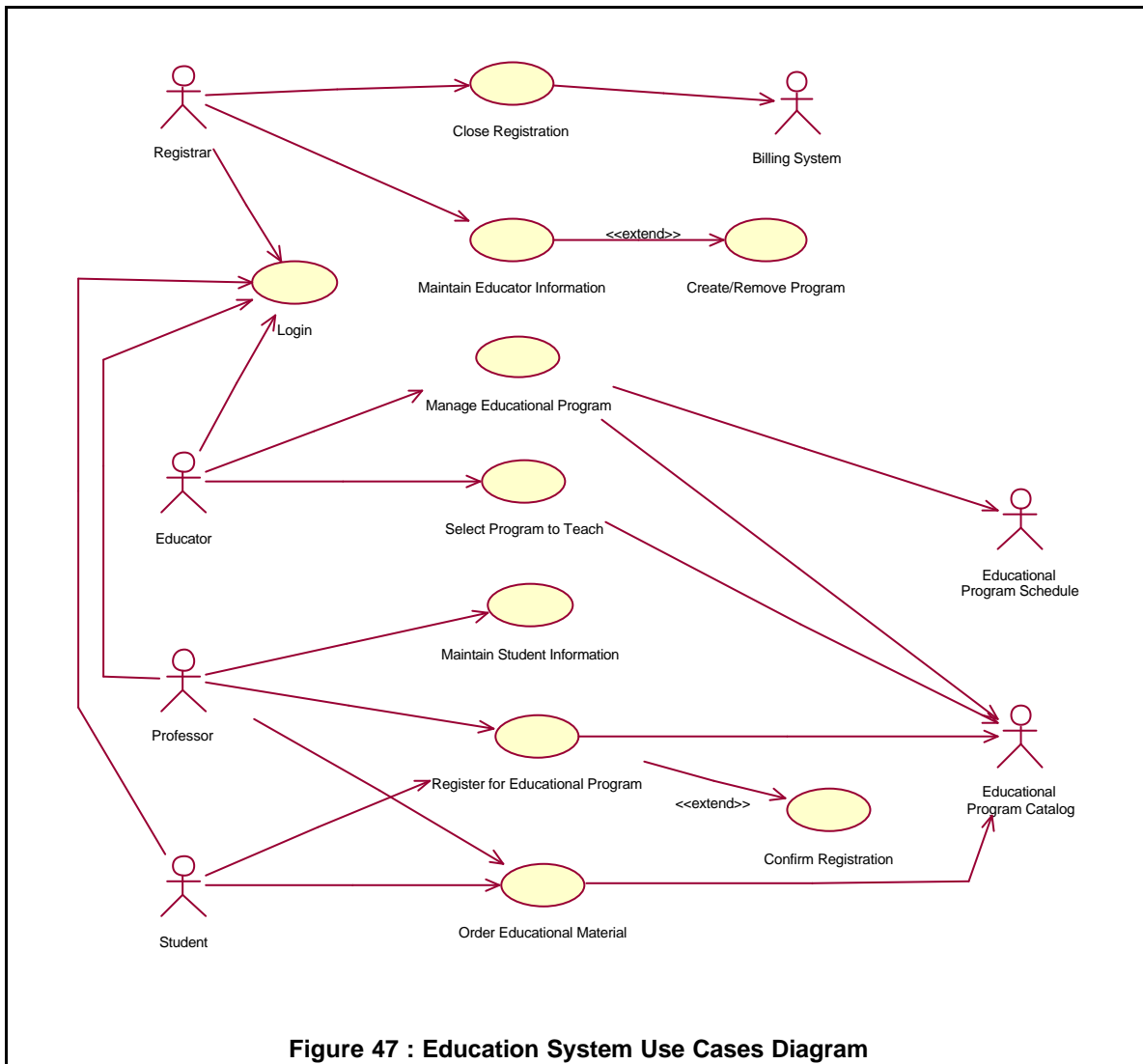
In following sections, the different systems analysis will be introduced. This analysis does not intend to be a complete one, as the systems are large and complex. The purpose here is, to help identification of system to be realized.



Some systems listed above, are already subject to analysis & design (or will be not implemented). Thus only a brief overview of those systems will be given.

## 15.1 Education System

### 15.1.1 Use Case Model



**Figure 47 : Education System Use Cases Diagram**

#### 15.1.1.1 Login

**Description:** This use case describes how a user logs into the Education System. The actors starting this use case are Student, Professor, Educator and Registrar.

#### 15.1.1.2 Close Registration



**Description:** This use case allows a Registrar to close the registration process. Program offerings that do not have enough students are cancelled. Program offerings must have a minimum of X students in them. The billing system is notified for each student in each program offering that is not cancelled, so the student/professor can be billed for the program offering. The main actor of this use case is the Registrar. The Billing System is an actor involved within this use case.

#### 15.1.1.3 Maintain Educator Information

**Description:** This use case allows the registrar to maintain educator information in the registration system. This includes adding, modifying, and deleting educators from the system. The actor of this use case is the Registrar.

#### 15.1.1.4 Create/Remove Program

**Description:** This use case allows the registrar to maintain program information in the registration system. This includes adding, modifying, and deleting programs from the system and assigning educational program offerings to educator. The actor of this use case is the Registrar.

#### 15.1.1.5 Maintain Student Information

**Description:** This use case allows the professor to maintain student information in the registration system. This includes adding, modifying, and deleting students from the system. The actor for this use case is the Professor.

#### 15.1.1.6 Register for Educational Program

**Description:** A professor or a student searches for an educational program, selects and registers at it, a professor for his classroom, a student for himself.

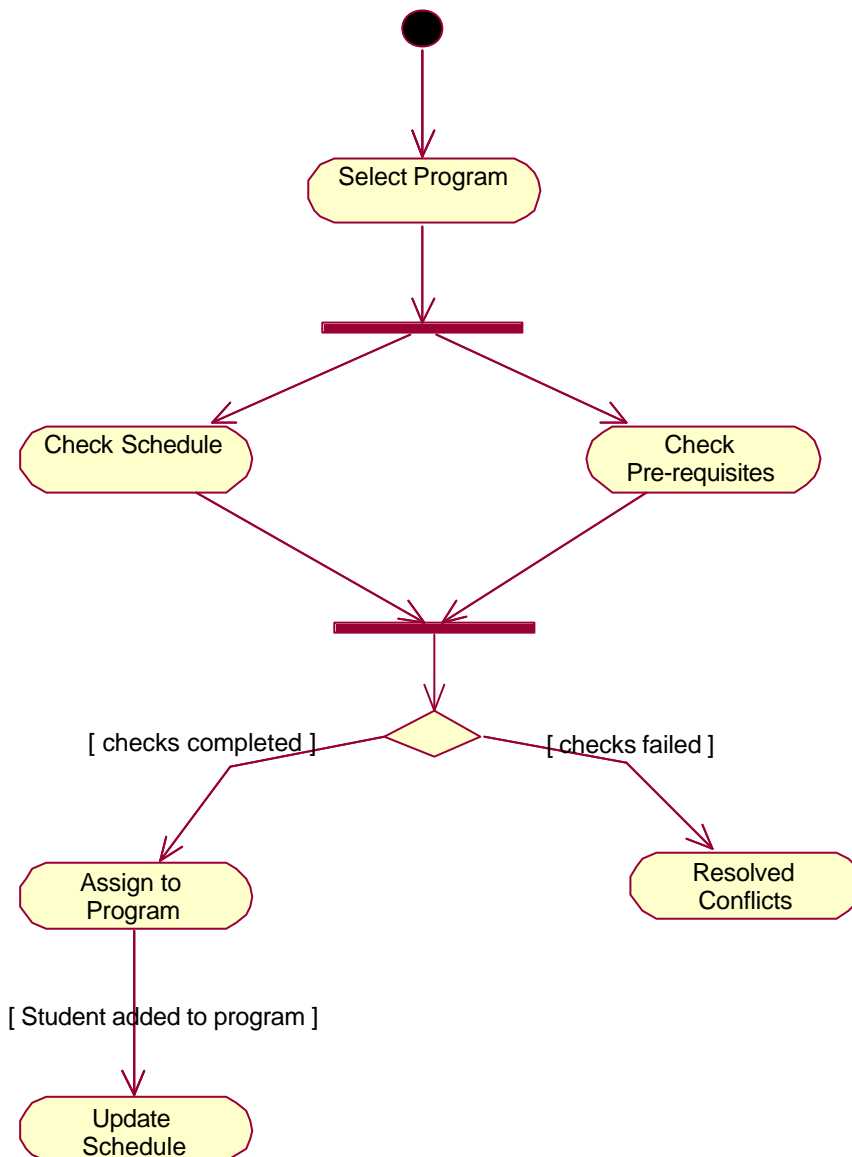
This use case allows a professor or a student to register for programs. The Professor or student can also modify or delete course selections if changes are made within the add/drop period. The Billing System is notified of all registration updates. The Program Catalog provides a list of all the program offerings for the current period. The main actor of this use case is the professor or the student. The Program Catalog System is an actor within the use case.

#### 15.1.1.7 Order Educational Material

**Description:** A teacher searches for an educational material, selects and orders it. when it's possible, the material can be loaded.

#### 15.1.1.8 Select Program to Teach

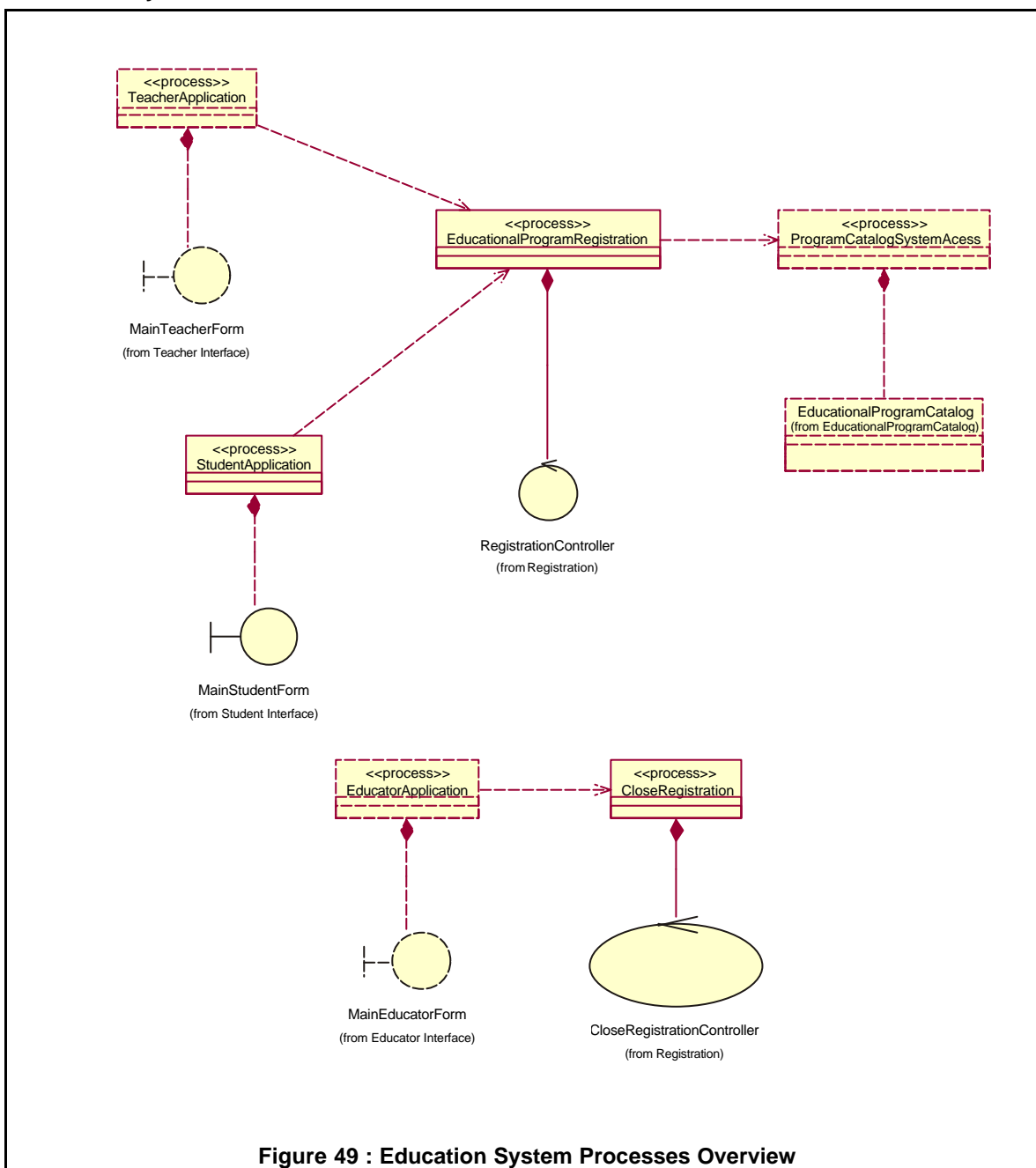
**Description:** This use case allows an educator to select the program offerings (date- and time-specific programs will be given) from the program catalog for the programs that he/she is eligible for and wishes to teach in the upcoming period. The actor starting this use case is the Educator. The Program Catalog System is an actor within the use case.



**Figure 48 : Select Program to Teach Activity Diagram**



### 15.1.2 Analysis Model



**Figure 49 : Education System Processes Overview**

This model illustrates the program registration classes organized as executables process.

The process exists to support professor/student registration, educator functions, registration closing and access to the external billing system and program catalog system.

#### 15.1.2.1 Login

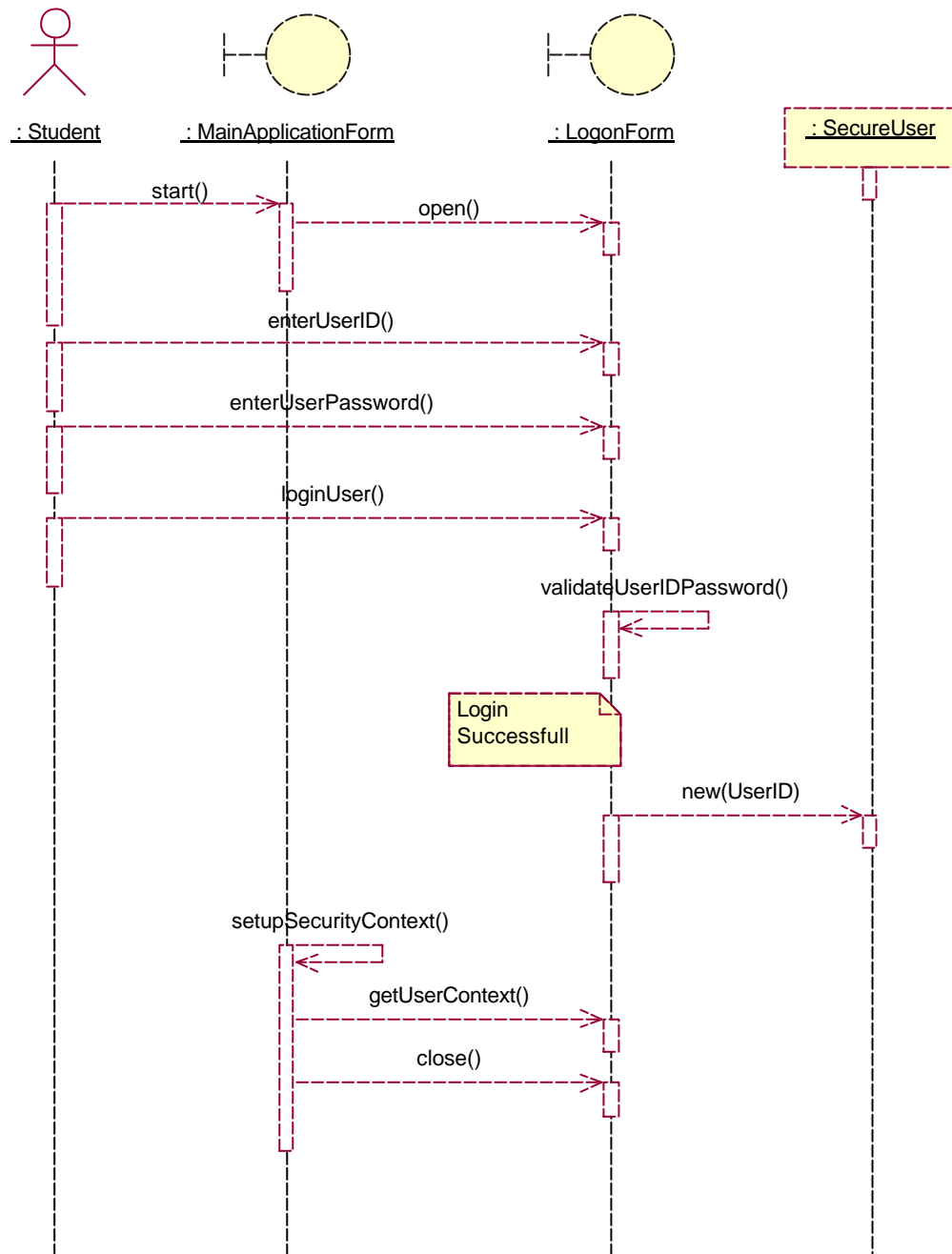
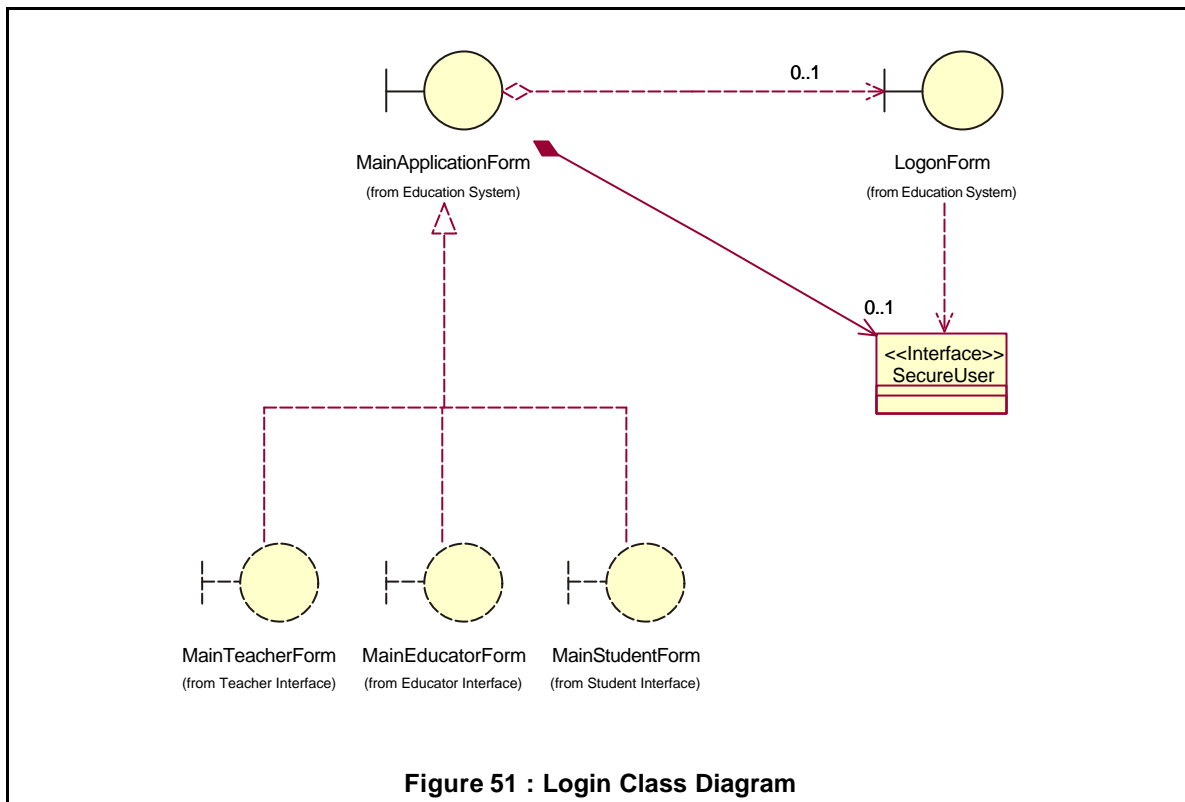
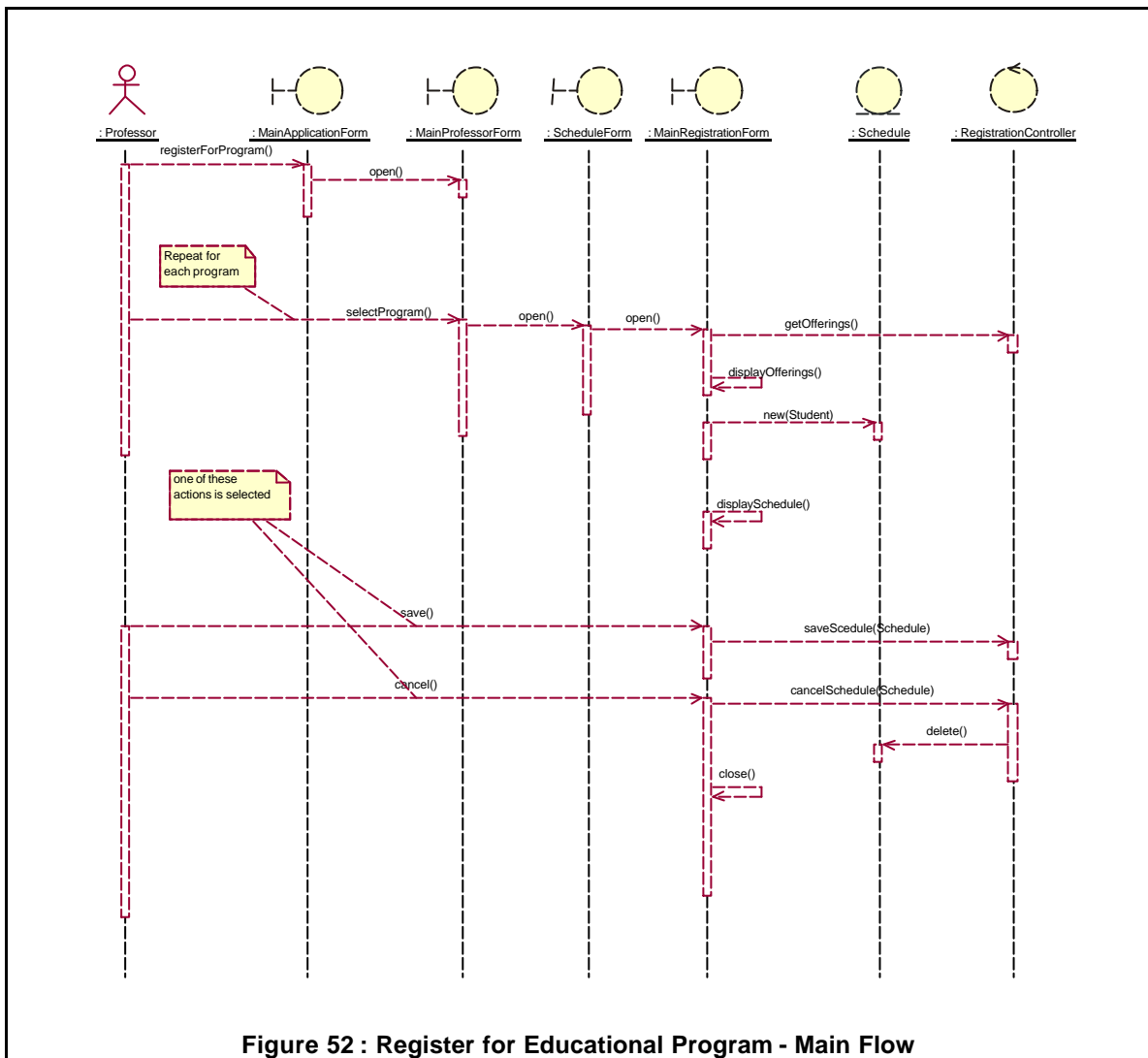
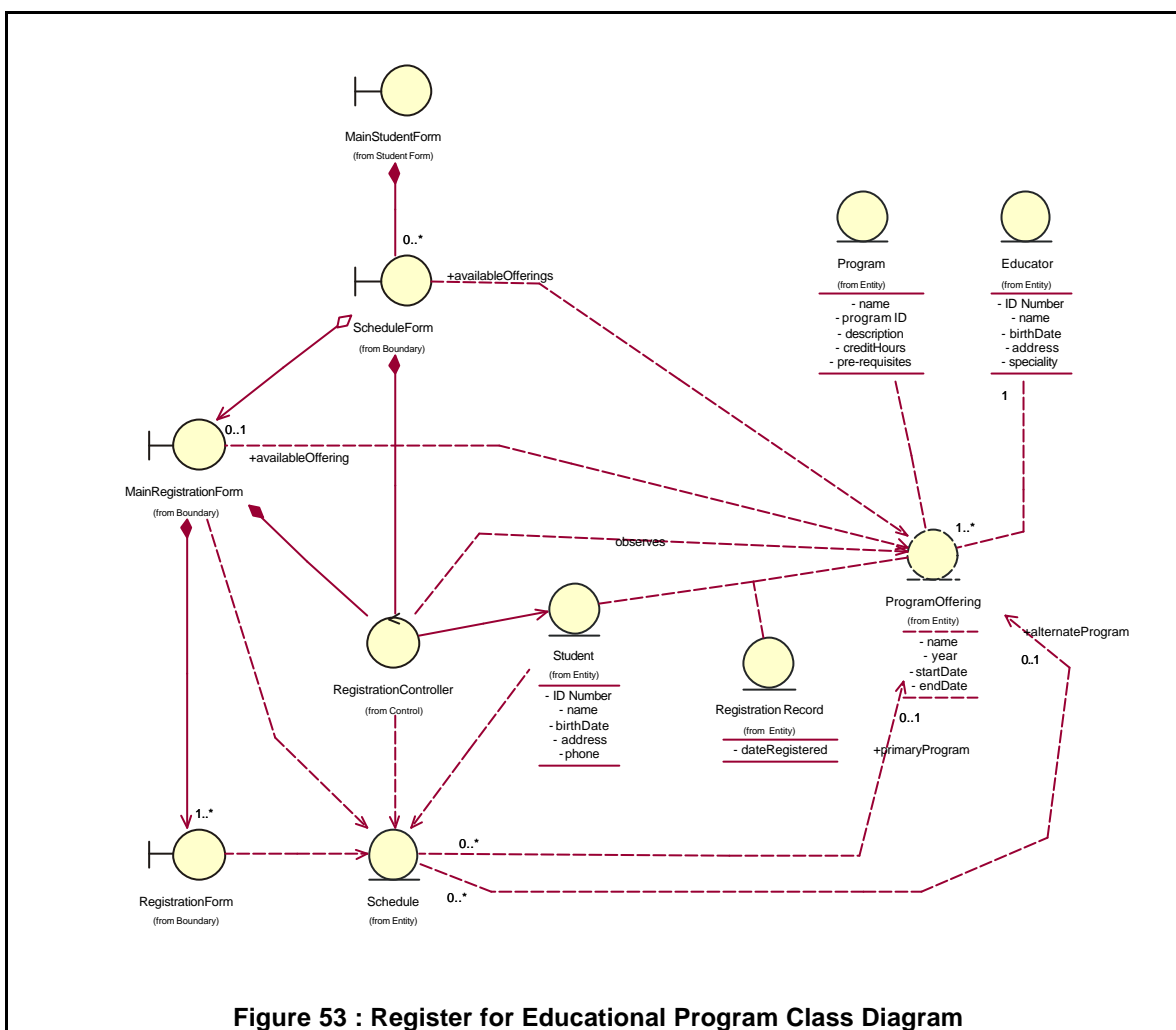


Figure 50 : Logon Sequence Diagram



#### 15.1.2.2 Register for Educational Program





**Figure 53 : Register for Educational Program Class Diagram**

Schedule : The program the Student is enrolled in.

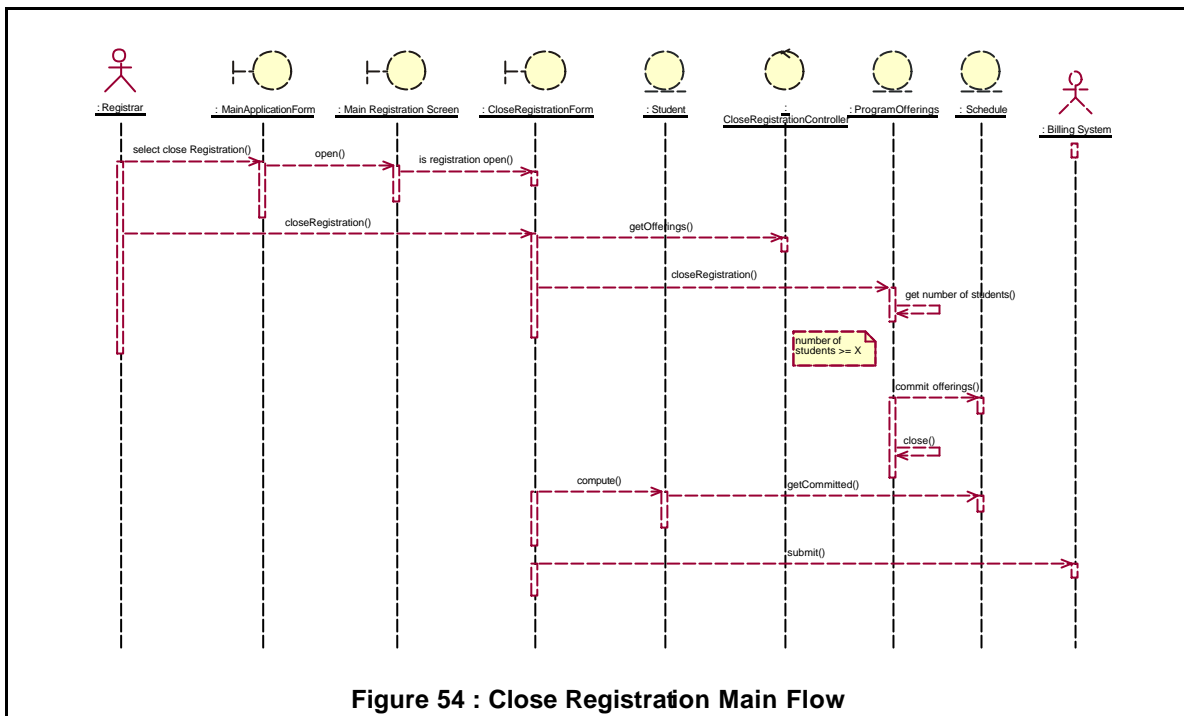
ProgramOfferings : a specific offering for a program, included days and times.

MainApplicationForm : Controls the application interface.

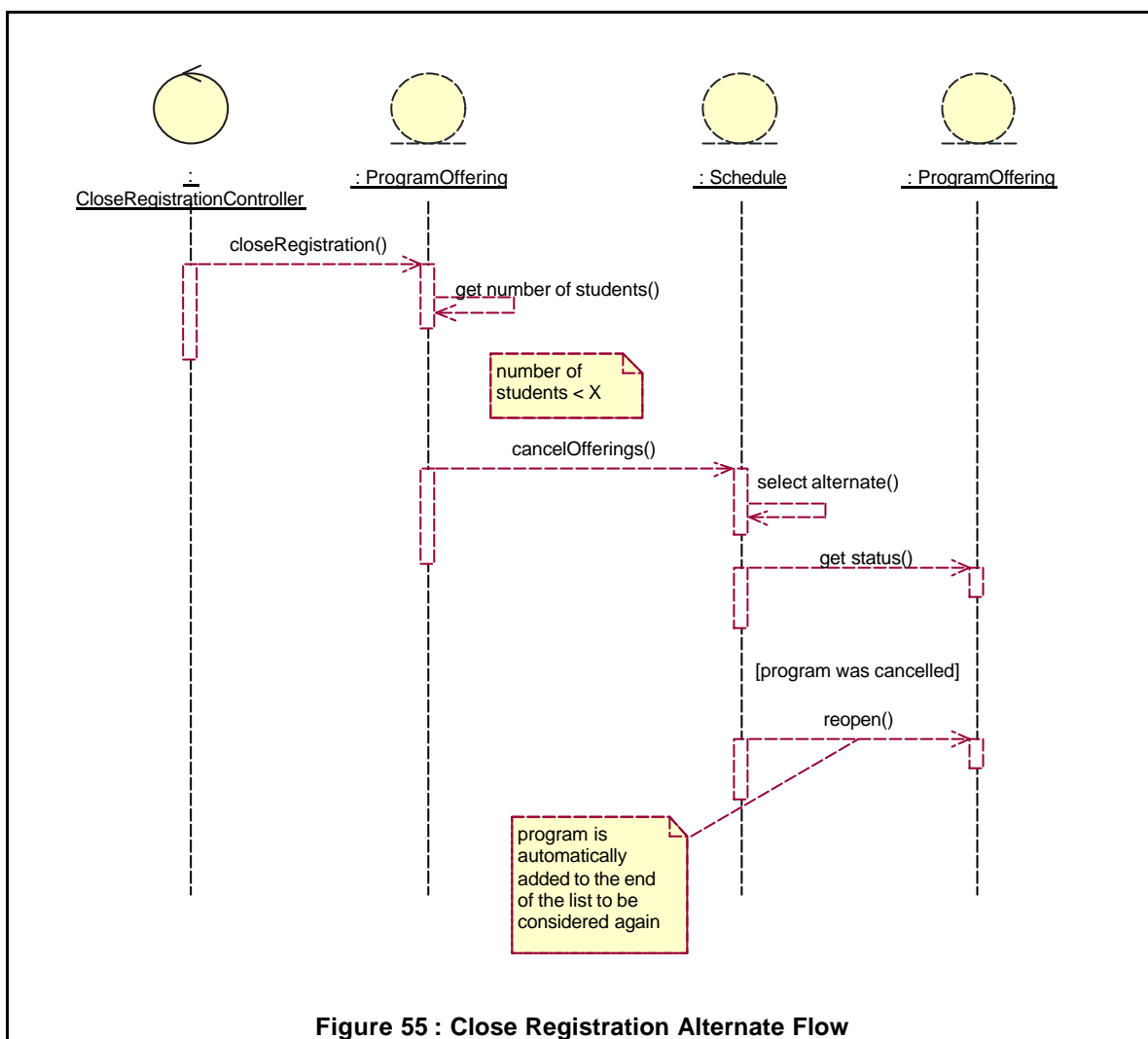
MainTeacherForm : Controls the interface of the Teacher application. Controls the family of forms that the Teacher uses.

RegistrationController : This supports the use case allowing a student to register for Educational Program. The student can also modify or delete program selections if changes are made within the registration time period.

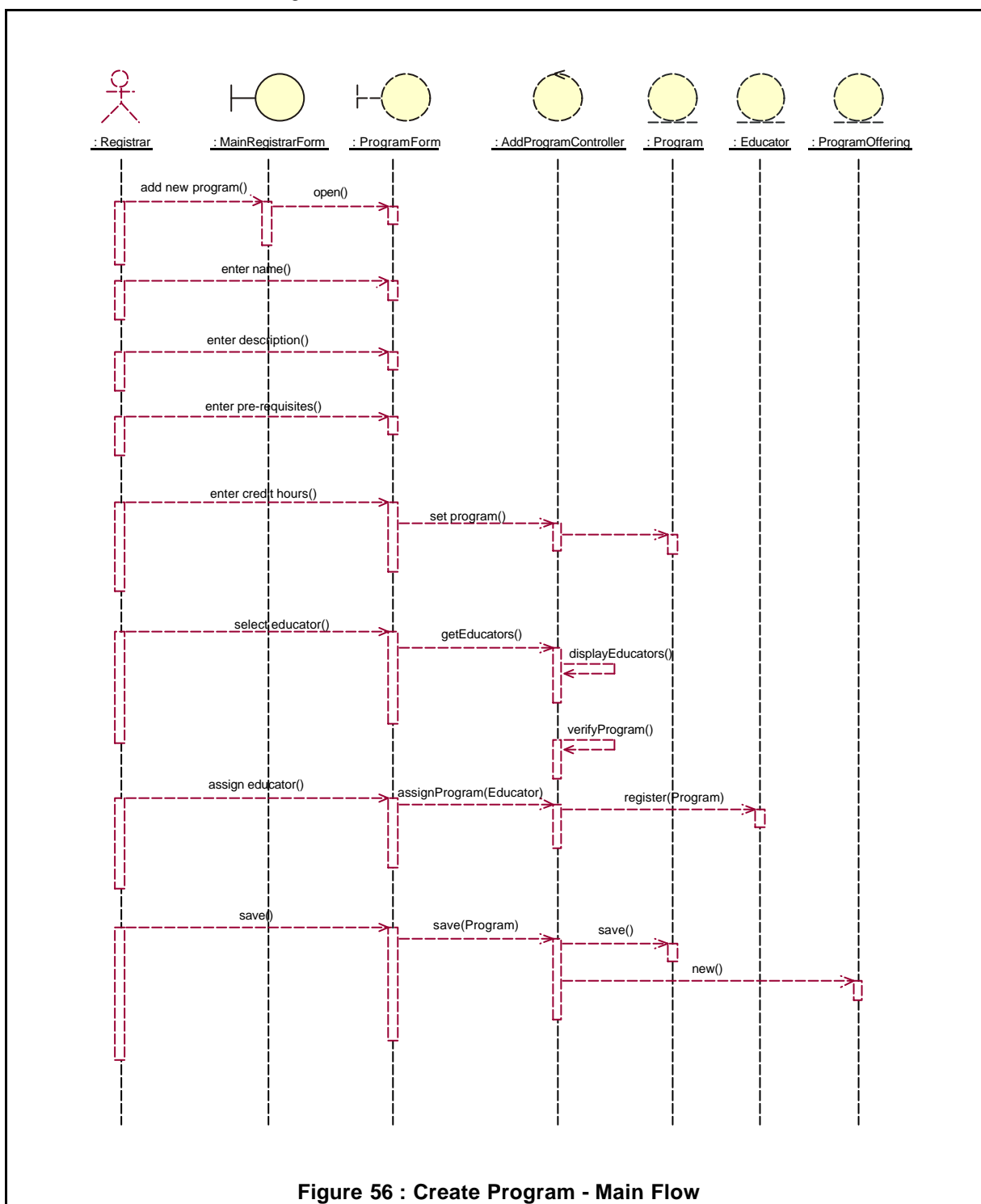
#### 15.1.2.3 Close Registration



This flow branches (below) off the main flow when closing the registration for the program offering that has less X students signed up.

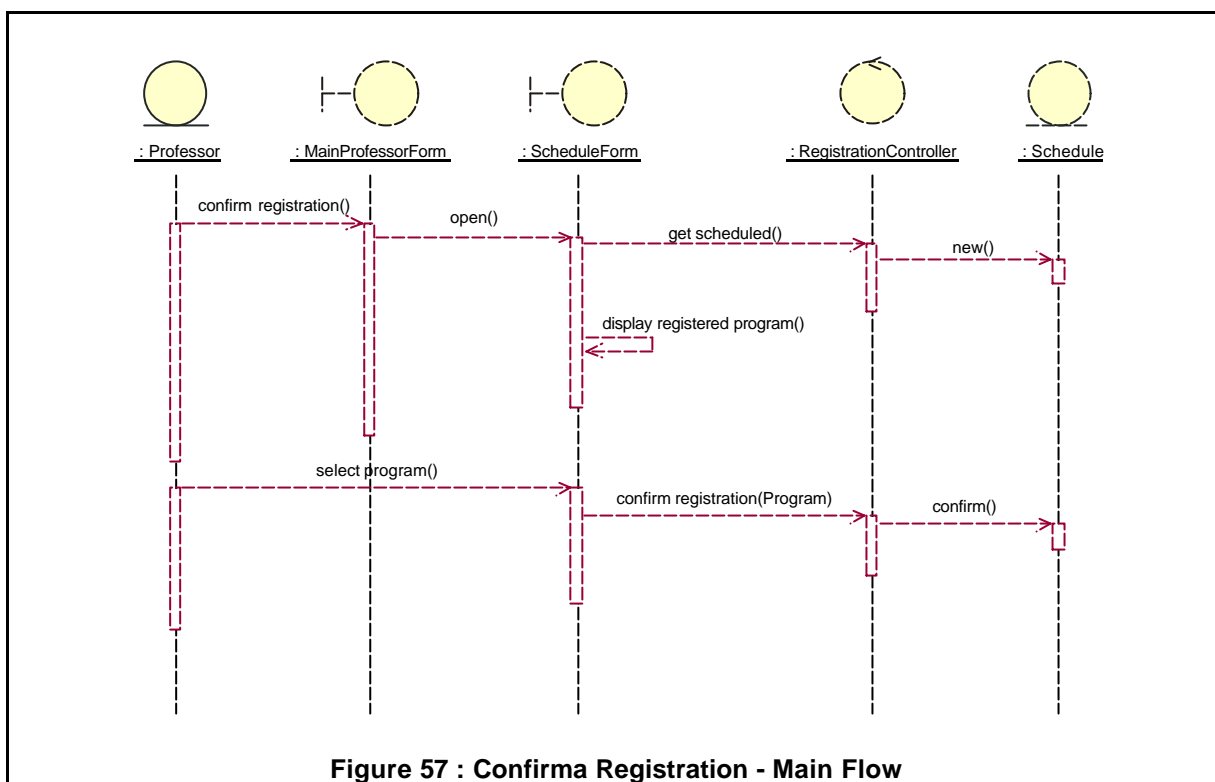


#### 15.1.2.4 Create/Remove Program



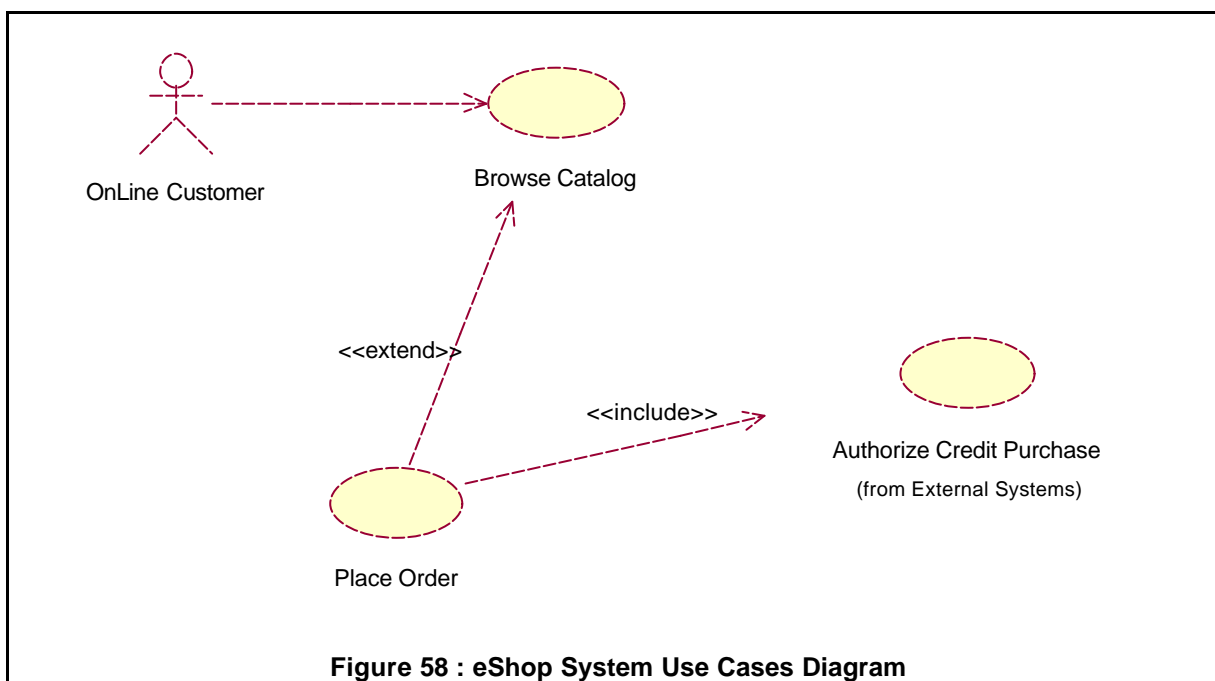
**Figure 56 : Create Program - Main Flow**

#### 15.1.2.5 Confirm Registration



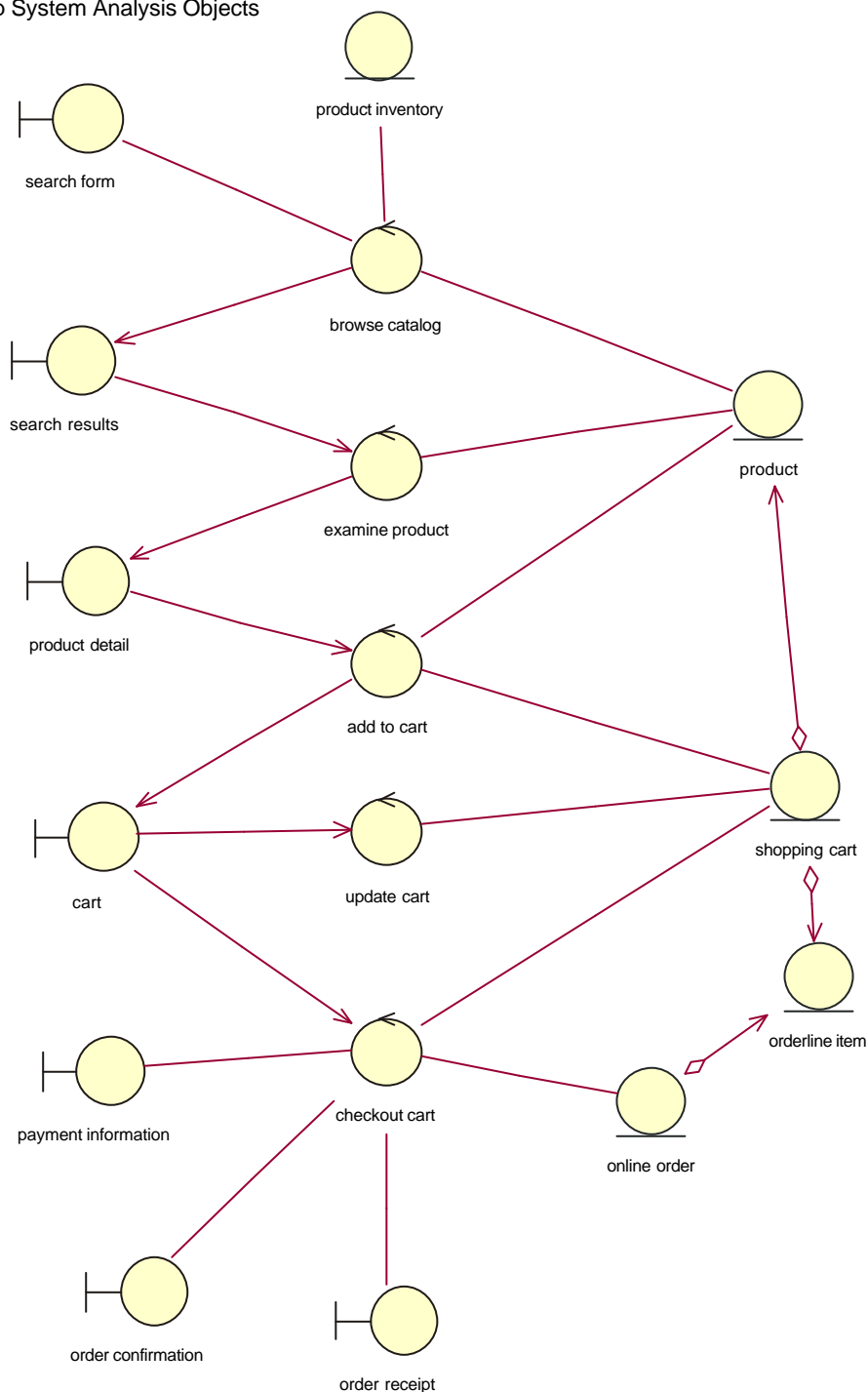
## 15.2 eShop System

### 15.2.1 Use Case Model



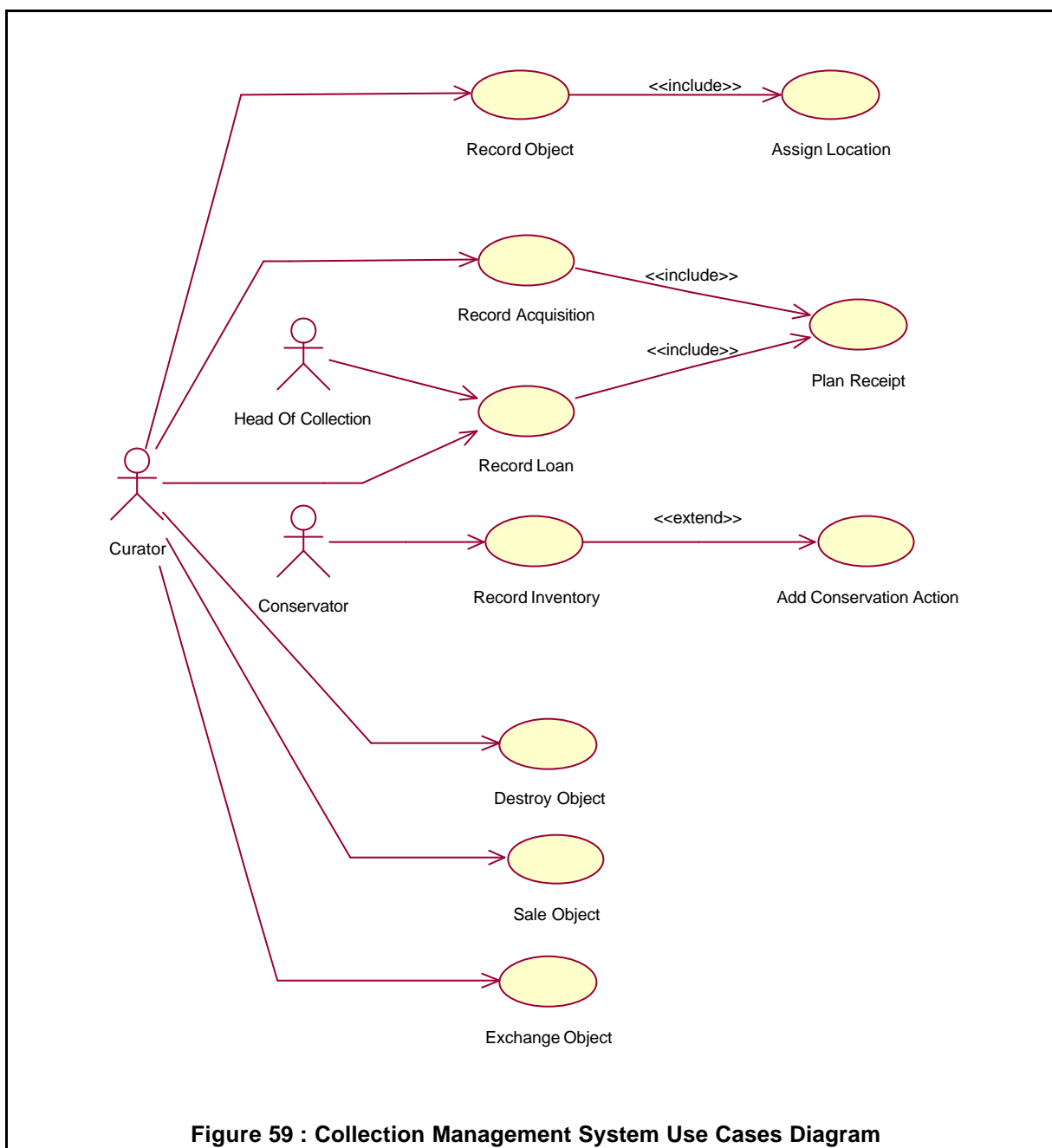
### 15.2.2 Analysis Model

The analysis model represents the system in terms of objects that domain experts know.



The Data Management system is responsible for managing all data related to objects.

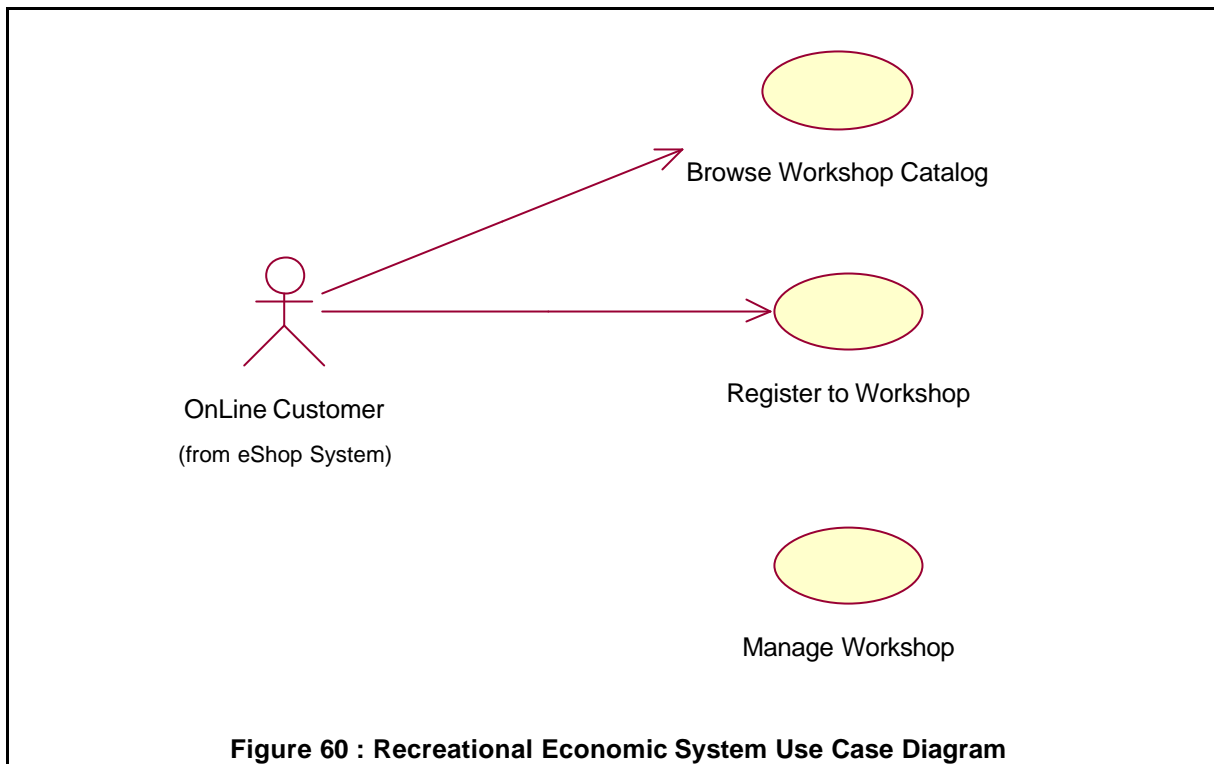
### 15.3.1 Use Case Model



**Figure 59 : Collection Management System Use Cases Diagram**

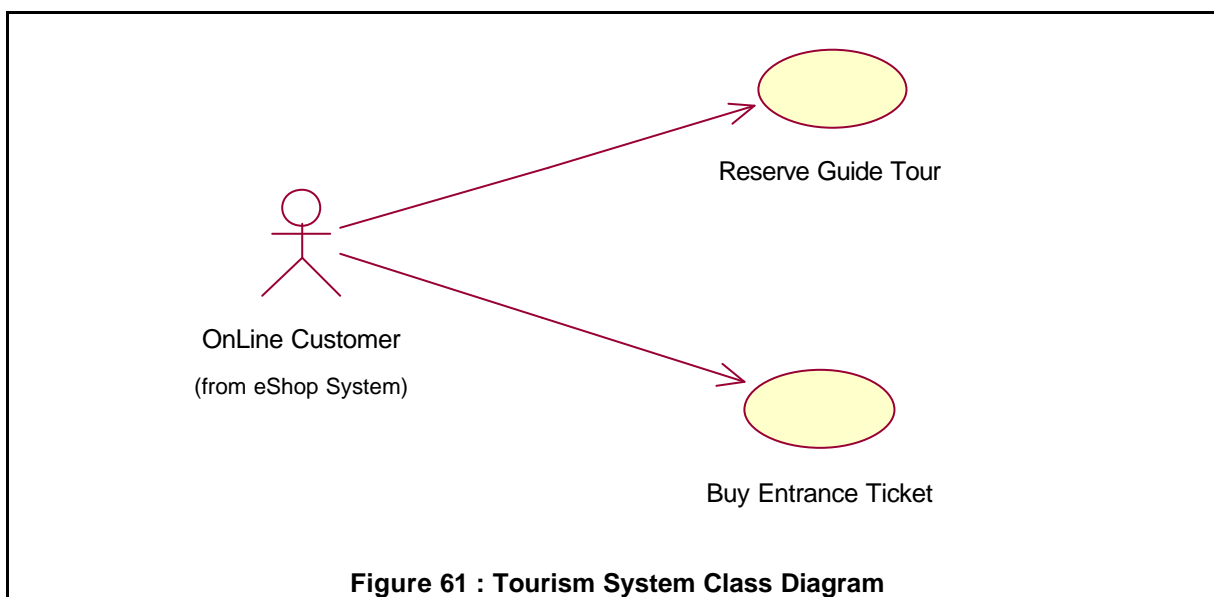
## 15.4 Recreational Economic System

### 15.4.1 Use Case Model



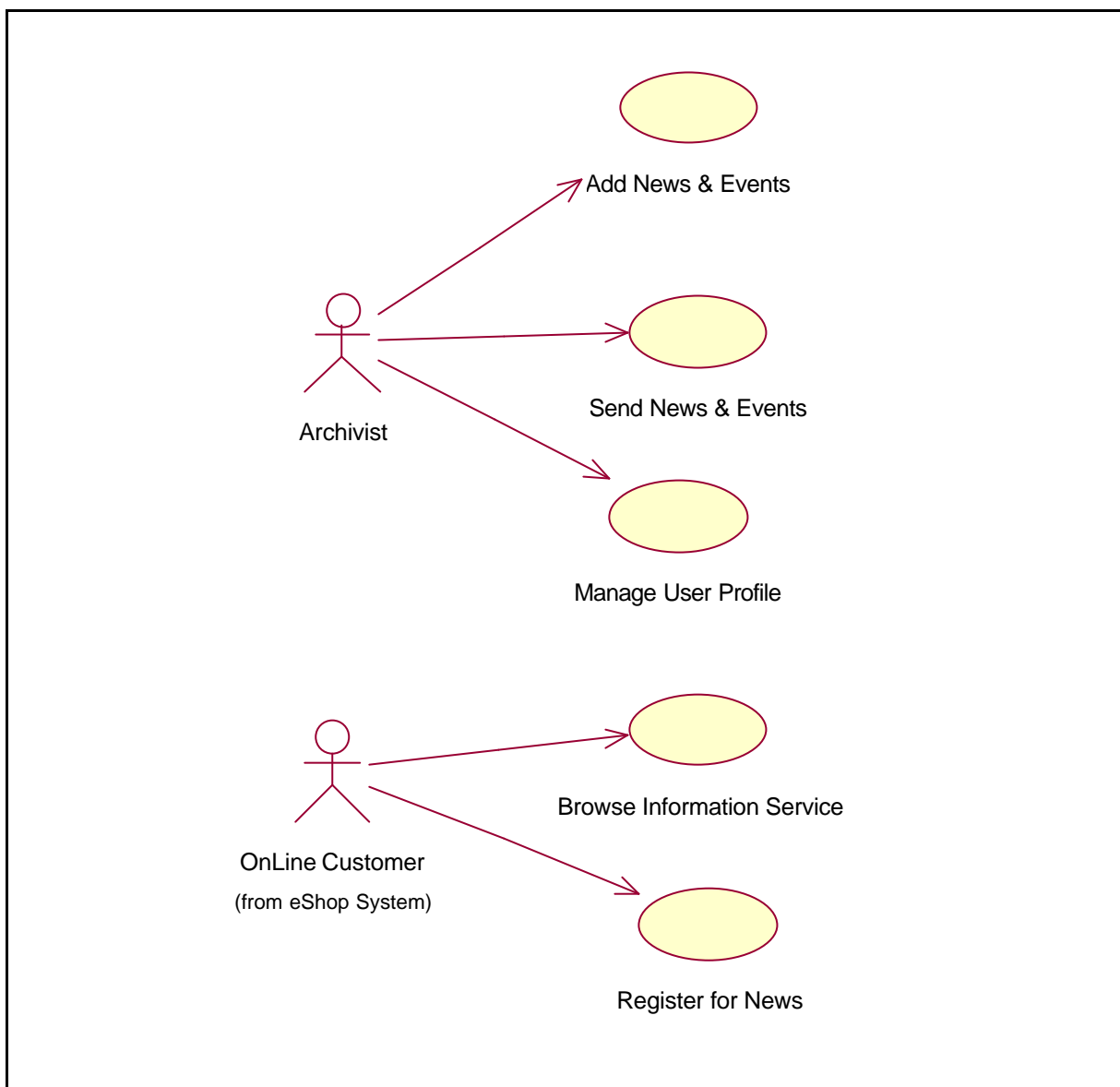
## 15.5 Tourism System

### 15.5.1 Use Case Model



## 15.6 Electronic Information System

### 15.6.1 Use Case Model



## 15.7 Auction System

### 15.7.1 Use Case Model

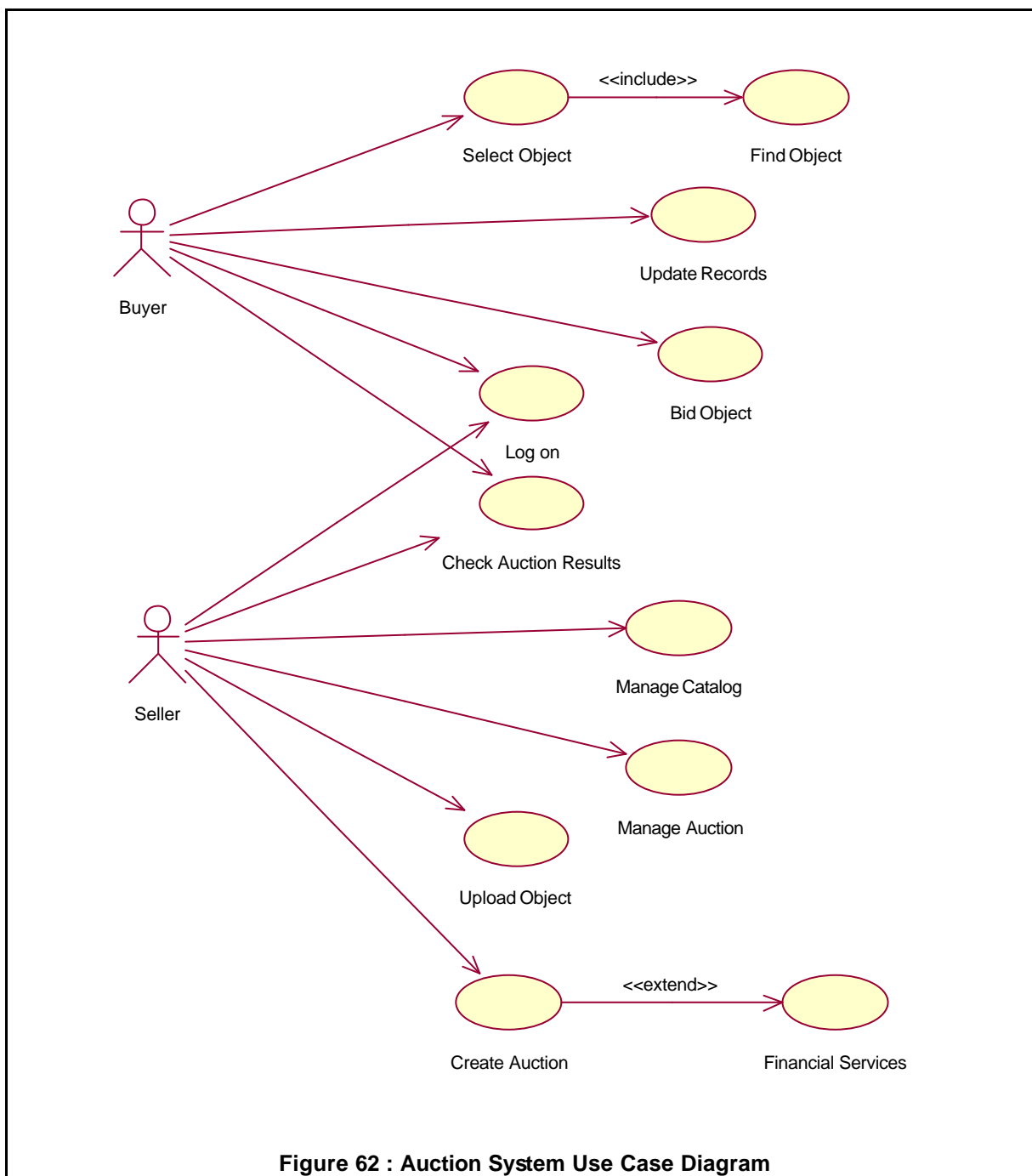
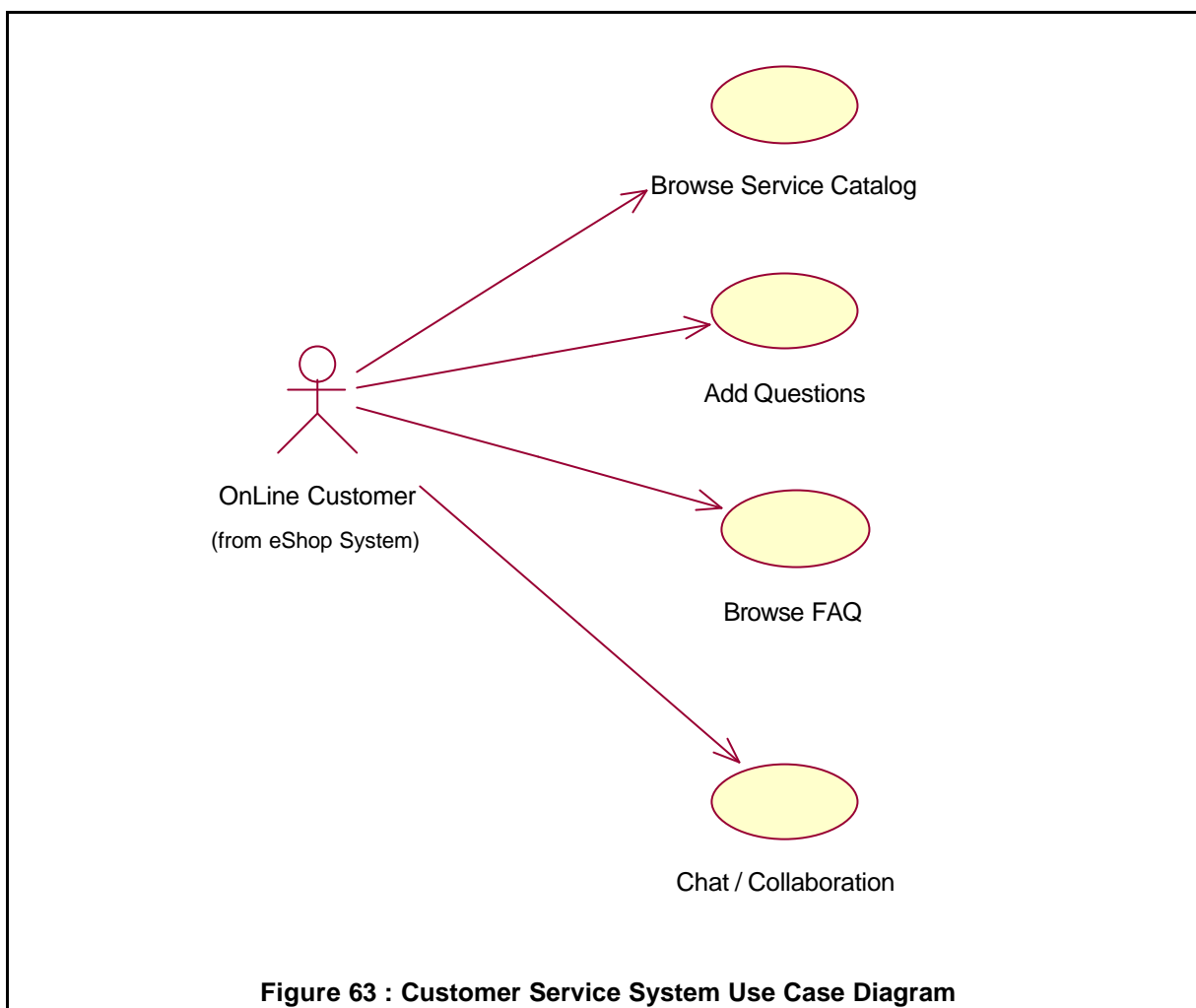


Figure 62 : Auction System Use Case Diagram

## 15.8 Customer Service System

Customer care & problem resolution: This system needs to be able to support dispute resolution and non-repudiation activities, Provide support and helpdesk services. These services can be very technical.

### 15.8.1 Use Case Model

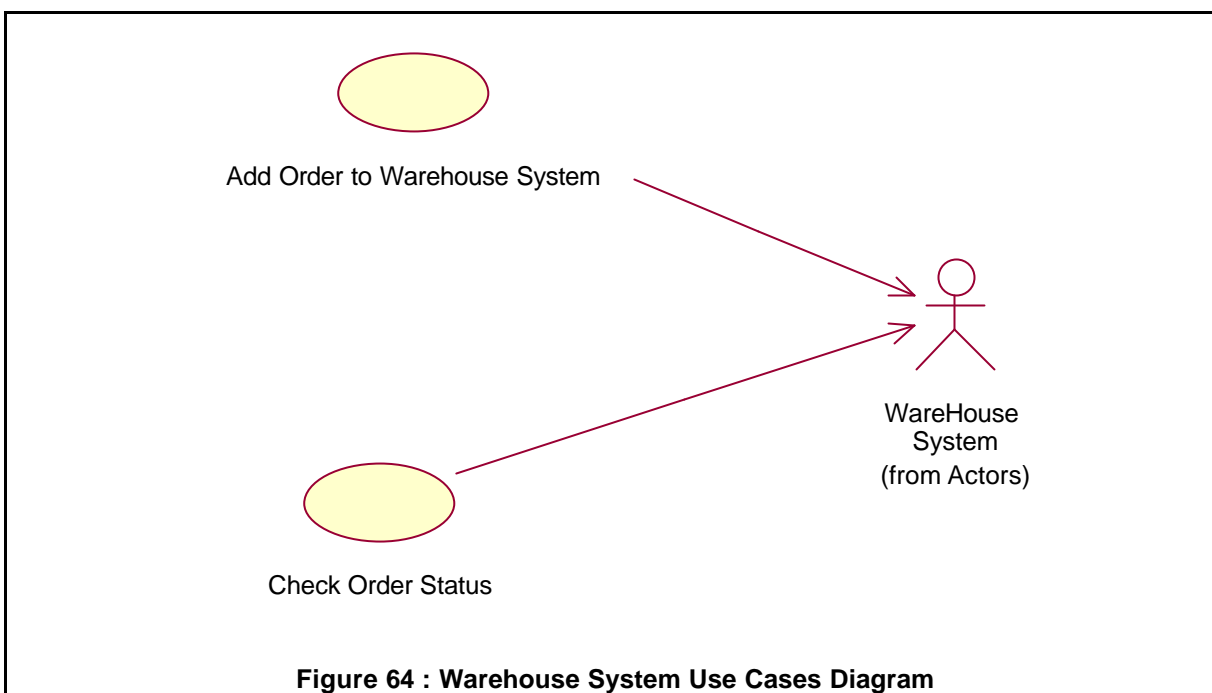


## 15.9 Warehouse System

The warehouse system is responsible for managing all inventory at the corporate warehouse. The warehouse system is updated with all shipments arriving from vendors, and with all outgoing order fulfillments.

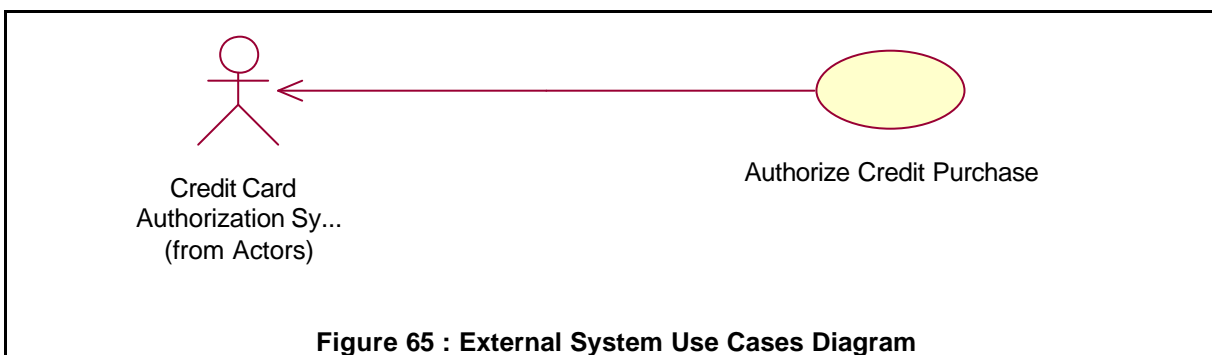
This system provides a listing of new and current orders that need fulfillment.

### 15.9.1 Use Case Model



### 15.10 External System

#### 15.10.1 Use Case Model





## 16 References – Part 1 and 2

### 16.1 Acronym and General References List

ALM	Archives - Libraries - Museums	
AMICO	Art Museums Image Consortium	<a href="http://www.amico.org/">http://www.amico.org/</a>
B2B	Business to Business	
B2C	Business to Consumer	
B4B	Business for Business	
CEE	Central Eastern European	
CH	Cultural Heritage	
CLEA	Collection of Laws for Electronic Access	<a href="http://clea.wipo.int/">http://clea.wipo.int/</a>
CSC	Cultural Service Centre	
DG	Directorate General	
E-Commerce	Electronic Commerce	
EC	European Commission	
ECMS	Electronic Copyright Management System	
EEIG	European Economic Interest Group	
EITO	European Information Technology Observatory	<a href="http://www.eito.com/">http://www.eito.com/</a>
EU	European Union	
HRM	Human Resource Management	
ICC	International Chamber of Commerce	<a href="http://www.iccwbo.org/">http://www.iccwbo.org/</a>
ICT	Information and Communications Industry	
IPR	Intellectual Property Right	
M-Commerce	Mobile Commerce	
OPAC	Online Public Access Catalogue	
SWOT Analysis	Understanding Your Strengths, Weaknesses, Opportunities and Threats	
TIMES	Telecommunication, Internet, Multimedia, E-commerce, Software and Security	
TIP	Technological Implementation Plan	
UBA	Union of Bulgarian Artists	
UCC	Universal Copyright Convention	<a href="http://www.tufts.edu/departments/fletcher/multi/texts/UNTS13444.txt">http://www.tufts.edu/departments/fletcher/multi/texts/UNTS13444.txt</a>



UN	United Nations	<a href="http://www.un.org">http://www.un.org</a>
UN/CEFACT	United Nations Centre for Trade Facilitation and Electronic Business	
UNCITRAL	United Nations Commission for International Trade Law	<a href="http://www.uncitral.org">http://www.uncitral.org</a>
UNIDROIT	International Institute for the Unification of Private Law	<a href="http://www.unidroit.org/">http://www.unidroit.org/</a>
USP	Unique Selling Point	
WIPO	World Intellectual Property Organisation	<a href="http://www.wipo.org/">http://www.wipo.org/</a>
WP	Work Package	
WTO	World Trade Organisation	<a href="http://www.wto.org">http://www.wto.org</a>



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## 16.2 General References for Part 1 – The REGNET Legal Framework

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Die Chancen der EWIV in Österreich. Eine kurze Analyse. Dr. Herbert Gassner. Eisenstadt. 1998

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Österreichisches 521. Bundesgesetz zur Ausführung der Verordnung des Rates über die Schaffung einer Europäischen wirtschaftlichen Interessenvereinigung und Änderung des Firmenbuchgesetzes, des Rechtspflegergesetzes und des Gerichtsgebührengesetzes (EWIV-Ausführungsgesetz – EWIVG)

<http://www.libertas-institut.com/de/EWIV>

The Cordis IPR Helpdesk : EEIG European Economic Interest Group

[http://www.certh.gr/cordis/t\\_en/home.asp.htm](http://www.certh.gr/cordis/t_en/home.asp.htm)

European Parliament Fact Sheets 3.4.2 Company Law

[http://www.europarl.eu.int/factsheets/3\\_4\\_2\\_en.htm](http://www.europarl.eu.int/factsheets/3_4_2_en.htm)

The European Commission, Internal Market "Cross-frontier cooperation: participation of EEIGs in public contracts and programmes financed by public funds"

[http://europa.eu.int/comm/internal\\_market/en/company/company/news/783.htm](http://europa.eu.int/comm/internal_market/en/company/company/news/783.htm)

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## 16.3 General References for Part 2 – Business Process (Re-)Engineering

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International Council on Archives

<http://www.ica.org/>

UNESCO Archives Portal

[http://www.unesco.org/webworld/portal\\_archives/pages/index.shtml](http://www.unesco.org/webworld/portal_archives/pages/index.shtml)

European Policy on Access to Archives

<http://cm.coe.int/ta/rec/2000/2000r13.htm>

Archivschule Marburg



<http://www.uni-marburg.de/archivschule/>

Fachhochschule Potsdam – Archiv-Bibliothek-Dokumentation

[http://www.fh-potsdam.de/~ABD/abd\\_home.htm](http://www.fh-potsdam.de/~ABD/abd_home.htm)

The Academy of Certified Archivists

<http://www.certifiedarchivists.org/>

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## ***Part 3 Market preparation***

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