

## Memorandum of Understanding

The signatories of this memorandum are:

A. **The Chinese Society of Museums in Beijing**, represented by its President Prof. Zhang Bai, Vice Director General of the State Administration of Cultural Heritage and the President of the Chinese National Committee of ICOM.

B. **The Virtual Collection of Masterpieces (VCM)**, represented by Dr. Steven Engelsman, director of "Museum Volkenkunde" (National Museum of Ethnology of the Netherlands), Leiden, the Netherlands, a Leading Partner of the VCM consortium.

Description of the Partners.

**The Chinese Society of Museums** is a not-for-profit Academic Society, responsible for organizing museum related research and academic events and improving the service and academic quality of museums in China.

**The Virtual Collection of Masterpieces** consists of the website <http://masterpieces.asemus.museum> and its content management systems. The VCM displays photographs and descriptions of masterpieces chosen from the collections of contributing museums. The VCM was officially launched and its URL released to the general public on September 13th, 2007 in the Gyeonggi Provincial Museum, Yongin City, Korea.

The initiative to build the VCM was taken by the ASEMUS network of Asian and European museums and the plan was officially announced at the Museum Hopping Conference in Singapore, March 2004. The project was carried out by a consortium of museums from the ASEMUS network.

Understanding that:

- VCM features finest examples of Asian creativity that present

compelling masterpieces and information intended for a general public and especially for educational activities.

- VCM promotes and enhances communication and cooperation between Asian and European museums.

- VCM will enhance people's understanding of the Chinese time-honored history and splendid civilization.

The partners agree that:

The Chinese Society of Museums will add between 30 and 40 Chinese Museums as contributors to the VCM before the ICOM General Conference in Shanghai in November 2010. This includes providing images and texts of 25 Masterpieces of each museum to the VCM database.

The VCM will include the images and texts of the Masterpieces in its database and will make the Chinese contribution a special focus on the General Conference of ICOM in Shanghai in November 2010.

Realising that:

Language may be an important challenge, because the texts will have to be in Chinese and English.

It is the experience of the VCM that more museums will participate if assistance with regard to language and internet-related issues is offered on the spot.

The VCM and the Chinese Society of Museums therefore will organise:

Three workshops in China in each of which at least ten Chinese museums will provide images and texts in Chinese, following the VCM text format. A VCM team will assist Chinese curators with translation and editing in English and uploading the necessary data to the VCM database.

### Costs:

The Chinese side will bear all costs involved in producing the images and texts and provisions for Chinese participation in the workshops. The Chinese side will also organise the workshops and provide a room with Internet-connection.

The VCM side will bear the costs of the VCM team that will assist with translation, editing and uploading during the workshops. These costs will cover travel and room and board of the VCM team and all technical costs of including Chinese museum's data in the VCM.

### Agreement on contributed material.

The Contributing Museums and the VCM agree the following with regard to the images and texts:

1. Contributors to the VCM project agree to provide information about 25 masterpiece objects in their collections and associates images ("Contributed Material") to the VCM project for use and distribution from the VCM Website.
2. Contributors agree to make the Contributed Material available to the VCM Project in the quantity, manner and formats agreed upon by the project Consortium. Initially this is 25 objects and up to 6 images associated with each object. In future it may be possible to contribute more. There must be at least 1 image for each object.
3. Contributors agree to provide Contributed Material during the project without fee or royalty payments.
4. Each contributor warrants and represents that it either owns the rights to the Contributed Material or has obtained all necessary rights for the Contributed Material to be used in the project. The VCM Consortium agrees that it will not use the Materials contributed by the other Consortium members for any purpose other than as set forth in this Agreement.
5. Each contributor agrees that during this project some or all Contributed Material may be disseminated publicly for general use, enjoyment and education purposes. It may also be used in VCM promotional materials such as brochures. Material distributed in these manners will be protected by copyright in the case of promotional

materials and for online use licensed for viewing and further use under a Creative Commons license. The text of the license is viewable at <http://creativecommons.org/licenses/by-nc-sa/2.5/> It specifies that a viewer is free to copy, distribute, display, and perform the work and to make derivative works under the following conditions:

**Attribution.** A viewer or re-user must attribute the work in the manner specified by the author or licensor.

**Noncommercial.** A viewer or re-user may not use this work for commercial purposes.

**Share Alike.** If a viewer alters, transforms, or builds upon this work, they may distribute the resulting work only under a license identical to this one.

For any reuse or distribution, a re-user must make clear to others the license terms of this work. Any of these conditions can be waived if a re-user gets permission from the copyright holder. A viewer's fair use and other rights are in no way affected by the above.

6. If for any reason a Contributor is unable or unwilling to continue participating during the life of the VCM project and withdraws, that contributor agrees that the Contributed Materials up to that point will continue to be available for the duration of the VCM project, except that any Contributor may, at any time, withdraw specific Contributed Material(s) that it contributed to the project if it becomes aware of any copyright, privacy, or other legal concerns associated with such Material(s).

Signed on 9 November 2009 in Shanghai.

The Chinese Society of Museums:

Prof. Zhang Bai

The Virtual Collection of Masterpieces consortium:

Dr. Steven Engelsman

## 理解备忘录

### 备忘录签订方：

甲方：中国博物馆学会

由中国博物馆学会理事长、中国国家文物局副局长、国际博协中国国家委员会主席张柏先生代表

乙方：精品在线

由荷兰国家人类学博物馆馆长，精品在线首席合作者史蒂文·英格斯曼先生代表

### 签订方描述：

中国博物馆学会作为一个非盈利性学术团体，负责在中国组织博物馆进行学术和研究以改善博物馆的服务和学术水平。

精品在线由域名为 <http://masterpieces.asemus.museum> 的网站和它的内容管理系统。精品在线于 2007 年 9 月 13 日在韩国正式上线。

### 双方同意：

中国博物馆学会将在国际博协 2010 年上海大会之前为精品在线增加 30 至 40 个中国博物馆用户，每个用户须为精品在线数据库提供 25 个馆藏精品的照片和说明。

精品在线将把这些用户提供的资料整合到数据库中，并在国际博协 2010 年上海大会时，为中国提供一个专版。

双方将会在中国组织三个工作室，每个工作室协助至少 10 个中国博物馆用户完成上传照片和说明的工作。精品在线团队将协助中国方面进行英语翻译、编辑及资料上传。

### 费用：

中方将承担包括照片拍摄、说明撰写及工作室中方参与者的所有费用。中方也应为有关工作室提供带有网络接入的办公室。

精品在线将承担负责英语翻译、编辑及资料上传的精品在线团队的所

有费用。费用包含团队旅费、住宿费和技术花费。

对于上传资料，双方同意：

1. 各用户同意在精品在线上发布 25 个馆藏精品的照片和说明。
2. 各用户同意为精品在线提供符合要求的资料。1 个馆藏精品应有 6 张相关图片（至少 1 张）。
3. 精品在线同意在项目期内向用户免费提供上传材料。
4. 各用户保证对于上传物品都拥有必要权利。精品在线同意除此协议规定的范围，精品在线组织的任何成员不会以其他任何目的使用上传材料。
5. 各用户同意在项目期间，部分或所有的上传资料可公开用于普通用途，娱乐和教育的目的，也可被用于精品在线的宣传材料。
6. 如因任何原因，在项目期内，用户不能或不愿继续参与项目并要求撤回材料，用户应同意已上传的资料将在项目期内继续参与项目，除非用户因某馆藏精品存在任何版权、隐私或其他法律问题需要撤回。

张柏

A handwritten signature in cursive script, appearing to read "Karen Stephens".