



MIMO Data Provider Agreement

Parties

MIMO (Musical Instrument Museums Online)

Address: University of Edinburgh, Main Library
30 George Square, Edinburgh EH8 9LJ
UK

Phone: +44 131 650 6823

URL: [www. www.mimo-international.com](http://www.mimo-international.com)

On behalf of MIMO Consortium

Name of authorised Person: Jacky Macbeath

Title/Role in organisation: Head of Museums

Work Phone: +44 131 6503412

Work Email: Jacky.MacBeath@ed.ac.uk

Hereafter named: 'MIMO'

And

Name of organisation:

Address:

Phone:

Fax:

Email:

URL:

On behalf of the Data Provider

Name of authorised Person:

Title/Role in organisation:

Work Phone:

Work Email:

Hereafter named: 'Data Provider'

The Parties, wishing to cooperate in order to fulfil the mission of MIMO, agree to the following:

Article 1 Preamble:

1. The MIMO Consortium (hereafter referred to as 'MIMO') operates the website www.mimo-international.com that provides search and browse functionalities giving access to content held by its data providers. This happens by ingesting, indexing, enriching and making available descriptive metadata that is provided to MIMO by its data providers.
2. MIMO requires data providers to supply descriptive metadata referring to digital content. It does not require the providers to supply digital content: i.e. photographs, audio and video files.
3. Data providers can control the quality and the quantity of the metadata that they provide to MIMO and that MIMO will make available online, however, we do stipulate that while existing digital images can be used, any new images must meet the [MIMO Digitisation Standard](#).
 - i) With regard to quality, data providers are not required to provide the complete metadata sets pertaining to content that they want to make accessible via www.mimo-international.com. They can choose not to provide information that they deem to be too sensitive for automated enrichment and free online availability. They can also choose not to provide elements that are commercially valuable or too extensive to be considered metadata. Further guidelines are available in [Specifications of the Common Data Model for the Description of Musical Instruments](#)
 - ii) With regard to quantity, data providers are free to select those parts of their collections for which they want to provide metadata. Providing metadata for part of a collection does not create the obligation to provide metadata for the complete collection.
4. To be able to achieve its mission MIMO will make the metadata it receives available on www.mimo-international.com and for European collections, this will also be made available through Europeana.eu, through the Europeana API and as Linked Open Data without imposing any restrictions on its re-use.

Article 2 Definitions

1. Agreement: 'MIMO Data Provider Agreement', i.e. this document.
2. Attribution: Keeping Attribution information intact is a requirement for Third Parties and MIMO. Attribution is considered "proper Attribution" when all available Attribution information is kept intact when making available Metadata or Previews. Attribution may include multiple people or organisations, including the Data Provider and Data Aggregator. Both the ESE and EDM metadata specifications contain details of how to transmit simple and

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multiple Attribution information to MIMO.eu.

3. CC0 1.0 Universal Public Domain Dedication: The Creative Commons Universal Public Domain Dedication as published at: <http://creativecommons.org/publicdomain/zero/1.0/> and included with this document in annex 1.
4. Content: The digital objects that can be accessed through Metadata. Content is typically held on Data Providers' and Aggregators' sites. Content is typically defined by its individuality and cultural, intellectual or artistic expression. Content has a reference to an individual object in the real world or is born digital.
5. Data Aggregator: Organisation that collects, formats and manages Data from Data Providers before submitting Data to www.mimo-international.com.
6. Data Provider: Organisation that submits Data to Aggregators or directly to www.mimo-international.com.
7. Derivative: Data is considered Derivative (data) if it is based upon one or more pre-existing Data, such as a translation, condensation, or any other form of transformation or adaption.
8. MIMO: the consortium of museums in charge of www.mimo-international.com
9. End Users: Members of the public who use www.mimo-international.com.
10. www.mimo-international.com: The MIMO website, its data and its machine interfaces (note: The specific URL may change in later iterations of the site).
11. MIMO Data: The merged and semantically enriched data accessible via www.mimo-international.com, based on Metadata from Data Aggregators and Providers, including Metadata generated by www.mimo-international.com, but excluding Previews.
12. Metadata: Metadata is information about Content, describing its characteristics to aid in its identification, discovery, interpretation and management. Metadata is given to www.mimo-international.com and drives discovery of Content held at the Data Provider's/Aggregator's site.
13. Preview: General term including thumbnail, audio and moving image preview.
14. Public Domain: Metadata, Content or Previews for which copyright protection has expired or which never was subject to copyright protection because of lack of originality.
15. Third Party: Any physical or moral person who is not party to this Agreement
16. URI: Uniform Resource Identifier, URLs (Uniform Resource Locators) are URIs.

Article 3 Licence of rights on Metadata

1. Metadata submitted to MIMO is used to produce MIMO Data. MIMO Data is accessible via www.mimo-international.com and, in the case of European collections, to europeana.eu, the Europeana API and is made available as Linked Open Data
2. In order to make this possible, the Data Provider hereby grants MIMO a non-exclusive, worldwide, royalty free licence on copyright, related rights and the sui generis database right for the duration of this agreement, whereby MIMO shall have the right:
 - a. to publish, make available, reproduce, distribute, display, transmit, extract, re-utilise and store the Metadata and its Derivatives in all forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world;
 - b. to translate the Metadata (or authorise others to do so) into other languages, create adaptations, summaries, combinations, or extracts of the Metadata or other Derivatives based on the Metadata and exercise all of the rights set forth in (a) above in such translations, adaptations, summaries, combinations, extracts and Derivatives;
3. MIMO shall grant the Data Provider the same rights as specified in subsection 2. above, with respect to the MIMO Data that it makes available via www.mimo-international.com

Article 4 Rights pertaining to Previews

1. By providing Preview Images (hereafter referred to as Previews) to MIMO, Data Providers grant MIMO the right to store, transform and to make available these Previews on www.mimo-international.com. MIMO will only use the Preview in relation to the Content item it represents.
2. If instead of submitting a Preview the Data Provider provides a reference to an external resource (such as a media file or an embeddable player) the external resource will be made accessible on www.mimo-international.com. The external resource itself will not be stored by MIMO and will not become part of MIMO Data.
3. Data Providers grant MIMO the right to make available the URI of the Preview or the URI pointing to the embeddable player as Linked Open Data.
4. End Users of www.mimo-international.com can use the Previews under the terms specified by the Data Provider through the MIMO: rights value (or equivalent values in later iterations of the data model)

Article 5 Use of Metadata by Third Parties

1. By providing Metadata to MIMO, Data Providers do not grant any explicit rights to the Metadata to any other parties than MIMO.
2. However, Data Providers understand that MIMO makes available MIMO Data that is based on the provided Metadata and can contain verbatim reproductions of Metadata provided by Data Providers on www.mimo-international.com, in the form of Linked Open Data (that is in the form of data accessible via web URIs to Third Parties without any restrictions on reuse by Third Parties)
3. To communicate that MIMO Data can be used free of restrictions MIMO will label the MIMO Data as free from restrictions by applying the CC0 1.0 Universal Public Domain Declaration to all data made available on www.mimo-international.com.

Article 6 Other rights of Data Provider

No other rights than those mentioned in the articles 3, 4 and 5 above are conferred on MIMO by the Data Provider, through this Agreement.

Article 7 Moral rights

This Agreement does not affect any moral rights of the Data Provider or any other party that may persist in or to the Metadata. More specifically, the Data Provider and the appropriate party assert their right to be identified as the author and the right to object to derogatory treatment.

Article 8 Obligations of the Data Provider

1. The Data Provider agrees to abide to the timeframe, the Metadata specifications and formats and other indications of MIMO.
2. The Data Provider warrants that, to the best of its knowledge, the use of Metadata as well as the creation and use of Previews, based on the original Content, do not constitute:
 - (a) A violation of the intellectual property rights of Third Parties;
 - (b) An infringement of personality, privacy, publicity or other rights (slandering, private life, etc.);
 - (c) An infringement of public order or morality (hate speech, obscenity, etc.).
3. Metadata is deemed accepted whenever MIMO is of the opinion that the Metadata meets the specific or usual quality requirements and conditions.
4. The Data Provider must make best efforts to ensure the correctness of rights information, including machine readable rights information and mark-up.
5. The Data Provider must make best efforts to identify Content, which is in the Public Domain.

Article 9 Obligations of MIMO

1. MIMO must give proper Attribution on www.mimo-international.com of the Data Provider and/or Aggregator submitting the Metadata and/or the Previews.
2. In case the Agreement is not renewed pursuant to article 11, or is terminated pursuant to article 13 below, it shall be the responsibility of MIMO to remove the Metadata (if required, by either party) from www.mimo-international.com within a reasonable timeframe from the date of termination of the Agreement.
3. MIMO holds the Data Provider free and harmless of any action, recourse or claims made by any Third Party due to the non-observance of MIMO's obligations under this Agreement.
4. In addition to regular harvesting of Data Providers Metadata, MIMO shall collaborate with the Data Provider, upon the latter's request, for the correction, update and removal of Metadata provided by the Data Provider.
5. Whenever MIMO creates translations based on Metadata provided by the Data Provider, MIMO shall indicate alongside such translations that a translation has been made.
6. MIMO shall ensure that future versions of the Metadata specifications and formats are backwards compatible with the Metadata specifications and formats in place at the time of concluding this Agreement.

Article 10 Liability Disclaimer

1. Except to the extent required by applicable law, in no event will MIMO be liable on any legal theory for any special, incidental, consequential, punitive or exemplary damages arising out of this agreement or the use of the Data, even if MIMO has been advised of the possibility of such damages. In particular, MIMO will not be liable for the following:
 - (a) Accuracy, completeness, etc. of MIMO Data;
 - (b) Mistakes, omissions, interruptions or suppression of data representations within MIMO Data or the search results on www.mimo-international.com;
 - (c) Any infringement of privacy, publicity or other rights;
 - (d) Any use by Third Parties that goes beyond the rights expressed in this agreement;
 - (e) Re-use of material by Third Parties in obscene material, hate speech, etc.
2. The Data Provider holds MIMO free and harmless of any action, recourse or claims made by any third party due to the non-observance by the Data Provider of its declarations and guarantees written in the above article.

Article 11 Duration of the Agreement

The Agreement shall end on the 31st December 2021, the end of the period covered in the MIMO Level 2 Sustainability Agreement. Any party wishing to withdraw from this agreement is required to give written notice at least three months before the end of the current Agreement. A revised agreement will be circulated three months before the expiry date of the current Agreement for signature by all parties.

Article 12 Modification of Agreement

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by the parties. Any modification proposed by MIMO must be notified to the Data Provider who then has two months from the date of reception of the notice to accept or reject the new agreement. If the modifications are not accepted in writing within this period by the Data Provider, the modifications are presumed rejected.

Article 13 Termination

1. The rights granted by the Data Provider to MIMO end when this Agreement is terminated or no longer renewed.
2. Either party may terminate this Agreement at any time on the material breach or repeated other breaches 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 (30) days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach.
3. This Agreement may be terminated by either party on written notice if the other party becomes insolvent or bankrupt, if the Data Provider's project ends or if the Data Provider withdraws or ceases operations. The termination will become effective thirty (30) days after receipt of the written notice.
4. Termination of this Agreement does not affect any prior valid agreement made by MIMO with Third Parties.
5. Termination of this Agreement puts an end to any action, recourse or claim that the parties may have entertained against each other pursuant to this Agreement.

Article 14 Miscellaneous

1. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

2. Mandatory national law

Nothing in this Agreement shall be deemed to require the Data Provider to breach any mandatory statutory law under which the Data Provider is operating.

3. Language

This Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

4. Applicable law

This Agreement shall be construed in accordance with and governed by the laws of Scotland.

5. Settlement of disputes

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be referred to mediation. The outcome of the mediation process will be binding on the parties.

The place of mediation shall be Edinburgh if not otherwise agreed by the conflicting parties.

Nothing in this Agreement shall limit the Data Provider's right to seek injunctive relief in any applicable competent court of law. The commencement of mediation will not prevent the concerned Data Provider from commencing or continuing court proceedings.

Article 15 Final clause

This Agreement enters into force as of the date of signature of the parties.

Signed by both parties:

Date:

Data Provider:

Date:

MIMO:

Sustainability Level 2 Agreement Membership Rates– 2016 – 2021

Level 1 Membership

Museums wishing to participate in the ongoing development and decision making process of MIMO should make a contribution equal to the amount agreed at the 2015 AGM, i.e. 2000 euros for a five-year period. Each level 1 contributor shall have its logo on the front page of the MIMO web site, along with the phrase “MIMO is supported by . . .”

Level 2 Membership

A lower level contribution minimum of 500 euros for a five-year period will facilitate the ongoing delivery and update of online content only, i.e. no involvement in the development and decision making process of MIMO

Level 3 Membership

Zero contribution will mean that museums can add their collection but data will remain static.

This arrangement covers the period 2016 – 2021. For museums joining MIMO after 2016, contributions for Levels 1 and 2 will be reduced on a pro-rata basis, according the point in the five-year period where they join, i.e. –

Level 1: 2016 = 2000 euros, 2017 = 1600 euros, 2018 = 1200 euros, etc.

Level 2: 2016 = 500 euros, 2017 = 400 euros, 2018 = 300 euros, etc.

Payment will be by invoice from Philharmonie de Paris.