

**MINUTES OF THE SPECIAL MEETING
RE: DROUIN DIGITIZED FILMS
MARCH 12, 2005**

Meeting was called to order by President Pauline Cusson at 2:10 PM

Board members present: Julie² Smith, Lorette Leafe, Gerry Savard, Connie Hamel, Lorraine Huppe, Roger Lanctot and Muriel Normand.

Absent: Jeanne Boisvert, Gerry Lalonde, Paul Lambert, Rick Guilmette

ACGS members present: Al Hamel, Bob Paquette, Constance Hebert, Benoit Shoja(Sp), Craig Donais and Larry Autotte.

The meeting began following a presentation by Jean Pepin of the digitized Drouin films.

- There is more data on the digital version than the original films
- There are 3,600,000 images, each with 2 pages.
- The quality is the same if not better than the films.
- The set up is simple and consistent; the system is alphabetized by town, then parish, then year, with each folder containing a decade.

Pepin presented his proposal, with translation by Claude Drouin. Essential elements include:

1. If we commit to purchase today, we can purchase in Canadian funds, yielding an approximate \$22,000.00 savings on the \$125,000 US price based on the exchange rate at final payment. The cost of purchasing in parts is prohibitive since he charges \$.10 per image.
2. We cannot have exclusive rights to the product, period.
3. The product can be networked within the library on our server only. He has the exclusive right to place it on the Internet. Use on an Intranet or closed circuit server is prohibited by contract.
4. He will not commit to a specific time frame before placing his product, if at all, on the Internet for paid access, although his preference is to sell to societies, government organizations and educational institutions. If however, this is the only way he can recover his costs, he will do so with no regard for the impact on our sales of the images.
5. The product is copyrighted in Canada to Pepin as an individual, thus he has the sole right to sell.
6. The contract, written in French, clearly states what one can and cannot do with the product. He will not sign a contract written in English.

Discussion

Internet, Intranet, remote access, and subscription issues:

- Lack of access would limit service to our far away members, except through the Research Dept.
- Can we recoup our costs without a guaranteed time frame before it appears on the Internet?
- Questions regarding intellectual property laws in the US and the provisions of the contract.

Contractual issues:

- Inability for many of our members, including board members to read in French. The contract was roughly translated and explained to the membership by Pauline Cusson and Craig Donais.
- Provisions explain exactly what our rights are and what they are not. We need to be certain that all bases are covered so that we are not responsible, unwittingly, for someone in the library's faux pas, thus it will be completely translated. It was suggested that the contract be reviewed by an intellectual property attorney. After approximately 2 hours of discussion, the following motion was made by Connie Hamel, seconded Gerry Savard.

Do we want to buy the Pepin collection of digitized Drouin films as offered utilizing Canadian funds?
After more discussion the vote was taken and the motion carried.

The issue of finance was discussed and if we want to pay in installments, there will be an 8% interest rate and the remainder paid annually, over an agreed upon period of time. The following was agreed upon by the board and Mr. Pepin.

- A revised purchase agreement is being forwarded to Pauline Cusson, in French, to reflect the purchase in Canadian funds.
- An English translation will be created and returned to Mr. Pepin and Mr. Drouin. The latter ^{we will} ~~we~~ review for correctness and advise Mr. Pepin of our understanding of the contract.
- A deposit of \$25,000 CD will be wire transferred to Mr. Pepin's account by the end of this week, if all are in agreement with the contract. He will then begin to produce our copy of the product.
- The contract, in French, will be signed at our April 14th Board meeting or sooner and the balance of the cost wire transferred. The product will then be delivered.
- No Internet or Intranet access for our members at this time. Members can access at the library or through the research department. Returning copies via e-mail does not breach this issue.

The second topic presented was the completion of purchase of the "Fichier Histor" [photocopies of Jetté's index cards]. The Society had committed to this entire series but, to date, has only purchased 14 of 29 books printed; and vols. 8-17 of the "Fichiers acadiennes du Fonds Drouin." He would prefer cash but is willing to barter for a copy of each of the repertoires that we have available for sale, as well as Fr. Croteau books for his personal collection and not for resale.

Julie Smith moved to exchange the repertoires and Fr. Croteau books for the remaining published Fichiers Histor and Acadiennes" with the understanding that the repertoires were only for his personal collection. The motion was seconded by Lorraine Huppe and carried unanimously.

If the cost of the repertoires and Croteau books exceeds the cost of books currently printed, we will continue to get additions until the exchange is balanced.

Meeting adjourned at 5:30 pm

Respectfully submitted

Muriel Normand, Recording secretary.

The parties are bound to the following conditions :

1-) "L'Acheteur" achète "Les Registres numérisés d'état civil" pour le prix de cent vingt-cinq mille dollars (\$ 125,000.00 U.S.), aux conditions suivantes :
The 'Buyer' buys the Digitized Registers of Civil Acts for the price of one hundred twenty-five thousand dollars (\$125,000.00 U.S.), under the following conditions :

Initiales : "L'Acheteur" _____ "Le Vendeur" _____
Initials : 'Buyer' _____ 'Seller' _____

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2-) Financement : **Financing :**

2a-) "L'Acheteur" paiera cent vingt-cinq mille dollars (\$ 125,000.00 CDN) :
Buyer will pay \$125,000.00 CDN [Canadian Dollars]

2aa-) un acompte de vingt-cinq mille dollars (\$ 25,000.00 CDN) à l'entente actuelle ;
a deposit of twenty-five thousand dollars (\$25,000.00 CDN) with this agreement.

2ab-) et le solde dû à la livraison : cent mille dollars (\$100,000.00 CDN) ;
and the balance due upon delivery : one hundred thousand dollars (\$100,000 CDN);

2ac-) la livraison s'effectuera dans le ou avant le 14 avril qui suit l'entente actuelle.
Delivery to take place on or before 14 April following the date of this agreement

3-) Garantie : **Guarantee :**

- 1 an sur les disques durs par la manufacturier *La Cie*

1 year on the hard drives by the manufacturer *La Cie*

- 1 an en cas de perte du contenu généalogique par erreur humaine:

1 year in case of loss of the genealogical content by human error :

- au frais de "L'Acheteur" :

at the Buyer's expense :

- reformatage et transfert des données sur les disques durs au coût de \$ 1,000.00

reformatting and transfer of the data to the hard drives at a cost of \$1,000.00

- "L'Acheteur" se charge, à ses frais, du transport des disques durs

Buyer is responsible for the cost to transport the hard drives.

- En cas de perte ou vol : entente entre l'assurance de "L'Acheteur" et "Le Vendeur" :

In the case of loss or theft : negotiations will be between the insurance company of the Buyer and the Seller

sur le montant global de \$ 125,000.00 U.S., prix régulier de "Les Registres numérisés d'état civil"
on the global price of \$125,000.00 U.S., the regular price of the Digitized Registers of Civil Acts.

d'état civil"

4-) Diffusion aux usagers de "L'Acheteur": **Usage rights of the Buyer :**

- “L’Acheteur” peut diffuser en réseau à sa Société; Buyer can network the data at its Society;
- “L’Acheteur” peut mettre sur **fichier** et diffuser à son usager sur disquette ou cédérom,
 - o par courriel (e-mail), clé USB Buyer can make files and distribute to the users by disk, CD rom, e-mail, or USB port
 des images disparates et en retirer des profits sans compensation à “Le Vendeur”; assorted images for profit without compensation to the Seller.
- “L’Acheteur” peut retirer des droits de photocopie ou téléchargement d’images Buyer has the right to photocopy or download images sans toutefois diffuser des paroisses ou villes complètes; without copying whole parishes or cities/towns;
- “L’Acheteur” ne peut céder ou partager le contenu des disques durs avec un tiers; Buyer cannot give out or share the contents of the hard discs with a third party;
- “L’Acheteur” ne peut dupliquer, louer ou revendre le contenu généalogique, Buyer cannot duplicate, lend, or resell the genealogical contents sauf pour sa propre copie de sécurité; except for a backup copy;
- “L’Acheteur” ne peut diffuser sur internet le contenu généalogique, en circuit, fermé, extranet ou intranet, sans payer **d’abord des droits nomades** à “Le Vendeur”; Buyer cannot put the genealogical content on the Internet, on closed circuit, extranet or intranet, without paying the Seller for these rights;

Initiales : “L’Acheteur” _____ “Le Vendeur” _____
 Initials : Buyer _____ Seller _____