October 19, 2010

To the Board of Directors of the Runestone Museum, Inc.

Carol Meyer, President
Gordie Billmark, Vice President
Jeanne Stamness, Treasurer
Ann Hermes, Secretary
Jim Adam
Louise Bakkum
Ralph Gunderson
Carrie LiBaire
Laura McCoy
Dave Nelson
David Velde

Copies:
David Vosbein
David Koehser, Attorney, Minneapolis, MN.

This letter is written to the Board of Directors of the Runestone Museum to address the incorrect reports and misinformation made about me in the recent past. It will also address the prohibition of my participating with Professor Henrik Williams in the inspection of the KRS on September 30, 2010. These mistruths require that I correct the record.

There were statements made and widely circulated that I had not honored my contractual agreements made with the RSM Executive Committee on September 23, 2008 (Attachments A and B) and supplemented in September, 2009 (Attachment C). This assertion is untrue.

On August 24, 2010 I was informed by letter from Carol Myer (Attachment D) that the Executive committee would prohibit my admission to inspect the KRS with
Professor Henrik Williams unless I delivered a full set of PLY images of the KRS and gave the RSM complete access to the 3D database by September 7th, 2010.

This letter demanding a complete set of PLY images, attached the signed agreement of the parties requiring delivery of “an image prepared with a PLY format” (Attachment CD). The Executive Committee demand demonstrated a misunderstanding of the agreements already approved by the Executive Committee, as there is no such thing as a complete set of PLY images, as this is an infinite number and not in data storage. On September 7th (Attachment E), I discussed this situation with her and we agreed that the 40 PLY images agreed in September 2009 with the Executive Committee (where she was present for the expansion of any contractual obligation) would satisfy the RSM requirements. See Attachments E & F confirming this agreement. The delivery of the images was completed on September 13, 2010 (Attachment F), with a CD of 40 explicit, high-definition images of key elements of KRS mailed directly to Carol.

All issue of access to the database was also moot, since the 3D database was to be mounted on the world wide runic database at Uppsala University. This means there were no issues open between the RSM and me on September 13. The demands of the Executive Committee on August 24, 2010 (Attachment D) were fully complied with and no hence no RSM Board action on September 14 was necessary.

I was told on September 30th that the prohibition of my joining Prof. Williams was supported by a resolution of the board at its meeting on September 14th. I would have to believe that the board was presented an incomplete and misleading version of the facts and the requirements of our agreements.

To facilitate a complete understanding by the board, I will provide all of the agreements of the 3D project as attachments to this letter. The later versions supersede any conflicting terms in earlier versions.

It is clear that I have complied with these agreements.

Attachment B Access Agreement dated 16 October, 2008 (approval form that refers to a copyright agreement between the parties)

Attachment A Supplemental Agreement dated September 23, 2008


All these agreements were subsequently ratified by the RSM Board.

As stated in these agreements, the copyright ownership of the images is jointly held by RSM and Richard Nielsen. Thus, our mutual consent is needed for dissemination to any third party. Approval to publish has been given to me in the agreement of
September, 2009 (Attachment C), stipulating that a copy of any publication is to be provided to RSM within 45 days of publication. Deliveries of my first publications under this agreement were made to the RSM by delivery of the ESOP Journal Volume 27 at the end of April 2010. Over a dozen 3D images were published in these volumes and placards and were made available to the RSM for display.

In none of the versions of our agreement is there any mention of RSM having any ownership or rights in or to the database. In fact, there is specific language concerning delivery of only images to the RSM.

Some members at the RSM may have some misunderstanding of what is contained in the database. It is NOT images. It is a complex compilation of numbers that are interpreted by proprietary software and used to create an infinite number of visual images. Expensive computers and software are required, as well as expertise to properly manage and secure the data.

Several board members agreed with me that it is very complicated and costly to securely host the database. Carol Meyer also agreed with me that the best solution was posting the database at Uppsala University in Sweden. This was confirmed in the two attached emails to her dated September 7, 2010 (Attachment E) and September 13, 2010 (Attachment F). Hosting it at Uppsala has many benefits to RSM:

1. The university bears the considerable cost associated with software, hardware, restricted access and security issues.
2. The posting at Uppsala would allow the RSM to access the database and host it in the display room, including the full image of the KRS that can be rotated and colored as desired.
3. The university has the security responsibility and the commensurate experience in managing these types of runic assets.
4. With the consent of RSM and Richard Nielsen, it would be accessible to people all over the world over the internet.
5. It brings top-level prestige to the stone, with RSM getting the credit.
6. Nothing would be better for KRS and RSM than to have runic scholars in Scandinavia, familiar with the languages, study the best possible images of the stone and report thereon. It is they who also have the requisite knowledge of runes from the medieval times and the carving techniques that were used.

As a runic scholar, I am dedicated to maintaining the integrity of the database for posterity. In keeping with that goal, I propose depositing the database at the foremost repository of runic assets in the world, the University of Uppsala in Sweden. The University will secure its safety and, pursuant to the copyright ownership agreement, will not allow access to any party without the written consent of RSM and Richard Nielsen. All will sign a copyright declaration protecting our mutual ownership of the copyright before access would be allowed. Once
security is satisfied and properly documented, access is available electronically anywhere in the world.

It is well known that Prof. Henrik Williams is one of the top runologists in the world and highly respected by the European authorities. It is unfortunate that Prof. Williams agreed scientific inspection protocol was disrupted by the RSM over a business matter not of any connection to Henrik Williams. The RSM has damaged its relationship with him by the removal of me from his inspection team.

Since every obligation and beyond were met by me prior to the 30th, I cannot conceive why the museum would act in such a fashion when the object of our collective study was to confirm the medieval runes identified by me beforehand with 3D imaging. This is one of the same type of runes described in my June, 2010 staining report that was submitted to all board members. It is now posted on my website at www.richardnielsen.org. In Appendix A of the June report, the reason for the inspection is described. I had discussed this report by phone with both the Head of the Information Committee and the President of the RSM well before the board meeting on 14 September and again explained the significance of the coming inspection on September 30th. Was the Board informed of this development?

I have attached Henrik Williams’ email to the RSM (Attachment G) following the aborted inspection. In it he says:

“I had no other option than to prematurely abort my inspection of the KSR since I was denied the opportunity to consult with Dr. Nielsen on vital points of its reading, points which could conceivably have indicated a medieval origin of the inscription.”

This was a major missed opportunity for the RSM to have the medieval origin of the KRS confirmed by a Professor of Runology from Uppsala.

I now propose to carry out the posting of the 3D database at Uppsala, which can be done immediately. In due course Prof. Williams’ own students would be able (upon obtaining the 3D imaging user approval from RSM and Nielsen that respects the copyright) to also confirm the discoveries that endorse the one type medieval rune that will give us unambiguous evidence that the KRS is medieval.

I regret that these events have interrupted the universal recognition of the medieval authenticity of the KRS by the Scandinavian authorities. I strongly suggest that we get beyond our perceived misunderstandings. The posting of the database at Uppsala will provide Prof. Williams with the opportunity to once and for all determine and pronounce the unambiguous runic evidence of the medieval provenance of the KRS. I hope we will have full, wholehearted, unmitigated support of the RSM Board for this effort.
Please let me know how you wish to proceed.

Thank you.

Richard Nielsen

References:
Status Report to the Runestone Museum on Efforts to Find a Solution to the Removal of the Silicon Rubber Black Residue on the Kensington Rune Stone By Richard Nielsen, Dr. of Technology. June 1, 2010. See www.richardnielsen.org

Document Attachments:
A. Secondary agreement of September 23, 2008.
F. Richard Nielsen letter to Carol Meyer of September 13, 2010.
A. Secondary agreement of September 23, 2008.

Secondary Agreement Regarding Copyrighted Photos

On the 23rd day of September 2008, Richard Nielsen
engaged in a photo shoot of the Kensington Runestone. This photo shoot was
Designed to produce 3D images of the stone. Richard Nielsen agrees
to secure a copyright on all photographs, at no cost to the Runestone Museum;
said copyright to be held jointly with the Runestone Museum. Both parties must
agree, in writing, before these photographs can be copied or redistributed.
In consideration for the Runestone being removed from display for one day when
the Museum is open to visitors, and arranging adequate work space and
appropriate lighting for the 3D imaging to take place, it is agreed Dr. Richard
Nielsen will provide the Runestone Museum with an image which has been
prepared using a PLY format.

Name: Richard Nielsen Runestone Museum Foundation

Date: 23 Sept 08 Date: 23 September 2008

TERMS AND CONDITIONS OF ACCESS TO KENSINGTON RUNESTONE

Name: Dr. Richard Nielsen
Mailing Address: 
Contact Phone Numbers: 
Reason(s) requesting access to the KRS: To produce 3D Images

Date and time requested: 
Provide three peer references relating to your research:
Name Position/Title Organization Phone Email
waived

The Runestone Museum Foundation requests that a copy of the final report, publication, product or any auxiliary materials created by those granted access be filed with the Museum within a reasonable time.

1. ____ An agreement has been entered into involving joint copyright ownership.
2. ____ An agreement has been entered into calling for royalties at a level of ____%.
3. ____ An agreement has been entered into stating the Runestone Museum Foundation shall receive an up front fee equal to 5% of the production budget. A copy of the budget must be attached to application. Said fee shall be in addition to any "hard expenses" which are covered by the deposit.

I, the undersigned, agree with these Terms and Conditions.

Printed Name: Richard Nielsen
Signature: 
Date: 16th Oct 2008

Adopted 3-13-08
Terms and conditions access KRS (opt 2)

Runestone Museum Foundation
206 Broadway • Alexandria, MN 56308

Supplements to the agreements of September 25, 2008.

AGREEMENT ONE

Dr. Nielsen is to select as necessary 3D images for use in all his publications. These images will be copyrighted as per our mutual agreement. A copy of this publication will be furnished to the museum within 45 days of each publication.

AGREEMENT TWO

Dr. Nielsen will furnish at no cost to the Runestone Museum a DVD with at least 20 colored 3D rainbow images and at least 20 monochromatic 3D images for the museum for display on their computer.

Dr. Richard Nielsen
Date

[Signature]

[Signature]

[Signature]

Dr. Richard Nielsen
Date

[Signature]
Dr. Richard Nielsen  
6402 Del Monte Dr., Apt. 42  
Houston, TX 77057-3310

Dear Dr. Nielsen,

Please accept this letter as a formal request by the Runestone Museum for the 3D images of the Kensington Runestone taken by Accurex Dimensional Measurement Systems in October 2008. When the Executive Committee met with you prior to Accurex performing the 3D scans (September 28, 2008) you committed that, at a minimum, the Museum would be provided with a complete set of PLY images of the Runestone. A copy of the agreement is enclosed.

Convey these images to us on a compact disc no later than September 7, 2010.

Additionally we hold you to the commitment to provide access to the 3D imaging data base, subject to the joint ownership rights on the enclosed agreement. Despite what we believed to be a reasonable timeframe you have indicated in telephone conversations the Museum will still not be given access to the data base. We reiterate that your current position is inconsistent with the attached agreement.

It is the position of the Runestone Museum Board Executive Committee that, until these issues are resolved, you will not be granted access to the Runestone with the cover removed.

Sincerely,

Carol Meyer, President
Runestone Museum

September 7, 2010

Carol Meyer, President
Runestone Museum
206 Broadway, Alexandria, MN 56308

Dear Ms. Meyer:

I have reviewed your letter received on August 27, 2010 with an attached copy of the Supplemental Agreement entered by RSM and me on 23 September 2008. Pursuant to that agreement, we are supposed "to provide the RSM with an image that has been prepared using a PLY format."

Your letter incorrectly quotes the agreement as requiring us to provide a "complete set of PLY images of the Runestone." A complete set would be an infinite number of images and this is not stipulated in our agreement.

The PLY is the designation for a colored image and not a black and white image. This PLY image was provided you as part of the placard exchange in March 2009. There are four PLY images used on the placards. As such, all requirements of our agreement have been met. Or did you perhaps mean to refer to the 40 PLY and Rainbow 3D images we discussed a few weeks ago that I have had ready for some months for delivery to the Museum for display?

The Supplemental Agreement does not even mention the database. Joint ownership refers to images and not the database.

We trust that this clarifies the rights and obligations under our agreement and that the board and the Executive Committee are satisfied that we are in full compliance with the agreement. We must point out again that Jim Adam has been informing the Information Committee in his letter of July 9, 2010 and has discussed with third parties that I am not in compliance with the said agreement, which is totally false. You must require that he cease and desist from such activities.

Darwin Ohman, a member of your Information Committee, is also publishing the same messages about my 3D image work and also his position on the questions (Dotted R, Grail Code, and Ground Line) asked of me in "Confidence" by the Information Committee on his recent mutual blog posting with Scott Wolter. Darwin Ohman should now be instructed by the RSM to retract such statements and wait, as he most certainly should have done, for my replies to the Information Committee. I am certainly under no obligation to reply to the seven questions posed by the Information Committee by September 20, 2010, but you have encouraged me to do so in our recent telephone conversation. I recall that I have always taken your good advice.

If there is any confusion or desire to discuss this further, please contact me.

Sincerely,

Richard Nielsen
September 13, 2010
Carol Myer
President, Runestone Museum
206 Broadway
Alexandria, MN 56308

Dear MS. Myer,
I have picked up the disc today from Kinko with 40 plus 3D images for the RSM as agreed with you on the telephone call last week. Many of these images are just so strikingly beautiful.

I also have sent today an answer to the Information Committee by fully responding to their seven questions.

I have confirmed in the meanwhile with Prof. Henrik Williams on Sunday by phone that Uppsala are most interested to have the KRS 3D images placed on the Runic Server which he manages at Uppsala. This will have open access to all parties. This is the plan I outlined at the Executive meeting I attended at end of September 2009. As we agreed on the phone, this is the best solution for RSM and me. You will have the opportunity to discuss this with Prof. Henrik Williams and me on September 30th if you wish.

Now Prof. Henrik Williams has just informed me today that you have e-mailed him and said that I am currently removed from his inspection list for the present. Loraine Jensen has also sent me your e-mail to her from Friday that says that I had agreed to be denied access from the inspection party by mutual agreement with you. I have received no direct communication from you however. I must say we had no final discussion of such, or a mutual agreement that I would be excluded from the inspection party and I cannot agree with such a characterization. We settled the believed dispute between us and that agreement removed any reason to prevent me access. I assumed that was understood by you.

Prof. Henrik Williams now informs me he is totally dependent on my 3D observations because of the in-excess of 1000 hours I have spent on this 3D imaging investigation. This inspection will determine his final opinions on the KRS runes. He wants us to mutually agree each step of the way on each rune. Since I know these 3D rune results cold and fully by heart, I can assure you it is clearly in the best interest of the RSM that these current inspections are carried out in accordance with your prior agreements with Prof. Henrik Williams. I believe my staining report of June 2010 in Appendix A lays out these reasons perfectly as to why the RSM would be greatly benefiting in the future from this examination.

To have the two very best minds who have ever studied the KRS found together at the same time at the RSM will be a rare historic occasion. It should be a time for rejoicing and not a time for vexation. One of the best things the RSM has done is to sponsor 3D imaging. Take advantage now of the acclaim you deserve and what you will gainfully derive in the future from these efforts.

Please confirm your position on this matter. I have filled out my access form and can e-mail it directly today.

Sincerely
Richard Nielsen

-----Original Message-----
From: Henrik Williams [mailto:henrik.williams@nordiska.uu.se]
Sent: Thursday, September 30, 2010 12:39 PM
To: Runestone Museum
Cc: Loraine Jensen; richardnielsen@comcast.net
Subject: Re: refund of deposit

Ms. Meyer,

The agreement was not that I would travel 10,000 miles to receive a refund, but to inspect that KSR under certain circumstances and with a certain team. That team included Richard Nielsen ever since my Initial request in May. I did complete all the necessary forms and the payment in due time, and all the indication I got that there was any problem was an anonymous e-mail asserting that Dr. Nielsen would not be joining me as of the present time of writing. This was after(!) accepting my deposit, mind you. This is a clear violation of a binding agreement. I will be seeking legal council on how to proceed in this matter, including a suit for financial damages since the main scientific intention with my US visit has been sabotaged. As I pointed out to you personally, I had no other option than to prematurely abort my inspection of the KSR since I was denied the opportunity to consult with Dr. Nielsen on vital points of its reading, points which could conceivably have indicated a medieval origin of the inscription.

At no time did I get an official notification from the Museum Board that Dr. Nielsen would not be allowed to enter with me. Neither before nor today was any reason given why Dr. Nielsen was refused entrance. This is in clear violation of the Museum Foundation’s own Mission Statement which promises to "promote, develop and publicize historical data concerning the Kensington Runestone". I hold the Board responsible for what happened today, in full body and every individual board member.

At this point I will also point out that I am deeply offended by the misrepresentation by your board member Jim Adam of what I was reported to have said in an interview in Archaeology Magazine in May this year. Anyone reading the actual article will immediately see that his quotes are clearly inaccurate and misleading.

During my 30 years in academia, I have never been subjected to the kind of treatment I met with today at the RSM, nor have I ever heard of any scientist having a similar experience.

Sincerely,

Henrik Williams
Professor of Scandinavian Languages at Uppsala University

Quoting Runestone Museum <bigole@rea-alp.com>:

> This email shall serve as confirmation that your $500 deposit was
> refunded September 30, 2010 prior to noon. You will receive an
> envelope from Julie Blank, Museum Director on the afternoon of the  > 30th containing the receipt.
>
> Carol Meyer, Runestone Museum Board President