



AGREEMENT NO. XXXXXX – DIGITAL MUSEUMS CANADA (DMC) – [MEDIUM/LARGE] INVESTMENT

THIS AGREEMENT is made on the xxnd day of the month of xxxxxxxx in the year two thousand twenty-one.

BETWEEN: Canadian Museum of History
100 Laurier Street
Gatineau QC K1A 0M8

Hereinafter “the Museum”

AND: Organization’s name and full address
xxxxxxx
xxxxxxx xx xxx xxx

Hereinafter “the Organization”

PROJECT: <<... PROJECT TITLE...>>

IN CONSIDERATION for the sum of ONE DOLLAR (\$1.00) paid by each of the parties to the other and of the covenants and promises herein made by the Organization to the Museum, and for other good and valuable consideration, the parties agree as follows:

1. Spirit of Program

The Museum recognizes the freedom of creators. At the same time, it requires a safe, inclusive and educational online environment.

1.1. Safe Project

The Organization must deliver an online project that is respectful, open, inclusive and accessible. This online project must show respect for the subject being addressed, as well as target groups and communities. Any aspect of the project that may be incompatible with the provisions of the Canadian Charter of Rights and Freedoms or the Criminal Code, particularly in relation to hate speech, is contrary to the spirit of the program.

1.2. Nature of Project

The online project may not be used for political, ideological or religious aims above all. In addition, it may not be used for commercial or fundraising purposes. For example, the

Organization may not embed within the project elements or links aimed at promoting the sale of goods or services.

1.3. **Respect for Spirit of Program**

The Organization must ensure that the online project reflects the program's spirit. Should this not be the case, if the parties cannot find a mutually agreeable solution that brings the project into line with the program's spirit, the Museum can modify or cancel the project, following a written 15-day warning

2. **The "Work"**

Whereas the Organization has been commissioned by the Museum to produce a project provisionally called "**Project Title**" (hereinafter called "the Project").

3. **Investment Amount**

3.1. The Organization shall not arrange or incur any expenditure other than those stipulated in the Agreement, on behalf of the Museum without prior authorization by the Contracting Authority.

3.2. Investment funds for the work performed shall be released on the following basis:

Investment not to exceed **\$xxx,xxx.xx** inclusive of all expenses. All amounts are in Canadian funds.

4. **Schedule for Release of Funds**

4.1. It is understood and agreed that in accordance with the General Conditions and subject to performance of the work to the entire satisfaction of the Museum and in consideration of the Project to be delivered as defined in the Scope of Work in this Agreement, the Museum shall pay the Organization an investment in accordance with Schedule "B" (Deliverables and Terms for Release of Funds).

4.2. If, in the opinion of the Museum, the Project does not satisfy all the technical and content requirements set forth in this Agreement, the Museum can, as appropriate and in its sole discretion, cancel any release of funds or part thereof.

5. **Term of Agreement**

5.1. The term of the Agreement shall commence upon a duly executed contract and shall terminate on **xxxxxxxx xx, 202x**. The Organization shall diligently complete the Work in accordance with the schedule set out in Schedule "B" of this Agreement.

5.2. The five-year maintenance phase shall commence upon the project's launch, after the final review and approval from the DMC program officer as detailed in Schedule B Phase 5 – Final Version.

6. Project Authority

The **Program Officer, Digital Museums Canada** shall be the Project Authority, whose powers and responsibilities are set out in the GTC.

7. Contracting Authority

The **Contract Section, Financial and Administrative Services** shall be the Contracting Authority, whose powers and responsibilities are set out in the GTC.

8. Schedules

8.1. The parties agree that:

- Schedule “A” (“GTC”),
- Schedule “B” (“Deliverables and Terms for Release of Funds”),
- Schedule “C” (“Scope of Work – The Organization”),
- Schedule “D” (“Scope of Work - The Museum”),
- Schedule “E” (“Detailed Project Description”); and
- Schedule “F” (“Technical requirements for Digital Museums Canada Projects)

form an integral part of this Agreement.

8.2. In the event of discrepancies and inconsistencies or ambiguities arising between the provisions of the schedules and the main Agreement, the provisions contained in the schedules prevail over the provisions contained in the Agreement. In the event of discrepancies, and inconsistencies or ambiguities arising between Schedule “A” (containing the General Terms and Conditions and the other schedules), the other schedules shall prevail over the provisions of Schedule “A”.

9. Language of Agreement

The parties have requested that this Agreement and all related documents be drawn up in the English language.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date aforesaid.

The Museum

The Organization

Marie-Josée Lacombe
Chief Financial Officer and Vice-President of Finance

Signature
We are authorized to sign this Agreement on behalf of the Organization and bind the Organization to it

Date

Name and title

Date

SCHEDULE “A” – GENERAL TERMS AND CONDITIONS (“GTC”)

1. Definitions

- (a) “Agreement” means the Agreement to which these General Terms and Conditions relate.
- (b) “Organization” means those persons who have been commissioned to produce a Project.
- (c) “Project” means an online project (virtual exhibit, virtual tour, online game, web app, educational resource and more) which must be fully accessible according to the Web Content Accessibility Guidelines 2.0 Level AA current standards and must be consumable over various devices and platforms.
- (d) “DMC” means Digital Museums Canada and represents the division of the Museum that manages the Investment program.
- (e) “Program Officer” is the representative of DMC who will be the main point of contact during the development of the Project and is considered the project authority of the Museum.

2. Language of this Agreement

This Agreement will be drawn up in English or in French, depending on the language requested by all parties hereto.

3. Request to release funds

Notwithstanding the foregoing, no amount shall be released by the Museum hereunder unless the Organization has submitted a request to release funds therefore pursuant to the schedule for release of funds described in this Agreement. All requests must clearly show this Agreement number and be submitted in writing to the Museum at the following address:

Canadian Museum of History
100, rue Laurier Street
Gatineau, QC, K1A 0M8
payables@historymuseum.ca

Requests to release funds submitted to the Museum will be paid within thirty (30) days of the date of receipt of the request and supporting documentation, if applicable. If the Museum has any objection to the content of the request or the supporting documentation, the Museum shall, within thirty (30) days of its receipt, notify the Organization of the nature of the objection. The Organization agrees to provide clarifications as soon as reasonably possible after receipt of the objection. The Organization acknowledges that the Museum may withhold a release of funds until such time as the objection has been cleared to the satisfaction of the Museum.

4. Commencement and Performance of the Organization’s Work

The Organization shall not commence Work until a written Agreement has been executed by both parties or unless the Contracting Authority provides the Organization with written authorization to proceed with the Work at an earlier time.

The Organization agrees to carry out the Work promptly and efficiently in accordance with the terms and conditions of this Agreement and in accordance with the standards of quality acceptable to the industry.

5. Force Majeure

In the event of a Force Majeure, the Museum will communicate with the Organization to establish a new schedule or to terminate this Agreement, in such a case each party will bear its costs. A Force Majeure means the occurrence of a fortuitous event which is impossible to resist or prevent and which has the effect of rendering either of the parties incapable of executing one or more obligations incumbent upon him under the Agreement.

6. Compliance with health standards

In the event that the Museum is unable to proceed with this Agreement due to COVID or to another pandemic event or to other health restrictions, the Museum will communicate with the Organization to establish a new schedule or, if this is not suitable for the Organization, to terminate the Agreement. In this case, i.e. in the event of termination of the Agreement, it will be understood and agreed that there should be no claims for damages by the Organization. The parties will be deemed to be released from their obligations hereunder, including, but not limited to, indirect, special, or consequential damages or loss of profit caused by the termination of the Agreement.

7. Fraud

In the event of a fraud committed by the Contractor's employees or agents, the Contractor shall be liable for losses to the Museum due to fraud, including but not limited to, losses of revenues and assets, and all costs to the Museum related to the fraud.

8. Project Authority

The Project Authority is responsible to certify that the work has been performed in accordance with the terms of the Agreement. The Project Authority is the representative of the Museum and is responsible for all matters concerning the Work under the Agreement. The Project Authority has no authority to authorize changes to the scope of the work. Changes to the scope of the Work can only be made through an Agreement amendment issued by the Contracting Authority.

9. Contract Authority

The Contracting Authority is responsible for the management of this Agreement, and any changes to the Agreement must be authorized in writing by the Contracting Authority. The Organization must not perform any work in excess of or outside the scope of the Agreement based on verbal or written requests or instructions from anybody other than the Contracting Authority.

10. Termination for Cause

The Museum shall have the option to immediately terminate this Agreement if the Organization:

- (i.) Transfers its rights under this Agreement to a third party without the prior written approval of the Museum; or has made any representation or warranty that proves to be false or misleading;
- (ii.) Where the Organization violates or defaults in the performance of any undertaking or obligation under this Agreement;
- (iii.) Should the Museum choose to terminate the Agreement, the Museum shall, by notice in writing, clearly specify the nature of the violation or default complained of. If, within thirty (30) days following the date of such notice, the Organization has not rectified the violation or default to the reasonable satisfaction of the Museum or has not given the assurance of its intentions to respect the provisions of this Agreement to the reasonable satisfaction of the Museum, the Museum may unilaterally terminate this Agreement in full right and with no legal action or other formality, without prejudice to its rights to claim damages from the Organization. The Museum shall not unreasonably withhold satisfaction for rectification of default;
- (iv.) When the Organization does not respect the spirit of the program;
- (v.) Where the Organization becomes bankrupt or insolvent, or a receiving order is made against the Organization, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Organization, or if the Organization takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors;

11. Powers of the Museum

The Museum is the agent of Her Majesty the Queen in the Right of Canada for all purposes of this Agreement. Nothing contained in or omitted from this Agreement shall restrict any right or power of Her Majesty the Queen or of the Museum existing under any Act of the Parliament of Canada or otherwise. Every right or power of the Museum under this Agreement or otherwise shall be cumulative and non-exclusive.

12. Subcontracting

No subcontract shall relieve the Organization from any of its obligations under this Agreement or impose any liability upon Her Majesty or the Museum to a Subcontractor.

13. Indemnity against Claims

The Organization shall at all times indemnify and hold harmless the Museum, and its directors, officers, employees and others for whom it may be responsible in law, from and against all losses, claims (including claims made by the Organization's personnel under Worker's Compensation or workplace insurance Legislation), demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss of, damage to or destruction of property (including loss or damage sustained by the Organization) or personal injury including death, and from and against any and all loss of, damage to or destruction of property, expenses

and costs (including any consequential or economic loss, and legal fees and disbursements on a solicitor-client basis) suffered or incurred by the Museum arising out of or in any way connected with this Agreement, whether or not caused by the Organization's negligence, except to the extent to which such loss or damage has arisen solely out of the Museum's negligence. The Organization shall also indemnify and hold harmless the Museum with regard to any action or claim for infringement or alleged infringement by the Organization of any patent of invention, industrial design or trademark, including infringement arising out of requirements furnished by the Museum.

14. Representations and Warranties by the Organization

Prior to the public launch of the Project on the Internet (as detailed in Schedule "E" of this Agreement), the Organization:

- (i.) has obtained and paid for all necessary rights to use, reproduce, adapt, translate, publish, project, perform and communicate to the public by telecommunication the Project and any underlying works contained in the Project;
- (ii.) has obtained and paid for the rights to use, reproduce, adapt, translate, publish, project, perform and communicate to the public by telecommunication the works licensed herein as provided for in Schedule "E" of this Agreement for the purposes of promoting the Project and Digital Museums Canada;
- (iii.) has the full right, power, legal capacity and authority to grant all the rights, licenses and privileges granted in this Agreement;
- (iv.) acknowledges that the Museum will not pay for any rights required if a Project is renewed or a Project Agreement is extended. The Organization will be responsible for the payment of any copyrights costs related to the Agreement extension;
- (v.) has full right, power, legal capacity and authority to enter into this Agreement and to carry out all of its terms and conditions and the signatory is a duly authorized representative with full powers to sign this Agreement on its behalf;
- (vi.) acknowledges that all aspects of the work to be performed pursuant to this Agreement will conform to the technical requirements detailed in the *Technical Requirements for the Development of Digital Museums Canada (DMC) Projects and Products V2.1* (Schedule "F"), as appended to this Agreement and will meet all deadlines specified in the Agreement;
- (vii.) will moderate any content uploaded to the Project by third parties for the purpose of ensuring that the content does not violate any privacy, publicity or intellectual property laws.

15. Bribery and Conflict of Interest

The Organization represents and warrants that:

- (a) no bribe, gift or other inducement has been paid, given, promised or offered to any person for, or with a view to the obtaining of this Agreement by the Organization; and
- (b) the Organization has not employed any person to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee; and

- (c) the Organization has no pecuniary interest in the business of any third party that would affect its objectivity in carrying out the Work.

16. Notices

Where in the Agreement any notice, request, direction or other communication is required to be given or made by either party, it shall, except as otherwise provided, be in writing and is effective if delivered in person, sent by registered mail, or by electronic means addressed to the party for whom it is intended at the address hereinafter. Any notice, request, direction or other communication shall be deemed to have been received if delivered by person, on the day it was delivered; if by registered mail, when the postal receipt is acknowledged by the other party; and if by electronic means, on transmission. The address of either party may be changed by notice in the manner set out in this provision.

To the Organization: As determined in the Agreement.

To the Museum:	To the Project Authority for work-related issues and as determined in the Agreement.	To the Contracting Authority for all other related issues and as determined in the Agreement.
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17. Severability

If any section, paragraph, word or other portion of this Agreement shall be held illegal, invalid or unenforceable, then the illegal, invalid or unenforceable portion shall be stricken and not form part of any such Agreement. The invalidity of any provisions hereof shall not affect any remaining provisions.

18. Intellectual Property

In exchange for the consideration paid by the Museum to the Organization, the Organization hereby grants to the Museum a worldwide, non-exclusive, royalty-free license for the duration of the term of this agreement and any subsequent renewals thereof to:

- (i.) Reproduce, adapt, translate, publish, project, perform and communicate to the public by telecommunication the Project on the Internet as part of DMC and related products;
- (ii.) To sublicense to third parties chosen by the Museum, and at the Museum’s sole discretion, the rights granted to the Museum by the Organization for the purposes of promoting and expanding the availability of the Project and DMC, so long as the reproduction is linked to the Museum or DMC websites;
- (iii.) To sublicense to third parties’ social media websites as chosen by the Museum and at the Museum’s sole discretion, the rights granted to it for the purposes of promoting and expanding the availability of the Project and DMC, so long as the reproduction is linked to the Museum or DMC sites;
- (iv.) Reproduce, adapt, translate, publish, project, perform and communicate to the public by telecommunication or otherwise use the works specified in Schedule “E” for purposes of promoting the Project and DMC.

For the duration of the term of this Agreement, and any subsequent renewals thereof, the Museum hereby grants to the Organization a worldwide, royalty-free nonexclusive license to use, reproduce, make available and communicate to the public by telecommunication, the Museum's trademark as part of the Project produced in this Agreement. The Museum retains all rights and interest in the DMC name, logo and trademark.

The Organization may, with the prior consent of the Museum, not to be unreasonably withheld, grant a third party the right to host the Project on its own website, and provided that the Project is maintained intact with all of the Museum's logos, trademarks and accreditation statements and so long as a link is created by the third party from their site back to the DMC website.

Nothing in this Agreement shall be construed as implying the transfer of ownership of intellectual property from either Party to this Agreement to the other Party. Nor shall this Agreement be construed as authorizing the transfer of ownership of intellectual property to any third party. Both the Museum and the Organization expressly reserve and retain any intellectual property rights that are not granted by this Agreement.

For the sole purpose of complying with the archival and retention of government documents provisions as required by federal and provincial legislation that includes, but is not limited to the Library and Archives of Canada Act, SC 2004, c. 11, the Organization hereby grants the Museum the right to reproduce, translate and adapt the Organization's data for a time and period as prescribed by law.

19. Members of the House of Commons

No members of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise there from.

20. Official Languages

The Museum is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985, C.31 (4th Suppl.). The Organization should therefore ensure that verbal and written communications are in the preferred official language of the user of the Project.

21. Amendments

No change or modification of this Agreement shall be valid unless it be in writing and signed by each party.

22. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings, negotiations and discussions between them, whether written or oral, relating to this subject matter. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not

set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

23. Governing Law

Unless otherwise specified, this Agreement shall be governed by and construed in accordance with the laws of Quebec.

24. Counterparts

This Agreement may be executed in any number of counterparts and all these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart.

25. Execution of Document

A facsimile executed copy of the Agreement shall be binding on the parties.

26. Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

27. Green Procurement

The Organization should make every effort to ensure that all documents prepared or delivered under this Agreement are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

SCHEDULE “B” - DELIVERABLES AND TERMS FOR RELEASE OF FUNDS

The deliverables for the Project described below, must be submitted over five phases:

PHASE 1

A **Production Plan** for verification by the Museum’s Project Authority, which includes:

- (a) a revised detailed project description, if necessary;
- (b) a revised production schedule; and
- (c) a revised budget;

The **Production Plan** must be submitted no later than **Date**.

- (d) as required, **updated Production Plan(s)** incorporating changes requested by the Museum after its content and technical validation of the Production Plan. Note that each validation period by the Museum in **Phase 1** can take up to 10 working days.

Once the Project Authority has approved the final update of the **Production Plan**, the Organization can submit a request to release funds for **30% (\$xx,xxxx.00)** of the investment in order to cover start-up costs related to the development of the Project.

PHASE 2

An **Interpretive Plan** (as per the content and technical requirements specified in Schedules “E” and “F”) for verification by the Museum’s Project Authority, which includes:

- (a) a content grid - a clear and detailed plan of the content;
- (b) a messaging plan - main, secondary, and tertiary messages;
- (c) sample texts - sample of each type of text (title, intro, main body, captions, labels, descriptive transcript, interactive text, alternative text, closed captioning, etc.);
- (d) a sample translation – 250 words of main content text, translated and edited into the second official language;
- (e) identification of the audience - with evidence that the content will be developed taking into account the needs of the target audience;
- (f) an Information Architecture diagram (IA) – developed in collaboration with the technical team, a visual diagram that shows how all elements in the content grid will be structurally organized. Relationships between content should be illustrated with connecting lines. The hierarchy of the content should be illustrated with indentation and placement (e.g. parent content appears above child content). The IA should be

provided in an electronic document format such as PDF;

- (g) a list of enhancements - a list of key features or functionality that will enhance the Project beyond pages of basic text and images. The list must:
- describe the feature and how it should behave, e.g. interactive timelines, interactive maps, slideshows, lightboxes, parallax scrolling, full-screen background videos, games, forms (e.g. registration and sign-up mechanisms), animation, etc.
 - specify which technologies or products will be used to implement the feature. e.g., the name of a specific embedded widget, programming API, code library or plugin, programming framework or any other technology beyond core HTML5 or CSS3

The **Interpretive Plan** must be submitted no later than **Date**.

- a. as required, **updated Interpretive Plan(s)** incorporating changes requested by the Museum after its content and technical validation of the Interpretive Plan. Note that each validation period by the Museum in **Phase 2** can take up to 20 working days.

Once the Project Authority has approved the final update of the **Interpretive Plan** the Organization can submit a request to release funds for **15% (\$xx,xxx.00)** of the investment.

PHASE 3

A Preliminary Version of the Project (as per the content and technical requirements specified in Schedules “E” and “F”) for verification by the Museum’s Project Authority, which includes:

- (a) a **functioning online preliminary version** based on the Information Architecture diagram and comprised of the content identified in the content grid provided in Phase 2. The preliminary version must include, at a minimum, in at least one language, the following sections:
- Main (Home) page;
 - Secondary page;
 - three other Content pages;
 - Sitemap page;
 - Credit page;
 - Feedback page;
 - DMC logo placement;
 - evidence of Google Analytics implementation;
 - all mandatory navigation elements;
 - examples of each type of multimedia and interactive elements that were outlined in the Project description;
 - the Preliminary Version is to integrate content identified in the previous phase. Adjusted and additional content is acceptable;
 - links to placeholder content in second official language.
- (b) A formative evaluation report related to the Preliminary Version of the Project;

The **Preliminary Version** must be submitted no later than **Date**.

- (c) as required, the **updated Preliminary Version(s)** of the Project incorporating changes requested by the Museum after its content and technical review of the Preliminary Version. Note that each validation period by the Museum in Phase 3 can take up to 20 working days.

Once the Project Authority has approved the final update of the Preliminary Version, the Organization can submit a request to release funds for **20% (\$xx,xxx.00)** of the investment.

PHASE 4

A Developed Version of the Project (as per the content and technical requirements specified in Schedules “E” and “F”) for verification by the Museum’s Project Authority, which includes:

- (a) A fully functional unilingual **Developed Version** of the Project based on the approved Interpretive Plan and Preliminary Version, conforming to the technical requirements document in Schedule “F”, with all completed and working content and place holder content and working links in the other official language site(s);
- (b) if required, a revised and edited version of the sample translation from Phase 2;
- (c) three (3) promotional images, as per Schedule “C”;
- (d) the preliminary version of the DMC Landing Page Form provided by the Museum, filled in accordance with Schedule “C”; and

The **Developed Version** must be submitted no later than **Date**.

- (e) as required, the **updated Developed Version(s)** of the Project incorporating changes requested by the Museum after its content and technical review of the developed version. Note that each validation period by the Museum in Phase 4 can take up to 20 working days.

Once the Project Authority has approved the final update of the Developed Version, the Organization can submit a request to release funds for **15% (\$xx,xxx.00)** of the investment.

PHASE 5

The **Final Version** of the Project which includes:

- (a) A fully functional bi-lingual (or multi-lingual) **Final Version** of the Project that meets all content and technical requirements, ready for content and technical verification by the Museum, as specified in Schedules “E” and “F”. The Final Version is based on the approved unilingual Project delivered at end of previous phase with all completed and working content in all languages, incorporating the changes identified by the Museum after the review of the Developed Version;

- (b) as required, the updated DMC Landing Page Form completed in accordance with Schedule "C";

The **Final Version** and the completed DMC Landing Page Form must be submitted no later than **Date**.

- (c) as required, the **updated Final Version(s)** of the Project incorporating changes requested by the Museum after its content and technical review of the Final Version.

Note that each validation period by the Museum in **Phase 5** can take up to 20 working days.

The **updated Final Version(s)** must be completed, and ready to be launched online no later than **Date**.

- (d) a digital copy of the Project, in all languages, including the final source files, as per Schedule "C"; and
- (e) the final report of expenditures;

Items (d) and (e) are to be submitted no later than 60 days after date of launch.

Once the Project Authority has approved all of the Phase 5 deliverables the Organization can submit a request to release funds for the final **20% (\$xx,xxx.00)** for the balance of the total investment released after satisfactory completion and approval of all work covered by the Agreement.

On re-submittal of any deliverables identified in the above phases and after having addressed issues raised during the Museum's validation of the Project, the Organization must provide a brief overview describing how the technical issues identified by the Museum have been resolved.

Requests to release funds submitted to the Museum will be paid within thirty (30) days of the date of receipt of the invoice and supporting documentation, if applicable.

If, in the opinion of the Museum, the Project does not satisfy all the content and technical requirements set forth in this Agreement, the Museum can, as appropriate and in its sole discretion, cancel any release of funds or part thereof.

SCHEDULE “C” SCOPE OF WORK – THE ORGANIZATION

1. The Organization agrees to perform the work as follows:

Develop a Project entitled “**...Project Title...**” for publication on the Internet as part of DMC to be launched on a mutually agreed date. The project must be hosted by the Organization and linked to the DMC website and must be optimized for mobile devices as described in Schedules “E” and “F”.

2. In addition to the technical requirements set out in Schedule “F”, the Organization shall:
 - 2.1 Provide the Museum with a digital copy (e.g. DVD, USB key) of the Project, in all languages, including the final source files;
 - 2.2 Ensure that the Project meets all technical and content requirements as provided for in Schedules “E” and “F”, and that all links and navigational elements are fully functional prior to its public release;
 - 2.3 Produce the Project in English and French, and verify the translation;
 - 2.4 Ensure that recognition of the Government of Canada’s financial participation is provided as per Schedule “F”;
 - 2.5 Be responsible for responding to public feedback received on the Project;
 - 2.6 Add a link to the Project in a predominant location on its website, and from the site map of its website;
 - 2.7 Insert a Web data collection tool on every page of the Project, as provided by the Museum, in order to collect visitor statistics for the Project and grant direct access to the analytics application for the Project’s web traffic. This access should be set at least at the read-only permissions level and allow access to all the data for the entire Project from the date of launch;
 - 2.8 Complete the DMC Landing Page Form provided by the Museum in English, and French and all applicable languages, and provide the text and images required.
 - 2.9 Provide the Museum with no fewer than three (3) digital images from the Project (measuring a minimum of 1200px wide) along with caption, credit line and alternative text for each image, in English and French and all applicable languages, that may be used by the Museum to promote the Project and (or) DMC including on social media. The Organization will not unreasonably deny the Museum’s request for specific images and/or higher resolution files;
 - 2.10 Seek and obtain the Museum’s prior approval of any and all communication materials prepared by the Organization for the purposes of ensuring that recognition of the Government of Canada’s financial participation is included in any public communications material that makes reference to the Project or to DMC, as required;

- 2.11 Conduct quarterly verifications of all hyperlinks included in the Project and correct as required;
- 2.12 Seek and obtain the Museum's prior approval, not to be unreasonably withheld, prior to making any changes to the Project and ensure that any changes to the Project made after the launch conform to the terms and conditions of this Agreement; and
- 2.13 Ensure that the Project infrastructure is managed and maintained (including payment of associated hosting service fees) on an ongoing basis for the duration of this Agreement so that the Project and all of its features experience little to no downtime.

SAMPLE

SCHEDULE “D” SCOPE OF WORK – THE MUSEUM

1. The Museum shall maintain the DMC website and search functionalities to assist the public to locate DMC content.
2. The Museum shall provide the Organization with electronic copies of the DMC logo for incorporation into the Project in accordance with the technical requirements contained in Schedule “F”.
3. The Museum shall not charge any fee to the public for entry to the DMC website and the concomitant Projects within the website.
4. The Museum shall incorporate metadata for the Project in the DMC search engine.
5. The Museum shall promote DMC to the public and may promote the Organization’s Project by featuring it on the DMC website or by other promotional means including, but not limited to social media.

SCHEDULE “E” DETAILED PROJECT DESCRIPTION

DIGITAL MUSEUMS CANADA (DMC) PROJECTS INVESTMENT PROGRAM

Description of the Project provided by the Organization and approved by the Project Authority and which includes a detailed description of:

- Objectives, target audience, visitor experience
- The topic and themes;
- Content including the anticipated number of images, videos, audio clips and/or other assets, and any other special features.
- Description of the proposed formative evaluation including objectives, audience, methodology and anticipated number of participants

Some of your description may conflict with Schedule “F” *Technical requirements*. Schedule “F” takes precedence over Schedule “E”.

Quality control will be based on Schedule “E” *Detailed project description* and on Schedule “F” *Technical requirements*.

SCHEDULE “F” Technical requirements

SAMPLE



Digital Museums Canada Musées numériques Canada

CFP 2021 Technical Requirements

For the development of online projects in the Medium and Large investment streams

Last updated on June 14, 2021

<https://digitalmuseums.ca>



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Notes on terminology

- **MUST:** This word indicates an absolute requirement.
- **MUST NOT:** This phrase indicates an absolute prohibition.
- **NOT:** This word indicates an absolute exclusion.
- **SHOULD:** This word indicates a recommended course of action that may in some circumstances be ignored, the full implications of which must be understood before implementing such a course of action.
- **SHOULD NOT:** This phrase indicates a course of action that is not recommended, but in some circumstances is permitted, the full implications of which must be understood before implementing such a course of action.



Purpose

The primary goal of the Digital Museums Canada (DMC) investment program with respect to technical requirements is to ensure a rich and engaging experience that is also barrier-free. Regardless of the user's capabilities and the platforms, devices or technologies used (implicit or explicit), a suitable experience is available. Online projects that follow these standards in their development and delivery are more resilient. This enhanced ability to uphold present and future technologies strengthens and extends the project's digital life and availability to users.

We are committed to:

- stay informed about and integrate best practices for making online content accessible
- work with other organizations to find accessible solutions for their projects
- support the use of web accessibility standards
- meet the AA compliance level of the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines 2.1 (WCAG 2.1)
- hold projects to as high a level of accessibility standards as can be achieved



We believe that:

- the website and projects **SHOULD** strive to offer a barrier-free experience for all users
- accessibility is the outcome of inclusive and thoughtful user experience design
- an accessible project will benefit all users regardless of their ability and the devices they use to access the content
- you don't need to reinvent the wheel, helpful resources are available

Note: It is strongly recommended that you share this document with your technical team and make sure they have a solid understanding of its contents before you embark on your online project. See our recommendations on [How to Choose a Web Development Team.^{\[1\]}](#)

A word about certain technologies

It is acceptable for online projects to use emerging technologies or technologies that provide extended website functionality. However, these technologies must be compliant with WCAG 2.1 AA and DMC technical requirements. If an element is not WCAG compliant, it **SHOULD** degrade gracefully while providing the user with explicit access to an equally effective alternate version. Graceful degradation means that your site continues to operate even when viewed with less-than-optimal software in which advanced features don't work.



A) ACCESSIBILITY

1. The product must be PERCEIVABLE

Information and user interface components **MUST** be presentable to users in ways they can perceive. Online projects **MUST** comply with all success criteria up to and including WCAG 2.1 Level AA, related to the perceivable principle. [Full details and success criteria can be found here.](#)^[2]

This includes but is not limited to:

- Text alternatives **MUST** be provided for any non-text content so that it can be changed into other needed forms, such as large print, braille, speech, symbols, or simpler language.
- Alternatives for time-based multimedia (such as video and audio) **MUST** be provided. For all audio and video, the following accessibility requirements are expected:
 - variable source file formats
 - **SHOULD NOT** start automatically (If they do, there **MUST** be a clear way to stop or dismiss it)
 - **MUST** have a transcript
 - **MUST** have closed captions where appropriate
 - **MUST** have controls at least for starting, pausing, stopping, re-starting and volume levels including mute
 - **SHOULD** have duration indicated on the page.



- The visual presentation of text and images of text **MUST** meet the minimum requirements for colour contrast as per [WCAG's 1.4.3 Contrast \(Minimum\) success criterion](#).^[3]
- Information, structure, and relationships **SHOULD** be conveyed through presentation and coded accordingly. When the sequence in which content is presented affects its meaning, a correct reading sequence **SHOULD** be in place.

2. The product must be OPERABLE

User interface components and navigation **MUST** be operable. Online projects **MUST** comply with all success criteria up to and including WCAG 2.1 Level AA, related to the operable principle. [Full details and success criteria can be found here](#).^[4]

This includes but is not limited to:

- All functionality **MUST** be keyboard accessible. This requirement includes video and audio controls, navigational aids, and the means to fill out online forms.
- Any keyboard operable user interface **MUST** have a mode of operation where the keyboard focus indicator is clearly visible and consistent from browser to browser. The default focus indicator built into browsers **SHOULD NOT** be relied upon.



- To help users navigate, find content, and determine where they are in online projects, add links and targets to bypass blocks of content and navigation through the various fields, objects, and controls on the page **MUST** be presented in a logical order. This order **MUST** remain consistent and usable when keyboard tabulation order is used.

3. The product must be UNDERSTANDABLE

User interface operation and information **MUST** be understandable. Online projects **MUST** comply with all success criteria up to and including WCAG 2.1 Level AA, related to the understandable principle. [Full details and success criteria can be found here.](#)^[5]

This includes but is not limited to:

- Web pages **MUST** appear and operate in predictable ways by providing consistent navigation and identification. The site **MUST NOT** open multiple windows or pop-ups, create periodically auto-refreshing pages, or redirect pages automatically. When the state of the page changes, the URL **MUST** be adjusted so that each location is unique and identifiable.
- Semantic markup (<h1 />, <h2 />, , <abbr />, etc) **MUST** only be used to convey meaning (for example, to convey the semantics) of content, rather than to add visual style.



- Text **MUST** be readable and understandable. This is achieved by identifying the language the page is in, identifying text displayed in another language, and providing the expanded form or meaning of abbreviation/acronyms.

Note: This is a WCAG 2.1 Level AAA item that DMC is including.

- Web pages **MUST** appear and operate in predictable ways by providing consistent navigation and identification. Examples: On mobile devices, the site **MUST NOT** open multiple windows or pop-ups, create periodically auto-refreshing pages, or redirect pages automatically.
- Form fields **MUST** have clear labels and instructions. Mechanisms **MUST** be put in place to ensure form error prevention, identification and suggestion for recovery and correction.

4. The product must be **ROBUST**

Content **MUST** be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies. Online projects **MUST** comply with all success criteria up to and including WCAG 2.1 Level AA, related to the robust principle. [Full details and success criteria can be found here.](#)^[6]

This includes but is not limited to:

- Projects **MUST** be compatible with Mac, Windows, iOS and Android.



- Projects **MUST** be identically functional and compatible on top market share iOS and Android phones dating back at least 2 years from present date.
- Projects **MUST** be mostly functional and compatible on top market share iOS and Android phones dating back 4 years or more from present date.
- Projects **MUST** be identically functional and compatible on top market share browsers (Chrome, Firefox, Safari, Edge) dating back at least 2 years from latest stable version.
- Projects **MUST** be mostly functional and compatible on top market share browsers (Chrome, Firefox, Safari, Edge) dating back 4 years from latest stable version.
- Screen reader comprehension **MUST** be tested using one of the most common screen reader and browser combinations: VoiceOver and Safari if on a Mac, and JAWS with Chrome or NVDA with Firefox if on Windows.
- To maximize compatibility with current and future user agents, markup elements **MUST** have start and end tags and **MUST** be nested according to their specifications. They **MUST NOT** contain duplicate attributes, and all IDs **MUST** be unique. These characteristics can be validated using the W3 validator at: <http://validator.w3.org/>.



B) BEST PRACTICES

The DMC expects that all online projects will be developed following current and longstanding web development standards and best practices. This includes the choices of technologies, programming languages, platforms, frameworks and coding techniques.

The following sections detail specific technical best practices that are required for all DMC-funded online projects.

1. Responsive Design

Online projects **MUST** be developed using responsive web design principles, meaning there is a single version of the project with a fluid presentation layer that adapts to any screen size.

A responsive web design approach includes:

- delivering site pages to all devices with the same URL and the same content, but not necessarily with the same layout structure
- a fluid grid design concept
- flexible images
- media queries and breakpoints

2. Progressive Enhancement

Technologies **MUST** be chosen to ensure that the content of the online project is available to the greatest number of visitors regardless of technical, physical, or cognitive impairment.



The core of every online project **MUST** be a base HTML version that presents all content in a simplified format, providing a basic level of user experience in all browsers.

The goal and idea behind progressive enhancement, is that no matter what technology layer(s) are removed (WebGL, JavaScript, CSS), pages **MUST** remain comprehensible and functional, although to a lesser degree.

All techniques used to enrich the user experience are encouraged and welcomed. However, they **MUST** do so unobtrusively. Unobtrusive JavaScript is the process or principle of JavaScript being used to complement and enhance the base HTML layer. It's the notion that using JavaScript **MUST NOT** be at the subjugation or dismissal of the underlying HTML and CSS layers.

By implementing unobtrusive scripting and progressive enhancement patterns in the design of online projects, we're ensuring that the components, pages, and entire sites degrade gracefully. Online project(s) will age less quickly when they conform to old and new technologies, assistive technologies, and various other miscellaneous criteria. There are a multitude of intrinsic and extrinsic factors that alter a user's experience, the only sustainable way to accommodate them is to build in a progressively enhanced manner.

In practice: Think about how best to represent information without JavaScript, using only CSS. Then think about it without the presentation layer (CSS), focusing only on semantic HTML.



3. Transport Layer Security (TLS)

Online projects **SHOULD** use the Transport Layer Security (TLS) protocol throughout the site. Online projects **MUST** use the TLS protocol when users are required to input a username and password.

Permission **MUST** be obtained from the DMC for online projects soliciting users for any personal information (name, address, email address, etc.) that will be stored by the project and kept for use by the organization responsible for the online project.

- It is not necessary to use TLS when gathering information through form-based email feedback, nor when soliciting a user's nickname only (for example, to store a high score in an online game).

On pages using TLS, all hyperlinks to pages that do not use this protocol **MUST** use relative URLs once the user has sent a request to stop using TLS (for example, logout after opening a session).

4. Search Engine Optimization (SEO)

Online projects **MUST** be developed in a way that maximizes the following:

- Search engine findability and crawlability of the project's main pages
- Shareability of the project's main pages on social media
- How well the project's main pages display in search engine results pages
- Every page **MUST** include a unique HTML document title and meta description



C) CONTENT ELEMENTS

DMC requires online projects to include certain content and features. Certain content **MUST** be represented in a manner consistent with these requirements, which are as follows:

1. Home Page

The online product **MUST** include a home page for each language version of the product.

2. Copyright

The project **MUST** include a full copyright statement identifying all rights holders for each language version.

3. Credits Page

The project **MUST** include a page with full credits for each language version.



The credits page statement **MUST** acknowledge the financial participation of the Government of Canada as follows:

English

This online project was developed with the support of the Digital Museums Canada investment program. Digital Museums Canada is managed by the Canadian Museum of History, with the financial support of the Government of Canada.

French

Ce projet en ligne a été réalisé grâce au programme d'investissement Musées numériques Canada. Musées numériques Canada est administré par le Musée canadien de l'histoire avec le soutien financier du gouvernement du Canada.

4. Feedback Form

Online projects **MUST** include a simple **HTML** feedback form in each respective official language. The feedback form **MUST** be configured to send an email to the organization responsible for the project.

The feedback form **MUST** be organized in a logical order. Requirements for the form are as follows:

- The form **MUST** include an email field, comments text area, and a submission button followed by a clear button.



- Labels **MUST** be associated with their controls, and logical grouping of form elements **MUST** be contained with the <fieldset /> with a <legend /> for each group.
- Forms **MUST** be accessible; that means, functional and understandable via keyboard only or keyboard accompanied with a screen reader.

Users **MUST** be advised of the privacy issues associated with sending feedback through email as follows:

English

The Internet is a public forum and electronic information can be intercepted. For reasons of security and privacy, we ask that you not send us any personal or confidential information, such as your Social Insurance Number (SIN), home or business address.

French

L'Internet est un forum public et l'information électronique peut être interceptée. Pour des raisons de sécurité et de respect de la vie privée, nous vous demandons de ne pas nous faire parvenir de renseignements personnels ou confidentiels, tels votre numéro d'assurance sociale, l'adresse de votre domicile ou de votre bureau.

5. Sitemap Page

Online projects **MUST** include a sitemap page for each language version. That is, a hierarchically organized or nested list of links to all major sections and pages of your project, at least two directory levels deep.



6. Multilingual Support

Online projects **MUST** be developed in Canada's two official languages, English and French and adhere to the following criteria:

- All content **MUST** be translated and available in both languages
- All project pages **MUST** have distinct URLs in each respective language
- It is **NOT** sufficient to merely link to the opposing language's home page
- Each page **MUST** have a language toggle link
- Selecting the language toggle **MUST** return the same page and content but in the opposing language

7. DMC Logo

Every page **MUST** distinctively include the DMC logo. The logo **MUST** appear in the top right-hand corner of each page with adequate considerations made so that it is distinct (visually and programmatically) from other elements surrounding it. Any alternative to this requirement **MUST** be agreed upon by both parties.

The DMC will provide SVG copies of the DMC logo upon request. The DMC logo **MUST** be marked up semantically and **MUST** link back to the DMC site. SVG format **MUST** be used for the web logo. The DMC logo **MUST** be implemented using the following HTML code:



English

```
<a href="https://www.digitalmuseums.ca"></a>
```

French

```
<a href="https://www.museenumeriques.ca"></a>
```

The DMC logo image **MUST NOT** form part of a client-side image map or CSS background-image without DMC's approval.

8. Web Analytics

Every page of the online project **MUST** include Google Analytics tracking code used to collect visitor data. For guidance and further details refer to Google's official [Set up data collection \(for websites\)](#)^[7].

The Analytics account **MUST** belong to the organization or developing agency and **MUST** have a property dedicated to the online project. A DMC user using the DMC provided email **MUST** be assigned to the site property and granted "Read and Analyze" access.



D) BACK-END

1. Response Time

Online projects **MUST** load reasonably quickly. A slow response time increases the bounce rate and decreases the average page views per visit.

Response time **MUST** also be reasonable on mobile devices. In addition, the size of content and downloads, the number of calls to the server, as well as page refreshes **MUST** be reduced as much as possible.

File sizes for all file types **MUST** be optimized. In particular, to produce the final image, audio and video files, settings **MUST** be used to optimize file size down to something reasonable for web consumption but **NOT** at the sacrifice of visibly degraded quality.

2. Password Protection

During online product development, the site **MUST** be password protected so that search engines and the general public cannot access the site.

Password protection **MUST** be done at the server level, rather than programmatically.



REFERENCES

1. <https://www.digitalmuseums.ca/help-and-resources/toolbox/resources/choosing-your-web-development-team/>
2. <http://www.w3.org/TR/2008/REC-WCAG20-20081211/#perceivable>
3. <https://www.w3.org/TR/UNDERSTANDING-WCAG20/visual-audio-contrast-contrast.html>
4. <http://www.w3.org/TR/2008/REC-WCAG20-20081211/#operable>
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