



AGREEMENT [REDACTED] – DIGITAL MUSEUMS CANADA (DMC) – SMALL INVESTMENT

THIS AGREEMENT is made on the [REDACTED] day of [REDACTED] two thousand twenty-one.

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

Hereinafter “the Museum”

AND: **[REDACTED]**

[REDACTED]
[REDACTED], [REDACTED], [REDACTED]

Hereinafter “the Organization”

PROJECT: COMMUNITY STORIES – “[REDACTED]”

IN CONSIDERATION of the sum of ONE DOLLAR (\$1) paid by each party to the other, and of the commitments and pledges made by the Organization to the Museum herein, and for any other consideration or valid clause, the parties hereby agree as follows:

1. Sprit 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 Community Stories 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. Funds for the work performed shall be released on the following basis:

Investment not to exceed \$xx,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 Terms and Conditions "TC" 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" of this Agreement (Investment Amount 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

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.

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

The parties agree that:

- Schedule “A” (“General Terms and Conditions”),
- Schedule “B” (“Investment Amount and Terms for Release of Funds”),
- Schedule “C” (“Scope of Work – The Organization”),
- Schedule “D” (“Scope of Work - The Museum”), and
- Schedule “E” (“Detailed Exhibit Description”)

form an integral part of this Agreement.

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 English.

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

The Museum

The Organization

Sylvie Parent, Senior Purchasing Officer

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

Date

Name and title

Date

SAMPLE

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

1. This Agreement is intended for the benefit of the Organization that the Canadian Museum of History (hereinafter “the Museum”), on behalf of Her Majesty the Queen in Right of Canada (hereinafter “Her Majesty”), has commissioned to produce a Project, in accordance with the work set out in this document (hereinafter “the work”).
2. Any work performed by the Organization shall be inspected by the Museum, which will then verify compliance of the work with the details set out in Schedule “C”.
3. If the Museum deems the Project to be non-compliant with any technical and content requirements established in this Agreement, it may, as appropriate and at its sole discretion, cancel any release of funds or a portion thereof.
4. Subject to Clause 3, the Museum will pay the Organization, once the work has been completed and upon presentation of an invoice, the amount established by the Museum in this Agreement and accepted by the Organization pursuant to Clause 3.
5. The Museum may terminate this Agreement at any time and for any reason and may notify the Organization that it must stop all work; upon receipt of such notice, the Organization shall immediately cease all operations undertaken to perform the work in question. The Museum shall pay the Organization an amount equivalent to the value that it has assigned to the work completed prior to the date of the notice.
6. The Organization may not begin the work until both parties have signed the written Agreement.
7. Federal members of Parliament may not be a full or partial party to this Agreement and may not enjoy any benefits arising therefrom.
8. No subcontract shall relieve the Organization from any of its obligations under the Agreement or impose any liability upon Her Majesty or the Museum to a Subcontractor.
9. In case of discrepancy, the statement of work provided herein shall supersede any other provisions of the General Terms and Conditions.
10. Time shall be of the essence in this Agreement. To that end, the Organization shall promptly notify the Museum in writing of any events that delay or risk delaying completion of the work. If due to force majeure or any other reasons beyond the Organization’s control, any portion of the work has been or is likely to be delayed, the Museum may, at its sole discretion, extend the time provided for the performance of the portion of the work in question.
11. The Organization shall at all times indemnify and hold harmless the Museum, its directors, officers and employees, and any other person for whom the Museum is responsible under the law, against any loss, claims (including claims by the Organization’s staff members pursuant to any legislation concerning workers’ compensation or workplace insurance), applications, arbitral awards, judgments, legal

proceedings and lawsuits initiated against or brought by anyone for property loss, damage or destruction (including loss and damage sustained by the Organization), personal injury, including fatal injuries, or as a result of property loss, damage or destruction, expenses and charges (including indirect and financial loss, legal fees and disbursements on a solicitor-client basis) sustained or caused by the Museum as a consequence of or in connection with this Agreement, whether or not the result of the Organization's negligence, unless said loss or damage has arisen solely due to the Museum's negligence. Furthermore, the Organization shall indemnify and hold the Museum harmless against any legal actions and claims for infringement or alleged infringement by the Organization of any patent, industrial design or trademark, including infringement arising from the specifications provided by the Museum.

12. Prior to the launch of the Project online (as described in Schedule "E" of this Agreement), the Organization shall:
 - (i) Have ensured release and paid any costs associated with all rights required for the use, reproduction, adaptation, translation, publication, display, performance and communication to the public using any means of telecommunication of the Project and the underlying work contained in the Project;
 - (ii) Have ensured release and paid any costs associated with all rights required for the use, reproduction, adaptation, translation, publication, display, performance and communication to the public using any means of telecommunication of the work authorized herein, in accordance with Schedule "C" of this Agreement, in order to promote the Project and Digital Museums Canada (DMC);
 - (iii) Have the right, power and authority to grant all rights, licenses and privileges referred to in this Agreement;
 - (iv) Have the right, power legal capacity and authority to be a party to this Agreement and to comply with all its terms and conditions, and have duly authorized its representative and conferred upon the latter the power to sign this Agreement on its behalf;
 - (v) Ensure that all aspects of the work performed under the general terms and conditions of this Agreement are consistent with the technical requirements detailed in Schedule "C", attached to this Agreement; and
 - (vi) Meet all deadlines stipulated in this Agreement.
13. During the development of the life of the Project, the Organization and its team shall ensure that no element or link serves a marketing purpose for the sale of goods or services.
14. In consideration of the funds released to the Organization by the Museum, the Organization hereby grants to the Museum a worldwide, non-exclusive, royalty-free license for the duration of this Agreement, and any subsequent renewals, to:

- (i) Reproduce, adapt, translate, publish, display, perform and communicate to the public using any means of telecommunication the Project on the Internet as part of DMC and related products;
 - (ii) Authorize third parties, selected at the sole discretion of the Museum, to hold a license to the rights granted to the Museum by the Organization in order to promote and expand the availability of the Project and the DMC, provided that reproduction is linked to Museum or DMC sites;
 - (iii) Authorize third parties, including social media, selected at the sole discretion of the Museum, to hold a license to the rights granted to the Museum in order to promote and expand the visibility of the Project and DMC, provided that reproduction is linked to Museum or DMC sites; and
 - (iv) Reproduce, adapt, translate, publish, display, perform and communicate to the public using any means of telecommunication or to otherwise make available the work set out in Schedule "C" for the purpose of promoting the Project and DMC.
15. The Museum hereby grants to the Organization, for the duration of this Agreement and any subsequent renewal, a worldwide, non-exclusive, royalty-free license:
- (i) To use, reproduce, make available and communicate to the public using any means of telecommunication the DMC trademark as part of the Project referred to in this Agreement. The Museum shall retain all rights and interests related to the DMC name, logo and trademark;
 - (ii) The Organization may, with prior consent from the Museum, which shall not be unreasonably withheld, assign to a third party the right to host the Project on the latter's website, provided that the Project remains intact and has all the DMC logos, as long as the third party has a link on its site leading to the DMC website.
16. Nothing in this Agreement shall be interpreted as implying the transfer of intellectual property from one party to the other to this Agreement or to any other party. Moreover, this Agreement shall not be construed as authorizing the transfer of rights from the owner of the intellectual property to third parties. The Museum and the Organization shall retain and reserve all rights of ownership of intellectual property not expressly granted under this Agreement.
17. For the sole purpose of complying with the provisions for the archiving and retention of official documents required under federal and provincial legislation, including, but not limited to, the *Library and Archives of Canada Act*, S.C 2004, c. 11, the Organization hereby grants to the Museum the right to reproduce, translate and adapt its data for the duration prescribed by law.

18. 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 participants.
19. Unless otherwise stipulated, this Agreement shall be governed and interpreted by the laws in force in the province of Quebec.
20. The Project Authority shall be vested with the following powers and responsibilities:
 - (i) Oversee the investment on behalf of the DMC and perform all DMC Quality Assurance Reviews;
 - (ii) Respond to all requests for information regarding the work;
 - (iii) As necessary, recommend and extension or amendments to the Agreement, based on reasonable grounds;
 - (iv) Approve invoices from the Organization after having verified the proper performance of the work provided for in the Agreement; and
 - (v) Authorize the project closure.
21. The Contracting Authority shall be vested with the following powers and responsibilities:
 - (i) Respond to requests for information regarding the general terms and conditions of the Agreement and related amendments;
 - (ii) Alone authorize amendments to the Agreement;
 - (iii) Alone make the Agreement binding on the Museum; and
 - (iv) Ensure the resolution of disputes arising from the Agreement.
22. To be valid, changes and amendments made to this Agreement shall be set out in writing and signed by both parties.
23. A facsimile executed copy of the Agreement shall be binding on the parties.

SCHEDULE “B” - INVESTMENT AMOUNT AND TERMS FOR RELEASE OF FUNDS

1. A release of **40% (\$x,xxx.xx)** of the approved investment upon receipt and acceptance of:
 - (i) A revised production schedule;
 - (ii) A revised budget;
 - (iii) If required, a refined description of the Project based on Schedule “E”;
 - (iv) A relevant sample of the translator’s previous work;
 - (v) All deliverables identified in points i to iv will be delivered by **date**; and
 - (vi) Once the Project Authority has approved all the deliverables identified in points i to iv, submission and approval by the Project Authority of a request to release funds.

2. A release of **40% (\$x,xxx.xx)** of the approved investment upon receipt and acceptance of:
 - (i) The preliminary version of the Project (in the official language of your choice) through the *Community Stories* authoring tool as described in Schedule “D”;
 - (ii) A sample of translated Project text, no less than 250 words, in the second official language, provided by the translator for quality review by the Museum;
 - (iii) All deliverables identified in points i to ii will be delivered by **date**; and
 - (iv) Once the preliminary version of the Project is accepted for review by the Project Authority, submission and approval by the Project Authority of a request to release funds.

3. A final release of **20% (\$x,xxx.xx)** for the balance of the approved investment after satisfactory completion and acceptance of the following:
 - (i) Submission of the final version of the Project (both official languages) incorporating all the changes requested by the Museum’s Quality Assurance Review;
 - (ii) Submission of the completed DMC Landing Page Form as per Schedule “C”.
 - (iii) All deliverables identified in points i and ii will be delivered by **date**; and
 - (iv) Submission of the updated final version of the Project incorporating all the changes requested by the Museum following the Museum’s Quality Assurance Review of the final version submitted as per point i delivered by **date**; and
 - (v) Once the final Project is accepted by the Project Authority, submission and approval by the Project Authority of a request to release funds.

Funds will be released within thirty (30) days of the date of receipt by the Museum of the request to release funds and supporting documentation, if applicable.

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.

SAMPLE

SCHEDULE “C” – SCOPE OF WORK – THE ORGANIZATION

The Organization agrees to perform the work as follows:

1. Create a Project entitled: “Project Title” (hereinafter called "the Project") as described in Schedule “E”, and make it available to the public on the Digital Museums Canada (DMC) website;
2. Provide the tools and environment for community engagement in the creation of the Project, such as: co-creation, content provision, education, skill development or audience consultation;
3. Identify and develop a storyline for the Project;
4. Choose, create, and optimize all the images, videos and audio content to be included in the Project;
5. Obtain and pay for the legal rights to reproduce all Project materials;
6. Write and edit all the text for the Project;
7. Translate and edit the text of the Project into the other official language;
8. Ensure that the Project is developed according to the guidelines and technical requirements provided with the Community Stories authoring tool;
9. Complete the DMC Landing Page Form provided by the Museum in both English and French, and provide the text and images required;
10. Obtain and pay for all intellectual property clearances on any content included in the Project;
11. Create a YouTube account (if the Project contains any videos or audio recordings) and post any videos and audio recordings and related closed captioning in both official languages for the Project on the YouTube account;
12. After the Project is launched on the DMC website respond to any user feedback about the Project, in a timely manner with a copy to the Museum. The Organization’s email address is used for feedback messages from users when a Project is completed.
13. Conduct Quality Assurance verification on the Project and any follow-ups required by the Museum during its development and after its launch;
14. Add a link to the Project on the DMC website in a predominant location on the Organization’s website; and
15. Permit the Museum to select up to five digital images from the Project (including the main image), that may be used by the Museum to promote the Project and/or DMC, including on social media.

SCHEDULE “D” - SCOPE OF WORK – THE MUSEUM

The Museum agrees to:

1. Maintain the Digital Museums Canada (DMC) website and search facilities to assist the public to locate DMC content;
2. Provide the Organization with access to the *Community Stories* authoring tool and to a User Guide to develop the Project for the purposes of delivering the content to the Museum as required under this Agreement;
3. Provide support to the Organization relating to the use of the *Community Stories* authoring tool. Support is contingent upon the Organization's use of hardware configurations recommended by the Museum for this initiative;
4. Perform and complete at least two content and technical Quality Assurance Reviews (preliminary and final) within four weeks of receiving the Project;
5. If the Organization wishes to have an archival copy of their Project, the raw data files can be provided. However, the files are provided as is and it will be the Organization's responsibility to suit them to their purpose;
6. Host the Project on the DMC website;
7. Provide search engine optimization (SEO) and Web writing recommendations;
8. Provide sample rights clearance forms;
9. Deploy and host the Project on the Museum's secured servers; and
10. Maintain the Project for the duration of the contract after the launch of the Project.

SCHEDULE “E” – PROJECT DESCRIPTION

DIGITAL MUSEUMS CANADA (DMC) – SMALL INVESTMENT

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

1. A description of the subject and
2. The overall objectives of the project;
3. The target audience(s);
4. The storyline - general description of how you are planning to structure your subject with short description of planned chapters or sections of the Project;
5. Content that you intend to include in your Project, including types of content (images, text, video/audio, community interviews, other media, etc.) and planned quantities for each type of content.

SAMPLE