



Digital  
Museums  
Canada

Musées  
numériques  
Canada

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

THIS AGREEMENT is made on the xx<sup>nd</sup> 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 in both Official Languages.

## 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”)

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

SAMPLE

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

### **1. Definitions**

- (i) “Agreement” means the Agreement to which these General Terms and Conditions relate.
- (ii) “Organization” means those persons who have been commissioned to produce a Project.
- (iii) “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.
- (iv) “DMC” means Digital Museums Canada and represents the division of the Museum that manages the Investment program.
- (v) “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* (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:

- (i) 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
- (ii) the Organization has not employed any person to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee; and
- (iii) 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 <b>Project Authority</b> for work-related issues and as determined in the Agreement.	To the <b>Contracting Authority</b> 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) identification of the target audience(s) and user outcomes;
- (b) a messaging plan - main and secondary messages. These may be incorporated in the content grid;
- (c) a content grid – a clear and detailed plan of the content and how it will be presented, including tone and style, with evidence that the content will be developed taking in account the target audience and user outcomes;
- (d) sample texts - sample of each type of text (title, intro, main body, captions, labels, descriptive transcript, interactive text, alternative text, closed captioning, etc.);
- (e) a sample translation – 250 words of main content text, translated and edited into the second official language;
- (f) Information Architecture (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 preliminary accessibility strategy – a text based document outlining how the Project will meet the accessibility requirements:
- (h) a preliminary design, if required – a visual representation of the desktop and/or mobile experience – e.g. wireframes, mood boards, style guides, user flow, etc;
- (i) 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) final accessibility strategy wireframes, if required – a visual representation of the text-based preliminary accessibility strategy:
- (b) final designs, if required – provided in one or more of the following formats: static design, uncoded prototype and/or coded prototype;

According to the complexity of the Project, DMC feedback may be required for deliverables (a), (b) and/or other elements of the Project before coding the functional online **Preliminary Version** (d).

- (c) A formative evaluation report – related to user testing (such as writing tone and style, graphic design, navigation and overall user experience) performed on a prototype and/or on the Preliminary Version of the Project with a sample of the Project’s target audience(s). The report must include: number of participants, dates, objectives, methodology, findings and how these findings are incorporated in the Preliminary Version of the Project;
- (d) A **Preliminary Version** – a fully functional, coded version of the Project with sample content developed to meet the technical requirements (Schedule F). The preliminary version is based on the Interpretive Plan and the formative evaluation findings (c).

The exact content of the **Preliminary Version** is determined by the Organization and DMC. 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 and Organization logo placement;
- All mandatory navigation elements;
- Fully functional examples of each type of multimedia and interactive elements that were outlined in the Project description and/or the Interpretive Plan;
- Links to placeholder content in second official language.

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

- (e) 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 **Final Version in One Language** 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 **Final Version in One Language** 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 Project Page Form provided by the Museum, filled in accordance with Schedule “C”; and

The **Final Version in One Language** must be submitted no later than **Date**.

- (e) as required, the **updated Final Version(s) in One Language** 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 **Final Version in One Language**, the Organization can submit a request to release funds for **15% (\$xx,xxx.00)** of the investment.

## PHASE 5

The **Final Version in both Official Languages** of the Project which includes:

- (a) A fully functional **Final Version in both Official Languages** (and any additional languages) 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 in both Official Languages** 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 **Final Version in One Language**;
- (b) as required, the updated DMC Project Page Form completed in accordance with Schedule “C”;

The **Final Version in both Official Languages** and the completed DMC Project Page Form must be submitted no later than **Date**.

- (c) as required, the **updated Final Version(s) in both Official Languages** 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) in both Official Languages** 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, throughout all phases of the project, any deliverable or element of a deliverable, does not satisfy all the content and technical requirements set forth in this Agreement, and after all options have been explored with the organisation, the Museum can, as appropriate and in its sole discretion, cancel any payment 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 Project 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), MEDIUM AND LARGE INVESTMENT

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