



Digital Museums Canada / Musées numériques Canada

This AGREEMENT is made on June 30, 20XX

Agreement

BETWEEN:

CANADIAN MUSEUM OF HISTORY
100 Laurier Street
Gatineau, QC, K1A 0M8
Hereinafter the "Museum"

AND:

ORGANIZATION NAME
Address
Hereinafter the "Organization"

Collectively referred to as the "Parties"

COMMUNITY STORY:

"Project Name"
Hereinafter the "Project"

Background

Digital Museums Canada (DMC) is managed by the Canadian Museum of History. The Organization submitted a Project proposal to DMC's 20XX Call for Proposals, which closed December 1, 20XX. DMC's Advisory Committee recommended this Project for investment. The Museum issued a Notice of Award letter in April 20XX. The Organization accepted the award and signed the "Acceptance of Investment" form on XXX.

Purpose of the Agreement

This Agreement serves as a commitment from both Parties and allows the Organization to begin work on the Project. This Agreement will be made whole when the annexes (Annex A: Deliverables & Terms of Release of Funds and Annex B: Project Description & Scope) are completed by the Organization at the end of Phase 1: Production Plan (per Section 5.2), and the Agreement is amended and duly signed.

The amendment is to be signed by January 31, 20XX, or sooner. Should the Organization unreasonably delay the signing of the amendment, the Museum reserves the right to cancel the Agreement.

1. Community Story

1.1 Spirit of the proposal: The Organization undertakes to produce an online Project as described in the proposal submitted in the 20XX Call for Proposals. As the proposal was selected by a competitive process, the Project must be comparable in scope and ambition.

1.2 Spirit of the program: The Museum recognizes the freedom of creators. At the same time, the Organization will ensure the Project is respectful, open, inclusive, and accessible. The Project must show respect for the subject matter being addressed, target audiences, communities, and align with the Museum's values and ethics. The Project may not be used for political, ideological, or religious aims, nor for commercial or fundraising purposes. 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 notice.

1.3 Distinct online product: The Project cannot be a replica of an existing onsite or online exhibition or product (such as a digitized catalogue or duplicate of a physical exhibition). The Project can use existing research or materials as a starting point, but it must be a unique, standalone product conceived for an online audience.

1.4 Languages: The Project will be produced and professionally translated (including a comparative edit) in both English and French. The Project may also be produced in additional languages if desired.

1.5 Accessibility: The Project will use images and videos optimized for online use. Alt texts, transcriptions and closed captions are required throughout.

1.6 Launch Deadline:

- Projects produced in English and French: The deadline is **June 30, 20XX (2 years)**, or sooner.
- **Projects produced in English, French and a third language: The deadline is December 31, 20XX (2.5 years), or sooner.**

1.7 DMC visibility: The Organization agrees to acknowledge DMC in all communications materials (press releases, social media posts, etc.) with credit line:

“Developed with the support of Digital Museums Canada, an investment program managed by the Canadian Museum of History.”

« Réalisé grâce à Musées numériques Canada, un programme d'investissement administré par le Musée canadien de l'histoire. »

The Organization will seek and obtain prior approval for communications materials that mention the Museum. The Organization agrees to extend courtesy invitations to Museum representatives for public events or press conferences for the Project.

2. Investment Amount

2.1. The investment will be **CA\$25,000.00**, for each Community Story that is produced in both English and French. The investment must be used on DMC-eligible expenses. The Museum may ask for clarification of questionable costs.

2.2. If the Community Story will be produced in a third language: Since translation costs can vary depending on the language, the investment amount provided from DMC is \$25,000 plus the actual costs of the third language translation (**XX language**) and a CA\$2,000 stipend provided to the Organization.

3. The Organization's Responsibilities

The Organization agrees to perform the work as follows:

3.1 Project Management: Build, manage and compensate a complete Project team. Control the budget and schedule to align with the Project's scope.

3.2 Communication and deadlines: Communicate with DMC in a timely and responsive manner. Meeting deadlines is an essential condition of the Agreement. Accordingly, the Organization shall promptly notify the Museum in writing of any event which delays or is likely to delay the completion of the Project.

3.3 Content and user experience: Undertake research and select, digitize, or create materials. Writing, editing and translation of all content appropriate for the target audience. Consultation with communities if necessary.

3.4 Copyright: Clears and pays for all rights necessary for the use, reproduction, adaptation, translation, publication, exhibition, performance, and communication to the public by telecommunication of the authorized works contained in the Project for the purpose of promoting the Project and DMC. Monitors any content uploaded to the Project by third parties to ensure that the content does not violate any laws relating to the protection of fundamental human rights, privacy, publicity, or intellectual property.

3.5 Intellectual Property: The Organization grants the Museum a worldwide, non-exclusive, royalty-free license for the duration of the Project lifecycle (from development, to launch and the 5-year period) to:

- Reproduce, adapt, translate, publish, exhibit, perform and communicate and promote to the public the Project and its works on the Internet as part of DMC and related products;
- Authorize third parties, including social media as chosen at the sole discretion of the Museum, to hold a license for the rights granted to the Museum, in order to promote and expand the distribution of the Project and DMC, as long as the reproduction is linked to the Museum or DMC sites.

Nothing in this Agreement shall be construed to imply the transfer of intellectual property from one party to the other.

3.6 DMC Launch Form and promotional images: Completes the DMC Launch Form in English and French. Provides three (3) or more high-resolution images (no smaller than 1200 pixels wide, with captions, credit line and alternative texts) that may be used by the Museum to promote the Project and/or DMC in communications materials (DMC website, social media, etc.).

3.7 Project promotion: Promote the Project widely. Add a link to the Project in a prominent location on the Organization's website.

3.8 Video Testimonial: Provide a 30-second video testimonial about the impact of the DMC program for promotional purposes.

4. The Museum's Responsibilities

The Museum agrees to perform the work as follows:

4.1 Communication, support, and review of deliverables: Provide ongoing guidance to the Organization during the development of the project. Review and provide feedback on all deliverables promptly.

4.2 DMC website and promotion: Maintain the DMC and Community Stories' websites. Where possible, at the discretion of DMC, feature the Project on the DMC or Museum's corporate websites and in other promotional means (i.e., social media).

5. Phases, Deliverables and Funds

5.1 Agreement

Upon signature of this Agreement, the Organization will receive an advance of 5% from the maximum investment amount, CA\$1,250.00, for the work to be completed in the Phase 1 (per 5.2).

5.2 Phase 1: Production Plan

The Organization clarifies the proposal submission to refine the project's team members and contractors are confirmed. If applicable, critical community consultation is completed, where the consultation is necessary for the project to begin.

- Deliverables:
 - Revised budget
 - Revised schedule – which becomes Annex A: Deliverables & Terms of Release of Funds
 - Revised concept – which becomes Annex B: Project Description & Scope
- Amendment to the Agreement:
 - By the end of Phase 1, the Organization will complete the Agreement annexes, amend, and duly sign the Amendment.
- Release of funds:
 - Upon Amendment signature, the Organization will receive the balance of the first investment installment (35% of the total investment)
 - This phase has a maximum duration of 7 months, ideally shorter.

5.3 Phase 2 – Preliminary Version – One language

- Deliverables:

- Preliminary version (in either English or French) delivered using the Community Stories website-building platform
- Translation sample of at least 250 words in the 2nd official language
- Release of funds: 40%

5.4 Phase 3 – Final Version – English and French

- Deliverables:
 - Final version in English and French incorporating all revisions
 - DMC Launch Form and promotional images
 - Launch of Community Story
- Release of funds: 20%

5.5 Phase 4 – Third Language Version (optional)

- Deliverables:
 - Final version in XXX
 - DMC Launch Form and promotional images
 - Launch of Community Story
- Release of funds: Upon launch, payment of CA\$2,000 stipend and actual costs of 3rd language translation (invoice required)

5.5 Deliverable review:

Upon submission, DMC requires up to 10 working days in Phase 1 and up to 20 working days in the other phases to review. The approval may require multiple rounds of review cycles subject to the discretion of the Museum. Plan for at least 2 cycles at each phase. If, in the opinion of the Museum, any deliverable does not satisfy the requirements set forth in this Agreement, and after all options have been explored with the Organization, the Museum can, as appropriate and in its sole discretion, cancel any payment or part thereof.

6. General Conditions

6.1 The Museum’s [General Conditions](#) form an integral part of this Agreement.

The Museum

The Organization

Éric Doiron
 CFO and Vice President – Finance, Infrastructure
 and Visitor Services
 Canadian Museum of History and Canadian War
 Museum

Name and title

Signature

Date

Date

AMENDMENT TO THE AGREEMENT #XXX
Community Stories

Annex A: Deliverables & Terms of Release of Funds

Annex A defines the timeline and deliverables for the Project.

Phase		Deliverable	Delivery date	Release of Funds (upon approval of deliverable)
2	Preliminary Version – 1 language	<ul style="list-style-type: none"> - Preliminary Version – in either English or French – with real content, delivered using the Community Stories website-building platform. - Translation sample of atleast 250 words in the 2nd language that has been professionally edited. DMC will review that the tone and style is equivalent and the readability is well suited for the target audience. 	XXX	40% \$10,000
3	Final Version – English and French	<ul style="list-style-type: none"> - Final version – in English and French – delivered using the Community Stories website-building platform and incorporating all revisions. This should use final, professionally edited text in all languages based on the approved Phase 2 deliverable. A comparative read must be undertaken to ensure equivalency. - DMC Launch Form and promotional images - Launch of Community Story - Video testimonial 	XXX	20% \$5,000
4	Third Language Version (optional)	<ul style="list-style-type: none"> - Final version – in third language – delivered using the Community Stories website-building platform and incorporating all revisions. - DMC Launch Form and promotional images - Launch of Community Story - Video testimonial 	XXX	Upon launch, payment of \$2,000 stipend and actual costs of 3 rd language translation (invoice required)
LAUNCH DATE: XXX				

Annex B: Project Description & Scope

Annex B defines the concept and scope of the Project. It draws on information adapted from your proposal following its selection to DMC's investment program and Phase 1 of the project development process. It is understood that the Project may evolve through research, creative development, user testing, or community consultation; however, its scope should remain comparable to that of the proposal.

(Add rows to tables if needed)

Project Title

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Project Description

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Storyline

Chapters / Themes		Description and key message(s)

Target Audience

Primary Audience	Outcomes
Secondary Audience (if applicable)	Outcomes

Content

Media Assets	Quantity	Source or collection	Status

Community Engagement

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