



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”

DIGITAL PROJECT:

“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 20XX**.

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. Digital Project

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 must be hosted by the Organization at a dedicated URL (e.g., domain or sub directory) and be based on an autonomous web architecture and data repository. 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 be produced to reflect web accessibility standards according to the [Web Content Accessibility Guidelines](#) (version 2.2, level AA or higher), as well as the [DMC Technical Requirements](#).
- 1.6 Launch Deadline:** The maximum deadline for launching is **June 30, 20XX (4 years)**, or sooner.
- 1.7 DMC visibility:** The Project will acknowledge DMC under the credits or funding page using the DMC logo and the following credit line:

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

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

The Organization agrees to acknowledge DMC in all communications materials (press releases, social media posts, etc.) with the above-mentioned credit line. 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.** Based on the eligible expenses in the Project proposal's budget, the total DMC investment will be **up to a maximum of CA\$AMOUNT**. The Museum may ask for clarification of questionable costs and other ineligible expenses may be at a later stage.

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 including a web development agency and technical specialists. 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. Develop an interpretive plan. Produce the user experience. Writing, editing and translation of all content appropriate for the target audience. Consultation, user testing and evaluations with audiences (and/or communities).
- 3.4 Web development:** Design and produce the Project. Oversee the web development agency and all technical specialists to ensure accessibility (per 1.5).
- 3.5 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.

3.6 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 maintenance period (per 3.10) 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.

3.7 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.).

3.8 Google Analytics: Establish Google Analytics tracking for the Project and provide the Museum read-only access. The Museum may feature Google Analytics information in reporting.

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

3.10 Web hosting and maintenance: Ensure the Project is hosted for 5 years post-launch, maintained and functional throughout its lifespan including web hosting fees.

3.11 Report of Expenditures: Provide a final budget demonstrating all funds have been spent.

3.12 Video Testimonial: Provide a 30-second video testimonial about the experience and impact of the DMC program which DMC may use 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.

4.3 DMC Logo: Provide the Organization with electronic copies of the DMC logo for incorporation into the Project.

4.4 DMC website and promotion: Maintain the DMC website. 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\$AMOUNT, 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. The project 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 (CA\$AMOUNT- 25% of the total investment)
 - This phase has a maximum duration of 7 months, ideally shorter.

5.3 Phase 2 – User Experience Approach: Content, Design and Technical

- Deliverables:
 - Interpretive plan
 - Information architecture (IA)
 - List of enhancements
 - Accessibility approach
 - Sample texts
 - Design approach
- Release of funds: 15% (CA\$AMOUNT)

5.4 Phase 3 – Preliminary Version

- Deliverables:
 - *Part 1 (prior to coding):* Final design with accessibility accommodations
 - *Part 2:* User testing report, fully functional preliminary version in English or French
- Release of funds: 20% (CA\$AMOUNT)

5.5 Phase 4 – Final Version – One language

- Deliverables:
 - Final version – one language incorporating all revisions made in Phase 3.
 - Translation sample
- Release of funds: 15% (CA\$AMOUNT)

5.6 Phase 5 – Final Version – English and French

- Deliverables:
 - Final Version in both English and French (and any additional languages) incorporating all revisions made in Phase 4.
 - DMC Launch Form and promotional images.
 - Report of expenditures
- Release of funds: Final 20% (CA\$AMOUNT)

5.7 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

SAMPLE

Annex A: Deliverables & Terms of Release of Funds

Annex A defines the timeline and deliverables for the Project.

Phases 2-5

Phase		Deliverable	Delivery date	Release of Funds (upon approval of deliverable)
2	User Experience Approach: <i>Content, Design and Technical</i>	<ul style="list-style-type: none"> - Interpretive Plan - Information Architecture diagram - List of enhancements - Accessibility approach - Sample texts - Design approach 	XXX	15% \$ XXX
3	Preliminary Version	<p><i>Part 1 (prior to coding)</i></p> <ul style="list-style-type: none"> - Final design with accessibility accommodations presentation and walkthrough <p><i>Part 2</i></p> <ul style="list-style-type: none"> - User testing report - Fully functional preliminary version in English or French 	Following end of part 2 XXX	20% \$ XXX
4	Final Version - 1 Language	<ul style="list-style-type: none"> - Final Version – in one language - Translation sample (in second official language) 	XXX	15% \$ XXX
5	Final Version – English & French (and any additional languages)	<ul style="list-style-type: none"> - Final Version – multilingual - <i>DMC Launch Form</i> & promotional images - Report of Expenditures - Video testimonial 	XXX	Final 20% \$ XXX
LAUNCH DATE: XXX				

Detailed Description of Phases

PHASE 2: User Experience Approach: *Content, Design and Technical*

Objective: Prior to beginning coding, map out the user experience, interpretive approach, content, preliminary design, technology, and accessibility of the Project.

Deliverables:

- **Interpretive Plan** including:
 - **target audience(s) and user outcomes**
 - A detailed definition of the target audiences and the expected outcomes
 - **a messaging plan**
 - the “big idea”, main and secondary message
 - themes and subthemes
 - **a content grid**
 - a clear and detailed plan of the type of content (i.e., texts, media) and how they will be

- organized and presented to the user
 - Content should be selected to support the messaging, user experience and audience
 - **user experience**
 - an overview of the user flow
 - A detailed description of how the user will interact with the various elements of the Project
 - Provide specifics on items such as 360 experiences, interactive maps, zoom functions to images, carousels, timelines, etc.
- **Information Architecture (IA) diagram**
 - Developed in collaboration with the technical team, this is a visual diagram that shows how all elements in the content grid will be structurally organized.
- **List of enhancements**
 - A list of key features or functionality that will enhance the Project beyond the pages of basic text and images.
 - The list must describe the features 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.); and 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 HTML or CSS3).
- **Accessibility approach**
 - A document identifying unique elements, that pose or may pose accessibility problems of moderate to advanced complexity. For each element, different criteria, challenges, and solutions are described.
- **Sample texts**
 - A sample of each type of text (title, main body, captions, labels, descriptive transcript, interactive text alternative text, closed captioning, etc.)
 - A tone and writing style adapted to the target audience(s).
- **Design approach**
 - A visual representation of the desktop and/or mobile experience – e.g., wireframes, mood boards, style guides, etc.

PHASE 3: Preliminary Version

Objective: To approve the final design and accessibility accommodations of the **Project**. To undergo user testing and integrate their feedback into the preliminary version. To produce a fully functional, coded preliminary version of the **Project** with sample content.

Deliverables:

Part 1 (prior to coding):

- **Final design with accessibility accommodations**
 - Via a meeting and walkthrough with DMC, a presentation of the final design approach including how all the enhancements will meet the [accessibility needs](#) and [DMC Technical Requirements](#).

Part 2:

- **User testing report**
 - A prototype of the Project is tested with the target audience(s) and feedback is provided on topics such as writing tone and style, graphic design, navigation, and overall user experience.
 - The report must include the number of users from your target audience, dates, testing objectives and methodology, and how these findings were incorporated in your fully functional preliminary version.
- **Fully functional preliminary version*** in English or French of the:
 - Home page;
 - Secondary page;
 - A minimum of three other content pages;
 - Sitemap page;

- Credits, feedback and contact page(s) or sections;
- DMC logo and Organization logo placement;
- All mandatory navigation elements;
- Fully functional examples of each type of multimedia and interactive elements;
- Links to placeholder content in second official language

*The exact content of the preliminary version is determined by the Organization and DMC

PHASE 4: Final Version – One Language

Objective: To produce a fully functional, coded, final version of the Project in either English or French with final content.

Deliverables:

- **Final Version in one language**
 - All elements and revisions addressed at Phase 3 must be integrated.
 - This should use final, professionally edited text and be based on the approved Phase 2 and Phase 3 deliverables.
- **Translation sample** (in either English or French)
 - A sample translation of no less than 250 words from your Project that has been professionally revised. DMC will review for equivalent tone and style and appropriate readability for the target audience.

PHASE 5: Final Version – English & French (and any additional languages)

Objective: To produce a final version of the **Project** in all languages with final content.

Deliverables:

- **Final Version in all languages with final content moved to the production URL**
 - This should use final, professionally edited text in all languages based on the approved Phase 4 deliverable.
 - A comparative read must be undertaken to ensure equivalency.
- **DMC Launch Form and promotional images**
- **Report of Expenditures**
 - Submitted no later than 60 days after launch.
- **Video testimonial**

Annex B: Project Description & Scope

Annex B defines the concept and scope of the Project. It builds on the information from your proposal, adapted based on the allocation 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 the tables as needed.)

Project Title

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Project Description

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Subject	Theme(s)	Description and key message(s)

Target Audience

Primary Audience	Outcomes
Secondary Audience (if applicable)	Outcomes

Evaluation(s)

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Content

Media Assets	Quantity	Source or collection	Status

User Experience

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Technology & Accessibility

Digital tool / technologies	Accessibility

Community Engagement

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