

PROFESSIONAL SERVICES CONTRACT

ENTERED INTO BETWEEN

LEGAL NAME			
CONTACT INFORMATION	ADDRESS		
	CITY	PROVINCE	POSTAL CODE
	TELEPHONE	EMAIL	

Represented for the purpose of the present contract by _____, duly authorized,

hereinafter the MUSEUM

AND

NAME			
CONTACT INFORMATION	ADDRESS		
	CITY	PROVINCE	POSTAL CODE
	TELEPHONE	EMAIL	
TAX NUMBERS	GST	QST	

If applicable, doing business under the company name _____

hereinafter the SERVICE PROVIDER

WHEREAS THE MUSEUM wishes, in the context of its museum-related activities, to produce a project, as described in Annex A;

WHEREAS THE SERVICE PROVIDER is able to execute the tasks set out in Annex A;

WHEREAS the preamble is an integral part of the present contract;

THE SERVICE PROVIDER AND THE MUSEUM AGREE ON THE FOLLOWING:

1. DECLARATIONS AND QUALITY OF THE CONTRACTUAL RELATIONSHIP

1.1 The SERVICE PROVIDER declares that:

- He or she is able to conclude the present contract and that there is no obstacle to its execution
- He or she possesses the expertise, skills, and resources necessary to execute the tasks set out in Annex A
- He or she will respect the provisions of the *Copyright Act*.

1.2 The MUSEUM declares that the representative designated in the preamble is authorized to sign the present contract.

1.3 The MUSEUM and the SERVICE PROVIDER agree to conclude the present contract due to the professional and personal qualities of the SERVICE PROVIDER. The SERVICE PROVIDER may enlist the services of a third party in order to execute certain tasks set out in Annex A. The SERVICE PROVIDER nevertheless remains the principal contractor.

2. OBJECT AND NATURE OF THE CONTRACT

The MUSEUM retains the services of the SERVICE PROVIDER, on a non-exclusive basis, to execute the tasks provided in Annex A, in compliance with the specifications set out in that annex and subject to the conditions provided in the present contract.

3. PROFESSIONAL FEES AND COSTS

3.1 In compensation for the tasks provided in Annex A, the MUSEUM will pay the SERVICE PROVIDER the following fees and royalties: \$ _____.

3.2 The MUSEUM agrees to reimburse to the SERVICE PROVIDER the travel and lodging costs incurred by the SERVICE PROVIDER in the course of executing the tasks provided in the present contract, in compliance:

with the MUSEUM's policies and subject to prior approval.

with the following scale:

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3.3 Following approval of the work by the MUSEUM's representative, the sums provided in clauses 3.1 and 3.2 are paid to the SERVICE PROVIDER according to the following schedule:

Date of payment	Amount
	\$
	\$
	\$
	\$
	\$
	\$

4. CONDITIONS RELATED TO SERVICE PROVISION

4.1 The SERVICE PROVIDER acknowledges that all information disclosed by the MUSEUM in the context of the present contract, all information that the SERVICE PROVIDER gathers for this purpose, and the work that he or she does remain confidential unless it is necessary to disclose information to a third party in order to execute the tasks provided in Annex A or unless disclosure of the information is authorized by the MUSEUM.

4.2 The MUSEUM reserves the right to request modifications to the work done or to not use the work done under the present contract.

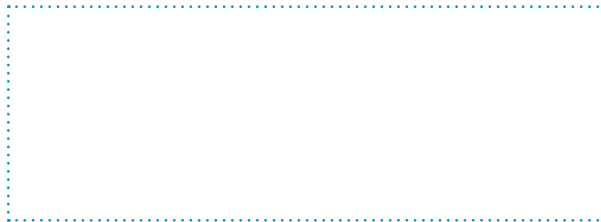
4.3 The SERVICE PROVIDER undertakes not to place himself or herself in a situation of conflict of interest.

5 COPYRIGHT AND MORAL RIGHTS

5.1 By signing this contract, the SERVICE PROVIDER grants to the MUSEUM an exclusive licence for reproduction, publication and distribution, public performance, public exhibition, and communication to the public by telecommunication with regard to all work produced under the present contract for the purposes of its museum-related activities. This exclusive licence is valid for the term of the copyright, without territorial limitation. In addition, the MUSEUM may authorize third parties to execute it.

5.2 Any modification of the SERVICE PROVIDER's work by the MUSEUM's representatives in the context of the project for which the present contract is concluded is not a violation of moral rights and copyright.

5.3 The name of the SERVICE PROVIDER will appear in association with the project for which the present contract is concluded as an independent contributor, in compliance with the following terms:



6 GENERAL CONTRACTUAL CONDITIONS

6.1 The contract constitutes the totality of the agreement entered into between the parties. It replaces any previous agreement covering the same object.

6.2 The contract is formed when the parties have signed it.

6.3 Two copies of the contract are produced. The SERVICE PROVIDER is held to execute his or her obligations only from the moment when he or she is in possession of a copy of the contract.

7 RULES OF INTERPRETATION

7.1 The parties acknowledge, but are not limited to, the following interpretation rules.

7.2 Unless the context dictates otherwise, the singular includes the plural and vice versa.

7.3 The contract is governed by and interpreted according to the statutes in force in the province of Québec.

7.4 The rules and the different clauses of the agreement are interpreted in light of each other in such a way as to give them their full scope.

7.5 If one provision of the present contract is invalidated due to a statute or a regulation of public order, this does not invalidate the other articles in the contract.

7.6 The fact that one of the parties has not insisted on full execution of one or another obligation or has not exercised a right that it can exercise must not be considered a renunciation to this right or to the full execution of this obligation in the future.

7.7 Nothing in the present contract must be interpreted in such a way as to change its status or to constitute a general partnership, a joint venture, or a common undertaking.

7.8 The annexes are an integral part of the present contract.

8 TERMINATION

8.1 The present contract is terminated:

- Upon request of the MUSEUM, for serious cause, upon receipt by the SERVICE PROVIDER of a notification to this effect. The MUSEUM assumes the costs incurred by the SERVICE PROVIDER before the date of receipt of the notification as well as remuneration proportional to that provided in clause 3.
- Upon request of the SERVICE PROVIDER, for serious cause, upon receipt by the MUSEUM of notification to this effect mentioning the causes for the termination. The SERVICE PROVIDER must return the advances that he or she received in excess to the amounts earned.
- When the obligations that are the object of the present contract cannot be executed due to force majeure.
- When an event, provided for in a legislative provision of public order providing for termination of the contract, occurs.

8.2 If the contract is terminated by the MUSEUM, the MUSEUM retains ownership of the works produced by the SERVICE PROVIDER before the date of termination and the MUSEUM may exercise exclusively, with regard to the SERVICE PROVIDER's works, the acts set out in clause 5.1 of the present contract.

9 DESIGNATION OF DOMICILE

The parties designate their domicile in the judicial district of :

_____.

10 DISPUTE RESOLUTION

10.1 The parties agree to make every possible reasonable effort to try to resolve any dispute regarding the present contract or resulting from its interpretation or application through mediation in compliance with the procedure provided in sections 1 and 7 in Book VII of the Québec Code of Civil Procedure, as specified in the *Act to Establish the New Code of Civil Procedure (Bill no. 28)*.

10.2 If the parties have not come to agreement within sixty (60) days following the appointment of the mediator, one of the parties may, as applicable, take recourse to the courts of common law. They thus expressly renounce application of section 37 of the *Act Respecting the Professional Status of Artists in the Visual Arts, Arts and Crafts and Literature, and Their Contracts with Promoters*.

11 NOTIFICATIONS

The notifications required under the present contract are sent, by registered mail, to the respective addresses given in the preamble.

Signed in two copies, in _____, on _____

Representative of the MUSEUM

Signed in two copies, in _____, on _____

SERVICE PROVIDER

ANNEX A

1. NATURE OF THE PROJECT:

2. MUSEUM REPRESENTATIVE RESPONSIBLE FOR THE PROJECT:

3. NATURE OF THE SERVICES PROVIDED:

- Exhibition design
- Writing of texts
- Photography
- Scenography
- Research
- Translation
- Other service:

4. INSTRUCTIONS REGARDING THE WORK TO BE DONE:

5. APPROVAL PROCESS AND DELIVERY

Date for submitting a preliminary version:	
Date for ending modifications required:	
Date for submitting the final version:	

6. OTHER INFORMATION RELEVANT TO PROVISION OF SERVICES: