

# CONTRACT OF ACQUISITION BY DONATION

ENTERED INTO BETWEEN

<b>LEGAL NAME</b>			
<b>CONTACT INFORMATION</b>	ADDRESS		
	CITY	PROVINCE	POSTAL CODE
	TELEPHONE	EMAIL	

Represented for the purpose of the present contract by \_\_\_\_\_, duly authorized,

**hereinafter the MUSEUM**

**AND**

<b>NAME</b>			
<b>CONTACT INFORMATION</b>	ADDRESS		
	CITY	PROVINCE	POSTAL CODE
	TELEPHONE	EMAIL	
<b>TAX NUMBERS</b>	GST	QST	

If applicable, doing business under the company name \_\_\_\_\_

**hereinafter the ARTIST**

WHEREAS THE ARTIST, in his or her quality as a creator, is an artist in the sense of the *Act Respecting the Professional Status of Artists in the Visual Arts, Arts and Crafts and Literature, and Their Contracts with Promoters* and creator of an artistic work in the sense of the *Copyright Act*;

WHEREAS THE MUSEUM is a promoter in the sense of the *Act Respecting the Professional Status of Artists in the Visual Arts, Arts and Crafts and Literature, and Their Contracts with Promoters*;

WHEREAS THE ARTIST wishes to donate to the MUSEUM one or more works that he or she has created;

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

THE ARTIST AND THE MUSEUM AGREE ON THE FOLLOWING:

## 1. DECLARATION OF THE PARTIES

1.1 The ARTIST declares that:

- He or she is the owner of the works designated in Annex A, hereinafter the WORKS
- The WORKS are not affected by any lien, bond, claim, or movable hypothec
- The WORKS are original and he or she is their creator he or she holds copyright on the WORKS **or** he or she has assigned management of his or her copyright to

\_\_\_\_\_.

1.2 The MUSEUM declares that:

- It is registered as a charitable institution in compliance with the *Income Tax Act* and, to this end, may issue official donation receipts for the WORKS that are the object of the present contract.

## 2. OBJECT AND COMPENSATION

2.1 The ARTIST transfers to the MUSEUM the ownership right that he or she holds on the WORKS free of charge.

2.2 The MUSEUM will give the ARTIST a receipt for income tax purposes indicating the value of the WORKS, as detailed in Annex A, upon delivery or after pick-up of the WORKS.

## 3. COPYRIGHT AND MORAL RIGHTS ON THE WORKS

3.1 The acts reserved for the ARTIST under the *Copyright Act*, such as the rights to reproduction, publication and distribution, public exhibition, and communication to the public by telecommunication, are the object of a licence allowing the MUSEUM to exercise them. The conditions covering the acts reserved for the artist and the moral rights on the WORKS are specified in said licence:

- attached to the present contract in annex B **or**
- to be agreed in a separate contract for the different desired uses **or**
- to be agreed with the collective society that holds the copyright, if applicable

## 4. DELIVERY OF THE WORKS

4.1 The WORKS are:

delivered by the ARTIST on the following date to the following address:

picked up by the MUSEUM on the following date at the following address:

Date	
Address	

4.2 The cost of packing the WORKS is assumed by:

- the MUSEUM **or**
- the ARTIST

4.3 The cost of transporting the WORKS is assumed by:

- the MUSEUM **or**
- the ARTIST

4.4 If applicable, the parties agree to use the following shipper: \_\_\_\_\_.

## 5. MAINTENANCE AND CONSERVATION

5.1 The MUSEUM assumes the safekeeping and conservation of the WORKS in compliance with the policies that it has adopted to this effect, starting at the time of their delivery or pick-up, as applicable.

5.2 The MUSEUM undertakes to maintain the WORKS by following, if applicable, the specific instructions of the ARTIST, and to preserve the WORKS from all deterioration other than normal wear.

5.3 If any work in its safekeeping is damaged, the MUSEUM undertakes to:

- Notify the ARTIST immediately, specifying the nature of the damage caused
- Come to agreement with the ARTIST on the measures to take
- Assume the costs incurred

5.4 If the nature of the damages caused to the work is such that it is impossible or futile to restore it, the damaged work will be deemed a total loss.

## 6. TRANSFER OF OWNERSHIP TO A THIRD PARTY

6.1 The MUSEUM undertakes to inform the ARTIST or his or her rights holders of any transfer of ownership with regard to one of his or her WORKS.

6.2 The MUSEUM will inform the new owner of the WORK of the identity of the holder of copyright on it.

## 7. GENERAL CONTRACTUAL CONDITIONS

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

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

7.3 Two copies of the contract are produced. The ARTIST 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.

## 8. RULES OF INTERPRETATION

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

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

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

8.4 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.

8.5 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.

8.6 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.

8.7 The annexes are an integral part of the present contract, including the licence included in Annex B, when the parties have specified it in clause 3.1.

## 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 \_\_\_\_\_

\_\_\_\_\_  
ARTIST

# ANNEX A

## DESCRIPTION OF THE ARTIST'S WORKS

A large, empty rectangular area defined by a dotted blue border, intended for the description of the artist's works.

# ANNEX B COPYRIGHT LICENCE

## 1. OBJECT

1.1 The ARTIST grants the MUSEUM a non-exclusive and non-transferable licence authorizing it to exhibit in public, reproduce, publish and distribute, and communicate to the public by telecommunication the WORKS covered in this contract. This licence covers all of its activities linked to its mission and to museum operations.

1.2 The licence covering rights of reproduction, publication and distribution, and communication to the public by telecommunication may be executed by any individual or any organization having concluded a service contract for this purpose with the MUSEUM, for the benefit of the MUSEUM.

## 2. LICENCE CONDITIONS

2.1 The ARTIST grants the licence to the MUSEUM for:

the entire copyright term **or**

a 10-year period, that is, up to

\_\_\_\_\_.

2.2 The present licence applies to all territories.

2.3 The present licence excludes all use for commercial purposes, for which the MUSEUM must negotiate a separate licence with the ARTIST.

## 3. MORAL RIGHTS AND IMAGE RIGHTS

3.1 During any exhibition, the MUSEUM will indicate the ARTIST's name in association with the WORKS and will ensure that they are clearly identifiable.

3.2 The MUSEUM undertakes to:

- Exhibit the ARTIST's WORKS in their totality
- Reproduce these works and communicate them to the public by telecommunication without modification or distortion, unless the ARTIST consents to this in writing
- If applicable, put low-resolution reproductions of the ARTIST's WORKS online
- Record on all documents, printed and digital, the note © \_\_\_\_\_ in association with the WORKS.

3.3 The ARTIST declares to the MUSEUM that he or she has obtained all authorizations required by law with regard to identifiable individuals represented in the WORKS.

## 4. REMUNERATION

4.1 The present licence is granted by the ARTIST in consideration for the payment, by the MUSEUM, of the following fees: \_\_\_\_\_.

4.2 The amounts set out in the above clause are payable on the following terms:

## 5. TERMINATION

The present licence is terminated:

- When the parties agree in writing.
- When the obligations that are the object of the present contract cannot be executed due to force majeure.
- When one of the parties, although notified, does not execute an obligation set out in the present licence contract. In this case, a notification is sent by the party to which the obligation is owed mentioning the non-compliances observed. The party in default must remedy said non-compliances within 10 working days of the date of receipt of the notification, or else the licence contract is terminated at the end of this period.
- When an event, provided for in a legislative provision of public order providing for termination of the contract, occurs.

Signed in two copies, in \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
Representative of the MUSEUM

Signed in two copies, in \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
ARTIST

## 6. ARTIST'S CONTACT INFORMATION

It is the ARTIST's responsibility to inform the MUSEUM of any changes in his or her contact information. The ARTIST authorizes the MUSEUM to transmit his or her contact information to any individual or corporation who wishes to obtain his or her authorization.