

CONTRACT FOR COMMISSION OF AN ARTISTIC WORK

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 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 MUSEUM is retaining the services of the ARTIST for the purpose of creating an original artistic work;

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

THE ARTIST AND THE MUSEUM AGREE ON THE FOLLOWING:

1. DECLARATIONS AND QUALITY OF THE CONTRACTUAL RELATIONSHIP

1.1 The ARTIST declares that he or she is able to conclude the present contract and there is no obstacle to its execution.

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

1.3 The MUSEUM and the ARTIST agree to conclude the present contract due to the personal qualities of the latter. The ARTIST may enlist the services of a third party to execute certain services set out in the present contract. However, the ARTIST remains the principal contractor.

1.4 The ARTIST declares that he or she holds the copyright on the WORK to be created and that the rights affecting the WORK will not be the object of a transfer agreement or of an exclusive licence agreement between the ARTIST and a third party, such as a copyright collective society.

2. OBJECT

2.1 The MUSEUM retains the services of the ARTIST, on a non-exclusive basis, to create an original artistic work for the benefit of the MUSEUM, hereinafter the WORK, subject to the conditions set out in the present contract and in compliance with the specifications provided in Annex A.

2.2 If applicable, the ARTIST undertakes, beforehand, to formulate a plan or produce a model, in compliance with the specifications provided in Annex A.

3. PROCESS OF APPROVAL AND DELIVERY

The parties agree to respect the terms of approval for the model and the plan, as well as the delivery dates set out in Annex A.

4. FINANCIAL COMPENSATION

4.1 In compensation for creation of the WORK and, if applicable, for production of a plan and execution of a model, the MUSEUM will pay the ARTIST the following sums:

Plan	\$
Model	\$
Work	\$
Subtotal	\$
GST	\$
QST	\$
Total	\$

4.2 The sums provided in clause 4.1 include production costs.

4.3 The sums provided in clause 4.1 are paid to the ARTIST according to the following terms:

4.4 If applicable, the MUSEUM agrees to reimburse the ARTIST for travel and lodging costs incurred by the ARTIST in the context of execution of the tasks set out in the present contract, in compliance:

with the MUSEUM's policies
and subject to prior approval

with the following scale:

5. OWNERSHIP RIGHT, COPYRIGHT, AND MORAL RIGHTS ON THE WORK

5.1 Upon payment of the sums provided in clause 4, the MUSEUM:

acquires material ownership of the WORK and, if applicable, the plan and the model

does not acquire material ownership neither of the WORK or, if applicable, the plan and the model

5.2 The acts reserved for the ARTIST under the Copyright Act, such as rights to reproduction, publication and distribution, public exhibition, and communication to the public by telecommunication, are the object of a licence permitting the MUSEUM to exercise them. Furthermore, specific conditions regarding the acts reserved for the ARTIST and the moral rights on the WORKS are detailed in said licence:

Attached to the present contract in Annex B or that is the object of a separate contract for each desired use

6. MAINTENANCE AND CONSERVATION

6.1 The MUSEUM assumes conservation of the WORK in compliance with the policies that it has adopted to this effect, from when it takes possession of the WORK.

6.2 The MUSEUM undertakes to maintain the WORK by respecting, if applicable, the ARTIST's specific instructions set out in Annex A, and to preserve it from all deterioration other than that caused by normal wear.

6.3 If a work in its custody is damaged, the MUSEUM undertakes the following obligations:

- To notify the ARTIST immediately, specifying the nature of the damage caused
- To agree with the ARTIST on the measures to be taken
- To assume the costs incurred

6.4 If the nature of the damages caused to the work are such that restoration proves to be impossible or pointless, the damaged work will be deemed a total loss.

7. GENERAL CONTRACTUAL CONDITIONS

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

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 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 parties recognize that they are acting in the context of a service contract between a private law body and an independent contractor, and nothing in the present contract must be interpreted in such a way as to modify their status or to constitute a general partnership, a joint venture, or a common undertaking.

8.8 The annexes are an integral part of the present contract, including the licence provided in Annex B, when the parties have specified this in clause 5.2.

9. TERMINATION

The present contract is terminated:

- Upon request of the MUSEUM, for serious cause, upon receipt by the ARTIST of a notification to this effect. The MUSEUM assumes the costs incurred by the ARTIST before the date of receipt of the notification as well as remuneration proportional to that provided in clause 4.
- Upon request of the ARTIST, for serious cause, upon receipt by the MUSEUM of notification to this effect mentioning the causes for the termination. The ARTIST 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; in this case, the MUSEUM assumes the fees and costs of material incurred by the ARTIST.
- When an event, provided for in a legislative provision of public order providing for termination of the contract, occurs.

10. DESIGNATION OF DOMICILE

The parties designate their domicile in the judicial district of :
_____.

11. DISPUTE RESOLUTION

11.1 The parties undertake 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)*.

11.2 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*.

12. 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

1. SPECIFICATIONS FOR THE COMMISSION:

2. SPECIFICATIONS FOR THE WORK:

3. SPECIFICATIONS FOR THE PLAN AND MODEL, IF APPLICABLE:

4. ARTIST'S OBLIGATIONS WITH REGARD TO THE WORK:

5. APPROVAL AND DELIVERY PROCESS

Terms:

Delivery dates:

Production step	Delivery date
Plan	
Model	
Finished work	

6. SPECIFIC INSTRUCTIONS:

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: [amount plus taxes, if applicable].

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 cancelled 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.

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.

7. COMING INTO EFFECT

The present licence comes into effect when the obligations set out in the contract for commission have been completed, including delivery of the WORK and payment of the remuneration.

Signed in two copies, in _____, on _____

Representative of the MUSEUM

Signed in two copies, in _____, on _____

ARTIST