

# CONTRACT FOR PROFESSIONAL SERVICES: CURATOR

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 CURATOR**

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

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

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

THE CURATOR AND THE MUSEUM AGREE ON THE FOLLOWING:

## 1. DECLARATIONS AND QUALITY OF THE CONTRACTUAL RELATIONSHIP

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

## 2. OBJECT AND NATURE OF THE CONTRACT

The MUSEUM retains the services of the CURATOR, on a non-exclusive basis, to execute the tasks set out in Annex A, in compliance with the specifications set out in the annex and subject to conditions set out 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 CURATOR the following professional fees and royalties: \$ \_\_\_\_\_.

3.2 The MUSEUM agrees to reimburse to the CURATOR the travel and lodging costs incurred by the CURATOR 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:

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

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

## 4. CONDITIONS RELATED TO SERVICE PROVISION

4.1 The CURATOR acknowledges that all information disclosed by the MUSEUM in the context of the present contract remains 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.

4.1 The MUSEUM reserves the right to ask for modifications to the work produced or to not use the work produced under the present contracted.

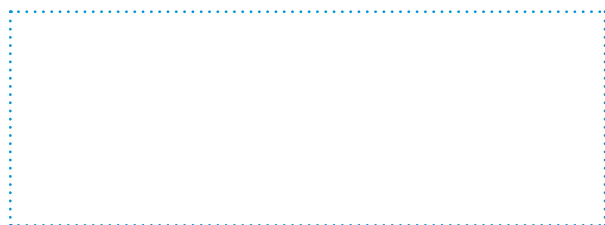
4.2 The CURATOR undertakes not to place himself or herself in a position of conflict of interest.

## 5 COPYRIGHT AND MORAL RIGHTS

5.1 The CURATOR 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 CURATOR'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 the CURATOR's moral rights and copyright.

5.3 The CURATOR's name 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 CURATOR 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 CURATOR of a notification to this effect. The MUSEUM assumes the costs incurred by the CURATOR before the date of receipt of the notification as well as remuneration proportional to that provided in clause 3.
- Upon request of the CURATOR, for serious cause, upon receipt by the MUSEUM of notification to this effect mentioning the causes for the cancellation. The CURATOR 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 remains owner of the works produced by the CURATOR before the date of termination and the MUSEUM may exercise exclusively, with regard to the CURATOR'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 \_\_\_\_\_

\_\_\_\_\_  
CURATOR

# ANNEX A EXHIBITION CURATOR

## 1. THE MUSEUM

wishes to present the exhibition :

As part of:

## 2. MUSEUM REPRESENTATIVE RESPONSIBLE FOR THE PROJECT:

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### 3. CURATOR'S MAIN TASKS:

- Do the necessary research
- Choose the artists and the works
- Coordinate exchanges with the artists chosen
- Formulate an exhibition concept
- Prepare a plan and a budget
- Participate in the search for funding
- Prepare a hanging or installation plan
- Assist with hanging or installing the works
- Attend the vernissage

Write texts

Other:

## 4. MAIN STEPS AND DEADLINES

Working meetings:

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Date for submission  
of drafts of texts:

Date for submission  
of final versions:

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**Other steps to specify:**

**Dates**

<b>Other steps to specify:</b>	<b>Dates</b>

## 5. OTHER RELEVANT INFORMATION OR INSTRUCTIONS: