

PUBLIC COMMUNICATION LICENCE

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 wishes to communicate to the public the works by the ARTIST listed in Annex A;

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

THE ARTIST AND THE MUSEUM AGREE ON THE FOLLOWING:

1. ARTIST'S DECLARATION

The ARTIST declares that:

- The works listed in Annex A, hereinafter the WORKS, are original and that he or she is their creator.
- He or she holds the copyright on them.
- He or she is authorized to grant the use any photograph of his or her works for the purposes of reproduction and of communication to the public by telecommunication.
- The copyright on the WORKS has not been the object of an assignment agreement or of an exclusive licence agreement between the ARTIST and a collective society or a third party.

2. OBJECT

2.1 The ARTIST grants the MUSEUM a non-exclusive and non-transferable licence authorizing it to communicate the WORKS to the public and to reproduce the WORKS for the purpose of this communication, all under the general and specific conditions set out in the present contract. This licence may be executed by any individual or any organization having concluded a service contract with the MUSEUM to this end, for the benefit of the MUSEUM.

2.2 The present contract does not have the effect of transferring the ARTIST's intellectual property rights in the WORK.

3. LICENCE CONDITIONS

3.1 The ARTIST authorizes the communication to the public by telecommunication and the reproduction of the WORKS for the purposes of this communication and making use of the following media:

MUSEUM's Web site

Other Web site

E-mail

Social media

Television

Other:

3.2 If applicable, the ARTIST agrees to provide the MUSEUM with a high-resolution digital file that will be used to reproduce the WORKS in compliance with the present contract, by the latest on _____.

3.3 This licence is valid for a period extending from its signature by the two parties until _____.

3.4 The present licence applies to all territories.

4. MORAL RIGHTS AND IMAGE RIGHTS

4.1 The MUSEUM agrees to communicate the WORKS to the public by telecommunication without modification or distortion, unless the ARTIST consents to this in writing.

4.2 When the rules in use provide for it, the MUSEUM will give the ARTIST's name in association with his or her works.

4.3 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.

5 REMUNERATION

The present licence is granted by the ARTIST in consideration for the payment, by the MUSEUM, of the following royalties: \$ _____ plus taxes, if applicable.

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 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.

6.4 Only the acts set out in the contract are authorized. Acts that are not specified in the present contract must be the object of an agreement between the ARTIST and the MUSEUM before their execution.

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 did not exercise a right that it can execute must not be considered a renunciation of this right or of the full execution of this obligation in the future.

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

8 TERMINATION

The present contract is terminated:

- When the parties agree to this 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 contract. In this case, notification is transmitted by the creditor of the obligation, with mention of the non-compliances observed. The party at fault must remedy said non-compliances within ten (10) working days of the date of receipt of the notification, or the 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.

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 of 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, have 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 indicated 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.