



## VIRTUAL EXHIBITS AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_ day of the month of \_\_\_\_ in the year two thousand and nineteen.

**BETWEEN:** Canadian Museum of History  
100 Laurier Street  
Gatineau QC K1A 0M8

Hereinafter “the Museum”

**AND:** [Insert company name and address]

Hereinafter “the Institution”

### PROJECT:

IN CONSIDERATION for the sum of ONE DOLLAR (\$1.00) paid by each of the parties to the other and of the covenants and promises herein made by the Institution to the Museum, and for other good and valuable consideration, the parties agree as follows:

#### 1. The “Work”

Whereas the Institution has been commissioned by the Museum to produce an Exhibit provisionally called “*title*” (hereinafter called “Exhibit”).

#### 2. Investment Amount

- 2.1. The Institution shall not arrange or incur any expenditure other than those stipulated in the Agreement, on behalf of the Museum without prior authorization by the Contracting Authority.
- 2.2. Payment for the work performed shall be made on the following basis:

- 2.3. Investment not to exceed \$ [redacted] inclusive of all expenses. All amounts are in Canadian funds.

### 3. Payment Schedule

- 3.1. It is understood and agreed that in accordance with the General Conditions and subject to performance of the work to the entire satisfaction of the Museum and in consideration of the Exhibit to be delivered as defined in the Scope of Work in this Agreement, the Museum shall pay the Institution an investment in accordance with Schedule "B" (Investment Amount and Terms of Payment).
- 3.2. If, in the opinion of the Museum, the Exhibit does not satisfy all the technical and content requirements set forth in this Agreement, the Museum can, as appropriate and in its sole discretion, cancel any payment or part thereof.

### 4. Term of Agreement

- 4.1. The term of the Agreement shall commence upon a duly executed contract and shall terminate on [Insert date 5 years from launch]. The Institution shall diligently complete the Work in accordance with the schedule set out in Schedule "B" of this Agreement.
- 4.2. The five-year maintenance phase shall commence upon the virtual exhibit's launch, after the final review and approval from the VMC program officer as detailed in Schedule B Phase 5 – Final Version.

### 5. Project Authority

The **Program Officer, Virtual Museum of Canada** shall be the Project Authority, whose powers and responsibilities are set out in the GTC.

### 6. Contracting Authority

The **Contract Section, Financial and Administrative Services** shall be the Contracting Authority, whose powers and responsibilities are set out in the GTC.

**7. Schedules**

7.1. The parties agree that:

- Schedule “A” (the “GTC”),
- Schedule “B” (“Investment Amount and Terms of Payment”),
- Schedule “C” (“Scope of Work – The Institution”)
- Schedule “D” (“Scope of Work - The Museum”)
- Schedule “E” (“Detailed Exhibit Description”); and
- Schedule “F” (“Technical Requirements for the Development of Virtual Museum of Canada (VMC) Exhibits and Products v2.1”);

form an integral part of this Agreement.

7.2. In the event of discrepancies and inconsistencies or ambiguities arising between the provisions of the schedules and the main Agreement, the provisions contained in the schedules prevail over the provisions contained in the Agreement. In the event of discrepancies, and inconsistencies or ambiguities arising between Schedule “A” (containing the General Terms and Conditions and the other schedules), the other schedules shall prevail over the provisions of Schedule “A”.

**8. Language of Agreement**

The parties have requested that this Agreement and all related documents be drawn up in the English language.

**IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date aforesaid.**

**Canadian Museum of History**

**The Institution**

\_\_\_\_\_  
Contracting Authority

\_\_\_\_\_  
Institution

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## **SCHEDULE “A” – GENERAL TERMS AND CONDITIONS (“GTC”)**

### **1. Definitions**

- (a) “Agreement” means the Agreement to which these General Terms and Conditions relate.
- (b) “Institution” means those persons who have been commissioned to produce an Exhibit.
- (c) “Exhibit” means an online product (a stand-alone exhibition; an interactive element; an educational resource; an exchange; and/or a virtual tour) which must be fully accessible according to the Web Content Accessibility Guidelines 2.0 Level AA current standards and must be consumable over various devices and platforms.
- (d) “VMC” means the Virtual Museum of Canada and represents the division of the Museum that is managing the Virtual Exhibits Investment Program.
- (e) “Program Officer” is the representative of the VMC who will be the main point of contact during the development of the Exhibit and is considered the project authority of the Museum

### **2. Taxes**

All amounts payable under this Agreement shall be exclusive of applicable provincial sales tax, goods and services tax and any other taxes applicable to the Work to be provided under this Agreement.

### **3. Language of this Agreement**

This Agreement will be drawn up in English or in French, depending on the language requested by all parties hereto.

### **4. Invoicing**

Notwithstanding the foregoing, no amount shall be payable by the Museum hereunder unless the Institution has submitted an invoice therefore pursuant to the payment schedule described in this Agreement. All invoices must clearly show this Agreement number and be submitted in writing to the Museum at the following address:

Canadian Museum of History  
100, rue Laurier Street  
Gatineau, QC, K1A 0M8  
payables@historymuseum.ca

All invoices shall set out applicable taxes separately. In addition, the Institution’s appropriate tax registration numbers shall be clearly displayed on every invoice. Invoices submitted to the Museum will be paid within thirty (30) days of the date of receipt of the invoice and supporting documentation, if applicable. If the Museum has any objection to the content of the invoice or the

supporting documentation, the Museum shall, within thirty (30) days of its receipt, notify the Institution of the nature of the objection. The Institution agrees to provide clarifications as soon as reasonably possible after receipt of the objection. The Institution acknowledges that the Museum may withhold payment until such time as the objection has been cleared to the satisfaction of the Museum.

## **5. Commencement and Performance of the Institution's Work**

The Institution shall not commence Work until a written Agreement has been executed by both parties or unless the Contracting Authority provides the Institution with written authorization to proceed with the Work at an earlier time.

The Institution agrees to carry out the Work promptly and efficiently in accordance with the terms and conditions of this Agreement and in accordance with the standards of quality acceptable to the industry.

## **6. Delays**

Time shall be of the essence in this Agreement. Notice in writing of any occurrence causing or likely to cause delay shall be given promptly to the Museum by the Institution. If by reason of force majeure or other cause beyond the reasonable control of the Institution, any of the Work has been or is likely to be delayed, the Museum may, at its sole discretion, extend the time for completing the Work so delayed.

## **7. Fraud**

In the event of a fraud committed by the Contractor's employees or agents, the Contractor shall be liable for losses to the Museum due to fraud, including but not limited to, losses of revenues and assets, and all costs to the Museum related to the fraud.

## **8. Project Authority**

The Project Authority is responsible to certify that the work has been performed in accordance with the terms of the Agreement. The Project Authority is the representative of the Museum and is responsible for all matters concerning the Work under the Agreement. The Project Authority has no authority to authorize changes to the scope of the work. Changes to the scope of the Work can only be made through an Agreement amendment issued by the Contracting Authority.

## **9. Contract Authority**

The Contracting Authority is responsible for the management of this Agreement, and any changes to the Agreement must be authorized in writing by the Contracting Authority. The Institution must not perform any work in excess of or outside the scope of the Agreement based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## **10. Termination for Cause**

The Museum shall have the option to immediately terminate this Agreement if the Institution:

- (i.) Transfers its rights under this Agreement to a third party without the prior written approval of the Museum; or has made any representation or warranty that proves to be false or misleading;
- (ii.) Where the Institution violates or defaults in the performance of any undertaking or obligation under this Agreement;
- (iii.) Should the Museum choose to terminate the Agreement, the Museum shall, by notice in writing, clearly specify the nature of the violation or default complained of. If, within thirty (30) days following the date of such notice, the Institution has not rectified the violation or default to the reasonable satisfaction of the Museum or has not given the assurance of its intentions to respect the provisions of this Agreement to the reasonable satisfaction of the Museum, the Museum may unilaterally terminate this Agreement in full right and with no legal action or other formality, without prejudice to its rights to claim damages from the Institution. The Museum shall not unreasonably withhold satisfaction for rectification of default;
- (iv.) Where the Institution becomes bankrupt or insolvent, or a receiving order is made against the Institution, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Institution, or if the Institution takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors;

## **11. Powers of the Museum**

The Museum is the agent of Her Majesty the Queen in the Right of Canada for all purposes of this Agreement. Nothing contained in or omitted from this Agreement shall restrict any right or power of Her Majesty the Queen or of the Museum existing under any Act of the Parliament of Canada or otherwise. Every right or power of the Museum under this Agreement or otherwise shall be cumulative and non-exclusive.

## **12. Subcontracting**

No subcontract shall relieve the Institution from any of its obligations under the Contract or impose any liability upon Her Majesty or the Museum to a Subcontractor.

## **13. Indemnity against Claims**

The Institution shall at all times indemnify and hold harmless the Museum, and its directors, officers, employees and others for whom it may be responsible in law, from and against all losses, claims (including claims made by the Institution's personnel under Worker's Compensation or workplace insurance Legislation), demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss of, damage to or destruction of property (including loss or damage sustained by the Institution) or personal injury including death, and from and against any and all loss of, damage to or destruction of property, expenses and costs (including any consequential or economic loss, and legal fees and disbursements on a solicitor-client basis)

suffered or incurred by the Museum arising out of or in any way connected with this Agreement, whether or not caused by the Institution's negligence, except to the extent to which such loss or damage has arisen solely out of the Museum's negligence. The Institution shall also indemnify and hold harmless the Museum with regard to any action or claim for infringement or alleged infringement by the Institution of any patent of invention, industrial design or trademark, including infringement arising out of specifications furnished by the Museum.

#### **14. Representations and Warranties by the Institution**

Prior to the public launch of the Exhibit on the Internet (as detailed in Schedule "E"), the Institution:

- (i.) has obtained and paid for all necessary rights to use, reproduce, adapt, translate, publish, exhibit, perform and communicate to the public by telecommunication the Exhibit and any underlying works contained in the Exhibit;
- (ii.) has obtained and paid for the rights to use, reproduce, adapt, translate, publish, exhibit, perform and communicate to the public by telecommunication the works licensed herein as provided for in Schedule "E" of this Agreement for the purposes of promoting the Exhibit and the Virtual Museum of Canada;
- (iii.) has the full right, power, legal capacity and authority to grant all the rights, licenses and privileges granted in this Agreement;
- (iv.) acknowledges that the Museum will not pay for any rights required if an Exhibit is renewed or a Virtual Exhibit Agreement is extended. The Institution will be responsible for the payment of any copyrights costs related to the Agreement extension;
- (v.) has full right, power, legal capacity and authority to enter into this Agreement and to carry out all of its terms and conditions and the signatory is a duly authorized representative with full powers to sign this Agreement on its behalf;
- (vi.) acknowledges that all aspects of the work to be performed pursuant to this Agreement will conform to the technical specifications detailed in the *Technical Requirements for the Development of Virtual Museum of Canada (VMC) Exhibits and Products V2.1* (Schedule "F"), as appended to this Agreement and will meet all deadlines specified in the Agreement;
- (vii.) will moderate any content uploaded to the Exhibit by third parties for the purpose of ensuring that the content does not violate any privacy, publicity or intellectual property laws.

#### **15. Bribery and Conflict of Interest**

The Institution represents and warrants that:

- (a) no bribe, gift or other inducement has been paid, given, promised or offered to any person for, or with a view to the obtaining of this Agreement by the Institution; and
- (b) the Institution has not employed any person to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee; and

- (c) the Institution has no pecuniary interest in the business of any third party that would affect its objectivity in carrying out the Work.

**16. Notices**

Where in this Agreement any notice, request, direction or other communication is required to be given or made by either party, it shall, except as otherwise provided, be in writing and is effective if delivered in person, sent by registered mail, or by **electronic means** addressed to the party for whom it is intended at the address hereinafter set out and any notice, request, direction or other communication shall be deemed to have been received if delivered by person, on the day it was delivered; if by registered mail, when the postal receipt is acknowledged by the other party; and if by electronic means, on transmission. The address of either party may be changed by notice in the manner set out in this provision.

**To the Institution:** As determined in the Agreement.

<b>To the Museum:</b>	To the <b>Project Authority</b> for work-related issues and as determined in the Agreement.	To the <b>Contracting Authority</b> for all other related issues and as determined in the Agreement.
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**17. Severability**

If any section, paragraph, word or other portion of this Agreement shall be held illegal, invalid or unenforceable, then the illegal, invalid or unenforceable portion shall be stricken and not form part of any such Agreement. The invalidity of any provisions hereof shall not affect any remaining provisions.

**18. Intellectual Property**

In exchange for the consideration paid by the Museum to the Institution, the Institution hereby grants to the Museum a worldwide, non-exclusive, royalty-free license for the duration of the term of this agreement and any subsequent renewals thereof to:

- (i.) Reproduce, adapt, translate, publish, exhibit, perform and communicate to the public by telecommunication the Exhibit on the Internet as part of the VMC and related products;
- (ii.) To sublicense to third parties chosen by the Museum, and at the Museum’s sole discretion, the rights granted to the Museum by the Institution for the purposes of promoting and expanding the availability of the Exhibit and the VMC, so long as the reproduction is linked to the Museum or VMC websites;
- (iii.) To sublicense to third parties’ social media websites as chosen by the Museum and at the Museum’s sole discretion, the rights granted to it for the purposes of promoting and expanding the availability of the Exhibit and the VMC, so long as the reproduction is linked to the Museum or VMC sites;
- (iv.) Reproduce, adapt, translate, publish, exhibit, perform and communicate to the public by telecommunication or otherwise use the works specified in Schedule “E” for purposes of promoting the Exhibit and the VMC.

For the duration of the term of this Agreement, and any subsequent renewals thereof, the Museum hereby grants to the Institution a worldwide, royalty-free nonexclusive license to use, reproduce, make available and communicate to the public by telecommunication, the Museum's trademark as part of the Exhibit produced in this Agreement. The Museum retains all rights and interest in the VMC name, logo and trademark.

The Institution may, with the prior consent of the Museum, not to be unreasonably withheld, grant a third party the right to host the Exhibit on its own website, and provided that the Exhibit is maintained intact with all of the Museum's logos, trademarks and accreditation statements and so long as a link is created by the third party from their site back to the VMC website.

Nothing in this Agreement shall be construed as implying the transfer of ownership of intellectual property from either Party to this Agreement to the other Party. Nor shall this Agreement be construed as authorizing the transfer of ownership of intellectual property to any third party. Both the Museum and the Institution expressly reserve and retain any intellectual property rights that are not granted by this Agreement.

For the sole purpose of complying with the archival and retention of government documents provisions as required by federal and provincial legislation that includes, but is not limited to the Library and Archives of Canada Act, SC 2004, c.11, the Institution hereby grants the Museum the right to reproduce, translate and adapt the Institution's data for a time and period as prescribed by law.

## **19. Marketing**

During the development and the life of the Exhibit, the Institution and its team shall ensure that no elements or link serves a marketing purpose for the sale of goods or services.

## **20. Members of the House of Commons**

No members of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise there from.

## **21. Official Languages**

The Museum is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985, C.31 (4th Suppl.). The Institution should therefore ensure that verbal and written communications are in the preferred official language of the user of the Exhibit.

## **22. Amendments**

No change or modification of this Agreement shall be valid unless it be in writing and signed by each party.

## **23. Entire Agreement**

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings, negotiations and

discussions between them, whether written or oral, relating to this subject matter. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

#### **24. Governing Law**

Unless otherwise specified, this Agreement shall be governed by and construed in accordance with the laws of Quebec.

#### **25. Counterparts**

This Agreement may be executed in any number of counterparts and all these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart.

#### **26. Execution of Document**

A facsimile executed copy of the Agreement shall be binding on the parties.

#### **27. Gender and Number**

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

#### **28. Green Procurement**

The Institution should make every effort to ensure that all documents prepared or delivered under this Agreement are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

## SCHEDULE “B” –DELIVERABLES AND PAYMENT TERMS

The deliverables for the Exhibit described below, must be submitted over five phases:

### PHASE 1

A **Production Plan** for verification by the Museum’s Project Authority, which includes:

- (a) a revised detailed project description, if necessary;
- (b) a revised production schedule; and
- (c) a revised budget;

The **Production Plan** must be submitted no later than **[insert date]**.

- (d) as required, **updated Production Plan(s)** incorporating changes requested by the Museum after its content and technical validation of the Production Plan. Note that each validation period by the Museum in **Phase 1** can take up to 10 working days.

Once the Project Authority has approved the final update of the **Production Plan**, the Institution can submit an invoice for the first payment of **30%** (\$ **[insert amount]** plus applicable taxes) in order to cover start-up costs related to the development of the Exhibit,

### PHASE 2

An **Interpretive Plan** (as per the content and technical requirements specified in Schedules “E” and “F”) for verification by the Museum’s Project Authority, which includes:

- (a) a content grid - a clear and detailed plan of the content;
- (b) a messaging plan - main, secondary, and tertiary messages;
- (c) sample texts - sample of each type of text (title, intro, main body, captions, labels, descriptive transcript, interactive text, alternative text, closed captioning, etc.);
- (d) a sample translation – 250 words of main content text, translated and edited into the second official language;
- (e) identification of the audience - with evidence that the content will be developed taking into account the needs of the target audience;
- (f) an Information Architecture diagram (IA) – developed in collaboration with the technical team, a visual diagram that shows how all elements in the content grid will be structurally organized. Relationships between content should be illustrated with connecting lines. The hierarchy of the content should be illustrated with indentation and placement (e.g. parent content appears above child content). The IA should be provided in an electronic document format such as PDF;

- (g) a list of enhancements - a list of key features or functionality that will enhance the Exhibit beyond pages of basic text and images. The list must:
- describe the feature and how it should behave, e.g. interactive timelines, interactive maps, slideshows, lightboxes, parallax scrolling, full-screen background videos, games, forms (e.g. registration and sign-up mechanisms), animation, etc.
  - specify which technologies or products will be used to implement the feature. e.g., the name of a specific embedded widget, programming API, code library or plugin, programming framework or any other technology beyond core HTML5 or CSS3

The **Interpretive Plan** must be submitted no later than **[insert date]**.

- a. as required, **updated Interpretive Plan(s)** incorporating changes requested by the Museum after its content and technical validation of the Interpretive Plan. Note that each validation period by the Museum in **Phase 2** can take up to 20 working days.

Once the Project Authority has approved the final update of the **Interpretive Plan** the institution can submit an invoice for the second payment of **15%** (**\$** **[redacted]** plus applicable taxes).

### **PHASE 3**

A Preliminary Version of the Exhibit (as per the content and technical requirements specified in Schedules “E” and “F”) for verification by the Museum’s Project Authority, which includes:

- (a) a **functioning online preliminary version** based on the Information Architecture diagram and comprised of the content identified in the content grid provided in Phase 2. The preliminary version must include, at a minimum, in at least one language, the following sections:
- Main (Home) page;
  - Secondary page;
  - three other Content pages;
  - Sitemap page;
  - Credit page;
  - Feedback page;
  - VMC logo placement;
  - evidence of Google Analytics implementation;
  - all mandatory navigation elements;
  - examples of each type of multimedia and interactive elements that were outlined in the Exhibit description;

- the Preliminary Version is to integrate content identified in the previous phase. Adjusted and additional content is acceptable;
- links to placeholder content in second official language.

(b) A formative evaluation report related to the Preliminary Version of the Exhibit;

The **Preliminary Version** must be submitted no later than **[insert date]**.

- (c) as required, the **updated Preliminary Version(s)** of the Exhibit incorporating changes requested by the Museum after its content and technical review of the Preliminary Version. Note that each validation period by the Museum in Phase 3 can take up to 20 working days.

Once the Project Authority has approved the final update of the Preliminary Version, the Institution can submit an invoice for the third payment of **20%** (\$ **[insert amount]** plus applicable taxes),

#### PHASE 4

**A Developed Version** of the Exhibit (as per the content and technical requirements specified in Schedules “E” and “F”) for verification by the Museum’s Project Authority, which includes:

- (a) A **fully functional unilingual Developed Version** of the Exhibit based on the approved Interpretive Plan and Preliminary Version, conforming to the technical specifications document in Schedule “F”, with all completed and working content and place holder content and working links in the other official language site(s);
- (b) if required, a revised and edited version of the sample translation from Phase 2;
- (c) three (3) promotional images, as per Schedule “C”;
- (d) the preliminary version of the VMC Landing Page Form provided by the Museum, filled in accordance with Schedule “C”; and

The **Developed Version** must be submitted no later than **[insert date]**.

- (e) as required, the **updated Developed Version(s)** of the Exhibit incorporating changes requested by the Museum after its content and technical review of the developed version. Note that each validation period by the Museum in Phase 4 can take up to 20 working days.

Once the Project Authority has approved the final update of the Developed Version, the Institution can submit an invoice for the fourth payment of **15%** (\$ **[insert amount]** plus applicable taxes),

## PHASE 5

The **Final Version** of the Exhibit which includes:

- (a) A fully functional bi-lingual (or multi-lingual) **Final Version** of the Exhibit that meets all content and technical requirements, ready for content and technical verification by the Museum, as specified in Schedules "E" and "F". The Final Version is based on the approved unilingual Exhibit delivered at end of previous phase with all completed and working content in all languages, incorporating the changes identified by the Museum after the review of the Developed Version;
- (b) as required, the updated VMC Landing Page Form completed in accordance with Schedule "C";

The **Final Version** and the completed VMC Landing Page Form must be submitted no later than **[insert date]**.

- (c) as required, the **updated Final Version(s)** of the Exhibit incorporating changes requested by the Museum after its content and technical review of the Final Version.

Note that each validation period by the Museum in **Phase 5** can take up to 20 working days.

The **updated Final Version(s)** must be completed, and ready to be launched online no later than **[insert date]**.

- (d) a digital copy of the Exhibit, in all languages, including the final source files, as per Schedule "C"; and
- (e) the final report of expenditures;

Items (d) and (e) are to be submitted no later than 60 days after date of launch.

Once the Project Authority has approved all of the Phase 5 deliverables the Institution can submit an invoice for the final payment of 20% (\$ **[insert amount]** plus applicable taxes) for the balance of the total amount payable after satisfactory completion and approval of all work covered by the Agreement.

On re-submittal of any deliverables identified in the above phases and after having addressed issues raised during the Museum's validation of the Exhibit, the Institution must provide a brief overview describing how the technical issues identified by the Museum have been resolved.

Invoices submitted to the Museum will be paid within thirty (30) days of the date of receipt of the invoice and supporting documentation, if applicable.

If, in the opinion of the Museum, the Exhibit does not satisfy all the content and technical requirements set forth in this Agreement, the Museum can, as appropriate and in its sole discretion, cancel any payment or part thereof.

## SCHEDULE “C” SCOPE OF WORK – THE INSTITUTION

1. The Institution agrees to perform the work as follows:

Develop an Exhibit entitled “*NAME OF EXHIBIT*” for public exhibition on the Internet as part of the VMC to be launched on a mutually agreed date. The exhibit must be hosted by the Institution and linked to the VMC portal and must be optimized for mobile devices as described in Schedules “E” and “F”.

2. In addition to the technical specifications set out in Schedule “F”, the Institution shall:

- 2.1 Provide the Museum with a digital copy (e.g. DVD, USB key) of the Exhibit, in all languages, including the final source files;
- 2.2 Ensure that the Exhibit meets all technical and content requirements as provided for in Schedules “E” and “F”, and that all links and navigational elements are fully functional prior to its public release;
- 2.3 Produce the Exhibit in English and French, and verify the translation;
- 2.4 Ensure that recognition of the Government of Canada’s financial participation is provided as per Schedule “F”;
- 2.5 Be responsible for responding to public feedback received through the VMC on the Exhibit;
- 2.6 Add a link to the Exhibit in a predominant location on its website, and from the site map of its website;
- 2.7 Insert a Web data collection tool on every page of the Exhibit, as provided by the Museum, in order to collect visitor statistics for the Exhibit and grant direct access to the analytics application for the Exhibit’s web traffic. This access should be set at least at the read-only permissions level and allow access to all the data for the entire Exhibit from the date of launch;
- 2.8 Complete the VMC Landing Page Form provided by the Museum in English, and French and all applicable languages, and provide the text and images required.
- 2.9 If applicable, add a link to the Dictionary of Canadian Biography (DCB) within the Exhibit;
- 2.10 If applicable, add a link to the Canadian Encyclopedia (CE) within the Exhibit;
- 2.11 Provide the Museum with no fewer than three (3) digital images from the Exhibit (measuring a minimum of 1200px wide) along with caption, credit line and alternative text for each image, in English and French and all applicable languages, that may be used by the Museum to promote the Exhibit and (or) the VMC including on social

media. The Institution will not unreasonably deny the Museum's request for specific images and/or higher resolution files;

- 2.12 Seek and obtain the Museum's prior approval of any and all communication materials prepared by the Institution for the purposes of ensuring that recognition of the Government of Canada's financial participation is included in any public communications material that makes reference to the Exhibit or to the VMC, as required;
- 2.13 Conduct quarterly verifications of all hyperlinks included in the Exhibit and correct as required;
- 2.14 Seek and obtain the Museum's prior approval, not to be unreasonably withheld, prior to making any changes to the Exhibit and ensure that any changes to the Exhibit made after the launch conform to the terms and conditions of this Agreement; and
- 2.15 Ensure that the Exhibit infrastructure is managed and maintained (including payment of associated hosting service fees) on an ongoing basis for the duration of this Agreement so that the Exhibit and all of its features experience little to no downtime.

## **SCHEDULE “D” SCOPE OF WORK – THE MUSEUM**

1. The Museum shall maintain the VMC website and search functionalities to assist the public to locate VMC content.
2. The Museum shall provide the Institution with electronic copies of the VMC logo for incorporation into the Exhibit in accordance with the technical specifications contained in Schedule “F”.
3. The Museum shall not charge any fee to the public for entry to the VMC website and the concomitant Exhibits within the website.
4. The Museum shall incorporate metadata for the Exhibit in the VMC search engine.
5. The Museum shall promote the VMC to the public and may promote the Institution’s Exhibit by featuring it on the VMC website or by other promotional means including, but not limited to social media.

## SCHEDULE “E” DETAILED VIRTUAL EXHIBIT DESCRIPTION

### VIRTUAL MUSEUM OF CANADA (VMC) VIRTUAL EXHIBITS INVESTMENT PROGRAM

Description of the Virtual Exhibit provided by the Institution and approved by the Project Authority and which includes a detailed description of:

- Objectives, target clientele, visitor experience
- The topic and themes;
- Content including the anticipated number of images, videos, audio clips and/or other assets, and any other special features.
- Description of the proposed formative evaluation including objectives, audience, methodology and anticipated number of participants

Some of your description may be in conflict with Schedule “F” *Technical Requirements for the Development of Virtual Museum of Canada (VMC) Exhibits and Products V2.1*. Schedule “F” takes precedence over Schedule “E”.

Please note that quality control will be based on Schedule “E” *Detailed Exhibit Description* and on Schedule “F” *Technical Requirements for the Development of Virtual Museum of Canada (VMC) Exhibits and Products V2.1*.