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Canadä

# **REQUEST FOR PROPOSAL FA201603-001**

WEBSITE REDESIGN

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# 1. Introduction

Telefilm is looking for an agency to carry out the redesign of its website.

This document constitutes a request for proposal for selection of the agency.

The selected agency will be responsible for the design, information architecture, site development and content management system installation, quality assurance, infrastructure installation and solution rollout for acceptance tests and production.

# 2. About Telefilm

### **Business environment**

Telefilm Canada is a Crown corporation reporting to Parliament through the Minister of Canadian Heritage. Telefilm's vision is: audiences everywhere demanding screen-based content created by Canadians – accessible anywhere, anytime and on any platform.

### Our mission

Telefilm's mission is to foster and promote the development of the Canadian audiovisual industry by playing a leadership role through financial support and initiatives that contribute to the industry's commercial, cultural and industrial success.

#### What we do

Telefilm comprises a team of 180 employees dedicated to the success of the Canadian audiovisual industry. On behalf of the Government of Canada, as a Crown corporation, we support dynamic companies and creative talent by providing financial assistance for Canadian film projects and showcasing the success and talent of the Canadian audiovisual industry in regional, national and international festivals, markets and events.

Moreover, the Corporation is working to implement its new strategic plan, <u>Inspired by Talent. Viewed</u> <u>Everywhere</u>, which includes six priorities:

- Industry recognition: promoting the value of Canadian content;
- Marketing practices: encouraging innovation to reach audiences;
- Market intelligence: deciding with meaningful metrics;
- Industry funding: diversifying sources;
- Ecosystem of companies: delivering together; and
- Organizational excellence: performing in a changing environment.

Finally, the Corporation administers funding programs for the Canada Media Fund (CMF) and is also responsible for making recommendations to the Minister of Canadian Heritage and Official Languages regarding projects eligible for recognition as audiovisual treaty coproductions. Its head office is in Montréal, and it serves its clientele from four offices in Vancouver, Toronto, Montréal and Halifax.

- The Montréal office is the largest, with 140 users.<sup>1</sup>
- Next is the Toronto office, with approximately 40 users,
- Followed by the Vancouver office, with 12 users, and
- The Halifax office, with 4 users.

Since its last corporate plan, Telefilm has extensively streamlined its service offer by going from 37 funding programs to fewer than 10. This has enabled the organization to enjoy significant savings that were either reinjected into our programs or absorbed by budget cuts. More than \$4 million has been reinvested over the past three fiscal years.

This streamlined approach has also allowed us to better meet major changes in our industry. These changes and the work done with the industry have helped us reach a customer service level above 80%.

You can find further information by visiting our website at the following address: Telefilm Canada.

<sup>&</sup>lt;sup>1</sup> Includes permanent and temporary employees, as well as consultants.

### Legal framework

Telefilm is a Crown corporation subject to the <u>Telefilm Canada Act</u>, as well as to certain provisions found in Part X of the <u>Financial Administration Act (FAA)</u>. Under section 131 of the FAA, Telefilm must keep accounts and records, maintain financial and management control and information systems, and apply management practices.

To this end, Telefilm must ensure that:

- its assets are safeguarded and controlled;
- its transactions are in accordance with the relevant provisions of the FAA and its regulations, its act
  of incorporation and its by-laws, and that they comply with the instructions it was given;
- its financial, human and physical resources are managed economically and efficiently, and that its
  operations are carried out effectively.

In addition, at least once every 10 years, Telefilm shall cause a special examination to be carried out to determine if the systems and practices were, in the period under examination, maintained in accordance with FAA requirements. Note that the Auditor General of Canada conducts the special examination.

In this regard, Telefilm performs internal audits of its operations in order to monitor the aforementioned considerations in compliance with the applicable legal framework.

Moreover, as a federal Crown corporation, and while this is not a binding obligation, Telefilm strives to implement Treasury Board of Canada Secretariat policies, such as the:

- Policy on Internal Audit;
- Directive on Internal Auditing in the Government of Canada; and
- Internal Auditing Standards for the Government of Canada.

Furthermore, in accordance with the Telefilm Canada Act, the Auditor General of Canada examines Telefilm's accounts and financial operations each year as part of the annual audit of Telefilm's financial statements and submits its independent auditor's report. To this end, the Auditor General of Canada relies as much as possible on internal controls, information systems, Telefilm's data systems and internal audit work.

Lastly, Telefilm has defined in the charter of its audit and finance committee<sup>2</sup> the roles and responsibilities of the internal audit services.

<sup>&</sup>lt;sup>2</sup> See Appendix 2 for more details

# 3. Description of mandate

### Context

As Telefilm Canada's business needs have evolved, the use of its website and online activities have become increasingly important in the ecosystem of communications and business operations.

This means that the team needs to fully control the content in order to make full use of the site. Consequently, the site must be migrated to a content management system that allows complete content control.

### **Presentation of project**

Telefilm wants to thoroughly overhaul its telefilm.ca website. The purpose of this project is to, among other things:

- Improve
  - o content accessibility
  - publishing capabilities
  - o user experiencer
- Update the Telefilm brand image.

The project must lead to:

- A better browsing experience
- A better experience on mobile devices
- A better presentation of Telefilm services
- Better content that better responds to what the target groups are looking for
- A better reflection of Telefilm Canada's brand image
- Greater influence for Telefilm Canada with industry players in Canada and abroad

### Site size

The existing site has a large inventory of content and a considerable number of applications. As the result of an analysis and simplification phase, the number of applications has been significantly reduced.

The tree structure presented in Appendix 2 illustrates the size and organization of the future website. Appendix 3 provides a view of the needs in applications to be developed or configured for use with the content management system.

Here are a few metrics of the future site:

- Approximately 100 pages of static content
- 6 sections, including a News section
- 4 depth levels
- 5 distribution applications for Telefilm data (expense reports, directory, etc.)
- No application connected with Telefilm's internal information systems
- Necessary modules and extensions (SEO, search engines, newsletters, etc.)

### Roles and responsibility for major activities

Tree structure	Telefilm
Production of wireframes	Agency
Production of design models	Agency
Updating and production des content	Telefilm
Migration of article inventories	Agency
Development of website and installation of content management system	Agency
Development and configuration of applications	Agency
Integration of static content pages	Telefilm
Migration of data and article inventories	Agency
Installation of the infrastructure	Agency
Rollout for acceptance tests and online launch	Agency
Quality assurance	Agency

# Presentation of the agency's major activities

This section details additional information on some of the agency's activities to help it define the scope of the project.

### **Production of wireframes**

The agency is responsible for designing all of the wireframes needed for the development as well as the key models for the content scripting.

Telefilm, in cooperation with the ergonomist, is responsible for supplying the sample content needed to design the wireframes and for obtaining client comments on and approval of the wireframes.

The preliminary tree structure in Appendix C provides a partial picture of Telefilm's wireframe needs, among them:

- presentation pages for sections and subsections
- different types of content pages
- different types of content in News section
- applications not defined by templates supplied by Telefilm

### Production of design models

The agency is responsible for producing all design models needed for the development using an adequate iterative process for their approval.

The current site design no longer reflects Telefilm's internal brand identity. A brand identity for external communications was produced not long ago. Telefilm has begun to use it for different supports. These productions will be shared during the project.

Generally, the design must convey a professional, modern, poised, elegant and streamlined stance. Artwork along those lines will be provided at the beginning of the mandate.

### Integration of static content pages

Telefilm is responsible for the migration of static content.

However, the agency is responsible for integrating content not accessible through normal editing, such as applications, forms and error messages, as well as samples sufficient to configure and validate the integration capabilities and the WYSIWYG tools.

#### Migration of data and article inventories

#### a. Data retrieval

Telefilm is responsible for retrieving the application data currently online and for supplying it to the agency for these applications:

- 1. Expense reports
- 2. Investment reports
- 3. Contracts
- 4. Coproduction directory

Telefilm is also responsible for extracting from the current CMS (Drupal) the article inventories to be kept in the future News section and for integrating them according to the new wireframe.

Article inventories concerned:

- News releases
- Industry advisories
- What's New
- Calls for Entries (festivals and markets)

#### b. Integration of initial inventories

The agency is responsible for integrating the application data and the article inventories extracted by Telefilm.

Telefilm is aware that subsequent article inventories may use more advanced designs based on the wireframes.

The post-launch application data may have additional fields and some may be retired to comply with the government directives documented in Appendix C.

#### Development of the website and installation of the content management system

The agency must configure the system according to Telefilm's needs and industry good practices.

The configuration must, among other things, be able to meet the content management needs documented in Appendix B.

### **Development and configuration of applications**

Prior to the redesign project, an analysis of the site's content and application was conducted. This served to identify a limited inventory of applications to be kept, several of which will be converted to content pages or withdrawn from the site.

The detail of the main applications to be developed is documented in Appendix A: *Recommendations for Applications and Application Migration Strategies.* 

#### a. Applications to be developed

Several of the applications to be designed serve to distribution information drawn from Telefilm's system.

For these applications, internal clients should be able to import new data in Excel format:

- 1. Expense reports\*
- 2. Investment reports\*
- 3. Contracts\*
- 4. Coproduction directories
- 5. Coproduction certifications

In order to make its data more accessible, Telefilm would like to have an export function available to users.

\*N.B. Templates for these three applications are already defined in large part by government directives.

# b. Applications and extensions to be configured for addition to the content management system

In addition to the applications specific to Telefilm's needs, several applications and extensions useful for making the site more active should be provided for. The agency is responsible for advising on and choosing these extensions and for configuring them according to Telefilm's needs.

The main modules to provide for are:

- Online form with email function (e.g., extranet registration)
- Newsletter profile manager
- SEO
- W3ACG accessibility
- Version and posting management
- Search engine
- RSS for News section
- Media management
- Second language
- Google Analytics
- Etc.

### Training

CMS training for the Communications team will be delivered internally, but the agency must provide Telefilm's trainer with basic training on the functions it adds.

### **Quality assurance**

The agency is responsible for quality assurance. Among other things, it must take care of developing test plans, carrying out the tests and making adjustments in accordance with industry good practices. The main aspects of quality assurance to be validated are:

#### a. Compatibility with browsers

- Chrome, Safari, Firefox, Edge/IE 9+, mobile browsers (Android, OS, Blackberry) and the gradual deterioration of older browsers (I.E. 7 and 8, Opera, etc.)
- Responsiveness on various types of device: Apple iPad, Samsung Galaxy (S4, S5 and S6) 4, iPhone (5s, 6), Nexus 5

#### b. WCAG 2.0 standards

Achieve a good level of accessibility best practices.

c. Load tests

Telefilm's website handles 2,000 to 4,000 sessions a day. Load tests must be conducted to ensure the capacity to easily support double that traffic.

### d. Loading speed

The expectation for the main pages is to achieve a loading speed above 90 for mobile devices and browsers in the Google Speed site test.

# 4. Preparation and submission of proposal of services

The information that follows is intended to standardize the presentation of proposals to ensure a simple and efficient process.

# Proposal of services

### Main section

In this section, the vendor must present its proposed solution for satisfying the listed requirements.

The vendor must describe the methodology and approach it will use. The vendor must also present, in the form of a project plan, the major activities, the type of resources proposed for each activity, the number of hours, the hourly rate and the total cost of the activity. The vendor must also include the resources and time required from Telefilm, without, however, associating a cost.

The vendor must:

- Demonstrate its understanding of the request for proposal;
- Demonstrate its capacity to carry out the work;
- Provide three client/mandate references of similar type and scope, including a description of each mandate;
- Present the vendor's company in an appendix, including information on the company, its services, its experience with this type of mandate and its areas of expertise;
- Submit a working methodology.

The proposal must include and detail the following deliverables:

- 1. Production of wireframes
- 2. Production of design models
- 3. Migration of article inventories and application data
- 4. Development of the website and installation of the content management system
- 5. Development and configuration of applications
- 6. Quality assurance
- 7. Installation of the infrastructure
- 8. Rollout for acceptance tests and online launch

For this project, all documentation must be produced in French. Telefilm will be responsible for the translation and related costs. If other fees apply, they must be identified beforehand.

### Resources proposed for the mandate

For each type of personnel resource proposed in Section 4.1.1, the vendor must indicate how many permanent employees it has in the Province of Quebec who are able to carry out the activity, and must provide the CVs of the resources proposed for the mandate.

### **Demonstration of previous accomplishments**

The proposal must describe three projects carried out by the vendor over the past three years. The projects must demonstrate the vendor's ability to deliver websites similar in scope to Telefilm Canada's website. At least one of the three projects must include a design adaptable to screens of various sizes, from mobile phones to computers.

### Hosting and content management system

The vendor must include a hosting recommendation and a content management system recommendation and explain why those two recommendations best meet Telefilm's needs.

The vendor must also details the cost of hosting and/or licences associated with the two recommendations. It should be noted that the hosting and content management system recommendations will be considered in evaluating the vendor's submission but that the hosting and/or content management system contracts

will be concluded directly with the hosting and/or content management system providers, not with the selected agency.

As regards the content management system, Telefilm prefers an open-source solution that is widely used in the industry and that is supported by a number of hosting providers. To our knowledge, the two content management systems that meet these criteria are Drupal and WordPress, but Telefilm is open to any solution that meets its criteria.

As regards hosting, Telefilm prefers a cloud-based solution where the provider handles not only the hosting but also the content management system in PaaS (Platform as a Service) mode. Telefilm wants the agency to recommend a host it would be at ease working with, and wants a recommendation based on the agency's expertise in content management system hosting in PaaS mode. Telefilm's preliminary research has identified the following potential hosting providers:

Pantheon: https://pantheon.io (Drupal and WordPress hosting)

Acquia: https://www.acquia.com (Drupal hosting)

WP engine: <a href="https://wpengine.com">https://wpengine.com</a> (WordPress hosting)

This information is provided only as an indication of the type of PaaS hosting that Telefilm is looking for, and Telefilm has no preference for these particular providers.

### **Rules for submission**

The offer of services and reference materials may be written in either of Canada's official languages.

### Amount submitted and post-launch guarantee

The flat rate for this mandate is between \$75,000 and \$125,000\$ (exclusive of taxes). The vendor should consider this range as general guidance, not as a minimum and a maximum.

The amount submitted must be all-inclusive and be confirmed by the vendor's undertaking to fully carry out the mandate for a flat rate. Any addition or modification liable to limit the scope of this undertaking will result in rejection of the service offer.

The amount submitted must include a 60-day post-launch guarantee. Any anomaly reported by Telefilm during the guarantee period must be corrected cost-free by the vendor

### Schedule and late penalty

The proposal must include a detailed schedule of the work to be carried out by the vendor. The schedule must include the mandate start date. The start date desired by Telefilm is April 25, but if the vendor is unable to begin work on that date, the vendor may propose a later date.

The schedule must include enough time to allow Telefilm to enter content prior to the online launch and approval of the different deliverables.

The schedule must also include dates for the acceptance test and the website's online launch. For Telefilm, the ideal launch date is September 1, but the vendor may propose a date between September 1 and October 17. The schedule must include the contingency that the vendor deems necessary in order to contractually commit to a given launch date with a penalty of 5% of the contract value for each week of delay not attributable to Telefilm.

### Proposal for post-launch maintenance and updates

In addition to the offer of services covered by this request for proposal, the vendor must include a separate service offer for the website's post-launch maintenance and updates. This offer of services must be valid for one year from the date of online launch and must include the hourly rates for the different resources that might be needed to perform the maintenance and updates. It should be noted that this service offer excludes any request covered under the post-launch guarantee.

### Other required documents

- A signature authorization letter indicating that the vendor's representative is authorized to sign on behalf of the company and thus authorized to submit a proposal on behalf of the company
- Documentation on the services offer of the hosting company recommended by the agency with the different levels of service offered and the price associated with each service level.
- Any brochure and supporting documentation on products and services
- Any additional information relevant to the submission

Telefilm reserves the right to request additional information after receipt of the proposals, and the information provided will become an integral part of the vendor's proposal. Among other things, Telefilm reserves the right to request the vendor's latest financial statements if there is any doubt as to its solvency.

# 3.6 Evaluation process

Once the proposals are received, Telefilm will determine to what extent each proposal satisfies the requirements of the request for proposal document. The proposal will then be reviewed to ensure that it complies with Telefilm's basic requirements.

Should Telefilm require clarifications on any information provided in the proposal, these clarifications shall become an integral part of the proposal.

### Main criteria for evaluating proposals

- Compliance with the requirements set out in the request for proposal
- Understanding of the mandate
- Vendor's experience in similar projects
- Proposed methodology
- Proposed resources
- Vendor interview
- Quality of the solution proposed
- Costs

The evaluation process will allow Telefilm's selection committee to retain the responding vendors that qualify for preselection. Each shortlisted vendor will be invited to present its proposal at an individual meeting.

Telefilm reserves the right to conduct an investigation of the potential vendor to confirm or clarify any information provided or to gather further evidence of its financial and technical capabilities, including, but not limited to, meetings and visits with the vendor's existing clients.

# 5. Constraints and requirements

# General information

Telefilm's request for proposal process allows all vendors to demonstrate their capacity and expertise to deliver the service on time and on budget and with the quality expected by Telefilm.

# Prerequisites

To be eligible to respond to this request for proposal, the vendor must meet at least the following prerequisites:

- Be incorporated under the laws of Quebec or of Canada;
- Have a place of business and at least 5 permanent employees in the Province of Quebec;
- Has carried out at least 3 website projects in the past 3 years with an open-source content management system such as WordPress or Drupal;
- Be able to take charge of all phases of building a website, including:
  - o Information architecture
  - Graphic design
  - Site development
  - o Quality assurance
  - o Infrastructure installation and management
  - o Rollout management for acceptance tests and production

## Confidentiality

The content of the request for proposal and all supporting materials are the property of Telefilm and must be treated in a confidential manner. Each vendor agrees not to disclose any information, in whole or in part, without prior written permission from Telefilm.

Moreover, the vendor acknowledges that Telefilm is a government agency subject to the Access to Information Act and the Privacy Act.

### Notice of intent to respond

All vendors must notify Telefilm of their intent to respond by the date indicated in the Schedule section, by email to the address given above. The notice of intent to respond must include the following information:

- Intent to respond (yes or no)
- Company name
- Name of contact person
- Telephone number of contact person
- Email address of contact person

Each vendor must appoint a person who will be the sole point of contact during the entire tendering process. All communications from Telefilm will be sent to that person.

## **Requests for additional information**

Any request for additional information must be sent by email to: Appel@Telefilm.ca.

Answers will be provided by email. All questions and answers related to this request for proposal will be communicated to all participating vendors

### Phase 1 – Qualification documents

Once vendors have communicated their intent to respond to the request for proposal, they must submit the required documents to the email address listed above in accordance with the schedule in section 5.1.9.

### Phase 2 – Individual meetings with shortlisted vendors

After identifying the shortlisted vendors, Telefilm will invite them to presents their proposals.

Each shortlisted vendor will be invited to Telefilm's office to make a presentation of no more than 40 minutes, followed by a 20-minute question period.

### Modification of request for proposal

Telefilm reserves the right to modify this request for proposal, as needed, and to clarify or correct one or more sections. These modifications may include clarifications made following a request for information from one of the vendors involved in the selection process.

Vendors will be notified of any modifications by way of an addendum, which will be incorporated into the request for proposal document and form an integral part of it.

### Submission of proposal and presentation

Vendors must prepare a single proposal in compliance with the requirements of this request for proposal document. By submitting their proposal, vendors acknowledge that they have read the request for proposal documents and accept the clauses, terms and conditions therein.

Vendors must submit their proposal by email to the email address listed above, and must be prepared to present their proposal at a later date if specifically requested by Telefilm.

The email subject line must clearly indicate "Request for Proposal FA201603-001."

### Schedule

Assuming that normal conditions prevail, Telefilm expects to comply with the schedule set out below. Any changes to these dates will be communicated to all participants responding to the request for proposal.

Activity	Date
Launch of request for proposal	March 1, 2016
Receipt of notice of intent to respond	March 8, 2016
Deadline for submission of proposals	March 21, 2016, noon, Montréal time
Preselection	March 24, 2016
Meetings with shortlisted vendors	Between March 29 and April 5, 2016
Selection of agency	April 11, 2016
Start of mandate	April 25, 2016

### Withdrawal of a proposal

Vendors may withdraw their proposal in person or by registered letter, at any time prior to the deadline set for the receipt of proposals, without affecting their right to submit a new proposal within the prescribed period.

### Validity of proposals

Submitted proposals must remain valid for sixty (60) following the deadline set for the receipt of proposals.

### **Ownership of proposals**

All submitted proposals and related documents become the sole property of Telefilm and shall not be returned to vendors.

### Awarding of contract

The successful vendor will be the one that demonstrates the best value. That vendor will be asked to sign Telefilm's standard contract. All terms of the contractual agreement entered into by the parties must be to Telefilm's complete satisfaction. A copy of the standard contract can be found in Appendix 4.

### Vendor responsibility and costs incurred

All costs, charges, expenses, etc., direct and indirect, incurred and/or paid by the vendors in order to participate in this request for proposal are the sole and entire responsibility of the vendors.

### **Reserved rights**

Telefilm reserves the right to:

- Make modifications to the request for proposal documents before the deadline for submitting
  proposals and, as needed, change the submission deadline. As mentioned in the "Modification
  of request for proposal" section, all modifications shall become an integral part of the request for
  proposal documents, and shall be sent in writing to all vendors concerned;
- Reject all of the proposals received, without justification or obligation to the vendors. Accordingly, participation in this request for proposal process in no way obligates Telefilm to enter into a business agreement with the vendor;
- Accept any proposal it receives after the stated deadlines;
- Choose vendors that it believes to be qualified for a competitive proposal, negotiate with them and finalize negotiations without incurring liability;
- Negotiate different business conditions with the best vendors;
- Contact any vendor to obtain corrections and clarifications to a submitted proposal, if necessary, in order to make a fair comparison of all the proposals submitted;
- Withhold information relating to the final selection process; and
- Conduct an investigation of the potential vendor to confirm or clarify any information provided or to gather further evidence of its financial and technical capabilities, including, but not limited to, meetings and visits with the vendor's existing clients.

# 6. Annexe A: Recommendations for Applications

### Applications to replace by content

Application	Activities
List of employees (directory)	One page with key contacts
Jobs	One page per job
News releases and other articles	One page per article
Calls for entries – Festivals and Markets	One page per call for entries
Festival directory	One page with key festivals
Quarterly financial reports	One page with links to PDFs
Admissibility verification tools	One page explaining admissibility criteria

# **Retired applications**

The following applications / sections will not be reinstalled.

- 1. Catalogues http://www.telefilm.ca/fr/catalogues
- 2. Canada on the Festival Circuit Abroad (festivals and productions) http://www.telefilm.ca/en/festivals-and-markets/canada-on-the-festival-circuit-abroad
- 3. Canadian production and company search <u>http://www.telefilm.ca/en/coproductions/coproduction-directory</u>

## **Expense reports**

Description	Executive Director and Board Chair expense reports
Links	http://www.telefilm.ca/in/telefilm/corporate-publications/expenses-reports- reports/CBR.php
Comments	<ul> <li>The online data format is compliant.</li> <li>Currently, PHP application is used. An employee manually prepares an Excel file and enters it in Docunet before using a publishing function available on the intranet.</li> </ul>

	- Expense reports:
	http://agedprden/agedprden/livelink.exe?func=ll&objaction=overview&obji
	d=16186355
	- Reproduce the result of the current solution.
Development	- Ideally, provide an export function for users
	- The application must support the distribution of data using the
	government-recommended templates
	Initial migration
	<ul> <li>Telefilm provides the online inventories in the existing format (7 years).</li> </ul>
	- The internal client provides an inventory of fields for future periods.
	- The agency provides an Excel template for uploads.
Migration	After migration
	- The internal client is responsible for updating the data and managing the
	inventory according to Telefilm policies and directives.
	- The internal client must produce an Excel file with the data every three
	months using the template supplied by the agency.
	The internel alignst report he able to access the CMC and access the
	<ul> <li>The internal client must be able to access the CMS and access the</li> </ul>

# Investment reports

Description	Inventory of investment and grant data for productions and festivals.
Links	Compliance, transparency and fewer access to information requests
Comments	<ul> <li>The table and record fields are not entirely compliant.</li> <li>Major additions to past investments should be indicated, which is not the case now.</li> <li>It's in Telefilm's interest to make its data exportable in order to reduce access to information requests.</li> </ul>
Recommendations	<ul> <li>Keep the service.</li> <li>Add the lacking aspects to comply with the directives.</li> <li>Maintain the inventory in accordance with archiving directives (7 years).</li> <li>Ideally, provide a data export function for users.</li> <li>The application must support the distribution of data according to the script defined by Telefilm. [according to models developed with Telefilm ?]</li> <li>E.g.: Template suggested by government (<u>http://www.tbs-sct.gc.ca/scripts/contracts-contrats/reports-rapports-eng.asp</u>)</li> <li>[lien « publiservice » non accessible à l'externe]</li> </ul>
Migration	<ul> <li>Initial migration <ul> <li>Telefilm retrieves the online inventories in the existing format (7 years).</li> <li>The agency integrates the old inventories without updating the data.</li> <li>The internal client provides an inventory of fields for future period consistency.</li> <li>The agency reviews data structure and display format for future period consistency.</li> <li>The agency provides an Excel template for future uploads.</li> </ul> </li> <li>After migration <ul> <li>The internal client must produce an Excel file with the data every three</li> </ul> </li> </ul>
	<ul> <li>The internal client must be able to access the CMS and access the application in order to upload the file.</li> </ul>

# Contracts

Description	Inventory of investment and grant data for productions and festivals		
Link	http://www.telefilm.ca/en/telefilm/corporate-publications/contracts		
Comments	<ul> <li>Obligation under Guidelines on the Proactive Disclosure of Contracts <u>http://tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676</u></li> <li>The table and record fields are not entirely compliant.</li> <li>It's in Telefilm's interest to make its data exportable in order to reduce access to information requests.</li> </ul>		
Recommendation	<ul> <li>Keep the service.</li> <li>Add the lacking aspects to comply with the directives.</li> <li>Maintain the inventory in accordance with archiving directives (7 years).</li> <li>Provide a data export function for users.</li> <li>Template to use: <u>http://www.tbs-sct.gc.ca/scripts/contracts-contrats/reports-rapports-eng.asp</u></li> </ul>		
Migration	<ul> <li>Initial migration <ul> <li>The agency retrieves the online inventories identified by Telefilm, in the existing format (7 years).</li> <li>The internal client provides an inventory of fields for future period consistency.</li> <li>The agency reviews data structure and display format for future period consistency.</li> <li>The agency provides an Excel template for future uploads</li> </ul> </li> <li>After migration <ul> <li>The internal client must produce an Excel file with the data every three months using the template supplied by the agency.</li> <li>The internal client must be able to access the CMS and access the application in order to upload the file.</li> </ul> </li> </ul>		

# **Coproduction certification**

Description	Inventory of certified television and film coproductions (preliminary and final)
Links	https://www.telefilm.ca/en/coproductions/coproductions/coproduction- certification
Target groups	Foreign and Canadian producers, industry suppliers, analysts, etc.
Business objectives	Obligation related to certification mandate: 80 records a year for TV and 80 a year for Film.
Benefits for the organization	Generates visits by industry people and conveys the benefits of working with Canadian producers.
Comments	<ul> <li>About 80 records a year for TV and 80 a year for Film. The information on each entry could be improved to make it more pertinent for clients, according to their needs.</li> </ul>

	- The sorting functions could be updated to increase value for clients.	
	<ul> <li>It's in Telefilm's interest to make its data exportable in order to reduce</li> </ul>	
	access to information requests.	
Deserves defiers	- Review the data presentation to simplify consultation.	
Recommendation	<ul> <li>Examine the possibility of having an export function for users.</li> </ul>	
	- Maintain the existing inventory for 7 years.	
	Initial migration	
	° °	
	- Telefilm retrieves the online inventories in the existing format (7 years).	
	- The internal client provides an inventory of fields for future periods	
	- The agency provides an Excel template for uploads.	
	After migration	
Developement	-	
	- The internal client must produce an Excel file with the data every three	
	months using the template supplied by the agency.	
	<ul> <li>The internal client must be able to access the CMS and access the</li> </ul>	
	application in order to upload the file.	
	<ul> <li>The application must support distribution of the data according to models</li> </ul>	
	developed with Telefilm (4) (TV or Film, or Preliminary or Final).	
	E.g.: Table with sorting option and link to forms.	

# **Coproduction Directories**

Description	Three alphabetical indexes – Productions, Production Companies, Contacts – produced with coproduction data.		
Links	https://www.telefilm.ca/en/coproductions/coproduction-directory		
Target group	Foreign producers looking for Canadian partners.		
Business objectives	<ul> <li>Help producers forge business links with pertinent Canadian partners.</li> <li>Improve access to information for experienced foreign producers.</li> </ul>		
Benefits for the organization	Fosters business links between industry players from different markets.		
Comments	<ul> <li>The page is s overloaded and could be simplified.</li> <li>The design is not well suited to the needs.</li> <li>The presentation in alphabetical order is not adequate.</li> <li>Revise the data form to remove links to catalogues and keep only information relevant for the target group.</li> </ul>		
Development	<ul> <li>Design a better directory</li> <li>Review the wireframe directory data presentation to better meet the needs of foreign producers.</li> <li>Allow mass import to reduce errors and integration time.</li> <li>Evaluate joint use of coproduction data.</li> <li>Provide sorting or filter functions and export function for users.</li> </ul>		
Migration	Initial migration         -       Telefilm retrieves the online inventories in the existing format (7 years).         -       The internal client provides an inventory of fields for future periods		

- The agency provides an Excel template for uploads.			
After migration			
<ul> <li>The internal client must produce an Excel file with the data every thr months using the template supplied by the agency.</li> <li>The internal client must be able to access the CMS and access the application in order to upload the file.</li> <li>The application must support distribution of the data according to models developed with Telefilm.</li> <li>E.g.: Table with sorting option and link to forms.</li> </ul>	ee		

# Extranet registration form

Description	Form for registering for the extranet. Two forms (individual and corporate) and a few preselection questions. At the end of the process, the form is printed and faxed.	
Links	http://www.telefilm.ca/extranet/form.php?lang=en	
Target groups	Producers, production companies, festival promoters, etc.	
Business objectives	Allow people to register for the extranet.	
Development	- Design an online form with email function.	
Migration	- Create two online forms with email function before APPIAN migration.	
	- Update the list of questions.	

# Newsletter profile manager

Description	Profile management tools
Links	http://www.telefilm.ca/en/mailing-list
Target group	Subscribers to the various Telefilm mailing lists.
Business objectives	Allow subscribers to manage their profile.
Development	<ul> <li>Redevelop the application in the new CMS using CakeMail capacities to full extent and following best practices related to Bill C-28.</li> </ul>

# Search engine

Description	Google search engine
Development	<ul> <li>Migrate the current solution or use the native functions of the CMS</li> <li>Provide for indexing requirements</li> </ul>

# RSS

Development	- Integrate an RSS feed for the Current News section.	

# 7. Appendix B: Content Management System Functions

This document defines the required elements that are not necessarily native to a content management system and will have to be configured to meet Telefilm's needs.

This list is not meant to be exhaustive and is subject to change depending on discussion of the project.

### User Role Management

### Required

The content management system must allow the creation of users with passwords for accessing the management interface.

### Desirable

Since some internal departments will be responsible for creating and publishing their content, it would be helpful if the content management system were able to:

- 1- limit access to certain sections (e.g., Human Resources, Finance, Coproduction)
- 2- restrict use of the application (e.g., Coproduction and Finance for contract list publication)

### Symmetrical site in 2 languages – Required

The site development must allow the integrator to integrate content (text, images, etc.) in French and in English.

The wireframe must provide a change-language link to switch from one language to the other.

### Tree structure and menu management - Required

The content management system must be able to define the parent of each page.

The hierarchical organization will make it possible, among other things, to have the menus active based on its location in the site.

### Editable navigation menus - Required

It must be possible to edit the navigation menus, including the main menu, in order to add/remove pages, order pages, edit wording to differentiate them (custom menu), etc.

### **Responsive theme – Required**

One of the main goals of the project is to substantially increase content accessibility. Therefore, it is imperative that the theme be *responsive*.

The main content must be designed to be adaptable to the theme (resize images, reduce or break up tables, etc.).

### Batch page editing function – Strong interest

To give publishers greater page edition capability, the site configuration must allow for modular page design management.

We expect this type of function will be needed mainly for presentation pages and very important key pages.

### **Blogging capacity – Required**

The proposed tree structure groups inventories of pages similar to articles (news, media releases, industry advisories, etc.).

We think these inventories could be handled like blog posts.

### Additional fields – Nice to have

We envisage additional fields for some types of blog posts in order to be able to post or make use of certain structured information. For example, for Calls for Applications it should be possible to set a date for automatic removal and filing by closing date.

The additional fields will be defined at the time the wireframe is established.

### **Comment function – Nice to have**

Obviously, and by default, the Comment function will be deactivated, but the content management system must allow for it to be activated as needed.

This element will also be define in the wireframe.

### **Blog / News section**

### Required

The blog/news section will contain several types of articles.

At this stage, without the wireframe and the design, we do not know whether the layout differentiating these elements will be done by the content publisher using possible layouts or by defining a template of sorts.

### **Strong interest**

Also in this section, the category pages will have different wireframe.

Some types of content in this section must be posted differently. For example, Calls for Entry must be classified by closing date, not by posting date.

Depending on the wireframe, the selected approach must provide adequate, easily installed designs for the existing inventories. This type of content is most common on the site.

### Reuse of excerpts of lists from pages or articles – Strong interest

Also, it may be necessary for the design of some pages to generate lists of titles or summaries sorted according to elements documented in the article.

### Related articles – Nice to have

Depending on the design, a dynamic plug-in for linking related articles could be integrated. The display rules should be determined according to the ergonomist's recommendation.

### WYSIWYG publishing – Required

A personalized toolbar allowing users to define the styles and content elements provided by the wireframes must be developed.

In particular, we anticipate layouts with several levels of titles. The publishers must be able to recreate all site pages without going through a pure HTML version.

### **Table creation – Strong interest**

A table creation function should be available. The table styles and rules will be defined in the wireframes.

### Integration of external elements – Required

The content management system must allow the integration of external elements such as videos, maps, etc.

### Addition of SEO tags – Required

A module for adding SEO tags must be integrated.

### WCAG 2.0 tag management – Required

The content management system must allow management of elements associated with WCAG 2.0 tags.

### Media file management – Required

The module must allow:

- image uploading
- resizing
- automatic optimization

### Version management – Required

The content management system must allow users to access earlier versions and see which users created them.

It must also allow users to edit a previously published page and to keep the update for later publication (e.g., Draft, Unpublished, etc.).

### Posting and removal dates

### Required

When new content is posted, it must have a posting date.

### Strong interest

We would also like to be able to have a removal date or a version update date.

Prelir	Preliminary website r	nap	map v1									I
1.0 About Us		2.0	2.0 Funding	3.0	Coproductions	4.0	4.0 Business Intelligence	5.0	5.0 Festivals and Markets 5.0 News	<u>s 5.0</u>	News	
1.1 About	About Telefilm	2.1.1	2.1.1 Development	3.1	Coproductions	4.1	4.1 Catalog - Study	5.1	5.1 Calendrier des festivals	5.1	5.1 News Releases	
1.1.1 Mission	u	2.1.2	2.1.2 Production	3.1.1	Guidelines	4.1.X	4.1.X Study X	5.2	5.2 Festivals Directory	5.2	5.2 Industry Advisories	
1.1.2 Strateg	Strategic Plan	2.1.3	2.1.3 Marketing	3.1.2	Coproduction Certification	4.2	4.2 International Markets Report	5.3	5.3 Market	5.3	5.3 Calls for Entry	
1.1.3 History	~	2.1.4	2.1.4 Family Feature Production	3.1.3	Forms and Affidavits	4.3	4.3 Success Index	5.4	5.4 Calendar	5.3.1	5.3.1 Calls for Entry Market	
1.4.1 Service	Service Charter	2.1.5	2.1.5 Micro-Budget Production	3.1.4	Useful Tools	4.4	4.4 Statistics on Coproduction	5.5	5.5 Promotional Tools	5.3	5.3 Speeches	
1.1.4 Board	Board Members	2.1.6	2.1.6 Long métrage documentaire	3.1.5	International Treaties	4.5	4.5 Industry Consultations	5.6	Contact	5.4	5.4 What's new	
1.1.5 Senior	Senior Management	2.1.7	2.1.7 Mini-treaties Canada-France	3.1.5.X	Treaties X	4.6	Useful Links			5.4.1	5.4.1 Golden Box Office Award	
1.1.6 Funds	Funds and partners	2.1.8	International Marketing Program	3.1.6	Coproduction Directory							
1.1.7 Forma	Formal Complaints from the Public	2.1.9	2.1.9 Promotion Program	3.1.7	Foreign Competent Authorities							
1.2 Public	Publications			3.2	Partnerign with Canada							
1.2.1 Annua	Annual Reports			3.2.1	Co-Venture							
1.2.2 Quarte	Quarterly Financial Reports			3.2.2	Film Production Service							
1.2.3 Specia	Special Examination Report			3.2.3	Resources							
1.2.4 Officia	Official languages and multiculturalism											
1.3 Careers	5											
1.3.1 Why C	Why Choose Telefilm?											
1.3.2 Our Co	Our Corporate Values											
1.3.3 Compe	Compensation and Employee Benefits											
1.3.5 Career	Career Opportunities											
1.3.4 Divers	Diversity and Bilingualism											
1.4 Transp	Transparence									1.5	Contact Us	
1.4.1 Access	Access to Information											
1.4.2 Compl	Completed Access to Information Requests									6.1	6.1 eTelefilm	
1.4.3 Info Source	purce									6.1.1	6.1.1 Subscription extranet	
1.4.4 Privacy	Υ.									6.2	6.2 Legal notes	
1.4.5 Proact	1.4.5 Proactive divulgation									6.3	6.3 Mailing list	
1.4.5.1 Contracts	acts									6.6	Search engine	
1.4.5.2 Expenses Reports	ses Reports									6.7	6.7 Page 404	
1.4.5.3 Invest	1.4.5.3 Investment Reports									6.8	6.8 Logos	

# 8. Appendix C: Preliminary arborescence

9. Appendix D: Telefilm standard contract

#### Service Agreement signed in "city" this "date" (hereinafter the "Agreement")

- Between: **Telefilm Canada**, a Crown corporation duly established under the *Telefilm Canada Act*, as amended, having its head office at [360 Saint-Jacques Street, Fifth Floor, Montreal, Quebec, H2Y 1P5 or insert other Telefilm address, in which case replace "its head office" by "a place of business"], represented by "name," "title," [add as needed: and by "name," "title"] duly authorized hereby as representing the Corporation (hereinafter "**Telefilm**").
- And: **"Company name**," a company duly incorporated under the "name of Act: Quebec Companies Act / Canada Business Corporations Act / other business incorporation Act," having its head office at "street address, city, province, postal code," represented by "Representative name," duly authorized hereby as representing the company (hereinafter the "Contractor").

In consideration of their respective obligations, the Parties agree as follows:

#### 1. Services Supplied

1.1. Services. The Contractor agrees to supply and diligently perform for Telefilm, according to industry standards and to Telefilm's satisfaction, *"indicate main type of services"* services, as more fully described in Appendix A hereto if applicable, (the "Services") for the duration of and under the terms set forth in the Agreement. [If the Services must be rendered by a particular employee of the Contractor or by a natural person, add: The fact that the Services are rendered by *"name of person rendering the services"* is an essential consideration of this Agreement. "Name of person rendering the services" may not be replaced by another person during the entire term of the Agreement.]

#### 2. Term and Termination

- **2.1. Term**. Subject to section 2.2 hereof, this agreement takes effect on *"contract start date"* and ends on *"contract end date."* Any renewal of the Agreement after expiry of the term is subject to negotiation between the two Parties and must be evidenced in writing.
- **2.2. Termination.** Notwithstanding section 2.1 hereof, Telefilm may terminate the Agreement upon the occurrence of any of the following events:
  - a) if the Contractor fails to remedy a breach of any of its contractual obligations under the Agreement or under any other agreement with Telefilm, including the unauthorized assignment of the Agreement, within [5] days of receipt of written notice to this effect from Telefilm;
  - b) without notice or delay, if the Contractor becomes insolvent or bankrupt, or reorganizes its business within the meaning of the *Bankruptcy and Insolvency Act* (Canada), or if it takes steps or steps are taken against it for its winding-up or dissolution, or if a receiver or trustee is appointed for the Contractor's property;
  - c) without notice or delay, in the case of fraud, wilful misrepresentation or gross negligence by the Contractor;
  - d) at Telefilm's discretion, by giving the Contractor [30] days' written notice;
    - in which case Telefilm's obligations and responsibilities to the Contractor shall be limited to the amount owed to the Contractor as at the effective date of the termination, without other compensation.

#### 3. Cost of the Services

[choose the cost and applicable method of payment, to be adjusted as needed]

**3.1.** Consideration. In consideration of the Services rendered, Telefilm agrees to pay to the Contractor a total amount of "insert amount" [or a maximum total amount of "insert amount"], plus all applicable taxes [or taxes included], according to the schedule of work (the "Schedule") appearing in Appendix A hereto. Each payment

(or the sole payment, as the case may be) shall be payable by Telefilm in accordance with the Schedule within 30 days of receipt of a detailed invoice to this effect.

- **3.2.** [Insert or delete as needed]**Expenses.** Telefilm agrees to pay the reasonable and admissible portion of expenses incurred by the Contractor for travel outside the Metropolitan Montreal area undertaken at Telefilm's request. Telefilm shall be responsible for coordinating the Contractor's business travel, including planes, hotels and ground transportation. The expenses shall be reimbursed on the basis of the policies and procedures in force at Telefilm. The Contractor must provide Telefilm with a copy of the bills for expenses for which reimbursement is claimed.
- **3.3.** Payment by direct deposit. The Contractor authorises Telefilm to make all payments due under this Agreement by way of direct deposit into the Contractor's bank account as specified in Appendix B and acknowledges being solely responsible for the accuracy of the banking information provided to Telefilm. The Contractor guarantees being the beneficiary of the bank account specified in Appendix B and undertakes to inform Telefilm as soon as possible in writing of any changes to this banking information. Telefilm shall incur no liability for any delay, inconvenience, expense or other loss arising as a result of incomplete or incorrect information provided by the Contractor. A notice via email will be sent by Telefilm to the following email address [insert email address] to confirm that the transaction has been processed.
- **3.4.** No Benefits. The Contractor, its employees, agents, representatives and mandataries may not claim or require from Telefilm, including but not limited to, any of the following: vacation pay, sick leave, maternity/paternity leave, insurance and invalidity plans, pensions, health care, dental care or any other benefit available to Telefilm employees.

#### 4. Representations and Warranties

The Contractor represents and warrants the following:

- **4.1.** It is a duly incorporated company existing under its Act of incorporation, it is in compliance with all applicable laws governing its existence, the Contractor has the authority and capacity to sign the Agreement, which has been duly authorized, the Agreement is enforceable against it, and the signature of the Agreement and the performance of the related obligations do not violate its statutes, its regulations or any act, contract or agreement by which it is bound.
- **4.2.** It is in accordance and in compliance with, and agrees to respect, all laws, regulations, ordinances, decrees or other binding statutory instruments affecting or governing the Contractor and the Services, and agrees moreover to respect all Telefilm policies, guidelines, rules and internal procedures.

More specifically, the Contractor working on Telefilm premises agrees to comply with the *Occupational Health* and *Safety Policy* and health and safety rules in the Contractor's dealings with Telefilm but shall not be entitled to the benefits and compensation set out in the policy, which are reserved exclusively to Telefilm employees.

The Contractor working on Telefilm premises also agrees to comply with the policy on *Respect in the workplace: preventing and settling harassment.* Telefilm shall be entitled to terminate the Agreement if, in Telefilm's opinion, the Contractor's behaviour constitutes harassment within the meaning of the policy.

**4.3.** It has the necessary qualifications, the expertise, experience, human resources and material required to provide the Services consistent with the terms and conditions of the Agreement, it holds all necessary permits, licences and authorizations, as applicable, and it is in good standing with all regulatory bodies in its field.

#### 5. Indemnification

**5.1.** The Contractor assumes all risks and responsibilities involved in performing the Services, including responsibility for the acts and omissions of persons in its employ, and it must take all measures necessary to avoid causing any damage to Telefilm or to third parties. To this end, the Contractor agrees to indemnify and hold harmless Telefilm from and against all claims, demands, complaints, actions, causes of action and

responsibility of any sort, for any damages, losses, costs, injuries, property damages, resulting from any act or omission by the Contractor or by persons employed or engaged by it, in connection with the Services and the Agreement, including the fees, expenses and judicial and extrajudicial costs incurred by Telefilm.

#### 6. <u>Telefilm's Right to Audit</u>

**6.1.** Telefilm shall, at any time during the term of the Agreement and for three years after the expiry of the term, have access to the documentation needed to verify any matter relating to the Agreement (among other things any invoice, report or part of accounts concerning the Services), and the Contractor agrees, upon request by Telefilm, to deliver to Telefilm copy of this documentation or of any other pertinent documentation relating to the Services.

#### 7. Ownership and Confidentiality

- **7.1. Ownership and Assignment of Rights.** In exchange for the consideration set forth in section 3 above, the Contractor, its employees, agents, representatives and mandataries hereby assign and agree to assign to Telefilm all rights, titles and interests that they own or could own in relation to the Services. The Contractor agrees to sign and, as applicable, to have its employees, representatives or mandataries sign, at Telefilm's request, any document deemed necessary by Telefilm to establish ownership.
- **7.2.** Conflict of interest. The Contractor agrees to disclose to Telefilm, without delay, any situation or event having the effect of placing it directly or indirectly in a situation of real or apparent conflict of interest with Telefilm or a Telefilm client. The Contractor agrees to be bound by the provisions of the Policy on Conflict of Interest and Post-Employment that is part of the Code of Conduct for Telefilm Canada, as these provisions can be adapted if necessary by Telefilm. By signing the Agreement, the Contractor warrants that the Contractor has read and understood Telefilm's Policy on Conflict of Interest and Post-Employment and agrees to comply with it and recognizes that compliance with its terms and requirements is an essential condition of the Agreement.
- **7.3. Confidential Information**. The Contractor acknowledges that, under the Agreement, certain confidential information relating to the operations and business of Telefilm and its clients could be conveyed to it. Any information, verbal, written, printed, graphic, computerized or in any form or on any support whatsoever, be it in draft or final form, which is supplied to the Contractor, or to which the Contractor has access, constitutes confidential information ("Confidential information") and remains the exclusive property of Telefilm or of its clients, as the case may be. Therefore, the Contractor agrees that no Confidential information that may be conveyed to the Contractor or to which it may have access will be disclosed to any person, business or corporation whatsoever at any time during and following the term of the Agreement without the prior written authorization of Telefilm. Moreover, the Contractor agrees not to use said Confidential information for its own profit, nor to allow anyone to use said Confidential information at any time during and following the term of the Agreement. In addition, the Contractor must not permit the reproduction, in any form, of the Confidential information confidential. The Contractor agrees to bind in writing its personnel and other mandataries involved in performing the Services by these confidentiality obligations.

The Contractor acknowledges that the disclosure of Confidential information can cause considerable harm and irreparable damage to Telefilm, which may not be possible to compensate sufficiently through the award of monetary damages. Therefore, in addition to any other remedy available at law or in equity, Telefilm shall be entitled to obtain injunctive relief or other just and equitable redress in the circumstances, without proof of actual damages.

The Contractor acknowledges responsibility for the Confidential information, books, material, reports, computerized reports, invoices, client lists and any document giving client names and addresses, as well as any equipment belonging to Telefilm that the Contractor may have in its possession by virtue of the Agreement.

Upon the termination or cancellation of the Agreement, the Contractor agrees to deliver forthwith to Telefilm, including but not limited to, the Confidential information and any material, books, reports, computerized reports, invoices, client lists and other documents, as well as any copies, on any support whatsoever,

belonging to Telefilm that the Contractor may have in its possession by virtue of the Agreement, and/or, upon request by Telefilm, destroy the Confidential information in the Contractor's possession.

**7.4. Web Disclosure.** The Contractor consents and authorizes Telefilm to disclose certain elements of the Agreement on its website, as needed, among other things the name of the Contractor, the type of services, the total amount of the consideration and the term.

### 8. Other

- 8.1. Independent Entrepreneur. The Agreement does not constitute and shall not be construed as an agency, partnership or employment relationship between the Parties, each one acting as an independent entrepreneur. The Contractor shall be solely responsible for the manner and way in which the Services are performed.
- 8.2. No Waiver. The failure by Telefilm to insist on the complete performance of any of the undertakings or obligations contained herein or to exercise any of its rights provided for herein shall not be construed as a future waiver of such right or of the complete performance of such undertaking or obligation. No waiver by Telefilm shall be valid unless set forth in writing and such waiver shall apply only to the rights and circumstances expressly mentioned therein.
- 8.3. Assignment. The Contractor may not assign to anyone its rights and obligations under the Agreement nor delegate the performance of any of its duties thereunder without Telefilm's prior written consent.
- 8.4. Amendment. The Agreement may not be amended, changed or modified except by agreement in writing executed by both parties.
- 8.5. Severability. The invalidity of a provision or part of a provision of the Agreement shall not nullify the other provisions or part of provisions, which shall remain in force, in whole or in part.
- 8.6. Further Assurances. The Parties agree to do and sign or cause to have done or signed from time to time, all other deeds, documents, instruments or things that Telefilm may reasonably request for the purpose of giving effect to the Agreement.
- 8.7. Laws. The Agreement shall be subject and interpreted according to the laws of the Province of Quebec and the courts of the Province of Quebec shall have exclusive jurisdiction to resolve any dispute between the Parties.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date first given herein.

### TELEFILM CANADA

By:

Name: Title:

And by:

Name: Title:

### "CONTRACTOR NAME"

By:

Name: Title:

#### INTERVENTION

[Complete this section to bind a specific employee of the Contractor to the contract's obligations, notably the confidentiality and indemnification provisions, and/or if the Services are apt to create property rights for the Contractor or the Contactor's employees or representatives]

Intervening herein, "Name of person rendering the services," (hereinafter "the Intervener") acknowledges having read the Agreement and having understood its nature and scope, and agrees to comply with the terms and obligations thereof, notably with regard to obligations related to confidentiality and indemnification. The Intervener hereby assigns and agrees to assign to Telefilm all rights, titles and interests that he or she owns or could own in relation to the Services and the work performed, and agrees to sign upon request by Telefilm any document deemed necessary by Telefilm to establish ownership.

Signed on

"Name and title of natural person (or Contractor employee/representative) rendering the Services"

### APPENDIX A

### DESCRIPTION OF THE SERVICES

The Services to be provided by the Contractor include, among other things, the following duties and responsibilities:

"to complete"

The Contractor agrees to comply with the following timeframe during the term of the Agreement:

"to complete – if there is no timeframe, indicate NIL"

### CONSIDERATION

### [to complete, add lines as needed]

MILESTONES AND/OR DELIVERABLES [if payable according to milestones, indicate the date to deliverables, insert a brief description of the delive		PAYMENT AMOUNTS (payable consistent with subsection 3.1) [if predetermined amounts, specify; if	
Description [write N/A if not applicable]	Date	not, mention supporting invoice]	
Total [maximum] amount: *In no case may the total consideration for the Services exceed the total amount, unless the Parties have concluded a written agreement to this effect.		"insert total amount, which must match subsection 3.1"	

### BANKING INFORMATION FOR DIRECT DEPOSIT

Name of financial institution		
Name of branch or branch address		
Transit No.	Institution No. Account No.	