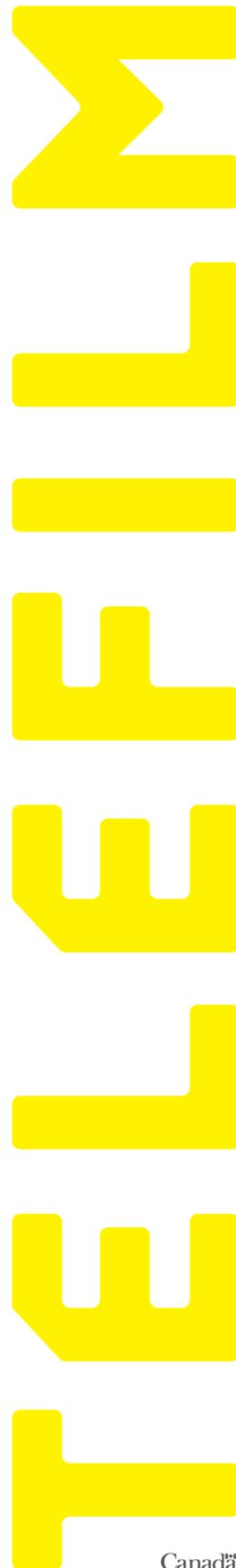


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Request for proposal
CANADA NOW – UNITED KINGDOM 2019



Canada

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1. Introduction

Telefilm Canada is looking for an agency based in London UK specializing in film curation, film exhibition and distribution as well as event promotion and management for the production of its “Canada Now” initiative.

Under its governance rules, Telefilm Canada is required to proceed by call for tenders to obtain goods and services of an anticipated value like that of its “Canada Now” initiative in the United Kingdom.

For high budget projects, Telefilm Canada normally proceeds with calls for tenders allowing it to sign a three-year contract with its vendors to ensure reasonable continuity of service from them.

2. About Telefilm

2.1 Business Environment

Telefilm Canada is a Crown corporation reporting to Parliament through the Minister of Canadian Heritage.

Our mission

To foster and promote the development of the audiovisual industry in Canada.

Our vision

To have Canadian productions on all consumption platforms in Canada and abroad.

Our overall objective

To stimulate demand for Canadian productions.

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, four areas of action:

- Foster innovation
- Strengthen Canadian talent's position on the international market
- Stimulate export of Canadian content
- Continue to improve the organization's overall performance

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.

For more information, visit our websites: telefilm.ca and RDVcanada.ca.

2.2 Legal Framework and Governance

Telefilm is a Crown corporation subject to the *Telefilm Canada Act*, as well as to certain provisions found in Part X of the *Financial Administration Act (FAA)*. 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 the roles and responsibilities of the internal audit services.

2.3 International Promotion

Telefilm Canada's International Promotion team is responsible for developing and implementing the strategy to increase the discoverability, recognition and export of Canadian content abroad. The team works with internal and external partners in establishing and operationalizing the strategy at international markets, festival and special events and initiatives.

The following information is intended to standardize the presentation of proposals to ensure a simple, efficient process.

3. Description of mandate

3.1 Context

Telefilm Canada's International Promotion sector is spearheading the third annual "Canada Now" initiative from April to December 2019 in the UK:

Mandate:

DISCOVERABILITY + PROMOTION

- Promote brand consciousness of Canada
- Champion creative Canadian talent & its industry
- Develop audiences and exhibition network
- Stimulate media interest (social and traditional)

EXPORT + RECOGNITION

- Build and reinforce strategic business and influencer relationships
- Increase awareness with decision-makers and influencers
- Disseminate business intelligence
- Encourage sales and export

3.2 Objectives of the mandate

The UK-based contractor sought for the "Canada Now" initiative will be in charge of curation, project management and coordination, design, editorial and promotional production, event production, initiative delivery, logistical monitoring and negotiation and payment of film licence rights from the launch in London to the tour throughout the U.K.

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.

4.1 Proposal of services

4.1.1 Main section

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

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.

4.1.2 Information required in the tender

The companies sought will be responsible for sending us:

- overview of a film curation for the "Canada Now" initiative;
- exhibition and distribution model for "Canada Now" initiative;
- project management and overall specifications including:
 - critical path
 - design
 - editorial content
 - production
 - rights management
 - delivery
 - promotion
- the company's portfolio presenting the major projects carried out in the UK
- any other documents considered relevant to support its proposal

4.1.3 Rules for submission

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

4.2 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.

4.2.1 Main criteria for evaluating proposals

Telefilm Canada will consider expertise, experience, human resources, competencies and aptitudes to perform the work, originality of the concept, and the best quality/price ratio. Telefilm Canada reserves the

right not to select the tenderer with the lowest tender. The chosen tenderer will be invited to sign a contract with Telefilm Canada; all the terms and conditions of the contractual agreement that must be entered into between the partners must be to Telefilm Canada's complete satisfaction.

The chosen tenderer will be the one that will have satisfied all the clauses and conditions of the project and will be evaluated according to the criteria enumerated below:

- Compliance with the specifications (Appendix 1)
- Budget
- Film curation
- Concept of exhibition + distribution of the initiative
- Quality of the portfolio (achievements, clients)
- Project management schedule
- Experience with:
 - international film and cultural festivals,
 - independent and foreign film events
 - public institutions
 - brand partnerships
 - multi-platform marketing
 - event management and production
- Human resources
 - Number of employees
 - Profile of employees
 - Experience with multi-disciplinary teams
 - Experience to work with international teams (time zones, cultures)
- Production capacity
 - U.K.:
 - project planning from January 23 – December 2019
 - Berlin International Film Festival:
 - Launch event, February 2019
 - U.K.:
 - London launch pre-Cannes in April 2019
 - tour from April – December 2019
- Promotion experience and capacity
 - Promotion design and related production (trailers, print brochures, invitations social media campaign and PR coordination, etc)

4.3 Contract award rules

4.3.1 Contract parameters

The contract will have a one-year term from January 23, 2019 to December 31, 2019.

5. Constraints and requirements

5.1 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.

5.1.1 Prerequisites

To be able to respond to this call for tenders, the agency must meet at least the following prerequisites:

- Have 10 years of relevant experience in the UK film and cultural milieu;
- Be the only service provider designated for the performance and coordination of the work and not call on a subcontracting company except to assist in setup / dismantling of events under its sole and exclusive supervision and responsibility;

5.1.2 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*.

5.1.3 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.

5.1.4 Requests for additional information

Any request for additional information must be sent by email to: brigitte.hubmann@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.

5.1.5 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.

5.1.6 Phase 2 – Individual meetings with shortlisted vendors

Following selection of the finalist vendors, Telefilm could invite them to present their proposals. (via Skype or otherwise)

5.1.7 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.

5.1.8 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 Canada Now UK 2019”

5.1.9 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	December 18 th 2018
Receipt of notice of intent to respond	January 2 nd , 2019
Deadline for submission of proposals	January 9 th , 2019
Selection of the company	January 16 th , 2019
Start of mandate	January 23 rd , 2019

5.1.10 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.

5.1.11 Validity of proposals

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

5.1.12 Ownership of proposals

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

5.1.13 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 2.

5.1.14 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.

5.1.15 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. APPENDIX 1 – SPECIFICATIONS

Canada Now Tactics

- Curate a film selection featuring the excellence and diversity of Canadian content
- Leverage the showcases with talent delegations
- Launch annual showcases in heart of key city
- Leverage the showcases with industry events to build strategic alliances
- Develop an exhibition space + network in tandem with public, private partners

Deliverables

The service provider must include, but not limited to, the following deliverables:

- Curate and manage the film selection process for the showcase and tour in U.K.
- Manage all film logistics related to the Canada Now program (DCP, KDMS, delivery and retrieval of films, etc.)
- Plan screening schedules and book venues
- Organize B2B and other related events
- Obtain and localize film promotional materials
- Coordinate sponsors/potential partners (public and private)
- Plan and execute launch events in Berlin and London (invitation lists, RSVP management, opening night, talent delegation presentations and Q & As, special guests, post-event report, etc.)
- Design and produce necessary communications collateral (Canada Now event trailer, brochure, poster, postcards, invitations, eblasts, etc.)
- Coordination social media campaign + PR

7. APPENDIX 2 – Telefilm Canada 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, 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. 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 its 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

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. 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.

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. Telefilm's Right to Audit

6.1. The Contractor agrees and consents that Telefilm shall have the right at all times during the term of this Agreement and for three years after the expiry of the term to examine any and all of its books, files and other documents relating to the Services rendered, to the Agreement, to the Contractor and/or to any legal entity which, in Telefilm's opinion, is a Related Party to the Contractor, as defined in Section 3840 of the Canadian Institute of Chartered Accountants Handbook, as amended, from time to time, and as this definition may be adapted by Telefilm ("Related Party"), and to make or receive extracts of these documents or to have them audited by an auditor of Telefilm's choosing. On reasonable notice to the Contractor and during regular business hours, Telefilm shall, at Telefilm's sole discretion, exercise its audit rights: (i) at the Contractor's place of business or any other place determined by Telefilm after consultation with the Contractor, and/or (ii) by receiving from the Contractor at the office of Telefilm any information or excerpts from documents requested by Telefilm. The payment by Telefilm for the Services rendered or the termination of the Agreement shall not limit Telefilm's right to audit for the purpose of verifying compliance and conformity with the Agreement.

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.

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, in part or in whole, without first obtaining written authorization from Telefilm and taking all appropriate measures to keep the 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 its 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.

8.8. Language. It is the express wish of the Parties that this Agreement be drawn up in English.
Les parties aux présentes ont expressément exigé que les présentes soient rédigées en langue anglaise.

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

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

MILESTONES AND/OR DELIVERABLES		PAYMENT AMOUNTS (payable consistent with subsection 3.1)
<i>Description</i>	<i>Date</i>	
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.		<i>“insert total amount, which must match subsection 3.1”</i>

