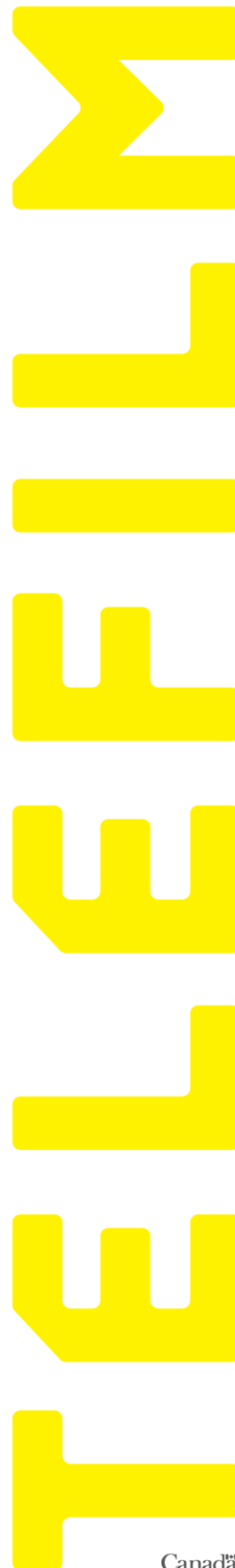


REQUEST FOR PROPOSAL: GE201907-001
CANADA PAVILIONS – FRANCE 2020-2022



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1. Introduction

Telefilm Canada is looking for a firm specializing in the design and production of exhibition stands for the production of its "**Canada Pavilion**" space in 2020-2022 for following events: MIF - Marché du film (Cannes Festival), MIFA, Sunny Side of the Doc and MIPCOM.

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 Pavilions located in France.

For high budget projects, Telefilm Canada normally proceeds with calls for tenders allowing it to sign a three-year contract with its supplier 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

- Generate interest in Canada and the Canadian audiovisual industry
- Disseminate and promote Canadian content and talent
- Support the industry's promotional efforts and export potential
- Rally and unify the Canadian presence: public and private businesses and associations

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 Event Management

The Promotion - Event Management team is responsible for planning, managing and delivering events (exhibition stands, activities involving a delegation at festivals, galas, etc.) in which Telefilm Canada participates in Canada and in international markets.

The team works with its internal partners Promotion – Communication, National Promotion, and Public and Government Affairs to produce approximately 100 small, medium and large-scale events each year.

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 Event Management sector is coordinating the holding of four major events in France in 2020-2022:

MIF - Marché du film (Cannes Festival), date to be confirmed in May 2020-2022, Village International – Cannes

The [Marché du film](#) is a component of the Cannes Festival. Contrary to the television program markets, which concentrate their activities on a single site, this market is characterized by its fragmentation. The exhibitors can be found grouped at the Palais des Festivals and distributed among hotel suites. The big corporations establish their headquarters in the hotels, while smaller, national representatives and promotional and service organizations tend to use the facilities offered by the Film Market. The Marché du film offers different nations the means to showcase their culture and their cinema in the Village International, which includes about 60 national pavilions, including Canada's.

MIFA, date to be confirmed in June 2020-2022, Imperial Palace – Annecy

[MIFA](#) is the must-attend event of the animation industry in terms of coproduction, purchasing, sales, financing and distribution of content on all delivery media. Discover the latest animated masterpieces and identify today's and tomorrow's trends in the friendly ambience of the Annecy International Animated Film Festival.

SUNNY SIDE OF THE DOC, date to be confirmed in June 2020-2022, Espace Encan – La Rochelle

[Sunny Side of the Doc](#) is the leader on the international documentary market and factual programs. This market addresses buyers, distributors, financiers, commissioners and producers.

MIPCOM, date to be confirmed in October 2020-2022, Palais des Festivals – Cannes

[MIPCOM](#), organized by the Reed MIDEM Organisation, is the major gathering for buying and selling programs, all genres and media combined. An international marketplace, MIPCOM allows decision-makers from the audiovisual, digital, communications and branding industries to meet, decipher new trends and develop international partnerships.

3.2 Objectives of the mandate

The desired contracting party for the “Canada Pavilion” stand project will be responsible for the design (layout and graphic design), execution, construction, delivery, mounting, dismantling and storage of the structure, and the on-site coordination and logistical follow-up of technical operations by its team for four major events in France during 2020–2022. Telefilm Canada is currently reviewing its stand configuration. The contracting party must submit new proposals for the design, configuration, layout and look of our stands.

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 supplier must present its proposed solution for satisfying the objectives of the mandate listed requirements mentioned above. (Section 3.2)

The supplier 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, as an appendix, his company. This appendix must provide information about the supplier's company, its employees (and those of its subcontractors, if applicable), its services, its experience with this type of mandate, 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:

- Concept by event by integrating Telefilm Canada's international and corporate visual identity. (See Graphic Standards Manuel attached)
 - Research (moodboard)
 - 3D visualizations
 - Layout Design
 - Graphic design
- Plans (2D and 3D) per event
- Budget per event valid for 3 years including
- Overall specifications per event, including:
 - design
 - concept
 - production
 - manufacturing
 - delivery
 - setup
 - dismantling
 - furniture rental
 - technical maintenance
 - storage of the structure
 - plans 2D and 3D
- The company's portfolio, presenting the major projects carried out
- 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 meets the eligibility criteria outlined below in section 5.1.1.

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 agreement will specifically include a clause mentioning that an event may be removed, modified or added at any time. Such cases will be negotiated by mutual agreement.

The successful bidder will have met all the project clauses and conditions assessed according to the following six criteria, each based on a scale of 1 to 5, weighted for each criterion, as indicated below:

- Budget - Weighting 5
- Originality of the concept - Weighting 5
 - Layout design
 - Graphic design
- Quality of the portfolio (achievements, clients) - Weighting 4
- Compliance with the specifications (Appendix 1) - Weighting 3
- Human resources - Weighting 3
 - number of employees
 - list and description of proposed key personnel (expertise and experience) whether employed or subcontracted (if applicable)
- Production capacity - Weighting 3
 - capacity to produce complex concepts and installation
 - materials available
 - audiovisual equipment available
 - storage capacity available

4.3 Contract award rules

4.3.1 Contract parameters

The contract will have a three-year term from February 1, 2020 to October 31, 2022.

5. Constraints and requirements

5.1 General information

Telefilm's request for proposal process allows all suppliers 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 Eligibility Criteria

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

- Have over 10 years of relevant experience in the field of design and production of major stands (area between 150 and 400 m² and over);
- Have relevant experience of more than 10 years in the design and construction of booths in the Palais des Festivals and the International Village, in Cannes, France or in equivalent convention centers; and have worked with major organizers such as Reed Midem, the Cannes Film Festival or equivalent;:
- 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 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 supplier agrees not to disclose any information, in whole or in part, without prior written permission from Telefilm.

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

5.1.3 Communication with Telefilm Canada

All communication with Telefilm Canada (notice of intention to respond, information request, etc.) must be sent by email to Kate Maurice, Promotion Advisor, at the following address: kate.maurice@telefilm.ca.

5.1.4 Notice of intent to respond

All Suppliers 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 supplier 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.

5.1.5 Requests for additional information

Any request for additional information must be sent by email to: kate.maurice@telefilm.ca.

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

5.1.6 Phase 1 – Qualification documents

Once supplier 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.

5.1.7 Phase 2 – Individual meetings with shortlisted supplier

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

5.1.8 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 supplier involved in the selection process.

Supplier 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.

5.1.9 Submission of proposal and presentation

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

Supplier 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 GE201907-001.”

5.1.10 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	July 18 2019
Receipt of notice of intent to respond	July 26, 2019
Deadline for submission of proposals	October 31, 2019
Selection of the company	December 6, 2019
Start of mandate	February 1, 2020

5.1.11 Withdrawal of a proposal

Supplier may withdraw their proposal in person or by email, 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.

5.1.12 Validity of proposals

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

5.1.13 Ownership of proposals

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

5.1.14 Awarding of contract

The successful supplier is the one who obtained the highest score according to the evaluation grid. That Supplier 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.

5.1.15 Supplier responsibility and costs incurred

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

5.1.16 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 suppliers concerned;
- Reject all of the proposals received, without justification or obligation to the suppliers; accordingly, participation in this request for proposal process in no way obligates Telefilm to enter into a business agreement with the supplier;
- Partially accept an offer by removing certain services or asking the supplier to revise its offer accordingly
- Accept any proposal it receives after the stated deadlines;
- Choose supplier 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 supplier;
- Contact any supplier 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 supplier 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 supplier's existing clients.

6. APPENDIX 1 – SPECIFICATIONS

Telefilm Canada’s missions regarding our events:

- Generate interest in Canada and the Canadian audiovisual industry
- Disseminate and promote Canadian content and talent
- Support the industry’s promotional efforts and export potential
- Rally and unify the Canadian presence: public and private businesses and associations

Objectives of our pavilions:

Our Pavilions must be created and designed with the following objectives in mind:

- Be a hub, the focal point of the Canadian presence at a festival or market;
- Provide a friendly and innovative meeting place for achieving our clients and partners’ promotional, export and co-production objectives;
- Provide services to Canadian and foreign businesses: information, training, documentation;
- Act as a go-between between Canadian and foreign industries;
- Ensure a strong Canadian presence internationally;
- Develop and pursue opportunities for national and international partnerships;
- Have a flexible location to better meet the promotional and visibility needs of clients, partners and Telefilm;
- Offer these services at various cost-sharing levels with industry participants.

To achieve our objectives, the following **means** should be considered when preparing your proposal:

- Design the Canada Pavilion as a modular, multidisciplinary promotional vehicle consisting of public and private spaces
- Showcase the Canada and Telefilm Canada brands with strong, recognizable visual elements (see the attached **Graphic Standards Manual**)
- Suggest innovative promotional solutions using modern technology
- All stands must include the three following zones or spaces:
 - Business Space – to maximize sales of projects and products
 - Promotional Space – to meet promotional and visibility needs
 - Networking Space – to foster informal and spontaneous meetings

“Signature” and Visual Identity:

These **zones or spaces** must feature a new unified design, with a signature recognizable for each event and adapted to our needs, the limitations of the surface area and the location/event. For some events, the zones will be more defined and distinct, while in other cases, the zones may be combined and of various sizes.

We also want to establish and convey a new visual identity that not only showcases the Canada brand, as was done in the past, but also that of Telefilm Canada. The principle behind this is that the Canada Pavilion promotes the Canadian audiovisual industry through its products and talent, while also publicizing Telefilm Canada as the promoter of the industry and of the Pavilion.

General description of areas/spaces (*examples as an indication only*)

Business Space – Service offering*

The emphasis in this Space should be on serving participants in a business-focused context: service offerings, partnership research and sales.

Examples:

- Private offices (MIPCOM only)
- Tables or reserved spaces, shared or not shared
- General meeting area
- Private meeting room
- Reception desk

Currently, participants only pay to participate in MIPCOM. The MIF, MIFA and Sunny Side markets are free. In the short or medium term, in a context of cost-shared service offerings, Telefilm Canada could ask Business Space participants for a contribution and provide them additional services and exclusive privileges in the Business Space (e.g., reserved table and/or time slots).

Suppliers are encouraged to design a scalable MIF, MIFA and Sunny Side Business Space area in order to make this change in service offerings, if necessary.

**refer to the description of each event for the items to be included in your proposal*

Promotion Space – Potential events:

The focus in this Space should be on adapting and fine-tuning the ways the Space can be used to hold various promotional activities.

Examples:

- Promotion and presentation of our industry support and co-production programs
- Producer matchmaking
- Reception, 5 to 7, breakfast
- Meet and greet: Talents to Watch, short filmmakers, festivals
- Promoting our regional and associative partners
- Photocall, press junket, panel
- Product introduction or demonstration by clients

Networking Space – Potential designs:

The focus in this Space should be on openness, hospitality, user-friendliness and facilitating exchanges between participants of all kinds.

Examples:

- Bistro counter with coffee, high tables, stools and standing area
- Lounge area with sofas

Taking into account the concept of public and private space

The Canada Pavilion is open to all visitors, first to all Canadian participants, who may or may not be registered at the Pavilion, but also to foreign visitors.

The Networking Space is envisioned as a public space, open to all participants, passing by or set up for an impromptu meeting or discussion. This space should normally be near the reception desk and Pavilion hosts to make it easier to greet visitors and monitor attendance.

However, the Business Space and the Promotion Space are seen as private or semi-private areas, reserved for paying participants, business activities and planned promotions. These areas should be somewhat separate from the Networking Space in order to control traffic and avoid having general visitors stray into these areas.

Service requirements:

The service proposal for each market must include:

- Design and production of the stand, i.e.:
 - Decoration/Coverage of the walls and columns (if applicable)
 - Floor covering in accordance with existing safety rules
 - Furniture
 - Technical, computer and audiovisual equipment
 - Electricity
 - Lighting
 - Reception desk (messaging, information and consultation services) with a telephone line (MIPCOM and MIF)
 - Dedicated space to display promotional material for Telefilm and clients
 - Storage area with shelving for Telefilm and clients with lockers and/or lockable shelves (mandatory for MIPCOM and MIF, optional for MIFA and SUNNY SIDE depending on space available)
 - Lockable shared storage modules
 - Visuals printing and graphic touch-ups
 - Water fountain, carboys, coffee machines with pods, kitchen equipment or bistro (e.g., refrigerator, garbage can, coat rack, etc.)
- Delivery, installation, setup and dismantling of the stand
- Supply, installation and maintenance of audiovisual and IT equipment during the event, when required
- Furniture rental and installation
- The presence of a technical team on site, including a supervisor, for setup and dismantling of the stand
- Technical maintenance at all times, during the normal business hours of the event, during the holding of the market or markets in which it participates as a service provider on behalf of Telefilm Canada
- Storage of the structure
- Transportation of material
- Transportation to and from the event location for personnel employed by the tenderer.

Special conditions

Audiovisual: All audiovisual equipment needs can be supplied by the tenderer or the authorized service provider chosen by Telefilm Canada.

Wi-Fi Internet service: Wi-Fi Internet service is supplied and installed by a chosen Palais service provider and ordered directly by Telefilm Canada.

MIPCOM, Date to be confirmed in October 2020-2022, Palais des Festivals – Cannes

DESCRIPTION OF THE CANADA PAVILION:

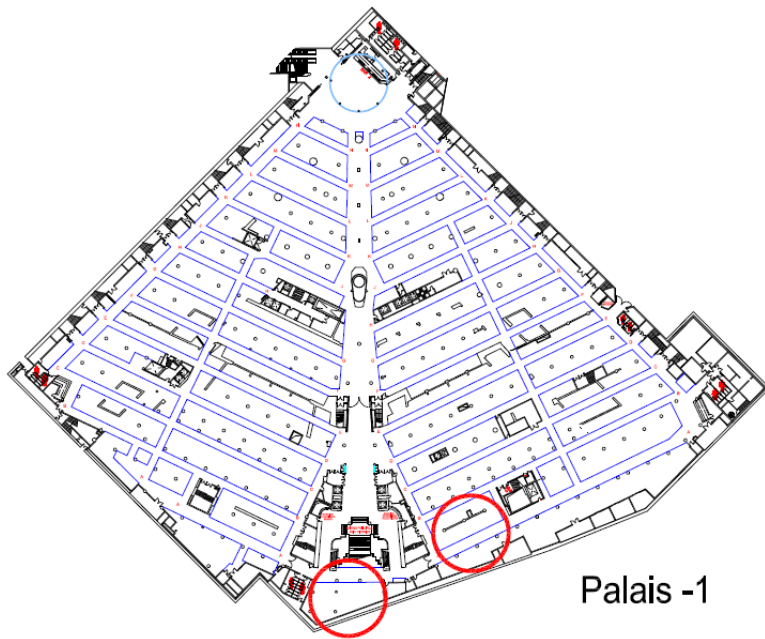
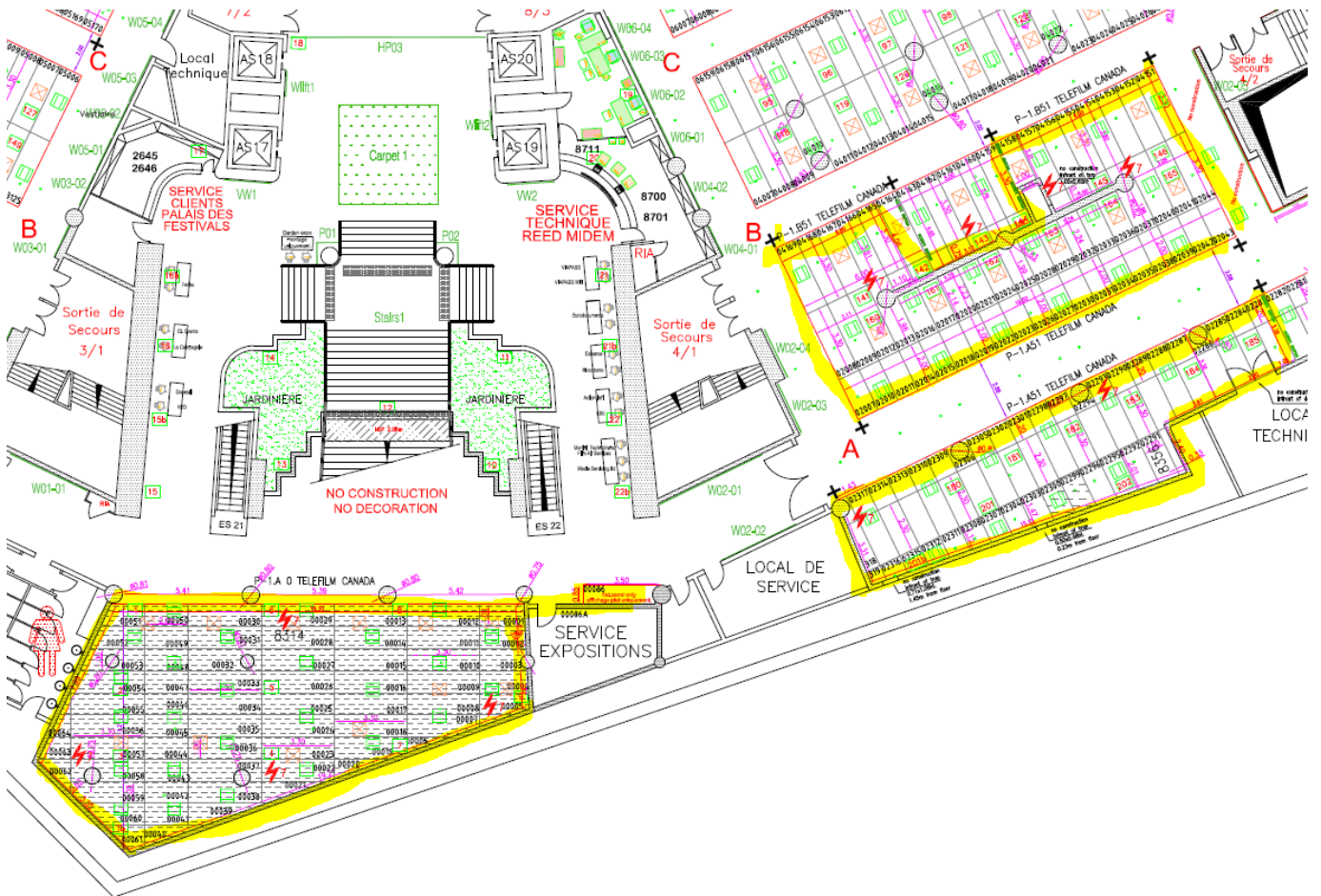
Telefilm Canada wants to provide Canadian industry with a turnkey space, including 3 activity areas (business, promotion, networking). Some areas must be scalable to allow us to privatize spaces to organize promotional events without disturbing the business area.

With the main stand located in the Palais des Festivals at P-1.A0 and the 2 extensions at P-1.A51, the Canada Pavilion covers a total area of 401 m². In addition to the networking and promotion areas, the stand must provide Canadian exhibiting companies a business area with various options such as private, standard and uniform offices (between 8 and 12 m²), tables / private spaces, with personalized signage for companies, and/or a general meeting area. Ideally, we would like to use the main stand, P-1.A0, as a reception and front-door area at the Canada Pavilion.

During MIPCOM, the Pavilion hosts about 90 companies, or about 200 delegates in total. 50% of them opt for a private area, while the others are visitors who need either a general meeting area, a place to store their equipment or a fixed place to reach their client. The number of exhibitors varies from year to year. The facilities must therefore be scalable each year depending on our clients' requests.

GENERAL NOTE: The contract furniture (tables, chairs, storage cabinets) supplied free of charge by the Cannes Palais des Festivals may be used.

CANADA PAVILION SPACES AT MIPCOM



Palais -1

MARCHÉ DU FILM, date to be confirmed in May 2020-2022, Village International – Cannes

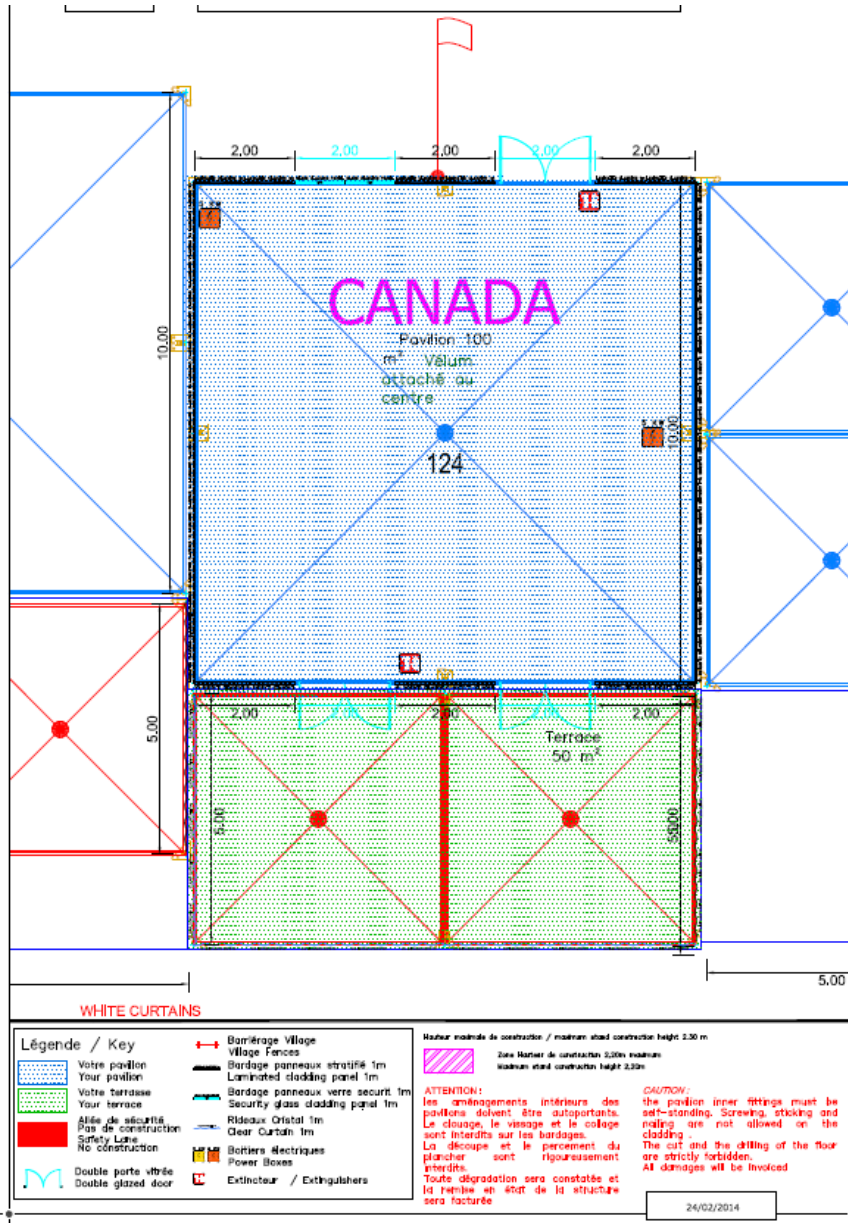
DESCRIPTION OF THE CANADA PAVILION:

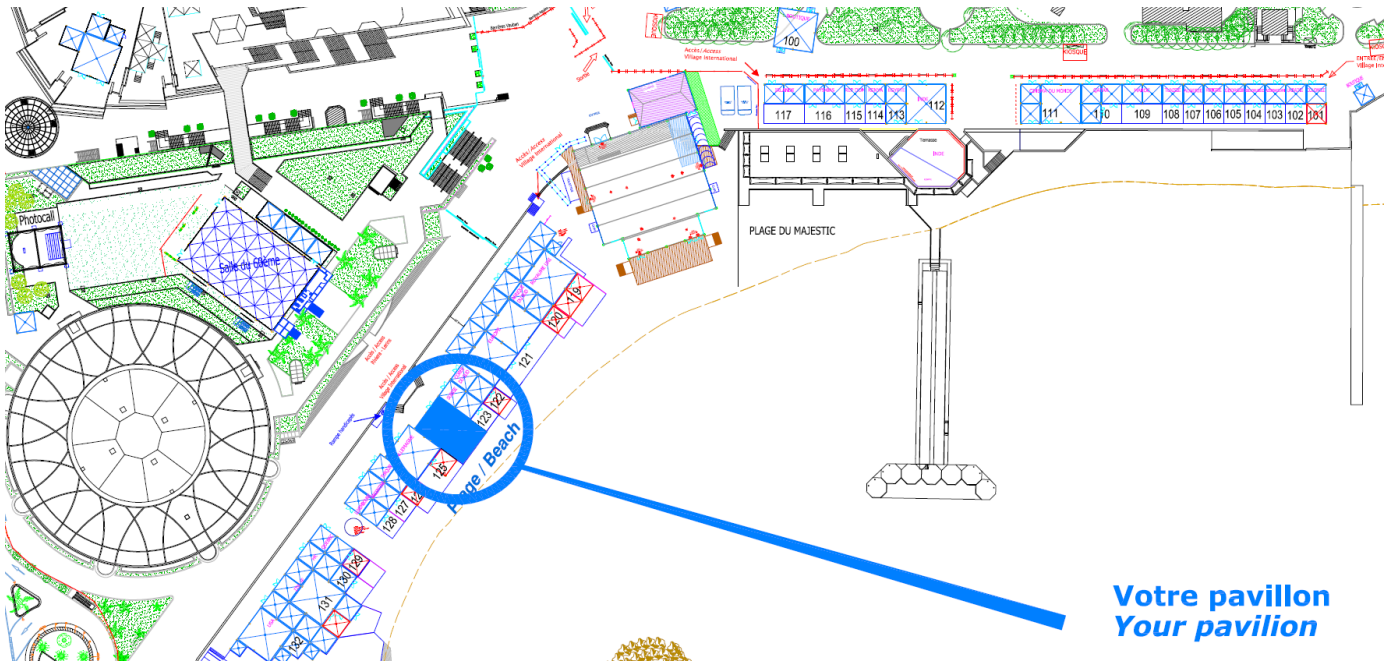
The Canada Pavilion has a total area of 150 m², 100 m² of which are located inside a tent by the seaside and 50 m² on an adjacent terrace that can accommodate participants. The Canada Pavilion must contain all 3 areas (business, promotion and networking). The Business Space must be predominant in order to create a general meeting area within the space that can accommodate the largest number of potential clients. A solution must be proposed to display the names of the companies registered (about 200 companies) and to indicate the companies that are present at the Pavilion.

*The proposal must include covering the tent walls and ceiling with fabric and installing baseboards on the ground.

Important: Must include cleaning the terrace every morning during Market business hours

CANADA PAVILION SPACES AT MIF - MARCHÉ DU FILM





Votre pavillon
Your pavilion

MIFA, date to be confirmed in June 2020-2022, Imperial Palace – Annecy

DESCRIPTION OF THE CANADA PAVILION:

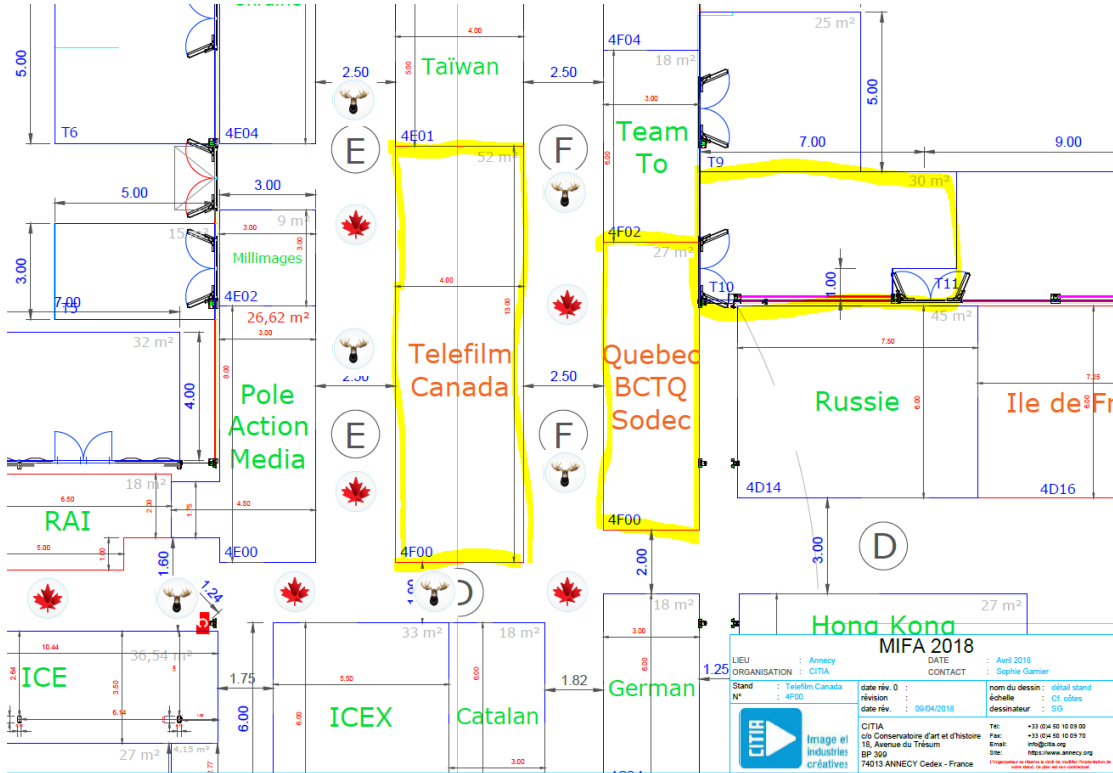
The Canada Pavilion at MIFA is a stand shared with several partners, including Sodec.

The space therefore is divided into three parts: the 54-m² Telefilm Space and the space shared with SODEC, which includes the interior 27-m² space and the 30-m² space on the terrace adjacent to it. Although the space is shared and the Sodec section is personalized (reception counter, etc.), the Pavilion as a whole must present the Canada Pavilion's unique visual identity.

The Telefilm space must contain all 3 areas (business, promotion and networking). The Business Space must be predominant in order to create a general meeting area within the space that can accommodate the largest number of potential clients. The space shared with SODEC and the outdoor terrace must be a general meeting area that includes a reception counter separate from Telefilm Canada's.

Your proposal should clearly break down the content and costs of the Telefilm space, the shared space and the terrace.

CANADA PAVILION SPACES AT MIFA

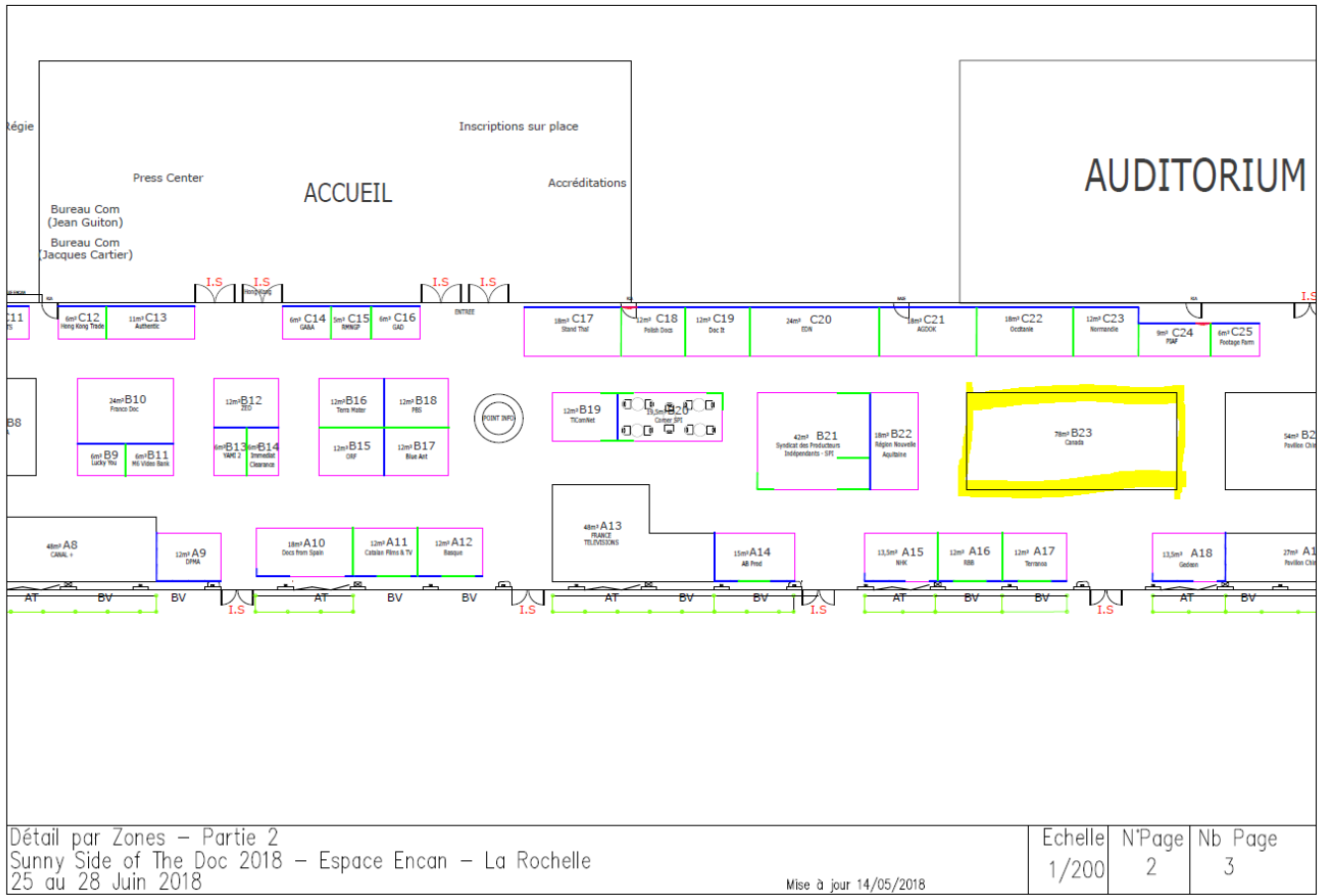


SUNNY SIDE OF THE DOC, date to be confirmed in June 2020-2022, Espace Encan – La Rochelle

DESCRIPTION OF THE CANADA PAVILION:

At Sunny Side of the Doc, the Canada Pavilion has a total area of 78 m². The pavilion must contain all 3 areas (business, promotion and networking). The Business Space must be predominant in order to create a general meeting area within the space that can accommodate the largest number of potential clients.

CANADA PAVILION SPACE AT SUNNY SIDE OF THE DOC



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. 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.*
- 3.3. 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>

APPENDIX B

BANKING INFORMATION FOR DIRECT DEPOSIT

Name of financial institution _____

Name of branch or branch address _____

X	X	X
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Transit No.

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Institution No.

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Account No.