

CONSULTING/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated as of this • day of •, 202• (the “**Effective Date**”)

BETWEEN

OLD PORT OF MONTREAL CORPORATION INC. (the “**Company**”)

- and -

• (the “**Consultant**”)

WHEREAS:

- A. The Company is engaged in the creation of a new immersive, interactive permanent exhibition at the Montréal Science Centre (MSC) (the “**Project**”); and
- B. The Company wishes to contract with the Consultant for the provision of certain services in connection with the Project.

THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, each of the parties covenants and agrees with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement, the capitalized terms shall have the following meanings:

- (a) “**Agreement**” means this agreement executed and signed by the Company and the Consultant, including all Schedules, all as amended from time to time.
- (b) “**Compensation**” means the Fees and the Expenses.
- (c) “**Confidential Information**” has the meaning set out in Section 5.1.
- (d) “**Dispute**” means a disagreement arising out of or in connection with this Agreement between the parties and includes any failure to reach agreement where an agreement is required or contemplated under this Agreement, but does not include a disagreement with respect to any matter outlined in Sections 4.3 and 4.5.
- (e) “**Effective Date**” means the effective date of this Agreement.
- (f) “**EFT**” has the meaning set out in Section 3.6.
- (g) “**Expenses**” means those expenses or disbursements incurred in the performance of the Services as set out in Schedule “B” attached hereto.
- (h) “**Fees**” means the amount of fees that will be charged by the Consultant to the Company for the performance of the Services as specified in Schedule “B” and does not include Expenses.
- (i) “**Indemnified Party**” has the meaning set out in Section 7.1.

- (j) **“Project”** has the meaning set out in paragraph A of the preamble above.
- (k) **“Services”** means the services and deliverables described in Schedule “A” to be performed in accordance with the deadlines contained herein.
- (l) **“Taxes”** means any and all federal, provincial, state, municipal, local and foreign taxes, assessments, reassessments and other governmental charges, duties, impositions and liabilities in the nature of a tax, including pension plan contributions, unemployment insurance contributions and employment insurance contributions, workers’ compensation premiums and deductions at source, including taxes based on or measured by gross receipts, income, profits, sales, capital, use, occupation, goods and services, value added, ad valorem, transfer, franchise, withholding, customs duties, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, fines and additions imposed with respect to such amounts, in all cases imposed by any governmental authority in respect thereof.
- (m) **“Term”** has the meaning set out in Section 4.1.

2.0 SERVICES

- 2.1 Subject to the terms and conditions in this Agreement, the Consultant agrees to provide the Services for the Company.
- 2.2 The Consultant represents that it and its personnel are knowledgeable and experienced in all of the professional disciplines required to properly perform the Services.
- 2.3 Except as otherwise expressly set forth in this Agreement, the Consultant shall provide all personnel, materials, supplies, equipment and other requirements for the timely and proper performance of the Services.
- 2.4 The Consultant shall assign one or more project managers, as appropriate, to the performance of the Services and shall keep the Company advised as to the identity of its project manager(s). If the Company becomes dissatisfied, at any time, with the performance of any of the Consultant’s personnel, the Company shall notify the Consultant, providing reasonable details thereof, and that person shall be replaced by the Consultant with other suitable personnel as soon as reasonably practical following the Company’s request.
- 2.5 The Consultant shall obtain the prior written approval of the Company before retaining any sub-consultants to perform any part of the Services and shall not be entitled to subcontract all of the Services. The Consultant shall be liable to the Company for all actions or inactions of its sub-consultants in the performance of the Services.
- 2.6 The Company may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The Fees described in Schedule “B” will be adjusted accordingly by agreement of the Company and the Consultant.
- 2.7 The Consultant will, if requested in writing by the Company, perform additional Services. The terms of this Agreement will apply to such additional Services, and the Fees for the Consultant’s performance of such additional Services will generally correspond to the Fees described in Schedule “B”.

3.0 FEES AND EXPENSES

3.1 Subject to the terms and conditions in this Agreement, the Company will pay the Consultant compensation comprised of the following for the Services performed in accordance with this Agreement:

- (a) Fees; and
- (b) Expenses;

plus any **GST and PST** required to be collected by the Consultant from the Company in connection with the Services. The Compensation is the entire compensation owing to the Consultant for the Services and includes all profit and all costs and expenses incurred by the Consultant to perform the Services.

3.2 The Consultant shall submit written invoices to the Company for Fees and Expenses payable on a monthly basis, with each monthly invoice being submitted within fifteen (15) days following the end of the month to which the invoice relates. Each invoice shall provide adequate details with respect to Fees, including the dates on which Services were provided, as well as adequate supporting documentation with respect to Expenses, including a copy of any third-party invoices for which reimbursement is sought.

3.3 Invoiced amounts due will be paid by the Company within thirty (30) days of the date of receipt by the Company of a proper and correct invoice and adequate supporting documents, where applicable or requested. Notwithstanding the foregoing, the Company shall not be required to pay an invoice unless and until the Services billed in such invoice have been provided in accordance with this Agreement and to the satisfaction of the Company, acting reasonably.

3.4 The Company may set-off the amount of any claims that the Company may have against the Consultant related to the Consultant's failure to perform, or the improper performance of, its obligations under this Agreement.

3.5 The Consultant shall prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Expenses. On request from the Company, the Consultant will make the records available for examination by the Company at any time during regular business hours during the Term and for a period of one (1) year after the Services are complete.

3.6 The Consultant agrees that any payments owing to it arising from this Agreement shall be paid to the Consultant via Electronic Funds Transfer ("**EFT**"), the terms and conditions for which are attached as Schedule "D" to this Agreement. Upon signature of this Agreement, the Consultant shall return to the Company a separate, signed copy of the EFT Agreement and EFT Form as set out in Schedule "D".

4.0 TERM AND TERMINATION

4.1 Unless terminated earlier in accordance with the provisions of this Agreement, the term (the "**Term**") of this Agreement shall commence on the Effective Date and shall, except for those provisions that will continue in effect subsequent to expiration or termination, end when the Services have been properly performed and completed.

- 4.2** The Company may extend the timelines for deliverables and accordingly may extend this Agreement, under the same terms and conditions, for a period of time sufficient to complete the Services. The Company may renew this Agreement as required to complete the Project.
- 4.3** The Company may immediately terminate this Agreement at any time, for any reason, in its sole discretion, by written notice to the Consultant, and the termination shall be effective on the date of the notice.
- 4.4** On termination of this Agreement pursuant to Section 4.3, the Company will be responsible to pay, within thirty (30) days of the date of termination, all undisputed invoices for Fees and Expenses submitted by the Consultant to the Company for Services provided to the date of termination.
- 4.5** The Company may terminate, without prejudice to other rights or remedies, this Agreement if:
- (a) the Consultant is in default of any of its obligations under this Agreement and such default continues after ten (10) business days' written notice stating the particulars of the default;
 - (b) there is a material breach or non-performance by the Consultant of its obligations under this Agreement, including failure of the Consultant to devote the necessary time, resources, staff and skill to the performance of the Services; or
 - (c) the Consultant becomes insolvent or bankrupt or winds up or ceases carrying on business,

and in such event the provisions of Section 4.4 shall not apply.

- 4.6** Prior to entering into this Agreement, the Consultant provided the Company with a certificate of compliance dated • (the “**Certificate of Compliance**”). If the Company, acting reasonably, determines that:
- (a) the Consultant provided a false or misleading Certificate of Compliance, or
 - (b) the Consultant or an Owner (as defined in the Certificate of Compliance) of the Consultant has been convicted of any offence under any of the Acts (as defined in the Certificate of Compliance), which has been tried on indictment

the Consultant shall be deemed to have breached this Agreement, which breach cannot be remedied, and the Company shall have the right to terminate this Agreement immediately upon notice to the Consultant and in such event the provisions of Section 4.4 shall not apply.

The Consultant further covenants to proactively disclose to the Company if the Consultant, or an Owner of the Consultant (as defined in the Certificate of Compliance), is convicted of any offences under any of the Acts (as defined in the Certificate of Compliance), which has been tried on indictment, during the term of this Agreement.

- 4.7** The Company may, at any time and for any reason and in its sole discretion, suspend the performance of the Services by the Consultant, by written notice to the Consultant.

The suspension shall be effective on the date of the notice. The suspension of Services shall continue to such date as the Company shall specify, in writing (whether specified in the notice of suspension or a subsequent notice).

- 4.8 The Consultant shall have no claims against the Company, of any nature or kind, related to any of the Services not yet provided or performed as at termination of this Agreement and the Consultant will not be entitled to payment for any loss of profits.
- 4.9 The provisions of Sections 4.4, 4.5, 4.6, 4.7 and 4.8 shall survive the termination of this Agreement.

5.0 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 The Consultant shall keep confidential all confidential or proprietary (whether so designated by the Company or whether it is by its nature confidential or proprietary) information, data, documentation, designs, drawings, processes and techniques (in any medium or form) relating to the Project or to the business of the Company or its affiliates that comes to the attention of the Consultant in the course of performing the Services or arising out of any research and development work conducted for or on behalf of the Company by the Consultant, or is otherwise acquired or developed by the Consultant during the Term (collectively, “**Confidential Information**”). The foregoing restriction will not apply to any information which is (i) independently developed by the Consultant prior to or independent of the disclosure, (ii) publicly available, (iii) rightfully received by the Consultant from a third party without a duty of confidentiality, (iv) disclosed under operation of law to the extent only that disclosure is required by law, or (v) disclosed by the Consultant with the Company’s prior written approval. The Consultant shall not use the Confidential Information except in the performance of the Services under this Agreement. If this Agreement is terminated for any reason whatsoever, the Consultant shall deliver forthwith to the Company all documents, records and reports and all other information or data relating to the Services, including all copies thereof, that the Consultant obtained from the Company or otherwise obtained on its own.
- 5.2 All research, reports, data, drawings, site plans, layouts, schematic drawings, surveys, plans and other documentation, material or information (in any medium or form) produced by or on behalf of the Consultant in the performance of the Services and all intellectual property of any nature or kind whatsoever therein are the sole property of the Company and are not to be used by the Consultant for any purpose other than the performance of its obligations under this Agreement. The Consultant waives all moral rights that it has or may have to the intellectual property and hereby undertakes to obtain waivers of moral rights from each of its employees, independent contractors, officers, directors and any others for whom the Consultant is responsible with respect to the intellectual property. The Consultant shall take all steps reasonably requested by the Company from time to time to perfect or register or evidence the Company’s ownership interest in any intellectual property referred to above. The Consultant represents and warrants that none of the Services infringes or will infringe the intellectual property rights of any other person.
- 5.3 The Consultant shall not make any press releases or public statements with respect to the execution, delivery or manner of performance of this Agreement or as to any other matters related to this Agreement or the Services, unless the Company has given its prior written approval to such press release or public statement. The Consultant may

not use the name of the Company in connection with any advertising or publicity materials or activities except as expressly permitted by the Company in writing.

- 5.4 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in Article 5.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.
- 5.5 The Consultant acknowledges that the Company is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) and that information provided to the Company in connection with this Agreement may be subject to the provisions of these Acts.
- 5.6 The provisions of this Article 5.0 shall survive expiration or termination of this Agreement.

6.0 NON-COMPETITION AND CONFLICT OF INTEREST

- 6.1 The Consultant represents that it is free of all conflicts of interest with the Company, except those that are expressly disclosed by the Consultant to the Company on the Effective Date. In the event that the Consultant becomes aware of any conflict of interest with the Company during the Term, the Consultant shall immediately provide notice to the Company of such conflict of interest, together with any pertinent details of the same, including when the conflict of interest came into being and when it was discovered by the Consultant.
- 6.2 The Consultant shall not during the Term, directly or indirectly, engage in any business or activity that impedes, competes with or is contrary to the proper performance of the Services.
- 6.3 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in this Article 6.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.

7.0 INDEMNIFICATION AND LIABILITY

- 7.1 The Consultant shall be liable for, and shall indemnify the Company, including its board members, officers, employees, contractors, representatives, and any others for whom the Company is responsible at law (collectively, the “**Indemnified Party**”), from and against, any costs (including reasonable legal fees on a solicitor and his own client basis), losses, damages, actions and liabilities suffered or incurred by the Indemnified Party arising directly or indirectly in connection with or as a result of:
 - (a) any breach, default, negligent act or omission or wilful misconduct of the Consultant, its employees, independent contractors, officers, directors and any others for whom the Consultant is responsible at law in the performance of its obligations under this Agreement,
 - (b) any misrepresentation contained within this Agreement; or

- (c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the Company may be assessed or otherwise may incur under any federal, provincial or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that the Consultant is an employee of the Company.

7.2 The Consultant is liable and responsible for all applicable Taxes imposed on the Consultant by any governmental authority relating to the performance of the Services by the Consultant and by its employees and independent contractors on behalf of the Consultant and the Consultant hereby indemnifies and holds harmless, and shall indemnify and hold harmless, the Company, from any and all losses, claims, expenses, damages, liabilities, taxes, interest, fines and penalties sought or recovered by any governmental entity, in relation to the foregoing.

7.3 The provisions of this Article 7.0 shall survive expiration or termination of this Agreement.

8.0 PERFORMANCE AND STANDARDS

8.1 The Consultant covenants and agrees that it shall:

- (a) perform the Services in a good and professional manner, diligently, honestly and expeditiously, all designed to achieve completion of the Services in a timely manner;
- (b) perform the Services in accordance with this Agreement and all applicable laws, professional practices, licensing requirements, codes and standards; and
- (c) ensure that the Services are performed by personnel who have the necessary qualifications, skills, knowledge, expertise and ability to provide the Services and who are, where applicable, licensed in accordance with all applicable standards, codes or laws.

9.0 INDEPENDENT CONTRACTOR

9.1 The relationship created by this Agreement between the Company and the Consultant is that of an independent contractor. Nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between the Consultant and the Company.

10.0 DISPUTE RESOLUTION

10.1 In the event that one party to this Agreement provides written notice to the other party of a Dispute and such Dispute remains unresolved ten (10) business days after notice is received, then unless the parties otherwise agree, the parties shall commence the following dispute resolution process:

- (a) the parties shall each appoint two (2) employees with settlement authority to meet to discuss and resolve the Dispute. Such a meeting may be in person or by video teleconference and shall occur within twenty (20) business days of the date of notice of the Dispute being received;

(b) if the chosen employees are unable to resolve the Dispute within five (5) business days of the meeting, the parties shall proceed to mediate the Dispute. The place of mediation shall be in Montreal, province of Quebec, and the language of the mediation shall be French. Each party shall propose one experienced mediator. If the parties are unable to agree upon a mediator, the two (2) chosen mediators shall agree upon a third mediator. The mediator(s) shall be chosen within thirty (30) days of notice of the Dispute being received by the other party. The chosen mediator(s) shall establish the rules to be followed by the parties during the mediation; however, in the event of a conflict between the rules established by the mediator(s) and the provisions of this Article 10.0, this Agreement shall govern. The cost of the mediator(s) shall be split equally between the parties, unless the parties otherwise agree.

10.2 The parties shall continue the performance of their respective obligations during the resolution of any Dispute, including during any period of mediation, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.

10.3 While mediating the Dispute, the parties shall use good faith and endeavor to avoid any business interruption; however, the parties shall reserve the right to refer the Dispute to a court of competent jurisdiction at any time (including during the process of mediation). If one party refers the Dispute to a court of competent jurisdiction, the parties may continue the mediation process, but shall not be obligated to do so.

10.4 Notwithstanding the foregoing, this Section shall not affect and shall not apply to the Company's ability to terminate this Agreement pursuant to Sections 4.3 and 4.5.

11.0 NOTICE

11.1 Any demand, notice, approval, consent or other communication required or authorized to be given pursuant to this Agreement shall be in writing and made or given by email transmission addressed to the party to receive such notice at the address specified below:

TO: **OLD PORT OF MONTREAL CORPORATION INC.**
 333, de la Commune Ouest Street
 Montreal (Quebec) H2Y 2E2
 Attention: Marie-Ève Dion
 Email: medion@vieuxportdemontreal.com

with a copy to:

CANADA LANDS COMPANY CLC LIMITED
 1 University Avenue, Suite 1700
 Toronto (Ontario) M5J 2P1
 Attention: Chief Legal Officer and Corporate Secretary
 Email: legalnotice@clc.ca

TO: •
 •

Attention: •
 Email: •

11.2 Any demand, notice, approval, consent or other communication sent by email transmission on a business day during business hours (9:00 a.m. to 5:00 p.m. Eastern Time) shall be deemed to be received on that day. Any demand, notice, approval, consent, or other communication sent after business hours or on a weekend or holiday shall be deemed to be received on the next business day. Either party shall be entitled to change its address for notice to another address by notice in writing to the other.

12.0 INSURANCE

12.1 The Consultant shall obtain and maintain throughout the Term and for one (1) year after the Term, either by way of a new policy or by endorsement to an existing policy, the insurance coverage described in Schedule "C" attached hereto. Notwithstanding the foregoing, the Consultant is only required to maintain the insurance coverage described at 1.1(a) of Schedule "C" throughout the Term.

12.2 The Consultant shall also maintain such workers' compensation insurance as may be required by the applicable workers' compensation laws, covering all persons employed by the Consultant to perform the Services. At any time during the Term, the Consultant, on request, shall provide evidence and compliance by the Consultant with such legislation.

12.3 The provisions of Section 12.0 shall survive termination or expiration of this Agreement.

13.0 COVID-19 VACCINATION REQUIREMENT

13.1 For the purposes of this Section 13.0, the following capitalized terms shall have the following meanings ascribed thereto:

- (a) **"COVID-19 Vaccine"**: means a COVID-19 Vaccine approved by Health Canada.
- (b) **"Fully Vaccinated"**: means that an individual has received the completed series (two doses) of an approved COVID-19 Vaccine (or combination of approved COVID-19 Vaccines) and the waiting period of 14 days from the date of the second dose has been completed.

13.2 Prior to Consultant's personnel accessing the Company's premises, the Consultant shall ensure that its personnel are Fully Vaccinated, and the Consultant shall confirm to the Company (verbally or in writing) that the Consultant's personnel who will be accessing the Company's premises are Fully Vaccinated.

13.3 If the Consultant is aware that any of its personnel accessing Company's premises are unable to receive a COVID-19 Vaccine due to a valid medical reason or other protected human rights ground, it shall promptly notify the Company of the following as soon as possible:

- (a) the number of such personnel;
- (b) the impacted work locations; and
- (c) the steps the Consultant proposes to undertake to mitigate any associated risks.

The Company's Human Resources Department will determine whether such proposed steps are sufficient, prior to the Consultant's personnel being granted access to the Company's premises.

- 13.4** Unless deemed necessary by the Parties, the Consultant shall not disclose any of its personnel's personal information to the Company.

14.0 GENERAL

- 14.1** The Consultant acknowledges and agrees that it was advised by the Company to seek independent legal advice regarding this Agreement and that the Consultant has had the opportunity to obtain the same.

- 14.2** The following principles of interpretation apply to this Agreement:

- (a) Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include firms, corporations and any other legal entities;
- (b) The laws of the Province of Quebec and the laws of Canada applicable therein shall govern the interpretation of this Agreement and the parties hereby attorn solely to the jurisdiction of the courts in the Province of Quebec;
- (c) If any of the terms or conditions of this Agreement or their application to any party or circumstances shall be held invalid by any court or other authority having jurisdiction, the remainder of this Agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected; provided, however, if the invalid terms or conditions are essential to the rights or benefits to be received by any party, the parties shall use reasonable efforts to negotiate acceptable substitutes. If acceptable substitutes are not agreed to, a party adversely affected by the invalidity shall not be prevented by this Section from advancing any rights to claim frustration of contract or other similar remedy;
- (d) No action or failure to act by a party shall constitute a waiver of any right or duty of that party under this Agreement except as specifically agreed to in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided;
- (e) This Agreement shall, when duly executed, supersede and replace all other existing agreements between the parties with respect to the subject matter. There are no representations, warranties or agreements, either written or oral, which are binding on the parties relating to the subject matter and which are not contained, or referred to, in this Agreement;
- (f) The Consultant shall not assign, delegate or subcontract this Agreement or any part thereof to another party without the prior written consent of the Company, not to be unreasonably withheld. The Company shall have the right to assign its interests under this Agreement to any party on written notice to the Consultant;

- (g) Except to the extent otherwise expressly provided, the duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall not operate to limit any duties, obligations, rights and remedies otherwise imposed or available at law;
- (h) This Agreement shall enure to the benefit of and be binding on the parties of this Agreement and their respective successors and permitted assigns;
- (i) Amendments to this Agreement shall require the agreement of both parties and shall be in writing;
- (j) Time is of the essence;
- (k) A reference to dollars means lawful money of Canada unless stated otherwise;
- (l) Schedules "A", "B", "C" and "D" are incorporated into and form part of this Agreement;
- (m) Inspection and acceptance of the manner of performance, or a product resulting from the performance, of any of the Services by the Company or anyone acting on the Company's behalf shall not be deemed to waive rights related to any failure by the Consultant to comply with this Agreement;
- (n) Any reference to "days" in this Agreement shall be construed as a reference to calendar days, unless otherwise provided;
- (o) Neither party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure": acts of God or the public enemy, embargo, war, fire, flood, earthquake, strike, lock-out, terrorist attack, epidemic, pandemic, abnormal weather conditions, or other calamity or cause beyond the reasonable control of the affected party; however, neither party shall be entitled to the benefit of the provisions this subsection (o) if the delay was caused by lack of funds, or with respect to a delay in payment of any amount or amounts due hereunder;
- (p) In the event that the term "Consultant" includes more than one person, each of them shall be jointly and severally liable to the Company for all of the Consultant's obligations hereunder;
- (q) The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. *Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.*
- (r) It is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or any benefit arising therefrom; and
- (s) This Agreement may be executed in any number of counterparts and delivered electronically, and each counterpart will be deemed an original and the counterparts will, together, constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties to this Agreement have executed and signed this Agreement as of the date first written above.

OLD PORT OF MONTREAL CORPORATION INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Company.

•

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

SCHEDULE "A" SERVICES

1. Mandate

1.1 General

In close collaboration with the representatives of the MSC, the selected team will be given a mandate to provide the services listed below, including whatever is necessary for their execution.

This mandate includes:

- Development of an interactive, immersive museum concept
- Design of the concept components and interactions
- Participation in the development of the interactive framework
- Design of the steps and programming required for the game
- Production of the museographic and digital components
- Graphic production
- Installation
- Breaking-in

1.2 Initial Concept

The MSC has obtained a mandate to create an exhibition imbued with mystery that offers visitors a unique opportunity to immerse themselves in a memorable interactive, sensory quest where they discover the science behind our planet's strange and mysterious phenomena. A fragile region at the forefront of the emerging upheavals brought on by climate change, the Far North presents a topic that combines science with the magical realism at the heart of this fantastic territory, guarded by the Inuit people for millennia.

This immersive exhibition will highlight the scientific approach of researchers in this still little-known region, intriguing for the majority of Canadians, while allowing visitors to explore in an atmosphere imbued with mystery. It also provides an opportunity to reconnect with the essence of our highly successful *Indigenous Ingenuity* exhibition. This temporary exhibition, produced by the MSC in 2017, enabled visitors to discover, via a playful quest based on listening, observation, experimentation and transmission, that evidence of the ingenuity of the first peoples of North America is all around us. The MSC is honoured once again to share with the general public a permanent exhibition space dedicated to the Inuit people.

The MSC wishes to develop the project and wants it to reflect the creativity of the tenderer while supporting the proposed preliminary concept.

The new exhibition on the Far North will be presented to the MSC's general public (families, school groups) from November 2024, for a period of at least 7 years. This exhibition will add a new innovative exhibition space, complementary to the current offer, combining escape games, science, immersion, interactivity and mystery, and giving visitors an opportunity to return for a different experience with multiple possibilities.

a. Exhibition Messages

The whole is greater than the sum of its parts – Aristotle

During the experience, the visitor will come to understand that all planetary phenomena and living species are interconnected – a reflection of the Inuit worldview. The answers and the

solutions to adapting to climate change are encrypted in the mysterious phenomena caused by natural elements in the Arctic zone.

b. Parameters

- Visitor capacity: 100 people per hour
- Visit duration: 60 minutes
- The exhibition can be visited independently
- Available in French, English and Inuktitut

c. Clientele

Visitors come to the MSC mainly in small groups (family or friends) or in organized groups with or without an MSC guide. The MSC exhibitions are mainly aimed at 8-12 year-olds, while still allowing the younger children and the adults who accompany them to enjoy the experience.

d. Orientation of the experience

The visitor experience is based mainly on immersive, interactive journeys “motivated” by an investigation involving connected objects. The experience will include science experiment stations accompanied by several interactive devices integrated into an immersive setting dedicated to data collection and operated by the visitor's connected object. The exhibition will also contain an introduction section and a section designed for the resolution of the quest. The experience will ultimately need to be renewable in order to enable the visitor to enjoy a different experience on each visit.

e. Objectives of the exhibition

- Presenting an accessible permanent exhibition with technological interactives and activities inviting the participation of visitors, young and old, to energize the experience and bring content to life
- The exhibition will have to embody and evoke several specific atmospheres reflecting the subjects and objects
- Plan an exhibition with the objective of multiple experiences that are personalized from one participant to another, according to the chosen quest
- Integrate sound and light to intensify the visitor's immersive experience
- Offer a grand finale, with a particularly rich and striking moment.

The Corporation also wants the experience and how it unfolds to be presented with a view to synthesis in order to facilitate accessibility to allophone clienteles, foreign tourists or people with learning challenges.

1.3 Technical Details

The MSC is located in the former hangars of the King-Edward Pier on the Old Port of Montreal site. The building envelope is largely glazed and has a contemporary, sober appearance. Inside, the existing steel columns and beams are still visible, as are the ventilation ducts. The floors are concrete and the exhibition halls have a raised concrete-slab floor. The height varies from 2.5 to 4.3 meters.

The Far North Exhibition will be installed on the 2nd floor, in the space currently dedicated to the Fabrik exhibition. The available area is approximately 500 square meters (see plan Schedule 1A).

The physical layout of the spaces should feature universal access and allow visitors with reduced mobility to take full advantage of the facilities. In addition, special care must be taken by the Consultant to facilitate the operation and maintenance of the exhibition by the MSC technical team

and to ensure that it can withstand repeated, and sometimes excessive, use by visitors. Attention should also be paid to integrating a wide variety of sensory interactions in order to appeal to different audiences.

2. Minimum Requirements

2.1 Team

To carry out the project, the Consultant must form a multidisciplinary team with the following expertise:

- Project manager
- Designer or scenographer experienced with immersives
- Digital project manager
- Interactive designer (digital, mechanical, electromechanical); Director of multimedia productions
- Graphic designer

2.2 Stakeholders

During the provision of services, the Consultant undertakes to collaborate with the MSC on the execution of the contract, taking into account all MSC instructions and recommendations relating to the execution of the contract.

The Consultant also undertakes to collaborate with the scientific committee, the Boîte Rouge Vif, and the Inuk author appointed by the MSC. Collaboration between the different stakeholders will be carried out via meetings and communications led by the MSC.

2.3 Budget

The maximum budget for this mandate is: nine hundred and twenty thousand Canadian dollars (CAD \$920,000), including the design, manufacture and installation of all elements of the exhibition as well as multimedia productions and any digital program. The MSC will directly assume the costs relating to content, the payment of rights, and the purchase of audiovisual and lighting equipment.

2.4 Initial schedule

The major stages of the project are planned for the following periods:

- | | |
|-------------------------------|-------------------------------------|
| • Pre-project – Final concept | September to November 2022 |
| • Granting of mandate | October 31, 2022 |
| • Preliminary scenario | November 2022 to March 2023 |
| • Final scenario | March to June 2023 |
| • Preliminary design | January to June 2023 |
| • Final design | June to September 2023 |
| • Design production | September 2023 to March 2024 |
| • Multimedia production | January to June 2024 |
| • Manufacture | January to June 2024 |
| • Hall installation | July to November 2024 |
| • Opening | November 2024: date to be confirmed |
| • Break-in period | November 2024 to August 2025 |
| • Final approval | September 2025 |

3. Mandate Procedure

3.1 Meetings between the client and the Consultant

At the start of the mandate, the planning of the work, including the use of the human resources involved in the project, must be established according to the recommended approach and the expected duration of the mandate.

The identification of deliverables as well as the monitoring mechanisms must be submitted to the MSC for prior approval.

There will be a review after each stage of the project in accordance with the initial planning of the work.

3.2 Monitoring the execution of the mandate

Throughout the mandate, the Firm's project manager will meet with the MSC project manager once (1) a month or as needed to report on the progress of the work. The Consultant is expected to give a presentation to an extended MSC team at the key phases of the project.

Among other thing, these meetings will allow:

- Identification of deviations from planning
- Identification of decision points
- Presentation of summaries

Within each of the planned project stages, the Consultant must provide reports presenting the state of the work, including progress and delays and, if necessary, catch-up plans.

A project monitoring report should be produced for this monthly meeting. The project monitoring report must contain:

- the number of person-days planned, performed, to be performed, percentages achieved, percentages spent and variances
- planned and actual start and end dates
- amounts authorized, committed and spent
- the main achievements of the previous period
- the main achievements planned for the following period
- summary of potential problems, outstanding issues and requests for changes
- status of the project, including any request deemed useful for project monitoring purposes

The Consultant must submit to the MSC, for control and approval, the plans and specifications, accompanied by revised budgets and recommendations for optimizing solutions that will provide the best value for money.

The Consultant must prepare the preliminary budget for the work while respecting the project's budget envelope in collaboration with the Corporation's project manager.

3.3 Process for receiving and approving deliverables

At each stage of the project, the Consultant will present and submit the expected deliverables (scenario, plans, specifications, etc.) to the MSC project manager for approval. A period of from 48 hours to 5 working days will be granted at each stage for the MSC to validate, comment on, approve or refuse each deliverable or section of a deliverable.

Even if the Consultant has already been remunerated for work performed, it undertakes to redo, at its own expense, any work in which errors or omissions have been noted, whether these were indicated during the execution of the contract or after acceptance of the work by the Corporation.

3.4 Table of tasks

Phase 1 – Final Concept

As soon as the mandate is granted, the Consultant will have to collaborate with the MSC in order to finalize this concept. This will involve defining the visitor's path and the experience as a whole, proposing the technologies and digital tools envisaged, illustrating the main lines of the museographic means and atmospheres; as well as providing a preliminary layout.

The Consultant	The Corporation
<p>The Consultant will work with the MSC to develop the preliminary and final scenarios for the exhibition.</p> <p>During this period, the Consultant will work simultaneously on the development of the preliminary design.</p> <p>A more complete list of deliverables is available in the Preliminary Design phase, presented in the next section</p>	<p>The MSC will be responsible for the design of the preliminary and final exhibition scenarios.</p> <p>Its specific mandate will be:</p> <ul style="list-style-type: none"> • Content research: • Development of the narrative framework in collaboration with the Inuk author • Validation with the Inuk community, in collaboration with Boîte Rouge Vif • Scientific validation with the scientific committee • Drafting the preliminary script and the final script including: <ul style="list-style-type: none"> ○ Codes ○ Messages ○ Visitor experience ○ Means ○ Requirements – photos ○ Requirements – illustration ○ Requirements – objects ○ Text plan • Scripting of the interactives <ul style="list-style-type: none"> ○ Message ○ Desired experience ○ Scientific principle ○ Inspiration • Scripting of the illustrations <ul style="list-style-type: none"> ○ Messages ○ Content ○ Inspiration
Deliverables	
<ul style="list-style-type: none"> • A presentation to the MSC of the elements to be included in the final scenario including: <ul style="list-style-type: none"> ○ A review of the experience and the visit path ○ Proposal of potential interactives ○ A revised general ambiance sketch ○ A revision of the development plan 	

- A revised budget
- An updated timeline

Phase 2 – Scripting (preliminary and final)

This phase includes the development and completion of the narrative framework of the experience, the consolidation of the means and content presented, as well as the design of all the museographic means that will be used to communicate the messages to visitors. This phase is carried out simultaneously with the preliminary design phase.

The Consultant	The Corporation
<p>The Firm will work with the MSC to develop the preliminary and final scenarios for the exhibition.</p> <p>During this period, the Firm will work simultaneously on the development of the preliminary design.</p> <p>A more complete list of deliverables is available in the Preliminary Design phase, presented in the next section.</p>	<p>The MSC will be responsible for the design of the preliminary and final exhibition scenarios. Its specific mandate will be the content research, including:</p> <ul style="list-style-type: none"> • Development of the narrative framework in collaboration with the Inuk author • Validation with the Inuk community, in collaboration with Boîte Rouge Vif • Scientific validation with the scientific committee • Drafting the preliminary script and the final script including: <ul style="list-style-type: none"> ○ Codes ○ Messages ○ Visitor experience ○ Means ○ Requirements – photos ○ Requirements – illustration ○ Requirements – objects ○ Text plan • Scripting of the interactives <ul style="list-style-type: none"> ○ Message ○ Desired experience ○ Scientific principle ○ Inspiration • Scripting of the illustrations <ul style="list-style-type: none"> ○ Messages ○ Content ○ Inspiration
Deliverables	
<ul style="list-style-type: none"> • A presentation to the MSC of the elements to be included in the final scenario including: <ul style="list-style-type: none"> ○ A review of the experience and the visit path ○ Proposal of potential interactives ○ A revised general ambiance sketch ○ A revision of the development plan ○ A revised budget ○ An updated timeline 	

Phase 3 – Preliminary Design

This phase encompasses the development of the preliminary design of the exhibition, including concrete proposals for technological means and digital tools and the visitor experience. This phase is carried out simultaneously with the scripting phase.

The Consultant	The Corporation
<p>The Consultant will collaborate on the script and will be responsible for the preliminary implementation of the museographic concept, the artistic design, the graphic production, and the production of the interactives and audiovisuals.</p> <p>This phase includes the following services:</p> <ul style="list-style-type: none"> • Advancement and revision of the museographic concept following the submission of the final concept. • Advancing the scenario and developing the preliminary design in collaboration with the MSC production team: <ul style="list-style-type: none"> ○ Development of the preliminary design of the exhibition ○ Developing the means related to the scenography ○ Consolidating preferred digital technologies and tools ○ Developing the visual identity of the museographic concept ○ Defining the different pathway options by identifying the highlights of each. The suggested pathway experiences must be equally rich and offer a multitude of interactions ensuring options for replay. • Developing the deployment of the museographic structure in space. • Communicating the proposed feeling of the spaces with the help of 2D and 3D renderings or sketches. • Working in collaboration with the other stakeholders: the author, the expert committee, the consultants and the MSC. • Creating the preliminary design of the exhibition, including furniture, interactives, environments, signage, graphic panels and other elements, respecting the following criteria: <ul style="list-style-type: none"> ○ quality of the experience for the expected number of visitors (100 simultaneously, up to 120 at peak 	<p>During this phase, the MSC will have a mandate to collaborate with the Consultant on the development of the preliminary design.</p> <p>A more detailed list of deliverables can be found above in the Scripting phase.</p>

- times) and the established visit duration (60 minutes)
- appeal to young people, especially 8-12 year-olds
 - distinctive atmosphere related to the exhibition subject
 - durability of style
 - sustainability of interactives
 - user-friendliness of visitor interaction with elements
 - visitor safety
 - fluidity of traffic, ease of welcoming groups including the establishment of animation locations, if applicable
 - ease of maintenance and durability of finishes
 - facilitating the harmonious integration of multimedia equipment
 - ease of access for maintenance and repair of components, equipment and mechanisms, by MSC teams
 - protection against breakage and theft
 - security and adequate conservation of objects, especially collection objects, if applicable
 - Collaboration with the Inuk community (Boîte Rouge Vif)
 - Eco-responsibility:
 - Rethinking the product according to its adaptability and its uses; multiple at end of exposition
 - Reducing energy and resource consumption
 - Replacing environmentally harmful substances
 - Reusing over renewing
 - Recycling what is not reusable
 - Easily removable for repair
 - Developing a general tone for all multimedia productions that must harmonize with the proposed museography.
 - Based on the final exhibition scenario, defining the course of the quest and each of the interactives (digital, mechanical, electromechanical) and multimedia productions (video, audio, computer game). In collaboration with the MSC, preparing a descriptive sheet for each of these (subject, objective, operating principle, duration, etc.).

<ul style="list-style-type: none"> • Providing preliminary plans including layout, elevations of main elements, and proposed colours and materials. 	
Deliverables	
<ul style="list-style-type: none"> • Preliminary design – the document should include the following: <ul style="list-style-type: none"> ○ Preliminary proposal for the visit experience (lighting and audiovisuals, soundtrack) ○ Model, sketches or perspectives of the space ○ Plan (layout) of the museographic facilities in the space ○ Graphics proposal for all scales of sizes and panels ○ Concept for 3D elements (types of materials, etc.) ○ List of museographic devices ○ Updated budget ○ Updated timeline • Presentation to the MSC for approval 	

Phase 4 – Final Design

This phase encompasses creation of the final design of the 2D and 3D elements as well as the interpretation materials and ambience presented in the previous phases. This phase is accompanied by the finalization of the scenario.

The Consultant	The Corporation
<p>The Consultant must finalize the museographic concept, as well as concrete proposals presented during the previous stage.</p> <p>This phase includes the following services:</p> <ul style="list-style-type: none"> • Revise the preliminary design in accordance with the client's recommendations and decisions. • Develop the final design in collaboration with the MSC team. • Develop the final visit experience (lighting and audiovisuals). • Final selection of means. • Final selection of technologies. • Develop the final visual signature including the design of the exhibition entrance. • Specify the visitor experience, emphasizing the atmosphere, by describing the means envisaged. • Produce the graphic grid for the entire exhibition • Develop the final layout of the environment of the mandate. • Produce 3D renderings or perspectives of the environment to clearly demonstrate intentions and atmosphere. • Coordinate the work of the mandate with that of other stakeholders. • Update and detail the budget of the mandate. 	<p>During this phase, the MSC will have the mandate to collaborate with the Consultant on the development of the final design of the experience and to validate any specific approach or content with its scientific authorities, as needed.</p> <p>The MSC team will be available to support, facilitate and validate the final choices proposed.</p>

<ul style="list-style-type: none"> • Update the timeline of the mandate. • Plan and carry out functional tests with real components to validate, as deemed necessary, the operating principles of the interactives. • Provide the list of desired equipment, specifying the required characteristics as well as the cost. • Provide the graphic concept and graphic grids for each type of text, whether printed, presented on screen or projected in space. Define the style of the pictograms and explanatory diagrams, and have them approved by the MSC. 	
Deliverables	
<ol style="list-style-type: none"> 1- The final design – the document should include the following: <ul style="list-style-type: none"> • A final proposal for the visit experience (lighting and audiovisuals, including the soundtrack). • A model, sketches or perspectives of each zone. • A final plan (layout) of the museographic installations (including wall elevations and visitor circulation). • The final design of the 2D and 3D elements revised in response to comments received in the previous phase. • The final graphic design of all types of panels (with samples of text (actual size), materials and colours). • List of museographic devices, connected objects, etc. 2- Full-scale prototypes may be required, as needed. 3- Updated budget. 4- Updated timeline. 5- A presentation to the MSC for approval. 	

Phase 5 – Design Production

This phase includes the production of plans and specifications and the development of exhibition content.

The Consultant	The Corporation
<p>This phase includes the following services:</p> <ul style="list-style-type: none"> • Revise the final design in accordance with the client's recommendations and decisions. • Prepare execution plans for all exhibition elements. These plans include: general plan, elevations, sections, details necessary for production as well as finishes and colours for approval by the MSC. Provide samples if needed. These include all elements and spaces required for the installation of audiovisual equipment, lighting and museum security. • Draft all specifications related to manufacture. • Draft instructions, when required. • Submit the final layout plan. • Present drawings of the interactives (plans and elevations) in a modifiable digital file (e.g. Sketchup or Vectorworks) for all the devices. 	<p>During this phase, the MSC will be responsible for:</p> <ul style="list-style-type: none"> • Writing, editing and translating texts (except those intended for the multimedia productions). • Finding collection items as well as information, images, and videos from lenders and associated rights. • Proofreading (except for multimedia productions). • Scientific information used to produce the illustrations.

- Design the lighting from the list of equipment available at the MSC. Provide a detailed lighting plan as well as a purchase list for additional lighting equipment if required.
- Provide diagrams and technical drawings of interactives, including triggering devices for connected objects and audiovisual and multimedia productions.
- Provide final images and graphic proposal necessary to create the setting and scenographic elements. Have the selection approved beforehand.
- In accordance with information provided by the MSC, create the illustrations and diagrams necessary for the interpretation panels and the interactives. The style must harmonize with the museographic design and be approved beforehand. For each of these, provide three (3) versions for approval: the preliminary version, the version for scientific approval and a final version.
- Provide all the usual objects and accessories required for creating the environments and scenographic elements. Have their selection approved as well as the plans for their installation.
- Produce the layout of all graphic elements and have it approved.
- Provide "image" files (pdf) in a format that allows them to be read when printed and annotations to be added directly in the file. This is to facilitate proofreading of all graphic elements.
- Produce and provide graphic files: source files, editable to allow the MSC to make corrections, modifications and language changes, if required.
- Design the architecture of the communication and information networks of the immersive and interconnected experience.
- Provide preliminary production specifications.
- Collaborate on the integration of multimedia elements.
- Coordinate the work of the mandate with that of the other stakeholders.
- Update and detail the budget of the mandate,
- Update mandate timeline.

Deliverables

- Production workbook: plans and specifications for all display and presentation elements.
- Plan (layout) of the museographic facilities in the space.
- Final graphic files.
- Revised schedule.
- Revised budget.
- Presentation to the client for approval.

Phase 6 – Multimedia Production

This is the design and testing period for all elements of the digital infrastructure, the interactives and the multimedia content.

The Consultant	The Corporation
<p>This phase includes the following services:</p> <ul style="list-style-type: none"> • Create the architecture of the communication and information networks of the immersive and interconnected experience. • Draft content and scripting for digital productions associated with the immersive experience. • Develop scenarios or identify archival images (stock-shots) when required. For animations and computer games, provide an illustrated storyboard. • Develop the design of connected objects as well as their interaction with the physical elements of the exhibition. • Select and use the most efficient technologies in the production of this project. Provide the MSC with lists of technologies and processes being considered for discussion and approval. • Write the narrated or written texts (including navigation texts, instructions and results), and have them validated by the MSC. Subsequently, translate them into English and have this translation validated. • Perform the correction of the screen pages by linguistic revision professionals (French and English) for all texts appearing on screen. • Add the required visual elements and visual effects based on the chosen approach, as well as sound effects when appropriate. • Filming and casting, if required: Plan and carry out the filming and casting required for all productions in order to optimize the use of teams, participants and sets. • Be responsible for all stages of image postproduction, including editing, computer graphics and visual effects. • Be responsible for the programming and beta-testing of digital infrastructures and multimedia productions. Develop any special configuration (software or other) that may be necessary for their proper functioning. Some of these prototypes will have to be made available to the MSC for the purposes of complementary formative evaluations with the target clientele. • Be responsible for all sound post-production, including recording, editing, mixing, sound effects, ambient sound and soundtracks, as needed. 	<p>During this phase, the MSC will be responsible for:</p> <ul style="list-style-type: none"> • Purchase of equipment, namely: lighting equipment, speakers, projectors, servers, digital infrastructure, screens and computers. • Evaluation of prototypes.

<ul style="list-style-type: none"> • Create screensavers for the productions. These serve as a hook and usually present the title of the production, in a bilingual version. • Carry out functional tests from the start of production of targeted interactives (those requiring complex integration, using new technologies, etc.) These interactives will be identified in concert with the MSC team and the Firm. These tests could be run with visitors to the MSC. • Create the programming of the selection menus. • Deliver the productions in a format compatible with the selected equipment, in accordance with the recommendations of the MSC team. • Provide a backup copy in addition to the number of copies necessary for the running of the exhibition. • Establish a list of equipment required for running each production. This list will indicate the main technical characteristics as well as a budget evaluation for each item. The final selection and purchase of equipment will be made by the MSC. • Negotiate, release and pay all usage rights for the visual, sound or other material intended for the project, as judiciously as possible given the usage context. Provide the MSC with a copy of the contracts for the negotiated rights. 	
Deliverables	
<ul style="list-style-type: none"> • Mandate suppliers. • Submit a list of required equipment to the MSC. • Purchase of software licenses related to the digital equipment used for the exhibition. • Revised budget. • Three follow-up presentations to the client for approval. 	

Phase 7 – Manufacture and Installation

This phase includes a test period in the workshop, the validation of prototypes and all exhibition elements, and the manufacture, delivery and installation of the structures in the hall.

The Consultant	The Corporation
<p>The Consultant will work on the fabrication, installation (including the assembly and positioning of the display cases in the hall and the ambient lighting), as well as the breaking-in of the exhibition.</p> <ul style="list-style-type: none"> • Select and obtain approval of the list of manufacturers and the distribution of batches, if applicable. Manufacturers must be qualified and experienced. Upon request, provide a CV of the selected firms. • Manufacture and obtain workshop approval of functional prototypes for the more complex interactives. Some of these prototypes will have to 	<p>During this phase, the MSC will be responsible for:</p> <ul style="list-style-type: none"> • Installation of collection objects (if applicable). • Electrical connections. • Installation of lighting fixtures and their adjustments, which will be carried out by MSC technicians under the supervision of the Firm. • Painting the walls, one colour per wall. • Prototype evaluation.

be made available to the MSC, or even delivered to the MSC, for formative evaluations with the target clientele.

- Fabricate all exhibition items. The works must be of superior quality, fully fulfill the function for which they were designed, and have a lifespan of 7 years.
- Promote the use of ecological, local and recyclable materials as well as a manufacturing method that limits energy costs.
- As much as possible, manufacture the elements in shop rather than in the exhibition hall.
- Ensure in advance the proper functioning of multimedia productions and final media on MSC equipment.
- Pack, deliver and install all exhibition elements. Comply with MSC installation procedures.
- At a time agreed on with the MSC, the Consultant must install the equipment on site in accordance with MSC specifications. The installation includes preparation and testing of the equipment on the MSC premises. The supplier is responsible for the proper functioning of the installed equipment. The correction of any deficiencies found during the testing of the material is the responsibility of the supplier.
- Provide all tools and devices required for assembly and installation.
- The Consultant must communicate to the MSC its installation schedule for the complete installation of the product within the assembly period specified by the MSC. In addition to the installation of all components of the exhibition, the Consultant is required to carry out the summary list of the following activities:
 - verification of the conformity of the equipment
 - installation and configuration of the software, databases and utilities required by the software and ensuring their proper functioning
 - analysis of the system rules and settings
 - manager training (submission of all required training and user documentation)
 - operator training
- The Consultant must file a document detailing:
 - the installation phases
 - the deliverables
 - the delivery schedule
- Inspection and reception must take place at the point of delivery, to the satisfaction of the Corporation. All goods must be free from defects of workmanship, selected materials or installation, if

applicable. The material will not be deemed "delivered" if it is not in good condition. The Corporation reserves all remedies provided in this document, including the right to terminate the contract.

- The purpose of the visual inspection is to ensure the quality of the installation, assembly and general appearance. This visual inspection must include at least:
 - verification of component attachment
 - the use of components in accordance with approved models
 - no apparent damage
 - components installed in the appropriate places
 - compatibility of the components with the environment
 - no missing parts
 - verification of cable identification, installation and connection of components
- The purpose of the tests is to fully verify each function of the system. This operational inspection must include at least:
 - testing of all operating sequences
 - verification of the content of signage
 - operator comprehension of the training received
- The premises must be kept clean and free of all debris. Ensure the elimination of waste as the assembly progresses.
- Carry out the final cleaning of the supplied elements.
- After delivery, the MSC will have a period of four (4) weeks to test the exhibition with groups of visitors. The Consultant shall correct any malfunction identified during this period. Final approval will be made following the correction of these deficiencies.
- Guarantee all elements for nine (9) months from the date of final approval of the work against any manufacturing defect and operating problem, taking into account the context of use.
- During the warranty period, repair defective display elements on site or in shop within 48 hours of the call. Daily maintenance and preventive maintenance will be carried out by the MSC team. In the event that the repair work cannot be carried out within 48 hours, the mandated team must notify the MSC in writing of the reason why the work cannot be done and must specify a date when it will be. If this latter deadline is not respected, the MSC may carry out the repairs and invoice the Firm.

Deliverables
<ul style="list-style-type: none"> • Production of the exhibition including multimedia (lighting and audiovisuals) completed and ready for running by the MSC • The exhibition experience environment set up and ready to open to the public • A production schedule (scenography, furniture, interactives, graphic elements) • A flash drive of all the elements used in the production of the exhibition in PDF form and source files (Indesign, Illustrator, Sketchup or other)

4. Other services

The Consultant must also provide the exhibition signature (logo). In addition, the Consultant could receive a mandate to design and produce a 3d version of the signature to make it an appealing element.

The Consultant shall also provide the services of a competent instructor to ensure the training of MSC personnel on the maintenance, adjustment and operation of the equipment.

Instruction must be given during normal working hours, before the systems have been accepted and delivered to the Corporation. The training must take place on the Corporation's premises. The operation and maintenance manual should be used for personnel training.

Upon delivery of the exhibition, provide the following items:

- a maintenance manual in the form of technical data sheets of use for the operation, renewal and maintenance of the elements
- spare parts required for normal operation
- three copies of each type of flash drive
- material and paint samples for touch-ups and minor maintenance repairs

Within a maximum period of one (1) month following delivery, provide the following elements:

- the final specifications including the as-built plans (two hard copies and computer files)
- list of materials, hardware codes, colour chart
- the final graphic files on digital media, identified according to the MSC procedure
- "Completed Documents" files identifying all the details of each multimedia production. These documents must specify, in particular, the type and duration of the rights released, both for visual and sound archives and for the actors and participants, with their contact details.
- Final cuts before compression, as well as the masters and all the elements used in the production of the multimedia productions. Masters and other elements should not be locked in order to allow future modifications if necessary.
- Editable source graphic files to allow the MSC to make corrections, modifications and changes, if required

**SCHEDULE "B"
FEES AND EXPENSES**

The Fees payable for the Services shall be:

INSERT SELECTED PROPONENT'S COST TABLE

The Expenses payable shall be: no expense applicable.

Total Fees and Expenses: see above.

**SCHEDULE "C"
INSURANCE**

- 1.1 The Consultant shall (and shall ensure that its subconsultants shall) pay for and maintain in full force and effect with insurance company(s) admitted/licensed by the Province of Quebec or other Canadian jurisdictions to do business in the Province of Quebec and rated not less than "A" in A.M. Best Insurance Key Rating Guide, or an equivalent independent insurer rating agency, the following policies of insurance, with deductibles and self-insured retentions being declared and subject to approval by the Company:
- (a) automobile liability insurance covering all licensed motor vehicles owned, rented or leased having a limit of \$2,000,000, inclusive, per occurrence for bodily injury, death and damage to property;
 - (b) all risks property insurance covering all property that is owned, rented or leased and to be used for the performance of the Services for the full replacement cost value of such property;
 - (c) commercial general liability insurance covering all operations in connection with the Agreement on an occurrence basis with a combined single limit of \$5,000,000, inclusive, for each occurrence for third party bodily injury, including death, personal injury and damage to property, including loss of use thereof and such coverage shall include, but not be limited to, the following:
 - (i) blanket contractual liability;
 - (ii) broad form property damage including completed operations;
 - (iii) broad form property damage;
 - (iv) cross liability and severability of interest clause;
 - (v) additional insured endorsement;
 - (vi) non-owned automobile liability; and
- 1.2 Insurance coverage in Section 1.1 of this Schedule "C":
- (a) will be primary to the extent of fault of the Consultant or its subconsultants; and
 - (b) except for the insurance coverage specified in subsection 1.1(a), must name the Company (OLD PORT OF MONTREAL CORPORATION INC.) and Canada Lands Company CLC Limited as an additional insured and any subconsultants attending at the location of the Project as additional insureds.
- 1.3 To the fullest extent permitted by law, the Consultant hereby releases the Company, its directors, officers, employees and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the Term of this Agreement.
- 1.4 The Consultant shall and shall ensure that its subconsultants shall:
- (a) provide the Company with a certificate of insurance for the policies described in section 1.1 within ten (10) business days of the date of this Agreement or prior to commencement of the Services, whichever is earlier, and certificates of insurance evidencing renewal of these policies within twenty (20) business

days of their expiry date where such policies expire prior to final completion of the Services;

- (b) be responsible for the deductibles relating to the insurance proceeds under the required insurance;
 - (c) place all policies with insurers that are licensed to provide insurance in the Province of Quebec in a form acceptable to the Company; and
 - (d) ensure that each insurance policy required shall be endorsed to state that coverage shall not be cancelled or materially amended except after thirty (30) days' prior written notice by certified or registered mail, return receipt requested, has been given to the Company. The insurer must provide the Company with notification of any cancellation of any coverage and the Consultant must provide the Company with notification of any major change, modification or reduction in coverage.
- 1.5 If the Consultant, or any subconsultant, fails to furnish the Company with a certificate of insurance for each policy required to be provided by the Consultant or the subconsultant, or if after furnishing the certificate of insurance, the policies lapse, are cancelled or are materially changed, then in every case the Company may, but shall not be obligated to, obtain and maintain such insurance in the name of the Consultant or any subconsultant. The cost thereof shall be payable by the Consultant to the Company on demand, and the Company may at its election deduct the cost from any monies that are due or may become due to the Consultant.
- 1.6 Neither the providing of insurance by the Consultant in accordance with the requirements of the Agreement, nor the insolvency, bankruptcy, or failure of any insurance company to pay any claim, shall be held to relieve the Consultant from any other provisions of the Agreement with respect to liability of the Consultant, or otherwise.

SCHEDULE "D"
EFT TERMS AND CONDITIONS

ELECTRONIC FUNDS TRANSFER TERMS AND CONDITIONS

THIS EFT AGREEMENT dated • day of • 202 •

BETWEEN:

OLD PORT OF MONTREAL CORPORATION INC. (the "Company")

- and -

[Insert name of the Selected Proponent] (the "Consultant")

IN CONSIDERATION of the amounts payable by the Company to the Consultant according to the **[Insert name of the Agreement]** Agreement signed between the Company and the Consultant on **[Insert date of the Agreement]**, the Parties have agreed to the following:

These Electronic Funds Transfer Terms and Conditions (the "**EFT Agreement**") shall become effective upon execution by the Consultant of the EFT Agreement and upon receipt by the Company of the completed Electronic Funds Transfer Authorization Form (the "**EFT Form**") and the Consultant's specimen voided cheque or a bank-stamped pre-authorized payment form.

Definitions – For the purposes of this Agreement,

- (i) "**Processing Institution Account**" means the Consultant's account at the financial institution;
- (ii) "**Processing Institution**" means the financial institution that holds the account to be credited/debited by means of electronic funds transfer;
- (iii) "**Payables Payments**" means amounts receivable by the Consultant (fees and reimbursement of expenses) according to the **[Insert name of the Agreement]** Agreement signed between the Company and the Consultant on **[Insert date of the Agreement]**.

Method of Payment – The Consultant acknowledges that the Company will process all Payables Payments by electronic funds transfer. The Consultant agrees that it will no longer be receiving a paper cheque or a paper explanation of the payment.

In the event that the Company is unable to release one or more payments by way of Electronic Funds Transfer, the Consultant agrees to either a) accept payment by cheque or some other mutually agreeable method of payment; or b) request the Company to extend the payment due date until such time as the Company can make payment by Electronic Funds Transfer.

The Company shall make payment to the Consultant using the banking information provided by the Consultant on the EFT Form. In the event that the information provided has changed, the Consultant shall be responsible to provide the Company with updated information. The Consultant undertakes to inform with sufficient prior written notice to the Company of any changes in the Processing Institution Account information provided in the EFT Form.

Authorization – The Consultant hereby authorizes the Company to deposit or draw on the Processing Institution Account, for the following purposes: a) deposit the Payables Payments according to the invoices submitted by the Consultant to the Company; b) debit the Consultant's Processing Institution Account if an erroneous remittance was made. The Processing Institution Account that the Company

is authorized to deposit or draw upon has been specified by the Consultant on the EFT Form, and the Consultant's specimen void cheque or a bank-stamped pre-authorized payment form has been attached to the said EFT Form.

The Consultant declares and acknowledges to have contacted its Processing Institution to discuss the implementation of the Electronic Funds Transfer payment with the Company, and confirms that the Processing Institution will be able to accept the payments done through Electronic Funds Transfer on its behalf. The Consultant also declares and acknowledges to pay any and all service charges that its Processing Institution may levy for this service.

Continuing Authorization – This authorization is continuing and the Company may rely on this authorization for all financial transactions relating to the Payables Payments, until the Consultant notifies the Company of any changes in writing.

Revocation & Change – The Consultant may change or revoke the authorization given to process all Payables Payments via electronic funds transfer at any time upon providing ten (10) business days written notice to the Company, using the EFT Form. Revocation of the authorization does not terminate any contract for goods or services that exists between the Consultant and the Company. The authorization only applies to the method of payment and does not otherwise have any bearing on the contract for the goods or services exchanged.

Erroneous Remittance – In the event of an erroneous remittance, the Consultant acknowledges responsibility for ensuring sufficient funds are available in its Processing Institution Account for the Company to recover the amount. The Consultant agrees to notify the Company and return the funds in full within the 48 hours of receipt without dispute of any erroneous payment. After 48 hours, interest at the rate of 10% will apply if the amount is not returned in full. If the Consultant does not reimburse the funds, then in addition to any other remedies, the Company can offset those amounts against any other amounts owed to the Consultant. To ensure accounting integrity, the Consultant agrees to not use these funds to offset other liabilities owing to them.

Liability for uncompleted transfers – If an uncompleted transfer occurs because the Company used the Consultant's information provided on the EFT Form incorrectly, the Company remains responsible for making a correct payment as soon as reasonably possible after being notified of the uncompleted transfer.

If an uncompleted or erroneous transfer occurs because the Consultant's information provided on the EFT Form was incorrect and if the funds are no longer in the control of the Company, the Company is deemed to have made payment and the Consultant is responsible for recovery of any erroneously directed funds.

If an uncompleted or erroneous transfer occurs because the Consultant's information provided on the EFT Form was incorrect and if the funds are still in the control of the Company, the Company shall not make payment until the updated information is provided by the Consultant.

In no event shall the Company be liable for any special, incidental, exemplary, or consequential damages as a result of the delay, omission, or error in the transmission of an electronic payment, even if the Company has been advised of the possibility of such damages. In addition, neither party shall be liable for the act or omission of any financial institution or other party.

Prompt Payment – A payment shall be deemed to have been made in a timely manner as soon as the amount has been debited from the Company's bank account.

Notification – The Consultant hereby waives the right to receive pre-notification of the amount of each pre-authorized debit or deposit authorized by the EFT Form and agrees it does not require advance notice of the amount of the pre-authorized debits or deposits before they are processed.

The Consultant acknowledges that it has reviewed and hereby agrees to be bound by all the terms and conditions set out in this EFT Agreement.

IN WITNESS WHEREOF the parties to this EFT Agreement have executed this EFT Agreement as of the date first written above.

OLD PORT OF MONTREAL CORPORATION INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Company.

[INSERT SELECTED PROPONENT LEGAL NAME]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM
(The “EFT Form”)

Privacy Notice – The EFT Form collects a minimum set of personal information regarding the Consultant. The personal information is used for enabling the Company for the Electronic Funds Transfer process. Furnishing the requested bank information is voluntary and the Consultant understands that the decision not to do so will require payment by another method. Information collected on this EFT Form will be kept in accordance with the requirements of the *Privacy Act* (Canada). All fields on the form are required to be completed before submitting it for processing. The voided cheque or the bank-stamped pre-authorized payment (PAP) form will be kept in the file to ensure the accuracy and integrity of the banking information provided on this EFT Form.

Request type: New Setup Change to existing Instructions Cancel existing Instructions

Effective date: _____ (dd/mm/yyyy)

Consultant Information

Full Legal Name

Address

City/Town

Province

Postal Code

Country

GST/HST Number

QST Number

Quebec Enterprise
Number (NEQ)

Remittance E-mail*

Contact Name

Contact Phone Number

* The remittance e-mail is the e-mail to which the invoice number, invoice amount paid and the date of the payment will be sent to.

(If applicable) For any orders to be made by the Company to the Consultant in accordance with the Services Agreement signed between the Company and the Consultant on **[Insert date of the Agreement]**, the following e-mail(s) from the Consultant should be used:

_____.

Banking Information

Institution Number

Account Number

Transit/Branch Number

Bank Name

Bank Address

 Chequing Savings Business Personal

* Please attach one of the following:

- a) Voided cheque OR
- b) Bank-stamped pre-authorized payment (PAP) form

Acknowledgement and Consent

I(We) hereby authorize OLD PORT OF MONTREAL CORPORATION INC. to direct payments electronically to the bank account specified here. I(We) have read and accepted the Electronic Funds Transfer Terms & Conditions provided by OLD PORT OF MONTREAL CORPORATION INC. and I(we) represent that the information contained in this Electronic Funds Transfer Authorization Form is true, correct and complete.

I(We) understand and acknowledge that this authorization agreement is effective as of the effective date above and is to remain in full force and effect until OLD PORT OF MONTREAL CORPORATION INC. has received notification of its termination. I(We) agree to submit an updated Electronic Funds Transfer Authorization Form to OLD PORT OF MONTREAL CORPORATION INC. for the cancellation of this authorization or to make any changes to the information provided within this authorization.

[INSERT SELECTED PROPONENT FULL LEGAL NAME]

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the corporation.

Please send completed authorization form and signed EFT Agreement with the voided cheque or bank-stamped pre-authorized (PAP) form by email to factures@vieuxportdemontreal.com.