

# RULES

MULTIDISCIPLINARY COMPETITION FOR  
ANIMATING AND ENHANCING **PUBLIC SPACE**

CREATION OF A PARTICIPATORY WORK AND ARCHITECTURAL VIDEO PROJECTIONS  
WITH A TALE THEME

# LUMINO THÉRAPIE

2016 EDITION



QUARTIER  
DES SPECTACLES  
MONTRÉAL

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## **1 PREAMBLE**

For this seventh edition, the Quartier des Spectacles is refreshing the Luminothérapie competition by giving it a theme. Participants in the competition must conceive of a work that will showcase a “tale” theme. Chosen for its narrative power, this genre can take many forms: fantastical or urban, classic tales or invented legends. The tale is suggested as the inspiration for development of a narrative, a world and a captivating experience to be presented in the Place des Festivals in the winter of 2016-17.

Drawing inspiration from the theme, multidisciplinary teams of up-and-coming or experienced designers will design an auditory, luminous and participatory work for the entirety of the Place des Festivals. The work must inspire a sense of wonder both day and night, be participatory for a broad audience including families, and be adaptable for subsequent export or touring.

The winning team selected by the jury will also be required to propose architectural video projection works for two building façades bordering the Place des Festivals. These video projections will be integrated into the narrative of the main work as a unified concept.

From December 8, 2016 to January 29, 2017, Montrealers and visitors are invited to enjoy Montreal’s winter in a playful and creative way by exploring the work created for Luminothérapie.

### **COMPETITION**

Luminothérapie is Quebec’s largest competition for public participatory works. Its mission is to provide an original wintertime experience in the heart of the Quartier des Spectacles, and to stimulate creativity in this emerging discipline.

### **ABOUT THE QUARTIER DES SPECTACLES AND THE PARTNERSHIP**

The Quartier des Spectacles is Montreal’s cultural heart, boasting North America’s most concentrated and diverse group of cultural venues. The district is the year-round host to countless festivals and events, many of which include free outdoor shows and activities. The Quartier also hosts innovative urban installations involving cutting-edge lighting design, immersive environments or interactive digital spaces. With the Place des Festivals and the world’s largest set of sites dedicated exclusively to presenting artistic video projections, the Quartier des Spectacles is an extraordinary creative space for designers. The Quartier des Spectacles is an international showcase for new multimedia technology, making Montreal a global leader in the field.

Founded in 2003, the Quartier des Spectacles Partnership is a non-profit organization with some 60 members active in the district. Its board of directors has representatives from the cultural industries, institutions, education, business, municipal government (the Ville de Montréal) and residents. The Partnership’s role is to help the main actors in the area join forces to take coordinated action. The permanent team, with about 20 members, oversees animation activities in the Quartier by programming cultural activities, managing the public spaces and their specialized equipment, illuminating the Quartier and promoting the area. The Partnership benefits from the support of the Ville de Montréal and of the Quebec government’s Secrétariat à la région métropolitaine. For more information, visit [quartierdesspectacles.com](http://quartierdesspectacles.com).

## 2 DEFINITIONS

For the purposes of this competition, unless the text clearly specifies a different meaning, the following are the definitions of certain key terms:

**Competitor:** Team consisting of Designers who meet the eligibility requirements for the competition and who prepare and submit a Proposal, compliant with the Rules, in the first phase of the competition.

**Designer:** Any person working in a planning or design discipline (architecture, landscape architecture, urban planning, urban design, interior design, environmental design, industrial design, graphic design) and/or in event planning, multimedia, the performing arts (scenography, mise en scène, choreography, music, lighting or video) and the visual and media arts.

**Lead designer:** The designer who serves as a competitor's representative.

**Finalist:** Competitor selected by the jury after the first phase of the competition, who prepares and gives a presentation for the second phase, as described in these Rules.

**Jury:** Panel responsible for evaluating the proposals and presentations.

**Winner:** The finalist selected by the jury at the end of phase 2.

**Work:** The work resulting from the present competition (primary work for the Place des Festivals, plus video projections), as well as the totality of the services the Partnership intends to contract from the Winner after the competition.

**Partnership:** the Quartier des Spectacles Partnership, competition organizer and presenter and producer of the Work.

**Presentation:** Presentation to the Jury, video and related documents, in the second phase of the competition.

**Program:** Official competition document, complementary to the Rules, that provides the information, directions and instructions required for preparing a Proposal and Presentation that are complete and satisfactory with respect to the challenges inherent in the project.

**Proposal:** All documents submitted for the Jury to evaluate in the first phase of the competition.

**Rules:** Official document issued by the competition organizer, complementary to the Program, describing the competition purpose, objectives, actors and the conditions for preparing, presenting, evaluating and using the Proposals and Presentations.

**Headquarters:** Recognized place of business that is the principal workplace of a Competitor's supervisor or decision makers.

## 3 COMPETITION STRUCTURE

### 3.1 PURPOSE OF COMPETITION

The project resulting from this competition is the commissioning of a unified concept including a work that will showcase and animate the Place des Festivals, plus architectural video projections on two building façades in the Quartier des Spectacles. The Partnership

intends to present the concept selected through this competition from December 8, 2016 to January 29, 2017.

## COMPETITION OBJECTIVES

The competition aims to develop and evaluate concepts that will meet or exceed the Partnership's expectations in terms of the challenges presented by the project covered by this competition. Subsequently, it intends to award a commission to the Winner for production of the Work, subject to the terms specified in the Rules (see section 10).

## 3.2 TYPE OF COMPETITION

The competition is:

- open
- free
- multidisciplinary
- Canada-wide
- held in two phases. First, anonymous proposals will be reviewed; second, a maximum of five (5) Finalists will receive remuneration for a Presentation to the jury

## 3.4 DESIGN CRITERIA FOR THE WORKS

### PLACE DES FESTIVALS

The primary work, to be presented in the Place des Festivals, must meet the following objectives and criteria:

- Be original and never previously exhibited;
- Bring the "tale" theme to life and include a clear narrative framework;
- Provide a playful experience that sparks the interest and curiosity of a broad public including families;
- Be remarkable day and night;
- Provide a perceptual experience in both sound and light;
- Be participatory (encouraging the public to take action and participate in the experience);
  - Optionally, the work can be interactive (allowing visitors to trigger, activate or control an element of the work) and/or cooperative (encouraging visitors to cooperate to produce a result) and/or contributory (allowing the public to contribute to and shape the work);
- Be evolving OR present a special recurring animation:
  1. Evolving work: the work evolves or renews itself during the Luminothérapie exhibition period.OR
  2. Special animation: self-managed animation activated at a set time and frequency daily or weekly throughout the Luminothérapie exhibition period.
- Present a clear, intuitive experience;
- Provide an autonomous experience requiring no guidance or technology interface (mobile apps are not allowed);
- Be created specifically for winter and be coherent with the overall context of the Quartier des Spectacles;
- Cover most of the more than 37,000 square feet of the Place des Festivals;
- Be able to stand alone without video projections in case of exportation;
- Be transportable and adaptable to a smaller surface area in case of exportation.

## ARCHITECTURAL VIDEO PROJECTIONS

Two architectural video projections will extend the primary experience in the Place des Festivals. Each projection must meet the following objectives and criteria:

- Be original and never previously exhibited;
- Be custom made for each of the projection surfaces;
- Enrich the narrative of the primary work in the Place des Festivals:
  1. By being closely linked visually to the sound and light components of the primary work.  
OR
  2. By being works that support the primary work (in which case, only the projection on UQAM's Pavillon Président-Kennedy can be accompanied by an original soundtrack with a maximum duration of five (5) minutes including credits; if sound effects are linked to the projection on the Wilder Building, the effects are required to co-exist with the soundtrack of the work in the Place des Festivals, due to the proximity of these two sites);
- Optionally and without undermining the exportability of the primary work, the video projections may include interactive elements activated by visitors in the Place des Festivals.

The video projections will be shown on\*:

1. The Wilder Building, located on De Bleury Street (projection façade on Balmoral Street), west of the Place des Festivals;
2. UQAM's Pavillon Président-Kennedy, located on Président-Kennedy Avenue, northeast of the Place des Festivals.

We invite you to consult the evaluation criteria for each competition phase: Step 1 – Proposals (see section 8.4) and Step 2 – Presentations (see section 9.4).

### 3.3 PRODUCTION BUDGET

The total production budget is three hundred thousand dollars (\$300,000) plus taxes. A minimum of two hundred seventy five thousand dollars (\$275,000) must be allocated to the primary work for the Place des Festivals.

## 4 PARTIES TO THE COMPETITION

### 4.1 PROJECT REPRESENTATIVES

Quartier des Spectacles Partnership

- Head: Pascale Daigle, director of programming.
- Project manager: Angélique Bouffard, programming consultant and content manager

### 4.2 PROFESSIONAL CONSULTANT

The Partnership has retained Ms. Véronique Rioux, industrial designer, to serve as professional consultant.

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\* *Subject to change*

### 4.3 JURY

The Jury has nine members, as follows:

- Anne-Claude Bacon  
Director, Collection Hydro-Québec
- Anick La Bissonnière  
Architect and scenographer, Atelier Labi
- Jean-François Larouche  
Director, interactive department, User Experience, Moment Factory
- Pascale Daigle  
Director of programming, Quartier des Spectacles Partnership
- Pierre Fortin  
Executive director, Quartier des Spectacles Partnership
- Pierre Sasseville  
Sculptor and installation artist, Cooke-Sasseville
- Rami Bebawi  
Architect, Kanva Architecture
- Simon B. Robert  
Associate director, technology and multimedia infrastructure, Quartier des Spectacles Partnership
- Sophie Labelle  
Programming consultant, Programming department, Place des Arts

### 4.4 OBSERVERS

Primarily for training purposes, certain individuals are permitted to attend Jury sessions without participating.

### 4.5 SUBSTITUTIONS

If a Jury member is unable to participate, the Professional Consultant will designate, subject to the Partnership's approval, a substitute with substantially similar qualifications to the member being replaced. Should this occur, the Competitors and Finalists will be notified as soon as possible.

## 5 ELIGIBILITY AND REGISTRATION

### 5.1 COMPETITOR ELIGIBILITY

#### PHASE 1: ANONYMOUS PROPOSALS

All teams meeting the following conditions are eligible to participate in the competition and submit a Proposal for Phase 1:

- At a minimum, the team's Lead Designer works in a planning and design discipline (architecture, landscape architecture, urban planning, urban design, interior design, environmental design, event design, industrial design, graphic design) and/or in multimedia, the performing arts (scenography, mise en scène, choreography, music supervision, lighting or video) and/or the visual and media arts
- At a minimum, the Lead Designer works out of a headquarters located in Canada at the time of participating in the competition.

The creation of multidisciplinary teams with members practicing in a variety of disciplines, including those related to the tale theme (literature, sociology, anthropology, etc.) is strongly encouraged.

To be recognized as a Competitor, each team is required to register for the competition as described in section 5.3.

## **PHASE 2: REMUNERATED PRESENTATIONS**

The following teams are eligible to proceed to Phase 2 and give a Presentation, provided they meet the following conditions as of the deadline for submitting Presentation materials:

- Teams selected by the Jury as Finalists
- Teams including a sound designer
- Teams including a video designer

A sound designer or video designer belonging to a team that submitted a Proposal not selected at the conclusion of Phase 1 may be invited to join a Finalist team for Phase 2. A sound designer or video designer may not, however, be a member of more than one Finalist team.

## **5.2 DISQUALIFICATION**

Competitors or Finalists with direct family ties to an employee of the Quartier des Spectacles Partnership, or to a Jury member, are not eligible for this competition. Also ineligible are employees or associates of the Partnership and of the Jury members. In case of doubt, the Competitor must seek clarification from the Professional Consultant.

Competitors and Finalists are required to refrain from all direct or indirect communication with the Partnership, its staff and management, and with Jury members (except when presenting to the Jury) about the competition, subject to immediate disqualification.

The Jury may disqualify a Competitor or Finalist if it deems the Proposal or Presentation to be non-compliant with the present Rules. The Professional Consultant may alert the Partnership or the Jury to any irregularity, including unauthorized communications, missing materials, excess materials or materials whose characteristics do not correspond, whether in minor or major ways, to the requirements given in the Rules. Either the Partnership or the Jury may render a final decision in such matters.

Participation in the competition is anonymous. Any indication or information that could compromise such anonymity, communicated directly or indirectly to the Partnership or to Jury members by any person, shall result in rejection of the Proposal.

In case of doubt as to the correct interpretation of the terms of disqualification or if an irregularity is suspected during the process, the Competitors and Finalists must, without delay, and may, at any time, contact the Professional Consultant within the terms set out by these Rules.

## **5.3 REGISTRATION**

Competitors are required to register; there is no registration fee. Registration allows Competitors to obtain the program, the Proposal submission form (Appendix B) and to connect to the Professional Consultant's communication network. The registration form (Appendix A) can be downloaded here: [quartierdesspectacles.com/en/request-for-proposals/](http://quartierdesspectacles.com/en/request-for-proposals/).

To register, the completed registration form must be emailed to [luminotherapie@quartierdesspectacles.com](mailto:luminotherapie@quartierdesspectacles.com) before the deadline listed in the schedule (section 12).



Upon registration, each Competitor must designate a single representative for the duration of the competition (Lead Designer) and select its own identification code starting with three (3) digits and ending with two (2) letters (e.g. 123AB), which serves the purpose of preserving anonymity. An email reply will be sent to the Competitor to confirm their registration and code. The Program will be attached.

Proposals submitted by Competitors that were not properly registered by the deadline will not be considered.

#### 5.4 COMPETITION DOCUMENTS

The Partnership will provide the following documents to confirmed Competitors:

- The competition Rules and appendices
- Competition Program and appendices
- Answers to questions submitted by Competitors and Finalists plus addenda, if any

Apart from the Rules, available at [quartierdesspectacles.com/en/request-for-proposals/](http://quartierdesspectacles.com/en/request-for-proposals/), documents are sent via email by the Professional Consultant following registration.

Given their restricted distribution to Competitors, these documents are considered confidential for the duration of the competition.

The Partnership reserves the right to make any needed minor changes to the competition documents up to six (6) business days before the deadline for submitting Proposals.

#### 5.5 UNIQUE PROPOSALS AND PRESENTATIONS

Each Competitor may submit only one Proposal. Each Finalist may prepare and give only one Presentation.

## 6 COMMUNICATIONS AND INFORMATION MEETING

#### 6.1 COMPETITION ANNOUNCEMENT

Competitors are invited to participate in the competition via a Call for Proposals published:

- Through the SÉAO call for proposals system
- Online at [quartierdesspectacles.com/en/request-for-proposals/](http://quartierdesspectacles.com/en/request-for-proposals/)
- Without restrictions, on various electronic bulletin boards and other means of communication that disseminate news items to members of the disciplines relevant to the competition

#### 6.2 COMMUNICATION RULES

All communications must be directed solely to the Professional Consultant. Any questions or requests for clarification about the competition from a Competitor or Finalist must be sent directly and solely to the Professional Consultant, by sending an email to [luminotherapie@quartierdesspectacles.com](mailto:luminotherapie@quartierdesspectacles.com) during the question period indicated on the competition schedule. All other communications will be ignored and may lead to immediate disqualification of the Competitor or Finalist.

After registration, the Professional Consultant will transmit information to Competitors solely by electronic means and to only one address per Competitor, specifically the address supplied at registration. Competitors are responsible for verifying that this address is working properly at all times. The Professional Consultant will provide, within a

reasonable amount of time, acknowledgment of receipt for every communication received. The Partnership will not be held responsible for any inconvenience caused by technical problems affecting such electronic communications.

### 6.3 LANGUAGE OF COMMUNICATION

Competition documents are issued in French and in English. In case of discrepancy, the French version shall prevail. Questions may be sent in English or French. Answers will be given in French. Proposals and Presentations are in French, and interaction with the Jury will be in French.

### 6.4 ADDRESSES FOR SUBMITTING PROPOSALS AND PRESENTATION MATERIALS

Proposals and Presentation materials must be sent to the following address. It is the Competitor's sole responsibility to do so by the deadlines given in the schedule (Section 12):

Partenariat du Quartier des spectacles  
Concours Luminothérapie  
1435, rue Saint-Alexandre, bureau 500  
Montréal (Québec) H3A 2G4

The Partnership cannot be held responsible for addressing errors or for documents sent by Competitors, Finalists or any third party arriving late due to delivery delays. The Partnership will not be held responsible for damage or deterioration to documents submitted by Competitors or Finalists in the Partnership's possession.

### 6.5 INFORMATION MEETING WITH FINALISTS

There will be no site tours or information meetings during Phase 1.

At the start of Phase 2, a mandatory information meeting between the Finalists and the Partnership's representatives will take place on the date indicated on the schedule. It will include the presentation of the Program and a tour of the sites. Each team must be represented by a maximum of four (4) persons.

## **7 REMUNERATION**

There is no remuneration for Competitors for the preparation of their first-phase Proposals.

During the second phase of the competition, a maximum of five (5) Finalists will each receive eight thousand dollars (\$8,000), plus taxes. This remuneration will be issued conditional upon the preparation of a Presentation in compliance with the competition Rules.

## **8 PHASE 1: PROPOSALS**

### 8.1 CONTENT OF PROPOSALS

Each Proposal must include only the following elements:

- An A1-format poster presenting an overview of the concept
- A brief written description of the concept and how it incorporates the theme
- A budget estimate

- The properly completed Proposal submission form (Appendix B) sent to Competitors following registration
- Digital versions of all documents listed above

Competitors are asked to develop their Proposals only to the minimum level required to ensure the Jury's full comprehension of its unique features, within the project objectives and the Proposal evaluation criteria. The expected level of progress is a sketch.

### Poster

The poster must be in the A1 metric format (594 x 841 mm) and in landscape orientation. The Competitor's identification code (e.g. 123AB) must appear in the lower right corner in 36-point Arial. The poster must be printed but not mounted on any backing such as foam core.

The poster must include the following elements:

- A perspective view of the Place des Festivals from south to north from Sainte-Catherine Street. This view must present a night-time environment, illustrating the proposed ambiances and interactive elements
- A perspective view of the Place des Festivals in the daytime
- A representative image from a video projection for the façade of the Président-Kennedy building at UQAM. This image must illustrate the work's graphical qualities, architectural integration, and connection to the concept of the primary work for the Place des Festivals
- A representative image from a video projection for the façade of the Wilder Building. This image must illustrate the work's graphical qualities, architectural integration, and connection to the concept of the primary work for the Place des Festivals
- any other visual element useful for explaining the proposed concept.

### Description

The description, maximum 500 words, is to be on a single letter-format page (8<sup>1</sup>/<sub>2</sub>" X 11") in portrait orientation.

The text will summarize the elements of the Proposal to be considered, and will cover conceptual intentions for both day and night, the approach to the tale theme, as well as the intended audience experience. The tale and its general narrative line must be explained. The audience experience must include the participatory aspect, i.e. how the public will participate in the experience, and explain the connection between the perceptual aspect of the sound and light elements and the various physical and aesthetic elements. The text must also emphasize the narrative framework that unifies the work in the Place des Festivals and the two architectural video projections.

Budget estimate

The estimate is to be on a single letter-format page (8<sup>1</sup>/<sub>2</sub>" X 11") in portrait orientation. It must present the approximate costs of producing the Work. The following table must be reproduced with, at a minimum, the following elements.

Description	% of budget	Total before taxes
<b>Place des Festivals</b>		
Producer		
Fees: creative team		
Fees: artists and technicians		
Fees: production team (including setup and teardown)		
Professional services (such as engineers)		
Conceptual production material (for example, if applicable: audio track, video, etc.)		
Technical production material (setup, equipment rental or purchase, lighting)		
Prototyping and climate testing (warehouse rental and setup)		
Site, logistics and security (snow removal, repairs as needed, electricity, heavy machinery, maintenance, cable protectors)		
<b>Video projections</b>		
Image design (2 façades)		
Soundtrack and sound effects (2 sites)		
On-site projection tests if interactive elements present		
<b>Project management</b>		
<b>Finance and administrative fees (insurance)</b>		
<b>Contingencies</b>		
	Total*	

\* The total cannot exceed the total maximum budget of three hundred thousand dollars (\$300,000) plus taxes.

Proposal submission form

Print and complete the Proposal submission form (Appendix B) of the Rules transmitted at registration.

### Digital version

Each Competitor must submit digital versions of the documents described above on a USB key, CD or DVD.

Files must be in PDF format at a full-size resolution of 300 dpi. The following items must be identified by their corresponding file names.

Each file name is to be completed with an underscore and the Competitor's ID number.

- Poster: QDS\_planche\_123AB;
- Description: QDS\_texte\_123AB;
- Budget: QDS\_estimation\_123AB;
- Submission form: QDS\_formulaire\_123AB.

## 8.2 PROPOSAL SUBMISSION

Competitors must prepare and submit their Proposals using the following procedure:

- Wrap the poster (one copy only) in a separate parcel with an opaque wrapper marked only with the competitor's identification code as selected at registration
- Prepare a sealed envelope marked only with the Competitor's code and the word "Proposal"; this envelope must contain: ten (10) copies each of the description and budget estimate and the digital version of the documents
- Prepare a second sealed envelope marked only with the Competitor's identification code and the word "Identification"; this envelope must contain one (1) copy of the completed Proposal Submission Form (Appendix B)
- Wrap and send all items together to the address given in section 6.4, early enough to ensure arrival before the deadline given in the schedule.

The Competitor's identification code and identifying information must appear together in only one place: the Identification form.

## 8.3 PROPOSAL EVALUATION PROCESS

The Competitors' Proposals will be evaluated by the Jury, provided the Proposals comply with the Rules.

Before the Jury meets to judge the Proposals, the Professional Consultant will verify the eligibility of the Competitors and the Proposals' compliance. The Consultant will inform the Jury of any deviations from the Rules.

The Jury will hold its first deliberation session behind closed doors, and debate the merits of the Proposals with respect to the stated project objectives and evaluation criteria.

Before deliberating, the Jury will be made aware of any exclusions noted by the Professional Consultant and rule on disqualifications, if any.

Based on its discussion of the merits of the respective Proposals, the Jury will name, ideally by consensus but if not by majority vote, a maximum of five Finalists from among the Competitors. The Jury may also decide to name no Finalists. The Jury's decision is final and cannot be appealed.

As soon as possible, the Professional Consultant will communicate the results of the Jury's deliberation to the Competitors and Finalists. To help them prepare for the Presentation phase, the Finalists will receive a confidential summary of the Jury's reasons and reservations with respect to their own Proposal.

## 8.4 EVALUATION CRITERIA

The Jury will evaluate the proposals primarily with reference to the following criteria:

Quality of artistic approach:

- the relevance and originality of the unified concept and the artistic direction;
- working within the theme, and the quality of the proposed story;
- innovation in presenting the tale in a public space;
- strength of the link between the primary work in the Place des Festivals and the architectural video projections.

Experiential and perceptual quality:

- quality and originality of the proposal for an evolving work or a special, recurring animation;
- the experience offered to the public:
  - o Possibilities for public participation;
  - o Clarity of an autonomous, intuitive experience;
- the work's capacity for attracting the interest of a broad audience, including families;
- creation of a playful sound-and-light installation that showcases the Place des Festivals day and night;
- coherent integration of the Work into a winter setting;
- quality of the exploration experience, making the fullest possible use of the entire Place des Festivals.

Quality of integration and formal quality:

- an appropriate sense of scale for the Place des Festivals;
- integration of the primary Work into the site and the enhancement of the existing landscape and built environment of the site;
- consistency with fundamental character of the Quartier des Spectacles;
- visual qualities of the primary Work, both day and night.

Functional quality:

- compliance with safety and security standards for public spaces;
- the Work's technical and technological feasibility;
- ease of installation in the Place des Festivals and minimal maintenance requirements;
- adaptability of the primary work to climatic extremes.

Innovation and expressive power:

- the creation of an emblematic work;
- originality in the use of video projections and the value added to the narrative line of the primary work;
- the power of the experience offered to a family audience, encouraging visits and prolongation of visits to the Place des Festivals;
- potential for attracting international acclaim.

Environmental and ecological quality:

- sensitivity to the coexistence of different types of users and to the needs of neighbours;
- reduction of environmental footprint in the production, assembly, operation and dismantling of the primary Work.

Exportability:

- Adaptability to a smaller site and transportability of the Work with a view to exportation or touring;
- Viability of the Work for exportation or subsequent presentation;
- The primary work can stand alone without the video projections;
- If applicable, the interactive elements of the video projections do not detract from the exportability of the primary work;
- The narrative is accessible to an international audience.

Budget:

- Feasibility within the available budgetary envelope and the realistic assessment of the costs of design, production, operation and labour.

## **9 PHASE 2: PRESENTATIONS**

### 9.1 PRESENTATION CONTENTS

Each Presentation will include only:

- One presentation document
- One video
- One presentation to the Jury

Presentation document

The presentation document will include a maximum of twenty-five (25) slides formatted for display at a 16:9 aspect ratio. The document must be saved as a PDF. This document will accompany the live presentation to the Jury. It will include the following elements:

- A maximum of four (4) slides introducing team members and a selection of relevant past projects
- A maximum of nineteen (19) slides presenting the concept of the proposed Work; images must come from the poster submitted with the Proposal, but images from phase 1 may be modified or enhanced to facilitate understanding of the Work and in response to the Jury's comments
- Two (2) slides presenting the detailed budget for the two (2) project components (Place des Festivals and architectural video projections)
- A sample, duration twenty (20) seconds, of the audio experience (ambient sounds, music or effects) for the Place des Festivals.

Video

The video must have a duration of sixty (60) seconds and must include a sample of the soundtrack proposed for the architectural video projection component. The video will allow the team to demonstrate their graphical intent, aesthetic approach and architectural integration. It must be integrated with the façades. It will provide a sample of content for

the two (2) following façades: the Wilder Building and the Président-Kennedy building at UQAM. The required format is .mov.

### Presentation to Jury

The Finalists' live presentation to the Jury is an essential phase 2 deliverable, allowing a fuller explanation of the Proposal submitted at phase 1 and an explanation of the intent of the video projections. The order in which the Finalists will present is chosen randomly. Each Finalist will have twenty-five (25) minutes to present their Work, followed by twenty (20) minutes for questions from the Jury. A maximum of five (5) persons may represent each Finalist team for the Presentation. Finalists are not permitted to attend the other Finalists' presentations.

### 9.2 SUBMISSION OF PRESENTATION DOCUMENTS

Each Finalist must send a digital version of the documents described above on a USB key, CD or DVD to the address given in section 6.4. No printouts are required for phase 2.

### 9.3 EVALUATION OF PRESENTATIONS

Before the presentation, the Professional Consultant will verify the supporting materials' compliance with the Rules. Finalists whose documents are deemed compliant will be invited to give their Presentation to the Jury, which will then privately debate the merits of the Presentations and select a Winner. The same judgment terms as in the first phase apply to this phase. The Jury may elect not to name a Winner.

As soon as possible, the Professional Consultant will communicate the Jury's decision to the Finalists. The Consultant will draft a final judgment report to be forwarded to the Partnership after approval by the Jury.

### 9.4 EVALUATION CRITERIA FOR PRESENTATIONS

In the second phase, the Jury evaluates the Presentations using the same criteria as for the first competition phase, plus the following additional criteria:

#### Aesthetic and audio quality of the primary work:

- aesthetic quality of the work;
- integration with the setting;
- relevance and richness of the light and sound elements.

#### Aesthetic, graphical and audio quality of the architectural video projections:

- graphical and aesthetic quality; architectural integration;
- relevance and richness of the soundtrack or sound effects;
- complementarity and connection with the primary work in the Place des Festivals.

#### Quality of overall experience:

- the quality of the audience experience by day and refinement of the sound and light aspects by night.

#### Team composition:

- competence and multidisciplinary of the team.



The Finalists' responses to the Jury's reasons and reservations on their first-phase Proposal will also be taken into account.

## 10 NEXT STEPS

### 10.1 ANNOUNCEMENT OF COMPETITION RESULTS

The Finalists and Winner will be advised of the Jury's decision within a few days of the deliberation. Shortly thereafter or at a time deemed appropriate by the Quartier des Spectacles Partnership, the names of the Finalists will also be announced in a press release. The public announcement of the Winner is planned for the fall. The Winner and Finalists must keep the name of the Winner under embargo until the public announcement in the fall. The Jury's report and the Proposals and Presentations will be made public at the time of the announcement of the Winner. In the unlikely event that the Partnership decides not to accept the Jury's decision, it must state its reasons publicly.

In order to ensure positive impacts from the competition, generate public interest and do justice to the Competitors' and Finalists' efforts, the Partnership wishes to be able to distribute the Proposals and Presentations received and deemed eligible. On request, Competitors, Finalists and the Winner must make themselves available for public activities involving the presentation of their Proposal, Presentation or both. Each Competitor therefore agrees that their identity, Proposal, Presentation and the Jury's comments thereon can be made public.

Each Competitor, Finalist or Winner agrees not to disseminate their Proposal or Presentation before the Organizer has made its official public announcement of the competition results.

Each Competitor, Finalist or Winner agrees to include in all its communications the mention "Created and produced with the support of the Quartier des Spectacles Partnership as part of the Luminothérapie 2016-17 competition."

### 10.2 PARTNERSHIP'S DECISION TO FOLLOW UP ON THE COMPETITION

The Partnership, should it decide to follow up on the competition, will award the Winner the mandate to develop and produce the project it proposed during the Presentation. However, nothing in these Rules shall be interpreted as a formal commitment on the part of the Partnership to award a contract to the Winner following the competition.

### 10.3 MANDATE AWARDED TO THE WINNER

Should the Partnership decide to follow up on the competition, it intends to award the Winner a commissioning contract based on a production model suited to the project and the team's composition and experience level.

The winning team must submit a production plan including production meetings, surveys, workshop presentation of the prototype, weather testing, projection tests, stages of approval, set-up schedule and tear-down schedule along with the following deliverables:

- A detailed storyboard for the experience and public participation;
- A technical description of the sound and light experience;
- A detailed description of the physical design and use of space;
- A scale drawing;
- A maintenance and upkeep plan including final disassembly;
- Multiple transportability scenarios for potential exportation;

- A detailed description of the prototype including plans, materials to be used, method of use, technical specifications, computer source code, assembly diagrams, list of vendors, etc.;
- Any other deliverable described in Appendix A of the commissioning agreement.

At the end of the mandate, the Winner must deliver to the Partnership a statement of work, technical information sheet and detailed as-built plans.

### **PLACE DES FESTIVALS**

For this component, the Winner's obligations, among others, will be to:

- Prepare a final studio prototype for approval by the Quartier des Spectacles Partnership's teams. For clarity, a prototype must represent the finished product or a sample thereof;
- Deliver the final content of the primary work for the Place des Festivals by December 2, 2016;
- Plan for a pre-production phase in collaboration with the Quartier des Spectacles Partnership and present a production schedule including the Partnership's approval milestones;
- Perform weatherproofing and resistance testing based on winter conditions.

### **ARCHITECTURAL VIDEO PROJECTIONS**

For this component, the Winner's obligations, among other things, will be to:

- Perform interactivity tests if applicable, and ensure that the apparatus is fully functional in winter conditions;
- Deliver the final content of the architectural video projections by November 25, 2016;
- Ensure that the video projections are produced specifically for the projection equipment put at the Winner's disposal or described to it by the Quartier des Spectacles Partnership. Any additional equipment required for producing this project component must be supplied by the Winner, which will also be responsible for operating it.
- Participate in the integration of the video projections with the technical coordinator of the Quartier des Spectacles Partnership, in order to ensure the quality and technical compliance of the projections. The Winner must appoint a director who shall be the sole liaison with the Partnership's team. The Winner's director must be available throughout the production and presentation of the video projections;
- Upload the final video files to the Quartier des Spectacles FTP server;
- No later than September 9, 2016, deliver a mockup for each façade;
- If applicable, make all necessary adjustments during the presentation of the video projections;
- After the presentation of the projections is complete, send the Partnership an activity report summarizing the creative, operational and budgetary aspects of the project.

For architectural video projections on façades, the equipment (projector and sound system) and technical support during presentation shall be the responsibility of the Quartier des Spectacles Partnership.

Two contractual models are possible:

- 1- The Winner serves as producer, guiding the production process and handling artistic direction.
- 2- The Partnership delegates production to a third party and the Winner handles artistic direction.

In any event, the Partnership may assign production to a third party if it judges that the Winner does not have the appropriate resources, experience, expertise or availability to produce the project.

The terms covering the creation, production and delivery of services related to the Work will be detailed in an agreement between the parties, based on the budget information contained in the winning Proposal's budget estimate. The Winner and the Partnership will be bound by a commissioning agreement, of which a draft is appended to the present document as Appendix C. The Partnership is under no obligation to sign an agreement with the Winner and is free to commission a work from any third party of its choosing.

By participating in the competition, Competitors accept all conditions in the present Rules.

#### 10.4 SPECIAL REQUIREMENTS FOR COMPETITION FOLLOW-UP

The Winner's concept must be developed and produced in close collaboration with the Partnership, which reserves the right of oversight and decision making as to the financial, artistic, experiential and technical aspects of the project. To that end, the Winner must take into account the comments and recommendations of the Partnership and of the other participants in the project, with the understanding that such comments and recommendations may have an impact on the concept selected via the competition. The Winner agrees to amend certain aspects as needed in the process of developing the project from the sketch and prototyping stages.

The Winner must be able, at all times, to rely on a competent team with the availability required for it to meet its obligations.

#### 10.5 POST-COMPETITION COMMUNICATIONS

The Finalists and the Winner must cooperate with the Partnership's communications team by providing materials and other necessary elements required for promoting the competition and the Work (including but not limited to: biographies, photos of team members, introductory text, visuals of the concept). The Partnership retains full autonomy as to the manner in which it publicizes the various phases of the competition and promotes the winning concept. The communications plan for launch of the Work will be shared with the Winner. The Winner agrees to cooperate with the various promotional activities and make itself available for activities aimed at promoting and showcasing the project.

All materials produced by the Winner (descriptive panel, promotional materials, etc.) must be approved by the Partnership.

## **11 OTHER RIGHTS AND OBLIGATIONS**

### 11.1 INTELLECTUAL PROPERTY RIGHTS

Competitors, Finalists and the Winner retain copyright over their Proposal and Presentation. By submitting a Proposal and a Presentation, they grant the Partnership, free of charge, an exclusive licence authorizing the Partnership to disseminate the Proposal or Presentation (whichever applies) and the results of the competition, without territorial restrictions, using any medium, including its website, for an indefinite period. This licence is granted for the Partnership's non-commercial promotional purposes and for archival purposes. The Partnership may store Proposals, Presentation materials and any and all related documentation in any form for archival purposes.

The Competitors, Finalists and Winner guarantee to the Partnership that they hold all intellectual property rights in their Proposal and Presentation. They shall indemnify and save harmless the Partnership from any claim or action against the Partnership and shall hold the Partnership harmless in case of any judgment as to principal, interest and fees. The Competitors respect the confidential nature of the content of the Proposals and Presentations.

Each Competitor declares that the concept described in the Proposal (and Presentation, if the Competitor is selected as a Finalist) has been submitted exclusively to the Partnership, and that this exclusivity shall remain in effect until the passage of six (6) months following the public announcement of the Winner.

#### 11.2 RECOGNITION OF THE VALIDITY OF THE JURY'S DECISIONS

By participating in the competition, the Competitors and Finalists acknowledge the validity of the Jury's decisions and understand that the decisions are the result of a process that may be complex, in part as a result of the values and sensibilities represented, of the conditions in effect at the moment of judgment, and of the dynamic of the debates raised by the Proposals and Presentations being evaluated. By participating, they agree to respect the Jury's decisions.

**SCHEDULE**

## CALL FOR PROPOSALS AND REGISTRATION

- Competition announcement and documents online December 10, 2015
- Registration deadline February 5, 2016, noon local time

## PHASE 1: COMPETITORS' PROPOSALS

- Question period Dec. 10, 2015-Feb 5, 2016
- Deadline for submitting Proposals ~~Feb. 12, 2016, noon local time~~  
Feb. 16, 2016, noon local time
- 1<sup>st</sup> Jury meeting/selection of Finalists See Addendum 1  
February 25, 2016

## PHASE 2: FINALISTS' PRESENTATIONS

- Jury comments sent to Finalists March 1, 2016
- Information meeting with Finalists March 2, 2016
- Deadline for submitting Presentation materials ~~March 23, 2016, noon local time~~  
March 22, 2016, noon local time
- 2<sup>nd</sup> Jury meeting / Finalists' presentations See Addendum 1  
March 23, 2016\*
- Jury's decision announced to Finalists Week of March 28\*

## NEXT STEPS

- Acceptance of Jury's decision by the Partnership's board March 30\*
- If the Partnership opts to follow up on the Competition, negotiation and signing of a Commissioning Agreement with the Winner April 2016\*
- Public release of the Finalists, Winner, Proposals, Presentations and Jury's report October 2016\*

## PRESENTATION

December 8, 2016 to January 29, 2017\*

\* Dates subject to change

**APPENDIX C – Commissioning Agreement**

[Hereafter the “**Agreement**”]

**BETWEEN:** **THE QUARTIER DES SPECTACLES PARTNERSHIP**, a corporation duly constituted pursuant to Part III of the *Companies Act*, R.S.Q., c. C-38, having a place of business at 1435 Rue Saint-Alexandre, suite 500, Montreal, Quebec H3A 2G4, and represented in this matter by Jacques Primeau, its chairman, duly authorized to act on its behalf in this matter as stated,

(hereafter “the **Partnership**”)

**AND:** **XXXXXXXXXXXXXXXXX INC.**, a publicly held company, having a place of business at XXXXXXXXXXXXXXXXXXXX, represented in this matter by XXXXXXXXXXXX, duly authorized to act on its behalf in this matter as stated,

GST:  
TVQ:

(hereafter “the **Producer**”)

(the Partnership and the Producer are hereafter referred to as the “**Parties**”)

**ALSO INVOLVING:** **XXXXXXXXXXXXXXXXX**, a natural person domiciled and resident at XXXXXXXXXXXX;

**XXXXXXXXXXXXXXXXX**, a natural person domiciled and resident at XXXXXXXXXXXX;

(Hereafter the “**INTERVENERS**”)

**WHEREAS** the Partnership seeks to commission and acquire a work from the Producer.

**WHEREAS** the Producer declares its artistic and professional capability to create and produce the work (hereafter “the Work”).

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS**

- 1.1 **“Budget”** Totality of the costs of creating and producing the Work, appended to the present Agreement as Appendix B.
- 1.2 **“Concept”** Detailed description of the Work, including a presentation of the Work, appended to the present Agreement as Appendix A.
- 1.3 **“Schedule”** Project schedule for the creation and production of the Work, appended to the present Agreement as Appendix C. NOTE: THE SCHEDULE IS TO INCLUDE THE PLANNED DATES FOR PRESENTATION OF THE WORK
- 1.4 **“Work”** The commissioned work, as described in the Concept.
- 1.5 **“Premiere”** First official public presentation of the Work.
- 1.6 **“Services”** refers to the services provided by the Producer during the presentation of the Work following its creation and production, as fully described in Appendix A of the present Agreement, on the dates indicated in the Schedule.
- 1.7 **“Intellectual Property”** designates, among other things but without limiting the general applicability of the following, all information, inventions, improvements, discoveries, methods, ideas and original works, or any development, software or computer program, written work or industrial design, whether or not covered by the protections afforded to copyrighted material, patents, trademarks or trade secrets, or any other form of intellectual property.

**2. COMMISSION FOR THE WORK**

- 2.1 The Partnership commissions from the Producer, who accepts and commits to delivering the Work produced entirely in accordance with the Concept and within the Budget and Schedule.
- 2.2 The Work shall be created and produced by the Producer, who assumes artistic, technical and financial responsibility for it.

**3. PAYMENT**

- 3.1 In consideration of the Producer meeting its obligations related to, without limitation, the creation, production, delivery, presentation and assignment of Intellectual Property rights in the Work, within the terms of the Schedule, the Partnership agrees to pay the following amounts to the Producer:

3.1.1 A lump sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000), plus taxes;

[Hereafter the “**Consideration**”]

3.2 The Consideration will be paid out on the following schedule upon presentation of eligible receipts:

3.2.1 50% upon signature of the agreement, specifically the sum of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000)

3.2.2 20%, the sum of SIXTY THOUSAND DOLLARS (\$60,000); DELIVERABLES TO BE DISCUSSED

3.2.3 20%, the sum of SIXTY THOUSAND DOLLARS (\$60,000); DELIVERABLES TO BE DISCUSSED

3.2.4 10% after disassembly and the submission of an activity report, statement of work, as-built technical specifications, detailed plans, budget and schedule: the sum of THIRTY THOUSAND DOLLARS (\$30,000).

#### **4. RIGHTS AND OBLIGATIONS OF THE PRODUCER AND ASSIGNMENT OF INTELLECTUAL PROPERTY**

4.1 The Producer recognizes that the Partnership owns the physical property of the primary Work and the Winner retains intellectual property rights.

4.2 The Producer recognizes that the Partnership shall be the sole holder of the totality of the Intellectual Property rights in all work completed by the Producer on architectural video projections within the terms of the present Agreement.

4.3 The Producer assigns and transfers to the Partnership, irrevocably and exclusively, as they are created and for the duration of the protection of these Intellectual Property rights, including all renewals, for the whole world and without limitation whatsoever, the totality of all rights, titles and interests that it may hold in any Intellectual Property created, conceived, made or developed by the Producer or its employees, if applicable, for the entire duration of this Agreement.

4.4 The Producer agrees to sign, on the Partnership’s request, all relevant documents, legal transactions or other materials that the Partnership may deem necessary or useful for the acquisition and protection of title and of all of the Partnership’s Intellectual Property rights.

4.5 The Producer agrees to create and produce the Work and to deliver the Services according to the Concept, as described in Appendix A, within the Budget and Schedule as described in Appendices B and C, all according to best industry practices and standards and in compliance with applicable laws and regulations and directives received from the Partnership from time to time.



- 4.6 The Producer has been selected based on the artistic and experiential merit of the Concept and of the Interveners. The Producer guarantees that all creative work on the Work will be done exclusively by the Interveners, and that all intellectual property that may be developed in the course of creating and producing the Work, or that is included in the Work, will be exclusively created by the Interveners.
- 4.7 The Producer shall provide, at its own expense, all personnel responsible for providing security on the site where the Work will be presented.
- 4.8 The Producer will submit to the Partnership a maintenance and upkeep plan, as per the Schedule indicated in Appendix A and to the satisfaction of the Partnership, and shall be responsible for the maintenance and upkeep of the Work from December 2, 2016 to January 29, 2017 until and including disassembly. It is understood that the said maintenance and upkeep plan must include, without limitation, snow removal operations, replacement of defective parts, etc., for the purpose of ensuring the proper operation of the Work.
- 4.9 The Producer shall not include in the Work any protected work belonging to a third party without first securing a valid licencing agreement for the work, subject to the prior written approval of the Partnership, at its sole discretion, and to which the Partnership is a party.
- 4.10 The Producer shall deliver reports at intervals agreed upon by the Parties, and at the Partnership's request, documenting the progress of work and adherence to the Concept, Budget and Schedule, and shall provide within a reasonable time all information required by the Partnership.
- 4.11 The Producer agrees to secure all required permits and directly pay the relevant organizations all income taxes, consumption taxes, permits or other fees as may be required in connection with the creation, production and presentation of the Work.
- 4.12 The Producer agrees to respect all laws and regulations applicable to the creation, production and presentation of the Work.
- 4.13 The Producer commits to creating a panel describing the Work, including applicable credits, subject to the prior approval of the Partnership, with a view to the exportation of the work.
- 4.14 Upon the Partnership's request, the Producer shall supply the information required for the Partnership to produce promotional materials for the presentation of the Work.
- 4.15 Upon the Partnership's request, the Producer shall participate in promoting the Work and ensure that the Interveners participate, subject to their availability, in promotional activities related to the Work.
- 4.16 The Producer has sole responsibility for dismantling the Work at the end of its presentation as indicated in Appendix C of this Agreement. The Parties shall coordinate storage of materials in a shipping container.

- 4.17 For a period beginning with the signing of the present Agreement and ending three (3) years after that date, the Producer shall not work, directly or indirectly, on any work or project to be presented in the provinces of Quebec or Ontario whose nature is inspired by or substantially identical to the Work (whose nature is defined in Appendix A of the present agreement).

## **5 PRODUCER'S REPRESENTATIONS AND GUARANTEES**

5.1 The Producer represents and guarantees to the Partnership as follows:

- 5.1.1 The Producer is properly constituted, authorized and qualified to create and produce the Work and to deliver the Services as per the terms of the present Agreement;
- 5.1.2 There is no litigation, lawsuit or dispute, whether in progress or potential, against or affecting the Producer;
- 5.1.3 The Work constitutes an original work, never previously presented;
- 5.1.4 The Work constitutes and shall remain a unique work, its physical property belonging exclusively to the Partnership;
- 5.1.5 The Work, including all intellectual property rights in it, will be created solely by the Interveners. The participation of any subcontractor, or other representative of the Producer, in the course of their employment or contract, whichever applies, must receive the prior written approval of the Partnership and shall be subject to the terms of the present Agreement. The Interveners, employees, subcontractors or other representatives of the Producer having received this prior written approval of the Partnership will thereby transfer and assign to the Producer all of their rights, titles and interest in all intellectual property rights in the Work;
- 5.1.6 The Work and the Services shall infringe no law, regulation or third-party right, including, without limitation, the violation of third parties' intellectual property rights;
- 5.1.7 There is no other contract or other fact that could hinder, limit or disrupt the execution of this Agreement and the free exercise of the rights and interests acquired by the Partnership by virtue of this Agreement;
- 5.1.8 No person other than the Partnership shall have any rights, title or interest in the Work.

## **6. PARTNERSHIP'S OBLIGATIONS**

- 6.1 The Partnership is under no obligation to present the Work, whether in the Quartier des Spectacles or elsewhere. The Partnership may request, subject to written notice to the Producer, that the Work, deliverables or Services be modified. If the Producer deems that the modifications requested by the Partnership will have an impact on the Consideration payable by the Partnership under the terms of the present Agreement, the Producer shall transmit to the

Partnership, within five (5) days of receipt of the aforementioned notice, a proposal in connection with the change request. The Partnership will inform the Producer, within five (5) days of receipt of the Producer's proposal, of its acceptance or rejection of said proposal. If the Producer does not deliver its proposal to the Partnership within five (5) business days of receiving the Partnership's written notice, the Producer will be deemed to have agreed to the changes requested by the Partnership, without any additional remuneration being payable by the Partnership. To be as clear as possible, the Parties agree that no additional funds will be paid by the Partnership except by the Partnership's prior written approval as per the procedure described in the present article.

- 6.2 The Partnership holds exclusive, perpetual and irrevocable rights to exploit the Work in any manner, including rental, sale, adaptation for export, production of a video or audio capture, transmission of such capture by telecommunication, development of derivative products based on the Work, association of the Work with goods or services as part of a sponsorship, or other means, it being understood that the Partnership shall not produce nor cause to have produced a second, identical physical copy of the Work without the prior written approval of the Producer. The artists understand that adaptations to the Work could be required for export purposes, and as a consequence the artists agree to validate such adaptations.
- 6.3 The Partnership will have the right, after the passage of eight (8) months following the signing of the present Agreement, to dismantle and destroy the Work in whole or in part.

## **7. INSURANCE**

- 7.1 The Producer guarantees and holds harmless the Partnership and the Ville de Montréal (hereafter referred to jointly as the "Co-insured") from all claims and damages of any nature whatsoever caused by the Producer, its employees, agents or representatives in connection with the Work, including the installation, presentation and dismantling of the Work.
- 7.2 At least thirty (30) days before the start of the Event, the Producer shall obtain at its own expense, and keep valid, a liability insurance policy with minimum coverage of five million dollars (\$5,000,000) for bodily injury and property damage in which the Co-insured must be named as co-insured. This insurance policy must protect the Producer and the Co-insured for the entire duration of the Producer's access to the site, including access before, during and after the Event. This insurance policy must include the rider supplied by the Co-insured, a copy of which is attached to the present document as Appendix D.

## **8. CREDITS**

- 8.1 The following credits will be displayed, in a size and location to be determined by the Partnership:
- "Created and produced with the support of the Quartier des Spectacles Partnership"
- "Created by XXXXXXXXXXXXXXXX"
- "Produced by XXXXXXXXXXXXXXXX"

## **9. COMMUNICATIONS AND CONFIDENTIALITY**

- 9.1 All public communications related to the Work, for any purpose, will be managed exclusively by the Partnership.
- 9.2 The Producer agrees to make no public announcements or declarations, and to grant no interviews of any type whatsoever, by any means whatsoever, without the prior written consent of the Partnership.
- 9.3 All information pertaining to the Work is confidential until its release by the Partnership.

## **10. COMPENSATION**

- 10.1 The Producer agrees to compensate the Partnership, the Ville de Montréal and their directors, managers and employees, and any other person acting on their behalf, and will take up the defence of the Partnership and the Ville de Montréal with respect to any damages suffered by the Partnership, the Ville de Montréal and their directors, managers and employees and any other person acting on their behalf, resulting from:
  - 10.2 Any violation by the Producer of its representations and guarantees, any failure of the Producer to meet an obligation specified in the present Agreement or resulting from any failure of the Producer to respect an obligation under an applicable law, including, without limitation, an obligation on the part of the Producer with respect to its employees, consultants, legal representatives, subcontractors or other representatives acting on its behalf within the scope of the present Agreement;
  - 10.3 All claims from third parties alleging that all or any part of the Work violates a third party's intellectual property rights;
  - 10.4 Any property damage or any injury or death resulting from negligence, error or omission on the part of the Producer or any of its employees or other persons acting on its behalf.

## **11. DEFAULT AND TERMINATION**

- 11.1 The Partnership may terminate the present Agreement should the Producer fail to meet any of its obligations under the terms of the present Agreement and fail to correct such failure within seven (7) days of the presentation of written notice from the Partnership to that effect.
- 11.2 The Partnership may, at any time and at its sole discretion, terminate the present Agreement.
- 11.3 The Partnership may terminate the present Agreement upon written notice to the Producer in the following cases affecting the Producer: (i) an assignment, composition or similar arrangement with its creditors; (ii) seizure or sequestration of its property; (iii) filing of a petition in bankruptcy, declaration of insolvency or discharge of debtors or the commencement of proceedings related to bankruptcy, insolvency or the discharge of debtors; (iv) commission of an act of bankruptcy or

the threat of committing such; or (v) the liquidation or dissolution of the company in compliance with an order from a court of competent jurisdiction.

11.4 In case of termination under article 10.2, the Producer shall be entitled only to the payment of reasonable professional fees incurred by the Consultant up to the date of termination (to a maximum equal to the next instalment due under the terms of this Agreement).

11.5 In case of termination for any reason, the Partnership may pursue the production and presentation of the Work, on its own or with a third party. The Producer shall deliver to the Partnership all relevant documentation and all deliverables whether whole or partial, complete or incomplete, and will provide the Partnership a written declaration signed by an authorized representative attesting that the Producer has met this obligation.

## **12. DISPUTES**

12.1 Any litigation or dispute in connection with the present Agreement shall be brought before the appropriate court in the judicial district of Montreal, to the exclusion of any other competent court.

## **13. GENERAL PROVISIONS**

13.1 The Appendices to this Agreement are an integral part of it. In case of discrepancy, the terms of the Agreement take precedence over those of the Appendices or of any other document produced by the Parties.

13.2 None of the terms of this Agreement have the effect of creating a corporation or consortium comprised of the Partnership and the Producer, and neither of these entities is the other's legal representative, and shall not represent themselves as such to third parties.

13.3 The Producer guarantees that it does not have and will not acquire any direct or indirect interest that could be in conflict of interest, in any manner whatsoever, with the performance of its obligations under the present Agreement.

13.4 The Parties understand that nothing in the present Agreement can be interpreted as conferring on the Producer any form of exclusivity in the delivery of a work. The Producer recognizes that the Partnership is free to produce, or commission from a third party, any work at any time.

13.5 The Agreement, and particularly its interpretation, execution, application, validity, effects and termination, is subject to the applicable laws and regulations of the province of Quebec.

13.6 The Producer may not assign its rights, titles and obligations under this Agreement to any third party without the prior written consent of the Partnership.

- 13.7 The Agreement is a contract for services in the sense of article 2098 and subsequent articles of the *Code civil du Québec*.
- 13.8 The Parties agree to take all actions and sign all necessary documents related to the Agreement to give it full effect.
- 13.9 The Agreement constitutes the entire agreement between the Parties, to the exclusion of all other documents, promises or oral contracts that may have been executed prior to its signing, including during the negotiations preceding the full execution of the Agreement.
- 13.10 Any modification to the Agreement must be recorded in writing and signed by both Parties, failing which the modification shall be null and void.
- 13.11 The failure of either Party to require the other Party to adhere strictly to one or another of its obligations under this Agreement shall not be interpreted as the renunciation or abandonment by that Party of its future recourses, it being likewise understood that the Parties remain bound by all such obligations and that each Party's rights and recourses remain unchanged.
- 13.12 The Agreement is binding upon the Parties and their heirs, successors, assignees, representatives and assigns.
- 13.13 The headings serve only to facilitate reading of this document and shall in no way limit the specific terms of the Agreement.

**FINAL DECLARATIONS**

The Parties expressly declare and recognize that this Agreement and its contents have not been imposed by either party, but rather that the entire Agreement has been freely discussed between the Parties.

Each Party has obtained adequate explanations of the nature and scope of each provision of the present Agreement, and has had the opportunity to have these provisions examined by independent legal counsel, and declares their satisfaction with the clarity and comprehensibility of the provisions.

SIGNED AT MONTREAL, on this \_\_\_\_\_

**QUARTIER DES SPECTACLES  
PARTNERSHIP**

**XXXXXXXXXXXXX INC.**

\_\_\_\_\_  
Jacques Primeau  
Chairman  
Authorized representative

\_\_\_\_\_  
Name:  
Title:  
Authorized representative

## INTERVENTION(S)

REPEAT FOR ADDITIONAL INTERVENERS

NAME, residing at ADDRESS, is an intervener to the present Agreement, and declares having read it and being satisfied with its terms, and accepting its contents, and makes the following declarations and commitments:

1. The Agreement is concluded in consideration of the Intervener's particular personal and professional qualities. The fulfillment of the Producer's obligations personally by the Interveners is, for the Partnership, a prerequisite to the conclusion of the Agreement.
2. The Intervener guarantees and personally pledges to fulfill each and every obligation and reiterates all representations, declarations and guarantees of the Producer under the terms of the Agreement including, without limitation, the right of the Partnership to destroy the Work, as if the Intervener had personally made these same commitments, and stipulates that in case of the Producer's failure to meet any obligation, declaration or guarantee, or in case of the Producer's bankruptcy or otherwise ceasing operations, the Partnership may, by right, require the Intervener directly to meet these obligations, declarations and guarantees, all without prejudice to the rights and recourses of the Partnership against the Producer, including its successors or other legal representatives.
3. To the extent that the Intervener holds any intellectual property rights in the Work, the Intervener irrevocably assigns by these presents all such rights to the Producer to the full extent required for the Producer to meet its commitments to the Partnership.
4. The Intervener authorizes the Partnership to use the Intervener's identifying elements including their name, whether real or pseudonymous, photograph, biographical notes and, more generally, any representation of the Intervener's image or likeness in relation with the Work.
5. The Intervener agrees to complete and sign, at the Partnership's request, any document necessary to confirm or give effect to the present Agreement or this Intervention, and to undertake any other act that may be required by the Partnership in order to recognize or give full effect to the present Agreement or this Intervention.

SIGNED AT MONTREAL, this \_\_\_\_\_

\_\_\_\_\_  
Name:  
Intervener



APPENDIX A  
CONCEPT, DELIVERABLES AND SERVICES

APPENDIX B

BUDGET

APPENDIX C

SCHEDULE

APPENDIX D  
INSURANCE RIDER



**INSURANCE RIDER – RESPONSIBILITY OF THE VILLE DE MONTRÉAL**

**1 INSURER**

Name		
Address	Postal code	Telephone

**2 INSURED - EVENT PROMOTER**

Name		
Address	Postal code	Telephone

The present document certifies to:

**The VILLE DE MONTRÉAL** (the Co-insured) that the insurance coverage listed in the table below is in effect at this date and that the Co-insured and its employees, municipal council and executive committee, including the Quartier des Spectacles Partnership, are named as co-insured, it being nevertheless understood that this rider is limited to the following project:

<b>Description of event:</b>		
<b>Dates of site occupation:</b>	Start (D / M / Y)	End (D / M / Y)

**TABLE OF INSURANCE COVERAGE**

Nature and scope of policy or policies	Policy N°	Expiration D / M / Y	Limit of liability
<b>Civil liability of companies (except automobile)</b> Guarantee of scope at least equal to that defined in Guarantee A – Personal injury, property damage and/or loss of use – from the standard language recommended by the Insurance Bureau of Canada in its form #2100.			<b>All damages combined</b> \$5,000,000 per claim \$5,000,000 per insurance period
<b>Civil liability – automobile</b> Plan for non-owners			\$5,000,000 per claim

The above insurances are also subject to the following conditions:

**1. Civil liability of companies**

The standard language mentioned above is that in effect at the date the policy comes into force or, if applicable, at the date of the most recent renewal preceding the occurrence of the damages subject to the claim. The present endorsement includes clauses limiting the guarantee amounts, with the effect of reducing the amounts available for incidents occurring while the policy is in effect.

The exclusions include liability resulting from the delivery of professional services, including the creation or approval of maps, plans, studio or other drawings, surveys, reports, expert opinions, studies, site instructions, modifications, statements of work or specifications.

The deductible stipulated in the policy, if applicable, does not apply to the Co-insured, its employees, the members of the municipal council or the executive committee, members of borough councils, or the Quartier des Spectacles Partnership.

**2. Civil liability, automobile – non-owners**

The guarantee is governed by the standard text approved by the inspector general of financial institutions of the province of Quebec and applicable at the time of incident.

Except as regards the reduction of limits following a covered incident, the insurer agrees to deliver to the Co-insured's registrar, by certified or registered mail, to 275 Notre-Dame Street East, Montreal, H2Y 1C6, thirty (30) days' written notice of any reduction or cancellation of the insurance policy or policies.

All other clauses of the policy or policies remain unchanged.

This rider takes effect on \_\_\_\_\_ at 12:01 a.m. standard time at the address of the insured.  
Day / Month / Year

Date: \_\_\_\_\_ Signature of insurer \_\_\_\_\_  
Day / Month / Year