

Master services agreement (the “**Agreement**”) dated as of [date] (the “**Effective Date**”)

BETWEEN: **TELEFILM CANADA**, a Crown corporation duly established under the *Telefilm Canada Act*, as amended, having its head office at [360 Saint-Jacques Street, Suite 500, Montreal, Quebec, H2Y 1P5], represented by [name, title] duly authorized hereby as representing the corporation;

(“**Telefilm**”)

AND: [COMPANY NAME], a company duly incorporated under the [title of company's incorporation act] having its head office at [street address, city, province, postal code, country], represented by [name, title] duly authorized hereby as representing the company;

(the “**Contractor**” and, collectively with Telefilm, the “**Parties**”)

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

1. **Services**

1.1. Description of Services. The Contractor agrees to supply and diligently perform for Telefilm, according to industry standards and to Telefilm's satisfaction, “[indicate main type of services]” services, as more fully described in Appendix A hereto if applicable, (the “**Services**”) for the duration of and under the terms set forth in the Agreement. The fact that the Services are rendered by “[name of person rendering the services]” is an essential consideration of this Agreement. Any such person may not be replaced by another person without the prior written consent of Telefilm.

1.2. Subcontract. The Contractor shall not engage a subcontractor to perform the Services without the prior written consent of Telefilm. Should Telefilm agree, the Contractor shall nonetheless: (i) ensure that any such authorized subcontractor be bound by a subcontract incorporating all provisions set forth herein which shall apply taking into account any required modifications; and (ii) remain liable for the performance of the Services by any such authorized subcontractor in compliance with this Agreement.

1.3. Code of Conduct for Telefilm Canada's Business Partners. The Contractor declares having read and understood the [Code of Conduct for Telefilm Canada's Business Partners](#), accepts to be bound by its provisions and undertakes to respect it.

2. **Term and Termination**

2.1. Term. Subject to subsection 2.2 hereof, this Agreement takes effect on the Effective Date and ends on [end date]. Any renewal of this Agreement after expiry of the term is subject to negotiation between the Parties and must be evidenced in writing.

2.2. Termination. Notwithstanding subsection 2.1 hereof, Telefilm may terminate this Agreement upon the occurrence of any of the following events:

- a) if the Contractor fails to remedy a breach of any of its contractual obligations under this Agreement or under any other agreement with Telefilm, within [5] days of receipt of written notice to this effect from Telefilm;
- b) without notice or delay, if the Contractor becomes insolvent or bankrupt, or reorganizes its business within the meaning of the *Bankruptcy and Insolvency Act* (Canada), or if it takes steps or steps are taken against it for its winding-up or dissolution, or if a receiver or trustee is appointed for its property;
- c) without notice or delay, in the case of fraud, wilful misrepresentation or gross negligence by the Contractor;

- d) without notice or delay, in the event of any situation that may, in Telefilm's sole opinion, harm the Contractor's and/or Telefilm's reputation; or
- e) without notice or delay, if Telefilm becomes subject to a merger, amalgamation or dissolution, or otherwise ceases to exist for any given reason.

In addition to the above and without limiting the right of Telefilm to terminate this Agreement to the full extent permitted by law, Telefilm may, by giving written notice to the Contractor, terminate this Agreement or part of this Agreement. Once such a notice of termination is given, the Contractor must comply with the requirements of the termination notice. If this Agreement is terminated in part only, the Contractor must proceed to complete any part of the Services that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

2.3. Effects of Termination. If Telefilm terminates this Agreement pursuant to paragraphs a), b), c) or d) of subsection 2.2 hereof, the Contractor will be liable to Telefilm for all losses and damages suffered by Telefilm because of the default or occurrence upon which the termination was based.

In addition, upon any case of termination of this Agreement: (i) the Contractor will have no claim for damages, compensation, loss of profit, interest or allowance arising out of the termination; (ii) the Contractor agrees to repay immediately to Telefilm the portion of any advance payment provided by Telefilm for Services not yet performed by the Contractor as of the effective date of the termination; (iii) Telefilm's obligations and responsibilities to the Contractor shall be limited to the amount owed to the Contractor as at the effective date of the termination, without other compensation; and (iv) both Parties shall continue to comply with rights and obligations which by their nature shall survive the expiration or termination of this Agreement, in accordance with subsection 9.6 hereof.

3. Cost of the Services

3.1. Consideration. In consideration of the Services rendered, Telefilm agrees to pay to the Contractor a maximum total amount of "insert amount", plus all applicable taxes, according to the schedule of work (the "Schedule") appearing in Appendix A hereto. Each payment (or the sole payment, as the case may be) shall be payable by Telefilm in accordance with the Schedule within 30 days of receipt of a detailed invoice to this effect.

3.2. Expenses. Telefilm agrees to pay the reasonable and admissible portion of expenses incurred by the Contractor for travel outside the Metropolitan Montreal area undertaken at Telefilm's written request. Telefilm shall be responsible for coordinating the Contractor's business travel, including planes, hotels and ground transportation. The expenses shall be reimbursed on the basis of the policies and procedures in force at Telefilm. The Contractor must provide Telefilm with a copy of the bills for expenses for which reimbursement is claimed.

3.3. Payment by Direct Deposit. The Contractor authorises Telefilm to make all payments due under this Agreement by way of direct deposit into the Contractor's bank account as specified in Appendix B and acknowledges being solely responsible for the accuracy of the banking information provided to Telefilm. The Contractor guarantees being the beneficiary of the bank account specified in Appendix B and undertakes to inform Telefilm as soon as possible in writing of any changes to this banking information. Telefilm shall incur no liability for any delay, inconvenience, expense or other loss arising as a result of incomplete or incorrect information provided by the Contractor. A notice via email will be sent by Telefilm to the following email address to confirm that the transaction has been processed: [email address].

3.4. Contractor as Payee. Any payment hereunder will be made to the Contractor as "payee". Telefilm shall not be responsible for paying any amounts due to any other person. The Contractor shall be responsible to make any such payments to any of its employees and, as applicable, any authorized subcontractors, agents, representatives and mandataries (collectively, the "Personnel"). The Contractor shall be responsible for the payment and remittance of all applicable taxes, tariffs and duties, including withholding, value added, stamp, income, and any other similar charges assessed by any government authority with respect to the Services rendered by the Contractor.

3.5. No Benefits. The Contractor and its Personnel may not claim or require from Telefilm any benefit available to Telefilm employees, including but not limited to any of the following: salary, vacation pay, overtime pay, sick leave, maternity/paternity leave, parental leave, statutory notice of termination, pay in lieu of statutory notice of termination, reasonable notice of termination, pay in lieu of reasonable notice of termination, severance pay, insurance and invalidity plans, pensions, health care, dental care, worker's compensation benefits or any other benefit available to Telefilm employees.

4. Representations and Warranties

4.1. The Contractor represents and warrants the following to Telefilm:

- a) it is a duly incorporated company existing under its Act of incorporation;
- b) it is in compliance with all applicable laws governing its existence;
- c) it has the requisite authority and capacity, and has been duly authorized, to sign this Agreement;
- d) the signature of this Agreement and the performance of the related obligations do not violate the Contractor's statutes, its regulations or any act, contract or agreement to which it is subjected or by which it is bound;
- e) it is in accordance and in compliance with, and agrees to respect, all laws, regulations, ordinances, decrees or other binding statutory instruments affecting or governing the Contractor and the Services (collectively, the "**Applicable Laws**");
- f) it has the necessary qualifications, expertise, experience, human resources (including Personnel) and material required to provide the Services consistent with the terms and conditions of this Agreement;
- g) it implements and maintains quality assurance systems and other applicable standard operating procedures, and it will proceed to the on-going monitoring of the performance of the Services (including, as applicable, of any part of the Services subcontracted to any Personnel) to confirm that they are performed in strict compliance with the provisions set forth in this Agreement;
- h) it holds all necessary permits, licences and authorizations to provide the Services, as applicable;
- i) it is in good standing with all regulatory bodies in its field, as applicable;
- j) it has taken out and will maintain for the entire duration of this Agreement, proper and valid insurance policies that conform to industry standards, including a general civil liability insurance policy and, if relevant to the Services, a professional liability insurance for errors and omissions; and
- k) it is not a party to, or involved in, any pending, threatened or instituted cause of action or legal proceeding of any kind, before any court, tribunal, or other competent authority, including without limitation against Telefilm, the Government of Canada and/or any other federal corporation, body and/or agency.

The Contractor will notify Telefilm should any of the foregoing representations and warranties become inaccurate or no longer true, accurate or applicable.

5. Indemnification

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

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

6. Audit and Records

6.1. Audit. The Contractor agrees and consents that Telefilm shall have the right at all times during the term of this Agreement, and for three (3) years after the expiry of the term or the termination of this Agreement, to examine any and all of its books, files and other documents relating to the Services, this Agreement, the Contractor and/or any legal entity which, in Telefilm's opinion, is a related party to the Contractor within the meaning of the CPA Canada Handbook (as that definition may be amended, supplemented or replaced from time to time, and as that definition may be adapted by Telefilm), and to make or receive extracts of these documents or to have them audited by an auditor of Telefilm's choosing. On reasonable notice to the Contractor, Telefilm shall, at its sole discretion, exercise its audit rights: (i) at the Contractor's place of business or any other place determined by Telefilm after consultation with the Contractor; and/or (ii) by receiving from the Contractor at an office of Telefilm any information or excerpts from documents requested by Telefilm. The payment by Telefilm for any Services rendered, or the expiry of the term or the termination of this Agreement, shall not limit Telefilm's rights to audit.

6.2. Records. The Contractor shall retain copies of the data collected and records generated during the performance of the Services, as well as any other document essential for evaluating the conduct of the Services. At the end of the term or the termination of this Agreement, the Contractor will notify Telefilm of its intention to destroy or erase such information, records and other documentation. The Contractor shall not destroy or erase such information, records and other documentation until authorized in writing by Telefilm.

7. Ownership Rights

7.1. Ownership and Assignment of Rights. In exchange for the consideration set forth in section 3 above, the Contractor, its employees, agents, representatives and mandataries hereby assign and agree to assign to Telefilm all rights, titles and interests in the deliverables provided to Telefilm in accordance with this Agreement including, but not limited to, any reports, presentations or documents (the "**Deliverables**"). The Contractor agrees to sign and, as applicable, to have its employees, representatives or mandataries sign, at Telefilm's request, any document deemed necessary by Telefilm to establish ownership.

Notwithstanding the foregoing, the Contractor retains all rights (including, where applicable, copyrights) to: (i) all methodologies, know-how, knowledge, applications and software (except to the extent that such applications and software are identified as deliverables) developed by the Contractor prior to or during the performance of the Services; (ii) all interim and provisional deliverables; and (iii) general elements of style, design, artwork and graphics and content of general application included in deliverables not specific to Telefilm or the Services (the items listed in (i), (ii) and (iii) are collectively, the "**Contractor Property**").

To the extent that any Contractor Property is contained in any of the Deliverables, the Contractor hereby grants Telefilm a royalty-free, fully paid-up, non-exclusive, worldwide, perpetual and irrevocable license to use such Contractor Property for business purposes.

For greater clarity, the rights granted to Telefilm by the Contractor herein include the right for Telefilm to use, reproduce, publish or communicate, in whole or in part, by any means and in any media whatsoever, the Deliverables or excerpts thereof.

Further, the Contractor irrevocably authorizes Telefilm to reference the Contractor as the entity having performed the Services and/or as the author of the Deliverables in any public communications and documents.

7.2. Telefilm Intellectual Property. The Contractor does not and will not, by virtue of this Agreement, or the performance of the Services, have any implicit or explicit right in any patent, copyright, trademark or trade

secret owned by Telefilm (collectively, the “**Telefilm Intellectual Property**”). The unauthorized use of the Telefilm Intellectual Property by the Contractor may lead to prosecution.

8. Confidentiality, Privacy and Disclosure of Information

8.1. Confidential Information. The Contractor acknowledges that, under this Agreement, certain confidential information relating to the operations and business of Telefilm and its clients could be conveyed to it. Any information, verbal, written, printed, graphic, computerized or in any form or on any support whatsoever, be it in draft or final form, be it identified or not as confidential, which is supplied to the Contractor, or to which the Contractor has access, constitutes confidential information (collectively, the “**Confidential Information**”) and remains the exclusive property of Telefilm or of its clients, as the case may be.

Therefore, the Contractor agrees to limit and restrict its use of the Confidential Information to what is strictly required to provide the Services. The Contractor further agrees that no Confidential Information will be disclosed to any person, business or corporation whatsoever at any time during and following the term of this Agreement without the prior written authorization of Telefilm. Moreover, the Contractor agrees not to use the Confidential Information for its own profit, nor to allow anyone to use the Confidential Information at any time during and following the term of this Agreement. In addition, the Contractor must not permit the reproduction, in any form, of the Confidential Information, in part or in whole, without first obtaining written authorization from Telefilm and taking all appropriate measures to keep the information confidential. The Contractor agrees to bind in writing its Personnel involved in performing the Services by these confidentiality obligations.

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

The Contractor also agrees to notify Telefilm in writing immediately when the disclosure of Confidential Information is required under any law, regulation, or order by a court or other competent judicial or regulatory body. In such situations, the Contractor agrees to cooperate with Telefilm to enable Telefilm to object to such disclosure, in whole or in part, and/or to take any and all measures necessary in order to restrict such disclosure in any manner.

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

Upon the termination or expiration of this Agreement, the Contractor agrees to deliver forthwith to Telefilm any Confidential Information, material, books, reports, computerized reports, invoices, client lists and other documents, as well as any copies thereof, on any support whatsoever, belonging to Telefilm that the Contractor may have in its possession by virtue of this Agreement, as applicable, and/or, upon request at any time by Telefilm, destroy the Confidential Information in its possession.

8.2. Access to Information and Privacy. This Agreement, and any information, in any form, provided, obtained, created, or communicated by the Contractor to Telefilm, are subject to the *Access to Information Act* (Canada) and the *Privacy Act* (Canada). The Contractor acknowledges that Telefilm is required to handle such information and any Confidential Information in accordance with the provisions of the *Access to Information Act* and the *Privacy Act*. The Contractor agrees to comply with any requirement established by Telefilm that is required to ensure that Telefilm meets its obligations under these acts and any other legislation in effect from time to time.

8.3. Sharing of Information. The Contractor authorizes Telefilm to discuss and disclose any information concerning any aspect of this Agreement, the Services and the Contractor with any third party connected (in

Telefilm's sole opinion) with this Agreement, the Services and the Contractor, including, but not limited to, auditors, legal counsels, the Canada Media Fund, the Department of Canadian Heritage and other governmental entities (collectively the "**Entities**"). The Contractor further authorizes said Entities to discuss and disclose to Telefilm any information concerning any aspect of the above.

8.4. Web Disclosure. The Contractor consents and authorizes Telefilm to disclose certain elements of this Agreement on its website, as needed, including the name of the Contractor, the nature of the Services, the total amount of the consideration and the term of this Agreement.

9. General Terms

9.1. Conflict of Interest. The Contractor agrees to disclose to Telefilm, without delay, any situation or event having the effect of placing it directly or indirectly in a situation of real, potential or apparent conflict of interest with Telefilm or a Telefilm client.

9.2. Telefilm Policies. The Contractor agrees to comply with and respect all applicable Telefilm policies, guidelines, rules and internal procedures during the performance of the Services. In the event the Contractor must work on Telefilm premises, the Contractor specifically agrees to comply with the *Occupational Health and Safety Policy*, the *Policy on Respect in the Workplace: Preventing and Regulating Harassment and Violence*, and any other health and safety rules required by Telefilm from time to time; it being understood that the Contractor and its Personnel shall not be entitled to the benefits and compensation set out in the *Occupational Health and Safety Policy*, which are reserved exclusively for Telefilm employees.

9.3. Information Obligation. The Contractor agrees to notify Telefilm in writing immediately following the discovery of an unauthorized use or disclosure of any Confidential Information, of a possible violation of any provision of this Agreement, or in the event of any proceedings for bankruptcy or insolvency brought by or against the Contractor. In such situations, the Contractor agrees to take all measures necessary in order to regain control and possession of any Confidential Information, and to prevent further unauthorized use or disclosure in the future.

9.4. Time of the essence. Time is of the essence of this Agreement.

9.5. Notices. Any communication to the Contractor in connection with this Agreement may be sent to the Contractor's mailing address noted on the first page of this Agreement, the email address noted in section 3 of this Agreement or any other email address used by the Contractor from time to time to communicate with Telefilm. Any communication by electronic means is deemed delivered on the day it is sent if sent during normal business hours, or otherwise on the next business day.

All legal demands or notices to Telefilm shall be in writing and shall be sent by e-mail to the following address: legal@telefilm.ca.

9.6. Survival. The provisions of this Agreement set forth in sections 5 (Indemnification), 6 (Audit and Records), 7 (Ownership Rights), 8 (Confidentiality, Privacy and Disclosure of Information), and subsections 9.5 (Notices), 9.7 (Entire Agreement), 9.8 (No Exclusivity), 9.12 (Assignment), 9.13 (Amendment) and 9.17 (Laws), and any other right or obligation of the Parties in this Agreement which, by its nature, should survive the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement, as applicable.

9.7. Entire Agreement. Once executed by the Parties, this Agreement shall constitute, with its appendices, the entire agreement between Telefilm and the Contractor as to those specific Services.

9.8. No Exclusivity. For the sake of clarity, nothing in this Agreement shall be construed to prevent Telefilm from itself performing or from acquiring services from other providers that are similar to or identical to the Services.

- 9.9. Independent Entrepreneur.** This Agreement does not constitute and shall not be construed as an agency, partnership or employment relationship between the Parties, each one acting as an independent entrepreneur. The Contractor shall be solely responsible for the manner and way in which the Services are performed. For greater certainty, the Contractor has no authority to commit, act for or on behalf of Telefilm or to bind Telefilm to any obligation or liability.
- 9.10. Cumulative Rights.** All of Telefilm's rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by Telefilm of any right or remedy does not preclude the exercise by Telefilm of any other rights or remedies that may now or subsequently be available at law, in any other agreement between the Parties, or otherwise.
- 9.11. No Waiver.** The failure by Telefilm to insist on the complete performance of any of the undertakings or obligations contained in this Agreement, or to exercise any of its rights provided for in this Agreement, shall not be construed as a future waiver of such right or of the complete performance of such undertaking or obligation. No waiver by Telefilm shall be valid unless set forth in writing and such waiver shall apply only to the rights and circumstances expressly mentioned therein.
- 9.12. Assignment.** The Contractor may not assign to anyone its rights and obligations under this Agreement nor delegate the performance of any of its duties hereunder or thereunder without Telefilm's prior written consent.
- 9.13. Amendment.** This Agreement may not be amended, changed or modified except by agreement in writing executed the Parties.
- 9.14. Severability.** The invalidity of a provision or part of a provision of this Agreement shall not nullify the other provisions or part of provisions, which shall remain in force, in whole or in part.
- 9.15. Further Assurances.** The Parties agree to do and sign or cause to have done or signed from time to time, all other deeds, documents, instruments or things that Telefilm may reasonably request for the purpose of giving effect to this Agreement.
- 9.16. Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which so executed shall be deemed to be an original and together shall constitute one and the same instrument. Delivery of an executed copy of a signature page to this Agreement by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement, as applicable, and shall bind the Parties.
- 9.17. Laws.** This Agreement shall be subject and interpreted according to the laws of the Province of Quebec and the federal laws of Canada applicable therein, and the courts of the Province of Quebec shall have exclusive jurisdiction to resolve any dispute between the Parties.
- 9.18. Language.** It is the express wish of the Parties that this Agreement be drawn up in English. *Les parties aux présentes ont expressément exigé que les présentes et que tout énoncé de travail soient rédigés en langue anglaise.*

(Signature page follows)

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

TELEFILM CANADA

By:

Name: [Name of signatory]

Title: [Title of signatory]

And by:

Name: [Name of signatory]

Title: [Title of signatory]

[COMPANY NAME]

By:

Name: [Name of signatory]

Title: [Title of signatory]

INTERVENTION

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

Signed on [date]

By:

Name: [Name of natural person rendering the Services]

Title: [Title of natural person rendering the Services]

APPENDIX A DESCRIPTION OF THE SERVICES

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

"to complete"

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

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

CONSIDERATION

[to complete, add lines as needed]

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

APPENDIX B
BANKING INFORMATION FOR DIRECT DEPOSIT

Name of financial institution

Name of branch or branch address

X	X	X
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Transit No.

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Institution No.

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Account No.