***This is not a legal document.*** *The official version of this agreement is drawn up in French. The following is a courtesy translation provided for informational purposes only. In the event of incompatibility between the French version and its English translation, the French version shall prevail. The original French version of this document can be accessed here:* [*https://www.cqam.org/wp-content/uploads/2019/02/Contrat\_type\_artiste\_programmeur.pdf*](https://www.cqam.org/wp-content/uploads/2019/02/Contrat_type_artiste_programmeur.pdf)

**CONTRACT BETWEEN AN ARTIST AND A PROGRAMMER**

**Names of the Parties**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address (cont’d.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
GST no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PST no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hereinafter referred to as the “Artist”**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address (cont’d.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly represented by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
GST no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PST no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hereinafter referred to as the “Programmer”**

**The Artist and Programmer are hereinafter referred to collectively as the “Parties.”**

**1 Purpose of Contract**

The Artist retains the services of the Programmer for the realization of a work of the artist (hereinafter called the "Work") under the conditions set out in this contract.

**2 Delivery
2.1** The Programmer will complete the following work:

**2.2** The schedule will be as follows:

**3 Equipment and Software**

**3.1** The following equipment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

will be provided by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3.2** The following software: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

will be provided by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4. Rights to the work of the programmer**

**4.**1 The programmer grants a perpetual license to the artist for the work entitled: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for the following use:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4.2** The artist will give the programmer a programming credit for each presentation of the work. The programmer may waive this credit by notifying the artist in writing.

**5. Remuneration**

**5.1** This contract corresponds to\_\_\_\_\_\_\_\_ hours of paid work at $ \_\_\_\_\_\_\_ per hour, totaling $ \_\_\_\_\_\_\_\_\_\_\_\_.

The programmer is responsible for respecting this estimate to a reasonable extent. If the planned number of hours exceeds the agreed amount, they will be billed extra at the same hourly rate.

**5.2 Payment dates:**

upon signature of the contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

at the end of the contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

other terms (specify): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6. Delivery of files and documents**

**6.1** The programmer agrees to give the artist the work as it is completed and to transmit all the files and documents produced at the end of the contract within \_\_\_\_\_\_\_\_ days.

**7 Conflict resolution**

**7.1** The Parties shall attempt, in good faith and using reasonable efforts, to amicably resolve all disputes arising from or in relation to the Contract.

**7.2** If the Parties are unable to resolve the dispute amicably, the matter shall be settled by arbitration, conducted by a single arbitrator, under the rules provided in the *Québec Code of Civil Procedure*.

**7.3** The Parties do not have to resort to arbitration to file a motion for an injunction, for proceedings that may be brought before the Small Claims Division or to terminate the Contract.

**8 Contract termination**

**8.1** Should one of the Parties fail to comply with any one of the conditions set out in the Contract, the other Party may terminate the Contract on those grounds alone.

**8.2** The Party who wishes to terminate the Contract must first send the other Party written notice requiring the breach of Contract be remedied within a reasonable period of time.

**8.3** If the breach is not remedied by the end of said period, the Party who sent the first notice must send a second written notice stating that the Contract is terminated.

**8.4** The Contract will be terminated in the event of force majeure beyond the control of the Parties.

**9 Applicable law and judicial district**

This contract shall be governed by the laws in force in Québec. In the event of a dispute, the Parties agree to elect domicile in the judicial district of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Signed in two copies in** (city) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **on** (date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[signature] **Programmer** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signature] **Artist** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Parties agree that the present agreement shall be drafted in English. Les parties aux présentes conviennent que l'entente sera rédigé en anglais.