

RULES

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

CREATION OF A PARTICIPATORY WORK AND ARCHITECTURAL PROJECTIONS ON
THE THEME OF CELEBRATION

LUMINO THÉRAPIE

10th edition - 2019-2020



**QUARTIER
DES SPECTACLES
MONTRÉAL**

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1. PREAMBLE

COMPETITION

Originally held in 2010 on the initiative of the Quartier des Spectacles Partnership, Luminothérapie is Quebec's largest competition for public participatory artworks. Its mission is to give Montrealers an original wintertime experience in the heart of the Quartier des Spectacles, and to stimulate creativity in the emerging discipline of digitally driven temporary public art.

Each year, the Quartier des Spectacles Partnership runs the Luminothérapie competition, which invites multidisciplinary teams to propose installations and projections involving a variety of art and design disciplines. Through this approach, the competition not only encourages local creativity, but inspires the emergence of new cultural and artistic practices for public space.

Luminothérapie has become a key component of the Quartier des Spectacles' programming. The primary work presented during the event showcases the Quartier's central outdoor animation space, the Place des Festivals, with a participatory work that is compelling both day and night. Inspired by the space's identity and by the Quebec winter, the work offers the public a novel experience built around sound and light, which transforms the large square into an inviting gathering place. The team selected by the jury will also be required to create architectural projections for two building façades overlooking the Place des Festivals: the Wilder Building (Espace Danse) and UQAM's Président-Kennedy building. The projections must be integrated with the narrative framework of the primary work, forming a cohesive whole.

THE TENTH ANNUAL EDITION OF LUMINOTHÉRAPIE

From **November 28, 2019 to January 26, 2020**, Montrealers and visitors will be invited to enjoy the winter outdoors in the heart of the Quartier des Spectacles by taking part in an artistic experience presented for Luminothérapie.

The 2019-20 competition coincides with the tenth annual edition of Luminothérapie – 10 years of winter events with a distinct focus on art. As well as supporting a creative niche that approaches public space as creative space suitable for exhibiting exceptionally inventive installations, the Luminothérapie competition offers the public an unusual new experience – different, astonishing, bold – every year.

Over the years, Montreal has built an enviable reputation as the competition has helped promote the works and their creators around the world. Several pieces created for Luminothérapie have won awards and become true urban icons. The works created in recent years involve cutting-edge disciplines like light design, immersive environments, and interactive digital installations. As a result, the Quartier des Spectacles has emerged as a showcase for new digital technology, positioning Montreal as an international standard-bearer in the field.

The works produced for Luminothérapie are now part of the art collection of the Quartier des Spectacles Partnership. Because these are powerful works with universal appeal, they have been presented to new audiences in cities around the world. Export extends their life and enhances their creators' reputations, and it is an exceptional platform for showcasing Montreal as a world capital of digital art and creativity.

The tenth edition of Luminothérapie will celebrate the exceptional success of the works, their creators and Montreal alike, and that is why celebration will be at the heart of the 10th annual competition. Participants are invited to run with the theme of celebration to design a work to be presented in the Place des Festivals in December 2019, with the potential to be presented in cities around the world subsequently.

THEME

Luminothérapie is celebrating its first decade! For this tenth edition, the Quartier des Spectacles invites participants in the Luminothérapie competition to design a work on the theme of “**celebration.**”

Downtown public spaces are living places where people are likely to meet and connect. But this potential for interaction is muted in winter, when outdoor public spaces often see less traffic than at warmer times of year. The work to be created must encourage active public participation, inviting people to celebrate, move, meet and talk – in other words, to have a festive experience. The theme of celebration can be expressed in a variety of different ways; participants are welcome to build their work around their personal vision of celebration.

This unifying theme can take different forms, and will be focused on active public participation. Participants are asked to develop a spectacular, innovative and bold concept, yielding a work that invites the public to engage in social dialogue and engage in interpersonal interaction on the spot. The work’s power must come from producing a sense of surprise and astonishment for visitors to the Place des Festivals in the winter of 2018-19.

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.

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 architectural 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. A showcase for new practices in digital creativity, the Quartier des Spectacles positions Montreal as an international reference 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.

For more information, visit 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.

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.

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

Jury: Panel responsible for evaluating the proposals and presentations.

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

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

Presentation: Presentation to the Jury, including a 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.

Technical committee: Panel responsible for analysing the technical, programming, regulatory and budgetary implications of each Proposal. It reports to the Jury but does not participate in evaluating proposals.

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 architectural projections), as well as the totality of the services the Partnership intends to contract from the Winner after the competition.

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 projections on two building façades in the Quartier des Spectacles. The Partnership plans to present the work selected through the competition for the first time from **November 28, 2019 to January 26, 2020**.

3.2 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).

3.3 TYPE OF COMPETITION

The competition is:

- open
- without registration fee
- multidisciplinary
- Canada-wide
- held in two phases. First, anonymous proposals will be reviewed; second, a maximum of four (4) 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 “celebration” theme to life
- Provide a bold experience that sparks the interest and curiosity of a wide audience, 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)
- Present a clear, intuitive experience
- Present a standalone experience requiring no guidance or facilitation
- 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 hard surface in the Place des Festivals
- Be able to stand alone without the architectural projections in case of export
- Be transportable and adaptable to a smaller space in case of exportation

ARCHITECTURAL PROJECTIONS

Two architectural projections will extend the primary experience in the Place des Festivals.

The Wilder Building (Espace Danse) : on De Bleury Street, west of the Place des Festivals (the projection surface is the side of building on Balmoral Street, overlooking the Place des Festivals).

The projection must meet the following objectives and criteria:

- Be original and never previously exhibited
- Be tailored to the projection surface
- Have a minimum duration of 3 minutes, not including credits
- Enrich the narrative of the primary work in the Place des Festivals:
 1. By being closely linked visually to the light components of the primary work.OR
 2. By being a distinct work that supports the primary work.

Optionally and without undermining the exportability of the primary work, the projection may include interactive elements activated by visitors in the Place des Festivals.

UQAM's Président-Kennedy building : on Président-Kennedy Ave., northeast of the Place des Festivals.

The projection must meet the following objectives and criteria:

- Be original and never previously exhibited
- Be tailored to the projection surface
- Have a minimum duration of 3 minutes, not including credits
- 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 a distinct work that supports the primary work, accompanied by an original soundtrack.

3.5 PRODUCTION BUDGET

The total production budget is three hundred twenty five thousand dollars (\$325,000) plus taxes. A minimum of three hundred thousand dollars (\$300,000) 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: Dorothee Bezançon, programming consultant

4.2 PROFESSIONAL CONSULTANT

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

4.3 JURY

The Jury's role is to select the Finalists and to select and recommend a Winner to the Partnership's decision makers. The Jury considers the analysis conducted by the Technical Committee. The Jury has seven members, as follows:

- Stella Bissonette, curator, Collection Desjardins
- Jasmine Catudal, co-director, LA SERRE – arts vivants
- Pascale Daigle, director of programming, Quartier des Spectacles Partnership
- Pierre Fortin, executive director, Quartier des Spectacles Partnership
- Mikael Frascadore, vice-president, events production and programming, Illuminart
- Vincent Morisset, artist, Studio AATOAA
- Julie St-Arnault, senior landscape architect, senior partner, AAPQ, AAPC, IFLA, OALA, VLAN Paysages

4.4 TECHNICAL COMMITTEE

The role of the Technical Committee is to analyse the main technical elements of the Finalists' proposals. Among other things, it evaluates project cost estimates, technical and technological feasibility, project feasibility in the context of existing regulations, maintenance and durability of project elements, and constraints related to potential export of the work. Its members are:

4.5 OBSERVERS

Certain individuals are permitted to attend Jury sessions without participating. Justine Leggett-Dubé, Chargée de rédaction et de diffusion pour le Bureau du design - Service des communications, Ville de Montréal, will be an observer.

4.6 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 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 producer or that are otherwise competent to produce the Work
- Teams including a sound designer
- Teams including a video designer

A producer, 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 producer, 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 strictly 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/.

To register, the completed registration form must be emailed to 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 and technical appendices 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/, 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 necessary 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/
- 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 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 four (4) 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)
- 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 an architectural projection for the façade of the Président-Kennedy building at UQAM or 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 (8¹/₂" X 11") in portrait orientation. The Competitor's identification code must appear in the upper right.

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 "celebration" theme, as well as the intended audience experience. The "celebration" theme 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 projections.

Budget estimate

The estimate is to be on a single letter-size page (8¹/₂" X 11") in portrait orientation. The Competitor's identification code must appear in the upper right. The estimate 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
Place des Festivals		
Producer		
Fees: creative team		
Fees: artists and technicians if applicable		
Fees: production team (including setup and teardown)		
Professional services (such as engineers)		
Certification: CSA		
Engineer's seals		
Conceptual production material (for example, if applicable: audio track, video, etc.)		
Technical production material (setup, equipment rental or purchase, lighting, spare parts ¹)		
Prototyping and climate testing (warehouse rental and setup)		
Site, logistics and security (snow removal, repairs as needed, electricity, heavy machinery, maintenance, cable protectors)		
Projections		
Image design (2 façades)		
Soundtrack and sound effects (1 site)		
On-site projection tests if interactive elements included		
Project management		
Finance and administrative fees (insurance)		
Contingencies		
	Total ²	

¹ Any unused spare parts will remain the sole property of the Partnership.

² The total cannot exceed the total maximum budget of three hundred thousand twenty five dollars (\$325,000) plus taxes.

Proposal submission form

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

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 end 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, as well as 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 four (4) 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:

Experiential and perceptual quality: quality and originality of the experience throughout the presentation period; the work's capacity for attracting the interest of a broad audience, including families; attractiveness both day and night; potential for use of public space; potential for generating international attention

Quality of artistic approach: the relevance and originality of the exploring the theme of celebration; strength of the link between the primary work in the Place des Festivals and the architectural projections; strength of narrative framework.

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 its surroundings; consistency with fundamental character and visual identity of the Quartier des Spectacles; aesthetic qualities' fit with the winter setting; 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 and minimal maintenance requirements; adaptability of the primary work to climatic extremes.

Exportability: adaptability to a smaller site; transportability; the primary work's ability to stand alone without the projections; accessibility of the narrative to an international audience.

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 Work.

Budget: feasibility within the available budgetary envelope and the realistic assessment of the costs of design, production, operation and labour.

9. PHASE 2: PRESENTATIONS

10.1. 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. A plan view must be included to illustrate the installation's positioning on the Place des Festivals
- Two (2) slides presenting the detailed budget for the two (2) project components (Place des Festivals and architectural 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 60 seconds and present the content of the two architectural projections (about 30 seconds for each façade). The video must include a sample of the proposed soundtrack for the projection on the Président-Kennedy Building/UQAM. The purpose of the video is to demonstrate the graphic intent, aesthetic approach and architectural integration. Because the projections will be integrated with the façades, the video must give an overview of the content for both of the two façades in question: the Wilder Building and the Président-Kennedy Building. The video must be submitted in .mov format.

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 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.

10.2. 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.

10.3. 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 decline 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.

10.4. 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:

Quality of overall experience: the quality of the audience experience by day and refinement of the sound and light aspects by night; relevance and richness of the light and sound elements.

Team composition: competence and multidisciplinary of the team and overall ability to deliver all project elements.

The Finalists' responses to the Jury's comments 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 be announced in a press release. The timing of the public announcement of the Winner is also to be determined by the Quartier des Spectacles Partnership. The Winner and Finalists must keep the name of the Winner under embargo until the public announcement. 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 2019-20 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.

The winning team must submit a production plan including production meetings, 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 export;
- 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 C 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.

CERTIFICATION

The winning team agrees to obtain all necessary permits (with the exception of those issued by the Ville de Montréal, which the Partnership will obtain) as well as all required certifications and seals, including those bearing an engineer's or architect's seal, as appropriate, for elements requiring same by law and for compliance with sound professional practice. The winning team also agrees to pay directly to the relevant organizations all levies, taxes, permit fees or other charges related to the creation, production and presentation of the Work. The winning team agrees to abide by applicable laws and regulations with respect to the creation, production and presentation of the Work.

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;
- 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;
- Prepare a production schedule for approval by the Quartier des Spectacles Partnership;
- Perform weatherproofing and durability testing based on winter conditions.

ARCHITECTURAL 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 projections by November 15, 2019;
- Ensure that the architectural 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 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 projections;
- Upload the final files to the Quartier des Spectacles FTP server;
- Deliver a mockup for each façade;
- If applicable, make all necessary adjustments during the presentation of the 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 projections on façades, the equipment (projectors and sound system) and technical support during presentation shall be the responsibility of the Quartier des Spectacles Partnership.

The contractual model is as follows: the Winner is the producer, guiding the production process and handling artistic direction.

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

10.1. INTELLECTUAL PROPERTY RIGHTS AND EXHIBITION 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.

Detailed clauses covering the intellectual property rights of the Winner (the Producer) with respect to the primary work to be exhibited in the Place des Festivals and with respect to the architectural projections, as well as clauses on exclusive exhibition rights, are found in article 5 of the Commissioning Agreement (Appendix C).

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.

12. SCHEDULE

CALL FOR PROPOSALS AND REGISTRATION

- Competition announcement and documents online March 7, 2018
- Registration deadline April 18, 2018, noon local time

PHASE 1: COMPETITORS' PROPOSALS

- Question period March 7 to April 18, 2018
- Deadline for submitting Proposals April 25, 2018 noon local time
- 1st Jury meeting/selection of Finalists April 27, 2018

PHASE 2: FINALISTS' PRESENTATION MATERIALS

- Jury comments sent to Finalists May 15, 2018*
- Information meeting with Finalists May 23, 2018*
- Deadline for submitting Presentation materials August 20, 2018, noon local time
- Technical committee meeting August 27, 2018*

NEXT STEPS

Technical committee report sent to finalists

September 4, 2018*

- Finalists' presentations/2nd Jury meeting

September 11, 2018

- Announcement of Jury decision to Finalists

Week of September 10, 2018

- Ratification of Winner by the Partnership's board

September 12, 2018

- If the Partnership opts to follow up on the Competition, negotiation and signing of a Commissioning Agreement with the Winner

Fall 2018*

- Public announcement of the Finalists, Winner, Proposals, Presentations and Jury's report

To be confirmed*

PRESENTATION

November 28, 2019 to January 26, 2020*

* Dates subject to change

APPENDIX A – REGISTRATION FORM

Competitor name (firm): _____

Identification code (e.g. 123AB): _____

Name of representative: _____

Address: _____

Email: _____

Names and titles of team members:

We declare that all information entered on this form is true, and agree to all participation conditions for this competition as described in the Competition Rules.

Signature of representative

Date: _____

NOTE: The Competitor's exact name can be modified after registration.

APPENDIX B – SUBMISSION FORM

Competitor name (firm): _____

Identification code (e.g. 123AB) : _____

Name of representative: _____

Address: _____

Email: _____

Names and titles of team members:

We declare that all information entered on this form is true, and agree to all participation conditions for this competition as described in the Competition Rules.

Signature of representative

Date: _____

NOTE: The Competitor's exact name can be modified after registration.

APPENDIX C – COMMISSIONING AGREEMENT

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 its offices 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,

(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,

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 will organize the Luminothérapie event, to be held from November 28, 2019 to January 26, 2020 in the Quartier des Spectacles, Montreal (hereafter the “**Event**”);

WHEREAS the Partnership seeks to commission and acquire a new work from the Producer (hereafter the “**Work**”) to be presented for the first time during the Event;

WHEREAS the Producer declares its artistic and professional capability to create and produce the Work;

WHEREAS the Partnership wishes to acquire exclusive, perpetual and irrevocable rights to exhibit the Work anywhere in the world, and the Producer wishes to grant the Partnership such rights;

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, production and installation of the Work, including the planned dates for exhibition of the Work, appended to the present Agreement as Appendix C.
- 1.4 **“Event”** Luminothérapie, to be held from November 28, 2019 to January 26, 2020;
- 1.5 **“Work”** The commissioned work, as described in the Concept, and including approved modifications to the Concept.
- 1.6 **“Premiere”** First official public presentation of the Work, during the Event.
- 1.7 **“Services”** The services provided by the Producer during the presentation of the Work following its creation and production, as more fully described in Appendix A of the present Agreement, on the dates indicated in the Schedule.
- 1.8 **“Intellectual Property”** Among other things but without limiting the general applicability of the following, Intellectual Property includes all information, inventions, improvements, discoveries, methods, ideas, plans, drawings, concepts, trademarks 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.
- 1.9 **“Site”**: The location(s) planned for exhibition of the Work in the Quartier des Spectacles, Montreal.

2. COMMISSIONING OF WORK

- 2.1 The Partnership commissions the Work from the Producer, who accepts and commits to delivering the Work produced entirely in accordance with the Concept and to provide the Services based on the Concept as described in Appendix A, within the limits set by the Budget and Schedule, as described in Appendices B and C, all according to best practices and the highest industry standards, in compliance with applicable laws and regulations and with instructions received from the Partnership from time to time.
- 2.1. The Work shall be designed, created and produced by the Producer, who assumes artistic, technical and financial responsibility for it from the date of the signing of this agreement until the end of the Event.
- 2.2. After the presentation of the Work during the Event, the Work may become part of the Partnership’s permanent collection, and may be presented again in Montreal or elsewhere, as described in Article 6 of the present Agreement.

3. PAYMENT

3.1. In consideration of the Producer meeting its obligations related, but not limited, to the creation, production, delivery, installation, presentation, disassembly, assignment of physical property in the Work, assignment of Intellectual Property rights in the Work and the exclusive right to reproduce and use the image of the Work, all according to the Schedule, the Partnership agrees to pay the following amounts to the Producer:

3.1.1. A lump sum of [amount of Canadian dollars] (\$X), plus applicable taxes;

[Hereafter the “Consideration”]

3.2. The Consideration will be paid out based on the Schedule, within thirty (30) days of receipt of an invoice, as follows:

3.2.1 X % upon signature of the agreement, specifically the sum of [AMOUNT IN CANADIAN DOLLARS] (\$X) plus applicable taxes

3.2.2 X %, specifically the sum of [AMOUNT IN CANADIAN DOLLARS] (\$X) plus applicable taxes, upon the Partnership’s approval of the functioning prototype (including sound and light), having successfully completed climate testing by the date specified in Appendix C of this Agreement

3.2.3 X %, specifically the sum of [AMOUNT IN CANADIAN DOLLARS] (\$X) plus applicable taxes upon delivery of the files for the two architectural projections, approved by the Partnership, on the date specified in Appendix C of this Agreement

3.2.4 X %, specifically the sum of [AMOUNT IN CANADIAN DOLLARS] (\$X) plus applicable taxes, upon unveiling of the Work in the Place des Festivals on the date specified in Appendix C of this Agreement

3.2.5 X %, specifically the sum of [AMOUNT IN CANADIAN DOLLARS] (\$X) plus applicable taxes, after disassembly of the Work and the submission of an activity report, statement of work, as-built technical specifications, detailed plans, budget and schedule, to the satisfaction of the Partnership.

4. RIGHTS AND OBLIGATIONS OF THE PRODUCER

4.1 Presentation and modification of the Concept, Budget and Schedule specific to the Work

4.1.1 The Producer agrees to modify and present the final Concept, Budget and Schedule for inclusion in the present Agreement within ten (10) business days following the announcement by the Partnership and of securing a Commission for the work, taking the Partnership’s comments into account;

4.1.2 The Producer agrees present to the Partnership for approval, as specified in the Schedule, studio drawings for production of the Work, as well as plans approved by an engineer, and to modify, at the Producer’s expense, the said plans or drawings if they are deemed not to conform to the Concept or if certain elements represent a public safety hazard or do not conform to the Site specifications or do not work within any constraints specified by the Site’s owner;

4.1.3 The Producer must secure the prior written approval of the Partnership before making any modifications to the Concept, Budget or Schedule;

4.1.4 The Producer shall deliver reports at intervals determined by the Parties and upon the Partnership’s request, detailing progress of work and compliance with the Concept, Budget and Schedule, and

shall plan production meetings with the Partnership based on a schedule to be determined by the Parties, and will provide all information requested by the Partnership in a timely manner.

4.2 Production, installation and disassembly of the Work

- 4.2.1 The Producer agrees to supply all materials required for the production and installation of the Work, and perform the installation on the Site on the date specified in Appendix C of this agreement;
- 4.2.2 The Producer is responsible for ensuring the safety of the Site during assembly and disassembly of the Work, and agrees to hire and pay for all labour required for these activities;
- 4.2.3 The Producer must provide the Partnership with a written list of spare parts before assembly of the Work. Any unused spare parts will be transferred to the Partnership after disassembly of the Work, at no charge to the Partnership;
- 4.2.4 The Producer is solely responsible for disassembly of the Work following its exhibition, as indicated in Appendix C of the present Agreement. The Producer must provide the Partnership the Work in the same condition as upon its original delivery and assembly, with allowances made for normal wear and tear from its use by the public during the Event. The Work must be clean upon arrival at the warehouse, or shall be cleaned by the Producer upon arrival at the warehouse;
- 4.2.5 The Producer agrees to provide the Partnership, following disassembly of the Work, (i) a cost report; (ii) a technical data sheet including as-built plans; and (iii) an assembly and disassembly manual.

4.3 Loss, damages or defects in the Work

- 4.3.1 The Producer is responsible for any loss of the Work, or damage caused to the Work, until the end of its exhibition on the Site;
- 4.3.2 The Producer guarantees the Work against all defects until disassembly at the end of the Event. The Producer agrees to perform any required repairs to correct any defects within a reasonable time, to be agreed upon by the Parties. It is understood that the Producer is not responsible for the effects of criminal acts or natural disasters.

4.4 Maintenance and upkeep of the Work until completion of the Event

- 4.4.1 The Producer is responsible for maintenance and upkeep of the Work for the entire duration of the Event until disassembly; the Producer agrees to provide the Partnership a maintenance and upkeep plan within the time specified in the attached Schedule, and to the Partnership's satisfaction. It is understood that the maintenance and upkeep plan must include, but is not limited to, the replacement of defective parts, a snow removal plan and other elements essential to the proper operation of the Work;
- 4.4.2 At the end of the Event and following disassembly of the Work, the Partnership may engage a third party for maintenance and repairs to the Work, and the Partnership will ensure that such repairs and maintenance respect the Concept of the Work.

4.5 Permits, certifications, attestations and legal compliance

- 4.5.1 The Producer agrees to obtain all permits required (with the exception of those issued by the Ville de Montréal, which the Partnership agrees to secure) as well as required certifications and attestations, including but not limited to attestations bearing the seal of an engineer or an architect, as applicable, for documents produced for legal compliance and consistency with industry best practices. The Producer agrees to pay, directly to the organizations charging them, all levies, taxes, fees and other charges that may be required in connection with the creation, production and exhibition of the Work.
- 4.5.2 The Producer agrees to comply with all laws and regulations applicable to the creation, production and exhibition of the Work throughout its development, from initial sketches to the completion of exhibition. If the Work or any of its components require a particular certification, the Producer agrees to obtain such certification, as specified in Appendix E of the present agreement.

4.6 Promotion of the Work

4.6.1 Upon request of the Partnership, the Producer shall provide any information required for the Partnership to produce promotional materials related to exhibition of the Work.

4.6.2 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.

4.7 The Producer agrees to participate in a post-Event follow-up meeting.

4.8 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, anywhere in the world, on any work or project substantially identical to the Work (whose nature is defined in Appendix F of the present agreement).

5. **INTELLECTUAL PROPERTY RIGHTS AND EXCLUSIVE EXHIBITION RIGHTS**

5.1 The Producer recognizes that it retains Intellectual Property rights in the primary Work exhibited in the Place des Festivals, while the Partnership retains physical ownership in the primary Work and in all the means of producing the Work specifically developed for its creation and maintenance, as detailed in Appendix G.

5.2 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 projections within the terms of the present Agreement.

5.3 The Producer assigns and transfers to the Partnership, irrevocably and exclusively, as they are created and for the duration of the protection, Intellectual Property rights in the architectural projections, including all renewals, for the whole world and without limitation whatsoever. The Producer surrenders 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.

5.4 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.

5.5 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.

6. **EXCLUSIVE RIGHTS TO EXHIBIT AND MODIFY THE WORK**

6.1 The Partnership holds exclusive, perpetual and irrevocable rights to exploit the Work in any manner, including but not limited to 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, and to destroy the Work. If a decision is made to sell or destroy the Work, the Producer shall have right of first refusal to purchase it at a price to be negotiated between the Parties over a fifteen (15) day period. If an agreement cannot be reached in that time, the Partnership may dispose of the work as it sees fit. The Producer understands that adaptations to the Work could be required for export purposes, and as a consequence the Producer agrees to validate such adaptations.

- 6.2 Should the Partnership wish to make substantial changes to the Work, the Partnership agrees to obtain the prior written consent of the Producer.
- 6.3 When the Partnership exhibits the Work via sale or rental to a third party, as described in paragraph 6.1 of the present Agreement, the Producer shall be entitled to additional compensation in the form of a lump sum equal to ten percent (10%) of the portion of the budget corresponding to the rental fee (or sale price, as applicable) of the Work, as determined by the Partnership, payable to the Producer only after the Partnership has received the sale or rental proceeds from the third party. For clarity, the Producer understands that the rental fee will be less than the total budget in question (which will include the various costs associated with exhibiting the work [transportation, installation, exhibition, disassembly, etc.]).

7. PRODUCER'S REPRESENTATIONS AND GUARANTEES

- 7.1 The Producer represents and guarantees to the Partnership as follows:
- 7.1.1 The Producer is properly constituted, authorized and qualified to create and produce the Work and to deliver the Services to the Partnership as per the terms of the present Agreement;
 - 7.1.2 There is no litigation, lawsuit or dispute, whether in progress or potential, against or affecting the Producer;
 - 7.1.3 The Work constitutes an original work, never previously exhibited, and the Producer shall not produce a second copy, having granted the Partnership exclusive ownership of the physical work;
 - 7.1.4 The Work constitutes and shall remain a unique work, its physical property belonging exclusively to the Partnership;
 - 7.1.5 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, including all intellectual property, will be created 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. The participation of any employee or 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;
 - 7.1.6 The Work and the Services shall infringe no law, regulation or third-party right, including, without limitation, third parties' intellectual property rights;
 - 7.1.7 There is no other contract or other fact that could prevent, 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;
 - 7.1.8 The Producer grants the Partnership a worldwide, perpetual licence to reproduce and use, in any form whatsoever, the image of the work for purposes of advertising, promotion or education;
 - 7.1.9 The Producer grants the Partnership a license for the reproduction of all informational documents, maintenance specifications and any other documents produced within the scope of the present Agreement, for the sole purpose of assembling, installing, maintaining and dismantling the Work;

7.1.10 No person other than the Producer shall have any rights, title or interest in the Work.

8. PARTNERSHIP'S OBLIGATIONS

- 8.4 The Partnership is under no obligation to present the Work, whether in the Quartier des Spectacles or elsewhere. Before the Premiere, 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 fifteen (15) 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 fifteen (15) 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.
- 8.4 The Partnership shall prepare, jointly with the Producer, the specifications for applications for permits required from the Ville de Montréal.
- 8.4 The Partnership shall participate in coordinating the installation of the Work (dates, street closings, permit applications).
- 8.4 The Partnership shall supply the services of staff required for dealing with the public during presentation of the Work during the Event.
- 8.4 The Partnership shall inform the Producer of any defect in the Work discovered during the Event.
- 8.4 The Partnership is free to work with any third-party service provider of its choosing for the export and presentation of the Work after the Premiere.
- 8.4 The Partnership agrees to supply a descriptive panel for the Work, including the name of the Producer and any other credits agreed upon by the Parties, as well as the title of the Work, as specified in article 9.3 of the present Agreement.
- 8.4 The Partnership will handle promotion of the Work as part of an overall communication plan for the Event.
- 8.4 The Partnership is responsible for transportation of the Work following disassembly. The Partnership will coordinate and assume responsibility for storage of the Work.

9. GUARANTEE AND INSURANCE

- 9.4 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, representatives or suppliers in connection with the Work, including the installation, presentation and dismantling of the Work.
- 9.4 At least thirty (30) days before installation of the Work and for the duration of the Event until disassembly, the Producer shall obtain and keep valid, at its own expense, a civil liability insurance policy with minimum coverage of five million Canadian dollars (\$5,000,000), in which the Co-insured must be named as such. This insurance policy must protect the Producer and the Co-insured for the entire duration of the Producer’s access to the site, starting with installation, continuing throughout the Event and through the end of dismantling. This insurance policy must include the rider supplied by the Co-insured, a copy of which is attached to the present Agreement as Appendix D.

10. COMMUNICATIONS AND CONFIDENTIALITY

- 10.1. All public communications related to the Work, for any purpose, will be managed exclusively by the Partnership before and during the Event.
- 10.2. All information pertaining to the Work is confidential until its release by the Partnership. 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;
- 10.3 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, Montreal”

 “Created by XXXXXXXXXXXXXXXX”

 “Produced by XXXXXXXXXXXXXXXX”
- 10.4 In all publications and presentations discussing the Work after its unveiling by the Partnership, whether before, during or after the event, the Producer agrees to mention that the Work was created for the Luminothérapie Event held in the Quartier des Spectacles, Montreal, and presented by the Quartier des Spectacles Partnership.

11. COMPENSATION

- 11.1 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 Co-insured with respect to any damages suffered by the Partnership, the Co-insured and their directors, managers and employees and any other person acting on their behalf, resulting from:
- 11.1.1 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, but not limited to, 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;
- 11.1.2 All claims from third parties alleging that all or any part of the Work violates a third party’s intellectual property rights;

11.1.3 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.

12. DEFAULT AND TERMINATION

- 12.1 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.
- 12.2 The Partnership may, at any time and at its sole discretion, terminate the present Agreement.
- 12.3 The Partnership may terminate the present Agreement upon written notice to the Producer if any of the following situations affecting the Producer should occur: (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.
- 12.4 In case of termination under article 12.2, the Producer shall be entitled only to the payment of reasonable professional fees incurred by the Producer up to the date of termination (to a maximum equal to the next instalment due, upon presentation of supporting documentation to the Partnership's satisfaction). If the amount already received by the Producer exceeds the amount due to it at the time of this accounting, the Producer shall reimburse the difference to the Partnership.
- 12.5 In case of termination for any reason whatsoever, 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.
- 12.6 The Partnership may terminate the present Agreement upon written notice to the Producer in case of cancellation of the event or any force majeure. Upon receipt of such notice, the Producer must immediately cease work on the project. In such cases, the Producer shall be entitled to reimbursement of expenses incurred under the present Agreement, plus an indemnity of ten percent (10%) of the lump sum mentioned in article 3.1.1. The incomplete Work will remain the property of the Producer.

13. DISPUTES

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.

14. GENERAL PROVISIONS

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 The Producer shall not assign its rights, titles and obligations under this Agreement to any third party without the prior written consent of the Partnership.
- 14.7 The Agreement is a contract for services in the sense of article 2098 and subsequent articles of the *Code civil du Québec*.
- 14.8 The Parties agree to take all actions and sign all documents related to the Agreement that are required to give it full effect.
- 14.9 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.
- 14.10 Any modification to this Agreement must be recorded in writing and signed by both Parties, failing which the modification shall be null and void.
- 14.11 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.
- 14.12 This Agreement is binding upon the Parties and their heirs, successors, assignees, representatives and assigns.
- 14.13 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

XXXXXXXXXXXXXXXXX INC.

Pierre Fortin
Executive director
Authorized representative

Name:
Title:
Authorized representative

INTERVENER(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, but not limited to, 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

7 INSURER		
Name		
Address	Postal code	Telephone

8 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:

Description of event:		
Dates of site occupation:	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
<u>Civil liability of companies (except automobile)</u> 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.			<u>All damages combined</u> \$5,000,000 per claim \$5,000,000 per insurance period
<u>Civil liability – automobile</u> 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: _____
Day / Month / Year

Signature of insurer

APPENDIX E
CERTIFICATIONS

APPENDIX F

DETAILED DESCRIPTION OF THE NATURE OF THE WORK

APPENDIX G
PRODUCTION METHODS