

**WILDLIFE HABITAT CANADA'S
2021 Canadian Wildlife Habitat Conservation
Stamp and Print Art Competition**

~ Competition Agreement ~

Competition Agreement inclusive of:

Schedule A Artist Agreement,
Schedule B Art Competition Rules,
Schedule C Payments to the Artist,
Schedule D Copyright Release Agreement

Please read through the *Competition Agreement* in its entirety and if clarifications need to be made for a better understanding, do not hesitate to contact us. These documents need to be signed as if you are going to be declared the winner of the 2021 Canadian Wildlife Habitat Conservation Stamp and Print Art Competition. If declared as the winner, these documents will stand true to your consent, compliance and full agreement of its contents. A signed copy of the *Competition Agreement* must be **received** by Wildlife Habitat Canada by the **October 31, 2019 deadline**. Failing to meet the deadline and/or failing to sign all the necessary documents may disqualify your entry to the 2021 Canadian Wildlife Habitat Conservation Stamp and Print Art Competition.

You may contact us for more information:

By Mail

Wildlife Habitat Canada
247 – 2039 Robertson Road
Ottawa, ON K2H 8R2

By Phone

1-800-669-7919 ext. 222
613-722-2090 ext. 222

By Email

orders@whc.org
skaddoura@whc.org

Artist Signature

Date

DEFINITIONS:

“Limited Edition Print”	1 of 9,500 signed and numbered lithographic Prints and at least one of either a mint Conservation Stamp or an Artist-signed Conservation Stamp;
“Medallion Edition Print”	1 of 1,300 signed and numbered lithographic Prints, including a gold plated medallion and at least one of either a mint Conservation Stamp or an Artist-signed Conservation Stamp;
“Executive Edition Print”	1 of 150 signed and numbered lithographic Prints, including a gold plated medallion, an artist drawn remarque and a least one of either a mint Conservation Stamp or an Artist-signed Conservation Stamp;
“Conservation Edition Print”	1 of 400 signed and numbered lithographic Prints, including at least one of either a mint Conservation Stamp or an Artist-signed Conservation Stamp, to be used exclusively for donations by WHC to Canadian wildlife conservation organizations for fundraising purposes;
“Medallion”	a gold plated medallion;
“16 Pane Stamp”	a full sheet pane of 16 Stamps;
“Mint Stamp”	a single Stamp from a pane of 16 Stamps, in a booklet;
“Signed Stamp”	a single Stamp from a pane of 16 Stamps, signed by the artist, in a booklet;
“Corner Block”	four Stamps attached from the corners of the Stamp pane. You can specify which corner you would like from the pane. (Upper Left - UL, Upper Right - UR, Lower Left - LL, Lower Right - LR);
“Program”	Conservation, Limited, Medallion and Executive Edition Prints (reproductions), medallions, remarques, lapel pins, Conservation Stamps and other promotional products featuring the image of the original painting;
“Painting”	the original painting;
“Competition”	the 2021 Canadian Wildlife Habitat Conservation Stamp and Print Art Competition;
“WHC”	Wildlife Habitat Canada.

**WILDLIFE HABITAT CANADA'S
2021 Canadian Wildlife Habitat Conservation
Stamp and Print Art Competition**

~ SCHEDULE A- Artist Agreement ~

- I. Winning the Canadian Wildlife Habitat Conservation Stamp and Print Art Competition
 - II. Ownership, Copyrights, Sale and Access of the Painting
 - III. Use and Commercial Production of the Painting
 - IV. Merchandising
 - V. General
-

THIS AGREEMENT made in duplicate, dated this _____ day of _____, 2019,

BETWEEN:

WILDLIFE HABITAT CANADA,

a corporation incorporated without share capital pursuant to the laws of Canada, and having its head office at Suite 247 - 2039 Robertson Road, Ottawa, ON K2H 8R2 (hereinafter referred to as "WHC");

AND

THE ARTIST, (hereinafter called the "Artist")

_____,
(Name printed)

a resident of

_____;
(Full mailing address)

WHEREAS WHC is a charitable, non-profit foundation who has as one of its objectives the conservation and enhancement of Canada's wildlife habitats;

AND WHEREAS WHC coordinates the Canadian Wildlife Habitat Conservation Stamp and Print and publishes in conjunction with its other fundraising activities, which consist of, but are not limited to,

Conservation, Limited, Medallion and Executive Edition Prints (reproductions), medallions, remarques, Conservation Stamps and other promotional products (hereinafter referred to as the "Program"); **AND WHEREAS** the Artist has demonstrated a genuine interest in supporting the objectives of WHC, has participated in the Program through the submission of an original work of art to a competition, and has been declared the winner of the Competition;

NOW THEREFORE this agreement witnessed that in consideration for good and valuable consideration and mutual covenants hereinafter set out, the parties hereto agree as follows:

I. WINNING THE CANADIAN WILDLIFE HABITAT CONSERVATION STAMP AND PRINT ART COMPETITION

1. Upon being declared a winner of the Competition:

- a) The Artist shall receive a prize sum and royalties from WHC as set out in Schedule C.
- b) The Artist shall be available for the Official Stamp Launch in April 2021 and other promotional activities agreed upon by the Artist and WHC.
- c) The Artist will not unreasonably object to the Painting being reproduced on commercial items, including but not limited to those contained in the Program.
- d) The Artist shall not create, for any other organization or individual, any work of art the same as or similar to the Painting, or any reproductions produced from it, without a *Licensing Agreement* in place with WHC (available by request to participating artists; a copy of this agreement will be provided to the winner of the Competition).

2. Artist Signature Permissions:

- a) The Artist is not permitted to sign lithographic Prints that are provided by any individual or organization other than WHC;
- b) The Artist shall sign WHC Conservation Stamps of the Painting in booklets, and lithographic Prints, at a time and place to be mutually agreed upon to meet the time limits determined by WHC / ECCC;
 - i. The Artist is not permitted to sign the face of Conservation Stamps (meaning the actual Stamp itself, which measures 1 1/4" high x 2" wide) that are provided by any individual or organization other than WHC and/or the Canadian Wildlife Service of ECCC. This requirement remains applicable during the Stamp Launch event.

The Artist is, however, permitted to sign the philatelic Stamp booklet or the souvenir sheet surrounding the Conservation Stamp itself, so long as no

signature appears on the face of the Conservation Stamp, for individuals and organizations that are not WHC or the Canadian Wildlife Service of ECCC.

II. OWNERSHIP, COPYRIGHTS, SALE AND ACCESS OF THE PAINTING

1. The Artist shall retain ownership of the original painting on the conditions and restrictions hereinafter set out:
 - a) The Artist shall assign all copyrights in said Painting to WHC for Canada and the world, and execute the assignment of copyright set out in the attached Schedule “D”;
 - b) The design of the Stamp and the Stamp itself are copyrighted to her Majesty the Queen in Right of Canada;
 - c) The Artist hereby grants to WHC the right of first option to purchase or to own the Painting if at any time during the Artist’s lifetime and at the Artist’s death, the Artist wishes to sell, give or bequeath the Painting.
 - i. If at any time hereafter the Artist wishes to sell, give or bequeath the Painting, then the Artist shall not sell, give or bequeath the Painting before allowing WHC 15 business days within which to elect to purchase the Painting upon terms and conditions agreed to by the Artist and WHC, but for an amount not exceeding the fair market value, as determined by an independent appraiser agreed to by both parties.
 - a. If WHC elects to purchase the Painting, then the Artist or his successors and assigns, shall sell to WHC, and WHC shall purchase from the Artist, the Painting upon the terms and conditions agreed to by WHC and the Artist or his successors and assigns.
 - b. If WHC fails to make its election within the said 15 business days or if it elects not to purchase the Painting, then the Artist or his successors and assigns, shall be at liberty to sell to a third party upon the terms agreed to as between them, provided that the said third party agrees in writing to the *Sale of Original Painting* (available by request to participating artists; a copy of this agreement will be provided to the winner of the Competition) to permit WHC from time to time to borrow the Painting for purposes of exhibitions, shows or displays, and provided that the said third party agrees in writing that it will only sell, give or bequeath the Painting under the condition that WHC is permitted to borrow the Painting from time to time for purposes of exhibitions, shows or displays.

2. If WHC borrows the Painting after March 31, 2022, WHC shall adhere to the following terms:
 - a) WHC agrees to obtain insurance in an amount equal to the fair market value of the Painting against any and all loss, damage or destruction of the Painting, and costs for shipping and handling of the Painting to and from the Artist or to and from the owner of the Painting at the time of submission of the Painting and in connection with the loaning of the Painting to WHC;
3. The Artist shall ensure that WHC has access to the painting for use in connection with any and all presentations of its Program from time to time without cost to WHC except for packaging, transportation and insurance costs, regardless of the ownership of the Painting;

III. USE AND COMMERCIAL PRODUCTION OF THE PAINTING

1. WHC shall maintain possession of the original painting, for the production of items associated with the Program and promotional purposes, until the end of the Program year (March 31, 2022), at which time WHC will return the painting by courier to the Artist.
2. WHC shall at all times have the right to approve commercial items, the substance and form of the advertising, literature, labelling, promotional material and display in association with which the Painting is used. WHC's right to approve the commercial items and the substance and form of the advertising, literature, labelling, promotional material and display in association with which the Painting is used shall include, without limitation, the form, size, colour, quality of reproduction, and any other specifications that WHC may from time to time determine.
3. WHC shall at all times, have the right to require the cessation or rectification of the commercial items, the licensees' advertising, literature, labelling, promotional material, or display of the image of the Painting that has been disapproved pursuant to paragraph (2). Any such cessation or rectification shall occur within a reasonable time after WHC has notified the Artist of non-compliance. No rectification shall occur unless and until WHC has approved of the proposed methods of rectification.

IV. MERCHANDISING

1. WHC shall give full and appropriate recognition and credit to the Artist in all cases where the Painting, or any reproduction thereof, is sold or otherwise used in conjunction with the Program and its corporate activities;
2. The Artist shall provide WHC with an actual sized sample of the proposed remarque for approval by WHC. The Artist shall produce a maximum of 160 acceptable remarques of the species that is the subject of the Painting, to the specifications agreed to between the Artist and WHC;
3. If required, the Artist agrees to produce a small drawing that complements the Painting for promotional use and/or in the design of the philatelic Stamp booklet. If a small drawing is

required, the specifications of such will be agreed upon between the Artist and WHC at a time determined by WHC.

V. GENERAL

1. **Enforcement of rights:** The failure of any party hereto to enforce or otherwise assert its rights will not be a concurrence in any of the alleged breaches of this Agreement or a waiver or relinquishing of any of the rights of the party alleging breach of the provision herein.
2. **Arbitration:** All differences or disputes which arise between or among the parties hereto in relation to the interpretation or operation of this Agreement or as to any act or omission of any party to the dispute or in relation to any other matter pertaining to this Agreement shall be referred to a single arbitrator to be agreed upon by the parties to the dispute. The award in determination which shall be made by such arbitrator shall be final and binding on the parties hereto, their executors, administrators, successors and assigns and there shall be no appeal from such award or determination. The arbitrator shall have the right and discretion to award costs of the arbitration.
3. **Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and each of the parties hereby irrevocably submits to the jurisdiction of the courts of the Province of Ontario.
4. **Section numbers and headings:** The section numbers and all headings are inserted as a matter of convenience only and shall in no way limit or affect the interpretation of this Agreement.
5. **Enurement:** This Agreement shall enure to the benefit and be binding upon the parties hereto and their respective successors, permitted assigns, heirs and executors, as the case may be.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Cameron Mack, Executive Director, WHC

Artist Signature

WILDLIFE HABITAT CANADA'S 2021 Canadian Wildlife Habitat Conservation Stamp and Print Art Competition

~ SCHEDULE B – Art Competition Rules ~

- VI. Eligibility
- VII. Subject Matter of Submissions
- VIII. Technical Requirements
- IX. Entry Fee
- X. Competition Deadline
- XI. Submission and Competition Process

Appendices

A – Proceedings: Competition Judging Criteria

Important Notice:

WHC would be pleased to assist you if you have any questions about the rules or if you would like clarification on any of the requirements.

Please do not hesitate to contact us if you have any comments or suggestions. WHC strives to ensure the *Art Competition Rules* of the Competition are as clear and fair as possible. Your valuable feedback and comments allow us to improve them for the benefit for artists and WHC's Programs.

ABOUT WILDLIFE HABITAT CANADA



WHC is a national, non-profit, non-governmental conservation organization established in 1984. Our objectives are to: 1) Provide funding for wildlife conservation programs in Canada; 2) conserve, restore and enhance wildlife habitat; 3) foster coordination and leadership in the conservation community; and, 4) promote the conservation contributions of waterfowl hunters and encourage participation in waterfowl hunting.

Through its Grant Program, WHC invests funds from the purchase of the Canadian Wildlife Habitat Conservation Stamp and Print Program in conservation projects all across Canada.

VI. ELIGIBILITY

- Canadian citizens and landed immigrants are eligible to participate at the invitation of WHC. If the participant is under the age of 18, a letter of consent signed by the parent(s) or legal guardian(s) is required and must accompany the confirmation of *Intent to Participate Form*.
- Persons who have won the Competition, or those who were commissioned to produce a Conservation Stamp painting during the preceding three (3) years, are ineligible to submit an entry in the current year's Competition. (E.g. the winner of the 2019 Competition would be eligible to compete in the 2023 Competition).
- Members of the Competition judging panel, employees and members of the Board of Directors of WHC, employees of the Federal Department of the Environment or Members of Parliament and their immediate families and relatives are ineligible to submit an entry.

VII. SUBJECT MATTER OF SUBMISSIONS

Invited artists may submit only one (1) original painting entry. The painting must portray:

- The eligible migratory bird for the 2021 Art Competition:
Common Goldeneye (*Bucephala clangula*)
(one or more of the eligible migratory bird may be portrayed)
- The bird(s) in its breeding plumage
- The bird(s) in its natural habitat during breeding season
- Accurate anatomical proportions and details of the bird(s)

NOTE:

As this is a Canadian Wildlife Habitat Conservation Program, habitat must be clearly defined. A habitat design must be incorporated into the painting along with the traditional image of the eligible bird in its breeding plumage.

The migratory bird should be well enough defined that the detail will not be lost upon miniaturization.

VIII. TECHNICAL REQUIREMENTS FOR INVITED SUBMISSIONS

(a) Size

- The painting must be a horizontal design.

- Submissions must be created on a flat, hard surface that can stand upright on an easel with little to no assistance (no rolled or folded art pieces will be accepted in the competition).
- Submissions must be one of the following to be accepted;
 - (1) 12" x 18"
 - (2) 12" x 16"
 - (3) 11" x 14"
 - (4) 6" x 8"
- Submissions must be properly proportioned to accommodate the following reproduction sizes:
 - Limited Edition Print: 165.1 mm high x 228.6 mm wide (6 1/2" high x 9" wide)
 - Conservation Stamp: 30 mm high x 48 mm wide (1 1/4" high x 2" wide)

(b) Composition

The painting should have a "tranquil" area of approximately 7.5" x 4" in **one corner**, either the lower left, lower right, upper left or upper right corner to allow for the required text, below, to be included on the Stamp (tranquil area, meaning an area that has consistent contrast).

[Required Text:]

Canadian Wildlife Habitat Conservation Stamp

2021

Timbre sur la conservation des Habitats fauniques du Canada

\$8.50

REDUCTION OF THE PAINTING

The painting must be painted in such a way that the painting can effectively be reduced to stamp size. Submissions that are dark, busy, or have low contrast, will not reduce effectively to stamp size as they can lose their clarity and detail when reduced.

This is the most common reason for elimination of a painting from the competition by the judges.

For reference, the full gallery of past year Stamp winners can be viewed on our website here: <https://whc.org/the-stamp/>.

STAMP FORMAT/DESIGN CONSIDERATIONS

Depending on the composition of the winning painting, the Canadian Wildlife Habitat Conservation Stamp could be designed in one of two formats:

- i) the entire painting may be used to create the Stamp; or,
- ii) the migratory bird may be cropped from the painting image to create the stamp (see Stamp Crop Example below).

If the migratory bird is cropped from the entire image to create the Stamp, there must still be some element of habitat clearly visible in the cropped portion.

With either Stamp format, the lithographic Prints will be created from the entire painting image.

STAMP CROP EXAMPLE:

(a) Original 2016 Painting Submission (with Stamp crop outlined)



(b) 2016 Stamp Produced from Cropped Painting Submission



(c) **Medium**

- Entries must be an original multi-coloured painting in the artist’s choice of medium (with the exception for pastel). No mechanical reproduction is permitted anywhere in the final submission.
- Pastel submissions will not be accepted due to the fragile nature of this medium and challenges associated with the reproduction of Stamp products.

(d) Identification

- No signature, date or initials may appear on the face of the painting.

Each entry will be identified by a number assigned by WHC. The winning submission will be returned to the winning artist immediately following the Competition to be signed (for return to WHC).

(e) Framing

- It is requested that artists submit their paintings unframed.

In the event of a public exhibit of the competition entries, WHC will provide the appropriate display format.

IX. ENTRY FEE

An online payment, cheque, or money order, in the amount of \$30.00 must be made payable to “Wildlife Habitat Canada”, and **received** by no later than **October 31, 2019**. The Entry Fee is **NON-REFUNDABLE** once the payment has been processed. The Entry Fee is to be submitted at the time that the painting is shipped to WHC.

X. COMPETITION DEADLINES

DEADLINE 1: – *Intent to Participate Form* **received** by WHC by no later than **July 31, 2019**.

DEADLINE 2: The following 3 items must be **received** by WHC by no later than **October 31, 2019**:

- Original Painting Entry Submission
- One signed Copy of the *Competition Agreement*
- \$30 Entry Fee

XI. SUBMISSION AND COMPETITION PROCESS

1. Submit your *Intent to Participate Form* by the deadline July 31, 2019.
 - Submit an *Intent to Participate Form*, indicating your intention to submit an original entry and your adherence to the *Competition Agreement* if you are declared the winner.
 - Complete the *Intent to Participate* form online **OR** download the PDF, then print, sign, and mail to WHC.
2. Submit your original painting, one signed copy of the *Competition Agreement*, and Entry Fee, to ensure that it is received by WHC by the deadline date of October 31, 2019.

- Submit your *Competition Agreement* form online **OR** download the PDF, then print, sign, and mail to WHC.
- Submit your \$30 Entry Fee online, **OR** mail a cheque or money order made out to “Wildlife Habitat Canada” with your painting submission.

Paintings and all printed forms must be shipped to:

Wildlife Habitat Canada - Art Competition
Suite 247 – 2039 Robertson Road
Ottawa, ON K2H 8R2

Please ensure the entry is protectively packaged and mailed first class or shipped via courier, to avoid any damage that may occur through the delivery process. In the past, WHC has received paintings that were damaged in transit.

WHC will not insure submitted paintings at any time and is not able to provide compensation for damage incurred in the process of shipping paintings. Artists, therefore, should obtain adequate property coverage for their paintings.

However, winning paintings will be insured while displayed as a public exhibit or while participating in any traveling exhibit programs.

3. The Art Competition will be held in November 2019.
4. Artists will be notified of the Competition results by email or physical mail following the completion of the Competition.
5. All entries, with the exception of the winning painting, will be returned by Canada Post or courier (Purolator), uninsured, within 90 days of completion of the Competition.

Note: Wildlife Habitat Canada will return each entry in its original packaging.

Any Painting submissions that are personally dropped off at the office of WHC need to be in adequate packaging that does not leave the painting exposed.

6. The winning painting must remain in the possession of WHC until March 31, 2022 (end of the Program Year).

Artist Signature

Appendix A – PROCEEDINGS

~ COMPETITION JUDGING CRITERIA ~

JUDGES

A minimum of five independent judges, including a representative of ECCC, and an ornithologist will be selected by WHC to serve without compensation except for reasonable transportation and accommodation expenses.

CRITERIA

Entries will be judged on the basis of:

- anatomical and habitat accuracy as depicted in breeding plumage and season;
- artistic composition;
- originality; and
- technical suitability for reproduction as a Conservation Stamp and a lithograph print:
 - Will the painting reproduce well to the miniaturized 1 1/4" x 2" Stamp and 6 1/2" x 9" Print?
 - Does the painting design allow space for the required text to be incorporated on the Stamp?

PROCEEDINGS

STAGE 1:

Judges will view each entry, one at a time, to determine those which meet the basic requirements of: anatomic and habitat accuracy; artistic composition; originality; technical suitability for reproduction as a Stamp and a lithograph Print. Those entries deemed acceptable will be moved to the second stage.

STAGE 2:

Each painting found acceptable in the first stage of judging will be displayed, one at a time, for the judges. Judges may discuss aspects of each painting using the following rating criteria and point allocations:

Biological Criteria (3 points maximum)

- (i) Accuracy of species' anatomy
- (ii) Accuracy of habitat component

Artistic Criteria (4 points maximum)

- (i) Does the painting present a fresh perspective?
- (ii) Rate the use of light, colour, technique and form
- (iii) Rate how realistically the painting presents the subject
- (iv) Is the level of detail appropriate and consistent?

Appeal Criteria (3 points maximum)

- (i) Will the subsequent print appeal to a wide audience including hunters and wildlife art collectors?
- (ii) Will the painting itself reproduce well to the 1 1/4" x 2" Conservation Stamp and 6 1/2" x 9" print, bearing in mind that the Stamp could feature a section of the painting only?
- (iii) Does the painting design allow space for the following text to be incorporated on the Stamp:

**Canadian Wildlife
Habitat Conservation Stamp
2021
Timbre sur la conservation des
habitats fauniques du Canada
\$8.50**

Each judge will vote, scoring each entry from 0 to 10. One highest and one lowest score for each entry will be eliminated and the remaining scores will be totaled to indicate the score for that entry. Entries receiving the four highest scores will then advance to the final round of judging.

STAGE 3:

In the third stage, the judges will openly discuss and debate the merits of each of the paintings that advanced from the second stage. The judges will then come to a consensus on the best painting for the Program.

If the judges cannot come to a consensus, all judges will vote on the deadlocked entries using one vote each for the entries believed to be the most qualified to win. At their discretion, the judges may choose up to three runners-up. The judges' decisions will be final.

In the event that the judges, in their collective opinion, do not find a submission suitable for selection, WHC reserves the right to commission an artist of its choice.

WILDLIFE HABITAT CANADA'S 2021 Canadian Wildlife Habitat Conservation Stamp and Print Art Competition

~ SCHEDULE C – Payments to the Artist ~

1. The Artist whose entry is selected as the winning entry by the judges will, in addition to receiving the prize sum of \$5,000.00 from WHC, receive payments as follows:
 - a) \$4.00 on all signed and numbered Limited Edition and Medallion Edition Prints sold;
 - b) \$2.00 on all signed and numbered Conservation Edition Prints sold;
 - c) a royalty in the amount of \$0.50 for each Artist-signed Conservation Stamp sold;
 - d) a royalty in the amount of \$15.00 for each remarque sold as a component of the Executive Edition Print; and,
 - e) receipt of 3 Executive Edition Prints.
2. WHC's obligations under this agreement including but not limited to payments to the artist including royalties, the production of the Stamp and lithographic Prints and the conveyance of those Stamps and Prints, as well as payments to the artist as outlined under Schedule C are subject to the Contribution Agreement between Environment and Climate Change Canada and WHC.

ROYALTY PAYMENT SCHEDULE

Sales Period	Payment Date
April 1, 2021 - June 30, 2021	July 30, 2021
July 1, 2021 - September 30, 2021	October 30, 2021
October 1, 2021 - December 31, 2021	January 30, 2022

January 1, 2022 - March 31, 2022	April 30, 2022
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Final reconciliation of the program: Paid on April 30, 2022.

**WILDLIFE HABITAT CANADA'S
2021 Canadian Wildlife Habitat Conservation
Stamp and Print Art Competition**

~ SCHEDULE D- Copyright Release Agreement ~

THIS ASSIGNMENT made as of this _____ day of _____, 2019.

BETWEEN:

WILDLIFE HABITAT CANADA, a corporation having its head office in the City of Ottawa, in the Province of Ontario

- and -

THE ARTIST,

(Name printed)

a resident of

(Full mailing address)

;
WITNESS that in consideration of the sum of two dollars and other good and valuable consideration the Artist hereby sells, assigns and transfers to WHC for perpetuity, all right, title and interest that the said Artist has in copyright in Canada, the United States of America and all other countries worldwide, in an artistic work entitled

“ _____ ”
which was created by said Artist.

Medium: _____

IN WITNESS WHEREOF the Artist has set his/her hand and seal in the City of

_____ in the Province of _____.

Artist Signature

Date