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## WILDLIFE HABITAT CANADA'S 2023 Canadian Wildlife Habitat Conservation Stamp and Print

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### ARTIST AGREEMENT

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Please read through the Artist Agreement in its entirety and if clarifications are needed, do not hesitate to contact us.

A fully signed agreement must be received by Wildlife Habitat Canada by the October 28, 2021 deadline (usually sent electronically or physically with the painting).

#### **Instructions:**

- Review the **Art Competition Information Package – Rules and Gridlines (Sign below)**.
- Fill out the information about yourself, address, your painting details on **Page 2**.
- Initial the bottom of all pages of the Artist Agreement; Full Signature required on **Page 6**.
- Review and sign the Copyright Release Agreement on **Page 7**.
- Review and sign the Winning Artist Payment Schedule Agreement on **Page 8**.

If declared the winner, these documents will stand true to your consent, compliance and full agreement with its contents.

*\*Failure to provide initials and signatures on all pages indicated may result in disqualification from the competition\**

#### **Contact for more information:**

Amanda Mangan, Project Manager  
Telephone: 1-800-669-7919 ext. 265  
Email: [amangan@whc.org](mailto:amangan@whc.org)

#### ***Acknowledgement of the Rules and Guidelines:***

I, \_\_\_\_\_ (Artist name, printed), have reviewed and read the Art Competition Information Package – Rules and Guidelines.

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Artist signature

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Date





**WILDLIFE HABITAT CANADA'S  
2023 Canadian Wildlife Habitat Conservation Stamp and Print**

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**ARTIST AGREEMENT**

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**THIS AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021,

**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)

**with the submission of the original painting entitled:**

\_\_\_\_\_  
(Full name of Painting: Example: "Habitat Location – Name of Species")

**created with the Artist's selected the medium:**

\_\_\_\_\_  
(Type of medium used to create piece. Example: "Oil on board panel")

**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 the Winning Artist Payment Schedule (Page 8) of this document;
- b) The Artist shall provide a written biography and several photos of themselves plus other art work for use in WHC communications;
- c) The Artist shall be available for the Official Stamp Launch in April 2023 and other promotional activities agreed upon by the Artist and WHC;
- d) The Artist will not unreasonably object to the Painting being reproduced on commercial items, including but not limited to those contained in the Program;
- e) 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;
- c) 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.*
- d) 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**

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.
  - ii) 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.
  - iii) 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.
- d) If WHC borrows the Painting after March 31, 2024, 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.
- e) 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, 2024), 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 Remarque's 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:**

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Wildlife Habitat Canada  
Cameron Mack, Executive Director

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**Artist Signature**





**WILDLIFE HABITAT CANADA'S  
2023 Canadian Wildlife Habitat Conservation Stamp and Print**

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**COPYRIGHT RELEASE AGREEMENT**

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**THIS ASSIGNMENT** made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**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** \_\_\_\_\_





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**WILDLIFE HABITAT CANADA'S  
2023 Canadian Wildlife Habitat Conservation Stamp and Print**

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**WINNING ARTIST PAYMENT SCHEDULE AGREEMENT**

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**PAYMENT TO 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.
3. ROYALTY PAYMENT SCHEDULE

Sales Period	Payment Date
April 1, 2023 - June 30, 2023	July 31, 2023
July 1, 2023 - September 30, 2023	October 30, 2023
October 1, 2023 - December 31, 2023	January 31, 2024
January 1, 2024 - March 31, 2024	April 30, 2024

Final reconciliation of the program: Paid on April 30, 2024.

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**Artist Signature**







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**WILDLIFE HABITAT CANADA'S**  
**2023 Canadian Wildlife Habitat Conservation Stamp and Print**

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**DEFINITIONS**

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“16 Pane Stamp”	a full sheet pane of 16 Stamps;
“Competition”	the 2023 Canadian Wildlife Habitat Conservation Stamp and Print Art Competition;
“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;
“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);
“ECCC”	Environment Climate and Change Canada.
“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;
“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”	a gold-plated medallion;
“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;
“Mint Stamp”	a single Stamp from a pane of 16 Stamps, in a booklet;
“Painting”	the original painting;
“Program”	Conservation, Limited, Medallion and Executive Edition Prints (reproductions), medallions, Remarque’s, lapel pins, Conservation Stamps and other promotional products featuring the image of the original painting;
“Remarque”	1 of 15 (or more) hand drawn image of the selected species in the middle border portion of the reproduction Painting Print;
“Signed Stamp”	a single Stamp from a pane of 16 Stamps, signed by the artist, in a booklet;
“WHC”	Wildlife Habitat Canada;

