

THIS AGREEMENT made as of _____2016,

BETWEEN:

THE CHILDREN'S AID SOCIETY OF OTTAWA
(hereinafter called "The Society")

OF THE FIRST PART

-and-

(hereinafter called "The Service Provider,")

OF THE SECOND PART

WHEREAS the Society hereby retains and engages The Service Provider to provide Process Serving Services. **NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and provisions herein set forth and other good and valuable consideration, the parties hereto agree, each with the other, as follows:

1. SERVICES

- 1.1. The Society hereby retains and engages The Service Provider to perform the services that are set out at such time services are sought.
- 1.2. The Service Provider acknowledges that neither the Service Provider, nor any person employed by or associated with the Service Provider is an employee of, or has an employment relationship of any kind with the Society, or is any way entitled to employment benefits of any kind whatsoever from the Society.

2. RESPONSIBILITIES

- 2.1 The Service Provider shall devote such amount of his time and resources as may be necessary to properly and efficiently discharge his duties hereunder and in discharging such duties shall use his best efforts at all times.
- 2.2 The Service Provider may, during the term of this Agreement be engaged by other clients, organizations or companies, provided that his engagement does not conflict with his duties hereunder or with the interests of the Society. For further clarification, The Service Provider shall not engage in any activity while retained by the Society that may compromise or conflict with the Society's interests.

- 2.3 The Service Provider agrees to pay to his own employees, servants, customers or agents, and to pay all required employer health tax levy amounts, Canada Pension Plan deductions, Income Tax deductions, Employment Insurance deductions, vacation pay, statutory holiday and worker's compensation deductions at his own expense and the Service Provider further agrees that if the Society is called upon to make any such payments on his behalf that he will forthwith reimburse the Society for such payments made.
- 2.4 In the delivery of services the Service Provider agrees to abide by the relevant policies and procedures of the Children's Aid Society of Ottawa as identified in appendix "D".

SATISFACTION OF THE SOCIETY

3. The Service Provider shall commence performance upon receipt of written instructions from CAS Ottawa.
- 3.3 The Service Provider hereby represents and warrants that the Deliverables shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations and furthermore that all Deliverables will be provided in accordance with: (a) the Agreement; (b) Professional / Industry Standards and Regulations; and (c) Requirements of Law. If any of the Deliverables, in the opinion of CAS Ottawa, are inadequately provided or require corrections, the Service Provider shall forthwith make the necessary corrections at its own expense as specified by CAS Ottawa in a rectification notice.
- 3.4 The Service Provider shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to CAS Ottawa without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by CAS Ottawa to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, CAS Ottawa may immediately terminate the Contract upon giving notice to the Service Provider where: (a) the Service Provider fails to disclose an actual or potential Conflict of Interest; (b) the Service Provider fails to comply with any requirements prescribed by CAS Ottawa to resolve a Conflict of Interest; or (c) the Service Provider's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.
- 3.5 Any failure by CAS Ottawa to insist in one or more instances upon strict performance by the Service Provider of any of the terms or conditions of the Agreement shall not be construed as a waiver by CAS Ottawa of its right to require strict performance of any such terms or conditions, and the obligations of the Service Provider with respect to such performance shall continue in full force and effect.

4. ACTS AND OMISSIONS

The Service Provider shall be solely responsible for the Service Provider's acts and omissions and the acts and omissions of the Service Provider Service Provider's employees and agents in performing the services under this Agreement.

5. TERM

The term of this Agreement shall commence on _____ 2016 for a period of three (3) years with an option to extend an additional one cycle of two (2) years subject to the Service Provider's original proposal in response to the RFSQ, unless this Agreement is amended or terminated earlier as hereinafter provided by section five (5) of this Agreement.

6. TERMINATION

6.1 The Society may, at any time by written notice of at least thirty (30) business days, terminate this agreement if it is of the opinion that the work is not being performed in a satisfactory manner or that a perceived breach of the agreement has occurred.

6.2 The Society may not terminate the agreement under paragraph #1 above, unless The Service Provider has been given reasonable notice of the deficiencies in performance, in writing, and has been given sufficient and reasonable time to correct the stated deficiencies but has failed to remedy them.

6.3 If this agreement is terminated under paragraph 1 and 2 above, the Service Provider shall be entitled to payment for the portion of work completed as of the date of termination.

7. PROVISION OF SERVICES AND PAYMENT

7.1 The Service Provider agrees to devote such time as is required to fulfill the activities and responsibilities as so contracted for with agreed upon schedule of payments.

7.2 Notwithstanding any other provisions of this Agreement, no payment shall be made unless the Service Provider has submitted, and the Client approved, invoices in respect of amounts noted in paragraph #1 above. The invoices shall be prepared in accordance with the Clients requirements and the amounts set out in the contract.

7.3 The Service Provider shall invoice CAS Ottawa for its services, in a monthly invoice format that meets the requirement of the CASO's billing processes.

- 7.4 All invoices will contain, at minimum, the following mandatory information
- i. The name of the person(s) being served identified by a CAS assigned file number
 - ii. CAS Ottawa FC or PO number
 - iii. Billing Date
 - iv. Invoice number
 - v. The outcome of the activity: Service completed or Attempted Service completed
 - vi. The number of attempts to complete the activity.
 - vii. CAS Ottawa Deliverables representative's name & title
 - viii. Professional fees amount, summarized by resource, time and rate types
 - ix. Allowable disbursements amounts itemized by categories of expenses
 - viii. Applicable taxes as required by Federal, Provincial and Municipal law
 - x. Invoice total
- 7.5 All invoices must be submitted within **xx days of service completed**, directly to the designated Legal Services staff.
- 7.6 Each invoice is subject to the approval of CAS Ottawa before any payment is released and payment shall be made within thirty (30) business days of such approval.
- 7.7 All statements of accounts containing confidential and/or detailed Deliverables information must be submitted directly to the CAS Ottawa representative for the Deliverables.

8. INDEMINIFICATION

The Service Provider undertakes and agrees to defend and to indemnify the Society and save harmless the Society, at the Service Provider's expense, from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner, based upon, occasioned by or attributable to the activities of the Service Provider by reason of:

(a) any breach of this Agreement by the Service Provider, the Service Provider's employees or persons for whom the Service Provider is at law responsible;

(b) the acts or omissions of the Service Provider the Service Provider's employees or any person for whom the Service Provider is at law responsible in performing the services under this Agreement or otherwise carrying on the Service Provider's business, including damage to any and all personal property, whether deliberate, accidental or through negligence, and tickets, fines or penalties;

(c) any claim or finding that the Service Provider's employees or any person for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with the Society or are entitled to any employment benefits of any kind; or

(d) any liability on the part of the Service Provider, under the Income Tax Act (Canada) as amended or any other statute, to make contributions, withhold or remit monies or make any deductions from payments, or to pay any related interest or penalties.

9. INSURANCE

The Service Provider shall maintain during the term of the contract, Comprehensive General Liability Insurance subject to limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. The Comprehensive General Liability Insurance shall include insurance for:

1. premises and operations liability;
2. product or completed operations liability;
3. written contractual liability;
4. cross liability
5. contingent employer's liability;
6. personal injury liability arising out of false arrest, detention or imprisonment of malicious prosecution; libel, slander or defamation of character; invasion of privacy; wrongful eviction and wrongful entry;
7. liability with respect to non-owned licensed motor vehicles;

A Certificate of Insurance satisfactory to the Society shall be provided prior to the commencement of the work and thereafter as required.

The policy (ies) shown above shall not be cancelled, permitted to lapse or materially changed unless the Insurer notifies the Children's Aid Society in writing at least (30) days prior to the effective date of cancellation, expiry or change. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Children's Aid Society of Ottawa.

10. INDEMNIFICATION

- 10.1 The Service Provider agrees to indemnify and save harmless CAS Ottawa, from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner, based upon, occasioned by or attributable to the activities of the Service Provider under this Agreement. The obligation of the Service Provider to indemnify CAS Ottawa, pursuant to the provisions of this clause shall survive any termination of this Agreement.

- 10.2 The Service Provider agrees to indemnify and hold CAS Ottawa harmless from any and all claims for bodily injury, death or property damage as well as any associated costs which result from any act or omission on the part of the Service Provider or its employees. The Service Provider further agrees to maintain professional liability insurance in a form acceptable to CAS Ottawa, with a minimum excess policy limit two (2) million dollars. Proof of insurance must be provided to CAS Ottawa in the form of a certificate of insurance naming the Service Provider, prior to the commencement of the contract. CAS Ottawa shall be named as an additional insured.
- 10.3 Such policies shall all provide that a thirty (3) day written notice shall be given to CAS Ottawa prior to any material change or cancellation of any such policy or policies.

11.0 NON-DISCLOSURE

- 11.1 Each party covenants and agrees that except as required pursuant to the terms of this Agreement, it will not during the currency of this Agreement or thereafter, disclose to any person, Service Provider, corporation or other entity any confidential or proprietary information which belongs to the other party and which becomes known to such party as a result of its involvement with the other party in connection with providing services under this Agreement.
- 11.2 For purposes of this Agreement, confidential information of a party shall include, without limitation, financial information, trade secrets, intellectual property, marketing strategies and technical information, but shall not include any information which is the matter of public knowledge or which is disclosed to a party by anyone other than the party hereto.
- 11.3 The Service Provider agrees to comply with CAS Ottawa's Policies and all relevant Federal or Provincial legislation and Regulations governing confidentiality and the release of Information. The Service Provider further agrees to comply with any additional rules, standards, policies, and procedures, which are communicated to the Service Provider in writing and which relate to said Information.
- 11.4 CAS Ottawa and the Service Provider agree that all provisions in this Agreement pertaining to the Information shall survive termination of this Agreement to the extent reasonably necessary to give full effect to those provisions.

12. OBLIGATION OF CONFIDENTIALITY AND PROPERTY RIGHTS

- 12.1 The Service Provider agrees that he will not, except as required by law, during or anytime after the commencement of this Agreement, use for himself or others, divulge or convey to others, or aid or abet others to divulge or to convey to others any information, knowledge, data or property relating to the affairs of the Society, his employees, his contractors, and clients of the Society, other than published material properly in the public domain. The provisions of this Article shall survive the termination of this Agreement.
- 12.2 Upon the termination of this Agreement, The Service Provider shall promptly (and in no event later than five (15) days thereafter), return all writings, including copies thereof, obtained from the Society which are then in his possession or under his control. Notwithstanding the return of such writings, the provisions of this Section shall remain in full force and effect.
- 12.3 Save and except the Service Provider's notes which are solely owned by the Service Provider, all intellectual property rights, including but not limited to copyright, in and to any clinical assessment, consultation reports, papers, documents, drawings, forms, memorandum, software or any other materials in any form whatsoever, including copies thereof, including any inventions, whether patentable or not created in connection with the performance of the Services under this Agreement shall be solely owned by the Society. To confirm such ownership in the Society of such intellectual property rights, The Service Provider hereby sells and assigns to the Society the entire right, title and interest in and to the intellectual property rights. For greater certainty, The Service Provider undertakes to execute, from time to time, upon the request by the Society, assignments of the Service Provider's rights in the intellectual property to the Society, shall co-operate with the Society in documenting the ownership of the intellectual property by the Society, shall provide all necessary assistance in the filing and prosecution of any applications to register the intellectual property.
- 12.4 All files created by the Service Provider in connection with the performance of the Services under this Agreement ("the files") shall be solely owned by the Society. The files shall be kept in a secure and confidential area at all times pursuant to the practice regulations of the College. Upon termination of this agreement, The Service Providers shall truly and faithfully account for and deliver all the files to the Society.

13. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

Prior to the commencement of any work under this contract, the potential Firm shall furnish evidence of compliance with the requirements of Section 6 of Ontario Regulations 429-07, Accessibility Standards for Customer Service, under the Accessibility for Ontarians with Disabilities Act, 2005.

Pursuant to Section 6 of the Regulation, the potential Firm shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purpose of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.

The Service Provider, shall submit to CASO upon request, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training was provided and the individuals to whom training was provided. CASO reserves the right to require the potential Firm to amend its training policies, practices and procedures if CASO deems the same not to be in compliance with the requirements of the Regulation. For further details go to www.AccessON.ca

11. COPYRIGHT, CREDIT AND OWNERSHIP OF CONTENT

11.1 Copyright to any material created under the contract will remain exclusively as The Society's with any limited rights to disseminate and use all material assigned to the Service Provider to be finalized upon receipt of all final material and report. This right of The Society is in perpetuity.

11.2 The Society agrees that all text, graphics, data and any other material provided to the Service Provider for inclusion in the contract are its sole responsibility and that the Service Provider will not in any way be held responsible for any claims of copyright infringement or violation, and further The Society agrees to hold The Service Provider harmless from any claim of damages or liability in connection with material provided by them to the Service Provider Service Provider.

These terms, related to copyright of work described herein, shall survive any termination of this agreement.

11.3 The Society agrees that The Service Provider has the right to place their name, company logo and/or information on main products, reports, websites or other public materials produced for purposes of credit for original work completed under the contract. The Society and Thee Service Provider will agree on the specific materials and the placement, size and pertinent credit or recognition to be included as it arises during the period of the contract.

12. GENERAL

- 12.1 Both parties hereto covenant, agree and confirm that they have entered into this Agreement not as employer nor employee, nor in partnership, but merely as independent parties carrying on separate enterprises.
- 12.2 The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained.
- 12.3 This Agreement shall be interpreted and governed in accordance with the laws of the Province of Ontario.
- 12.4 To the extent that this Agreement is in conflict with any other agreements between the parties, this Agreement shall supersede all other agreements between the parties.
- 12.5 This Agreement constitutes the entire Agreement between the parties. There are no oral or written representations, warranties, forms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the parties, other than as expressly set forth in this Agreement.
- 12.6 The Service Provider may not assign this Agreement or any part thereof without the written consent of the Society.
- 12.7 There shall be no waiver of any breach of any term or condition of this Agreement unless the waiver is in writing signed by the party who has not committed the breach. A waiver with respect to a specific breach shall not affect any rights of the parties relating to other or future breaches.
- 12.8 Any notice required to be given hereunder shall be in writing and may be delivered personally or be sent by registered mail to The Service Provider at the following address:
- Any notice sent by registered mail shall be deemed to have been received by the party to whom it is addressed on the third (3rd) business day following such mailing.
- 12.9 All notices and communications to the Society in connection with this Agreement shall be addressed to the attention of:

Ms. Tracy Engelking
tracy.engelking@casott.on.ca
1602 Telesat Ct,
Ottawa, Ontario,
K1B 1B1

13. The Service Provider acknowledges that he has read and understood the terms of this Agreement and agrees that the said terms are fair and reasonable and correctly set out the parties' intentions and further agrees to abide by the terms hereof. The Service Provider further acknowledges that he has had legal representation with respect to the terms of this Agreement or the opportunity to obtain same.

This agreement shall be deemed to have come into force and effect on the 1st day of _____ 2016.

In witness whereof, and on behalf of The Society and the Service Provider, the following signatures are designated signing officers for the respective parties to the agreement and have executed this Agreement on the _____ day of _____, 2016.

The Service Provider

The Children's Aid Society of Ottawa