

## **AGREEMENT**

THIS AGREEMENT (“the Agreement”), made in duplicate, for the provision of Print and Design Services is effective as of \_\_\_\_\_, 2016

### **BETWEEN:**

#### **THE CHILDREN’S AID SOCIETY OF OTTAWA**

(hereinafter called “CAS Ottawa”)

### **AND:**

#### **THE FIRM**

(referred to as the “service Provider”)

In consideration of their respective agreements set out below, the parties covenant and agree as follows:

### **1. SERVICE REQUIREMENTS**

- 1.1 In respect of its obligations hereunder, the Service Provider agrees to provide during the term of this agreement, the Deliverables of Print and Design Services, to fulfill the terms of this Agreement as set out more particularly in Appendix “A”, Scope of Services, Deliverables.
- 1.2 The Service Provider agrees to maintain detailed and accurate records of time spent and Deliverables rendered and to submit such records to CAS Ottawa, in a format that is mutually acceptable.
- 1.3 The Service Provider shall be responsible for all expenses incurred by him or her related directly or indirectly to the performance of Deliverables pursuant to this agreement, unless otherwise specified herein or in Appendix “B” to this Agreement.

### **2. NATURE OF RELATIONSHIP BETWEEN THE PARTIES**

- 2.1 The Service Provider represents and warrants that it has the full right and power to enter into the Agreement and there is no agreement with any other Person which would in any way interfere with the rights of CAS Ottawa under this Agreement.
- 2.2 The Service Provider agrees that this is a contract relationship for the provision of the Deliverables to CAS Ottawa and no rights, privileges or considerations are due to the Service Provider outside of the expressly agreed provisions of this Agreement.

- 2.3 Nothing in this Agreement shall be construed so as:
- i. to create a joint venture, partnership, agency, employee or other similar relationship of any type between the Service Provider and CAS Ottawa.
  - ii. to impose any liability that may arise between an employer and employee as the case may be.
- 2.4 The Service Provider is not an agent, employee, servant or officer of CAS Ottawa and shall not be entitled to receive from CAS Ottawa any benefits not specified in Appendix “B”, and CAS Ottawa shall not be required to make contributions for Employment Insurance, Canada Pension Plan, Workers’ Compensation, Harmonized Services Tax, Income Tax withholdings or other similar levies in respect of the fee for services to be paid to the Service Provider pursuant to Appendix “A”.

### **3. SATISFACTION OF CAS OTTAWA**

- 3.1 The Deliverables to be carried out by the Service Provider under the terms of this Agreement shall be completed to the full satisfaction of CAS Ottawa.
- 3.2 The Service Provider shall commence performance upon receipt of written instructions from CAS Ottawa. The issuance of a Financial Commitment or Purchase Order (FC/PO) also constitutes a written permission.
- 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

#### **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's employees and agents in performing the services under this Agreement.

#### **5. TERM**

3.1 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 RFP, unless this Agreement is amended or terminated earlier as hereinafter provided by section five (5) of this Agreement.

#### **6. TERMINATION**

6.1 CAS Ottawa may terminate this Agreement at any time by providing three (3) months' notice to the Service Provider, in writing, by registered mail or personal service. Upon the expiration of the notice period and delivery of any and all work completed or in progress to date, to CAS Ottawa, this Agreement shall be wholly terminated.

6.2 Notwithstanding the above provisions, CAS Ottawa may terminate the services of the Service Provider for material breach of the terms of their engagement at any time without notice or payment in lieu thereof.

6.3 A party shall be deemed to be in default of this Agreement (the "Defaulting Party") and the other party (the "Party not in default") may, at its option, terminate this Agreement and all rights granted hereunder effective immediately, without notice or prior opportunity to sure the default, upon the occurrence of any of the following events:

6.4 The Defaulting Party shall become insolvent or make a general assignment for the benefit of creditors.

- 6.5 The Defaulting Party files an assignment in bankruptcy or if a petition in bankruptcy is filed against the Defaulting Party.
- 6.6 If a receiver of the assets of the Defaulting Party is appointed by any Court of competent jurisdiction.
- 6.7 If a final judgment which materially adversely affects the continued operations of the Defaulting Party remains unsatisfied or of record for sixty (60) days or longer.

## **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.

All invoices will contain, at minimum, the following mandatory information:

- i. CAS Ottawa FC or PO number
- ii. Billing Date
- iii. Invoice number
- iv. Deliverables
- v. CAS Ottawa Deliverables representative's name & title
- vi. Professional fees amount, summarized by resource, time and rate types
- vii. Allowable disbursements amounts itemized by categories of expenses
- viii. Harmonized Sales Tax (HST)
- ix. Invoice total

- 7.4 All invoices must be submitted directly to the Communication Office.
- 7.5 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.
- 7.6 All statements of accounts containing confidential and/or detailed Deliverables information must be submitted directly to the CAS Ottawa representative for the Deliverables.

## **8.0 INDEMNIFICATION AND INSURANCE**

- 8.1 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.
- 8.2 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.
- 8.3 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.

## **9.0 NON-DISCLOSURE**

- 9.1 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.
- 9.2 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.
- 9.3 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.

## **10.0 GENERAL**

- 10.1 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.
- 10.2 The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 10.3 The parties hereto agree to execute any further and other documents which shall be necessary or desirable to give effect to the terms of the within Agreement.
- 10.4 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.
- 10.5 The parties may at any time and from time to time, alter or vary the services and the price to be paid by CAS Ottawa for the services to be performed, but no such change shall be binding on either party unless agreed to and reduced to writing and signed by both parties as an Amendment to this Agreement. If CAS Ottawa, requests a change and/or any incremental responsibilities, project work and/or activities beyond the scope outlined herein, an Amendment to this Agreement will be established detailing the scope change, term and compensation, CAS Ottawa and the Service Provider will properly authorize such an agreement.
- 10.6 The Service Provider may not assign this Agreement or any part thereof without the written consent of CAS Ottawa.
- 10.7 There shall be no waiver or 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.
- 10.8 The Service Provider acknowledges that unless it obtains specific written preauthorization from CAS Ottawa, any access to or use of CAS Ottawa property, technology or information that is not necessary for the performance of its contractual obligations with CAS Ottawa is strictly prohibited. The Service Provider further acknowledges that CAS Ottawa may monitor the Service Provider to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Service Provider.
- 10.9 During the Term, the Service Provider shall advise CAS Ottawa promptly of: (a) any contradictions, discrepancies or errors found or noted in the Agreement; (b) supplementary details, instructions or directions that do not correspond with those contained in the Agreement; and (c) any omissions or other faults that become evident

and should be corrected in order to provide the Deliverables in accordance with the Agreement and Requirements of Law.

- 10.10 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:

Cindy R. Perron  
Communications Supervisor / Chef des communications  
The Children's Aid Society of Ottawa / La Société de l'aide à l'enfance d'Ottawa  
(613) 747-7800 ext. / poste 2227  
[www.casott.on.ca](http://www.casott.on.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.
- 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. 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](http://www.AccessON.ca)

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this \_\_\_\_,  
2016

**The Service Provider**

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**The Children's Aid Society of Ottawa**

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## APPENDIX A SCOPE OF SERVICES

- ❖ The Printing Firm will be responsible for providing all labour, equipment and material necessary for the production of the printed requests.
- ❖ Document quality is to meet the highest standards in terms of readability and overall appearance. The CASO solely determines acceptable quality.
- ❖ Live proofs will be required and are subject to CASO approval before completion of the project.
- ❖ Any designs, drawings, pictures, etc provided by the CASO for use in production of printed material are the sole property of the CASO and shall be held confidential by the vendor.
- ❖ All packages, boxes, and cartons shall be labeled with the following; project name, language on print materials, total volume and name of receiving department/person All work completed will be subject to inspection and approval by the CASO and the CASO reserves the right to reject acceptance of work, which is not in accordance with the instructions, specifications, drawings, data or quality standards. Rejected work shall be at the expense of the vendor.
- ❖ The Printing Firm must have the ability to accept and update files created in Corel Draw 12 or a newer version of Corel Draw.
- ❖ The ability to print in the following languages: Inuktituk, Somali, Farsi, Vietnamese, Chinese simplified, Spanish, Arabic, French and English.
- ❖ If the execution of work to be performed by the company requires the hiring of sub-contractors this must be clearly stated.
- ❖ Availability to attend at CASO offices for consultations
- ❖ Ability to commit to a quick turnaround time.
- ❖ Ability to provide alternate forms of presentation and packaging.

## **APPENDIX B**

### **PRICING for CAS REQUIREMENTS**

#### **DISBURSEMENTS**

**All invoices shall include the following:**

- x. CAS Ottawa FC or PO number
- xi. Billing Date
- xii. Invoice number
- xiii. Deliverables (specifics of job description)
- xiv. CAS Ottawa Deliverables representative's name & title
- xv. Professional fees amount, summarized by resource, time and rate types
- xvi. Allowable disbursements amounts itemized by categories of expenses
- xvii. Harmonized Sales Tax (HST)
- xviii. Invoice total