

**CANADIAN COUNCIL OF MINISTERS OF THE ENVIRONMENT INC.
(CCME)**

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT made in duplicate as of the xxth day of Month, 2016;

BETWEEN:

Name of Contractor
Address
City, Province
Postal Code

Hereinafter called the “Contractor”

AND:

Canadian Council of Ministers of the Environment Inc.
123 Main Street, Suite 360
Winnipeg, Manitoba
R3C 1A3

Hereinafter called “CCME”

WHEREAS CCME is a company incorporated under the laws of Canada, having its head office in the City of Winnipeg;

AND WHEREAS the Contractor is a company registered under the laws of Province, having its head office in the City of Name;

AND WHEREAS the Contractor and CCME have agreed to enter into a contractual relationship for the purpose of Statement of Work;

NOW THEREFORE, in consideration of the terms and conditions and mutual promises contained herein the parties agree as follows:

SECTION 1 - INTERPRETATION

1.01 Definitions

For the purposes of this Agreement, the following terms shall have the meaning assigned to them herein:

- (a) “Agreement” shall mean this Professional Services Contract.

- (b) "Authorized Expenses" shall mean those expenses outlined in this Agreement to a maximum of \$Amount Canadian dollars, inclusive of all applicable taxes, and are in addition to the Total Fees.
- (c) "Commencement Date" shall mean the xxrd day of Month, 2016.
- (d) "Contract Authority" shall mean the individual responsible for administration of this Agreement on behalf of CCME. The parties have agreed that Name shall be the CCME Contract Authority.
- (e) "Deliverables" means those items to be delivered by the Contractor in exchange for the Contract Price, as described in Section 4 hereof.
- (f) "Material" has the meaning specified in Subsection 8.01(b) hereof.
- (g) "Project" means the Project described in Schedules "A" and "B".
- (h) "Project Authority" shall mean the individual responsible for keeping the Project Team informed regularly on Project developments, and who shall seek the Project Team's advice and approval at specific milestones. The parties have agreed that Name shall be the Project Authority.
- (i) "Project Team" shall mean the Name of CCME group for CCME purposes.
- (j) "Services" are the tasks to be performed by the Contractor to produce the Deliverables.
- (k) "Total Maximum Contract Price" means the sum of the Total Fees, together with the Authorized Expenses, inclusive of all applicable taxes, which is AMOUNT DOLLARS (\$xxx.xx Canadian); and
- (l) "Total Fees" shall mean the Contractor's professional fees, inclusive of all applicable taxes, for the Deliverables and all Services in relation to the Project, of AMOUNT DOLLARS (\$xxxx.xx Canadian).

1.02 In the event that any of the terms or conditions contained in any Schedule attached hereto conflict with any of the provisions in the text of this Agreement, without the Schedules, the text of this Agreement shall prevail.

SECTION 2 - COMMENCEMENT

2.01 This Agreement shall not be in force, or bind any of the parties, until executed by all parties named herein.

SECTION 3 - ADMINISTRATION

- 3.01 For the purpose of administration of the Project, the contact persons for the Contractor and CCME shall be **Name** and **Name**, respectively.

SECTION 4 - DESCRIPTION OF SERVICES AND DELIVERABLES

- 4.01 The Contractor shall be responsible for producing and delivering the Deliverables in relation to the Project within the time periods specified in Schedules "A" and "B", and for providing all Services required in connection therewith. The Project background, objectives, scope, tasks and Deliverables are detailed in Schedule "A" attached to this Agreement.
- 4.02 Subject to the other provisions of this Agreement, with respect to the completion of the Project, the Contractor shall undertake the approach and timing specified in Schedule "A".
- 4.03 The parties acknowledge that the ability of the Contractor to meet some Deliverable dates is dependent on the receipt of review comments by third parties including the Project Team.
- 4.04 The Contractor shall submit one electronic copy of all Deliverables relating to the Project to both the Project Authority and the Contract Authority by **Date**.
- 4.05 All records, including but not limited to documents, reports, briefing notes and correspondence generated by the Contractor during the course of this Project shall be prepared in English using *Microsoft Word* for word processing, *Microsoft Excel* for data management, and *Microsoft PowerPoint* for presentations and other graphics. The Project Authority shall consult with CCME no later than ten (10) days after receipt of reports to determine whether the conditions of this Agreement have been met in full.
- 4.06 CCME may, from time to time, give such instructions to the Contractor as are considered necessary in connection with the provision of the Services and the Contractor agrees to comply herewith.

SECTION 5 - INDEPENDENT CONTRACTOR

- 5.01 The Contractor, for all purposes, shall be an independent contractor and not the servant, employee or agent of CCME and the Contractor shall not be entitled to, nor shall it hold itself out as having authority to contract for, or on behalf of, CCME.
- 5.02 The Contractor shall not in any manner whatsoever commit, or purport to commit, CCME to the payment of any money to any person, firm or corporation for any reason.

SECTION 6 - CONTRACTOR COVENANTS

- 6.01 The Contractor covenants and agrees that:

- (a) all necessary tools, equipment, supplies and personnel required to complete the Services within the allotted times shall be supplied by the Contractor;
- (b) the Contractor shall observe, comply with and conform to every applicable municipal, provincial, and federal statute, law, regulation, order, by-law, ordinance and rule in force at any time;
- (c) in fulfilling its obligations hereunder, the Contractor, as far as possible, shall use products and processes which are environmentally friendly;
- (d) the Contractor shall use due care to ensure that no person or property is injured and no rights infringed during the performance of the Services and the Contractor shall be solely responsible and hereby indemnifies and saves harmless CCME for and from all losses, damages, costs, and expenses in respect of any injury to persons or property in the Contractor's performance of the Services or otherwise; and
- (e) the Contractor shall promptly pay all persons employed by it, and shall comply with all legislation respecting wages and the payment of wages and the requirements of any legislation applicable to contracts respecting work and fair employment.

SECTION 7 - FEES AND EXPENSES

- 7.01 In consideration for the Deliverables to be provided by the Contractor, and the Services in connection therewith, CCME shall pay to the Contractor the Total Fees, together with the Authorized Expenses, up to the Total Maximum Contract Price.
- 7.02 Payment of the Total Fees will be made upon the Contractor's completion of tasks as evidenced by the production of the specified Deliverables. Payments will be made only after receipt of such Deliverables and acceptance thereof by the Contract Authority. Except as otherwise specifically provided for herein, CCME will not be required to pay for partially completed tasks or for any additional work that may be required that the Contractor has not budgeted for in its proposal.
- 7.03 If the Contractor anticipates that it will be necessary for it to incur additional expenses, in excess of the Authorized Expenses, in order to perform its Services and provide the Deliverables under this Agreement, it shall so advise CCME and request CCME to reimburse it for such expenses. CCME shall reimburse the Contractor for such additional expenses only if it has given its prior written approval to the Contractor to incur such expenses.
- 7.04 Invoices related to all claims for payment for fees and expenses shall be submitted electronically by the Contractor to the CCME Project Authority for the purposes of verifying that the Deliverables have been received and the services have been

satisfactorily rendered and the work has been performed in a proper and professional manner, all of which verification is, subject to satisfactory completion of further requirements, in the sole discretion of CCME, and, in the case of Expenses, verification that such expenses are Authorized Expenses.

- 7.05 The Project fees and expenses are detailed in this Agreement. The Contractor shall have the latitude to reallocate fees and expenses based on actual expenditures, but the Total Maximum Contract Price, inclusive of all fees and expenses and applicable taxes, of \$xxxx.xx Canadian, shall not be exceeded.
- 7.06 Payments shall be made by CCME via electronic funds transfer to the Contractor after the Deliverables specified in section 4 have been accepted by the Project Authority, and invoices are submitted by the Contractor, approved by the Project Authority, and received by CCME. Payment shall be made according to the following schedule and guidelines:
- PAYMENT 1: One payment to a maximum of \$xxxx.xx, inclusive of all applicable taxes, after Name of deliverable by Date, 2016, and an invoice approved by the Project Authority.
 - PAYMENT 2: One payment to a maximum of \$xxxx.xx, inclusive of all applicable taxes, after Name of deliverable by Date, 2016, and an invoice approved by the Project Authority.
 - PAYMENT 3: One payment to a maximum of \$xxxx.xx, inclusive of all applicable taxes, after Name of deliverable by Date, 2016, and an invoice approved by the Project Authority.

Authorized expenses, up to a maximum of \$xxxx.xx, inclusive of all applicable taxes, may be billed on an “as incurred” (or monthly) basis and payment will be made after electronic confirmation from the Project Authority that the expenses were authorized and approved. Travel and related expenses must follow CCME “Guidelines for Reimbursement of Expenses”, attached as Schedule “C”. The Contractor shall supply reasonable and adequate documentation to support the expense claims.

The Contractor will provide all necessary information to enable electronic funds transfers before initiating work on the project. If the electronic payment information provided by the contractor is incorrect and results in a returned payment, the Contractor will be responsible for reimbursing CCME for the service fees charged by CCME’s electronic funds transfer provider.

- 7.07 In the event that CCME, in its sole discretion, determines that there are deficiencies in the Deliverables received or Services rendered, CCME shall identify the deficiencies and give notice to the Contractor and shall determine in conjunction with the Contractor a reasonable time to correct the identified deficiencies. If the deficiencies are not corrected in accordance with the notice provided to the Contractor by CCME, pursuant to this

Section 7.07 of the Agreement, within the agreed upon time period, CCME shall be entitled to terminate the contract under the provisions of Section 11 of this Agreement.

SECTION 8 - REPORTS

- 8.01 The Contractor, at any time or times, shall upon receipt of a written or verbal request from CCME:
- (a) provide CCME with full information concerning the work completed and to be completed by the Contractor in connection with the provision of the Services; and
 - (b) permit CCME at all reasonable times to inspect, examine, review and copy any and all findings, data, specifications, drawings, working papers, reports, documents and material, whether completed or otherwise (herein collectively called the "Material"), that have been produced, received or acquired by the Contractor as a result of the performance of Services under this Agreement.
- 8.02 CCME may audit the books and records relating to the Project at any time and the Contractor shall cooperate fully with any auditor appointed by CCME.

SECTION 9 - CONFIDENTIALITY

- 9.01 The Contractor shall treat as confidential and shall not, without prior written consent of CCME, publish, release or disclose or permit to be published, released or disclosed before, upon or after expiration or sooner termination of this Agreement, the Material or any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement, except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfil its obligations under this Agreement.

These obligations of confidentiality shall not apply to information which is:

- (a) already in the public domain;
- (b) provided to the Contractor by a third party without obligation of confidentiality;
- (c) independently developed by the Contractor without access to CCME's information;
or
- (d) required to be disclosed by law or by court order

provided that none of these exclusions to the Contractor's obligations of confidentiality will operate if:

- (e) such information is produced or used by the Contractor in the course of its performance of its duties hereunder or is otherwise in any way related to the Contract or CCME; or
- (f) the exclusions become applicable because of the fault, cause, participation, assistance, failure or breach of the Agreement, by the Contractor.

In the case of information which is required to be disclosed by law or by court order, the Contractor shall have first attempted to maintain the confidentiality of the confidential information by asserting and prosecuting diligently in every relevant action or proceeding any applicable privilege or exemption or right to refuse disclosure, and within a reasonable time prior to any disclosure shall have notified CCME in order to give CCME the opportunity to seek other legal remedies to maintain such confidential information in confidence.

SECTION 10 - OWNERSHIP

10.01 All Deliverables, including, without limitation, any final report to be produced as a product of the Services provided by the Contractor as a result of this Agreement, all Materials and all materials, equipment, machinery or other property, if any, provided by CCME to the Contractor as a result of this Agreement, or purchased with funds provided hereunder, shall:

- (a) be the exclusive property of CCME; and
- (b) forthwith be delivered by the Contractor to CCME on CCME giving written notice to the Contractor requesting delivery, whether such notice is given before, upon or after the expiration or earlier termination of this Agreement.

10.02 The copyright in any reports produced as a product of the Services and all related Material shall belong exclusively to CCME and the Contractor hereby waives all moral rights to such reports and related material as such rights now or hereafter exist, by legislative enactment, or otherwise.

SECTION 11 - TERMINATION

11.01 (a) CCME may in its sole discretion, terminate this Agreement if the Contractor fails to comply with any material term of this Agreement, or with any reasonable instructions given pursuant to this Agreement and that failure continues uncorrected for more than twenty-four (24) hours. In the event of such termination, CCME shall pay the Contractor only for Deliverables, and Services in relation thereto, provided to the date of notice of termination.

- (b) Notwithstanding paragraph (a), or any other provision of this Agreement, CCME may, at any time, upon written notice with or without cause, suspend or terminate all further commitments and obligations of CCME, including payment and

reimbursement, pursuant to this Agreement. In the event of such termination or suspension, CCME shall pay the Contractor for any Deliverables, and Services in relation thereto, provided to the date of notice of termination, and, in addition thereto the following:

- i. in respect of fees for Services provided in relation to outstanding Deliverables for which payment has not been made, an amount determined by CCME, acting reasonably, and in consultation with the Contractor, equal to a portion of the Total Fees, which portion shall be based upon the amount of work done to the date of termination in relation to all of the work to be done to complete the contract; and
- ii. all Authorized Expenses to the date of notice of termination.

SECTION 12 - GENERAL PROVISIONS

- 12.01 This Agreement represents the entire and integrated Agreement between CCME and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. There are no covenants, representations, warranties, promises or undertakings of any kind other than those expressly set forth herein. In the event of an inconsistency between the terms of this Agreement and any schedule hereto, the terms of this Agreement shall prevail and govern.
- 12.02 CCME and the Contractor agree that this Agreement may be entered into electronically, and that an electronic signature shall provide conclusive proof of a party's assent to the terms of this Agreement. CCME and the Contractor further agree that electronic provision of this Agreement (and such other schedules agreements, notices and disclosures, as are contemplated hereunder) shall constitute, and be deemed to be equivalent to, the provision of a physical written paper version of this Agreement.
- 12.03 CCME and the Contractor agree that this Agreement may be executed by the parties in separate counterparts each of which may be an electronically scanned (PDF) or facsimile copy, and when so executed and delivered, physically or electronically, shall be deemed to constitute an original, but all of which together shall constitute one and the same agreement.
- 12.04 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by both the Contractor and CCME or their duly authorized representatives.
- 12.05 The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of it.
- 12.06 The Contractor shall not, without the prior written consent of CCME:
 - (a) assign, either directly or indirectly, this Agreement or any of the rights of the Contractor under it; nor

- (b) subcontract any obligation of the Contractor under this Agreement.
- 12.07 Even with the consent of CCME, no subcontract entered into by the Contractor shall relieve the Contractor from any of its obligations under this Agreement or impose any obligation or liability upon CCME to any such subcontractor; and
- 12.08 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 12.09 No employee of any federal, provincial or territorial government shall be admitted to any share or part of this Agreement or to any benefits that may arise therefrom. For the purposes of this agreement an employee is anyone who has an employee-employer relationship with any jurisdiction and includes *inter alia* permanent, term, temporary, part-time and contracted staff.
- 12.10 The Contractor shall commence and shall complete each phase of the Services by the dates agreed to by the parties of this Agreement. Time shall be deemed to be material and of the essence of this contract.
- 12.11 In the event that any provision in the Agreement shall be deemed void or invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, at the option of CCME, shall be and remain in full force and effect.
- 12.12 Unless otherwise agreed by the parties in writing, this Agreement shall be deemed to be made pursuant to, and shall be construed, performed and enforced in accordance with, the laws of Canada and the province of Manitoba. Any and all disputes arising under this Agreement, whether as to interpretation, performance, or otherwise, will be subject to the exclusive jurisdiction of the courts of the Province of Manitoba and each of the parties hereto hereby irrevocably attorns to the exclusive jurisdiction of the courts of such Province.
- 12.13 Any notice or request required or permitted to be given to either party must be delivered electronically, by commercial courier or by registered mail to the party's address as listed below:

The Contractor: Contractor Name
 Address
 City, Province
 Postal Code
 Email address

CCME: Canadian Council of Ministers of the Environment Inc.
 123 Main Street, Suite 360
 Winnipeg, Manitoba
 R3C 1A3

xxxx@ccme.ca

Project Authority: [Name](#)
 [Address](#)
 [City, Province](#)
 [Postal Code](#)
 [Email address](#)

IN WITNESS WHEREOF, on the dates indicated, this Agreement has been executed on behalf of the Canadian Council of Ministers of the Environment Inc. by the hands of its proper signing officers duly authorized and by the Contractor.

DATE: [\[Insert electronic signature date\]](#)

CANADIAN COUNCIL OF MINISTERS OF THE ENVIRONMENT INC.

Per:

Per:

Michael R. Goeres, C.I.M.
Executive Director

Krista Nazimek
Manager of Planning, Operations and Policy

CONTRACTOR: [Name](#)

Per:

[Contractor's Signing Authority](#)

DATE: