



ONTARIO COLLEGE OF TRADES

ORDRE DES MÉTIERS DE L'ONTARIO

***Payment Processing
&
Invoice Production for the
Ontario College of Trades (OCOT)***

Request for Proposal (RFP) No. OCOT/MS/2012-02

Date Issued: 25 July 2012

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A. INTRODUCTION

1. Objective

The purpose of this Request for Proposal (RFP) is to solicit qualified offers for development and implementation of invoice and receipt document output production with associated activities to hand-off the output documents to Canada Post, and multi-channel payment processing for Ontario College of Trades (OCOT) with a go-live date of November 1, 2012.

Your company is kindly invited to submit your best technical and financial offer for the requested services. Your proposal could form the basis for a contract between your company and the OCOT. For more information about OCOT please consult our website www.collegeoftrades.ca.

2. Background Information

The Ontario College of Trades (College) is a new regulatory body established by the Ontario College of Trades and Apprenticeship Act, 2009 (Act). The College has a duty to serve and protect the public interest in carrying out a number of objects and functions under the Act. This includes, but is not limited to, establishing the scope of practice, regulating practice, governing members and modernizing skilled trades in Ontario. In preparation for the launch of membership activity in January 2013, the College is currently developing the required IT infrastructure and business processes to support the range of its operational mandate.

The regulation and issuance of qualification and certification operations is currently scheduled to transition from the Ministry of Training, Colleges and Universities (MTCU) to the College on January 1, 2013. Although a number of key decisions, regulations and by-laws have yet to be passed, the College is forecasting a potential membership base in excess of 200,000 members as of this transition date. To support the membership base, the College anticipates a need to be able to perform a number of functions; issuance of annual membership notification/invoices, processing of other fee-based membership transactions, receipt and remittance of payment across all modern channels, printing and delivery of a number of membership statements and credential documents. For purposes of estimating the potential value of an annual financial services model, the proposed annual membership volumes are shown in Table 1 below.

| Membership Class | Forecasted Membership |
|-------------------------|------------------------------|
| Apprentice | 100K |
| Journeyperson | 100K |

| | |
|--|------------|
| <p>Employer/Sponsor</p> <ul style="list-style-type: none"> • Small (0-5 Trades employees) • Medium (6-50 Trades Employees) • Large (over 50 Trades Employees) | <p>TBD</p> |
|--|------------|

Table 1: Draft Membership Fee Schedule – Open for Public Consultation

The College is currently working with a selected vendor (CSDC) to configure and implement a core membership licensing/CRM platform (AMANDA) which will support all of the anticipated membership transactions. Critical to this platform are requirements to interface with and process any and all financial transactions.

Modernizing the invoice, receipt, payment processing and associated handling activities is crucial to the successful launch of the College in January 2013. This includes the requirement for being able to help OCOT design invoice and receipt documents, receive electronic files for the purposes of printing invoicing documents, provide and manage multi-channel payment processes from retail lockbox operations, IVR, online and other self-serve channels, including providing remote access to the vendor’s system to see the processing activities/transactions and training on the vendor’s system to support the needs of the membership and minimize the operational expenses of the College.

It is expected that this Financial Service System will also trigger other activities such as the production of member credential documents such as Certificates of Qualification and Membership cards. These activities are tightly linked but are not a mandatory component of this RFP.

B. INSTRUCTIONS TO BIDDERS

1. Language of the Proposal and other Documents

All correspondence and documents relating to the proposal exchanged between the bidder and OCOT shall be in English language.

2. Cost of the Proposal

The bidder shall bear all costs associated with the preparation and submission of the proposal up to the final award of the contract. OCOT will in no case be responsible or liable for those costs regardless of the conduct or outcome of the procurement process.

3. Validity of the proposal

The proposal shall be valid for 90 days after the closing date of proposal submission as specified in this RFP. A proposal valid for a shorter period will be rejected by

OCOT as non-responsive. OCOT may solicit the bidder's consent for an extension of the period of validity under exceptional circumstances.

4. Contents of the Proposal

The bidder is expected to examine all corresponding instructions, forms, and terms and specifications contained in this RFP.

5. Joint Proposal

Two or more companies may form a consortium and submit a joint proposal if this helps in finding a team capable of undertaking all elements of the anticipated work. Such a proposal must be submitted under the name of one member of the consortium - hereinafter "lead organization". The lead organization will be responsible for undertaking all negotiations and discussions with OCOT and performing the contract.

6. Communications during the RFP Period

All inquiries regarding this RFP should be directed in writing to Zara Mnatsakanyan, OCOT Operations/Procurement Coordinator at zara.mnatsakanyan@collegeoftrades.ca. Bidders requiring any clarification on technical, contractual or commercial matters may notify OCOT via email at the above address.

OCOT will respond on a timely basis in writing (via email only) to any request for clarification of the RFP that it receives before **3:00 PM on Wednesday, 1 August 2012**. Bidders are encouraged to submit their questions as soon as they are known, in order to receive earlier responses from the College. All questions and answers will be shared with all Bidders.

7. Proposal structure

The proposal shall consist of two parts: **the technical** and **the financial**. The technical proposal, containing the technical specifications for services/products/works and the financial proposal -containing price/cost/fee information to be submitted separately in two different envelopes as outlined in section 8 below.

The proposal shall be organized in the following manner:

7.1 Proposal Submission Form (to be submitted with the technical proposal)

- completed Submission Form (Annex A of this RFP)

7.2 Information about the Company (to be submitted with the technical proposal)

- Company Information/mission
- Company structure
- Number and Geographical distribution of staff
- Company Certifications and certification status (if applicable)
- Main products and services
- Main market/customers

- Quality Assurance/Control mechanisms in place at the company
- Company financial status: (audited financial statements for the year 2011)

7.3 Technical Proposal

The Technical Proposal shall contain no price or cost information. Based on the Terms of Reference of this RFP (Annex B) the Technical Proposal must include the following sections:

- a) **Understanding of the Requirements for Services** (including Assumptions)
 - Provide detailed description of the services to be provided to meet the technical requirements of this RFP
- b) **Proposed Approach, Methodology, Timing and Outputs**
 - Provide detailed description of the manner in which your company would respond to the requirements and technical specifications of the RFP.
 - Provide detailed timeframe for implementation.
- c) **Proposed Project Team Members**
 - The composition of the team, the curriculum vitae of the members of the proposed team including their specific responsibilities/tasks on this project, relevant experience, and qualifications.
- c) **Previous Experience and Clients**
 - Provide up to five (5) examples of relevant experience of your company within the past years
 - Provide the organization name, and contact name, e-mail address and telephone numbers for three of the organizations that the College could call as references within the RFP schedule timelines.

7.4 Financial Proposal

The Financial Proposal will include:
(Annex C- Price Schedule)

- a) Costs and Fees
- b) A proposed schedule of payments

Depending on the proposed methodology Financial Proposal will cover all the goods or services to be provided, and must itemize all the costs.

All prices are to be quoted in Canadian Dollars; GST/HST (Goods and Services Tax/Harmonized Sales Tax) to be shown separately.

OCOT's general policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract. Please note that OCOT does not make any advance payment.

Any request for an advance payment is to be justified and documented, and must be submitted with the financial proposal. The justification shall explain the need for the

advance payment, itemize the amount requested and provide a time schedule for utilization of said amount.

8. Format and Submission of Proposals

The proposal must contain the signature of a duly authorized officer or agent of the company submitting the proposal. The proposal shall be submitted in **3 (three) hard copies** and **1(one) electronic version** (PDF version on a CD). No email submissions will be accepted. The proposal shall be sealed in one outer and two inner envelopes as detailed below:

a) The outer envelope shall:

- be addressed to Ontario College of Trades at 655 Bay Street, Suite 600, Toronto, Ontario, M5G2K4

- be marked with:

*“RFP No. OCOT/ MS/2012-02 “Payment Processing and Invoice Production”
Attn: Zara Mnatsakanyan*

b) The two inner envelopes shall indicate the name and address of the proposer company.

-The first inner envelope shall include technical component and be marked with **“1-Technical Proposal**, RFP No. OCOT/ MS/2012-02 *“Payment Processing and Invoice Production”*

- The second inner envelope shall include the price component and be marked with **“2-Financial Proposal**, RFP No. OCOT/ MS/2012-02 *“Payment Processing and Invoice Production”*

The prospective companies achieving highest total scores might be invited to make a presentation to the selection panel of the College.

9. Closing Date for Submission of Proposals

Proposals must be received at OCOT **no later than 3:00 PM, Monday, 13 August 2012.**

Any proposal received by OCOT after the closing date mentioned above will be rejected.

OCOT may, at its own discretion, extend this closing date for the submission of proposals by notifying all participating companies thereof in writing.

10. RFP Timelines

| | |
|--------|--|
| 25/07: | RFP release date |
| 01/08: | Deadline for Submission of Questions and Request for Information |
| 13/08: | Deadline for submission of proposals to OCOT |
| 04/09: | Tentative Date for contract signing |
| 05/09: | Project Kick-Off |
| 15/10: | Test Phase |
| 01/11: | Go Live |

The RFP timetable may be changed by the College in its sole discretion.

11. Modification and Withdrawal of Proposals

The bidder may withdraw its proposal any time after the proposal's submission and before the opening date, provided that written signed notice of the withdrawal (by a duly authorized representative of the bidder) via email is received by OCOT prior to the closing date.

No proposal may be modified after the closing date for submission of proposals, unless OCOT has issued an amendment to the RFP allowing such modifications (see section 12).

No proposal may be withdrawn in the interval between the opening date and the expiration of the period of proposal validity specified by the bidder in the proposal.

12. Amendments of the RFP

At any time prior to the closing date for submission of proposals, OCOT may, for any reason, whether on its own initiative or in response to a clarification requested by a bidder, modify the RFP by amendment. Amendments could include modification of project scope or requirements, project timeline expectations or extension of the closing date for submission.

All prospective bidders that have received the RFP will be notified in writing of all amendments to the RFP. In addition, all amendments will be posted on the OCOT website in the Request for Proposals section and in any other website used by OCOT directly for publishing the Request for Proposals.

13. Reservation of Rights

OCOT reserves the right to cancel the solicitation process and reject all the proposals at any time prior to award of the contract without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the buyer's action.

A proposal that is rejected by OCOT may not be made responsive by the bidder by correction of the non-conformity. A responsive proposal is defined as one that conforms to all the terms and conditions of the OCOT's solicitation documents without material deviations. OCOT shall determine the responsiveness of each

proposal with the OCOT's proposal solicitation documents.

By submitting a proposal, the Bidder indicates agreement to all of the terms of the procurement process set out in this RFP.

14. Conflict of Interest

The Bidder must not engage in any Conflict of Interest. In this Request for Proposals, "Conflict of Interest" includes, but is not limited to, any situation or circumstance where, in relation to the Request for Proposals process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including:

- (a) having, or having access to, information in the preparation of its submission that is confidential to the College and not available to other Bidders;
- (b) communicating with any person with a view to influencing the Request for Proposals process to receive preferred treatment; or
- (c) engaging in conduct that compromises, or could be seen to compromise, the integrity or competitiveness of Request for Proposals process and render that process non-competitive and unfair.

15. Confidentiality

Bidders and the College are required to maintain the confidentiality of information provided to each through this RFP process.

C. EVALUATION OF PROPOSALS

1. Clarification of Proposals

OCOT may, at its discretion, ask any bidder for clarification of any part of its proposal to assist in the examination, evaluation and comparison of proposals. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

2. Preliminary Examination of Proposals

OCOT shall examine the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents are properly signed and whether the proposals are generally in order.

Prior to the detailed evaluation, the substantial responsiveness of each proposal to the RFP will be determined in a preliminary examination. For purposes of these clauses, a substantially responsive proposal is one that conforms to all the terms and conditions of the RFP without material deviations. The Buyer's determination of proposal responsiveness is based on the contents of the proposal itself without recourse to extrinsic evidence.

A proposal determined as not substantially responsive may be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

Arithmetical errors shall be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price

and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its proposal shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

Please note that OCOT is not bound to select any of the companies submitting proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to OCOT's general principles, including economy and efficiency, OCOT does not bind itself in any way to select the firm/institution offering the lowest price.

3. Evaluation of Proposals

A two-stage procedure will be utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The financial proposal will be opened only for those bidders, whose technical proposal reaches 400 points, meeting the requirements for the RFP. The total number of points which a bidder may obtain for technical and financial proposals is 1000 points.

a. Technical Evaluation

The technical proposal will be evaluated on the basis of its responsiveness to the Terms of Reference in Annex B, section 7.3, and the evaluation criteria below:

- understanding of the requirements for RFP -services to be provided to develop and implement the system as per the TOR (130 points)
- the quality of the overall proposal including the proposed approach, methodology used (130 points)
- the proposed timeframe for the project (180 Points).
- the expertise, qualifications and competence of the personnel proposed for the assignment (100 Points);
- previous experience and clients (60 Points).

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The points allocated to the technical proposal correspond to 60% of the total obtainable points.

The maximum number of points for the price component is 40% of the total obtainable points. This maximum number of points will be allocated to the lowest price proposal.

b. Financial Evaluation

The financial proposal will only be evaluated if the technical proposal achieves a minimum of 400 points. Proposals failing to obtain this minimum threshold will not be eligible for further consideration.

The financial proposal is evaluated on the basis of its responsiveness to the Price Schedule Form (Annex C). The maximum number of points for the price proposal is

400. This maximum number of points will be allocated to the lowest price. All other proposals will receive points in inverse proportion according to the following formula:

$$\text{Price Offer Points} = \frac{[\text{Max. number of points for the Price Offer}] \times [\text{Lowest price}]}{\text{a Proposal being evaluated} \quad [\text{Price offer being evaluated}]}$$

c. Total Score

The total score for each bidder will be the weighted sum of the technical score and financial score. The maximum total score is 1000 points.

4. Bidders' Presentations

At the discretion of OCOT, selected bidders may be invited to supply additional information on the contents of their proposal during the evaluation period. Such bidders could be asked to make a presentation of their proposal (possibly with an emphasis on a topic of OCOT's choice) followed by a question and answer session. If OCOT determines that there is such a need, the presentation will be held at OCOT office.

5. Award of Contract

OCOT shall award the contract to the bidder who obtains the highest combined score of the technical and price evaluation.

The successful Bidder will be required to enter into an agreement with the College using the Form of Agreement attached as Annex D to this RFP and to provide a mutually agreed list of scope and deliverables outlining the services and fees, consistent with the services and fees agreed upon through this procurement process.

5. Right to Vary Requirements at Time of Award

OCOT reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

6. Payment Provisions

Payment will be made upon performance of contractual services/specific milestones described in the contract and receipt of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.

ANNEX A: PROPOSAL SUBMISSION FORM

To: Ontario College of Trades
RFP No. OCOT/ MS/2012-02

Dear Sir / Madam,

The undersigned, having read the solicitation documents of Request for Proposal No. OCOT/MS/2012-02, hereby offers to provide the services, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

We agree to accept 90 (ninety) calendar days validity for this proposal from the date of its submission. This proposal shall remain binding upon us and may be accepted at any time before the expiration of that period.

We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the technical and price components proposed.

Authorized Signature:

Name:

Title:

Company:

Company Address:

Contact Person:

Email address

Phone/Fax/Website

Dated thisday of [year].

ANNEX B: TERMS OF REFERENCE

Scope

The College is soliciting information from vendors who are able to support the following capabilities:

- Lead OCOT's invoicing and receipt design development to ensure that OCOT's invoices are efficient, crisp and meet all of the necessary requirements for multiple payment channels including online, web, IVR, retail lockbox and e-payment including requirements from the Canadian Payments Association (CPA).
- Provide all services and supplies supporting multi-channel Electronic payment/online banking solutions including the setup, equipment, reporting and management of:
 - Live Agent IVR (Selectron) for debit and credit payments
 - Secure phone IVR
 - Point of Sale (POS) terminals (debit/credit)
 - Web e-payment interface
 - Retail lockbox (cheques, etc.)
 - Bulk payments covering multiple members
- Provide all services and supplies required to print, fold, stuff/insert (envelope) and deliver documents to Canada Post daily

Requirements

Below is a list of requirements and/or services under consideration:

- PCI compliant payment portal
- Choice of credit/debit card payment options
- Choice of Automated Clearing House (ACH) payment option
- Ability to accept and transmit electronic files (to OCOT's satisfaction) using standard acceptable file protocol (TBD)
- Receive multiple electronic print files for document types from OCOT daily, weekly, monthly or on-demand
- Provide electronic payment files to OCOT for reconciliation of receivables in OCOT's CRM (AMANDA) platform.
- Provide OCOT with direct access to vendor system to see transaction history, exception processing, etc.
- Processing of NSF cheques or modifications to previously matched invoices
- Data entry for manual lockbox items
- Support application of one cheque to multiple members (e.g. employer who pays for several members)
- Audit trail for all entries/adjustments/warnings/error logs
- Production, printing, preparing and mailing (post) and performing remittance processing of College invoices
- Electronic reporting to College for invoice production and remittance processing
- Provide service level reports (hard and soft copy) covering print and payment processing on a daily, weekly and monthly basis with individual detail
- Provide training for OCOT staff on vendor's printing and/or payment

- processing system(s)
- Vendor's must be able to meet established service level agreements with penalties (TBD)
- Other requirements to be determined

Timing

We are looking at having the system operational by 1 November 2012.

Inputs from OCOT

OCOT will provide the contractor with any additional background information needed and describe OCOT's business processes. Additional inputs needed may be requested in the response document as part of the proposed approach.

Characteristics of the bidder

The bidder shall be a public institution, company, or firm operating in the field of financial services solutions, with proven expertise in invoice print production and processing electronic remittance in a secured environment.

Accreditations

An accreditation (ISO accreditation) will be an asset.

Previous experience

Experience in invoice development and production. Previous related work with a similar member based not for profit organization would be desirable but is not a pre-requisite.

Logistic capacity

Capacity to provide multi-channel remittance processing options. Capacity to deploy training if required during a short period of time in Toronto.

Staffing

Staff with experience in financial services solutions, training and facilitation skills.

ANNEX C: PRICE SCHEDULE

All prices are to be quoted in Canadian Dollars; and GST/HST to be shown separately.

a) Costs and fees

| Item | Description | \$ per item/hour | Number of items/hours | Total CAD | HST |
|--|-------------|------------------|-----------------------|-----------|-----|
| 1. Cost | | | | | |
| a. Hardware | | | | | |
| b. Software Development | | | | | |
| c. Customization/Setup | | | | | |
| d. Licence | | | | | |
| e. Vendor system training | | | | | |
| f. Maintenance | | | | | |
| g. Other costs (please specify) | | | | | |
| TOTAL | | | | | |
| 2. Fees | | | | | |
| a. Convenience Fee per MasterCard transaction | | | | | |
| b. Convenience Fee per VISA transaction | | | | | |
| c. Convenience Fee per Debit Card transaction | | | | | |
| d. Convenience Fee per ACH transaction | | | | | |
| e. Convenience Fee per electronic cheque transaction | | | | | |
| f. Invoice printing and handling (please describe) | | | | | |
| g. Other fees (please specify) | | | | | |
| TOTAL | | | | | |

Please note that there should be no cost to the payer/the members, all costs should be charged to OCOT.

b) Proposed schedule of payment.

Signature of Bidder _____

Name and title _____

ANNEX D: SERVICES AGREEMENT (commences on the next page)

SERVICES AGREEMENT

THIS AGREEMENT is made in duplicate effective as of the Enter day day of Enter month (in words)., 20Enter year

BETWEEN:

THE ONTARIO COLLEGE OF TRADES
(an Ontario corporation, hereinafter referred to as the “College”)

- AND -

Enter legal name of supplier
(Enter type of entity (e.g., an Ontario Corporation), hereinafter referred to as the “Supplier”).

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

ARTICLE 1 – INTERPRETATION AND GENERAL PROVISIONS

1.01 Defined Terms

When used in this Agreement, the following words or expressions have the following meanings:

“**Affiliate**” means, with respect to any person, any other person that, directly or indirectly, controls the referent person, is, directly or indirectly, controlled by the referent person or is, directly or indirectly, controlled by the same person that controls the referent person;

“**Agreement**” means this agreement, including Schedule 1 (Schedule of Deliverables, Rates and Supplementary Provisions), Schedule 2 (Schedule of Forms) and any other schedule attached at the time of execution, and any amendments to this agreement or such schedules executed in accordance with the terms and conditions of this agreement from time to time;

“**Applicable Law**” means:

- (i) any applicable law including any statute, subordinate legislation, regulation or treaty, and
- (ii) any applicable rule, guideline, code, ordinance, directive, rule, standard, requirement, policy, order, judgment, injunction, by-law, award or decree of a Governmental Entity whether or not having the force of law;

Article 1 now or hereafter in force or effect;

“**Business Day**” means any day other than (i) a Saturday or Sunday, (ii) a statutory holiday in Toronto, Ontario or (iii) any other day on which the College has elected to be closed for business;

“**Conflict of Interest**” includes, but is not limited to, any situation or circumstance where in relation to the performance of the Supplier’s obligations under this Agreement, the Supplier’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of such obligations;

“**Control**” by one person (for the purpose of this definition of control, the “**first person**”) over another person (for the purpose of this definition of control, the “**second person**”) means that the first person (a) beneficially owns, or controls or directs, directly or indirectly, securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or (c) the second person is a limited partnership and the

general partner of the limited partnership is the first person;

“Change of control” of a person at any time means the direct or indirect acquisition of control of such person at such time by a person or group of persons acting in concert who, immediately prior to such time, did not directly or indirectly control such first-mentioned person;

“Claims” has the meaning given thereto in Section 7.01;

“College Address” means Ontario College of Trades, 655 Bay Street, Suite 500, Toronto, Ontario M5G 2K4, info@collegeoftrades.ca, or such other address that the College may designate in writing from time to time by notice to the Supplier;

“College Representative” means Anthony Brenders, or such other person that the College may designate in writing from time to time by notice to the Supplier;

“Confidential Information of the College” means all information relating to the College and its affairs, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with this Agreement, and which for greater certainty shall include (i) all new information derived at any time from any such information whether created by the College, the Supplier or any third-party, and (ii) all information (including Personal Information) that the College is obliged, or has the discretion, not to disclose under provincial or federal legislation, but which does not include information that:

- (i) is or becomes readily available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the College or to any third-party;
- (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence;
- (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier, free of any obligation of confidence, prior to disclosure to the Supplier in connection with this Agreement; or
- (iv) is proven to be developed by the Supplier independently of any disclosure to the Supplier in connection with this Agreement;

provided that, notwithstanding the foregoing, the foregoing exclusions in clauses (i) through (iv) shall in no way limit the meaning of Personal Information or the obligations attaching thereto under this Agreement or at law;

“Deliverables” means all of the goods and services delivered or to be delivered by the Supplier to the College under this Agreement, including all of the goods and services described on Schedule 1;

“Derivative Work” means a work based on the Supplier’s Intellectual Property including, without limitation, an adaptation, modification, translation, expansion, condensation or transformation, that if prepared without authorization, would constitute copyright infringement or infringement of any other Intellectual Property right;

“FIPPA” means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended;

“Governmental Entity” means any (a) supranational, multinational, federal, national, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, commission, commissioner, board, bureau or agency, domestic or foreign, (b) subdivision, agent, commission, board, or authority of any of the foregoing, or (c) quasi-governmental or private body, including any tribunal, commission, stock exchange, regulatory agency or self-regulatory organization exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

"Indemnified Parties" means the College and its officers, directors, employees, agents and independent contractors (other than the Supplier);

"Industry Standards" include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of this Agreement or customarily furnished by persons providing Deliverables of the type provided hereunder in similar situations in the Province of Ontario and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its affiliates or subcontractors or any of its or their respective employees, officers, directors, agents, partners or other representatives from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the College;

"Intellectual Property" means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity, including, without limitation, inventions, concepts, techniques and ideas;

"Losses" has the meaning given thereto in Section 7.01;

"Newly Created Intellectual Property" means any Intellectual Property created by the Supplier, or created by anyone hired by the Supplier in the course of performance of its obligations under this Agreement;

"Person" includes any individual, corporation, limited and unlimited liability company, general or limited partnership, association, trust, unincorporated organization and joint venture;

"Personal Information" has the same definition as in subsection 2(1) of FIPPA, that is, recorded information about an identifiable individual or that may identify an individual and includes all such information obtained by the Supplier from the College or created by the Supplier pursuant to this Agreement;

"Prime Rate" means the annual rate of interest that RBC Bank establishes from time to time as its reference rate of interest to determine interest rates it will charge at such time for demand loans in Canadian dollars to its customers in Canada which it refers to as its "prime rate of interest";

"Rates" means the amounts set out in Schedule 1 that are payable by the College to the Supplier for the applicable Deliverables pursuant to this Agreement, which amounts represent the full amounts payable by the College to the Supplier for the provision of the Deliverables, and for greater certainty such amounts include (a) all applicable duties and taxes, including Harmonized Sales Tax; (b) all labour and material costs; (c) all travel and carriage costs (d) all insurance costs; and (e) all other overhead or expenses incurred by the Supplier in connection with the performance of its obligations hereunder, including any fees or other charges required by Applicable Law;

"Record", for the purposes of this Agreement, means any recorded information, including any Personal Information, in any form: (a) provided by the College to the Supplier, or provided by the Supplier to the College, for the purposes of this Agreement; or (b) created by the Supplier in the performance of this Agreement; and shall include or exclude any information specifically included or excluded, as applicable, in Schedule 1;

"Supplier Address" means Enter Supplier address, e-mail and fax #, or such other address that the Supplier may designate in writing from time to time by notice to the College;

"Supplier Representative" means Enter Contact name, position, telephone, e-mail, or such other representative agreed upon in writing between the Supplier and the College from time to time;

“Supplier’s Intellectual Property” means Intellectual Property owned by the Supplier prior to its performance under this Agreement or created by the Supplier during the Term of this Agreement independently of the performance of its obligations under this Agreement;

“Tax” or **“Taxes”** means any local, provincial, federal, domestic or foreign tax of any kind or nature whatsoever, any levy, impost, duty or other charge of a similar nature, and includes any sales tax, value-added tax, goods and services tax, harmonized tax, transfer tax or withholding tax (including any penalty, interest, or addition to tax payable in connection with any of the foregoing);

“Term” means the period of time from the effective date of this Agreement to and including the later of either (a) [●] or (b) the expiry date of any extension to this Agreement, subject to earlier termination of this Agreement in accordance with the provisions hereof; and

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other than the College or the Supplier.

1.02 No Indemnities from the College

Notwithstanding anything else in this Agreement, any express or implied reference to the College providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the College, whether at the time of execution of this Agreement or at any time during the Term of this Agreement, shall be void and of no legal effect.

1.03 Entire Agreement

This Agreement embodies the entire agreement between the parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution of this Agreement. As further described in paragraph 2.02, this Agreement does not in any way create an employment relationship between the Supplier (or any of the Supplier’s employees, officers, directors, agents, partners, affiliates, subcontractors or other representatives) and the College.

1.04 Severability

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto.

1.05 Interpretive Value of Agreement

In the event of a conflict or inconsistency in any provisions in this Agreement the main body of this Agreement shall govern over the Schedules to this Agreement.

1.06 Headings

The headings in this Agreement are for convenience of reference only and in no manner modify, interpret or construe this Agreement. The terms “hereof”, “herein”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.07 Extended Meanings/Certain Phrases

In this Agreement words importing the singular number only include the plural and vice versa, and words importing any gender include all genders. The term “including” means “including without limiting the generality of the foregoing”. In the computation of periods of time from a specified date to a later specified

date, unless otherwise expressly stated, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”.

1.08 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulation, ruling, code or policy made thereunder.

1.09 Currency

All references to currency herein are to lawful money of Canada, unless otherwise expressly stated.

1.10 Agreements

A reference to any document, instrument or agreement will include all exhibits, schedules and other attachments thereto, will include all documents, instruments or agreements issued or executed in replacement thereof, and will mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified, restated, amended and restated or supplemented from time to time and in effect at any given time.

1.11 Business Day

Whenever a payment is to be made or an action is to be taken on a day which is not a Business Day, such payment shall be made or such action shall be taken on or not later than the next succeeding Business Day.

1.12 Time of the Essence

Time is of the essence in this Agreement.

1.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

1.14 Electronic Execution

Delivery of an executed signature page to this Agreement by any party hereto by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

1.15 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate this Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the

terminating party under this Agreement, at law or in equity.

1.16 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or electronic means of communication and shall be addressed to, respectively the College Address to the attention of the College Representative and to the Supplier Address to the attention of the Supplier Representative. Notices shall be deemed to have been given (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; (b) in the case of personal delivery on the day of actual delivery thereof; or (c) in the case of electronic means of communication either (i) on the day of transmittal if such day is a Business Day and the communication is transmitted during the normal business hours of the recipient, or (ii) on the next succeeding Business Day after transmittal if the communication is transmitted after normal business hours on any Business Day or on a day that is not a Business Day.. In the event of a postal disruption, notices must be given by personal delivery or by electronic means of communication. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

1.17 Governing Law

This 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, and each of the parties to this Agreement hereby agree to the jurisdiction of the courts of the Province of Ontario.

ARTICLE 2 – LEGAL RELATIONSHIP BETWEEN THE COLLEGE, SUPPLIER AND THIRD-PARTIES

2.01 Representations of the Supplier

The Supplier makes the representations and warranties contained in Schedule 3 and acknowledges that the College is relying upon such representations and warranties in connection with entering into this Agreement.

2.02 Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind the College or to assume or create any obligation or responsibility, express or implied, on behalf of the College. The Supplier shall not hold itself out as an agent, legal representative, partner or employee of the College. The Supplier shall perform its obligations hereunder as an independent contractor, and nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between the College and the Supplier or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers, subcontractors or other representatives, and the College shall not be required to make contributions or remittances for unemployment insurance, Canada Pension, workers' compensation, income tax, employer health tax or other similar levies in respect of the Rates to be paid to the Supplier pursuant to this Agreement.

The Supplier shall pay for and maintain any employee benefits for its employees and shall pay for workers' compensation, Canada Pension, employer health tax and other similar levies and make withholdings and remittances for income tax in respect of the Supplier and its employees in conformity with any Applicable Laws in respect of any remuneration payable by the Supplier to such persons. The Supplier agrees that the Supplier and its employees are not entitled to any rights and benefits afforded to the College's employees, including participation in any of the College's group insurance plans, vacation pay, overtime pay, holiday pay, termination or severance pay.

2.03 Responsibility of Supplier

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers, subcontractors and other representatives. This paragraph is in addition to any and all of the Supplier's liabilities under this Agreement and under the general application of law. The Supplier shall advise these persons of its obligations under this Agreement and, without limiting the

generality of the foregoing, shall take appropriate action to ensure compliance with (a) this Agreement generally and (b) with the requirements of Article 5 (Confidentiality and FIPPA) of this Agreement. In addition to any other liabilities of the Supplier pursuant to this Agreement or otherwise at law or in equity, the Supplier shall be liable for all Losses and Claims arising from any breach of this Agreement resulting from the actions of the above mentioned individuals and entities.

2.04 Subcontracting

The Supplier shall not subcontract or assign the whole or any part of this Agreement or any monies due under it without the prior written consent of the College. Such consent shall be in the sole discretion of the College and subject to the terms and conditions that may be imposed by the College in its sole discretion. Without limiting the generality of the conditions which the College may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or its employees and the College. Notwithstanding any use of a subcontractor or assignment by the Supplier in accordance with this Section 2.04, the Supplier shall remain liable to the College for all of its obligations under this Agreement.

2.05 Change of Control

In the event that a change of control occurs in respect of the Supplier, the Supplier shall immediately disclose such change of control to the College and provide to the College such information in respect of the person that acquired control of the Supplier as the College may reasonably request. The College may, within thirty (30) Business Days of receiving such notice and all information that it has reasonably requested in a timely manner in respect of such change of control, determine to terminate this Agreement pursuant to Section 8.01 if, in the sole opinion of the College, the change of control adversely affects the Supplier's ability to satisfy any of its obligations under this Agreement.

2.06 Conflict of Interest

The Supplier shall (a) avoid any Conflict of Interest in the performance of its obligations under this Agreement; (b) disclose without delay any actual or potential Conflict of Interest that arises during the performance of its obligations under this Agreement, including as a result of work done for any party other than the College during the Term of this Agreement; and (c) comply with any requirements prescribed by the College to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the College may, at its sole and absolute discretion, immediately terminate this Agreement upon giving written notice to the Supplier if (a) the Supplier fails to disclose without delay an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the College to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved to the satisfaction of the College in its sole discretion.

2.07 Agreement Binding

This Agreement shall endure to the benefit of and be binding upon the parties and their respective successors, executors, administrators and permitted assigns.

ARTICLE 3 - PERFORMANCE BY SUPPLIER

3.01 Commencement of Performance

The Supplier shall commence performance of the Deliverables at the applicable Rates on [●], and shall complete performance of the Deliverables in accordance with the timing requirements, if any, set out on Schedule 1.

3.02 Performance Warranty

The Supplier 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 terms and conditions of this Agreement; (b) Industry Standards; and (c) Applicable Law. If any of the Deliverables are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as reasonably specified by the College in a rectification notice.

3.03 Use and Access Restrictions

The Supplier acknowledges that unless it obtains specific written preauthorization from the College, any access to or use of the College property, technology or information that is not necessary for the performance of its obligations under this Agreement is strictly prohibited. The Supplier further acknowledges that the College may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

3.04 Work To Be Done For The College Only

The Supplier acknowledges and agrees that (i) it will not conduct any work for any party other than the College while on the premises of the College at the College Address, and (ii) it may only use the information technology resources and systems of the College for the purpose of providing the Deliverables to the College. Notwithstanding the foregoing, the College acknowledges and agrees that in the course of the Supplier providing the Deliverables to the College at the College Address it may be necessary, in limited circumstances, for the Supplier to respond to inquiries related to the Supplier's business and unrelated to the College from parties other than the College.

3.05 Notification by Supplier to The College

During the Term, the Supplier shall advise the College promptly upon the Supplier becoming aware of (a) any contradictions, discrepancies or errors found or noted in this Agreement; (b) supplementary details, instructions or directions that do not correspond with those contained in this 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 terms and conditions of this Agreement and Applicable Law.

3.06 Condonation Not a Waiver

Any failure by the College to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of this Agreement shall not be construed as a waiver by the College of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

3.07 Changes By Written Amendment Only

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by each of the parties hereto.

3.08 Change Requests

The College may, in writing, request changes to this Agreement, which may include altering, adding to, or deleting any of the Deliverables, and the Supplier shall in good faith consider such change request and negotiate with the College any applicable changes to this Agreement, subject to Section 3.09. Any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties. If the Supplier is unable to comply with the change request, it shall promptly notify the College and provide reasons therefor.

3.09 Pricing for Requested Changes

Where a change request of the College includes an increase in the scope of the previously contemplated

Deliverables, the College shall set out, in its change request, the proposed Rates for the contemplated changes. Where the Rates in effect at the time of the change request:

- (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or
- (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated in good faith between the College and the Supplier within a reasonable period of time;

and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

3.10 Work Volumes

The Supplier acknowledges that it is providing the Deliverables to the College on a non-exclusive basis. Unless otherwise expressly set forth on Schedule 1, the College makes no representation regarding the volume of goods and services required, if any, required from the Supplier by the College under this Agreement. The College reserves the right at any time to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

3.11 Performance by Specified Individuals Only and Replacement / Substitution

The Supplier agrees that to the extent that specific individuals are named in Schedule 1 as being responsible for the development or provision of the Deliverables, only those individuals shall develop or provide the Deliverables under this Agreement. The Supplier shall not replace or substitute any of the individuals named in Schedule 1 unless (i) the proposed replacement or substitution possesses similar or greater qualifications than the individual already identified in Schedule 1, and (ii) the Supplier receives the prior written approval and authorization of the College, which may not be arbitrarily or unreasonably withheld. The Rates applicable to any replacement individual shall be no higher than the Rates established under Schedule 1.

3.12 Rights and Remedies and Obligations Not Limited to Contract

The express rights and remedies and obligations of each party set out in this Agreement are in addition to and shall not limit any other rights and remedies available to such party, or obligations of such party, at law or in equity.

3.13 Requirements

The Supplier acknowledges and agrees that it will directly report to the College Representative. The Supplier acknowledges that it will regularly present a report to the College Representative on the status and progress of the Deliverables in a form reasonably required by the College. The Supplier acknowledges that the reporting requirements under this section may entail providing the College with implementation plan(s) for the Deliverables and input for executive summaries, and/or project milestone/completion report(s).

3.14 Licenses and Permits

The Supplier shall be responsible for obtaining all necessary licenses, permits, certificates, approvals and authorizations from Governmental Entities and other third parties and for complying with all Applicable Laws in connection with the provision of the Deliverables hereunder and the Supplier shall, when requested, provide the College with adequate evidence of the Supplier's compliance with this Section 3.14.

3.15 Rules and Regulations

The Supplier shall during the Term, in connection with the performance of its obligations under this Agreement, comply with all the rules, regulations and policies of The College from time to time in force which are brought to its notice or of which the Supplier should reasonably be aware.

ARTICLE 4 - PAYMENT FOR PERFORMANCE

4.01 Payment According to Contract Rates

The College shall, subject to the Supplier's compliance with the terms and conditions of this Agreement, pay the Supplier for the Deliverables provided at the Rates established under this Agreement as provided in Schedule 1 and as determined in accordance with this Article 4. Notwithstanding the foregoing or any other provision here, the total amount of the payments to be made to the Supplier pursuant to this Agreement shall not exceed \$[Enter contract ceiling price, before HST], plus HST.

4.02 Hold Back or Set Off

The College may hold back payment for the Deliverables, or set off against payment owing by the Supplier to the College (whether under this Agreement or any other agreement between the parties) if, in the reasonable opinion of the College, the Supplier has failed to comply with any terms or conditions of this Agreement.

4.03 Default Billing and Payment Process

Unless the parties set out an alternative billing and payment process in Schedule 1 that expressly supersedes this Section 4.03, the following process shall govern:

- (a) the Supplier shall provide the College with a monthly billing statement no later than five (5) Business Days after the end of every month and that billing statement shall include (i) the reference number assigned to this Agreement by the College; (ii) a description of the Deliverables provided for the relevant month; and (iii) taxes, if payable by the College, identified as separate items;
- (b) The College shall approve or reject the billing statement within fifteen (15) Business Days of its receipt and in the event that the College rejects the billing statement, it shall so advise the Supplier promptly in writing and the Supplier shall provide additional information as reasonably required by the College to substantiate the billing statement; and
- (c) each billing statement must be approved by the College before any payment is released and payment shall be made within thirty (30) Business Days of such approval.

4.04 No Expenses or Additional Charges

There shall be no other expenses, fees, charges or rates payable by the College under this Agreement to the Supplier other than the Rates established under this Agreement unless such expenses, fees, charges and/or rates are first expressly agreed to and authorized by the College in writing.

4.05 Taxes and Duties

Unless otherwise stated, the Supplier shall pay all applicable Taxes, incurred by or on the Supplier's behalf with respect to this Agreement, including any income taxes, property taxes, payroll taxes or any other similar taxes payable by the Supplier. All fees and amounts payable by the College pursuant to the terms of this Agreement are inclusive of all applicable Taxes.

4.06 HST Status

The College hereby certifies that it is not exempt from goods and services tax or harmonized sales tax.

4.07 Withholding Tax

The College is entitled to deduct or withhold from any payment(s) made pursuant to the terms of this Agreement any amount that the College may be required or permitted to deduct or withhold in accordance with applicable law or administrative practice ("**Withheld Taxes**") and will timely remit such Withheld Taxes to the appropriate taxing authority. All such Withheld Taxes will be treated as having been paid to the Supplier for purposes of this Agreement. The Supplier will indemnify the College for any Taxes in respect of payment(s) made to the Supplier hereunder where such Taxes are paid by, borne by, assessed against, or imposed upon the College. The provisions of this Section will survive the termination of this Agreement indefinitely and the provisions of Section 7.04 will govern any indemnity claim for Taxes.

4.08 Tax Compliance

The Supplier will produce invoices or other documentation in a form acceptable to the College in respect of the Services which will (i) separately identify the portion of any Services (whether rendered directly by the

Supplier or indirectly through agents, subcontractors or other third parties) which may be rendered in Canada (and Quebec, if applicable), (ii) identify the amount of any fees or other amounts which are in respect of such Services, and (iii) satisfy any requirements imposed or prescribed under harmonized sales tax and/or other applicable law. The parties agree to cooperate with each other to enable each to more accurately determine their respective Tax liabilities. Each party will provide and make available to the other any information or documents which are reasonably requested by the other party and not confidential to the transmitting party.

4.09 Interest on Late Payment

Any amount payable to the Supplier by the College hereunder that is not paid when due hereunder will accrue interest on such overdue amount (both before and after judgment), from the date payment is due until the date payment is made, at a rate per annum equal to the lesser of (i) the Prime Rate, and (ii) the rate of interest on the College's operating line of credit in effect on the date that the payment went into arrears. Notwithstanding the foregoing, if such payment was delayed as a result of any fault of the Supplier, no such interest will accrue or be payable by the College in respect of such delay.

4.10 Document Retention and Audit

For seven (7) years after the expiration of the Term, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under this Agreement and (b) that the Deliverables were provided in accordance with the terms and conditions of this Agreement and with Applicable Law. During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist the College in conducting audits of the operations of the Supplier to verify (a) and (b) above. The College shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of this Agreement.

ARTICLE 5 - CONFIDENTIALITY AND FIPPA

5.01 Confidentiality and Promotion Restrictions

The College may, in its sole discretion, publicly disclose or publicize any matter related to this Agreement, including the Deliverables provided by the Supplier, in any manner and at any time. The Supplier shall not publicly disclose or publicize any provisions of this Agreement, the existence of this Agreement, or the Supplier's association with the College without the prior written consent of the College, which the College may withhold in its sole discretion. Without limiting the generality of this paragraph, the Supplier shall not at any time directly or indirectly communicate with the media in relation to this Agreement unless it has first obtained the express written authorization to do so by the College, which the College may withhold in its sole discretion.

5.02 The Confidential Information of The College

During and following the Term, the Supplier shall (a) keep all Confidential Information of the College confidential and secure; (b) limit the disclosure of Confidential Information of the College to only those employees, directors, officers, agents, representatives or advisors who have a need to know it and who have been specifically authorized by the College, in writing, to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Confidential Information of the College (except for the purpose of developing or providing the Deliverables, or except if required by order of a court or tribunal, subject to compliance with Section 5.05), without first obtaining: (i) the written consent of the College, which consent may be withheld by the College in its sole discretion and (ii) in respect of any Confidential Information of the College that relates to any third-party, the written consent of such third-party; (d) return any Confidential Information of the College to the College upon request of the College from time to time; and (e) return all Confidential Information of the College to the College at or prior to the termination or expiry of the Term, with no copy or portion kept by the Supplier.

5.03 Restrictions on Copying

The Supplier shall not copy any Confidential Information of the College, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

5.04 Injunctive and Other Relief

The Supplier acknowledges that a breach of any provisions of this Article may cause irreparable harm to

the College or to any third-party to whom the College owes a duty of confidence, and that the injury to the College or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the College is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy available at law or equity against any actual or potential breach of the provisions of this Article.

5.05 Notice and Protective Order

If the Supplier or any of its directors, officers, employees, agents, representatives or advisors become legally compelled to disclose any Confidential Information of the College, the Supplier will provide the College with prompt notice to that effect in order to allow the College to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the College and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of Confidential Information of the College which the Supplier is legally compelled to disclose, only to such person or persons to whom the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the College) that such Confidential Information of the College is confidential and subject to non-disclosure on terms and conditions equal to those contained in this Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such Confidential Information of the College subject to those terms and conditions.

5.06 FIPPA Records and Compliance

The Supplier and the College acknowledge and agree that the Ministry of Training, Colleges and Universities may require information from the College under the *Freedom of Information and Protection of Privacy Act* (Ontario), and may require the disclosure of Personal Information and Records generally to third parties. Furthermore, the Supplier agrees:

- a) that it does not have, and shall not acquire, any right, title or interest in any Personal Information or Records generally;
- b) to provide Personal Information or Records generally to the College within seven (7) calendar days of being directed to do so by the College for any reason including an access request or privacy issue;
- c) to not to access any Personal Information unless the College determines, in its sole discretion, that access is permitted under FIPPA and any other applicable personal information protection laws, and is necessary in order to provide the Deliverables;
- d) to not to directly or indirectly use, collect, access, retain, disclose, alter or destroy any Personal Information for any purposes that are not authorized by the College;
- e) to restrict access to Personal Information to those of its employees who require access in order to provide the Deliverables and who have been specifically authorized to have such access for the purpose of providing the Deliverables;
- f) that prior to granting access to Personal Information or to the Records generally, Supplier shall instruct any employee, contractor, agent or other representative of Supplier or other person or third party to whom access to Personal Information or to the Records generally is granted by Supplier for the purpose of providing the Deliverables of Supplier's obligations under this Section 5.06, and shall ensure that all such employees, contractors, agents, representatives, other persons and third parties at all times fully comply with and fulfill Supplier's obligations hereunder;
- g) to implement and use all appropriate measures necessary to ensure the confidentiality, security and integrity of Personal Information and Records generally and keep such Personal Information and Records in a physically secure and separate location safe from unauthorized use, retention, access, disclosure, loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;

- h) to implement any additional specific security measures that in the reasonable opinion of The College would improve the adequacy and effectiveness of the Supplier's measures to ensure the confidentiality, security and integrity of Personal Information and Records generally;
- i) to not disclose Personal Information or Records generally to any third party except as necessary to provide the Deliverables and subject to the condition that prior to disclosing Personal Information or Records generally to such third party, Supplier shall:
 - (i) notify the College of the identity of such third party and the reason(s) it is necessary to disclose Personal Information or Records generally to such third party, and any further information regarding the third party as the College may request and obtain written authorization from the College to disclose Personal Information or Records generally to such third party; and
 - (ii) obtain from such third party confirmation in writing (in a form acceptable to the College, acting reasonably) that such third party shall at all times handle Personal Information or Records generally, as applicable, in accordance with applicable personal information protection laws and promptly provide the College with a copy of any such confirmation signed by such third party. Supplier acknowledges and agrees that it shall be solely responsible for ensuring that such third party at all times complies with its obligations, as described in this Section 5.06.
- (b) to promptly notify the College in writing of any material changes which may affect Supplier's personal information handling processes or Supplier's compliance with applicable Canadian personal information protection laws in effect from time to time;
- (c) to promptly notify the College in writing and cooperate fully with the College in the event of any accidental or unauthorized access, use, disclosure, alteration or retention or accidental or unauthorized loss, damage or destruction of Personal Information or Records generally under the control of Supplier or any current or former employee, contractor, agent or other representative of Supplier or any other person or third party, or limit the unauthorized access, use, retention or disclosure, seek the return of any Personal Information or Records generally, and assist in providing notice if requested by the College;
- (d) to promptly notify the College in writing of any complaints received or any notices of investigation or non-compliance from any governmental or regulatory authority or agency related to the collection, use, retention, disclosure or destruction of Personal Information or Records generally by Supplier or any current or former employee, contractor, agent or other representative of Supplier or any other person or third party, and co-operate with the College, assist in any such investigation, and rectify any breaches of Supplier's obligations under this Section 5.06 and/or applicable personal information protection laws; and
- (e) that the provisions of this Section 5.06 shall survive any termination or expiry of this Agreement and shall prevail over any inconsistent provisions in this Agreement.

5.07 Survival

The provisions of this Article shall survive any termination or expiry of this Agreement.

ARTICLE 6 – INTELLECTUAL PROPERTY

6.01 Intellectual Property of The College

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all information and materials, however recorded, (including images and data) provided by the College to the Supplier shall remain the sole property of the College at all times.

6.02 No Use of The College Insignia

The Supplier shall not use any insignia or logo of the College except where required to provide the Deliverables, and only if it has received the prior written permission of the College to do so. The Supplier

agrees that any Deliverables on which any insignia or logo of the College appear shall meet with all requirements for character and quality requested by the College.

6.03 Ownership of Intellectual Property

The College shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favor of the College and the College accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the College a licence to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the College. The Supplier shall provide the Deliverables to the College: (a) at the point of completion of its obligations under this Agreement; or (b) upon termination of this Agreement; or (c) at any time upon the request of the College.

6.04 Presumption Governing Ownership

The presumption governing this Agreement shall be that the College shall be the sole owner of any Intellectual Property in any form contained in any of the Deliverables. If the Supplier's Intellectual Property forms any part of the Deliverables, the Supplier shall notify the College as such prior to the delivery of the particular Deliverable containing any such Supplier Intellectual Property. In the absence of any such notice the presumption shall remain that the College is the sole owner of any Intellectual Property contained in the Deliverables.

6.05 Supplier's Grant of Licence

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the College a perpetual, world-wide, non exclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (a) to use, execute, display, distribute internally, perform and reproduce, in any form, copies of those Deliverables and to practice and have practised any process or method (or both) associated with such Deliverables; and (b) to use, execute, make, have made, have used, display, distribute internally, perform, reproduce and prepare, in any form, Derivative Work based on those Deliverables and to practise and have practised any process or method (or both) associated with such Derivative Work; and (c) authorize other persons including agents, contractors or sub-contractors to do any of the former on behalf of the College.

6.06 No Restrictive Material in Deliverables

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the College to modify, further develop or otherwise use the Deliverables in any way that the College deems necessary, or that would prevent the College from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

6.07 Supplier Representation and Warranty Regarding Third-Party Intellectual Property

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

6.08 Moral Rights

The Supplier shall obtain waivers of all rights of integrity and any other moral rights in relation to the Deliverables from its employees, volunteers, agents and subcontractors and from any other party in the position to assert such rights in relation to any of the Deliverables, which waivers may be invoked without restriction by any person authorized by the College to use the Deliverables.

6.09 Copyright Notice

The Supplier shall place a copyright notice on all recorded Deliverables it provides to the College under this Agreement in the following form, or in any other form which the College may prescribe:

“© Ontario College of Trades, [insert year of publication].”

6.10 Further Assurances Regarding Copyright

At the request of the College, at any time or from time to time, the Supplier shall execute and agrees to cause anyone in the position to assert rights of integrity or any other moral right (including its employees, volunteers, agents and subcontractors) to execute a written assignment of copyright and waiver of moral rights in the applicable Deliverable to the College in the forms set out in Schedule 2. The Supplier shall assist the College in preparing any Canadian copyright registration that the College considers appropriate. The Supplier will obtain or execute any other document reasonably required by the College to protect the Intellectual Property of the College.

6.11 The College May Prescribe Further Compliance

The College reserves the right to prescribe the specific manner in which the Supplier shall perform its obligations relating to this Article.

6.12 Survival

The obligations contained in this Article shall survive the termination or expiry of this Agreement.

ARTICLE 7 – INDEMNITY AND INSURANCE

7.01 Supplier Indemnity

The Supplier hereby agrees to indemnify, defend and hold harmless the Indemnified Parties to the fullest extent permitted by law from and against any and all liabilities (whether accrued, actual, contingent, latent or otherwise), losses, costs, damages and expenses (including interest, court costs and reasonable fees and expenses of lawyers, accountants and other experts and professionals), fines and penalties (collectively, “**Losses**”) incurred by any Indemnified Party, and from and against any and all actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiries, actions, suits, investigations or proceedings and any claim or demand resulting therefrom or any other claim or demand of whatever nature or kind (collectively, “**Claims**”) asserted against any Indemnified Party, by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by, attributable to, arising out of or resulting from, directly or indirectly, (i) the negligence of the Supplier or any of its affiliates or subcontractors or any of their respective directors, officers, agents, employees, independent contractors, volunteers or other representatives in connection with the development or provision of the Deliverables or any other matter related to this Agreement, (ii) the breach by the Supplier of any of its obligations, covenants or agreements under, or any other term or condition of, this Agreement, (iii) any representation or warranty of the Supplier in this Agreement being untrue in any respect, or (iv) any and all liability for any premium, contribution, remittance, tax, assessment, penalty, interest, wages or any other amount of any kind whatsoever, arising under any Applicable Law relating to income, goods and services, value added or other taxes, employment insurance, workers’ compensation, employment standards, human rights or any other federal, provincial, state or other law in connection with the performance of the Supplier’s obligations under this Agreement. The obligations contained in this paragraph shall survive the termination or expiry of this Agreement. With respect to any indemnity for infringement of third party intellectual property or proprietary rights, the Supplier shall have no obligation to indemnify, defend or hold harmless the Indemnified Parties if the infringement arises directly from any unauthorized modification by the College of the Deliverables and it can be shown that the infringement would not have occurred but for such modification. If any Claims with respect to infringement have occurred, or in the Supplier’s opinion are likely to occur, the Supplier shall at its option and expense, either procure for the College the right to continue using the Deliverables, replace or modify the same so that they become non-infringing without loss of functionality or, if none of the foregoing alternatives is reasonably available and at the Supplier’s sole discretion, discontinue the Deliverables and refund to the College all of the Rates paid by the College in respect of the applicable Deliverables.

7.02 Supplier’s Insurance

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, all the necessary and appropriate insurance during the Term that a prudent person in the business of the Supplier would maintain and in an amount and in a form acceptable to the College. All deductibles and self-insured retentions shall be sole the responsibility of the Supplier.

7.03 Proof of Insurance

The Supplier shall provide the College with proof of the insurance required by this Agreement in the form of

valid certificates of insurance that reference this Agreement and confirm the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the College, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors complies with the insurance requirements set out in this Agreement by obtaining similar types of insurance and providing the Supplier with proof of the acquisition and maintenance of such insurance.

7.04 Indemnification Procedures

- (a) If any Claim is asserted against an Indemnified Party in respect of which indemnity may be sought from the Supplier pursuant to Section 7.01, or if any potential Claim contemplated hereby comes to the knowledge of an Indemnified Party, the Indemnified Party must promptly notify the Supplier in writing; provided that the omission to so notify the Supplier will not relieve the Supplier of any liability that it has to the Indemnified Party except and only to the extent that any such delay in, or failure to give, notice as herein required materially prejudices the defence of such Claim or results in any material increase in the liability which the Supplier has under this indemnity. The Supplier will be entitled but not obligated to participate in or assume the defence thereof, provided, however, that the defence will be through legal counsel acceptable to the Indemnified Party, acting reasonably. In addition, the Indemnified Party will also have the right to employ separate counsel in any such action and participate in the defence thereof, and the fees and expenses of such counsel will be borne by the Indemnified Party unless:
- (i) the employment thereof has been specifically authorized in writing by the Supplier;
 - (ii) the Indemnified Party has been advised by counsel, acting reasonably, in a written opinion setting out the reasons therefor, that representation of the Supplier and the Indemnified Party by the same counsel would be inappropriate due to actual or potential differing interests between them; or
 - (iii) the Supplier has failed within a reasonable time after receipt of such written notice to assume the defence of such action or claim;
- (b) in which case the Supplier will be required to assume the fees and expenses of counsel to the Indemnified Party. The Supplier will not, without the prior written consent of each applicable Indemnified Party, which in each case must not be unreasonably withheld or delayed, effect any settlement of any such Claim or make any admission of liability or fact (whether or not any Indemnified Party is a party thereto). The indemnity hereby provided for will remain in full force and effect and will not be limited to or affected by any other indemnity in respect of any matters specified herein obtained by the Indemnified Party from any other person.
- (c) The College shall obtain and hold the right and benefit of the indemnity provisions hereof in trust for and on behalf of each of the other Indemnified Parties, entitled to enforce such provisions for their benefit and on behalf of such Indemnified Parties.
- (d) The Supplier also agrees to reimburse each Indemnified Party for the time spent by its personnel in connection with any Claim at their normal per diem rates if such Indemnified Party is entitled to indemnification hereunder.
- (e) The obligations of the Supplier in this Article are in addition to any liabilities that the Supplier may otherwise have to any Indemnified Party.
- (f) In determining the amount of any Loss under Section 7.01, such Loss will be increased (or decreased) to take into account any net tax cost (or net current or future tax benefit) incurred or enjoyed by the Indemnified Party as a result of the matter giving rise to such Loss and the receipt of an indemnity payment hereunder. For greater certainty, any net tax cost will include any further cost resulting from such increased payment.

ARTICLE 8 – TERMINATION, EXPIRY AND EXTENSION

8.01 Immediate Termination of Contract by the College

The College may immediately terminate this Agreement upon giving written notice to the Supplier if:

- (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency;
- (b) the Supplier breaches any provision in Article 5 (Confidentiality and FIPPA) of this Agreement;
- (c) the Supplier becomes entitled to terminate this Agreement pursuant to the provisions of Section 2.06 (Legal Relationship Between the College Supplier and Third-Parties) of this Agreement;
- (d) the Supplier, prior to or after executing this Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the College;
- (e) a change in control occurs in respect of the Supplier and the College determines to terminate this Agreement in accordance with Section 2.06;
- (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns this Agreement without first obtaining the written approval of the College;
- (g) the total payment limit for this Agreement set forth in Section 4.01, if applicable, has been reached, or the delivery of all Deliverables has been completed, prior to the expiry of the Term;
- (h) the Supplier's acts or omissions constitute a substantial failure of performance; or
- (i) the Supplier engages in any other conduct that is or could reasonably be expected to be materially detrimental to the operations or reputation of the College.

8.02 Termination Right of the College after Rectification Notice

(a) Without limiting any of the College's rights under Section 8.01, if the Supplier breaches any terms or conditions of this Agreement, the College may issue a rectification notice to the Supplier setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice the Supplier shall either (i) comply with that rectification notice; or (ii) provide a rectification plan to the College that the College determines, in its sole discretion, to be satisfactory. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan within such seven (7) Business Day period, or if the Supplier provides a satisfactory rectification plan but fails at any time to comply with the provisions of such rectification plan, the College may immediately terminate this Agreement upon written notice to the Supplier.

(b) If the Supplier has been given a rectification notice pursuant to this Section 8.02, and subsequently breaches any term or condition of this Agreement that was the subject, in whole or in part, of the initial rectification notice, the College shall be entitled to immediately terminate this Agreement upon written notice to the Supplier.

8.03 Termination on Notice

The College reserves the right to terminate this Agreement, without cause, upon thirty (30) calendar days prior written notice to the Supplier.

8.04 Termination Right of the Supplier

If the College fails to make any payment due and owing to the Supplier hereunder, and the Supplier notifies the College in writing of such failure and the College does not remedy such failure within sixty (60) days of receiving such notice, then the Supplier may thereafter terminate this Agreement at any time upon written notice to the College.

8.05 Supplier's Obligations on Termination

The Supplier shall upon termination of this Agreement, in addition to its other obligations under this

Agreement and at law:

- (a) provide the College with a report detailing (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by the College pertaining to the provision of the Deliverables and performance of the Supplier's obligations under this Agreement;
- (b) execute such documentation as may be required by the College to give effect to the termination of this Agreement;
- (c) deliver or cause to be delivered to the College all documents or property of the College that are in the possession, charge, control or custody of the Supplier; and
- (d) comply with any other instructions provided by the College, including instructions for facilitating the transfer of its obligations to another person.

8.05 Supplier's Payment Upon Termination

The College shall only be responsible for the payment of the Deliverables provided under this Agreement up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the College may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

8.06 Termination in Addition to Other Rights

The express rights of termination in this Agreement are in addition to and shall in no way limit any other rights or remedies of the parties hereto under this Agreement, at law or in equity.

8.07 Expiry and Extension of Contract

This Contract shall, unless terminated earlier in accordance with this Article 8, expire on [●], provided that the College shall have the option to extend this Agreement for one further term of a duration to be determined by the College (but which duration shall not exceed *Enter maximum extension period*, such extension to be upon the same terms (including the Rates), conditions and covenants contained in this Agreement, excepting this option to extend. The option to extend shall be exercisable by the College upon written notice to the Supplier at least thirty (30) calendar days prior to the expiry of this Agreement, and such notice shall set forth the precise duration of the extension.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date first above written.

ONTARIO COLLEGE OF TRADES

Signature: _____

Name: (please print)

Title: (please print)

I hereby certify that I have the authority to bind the above-named supplier.

Signature: _____

Name: (please print)

Title: (please print)

**SCHEDULE 1
SCHEDULE OF DELIVERABLES, RATES AND SUPPLEMENTARY PROVISIONS**

Terms of Reference/Deliverables (including timelines)

The Supplier will work in conjunction with the College to provide the following goods and/or services:

[•]

Rates and Price

[•]

Travel Expenses

Travel expenses outside the Greater Toronto Area will be reimbursed at the rates consistent with the College's travel policy, and are subject to prior approval from the College.

The approved amount for travel expenses within the contract ceiling is as follows:

[•]

Other Expenses

The approved amount for Other Expenses within the contract ceiling is as follows:

[•]

Total Contract Ceiling

| Contract Costs | Total from Above | HST | Total |
|-----------------------|--|----------------------------------|---|
| Deliverable Costs | \$Enter total Deliverable Cost | \$ Enter HST on Deliverables | \$ Enter total Deliverable Cost including HST |
| Travel Expenses | \$Enter total Travel Expenses | \$ Enter HST on Travel Expenses | \$ Enter total Travel Expenses including HST |
| Other Expenses | \$Enter total Other Expenses | \$ Enter HST on Other Expenses | \$ Enter total Other Expenses including HST |
| Total | \$Enter Contract Ceiling excluding HST | \$ Enter HST on Contract Ceiling | \$ Enter total Contract Ceiling including HST |

Schedule 2 – Schedule of Forms

Pursuant to the Article of this Agreement entitled Intellectual Property, this form shall be executed by any Supplier employees, volunteers, agents, subcontractors or other individuals involved in the creation of Intellectual Property, as the case may be, in the manner contemplated by this Agreement where the Deliverables include Intellectual Property.

ASSIGNMENT OF COPYRIGHT AND WAIVER OF MORAL RIGHTS

WHEREAS, pursuant to a Services Agreement made effective as of [●], Enter name of individual (the “Assignor”), of Enter address of individual, and The Ontario College of Trades (the “Assignee”), the full post office address of whose principal office or place of business is 655 Bay St., Suite 500, Toronto, ON, M5G 2K4, the Assignor agreed to grant, transfer, convey, and assign the copyright in the materials listed or described in Schedule A (the “Copyrights”) to the Assignee immediately following the creation thereof, for all time;

AND WHEREAS the Assignee is desirous of confirming that is has purchased and acquired the whole estate, right, title, interest, claim and demand in and to the Copyrights;

NOW THEREFORE, in consideration of the sum of two dollars (\$2.00) and other good and valuable consideration the receipt of which is hereby acknowledged, the Assignor confirms that it has granted, transferred, conveyed, and assigned, and, to the extent that the Assignor has not granted, transferred, conveyed and assigned, hereby grants, transfers, conveys and assigns, unto the Assignee, its successors and assigns, the whole estate, right, title, interest, claim and demand in and to the Copyrights, any and all rights relating thereto that may arise at law in respect of the Copyrights, and all rights of action resulting from prior infringement or other unauthorized use thereof, the same to be held and enjoyed as fully and exclusively as the same would have been held and enjoyed by the Assignor had this grant, transfer, conveyance, and assignment not been made.

The Assignor hereby undertakes at any time upon reasonable request to execute such documents and take such further actions as may be necessary to evidence the assignment of the Copyrights to the Assignee, and to enable the Assignee to obtain and maintain the applications and registrations for the Copyrights, all without further consideration but at the sole expense of the Assignee.

The Assignor hereby waives any moral rights the Assignor may have in or related to any of the Copyrights as against the Assignee, its successors, licensees or assigns. In this Assignment of Copyright and Waiver of Moral Rights, "Moral Rights" has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42, as amended or replaced from time to time and includes comparable rights in applicable jurisdictions.

IN WITNESS WHEREOF, I have executed this Assignment of Copyright and Waiver of Moral Rights on the date set forth below.

DATED at _____, this ____ day of _____, 20__.

(Witness)
Name:
Address:

(Assignor)
Name:
Address:

Pursuant to the Article of this Agreement entitled Intellectual Property, this form shall be executed by the Supplier in the manner contemplated by this Agreement where the Deliverables include Intellectual Property.

ASSIGNMENT OF COPYRIGHT

WHEREAS, pursuant to a Consulting Services Agreement made effective as of [●], between Enter Supplier name (the "Assignor"), the full post office address of whose principal office or place of business is Enter Supplier address, and The Ontario College of Trades (the "Assignee"), the full post office address of whose principal office or place of business is 655 Bay St., Suite 500, Toronto, ON, M5G 2K4, the Assignor agreed to grant, transfer, convey, and assign the copyright in the materials listed or described in Schedule A (the "Copyrights") to the Assignee immediately following the creation thereof, for all time;

AND WHEREAS the Assignee is desirous of confirming that is has purchased and acquired the whole estate, right, title, interest, claim and demand in and to the Copyrights;

NOW THEREFORE, in consideration of the sum of two dollars (\$2.00) and other good and valuable consideration the receipt of which is hereby acknowledged, the Assignor confirms that it has granted, transferred, conveyed, and assigned, and, to the extent that the Assignor has not granted, transferred, conveyed and assigned, hereby grants, transfers, conveys and assigns, unto the Assignee, its successors and assigns, the whole estate, right, title, interest, claim and demand in and to the Copyrights, any and all rights relating thereto that may arise at law in respect of the Copyrights, and all rights of action resulting from prior infringement or other unauthorized use thereof, the same to be held and enjoyed as fully and exclusively as the same would have been held and enjoyed by the Assignor had this grant, transfer, conveyance and assignment not been made.

The Assignor hereby undertakes at any time upon reasonable request to execute such documents and take such further actions as may be necessary to evidence the assignment of the Copyrights to the Assignee, and to enable the Assignee to obtain and maintain the applications and registrations for the Copyrights, all without further consideration but at the sole expense of the Assignee.

IN WITNESS WHEREOF, the Assignor has by its authorized signing officer executed this Assignment of Copyright on the date set forth below.

DATED at _____, this ____ day of _____, 20__.

I hereby certify that I have the authority to bind the above-named Assignor.

Signature: _____

Name: (please print)

Title: (please print)

Schedule 3 – Representations and Warranties of the Supplier

Organization, Power and Authority

The Supplier is duly organized, validly existing, and in good standing under Applicable Laws and is duly qualified to do business, licensed and/or accredited there and in all other jurisdictions where the failure to be so qualified, licensed and/or accredited would reasonably be expected to have a material adverse effect upon the College or which might reasonably be expected to impair in any material respect the ability of the Supplier lawfully to discharge its obligations under this Agreement.

The Supplier has full legal right, power and authority to enter into this Agreement and to perform its obligations under this Agreement.

This Agreement has been duly and validly authorized, executed, and delivered by the Supplier and is enforceable against the Supplier in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court.

The execution and delivery by the Supplier and the performance by it of its obligations hereunder will not: (a) result in a violation of its organizational documents, (b) result in a violation of Applicable Law, or any order, writ, judgment, injunction, decree, determination or award applicable to it, or (c) result in a breach of, a default under, or the acceleration of (or entitle any party to accelerate) the maturity of any obligation of the Supplier.

Litigation; Consents and Authorizations

To the best of the Supplier's knowledge, there is no pending, threatened, or contemplated actions, suits, proceedings, or investigations before or by any court, governmental, administrative, or self-regulatory body, exchange, or arbitration panel to which the Supplier or any of its affiliates is a party or to which the Supplier's assets are subject, nor has the Supplier or any of its affiliates received any notice of an investigation, inquiry, or dispute by any court, governmental, administrative, or self-regulatory body, exchange or arbitration panel regarding any of its activities which might reasonably be expected to result in a material adverse change in the Supplier's condition (financial or otherwise), business, or prospects or which might reasonably be expected to impair in any material respect the Supplier's ability to discharge its obligations under this Agreement.

The execution, delivery and performance by the Supplier of this Agreement and the consummation by the Supplier of its obligations under this Agreement require no consent, approval or authorization of or any action by or in respect of, or filing, recording, registering or publication with, or notification to any Governmental Entity.

Residence

The Supplier represents that it is a resident of Canada for purposes of the Income Tax Act (Canada) and covenants to forthwith notify the College in writing of any change in the Supplier's tax residence.