**insert contract number**

These Articles of Agreement are made as of the **insert day** of **insert month**, **insert year**

between

**His Majesty the King in right of Canada, as represented by the insert Chief of Defence Staff or Base/Wing/Unit Commander in his/her/their Non-Public Property capacity through**

**Insert Canadian Forces Morale and Welfare Services or
Canadian Forces Base/Wing/Unit name as appropriate**

(referred to in the contract as **“NPP”**)

and

**Insert name**

**Title and legal status**

**Full current mailing address**
**Full current mailing address**

(referred to in the contract as the **“Contractor”**)

NPP and the Contractor agree as follows:

1. **Contract**
	1. The following documents and any amendments relating thereto form the contract between NPP and the Contractor:

		1. these Articles of Agreements;
		2. Annex "B" entitled "[General Conditions – Services](https://www.cafconnection.ca/National/About-Us/Our-Policies/Procurement-and-Contracting/General-Conditions.aspx);
		3. the Statement of Work at Annex “A” ; and,
		4. add more, if necessary. (Remove this line if not needed.)
	2. In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.
2. **Compliance with Applicable Laws**

This contract shall be governed by and construed in accordance with the laws in force in the province of **insert province name**.

1. **Security – Unclassified**

This requirement is Unclassified and no classified information is involved.

1. **Date of Completion of Work and Description of Work**
	1. The Contractor shall between **insert day** of **insert month**, **insert year** and **insert year** of **insert month**, **insert year** perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work at Annex A.

(Remove the below clauses if not applicable.)

* 1. The Contractor grants to NPP the irrevocable option to extend the term of the Contract by up to **Insert number** additional **Insert number** year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Method of Payment.
	2. NPP may exercise this option at any time by sending a written notice to the Contractor at least **insert number - not less than 30** calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.
1. **Contractor’s Duties and Obligations**

The Contractor will provide the specified services to NPP in a diligent, efficient, and professional manner. In providing the services, the Contractor understands and agrees to:

* + 1. comply with all rules and regulations governing the use of both Non-public property and DND property, facilities and equipment;
		2. comply with all rules, regulations, and signs dealing with access to NPP and all facilities included thereon;
		3. comply with all rules and regulations applicable to the contract;
		4. be solely responsible for the payment of any and all taxes and other statutory deductions or payments applicable to the agreed fee; and
		5. deal with the public in a friendly, courteous and professional manner.
1. **Security Requirements**
	1. The Contractor understands and agrees to have all its employees and/or subcontractors, assigned to the contract able to obtain and maintain for the duration of their assignment as part of the contract a valid security clearance appropriate to the level required by NPP. The Contractor must provide proof of the valid security clearances to NPP.
	2. The Contractor understands and agrees to be solely responsible for the acquisition, renewal and payment of the required security clearance.
2. **Contract Amount**
	1. Subject to the terms and conditions of this contract and in consideration for the performance of the work, NPP shall pay to the Contractor:
	2. A sum not to exceed **insert amount** **per annual year/contract term/applicable period**, plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST), for a period of **xx** **days/months/year(s)/terms** for a total of **insert amount** pursuant to this contract. (delete the highlighted portion if not applicable.)
	3. No increase in the total liability of NPP or in the price of the Work resulting from any design changes, modifications or interpretations of the specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of the Crown to be exceeded without the prior written approval of the Contracting Authority. The Contractor shall notify the Contracting Authority in writing as to the adequacy of this sum when:
		1. it is 75 percent committed, or
		2. if the Contractor considers that the funds provided are inadequate for the completion of the Work,

whichever comes first.

* 1. In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase NPP's liability.
1. **Method of Payment**

Payment by NPP to the Contractor for the work shall be made within:

* + 1. thirty (30) days following the date on which all of the Work has been delivered at the delivery point specified in the Contract, not the ultimate destination, and all other Work required to be performed by the Contractor under the terms of the Contract has been completed; or
		2. thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract;

whichever date is the later.

Invoices are to be submitted to:

|  |  |
| --- | --- |
| Attention: | **insert name** |
| Address: | **insert address** |
|  | **insert address** |
|  | **insert address** |
|  | **insert address** |
| Tel: | **insert phone number** |
| Email: | **insert email** |

If a different method of payment is needed (multiple payments, milestone payments, etc.), please contact the NPP Procurement and Contracts Officer, Jasmina Fazlic.

1. **Time Verification**

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six years after it receives the final payment under the Contract.

1. **Status of the Contractor**

This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of NPP. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, employment Insurance, Workers' Compensation, or Income Tax.

1. **NPP Representative**

The Project/Technical Authority named below is the representative of NPP for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority however the Project/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

|  |
| --- |
| Project/Technical Authority: |
| Title: | **insert title** |
| Name | **insert name** |
| Tel: | **insert phone number** |
| Email: | **insert email** |

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority

|  |
| --- |
| Contracting Authority: |
| Title: | **insert title** |
| Name | **insert name** |
| Tel: | **insert phone number** |
| Email: | **insert email** |

1. **Contractor Representative**

|  |
| --- |
|  |
| Title: | **insert title** |
| Name | **insert name** |
| Tel: | **insert phone number** |
| Email: | **insert email** |

1. **Insurance Requirements**
	1. The Contractor shall provide, at the Contractor sole cost and expense, proof, satisfactory to NPP the following property and liability insurance:
		1. Comprehensive general liability insurance covering liability for personal injury, bodily injury, death and/or damage to the Property of others; and,
		2. Comprehensive insurance covering for loss or damage to the property of NPP.
	2. The insurance purchased by the Contractor shall:
		1. Have limits of not less than two million dollars ($2,000,000.00) (In some cases 2M will not be sufficient. This is a business decision as to which amount the Manager, in consultation with the Accounting Office, requires) in respect of any one (1) accident or occurrence; and,
		2. Name the Contractor and His Majesty the King in right of Canada as represented by Chief of Defence Staff in his Non-Public Property capacity as an Additional Insured as its interest may appear. (Delete if waived.)
	3. Failure to provide proof of insurance as set out in 13.1 will constitute an event of default under the contract. The insurance requirements do not release the Contractor from or reduce its liability under the Contract.

(Assuming the removal of Insurance Requirements was approved in accordance with the NPP Contracting Policy, delete 13.1-13.3 and use only 13.4. Delete this instruction before finalizing the contract.)

* 1. The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.
1. **Personnel, Replacement of Personnel, Location of Work**

The Contractor shall provide the services of the persons named in the proposal and/or in the Statement of Work (unless the Contractor is unable to do so for reasons beyond the Contractor’s control), together with any additional persons necessary to perform the work and provide the services required under this Contract. Should the Contractor, at any time, be unable to provide the services of the named persons, the Contractor shall be responsible for providing replacements with at least the same level of skill and experience. In such cases the Contractor shall notify the NPP representative in writing and provide: (a) the reason for the removal of the named person from the project; (b) the name of the proposed replacement; (c) an outline of the skills and experience of the proposed replacement; and (d) an accepted security clearance certificate, if applicable. To the extent practicable, the notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence work. Such replacements shall be subject to the written approval of NPP. NPP may order the removal of any personnel (whether or not named in the proposal or the Statement of Work) on reasonable grounds, and the Contractor shall immediately remove the person from the work and shall, in accordance with this section, secure a replacement. Subject to the foregoing, the Contractor is required to perform the work and provide the services in accordance with the terms of this Contract.

1. **Assignment and Novation**
	1. NPP may at any time assign or subcontract its rights and obligations under the Contract, in whole or in part. In the event of any assignment or subcontract by NPP, NPP shall notify the Contractor and Contractor shall, where applicable, cooperate to facilitate such assignment or subcontract, at no additional charge to NPP or assignee/subcontractor. Any assignment by NPP of NPP’s rights or obligations under the Contract shall include the novation of assignee as a party to the Contract.
	2. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee or any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.
	3. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
	4. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon NPP.
2. **Intellectual Property**
	1. Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists (“Foreground Intellectual Property”) belongs to NPP . For clarity, such Foreground Intellectual Property shall be solely and exclusively owned by NPP.
	2. The Contractor hereby irrevocably and unconditionally assigns, and agrees it shall assign, to NPP all right, title and interest to such Foreground Intellectual Property without any additional consideration payable to the Contractor. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by NPP.
	3. The Contractor shall be solely responsible for ensuring and shall ensure that any contractor personnel has agreed to assign and does assign all right, title and interest to such Foreground Intellectual Property to NPP, directly or indirectly through Contractor, and Contractor shall obtain all waivers of moral rights necessary, without additional consideration payable to the Contractor or contractor personnel.
	4. The Contractor must incorporate the copyright symbol and one of the following notices, as appropriate into all Foreground Information that is subject to copyright regardless of the form or medium upon which it is recorded: © His Majesty the King in right of Canada, as represented by the CDS in his non-public capacity (year) or © Sa Majesté le Roi du chef du Canada, telle que représentée par le CEMD en sa qualité de responsable des BNP (année).. © His Majesty the King in Right of Canada (year), or © Sa Majesté le Roi du chef du Canada (année).
	5. The Contractor shall, whenever requested by NPP, execute and have executed at its sole expense, any and all applications, assignments and other instruments necessary or register NPP’s rights hereunder. The Contractor acknowledges that this section is consistent with the policy reflected in section 17 of the Copyright Act (Canada).
	6. For greater certainty, NPP shall own the Foreground Intellectual Property in all Work delivered to NPP hereunder. Any Intellectual Property in existence prior to the date of this Contract or created other than in the course of performing Work pursuant to this Contract (“Background Intellectual Property”) shall not be deemed to be Foreground Intellectual Property.
	7. To the extent any Background Intellectual property is incorporated in Work supplied by the Contractor hereunder, the Contractor shall use reasonable efforts to identify such Background Intellectual Property to NPP and, for no additional consideration payable by NPP, the Contractor shall and hereby does grant or represent or warrant that NPP is granted a perpetual, non-exclusive license to such Background Intellectual Property as necessary to allow NPP to fully exploit such Work and to fully use its rights in the Foreground Information for NPP’s purposes, including without limitation a license to, in whole or in part, modify, translate, distribute, transmit, perform, reproduce, in any format and otherwise make of the applicable Work (and sublicense others to exercise these rights) during the term of this Contract and following expiration or termination for any reason.
3. **Canadian Labour and Materials**

The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

1. **Change of Control**

Contractor shall notify NPP prior to entering into a subcontract in connection with the work under this Contract, and prior to any merger, amalgamation, transfer of a controlling interest in Contractor or a sale of all or substantially all of Contractor’s assets. Contractor shall obtain NPP’s prior written consent to any such transaction. Contractor’s notice and request for consent shall include full particulars regarding the intended transaction, including information regarding whether the subcontractor, successor entity, entity acquiring a controlling interest in Contractor or entity purchasing all or substantially all of Contractor’s assets may be subject to the USA Patriot Act. In the event that Contractor fails to comply with this notice and consent requirement, NPP shall be entitled to terminate this Contract in accordance with Default by the Contractor – General Conditions Annex B section which can be found at [this link.](https://www.cafconnection.ca/National/About-Us/Our-Policies/Procurement-and-Contracting/General-Conditions.aspx)

1. **Certifications**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by NPP during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, NPP has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

1. **Compliance with on-site measures, standing orders, policies, and rules**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

This contract has been executed on behalf of the Contractor and on behalf of His Majesty the King in right of Canada, as represented by the **insert Chief of Defence Staff or Base/Wing/Unit Commander** in his Non-Public property capacity, by their duly authorized officers.

|  |  |
| --- | --- |
| **His Majesty the King in right of Canada, as represented by the insert Chief of Defence Staff or Base/Wing/Unit Commander in his Non-Public Property capacity through** | **If contractor is a corporation:** |
| **Insert Canadian Forces Morale and Welfare Services or Canadian Forces Base/Wing/Unit name as appropriate** | **insert name of corporation/partnership/sole proprietorship** |
|  | I have authority to bind the corporation/partnership/proprietorship |
| per: | per: |
| **Insert name and title of signing officer** | **Insert name and title of duly authorized signing officer** |
| **WITNESS** | **WITNESS** |
| Name: **Insert witness name**  | Name:  **Insert witness name**  |
| Address: **insert address** | Address: **insert address** |
|  **insert address** |  **insert address** |
|  | **OR** |
| **His Majesty the King in right of Canada, as represented by the insert Chief of Defence Staff or Base/Wing/Unit Commander in his Non-Public Property capacity through** | **If contractor is a private individual:** |
| **Insert Canadian Forces Morale and Welfare Services or Canadian Forces Base/Wing/Unit name as appropriate** | per: |
| per: |  |
|  |  |
|  |  |
| **Insert name and title of signing officer** | **Insert contractor name** |
|  | GST/HST #: **Insert number** |
| **WITNESS** | Additional Info:  |
|  | **WITNESS** |
| Name:  **Insert witness name**  |  |
| Address: **insert address** | Name:  **Insert witness name**  |
|  **insert address** | Address: **insert address** |
|   |  **insert address** |

1. Objective

The objective identifies the operational requirement and end result of the project.

1. Project Background

The background generally describes the requirement and provides an understanding of the organization’s objectives and mandate.

1. Scope of Work

This section should highlight what is included in the scope of the project in broader terms. Describe the operational requirements at a high level. Each requirement identified in this section should be further broken down into a number of deliverables and tasks that will be defined in sections 7 and 8 below.

1. Location of Work

Specify the location details.

1. Period of Performance

Specify the period of performance.

1. Travel

Describe travel requirements.

1. Deliverables

This section identifies the tangible outputs that the Contractor must produce in order to meet its contractual obligations as outlined in 3. Scope of Work. Clearly list the requested schedule for the delivery date of each deliverable. Provide sufficient information so that all parties understand what will constitute completion of a phase or milestone in the work.

Insert deliverables

Insert deliverables

Insert (add lines as necessary)

1. Tasks

This section should provide a precise and systematic description of each individual task to be performed by the Contractor in order to supply the deliverables identified in section 6. above. List the requested schedule for each task or milestone.

Insert Task

Insert Task

Insert Task (add lines as necessary)

1. Acceptance Criteria

The acceptance criteria for each deliverable must be explicitly identified, referencing, where possible, exact specifications.

Specify how the payment schedule will be matched to the measurement of performance throughout the contract.

1. Assumptions and Constraints

Any issues or constraints that may affect the cost, time or performance of a task must be identified in this section.

1. Applicable Standards

Specify any industry standards, if applicable.

1. Contractor Qualifications

Identify certifications and qualifications required by the Contractor in order to perform the work.

1. Applicable Documents

If required.

1. Special Requirements

Security requirements, for example.

1. Reporting

Specify the reporting requirements including frequency. Monitoring the work Is critical to ensuring that the project stays on track and that milestones are met, services are provided as required, goods are delivered, or deliverables provided in accordance with the terms. Identifying reporting mechanism that enables such monitoring is very important.

It is recommended that specific format requirements for reports be included as an appendix if it is lengthy and detailed.

1. Contracting, Project and Technical Authority

|  |
| --- |
| Contracting Authority |
| Attention: |  |
| Address: |  |
| Email: |  |

|  |
| --- |
| Project Authority |
| Attention: |  |
| Address: |  |
| Email: |  |

|  |
| --- |
| Technical Authority |
| Attention: |  |
| Address: |  |
| Email: |  |

1. Warranty

Insert warranty requirements.