

Non-Public Property Contract for Services

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

insert contract number

This field is not mandatory. Not all CFMWS divisions use contract numbering. If your division does not keep track of contracts, delete the field. If you are not sure whether your division numbers contracts, contact your divisional NPP Contracting Representative.

between

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

For CDS Created Organization – Use CANEX, SISIP FS or CFMWS.

Example:

His Majesty the King in right of Canada, as represented by the Chief of Defence Staff in his non-public property capacity through Canadian Forces Morale and Welfare Services

For Commanding Officer organizations use base/wing/unit name.

Example:

His Majesty the King in right of Canada, as represented by the Commander 4 Wing Cold Lake in his NPP capacity through Cold Lake Golf and Winter Club

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

(referred to in the contract as “

and

**Insert name
Title and legal status
Full current mailing address
Full current mailing address**

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

Never use personal names in legal titles.

It is NOT: His Majesty the King in Right of Canada, as represented by Col Jonathan Michaud in his NPP Capacity through the Junior Ranks Mess

Never use functions other than the CDS or B/W/U Commanders.

It is NOT: His Majesty the King in Right of Canada, as represented by Senior Manager PSP in her NPP capacity through the Junior Ranks Mess

If drafting a contract with an individual, insert full name. If drafting a contract with a company, insert company name. Not the name of the representative, but a legal company name. If there is no company title/legal status, delete the second field.

the Contractor agree as follows:

Contract

1.1 The following documents and any amendments relating thereto form the contract between NPP and the Contractor:

- (i) these Articles of Agreements;
- (ii) Annex "B" entitled "[General Conditions – Services](#);
- (iii) the Statement of Work at Annex “A”; and,
- (iv) add more, if necessary. **(Remove this line if not needed.)**

Add all relevant materials - RFP, drawings, plans, etc.

1.2 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**.

insert contract number

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3. Security – Unclassified

This requirement is Unclassified and no classified information is involved.

4. Date of Completion of Work and Description of Work

- 4.1 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.

Insert required period of service.
For example, 31 March 2022 – 31 December 2022.

(Delete the below clauses if not applicable.)

- 4.2 The Contractor grants to NPP the irrevocable option to extend the term of the Contract by **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 bound by the applicable provisions as set out in the Method of Payment.

- 4.3 NPP may exercise this option at any time by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidence for administrative purposes only, through a contract amendment.

5. 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:

- (i) comply with all rules and regulations governing the use of both Non-public property, facilities and equipment;
- (ii) comply with all rules, regulations, and signs dealing with access to NPP property included thereon;
- (iii) comply with all rules and regulations applicable to the contract;
- (iv) be solely responsible for the payment of any and all taxes and other statutory deductions or payments applicable to the Work; and
- (v) deal with the public in a friendly, courteous and professional manner.

6. Security Requirements

- 6.1 The Contractor understands and agrees to have all its employees and/or subcontractors and agents, assigned to the Contract able to obtain and as part of the Contract a valid security clearance approval. The Contractor must provide proof of the valid security clearance to NPP.
- 6.2 The Contractor understands and agrees to be solely responsible for the payment of the required security clearance.

If unsure whether security requirements apply to the contract and services you are acquiring, contact a local Unit Security Officer for more information.

If it's determined that no security requirement applies, follow the instructions and remove the 6.1-6.2.

Sometimes you might want to include an option to extend a contract and take advantage of predetermined cost/price/levels of service. If you chose to include the option to extend (4.2-4.3) you need to negotiate cost/prices/levels of service with the supplier before the contract is signed. **Those details must be specified in the Statement of Work.** Once the option to extend is included, a supplier agrees to provide services at agreed upon conditions.

For example, if you would like to potentially extend the contract for two more years (at predetermined and pre-negotiated cost/price/service level, the option would look like this: The Contractor grants to NPP the irrevocable option to extend the term of the Contract by up to **1 (one)** additional **2 (two)** year period(s) under the same conditions.

**(If no security requirements apply to the contract, remove 6.1 & 6.2
If security requirements apply to the contract, remove 6.3. Remove this note before**

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signing the contract.)

6.3 No security requirements apply to this Contract.

7. Contract Amount

7.1 Subject to the terms and conditions of this Contract and in consideration for the performance of the work, NPP shall pay to the Contractor:

7.2 A sum not to exceed **insert amount** per annual year/contract term/applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST), for **days/months/year(s)/terms** for a total of **insert amount** pursuant to this contract (if not applicable.)

For a contract with a total value, insert the amount per contract term.

A sum not to exceed **\$6,500.00** per contract term, plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST).

For multiperiod contracts, insert \$ amount per period and insert number of periods for a total value of a contract.

A sum not to exceed **\$785.00** per month, plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST), for a period of 18 months for a total of **\$14,130.00** pursuant to this contract.

A Contracting Authority must have a sufficient DOA to approve/sign the TOTAL VALUE of the contract. For multiyear/multiperiod contracts, that means the value of all periods/year combined. Also, the total value includes all potential extensions specified in section 4.

If a CA does not have sufficient authority to cover all the extensions/periods/years, the contract must be signed by a delegated authority who does.

the total liability of NPP or in the price of the Work resulting from such design changes, modifications or interpretations have been approved by the Contracting Authority prior to their incorporation into the Work. The Contractor shall not perform any work or provide any service that would cause the total liability of NPP to exceed without the prior written approval of the Contracting Authority. The Contractor shall notify the Contracting Authority in writing as to the adequacy of the funds provided.

percent committed, or

Contractor considers that the funds provided are inadequate for the completion of the

times first.

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 estimate for the additional funds does not increase NPP's liability.

8. Method of Payment

8.1 Payment by NPP to the Contractor for the work shall be made within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract.

Select the appropriate payment method and remove the rest.

OR

8.2 NPP will pay the Contractor in accordance with the payment provisions of the Contract if:

- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by NPP; and
- (iii) the Work delivered has been accepted by NPP.

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

insert contract number

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Advance Payment/Deposit **(select applicable)** – on **INSERT DATE (delete if not applicable)** in the amount of **insert deposit amount** plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST).

Payment I - upon satisfactory completion and delivery of the requirements set out in Annex A to this Contract in the amount of **insert final amount** plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST) within thirty (30) days following the date the invoice is received.

Final - upon satisfactory completion and delivery of the requirements set out in Annex A to this Contract in the amount of **insert final amount** plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST) within thirty (30) days following the date the invoice is received.

Delete "Payment I" if not required.

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. Delete this para before finalizing the contract.

Delete before finalizing the contract.

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.

10. 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.

11. NPP Representative

The 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 Work under the Contract. Technical matters may be discussed with the Technical Authority however the Technical Authority has no authority to authorize changes to the Work.

Technical Authority is, generally, responsible for day-to-day dealings with the contractor and for technical aspects of the Work. For simple projects, it is sometimes the same individual as the contracting authority.

insert contract number

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Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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**

Contracting Authority draws the authority from the CDS Delegation of Authorities for Financial Administration of NPP and is based on the job position. It could, also, be sub delegated by the responsible CFMWS/ B/W chain of command.

Always ensure that the CA has sufficient DOA to cover the **total contract amount (including extensions, if applicable.)**

12. Contractor Representative

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

13. Insurance Requirements

13.1 The Contractor shall provide, at the Contractor sole cost and expense, proof, satisfactory to NPP the following property and liability insurance:

(i) Comprehensive general liability insurance covering liability for personal injury and/or damage to the Property of others; and,

As it stands in a blank template, para 13. Insurance Requirements contains TWO options.

One when the insurance is required (13.1-13.3) and the other when the insurance is not required (13.4).

Before the contract is sent to the contractor, one of the options must be selected. The other one must be deleted.

Comprehensive insurance covering for loss or damage to the property of NPP

to be purchased by the Contractor shall:

limits of not less than two million dollars (\$2,000,000.00) in respect of

per occurrence; and,]

Contractor and His Majesty the King in right of Canada as represented by the Staff in his Non-Public Property capacity as an Additional Insured

appear. (Delete if waived.)

Insurance requirements are mandatory for NPP contracts. Only a CFMWS Div Head or a Base/Wing Commander can authorize the removal of the insurance requirement. Each division has its own authorization procedures so please contact your NPP Contracting Representative for details.

13.3 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 relieve the Contractor under the Contract.

If removal of the insurance requirement was authorized, make sure to delete paras 13.1-13.3 and leave para 13.4 under the insurance requirement clause.

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(If the removal of Insurance Requirements was approved in accordance with the NPP Contracting Policy, delete 13.1-13.3 and use only 13.4.

If the Insurance Requirement is required, keep paras 13.1-13.3 and delete 13.4.

Delete this instruction before finalizing the contract.)

- 13.4 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 benefit and protection. It does not release the Contractor from obligations under the Contract.]

If the insurance is required, delete 13.4 and the instructions above it.

14. 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.

15. Assignment and Novation

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon NPP.

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16. Intellectual Property

- 16.1 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.
- 16.2 The Contractor hereby irrevocably and unconditionally assigns, and agrees that 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.
- 16.3 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.
- 16.4 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 Property capacity (year) or © Sa Majesté le Roi du chef du Canada, telle que représentée par le CEMD en sa qualité de responsable des Biens non publics (année).. © His Majesty the King in Right of Canada (year), or © Sa Majesté le Roi du chef du Canada (année).
- 16.5 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 et seq. of the *Copyright Act* (Canada).
- 16.6 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.
- 16.7 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Dispute Resolution

- 21.1 If a dispute arises, regarding the interpretation and/or implementation of this Agreement, the Contracting Authority and the Contractor shall make every effort to resolve the dispute as soon as possible through consultation and negotiation in good faith and in a spirit of mutual cooperation.
- 21.2 If the dispute is not resolved within five (5) business days, either party may elect to escalate the resolution of such dispute to a senior level contracting authority from each party who will promptly meet and confer in an effort to resolve the dispute. Any mutually agreed decisions of the senior level contracting authorities shall be final and binding on both parties.

(Use paras 21.3 and 21. 4 for contracts valued at more than \$30,000.00 or based on the local budget. Potential mediation cost will be covered by local budget. Contact your contracting authority for more information. **For contracts valued at less than \$30,000.00 remove the 21.3 and 21. 4.** Remove this message before finalizing the contract.)

Delete this message before sending a file to a contractor.

- 21.3 In the event the senior level contracting authorities are unable to resolve any dispute within thirty (30) business days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by both parties within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold, delay or condition consent to the selection of a mediator. The costs of a mediator shall be shared equally but each party shall pay its own attorney's fees.

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- 21.4 All communications and discussions in furtherance of the dispute resolution process shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential settlement negotiations that, with the exception of disclosure permitted to a party's auditors and legal advisors, are not subject to disclosure to any third party by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

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

If contractor is a corporation:

insert name of corporation/partnership/sole proprietorship

per:

Insert name and title of signing officer

All signatures MUST be on the same page of the same document. It is not permissible to sign two separate contract copies, one by NPP and the other by the contractor.

Signatures must be under appropriate headings. As an NPP representative, do not sign in a right hand column.

If the contract is with a company, use the first option and delete everything after "OR".

If the contract is with an individual, use the second option and delete everything above "OR".

and the **insert name of corporation/partnership/proprietorship**

insert name of duly authorized officer

WITNESS

Name: **Insert witness name**
Address: **insert address**
insert address

WITNESS

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

If contractor is a private individual:

per:

per:

Insert name and title of signing officer

Insert contractor name
GST/HST #: **Insert number**
Additional Info:

WITNESS

WITNESS

Name: **Insert witness name**
Address: **insert address**
insert address

Name: **Insert witness name**
Address: **insert address**
insert address

1. Objective

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

2. Project Background

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

3. 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.

4. Location of Work

Specify the location details.

5. Period of Performance

Specify the period of performance.

6. Travel

Describe travel requirements.

7. 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)

8. 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)

9. 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.

10. Assumptions and Constraints

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

11. Applicable Standards

Specify any industry standards, if applicable.

12. Contractor Qualifications

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

13. Applicable Documents

If required.

14. Special Requirements

Security requirements, for example.

15. 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.

16. Contracting, Project and Technical Authority

Contracting Authority	
Attention:	
Address:	
Email:	

Project Authority	
Attention:	
Address:	
Email:	

Technical Authority	
Attention:	

Address:	
Email:	

17. Warranty

Insert warranty requirements.