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CONTRACT NAME: _Public Knowledge Project_____

CONTRACT #: 64123

SERVICES AGREEMENT

This Agreement dated as of 31th day of March, 2024, BETWEEN:

SIMON FRASER UNIVERSITY, having an address at
8888 University Drive, Burnaby B.C. V5A 1S6
("SFU")

AND:

Guilherme Henrique Lemes de Godoy, having an address at
Rua Monte Cervantes
Qd. 11, Lt. 11, Casa 02
Vila Regina, Goiânia
Goiás, Brazil
74453-600
(the "Contractor")

WHEREAS:

- A. The Contractor is in the business of providing software development services; and
- B. SFU wishes to engage the Contractor to provide such services to SFU, all on the terms and conditions set out in this Agreement.

NOW THEREFORE the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Interpretation.

For purposes of this Agreement, except as otherwise expressly provided:

- (a) "**this Agreement**" means this agreement, including the recitals and schedules, as supplemented and amended in writing from time to time;
- (b) descriptive headings are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement;
- (c) all references to currency refer to lawful money of Canada (unless expressed to be in some other currency) and all amounts to be calculated or paid pursuant to this Agreement are to be calculated and paid in lawful money of Canada;
- (d) each provision of this Agreement is intended to be severable and if any provision is illegal, invalid or unenforceable, such illegality, unenforceability or invalidity will not affect the validity of this Agreement or the remaining provisions; and
- (e) words importing the singular include the plural and vice versa.

1.2 Governing Law.

This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

ARTICLE 2 - ENGAGEMENT

2.1 Engagement.

SFU hereby engages the Contractor to provide to SFU, those services set out in Schedule "A" to this Agreement, as amended from time to time (the "**Services**").

2.2 Acceptance.

The Contractor hereby agrees to provide the Services to SFU on the terms and conditions of this Agreement. The Contractor shall provide the Services to SFU in the manner and within the timeframe outlined in Schedule "A" to this Agreement, as amended from time to time.

ARTICLE 3 - GENERAL PROVISIONS APPLICABLE TO SERVICES

3.1 SFU Instructions & Contact.

The Contractor shall in providing the Services to SFU comply with all reasonable instructions and directions of SFU. The PKP Budget Coordinator will be the Contractor's designated contact at SFU (the "**SFU Representative**") and may be reached by email at pkp_budget_coordinator@sfu.ca.

3.2 Standard of Services.

The Contractor shall perform the Services in a prudent and efficient manner to a standard of care, skill and diligence equal to or higher than the standard that would be met by qualified persons providing, on a commercial basis and in compliance with applicable laws, services similar to the Services. The SFU Representative shall be responsible for monitoring the Contractor's provision of the Services and shall notify the Contractor in writing of any deficiencies in the Services. The Contractor shall promptly rectify any such deficiencies upon receiving written notice from SFU. For greater certainty, SFU will not be required to make payment to the Contractor for Services rendered until such time as any outstanding deficiencies, of which the Contractor has been notified of in writing by SFU, have been corrected to SFU's reasonable satisfaction.

3.3 Contractor's Costs.

The Contractor shall supply and pay for all labour, supplies, materials, facilities, approvals and licences necessary or advisable for the Contractor to perform its obligations under this Agreement, and shall indemnify, defend and save harmless SFU from and against all costs, expenses and liabilities associated therewith.

3.4 Personnel

- (a) Any labour and personnel supplied by the Contractor for the purposes of providing the Services to SFU are and will remain employees of the Contractor or its permitted subcontractors and not of SFU. The Contractor shall pay and is solely responsible for all obligations as employer with respect to any such personnel including, without limitation, payment of all wages and salaries, deductions and remittances of statutory withholdings for income tax, employment insurance and Canada Pension Plan, and payment of all Workers' Compensation Assessments, and shall indemnify and save harmless SFU from and against any and all costs, expenses and liabilities in connection with those obligations.
- (b) The Contractor shall ensure that any personnel supplied by the Contractor to perform the Services are qualified and competent to perform them and are properly trained and instructed.

3.5 Compliance with Laws.

The Contractor shall in providing the Services to SFU comply with and cause any personnel engaged or employed for such purposes to comply with all applicable laws, regulations and bylaws.

3.6 No Subcontracting.

The Contractor shall not, without the prior written consent of SFU, subcontract any of its obligations under this Agreement. No subcontracting, whether consented to or not, will relieve the Contractor from any obligations under this Agreement, and the Contractor shall ensure that any subcontractor complies fully with this Agreement in performing the subcontracted obligations.

3.7 Reporting.

At the request of SFU from time to time, the Contractor shall fully inform SFU of all work performed by the Contractor or any subcontractor in connection with the provision of the Services to SFU under this Agreement.

3.8 Books & Records of the Contractor.

For a term of two years following the expiration or sooner termination of this Agreement, the Contractor shall maintain proper records of all Services provided by it under this Agreement and of all costs incurred by it in connection therewith, to support the amounts charged to SFU by the Contractor under this Agreement. The Contractor shall provide copies of such records to SFU, upon request.

3.9 Ethical Procurement.

The Contractor shall conduct itself in accordance with SFU's Ethical Procurement Policy (AD 11.21), as applicable. A copy of this Policy is available at:

http://www.sfu.ca/content/dam/sfu/policies/files/administrative_policies/11_series/AD11-21.pdf.

3.10 Conflict of Interest.

The Contractor represents that to the best of its knowledge there is no actual, potential or perceived conflict of interest that could interfere with the Contractor's provision of the Services hereunder, and no

conflict of interest is likely to arise during the term of this Agreement or any extension or renewal thereof. If the Contractor becomes aware of an actual, potential or perceived conflict of interest it shall immediately give written notice to the SFU Representative outlining the details of such conflict of interest and how the Contractor proposes to respond. The Contractor shall take all steps reasonably required by SFU to resolve or manage the conflict of interest.

ARTICLE 4 - PAYMENT TERMS

4.1 Fees.

SFU shall pay to the Contractor for the Services, the fees as set out in Schedule "B" to this Agreement (the "**Fees**").

4.2 Invoicing & Payment Terms.

The Contractor shall:

- (a) invoice SFU for the Fees owed by SFU to the Contractor on a monthly basis;
- (b) send all invoices electronically to the SFU Representative set out on page 2 of this Agreement, ;
and
- (c) ensure that the contract number indicated on the top left of page 1 of this Agreement is clearly indicated on each invoice.

SFU shall pay such invoices within 30 days of receipt, provided that the SFU Representative is satisfied that the Services meet the standard required of the Contractor d herein.

4.3 Expenses.

SFU shall reimburse the Contractor for those expenses specifically agreed to in writing by SFU and the Contractor. The Contractor shall itemize all such permitted expenses on its invoices for tax purposes.

4.4 Right of Set-Off

If any amounts payable for any reason by the Contractor to SFU are past due, SFU may set off against such amounts any Fees then owed by SFU to the Contractor for the performance of the Services.

ARTICLE 5 - TERM

5.1 Term.

This Agreement will be valid for a twelve (12) month term commencing on April 1, 2024 and ending on March 31, 2025. This Agreement may be extended or renewed with written agreement of the parties.

5.2 Termination.

This Agreement may be terminated by either party by giving the other not less than 30 days' prior written notice of the effective date of such termination. SFU may terminate this Agreement

immediately with written notice to the Contractor if the Contractor is in material default of any of the terms or conditions of this Agreement.

ARTICLE 6 - INDEMNITY & INSURANCE

6.1 Indemnity.

The Contractor hereby agrees to indemnify, defend and hold harmless SFU and its governors, officers, directors, servants, employees, agents, volunteers and representatives, and their heirs, executors, administrators, successors and assigns (as the case may be) (each an **"Indemnified Party"**) from and against any and all claims, demands, actions, causes of action, damages, losses, deficiencies, costs (including reasonable legal costs on a solicitor and own client basis), expenses, liabilities and administrative proceedings including, without limitation, claims arising by reason of any injury to or death of any person, or damage to any property, including consequential loss, which may be brought or made against any Indemnified Party with respect to any cause, matter or thing under or in respect of or relating to this Agreement or the Contractor's provision of the Services, save and except for any claims, demands, actions, causes of action, damages, losses, deficiencies, costs, expenses, liabilities or administrative proceedings arising from the gross negligence or wilful misconduct of any Indemnified Party. The Contractor's obligation under this section will survive the termination of this Agreement.

ARTICLE 7 - CONFIDENTIALITY & FIPPA

7.1 Confidentiality.

Each party shall keep confidential and not divulge to any third party except as reasonably required in the discharge of its responsibilities hereunder or as required by law, all information pertaining to the business and affairs of the other party obtained in the course of or for the purpose of carrying out its obligations under this Agreement, excluding any such information that is generally available to or known by third parties or the public. The obligations of the parties under this section will survive the termination of this Agreement.

7.2 Privacy.

As a public body, SFU is subject to the *Freedom of Information and Protection of Privacy Act*, [RSBC 1996] c. 165, and this Agreement and any documents provided by the Contractor to SFU pursuant to the terms of this Agreement are, with limited exceptions, subject to disclosure thereunder.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Relationship.

The Contractor is an independent contractor under this Agreement and does not have the right to assume or create any obligation of any kind, either expressed or implied, on behalf of SFU, except as expressly provided for in this Agreement. Nothing in this Agreement will be deemed to establish or otherwise create a relationship of agency, employment, partnership or otherwise between the parties except that of independent contractor.

8.2 Dispute Resolution.

Both during and after the performance of their obligations under this Agreement, each of the Contractor and SFU shall make *bona fide* efforts to resolve any disputes arising between them by amicable negotiations and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations. Each of the Contractor and SFU shall use its best efforts to conduct any dispute resolution procedures herein as efficiently and cost effectively as possible. Each of the Contractor and SFU shall attempt to resolve all disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with it or from it, by mediated negotiation with the assistance of a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Commercial Mediation Rules. If the dispute cannot be settled within 30 days after the mediator has been appointed, or such other period agreed to in writing by the parties, the dispute will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, pursuant to its Rules. In the absence of any written agreement otherwise, the place of arbitration will be Vancouver, British Columbia.

8.3 Schedules.

The schedules attached to this Agreement are incorporated into and form part of this Agreement as fully as if they were included in the main body of this Agreement.

8.4 Amendments.

This Agreement may not be modified or amended in whole or in part, unless such an amendment is in writing and executed by both SFU and the Contractor.

8.5 Assignment.

The Contractor may not assign this Agreement or any of its rights under this Agreement without the prior written consent of SFU. Any assignment without prior written consent is ineffective. SFU may assign this Agreement with written notice to the Contractor.

8.6 Binding Effect.

This Agreement will enure to the benefit of and be binding upon the heirs, executors, administrators, legal representatives, successors and permitted assigns of the parties, as applicable.

8.7 Notices.

Any notice or other communication required or permitted to be given or made under this Agreement will be in writing and will be effectively given and made if delivered personally or sent by registered mail, prepaid courier service, or electronically, in each case to the applicable address as follows:

If to SFU:

Procurement Services Department
Simon Fraser University,
8888 University Drive - Strand Hall,
Burnaby, British Columbia
V5A 1S6

Attention: Director, Procurement Services
Mary.Aylesworth@sfu.ca

correction:

Procurement Services Department
Simon Fraser University
1625-8999 Nelson Way, Discovery 1
Burnaby BC V5A 4W9

Attention: Director, Procurement Services
Mary_Aylesworth@sfu.ca

if to the Contractor: Guilherme Henrique Lemes de Godoy
Rua Monte Cervantes
Qd. 11, Lt. 11, Casa 02
Vila Regina, Goiânia
Goiás, Brazil
74453-600
guilherme.hlg.eng@gmail.com

Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery. Any party may change its address for service from time to time by notice to the other party in accordance with this section.

8.8 Entire Agreement.

Except as otherwise agreed in writing by the parties, this Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all previous expectations, understandings, communications, representations and agreements with respect to the subject matter of this Agreement, whether verbal or written.

8.9 Force Majeure.

Neither party will be liable for, nor will either party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labour problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care.

8.10 Further Assurances.

The parties will execute and deliver to each other such further instruments and assurances and do such further acts as may be required to give effect to this Agreement.

8.11 Time of Essence.

Time is of the essence in this Agreement.

8.12 Waiver.

No party is to be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing, and any such written waiver will apply only to the matter so waived and not to any additional, continuing or subsequent matter of the same or different kind.

8.13 Counterparts.

This Agreement may be executed in any number of counterparts with the same effect as if both parties had signed the same document. All counterparts will be construed together and will constitute one and the same agreement.

8.14 Electronic Transmission.

This Agreement or any counterpart may be executed by a party and delivered by facsimile or electronically in portable document format (pdf) and if so executed and delivered this Agreement or such counterpart will for all purposes be as effective as if the party had executed and delivered the Agreement or a counterpart bearing an original signature.

8.15 Effective Date.

This Agreement will become effective as and from the date stated at the top of page 1 of this Agreement, regardless of the date signed.

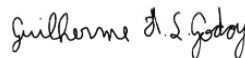
8.16 Copyright

Simon Fraser University is assigned the copyright for work produced by and for the Public Knowledge Project and has placed this software under an open source GNU General Public License and its documentation under a Creative Commons-BY license.

The parties are signing this Agreement as of the date stated at the top of page 1 of this Agreement.

SIMON FRASER UNIVERSITY

Name: Kevin Stranack
Title: Director of Operations, PKP
Date: March 31, 2024

FIRST & LAST NAME

Name: Guilherme Henrique Lemes de Godoy
Title: Systems Development Specialist
Date:

SIMON FRASER UNIVERSITY

Name: Laura Simonsen
Title: Major Procurement Officer
Date:

Rita Narovlyansky on behalf of Laura Simonsen

SCHEDULE "A"
Services

Systems Development Specialist

1. The Contractor shall provide to SFU:
 - a) Expert feedback and consultation on global open access and open source software development activities and practices, particularly in Latin America;
 - b) Software development, testing and deployment for PKP's systems infrastructure.
 - c) Software development and customization services and related support for PKP|PS hosted clients.
 - d) Data migration/conversion services and related support for PKP|PS hosted clients.
 - e) Software development services in relation to the Public Knowledge Project (PKP) suite, including but not limited to (1) Open Journal Systems (OJS), (2) Open Monograph Press (OMP), (3) Open Preprint Systems (OPS), (4) PKP Web Application Library (WAL), and (5) other PKP software;
 - f) User support services via PKP's public forum in relation to PKP's suite of software, particularly with the Portuguese and Latin American community;
 - g) Assistance with testing, training and support to PKP staff and contractors;
 - h) Participation in PKP sprints, conferences, and interest groups.
2. The Contractor shall deliver to SFU:
 - a) Technical documentation as requested;
 - b) Software development contributions to PKP's software suite and other PKP software that adhere to current best practices using commonly available open source programming languages, tools, and utilities whenever possible;
 - c) Fully tested and documented code with the intent of delivering error free systems; and
 - d) A monthly invoice of work accomplished.
3. The Contractor's Work Contact is Michael Felczak, Manager, Systems and Development at PKP.

SCHEDULE "B"**Fees**

SFU shall pay to the Contractor fees for the Services provided by the Contractor to SFU to a maximum cost of CDN \$78,331.50 providing services under this Agreement.

The Contractor shall maintain a written record of all hours worked. Monthly invoices will be submitted to the PKP Budget Coordinator (pkp_budget_coordinator@sfu.ca) as the Contractor's designated Financial Contact at SFU, and cc'd to Michael Felczak, Manager, Systems and Development (michael.pkp@gmail.com) as the Contractor's designated Work Contact at SFU.

The Contractor must obtain advanced approval from the Contractor's Work Contact if they are in excess of the fees agreed upon above.

Special Financial Note

SFU is not responsible for lost payments at the Contractor's bank due to any complications that arise from international banking. It will be the responsibility of the Contractor to investigate any lost fees through their bank. SFU also requires all independent contractors to provide a means to transfer contract fees direct from bank to bank – that is, not through an intermediary like Western Union.

The cost of international wire transfer, if any, will be shared by both parties.