**PURCHASE OF SERVICES CONTRACT**

**Between**

**[CLIENT]**

**&**

**LOGICALOUTCOMES CANADA**

This is a Contract to govern the purchase by [CLIENT] of consulting services from LogicalOutcomes Canada (LogicalOutcomes).

**REPRESENTATIVES**

All correspondence between [CLIENT] and LogicalOutcomes in respect of this Contract shall be conducted through the following:

[CLIENT] representative: NAME

Title

[CLIENT]

Address

Tel.

Email

LogicalOutcomes: NAME

Title

[CLIENT]

Address

Tel.

Email

**SERVICES**

LogicalOutcomes agrees to provide the services and deliverables described in the Statement of Work (Schedule A), within the time frame specified. Any substantive changes to the services or deliverables described in Schedule A must be approved in advance in writing by [CLIENT].

**FEES AND PAYMENT SCHEDULE**

[CLIENT] agrees to reimburse LogicalOutcomes a maximum fee of $ CDNupon receipt of invoices and deliverables as outlined in the Statement of Work, Budget & Payment Schedule (Schedule A), provided to the satisfaction of [CLIENT]. Any costs over the agreed budget need to be pre-approved by [CLIENT].

**CONTRACT DURATION**

The assignment will commence on [DATE] and shall end no later than [DATE]. The Contract shall be carried out in accordance with the schedule agreed upon determined between [CLIENT] and LogicalOutcomes.

**CONFIDENTIALITY**

LogicalOutcomes will treat as confidential all data, records, accounts and other information regarding [CLIENT] and its affiliates that become known to LogicalOutcomes through its activities under this Contract, including information regarding [CLIENT] and its affiliates’ operations, policies, procedures, faculty, employees, students, information technology systems and financial information and plans (“[CLIENT] Confidential Information”).

During and after the term of this Contract, neither party will use or disclose the other party’s Confidential Information, except for the purpose of providing, receiving or using the Service in accordance with this Contract, or as may be required by law, regulation or court order. LogicalOutcomes will obtain from all subcontractors and agents authorized to perform the Services under this Contract written consent agreeing to the confidentiality provisions herein.

**PROPRIETARY RIGHTS**

[CLIENT] will have full rights and joint ownership over any templates, reports, or otherwise (collectively hereinafter “Work Products”) produced by LogicalOutcomes as result of or in connection with this Contract and under the terms of the Creative Commons Attribution License 4.0 International, which permits unrestricted use, distribution, and reproduction in any medium, provided the original author and source are credited.

To the extent that [CLIENT] provided data is used to create the Work Product, joint ownership shall be construed to mean ownership by [CLIENT] and LogicalOutcomes of the Work Product created by LogicalOutcomes and excluding any [CLIENT] provided data. For the avoidance of doubt, any [CLIENT] data which forms a part of the Work Product created under this Contract, remains the property or licensed property of [CLIENT] and may not be used, transferred, sub-licensed, distributed or reproduced by LogicalOutcomes for any purpose other than the activities in the Statement of Work.

**LIMITED LIABILITY AND TERMINATION OF CONTRACT**

LogicalOutcomes, and its consultants, partners and agents, shall not be liable to [CLIENT], whether jointly, severally or individually, in excess of the compensation paid to LogicalOutcomes under this Contract, as a result of any act or omission not amounting to a willful or intentional wrong. This Contract may be terminated for cause or convenience by either party in writing, at any time, without fault and without liability, upon two weeks’ notification. [CLIENT] reserves the right to waive the notice period in the event that the project has concluded or that LogicalOutcomes has violated the terms of the Contract. [CLIENT] will pay LogicalOutcomes for all approved work completed up to the date of the notice of termination. In the event of a dispute between the two parties, the parties agree to use all best efforts to resolve the dispute in a co-operative and reasonable manner.

If the Parties are unable to settle their differences within 60 days, then the parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement. If the mediation is unsuccessful, the parties agree that the dispute shall be decided by binding arbitration conducted in the City of Toronto pursuant to the Arbitration Act (Ontario). The decision of the arbitrators shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. Costs and fees associated with the mediation shall be shared equally by the parties. The prevailing party in the arbitration proceedings shall be awarded reasonable legal fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrators shall for good cause determine otherwise.

I am in agreement with the terms as stated above.

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Name Name

Title Title

[CLIENT] [CLIENT]

Date: [DATE] Date: [DATE]