

ALBERTA EDUCATION
FEE FOR SERVICE CONTRACT

Contract Number
«ContractNumber»

CONTRACT SUMMARY FORM

This is a Contract between HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA as represented by the Minister of Education (“Ministry”) and

«CONTRACTORNAME»

(“Contractor”)

for the provision of the services described below.

The parties agree as follows:

1. The Term of this contract is from «ContractStartDate» (“Contract Start Date”) to and including «ContractEndDate» (“Contract End Date”).
2. The Contractor shall provide the services (“Services”) outlined in Schedule “A” during the Term.
3. On receipt and acceptance of invoices and, if applicable, receipts for expenses, the Ministry will pay the Contractor for the satisfactory performance of this Contract an amount **not to exceed** «ContractAmount» payable as follows:

«ContractPaymentDetail»

4. The following Schedules are attached and form part of this Contract: «ContractSchedule»

5. CONTRACTOR’S REPRESENTATIVE

MINISTRY’S REPRESENTATIVE

Name	«ContractorAgent»	Name	«MinisterName»
Position (if applicable)	«ContractorTitle»	Position (if applicable)	«MinisterPosition»
Contractor’s Address	«ContractorAddress1» «ContractorAddress2» «ContractorCity», «ContractorProvince»	Address	«MinisterAddress1» «MinisterAddress2» «MinisterCity», «MinisterProvince»
Phone No.	«ContractorPhone»	Phone No.	«MinisterPhone»
Fax	«ContractorFax»	Fax	«MinisterFax»
Postal Code	«ContractorPostalCode»	Postal Code	«MinisterPostalCode»

6. On signature by the Ministry and the Contractor, this Contract Summary Form, the Terms and Conditions, and any attached Schedules, together form the Contract (“Contract”). In the case of conflicts or discrepancies among these documents and any attached Schedules, the documents shall take precedence and govern in the following order: (a) the Contract Summary Form, (b) the Terms and Conditions, and (c) the attached Schedules.

CONTRACTOR OR AUTHORIZED SIGNING OFFICER	NAME AND POSITION	DATE
Per:	«ContractorAgent» «ContractorTitle»	
CORPORATE SEAL (only if Corporation)		WITNESS (only if a Sole Proprietorship and attach Affidavit of Execution)
Per:		
MINISTRY	NAME AND POSITION	DATE
Per:	«LastApprover» «LastApproverPosition»	

Original signatures are required on two copies of this Contract

Contract Number «ContractNumber»

TERMS AND CONDITIONS

DEFINITIONS

1. In this Contract:

- (a) “Business Day” means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province of Alberta;
- (b) “Contract” means the Contract Summary Form, the Terms and Conditions, and any attached Schedules;
- (c) “Materials” means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services;
- (d) “Ministry” means Her Majesty the Queen in right of Alberta, as represented by the Minister of Education;
- (e) “Personal Information” means personal information as defined in the *Freedom of Information and Protection of Privacy* (FOIP) Act (Alberta);
- (f) “Representative” means the Contractor’s Representative and/or the Ministry’s Representative, as applicable, identified in clause 5 of the Contract Summary Form, and is the individual designated to represent each party for communications and ongoing contact between the Ministry and the Contractor in matters relating to this Contract, and in giving and receiving notice pursuant to clause 17(a);
- (g) “Services” means the work, duties, functions and deliverables described in Schedule “A”; and
- (h) “Term” means the contract period specified in clause 1 of the Contract Summary Form, and includes the “Contract Start Date” for when the performance of Services begins, and the “Contract End Date” for when the performance of Services concludes.

PERFORMANCE OF SERVICES

2. The Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the Ministry regarding the performance of the Services. The Contractor warrants that it has the qualifications and expertise to perform the Services, and statements regarding the performance of Services made by the Contractor that is incorporated into, attached to or otherwise included in Schedule “A” are representations and warranties of the Contractor and form part of this Contract.

PAYMENT

- 3.
- (a) The Ministry shall pay the Contractor within 30 days of receipt of an invoice, in accordance with clause 3 of the Contract Summary Form; provided the Contractor has submitted an invoice and other supporting documentation required by the Ministry describing the Services for which payment is claimed.
 - (b) The Ministry represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the *Excise Tax Act* (Canada) as amended. The Government of Alberta’s GST Registration Number is 1240 72513 RT0001.
 - (c) The Ministry may deduct from all payments to the Contractor such amounts as are required by the *Income Tax Act* (Canada).
4. The Ministry may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Contract, in which case the Contractor shall re-execute the Services or Materials at the Contractor’s expense in accordance with this Contract.

RECORDS AND REPORTING

5. The Contractor shall:
- (a) keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this Contract and, on demand, provide to the Ministry these documents to examine, audit and make copies and take extracts; and
 - (b) keep the documents referred to in clause 5(a) for three years following the completion or termination of this Contract.
6. The Contractor shall submit a written status report to the Ministry upon request during the Term indicating:
- (a) the Services completed during that reporting period;
 - (b) the time schedule for those portions which are not completed; and
 - (c) any other information requested by the Ministry in relation to the completion of this Contract.

NON-ASSIGNABILITY AND SUBCONTRACTING

- 7.
- (a) The Contractor shall not:
 - i. assign or otherwise dispose of any of its rights, obligations or interests in this Contract; or
 - ii. subcontract the Services (other than as specified in Schedule "A")without the prior written consent of the Ministry, which shall not be unreasonably withheld.
 - (b) When the Contractor retains any subcontractor(s) in connection with performance of the Services, the Contractor shall:
 - i. be responsible for remunerating the subcontractor(s);
 - ii. be responsible for the performance and activities of the subcontractor(s); and
 - iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Contractor to fulfill its obligations under this Contract.

PERSONNEL REPLACEMENT

- 8.
- (a) The Contractor shall not replace any employee, subcontractor or agent identified in Schedule "A", or add any employee, subcontractor or agent, to perform the Services without the prior written approval of the Ministry, which approval shall not be unreasonably withheld.
 - (b) The Contractor shall:
 - i. remove any employee, subcontractor or agent of the Contractor engaged in providing the Services upon the written request of the Ministry within the time limit indicated in such request; and
 - ii. only replace such removed employee, subcontractor or agent of the Contractor upon getting the prior written approval of the Ministry, which approval shall not be unreasonably withheld.

COMPLIANCE

9. The Contractor shall:
- (a) comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Contractor in performing the Services; and
 - (b) when the *Workers' Compensation Act* (Alberta), as amended from time to time, applies, and upon request from the Ministry, deliver to the Ministry a certificate from the Workers' Compensation Board showing that the Contractor is registered and in good standing with the Board.

MATERIAL OWNERSHIP

10.

- (a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to the Ministry as they are made, prepared, developed, generated, produced or acquired under this Contract. The Materials shall be delivered to the Ministry upon completion or termination of this Contract, or upon request of the Ministry.
- (b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the Ministry, the Contractor or a third party prior to the Contract Start Date remain the property of each party respectively.
- (c) Where any work, information, records or materials regardless of form, including copyright, patent, industrial design or trademark owned by the Contractor prior to the Contract Start Date ("Contractor Materials") is reproduced or incorporated in the Materials, the Contractor grants to the Ministry a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Contractor Materials, for any purpose.
- (d) The Contractor
 - i. irrevocably waives in whole all moral rights, and
 - ii. shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,in and to the Materials in favour of the Ministry and the Ministry's assignees and licensees. Upon request of the Ministry, the Contractor shall deliver to the Ministry copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.
- (e) Prior to reproducing or incorporating any third party copyright materials into the Materials, the Contractor must obtain written permission from the copyright holder and provide the Ministry with copies of the written permissions that are satisfactory to the Ministry.
- (f) The Contractor shall cooperate with the Ministry in protecting the Ministry's ownership or intellectual property rights in the Materials.

NON-DISCLOSURE OF INFORMATION

11.

- (a) "Ministry Information" means all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Contractor in the performance of the Services
- (b) Except as provided in clause 11 and in clause 12, the Contractor shall not disclose or publish Ministry Information, without the prior written consent of the Ministry. The Contractor may disclose Ministry Information to employees, subcontractors or agents of the Contractor who have a need to know for the purpose of performing the Services, provided that the Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract.
- (c) Subject to clause 12(b), the Contractor's obligations in clause 11(b) do not apply to information or documents which:
 - i. are or become publicly available through no act or omission of the Contractor;
 - ii. are independently developed without benefit of Ministry Information; or
 - iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
- (d) The Contractor shall retain Ministry Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of Ministry Information. The Contractor shall immediately advise the Ministry of any unauthorized access, use, disclosure, loss or destruction of Ministry Information, and shall provide the Ministry any assistance reasonably required to rectify such a situation.
- (e) The Contractor shall return or deliver Ministry Information to the Ministry upon completion or termination of this Contract, or upon request of the Ministry.
- (f) Ministry Information may be disclosed to the extent required by law or court order, provided that the Ministry is given reasonable notice and opportunity to seek to prevent or limit its disclosure.

- (g) No press release, public announcement or other public commentary relating to this Contract shall be made by the Contractor without the prior written approval of the Ministry.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

12.

- (a) The Contractor acknowledges that this Contract, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy (FOIP) Act* (Alberta), as amended from time to time. The Contractor further acknowledges that the *FOIP Act* applies to Ministry Information collected, used or disclosed in the performance of Services, and the Contractor shall adhere to the *FOIP Act* in its collection, use and disclosure of any Personal Information.
- (b) The Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by the Ministry.
- (c) Upon request, the Contractor shall, at the Contractor's expense, and within five Business Days, provide to the Ministry any records that are requested under the access provisions of the *FOIP Act* that are in the custody or under the control of the Contractor. Should the Contractor receive an access request under the *FOIP Act*, the Contractor shall not respond to it, but shall immediately forward the access request to the Ministry for further handling.
- (d) In providing the Services the Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the Ministry's request, the Contractor must correct, within five Business Days of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Contract.
- (e) The Contractor shall:
- i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
 - ii. immediately advise the Ministry of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the Ministry to prevent or remedy the same; and
 - iii. provide the Ministry with any information regarding the Contractor's security measures that the Ministry may require to verify compliance with the *FOIP Act*.
- (f) The Contractor shall store only in Canada all records of Personal Information which are disclosed to the Contractor under this Contract, including records that are collected, used or stored on behalf of the Ministry. Subject to clause 13(a), Personal Information must not be transported outside of Canada.
- (g) The Contractor shall act on any direction that the Ministry may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

DATA COLLECTION, STORAGE AND SECURITY

13.

- (a) Electronic Materials that include Personal Information ("Data") must be handled and stored securely. Where applicable, Data will be stored on a secure Canadian owned server in Alberta or, upon written approval of the Ministry, on a secure Canadian owned server within Canada. Data, as defined, must not be transported outside of Canada. Data transmitted or stored on computers, portable devices or other media must be password protected and encrypted using secure procedures.
- (b) The Contractor will provide the Ministry, upon request, details describing their plan for meeting the Data collection, storage and security requirements.
- (c) When the Contract ends, whether through expiry or termination, the Contractor will provide all Data to the Ministry in a method to be determined at the time of Contract end, and the Contractor will be required to delete all Data from any computers, servers, or portable media under their Control.

INDEMNITY AND LIABILITY

14.

- (a) Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:
 - i. that party's breach of this Contract, or
 - ii. the negligence, other tortious act or wilful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Contract.
- (b) The Contractor shall indemnify and hold harmless the Ministry against and from any loss or damage to the real or personal property of the Ministry to the extent arising from the Contractor's breach of this Contract or from the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom it is legally responsible.

INSURANCE

15.

- (a) The Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Contract, insure its operations under a contract of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.
- (b) The Contractor shall provide the Ministry with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of the Ministry.
- (c) The Contractor shall ensure that all its subcontractors obtain and maintain general liability insurance sufficient to meet the requirements in clause 15(a).
- (d) When requested by the Ministry, the Contractor shall provide evidence of endorsement to provide the Ministry with 30 days advance written notice of cancellation of insurance coverage.

RELATIONSHIP OF PARTIES

- 16. The relationship of the Contractor to the Ministry in performing the Services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Contractor and the Ministry.

NOTICES

17.

- (a) Any notice to be made under this Contract is to be made in writing, and is effective when delivered to the address or transmitted by fax to the fax number, for the Ministry's Representative and the Contractor's Representative respectively.
- (b) The parties respectively designate for the time being, the Representatives as having the authority to give notice, and notice given by these Representatives is binding on the party giving the notice.
- (c) Either party may change the name or other information for its Representative by giving notice to the other in the manner described in clause 17(a).
- (d) Any notice personally served or sent by fax shall be deemed received when actually delivered or received, if delivery or fax transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

TERMINATION

18.

- (a) The Ministry may at any time immediately terminate this Contract, without cause, upon written notice to the Contractor.
- (b) If this Contract is terminated:
 - i. all Materials made, prepared, developed, generated, produced or acquired by the Contractor, or its employees, subcontractors or agents under this Contract are the property of the Ministry; and
 - ii. the Ministry shall only have to pay the Contractor for the Services completed in accordance with this Contract up to the effective date of termination.

SAFETY AND SECURITY

19.

- (a) The Contractor, its employees, subcontractors and agents when using any of the Ministry's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.
- (b) In certain circumstances at the request of the Ministry, the Contractor and the Contractor's personnel providing the Services may be required to provide evidence of a valid security clearance check, normally a background and criminal records check, prior to commencing the Services.
- (c) If, in the opinion of the Ministry, the results of such a security clearance check are not satisfactory, the Contractor will be required at the Ministry's request to replace any rejected personnel in the manner described in clause 7.
- (d) The Ministry reserves the right to terminate the Contract in the event that the results of the security clearance check are not satisfactory.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

20.

- (a) The Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - i. the Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Ministry knowing that the decision might further their private interests;
 - ii. where the Services involve providing advice, making recommendations to the Ministry or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - iii. except for payment as set out in this Contract, the Contractor and its employees subcontractors or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
 - iv. the Contractor and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - v. the Contractor, upon request by the Ministry, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees, subcontractors or agents; and
 - vi. the Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.
- (b) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Contractor shall immediately disclose such matter to the Ministry in writing. Upon such disclosure, the Contractor shall not commence or continue performance of the Services without the prior written consent of the Ministry. If the Ministry is of the opinion the Contractor or its employees, subcontractors or agents are in a conflict of interest, the Ministry may terminate this Contract.

SURVIVAL OF TERMS

21. Notwithstanding any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:
- (a) clause 5 Records and Reporting;
 - (b) clause 10 Material Ownership;
 - (c) clause 11 Non-Disclosure of Information;
 - (d) clause 12 Freedom of Information and Protection of Privacy;
 - (e) clause 13(c) Data Collection, Storage and Security; and
 - (f) clause 14 Indemnity and Liability.

GENERAL

22. Time is of the essence of this Contract.
23. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
24. Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
25. The rights and remedies of the Ministry under this Contract are cumulative and any one or more may be exercised.
26. The Parties may amend this Contract only by mutual written agreement signed by the parties.
27. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
28. This Contract shall be for the benefit of and binds the successors and assigns of the parties.
29. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.
30. In this Contract words in the singular include the plural and words in the plural include the singular.
31. This Contract may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

SCHEDULE "A"

This is Schedule “A” to Contract No. **«ContractNumber»** between HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA as represented by the Minister of Education and **«CONTRACTORNAME»** and forms part of that Contract.

1. TERMS OF REFERENCE

Under the general direction of the «MinisterPosition», «MinisterBranch»«ContractConsultation» the Contractor agrees to personally provide the following Services:

- (1)
- (2)

OR

Under the general direction of the «MinisterPosition», «MinisterBranch»«ContractConsultation» the Contractor agrees to provide the services of «Resources» to be responsible for the following:

- (1)
- (2)

2. RELATED DOCUMENTS

The Request for Proposals No. “*Procurement ID here*” dated “*Competition issue date here*” and the Proposal submitted by the Contractor entitled “*_____*” dated “*Competition Submission Date Here*” shall be incorporated herein and considered an integral part of this Schedule “A”.

In the case of conflicts, discrepancies, errors or omissions among the RFP and the Proposal, the documents and amendments to them shall take precedence and govern in the following order:

- (a) the RFP; and
- (b) the Proposal.

3. APPROVAL

All work is subject to the approval of the Ministry's employee, the «MinisterPosition», «MinisterBranch».

SCHEDULE "B"

This is Schedule "B" to Contract No. «ContractNumber» between HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA as represented by the Minister of Education and «CONTRACTORNAME» and forms part of that Contract.

1. PAYMENT SCHEDULE

The Ministry agrees to pay to the Contractor for Services satisfactorily performed under this Contract a total amount not to exceed «ContractServiceAmount» upon receipt of invoices accompanied by reports of tasks completed in accordance with Schedule "A" and the following:

«ContractServiceDescription1»	«ContractServiceAmount 1»
«ContractServiceDescription2»	«ContractServiceAmount 2»
«ContractServiceDescription3»	«ContractServiceAmount 3»
«ContractServiceDescription4»	«ContractServiceAmount 4»
«ContractServiceDescription5»	«ContractServiceAmount 5»
Total:	«ContractAmount» =====

2. EXPENSES

The Ministry agrees to pay the Contractor for committed expense incurred under this Contract a total amount not to exceed «ContractExpenseAmount» upon receipt of invoices accompanied by receipts for the following :

«ContractExpenseServiceDescription1»	«ContractExpenseService Amount1»
«ContractExpenseServiceDescription2»	«ContractExpenseService Amount2»
«ContractExpenseServiceDescription3»	«ContractExpenseService Amount3»
«ContractExpenseServiceDescription4»	«ContractExpenseService Amount4»
«ContractExpenseServiceDescription5»	«ContractExpenseService Amount5»
Total:	«ContractExpenseAmount» =====

The Contractor shall, if applicable, be entitled to reimbursement for traveling and subsistence expenses incurred in the course of travel authorized by the Ministry as prescribed in the Government of Alberta Travel, Meal and Hospitality Expense Policy.

(<http://www.finance.alberta.ca/business/planning-accountability/accountability/GoA-Travel-Meal-and-Hospitality-Expense-Policy.pdf>)

SAMPLE