

SAMPLE Contract – RFP No. AE-09-01

ALBERTA EDUCATION
FEE FOR SERVICE CONTRACT – SERVICES TO THE MINISTER

Contract Number
«ContractNumber»

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

«CONTRACTORNAME» (“Contractor”)

for the provisions of the services described below.

The parties agree as follows:

- 1. The term of this contract is from «ContractStartDate» to and including «ContractEndDate» (“Term”).
- 2. The Contractor shall provide the services (“Services”) set out below or outlined in Schedule “A” during the Term.
- 3. Subject to the Legislature of Alberta appropriating sufficient funds for the purposes of this Contract, on receipt and acceptance of invoices and, if applicable, receipts for expenses, the Minister will pay the Contractor for the satisfactory performance of this Contract an amount not to exceed «ContractAmount» payable as follows:

«ContractPaymentDetail»

- 4. The Contractor acknowledges that information and records maintained or submitted by the Contractor under this Contract may be subject to the protection and access provisions of the Freedom of Information and Protection of Privacy Act. Should the Minister receive a request for any of these records, the Contractor shall forward the records, at the Contractor’s expense, to the Minister within 5 calendar days from official notification by the Minister. The Contractor agrees to retain all such records for at least one year after this Contract expires or is terminated.
- 5. The following Schedules are attached and form part of this Contract: «ContractSchedule»

CONTRACTOR’S REPRESENTATIVE

MINISTER’S REPRESENTATIVE

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

On signature by the Minister and the Contractor, the terms and conditions in the body of this Contract, and in any attached Schedules, together form the Contract.

CONTRACTOR OR AUTHORIZED SIGNING OFFICER	NAME AND POSITION	WITNESS	DATE
Per:	«ContractorAgent» «ContractorTitle»		
MINISTER	NAME AND POSITION	WITNESS	DATE
Per:	«LastApprover» «LastApproverPosition»		

TERMS AND CONDITIONS

INDEPENDENT CONTRACTOR

- 1 The Contractor is an independent contractor and shall not be deemed to be a servant, employee or agent to the Minister.

CONFLICT OF INTEREST

- 2 As soon as reasonably possible after becoming aware of a personal interest that causes or likely to cause a conflict of interest in relation to the performance of this Contract, the Contractor must give notice of the interest to the Minister. Once obligated to give notice of personal interest, the Contractor may not commence nor continue the Services until instructed to do so by the Minister. If, in the opinion of the Minister, a conflict of interest warrants such action, the Minister may give notice of termination of this Contract to the Contractor.

RESPONSIBILITIES OF CONTRACTOR

- 3(1) The Contractor warrants that the Contractor is properly qualified, licensed, equipped and financed to provide the Services.
- (2) The Contractor shall provide the Services during the Term
 - (a) in accordance with the terms and conditions of this Contract,
 - (b) personally, or using only competent employees,
 - (c) in accordance with the generally accepted standards of competency in the field of endeavor associated with the Services and all applicable professional standards, and
 - (d) in close liaison with the Minister's representative.
- (3) The Contractor shall ensure that the Contractor's employees, officers, and agents, as applicable, comply with the terms and conditions of this Contract.

PAYMENT

- 4(1) The Contractor shall submit invoices on a monthly basis for Services provided, within 10 working days of the end of each calendar month. The Contractor shall submit any outstanding invoices within 30 days of termination or conclusion of this Contract.
- (2) Invoices will normally be paid within 30 days from the invoice date or the date Services are performed, whichever is later.
- (3) The Services provided under this Contract are being purchased by the Minister on behalf of the Alberta Crown and therefore are not subject to the federal goods and services tax.

INTELLECTUAL PROPERTY

- 5(1) Ownership of any work, information, records or materials, regardless of form, and including copyright, patent, industrial design process or trademark ("Intellectual Property") which was owned by the Minister, the Contractor or a third party prior to the

signing of this Contract, remains the property of each party respectively.

- (2) Ownership of Intellectual Property which was developed or produced under this Contract by the Contractor, its employees or agents, ("New Intellectual Property") or which was provided by the Minister for use by the Contractor under this Contract, shall vest in the Minister and the Contractor shall retain no right, title or interest therein. At termination or conclusion of this Contract, the Minister, at the Minister's discretion, may grant to the Contractor a license to use the New Intellectual Property.
- (3) Where applicable, the Contractor agrees to obtain permission to use copyright materials which the Contractor has reproduced and incorporated into the items referred to in subsection (2) and to provide the Minister with copies of these written permissions.
- (4) The Contractor agrees to cooperate with the Minister in registering and protecting any New Intellectual Property.
- (5) The Contractor irrevocably waives in whole all moral rights, and shall ensure that the Contractor's employees and agents irrevocably waive in whole all moral rights in respect of the original materials developed or produced under this Contract and declares that these waivers shall operate in favour of the Minister and the Minister's assignees and licensees.
- (6) At the termination or conclusion of this Contract, the Contractor shall return to the Minister any materials provided to the Contractor for use in providing the Services.

CONFIDENTIALITY

- 6 The Contractor, the Contractor's employees and agents shall treat any information acquired as a result of this Contract in strict confidence and with the care and security required to ensure that it is not disclosed or made known to any person, except with the written consent of the Minister.

REDUCTION OF SCOPE AND TERMINATION

- 7(1) This Contract may be terminated immediately by the Minister for cause by the Minister providing the Contractor with written notice of termination.
- (2) This Contract may be terminated without cause by either the Minister or the Contractor providing the other party with 30 days written notice of termination. This Contract is terminated as of the date given in the termination notice.
- (3) On termination as provided in subsections (1) and (2) above, all work up to and including the effective date of termination becomes the property of the Minister, and the Minister shall pay the Contractor for the Services provided to the Minister's satisfaction up to

TERMS AND CONDITIONS

the effective date of termination.

- (4) The Minister, on written notice to the Contractor, may reduce the scope of the Services.
- (5) If the scope of the Services is reduced under subsection (4), and the Contractor has incurred costs directly related to the Services over which the Contractor had no reasonable control, the Minister, at the Minister's discretion, may pay the Contractor for those costs.

HOLD HARMLESS AND INSURANCE

- 8(1) The Contractor agrees to indemnify and hold harmless the Minister from any and all third party claims, demands, actions or costs (including legal costs on a solicitor client basis) for which the Contractor is legally responsible, including those arising out of negligence, wilful acts by the Contractor or the Contractor's employees or agents.
- (2) This hold harmless clause shall survive this Contract.
- (3) The Contractor shall, at the Contractor's own expense and without limiting the Contractor's liabilities herein, insure the Contractor's operations under a contract of General Liability Insurance, in accordance with the *Alberta Insurance Act*, in an amount of not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof.

GENERAL

- 9(1) This Contract is governed by the laws and courts of the Province of Alberta. The terms and conditions of this Contract are severable to the extent that any one which may be contrary to the laws of Alberta shall be deemed to be modified to comply with those laws, but every other term and condition shall remain valid.
- (2) Time is of the essence of this Contract.
- (3) A waiver of any breach of a term or condition of this Contract shall not bind the party giving it unless it is in writing. A waiver which is binding shall not affect the rights of the party giving it with respect to any other or future breach.
- (4) Each party warrants that it has the authority to enter into this Contract and that this Contract does not contravene any law or contract to which it is subject.
- (5) This Contract is binding on the parties' respective successors and permitted assignees.
- (6) The Contractor shall not assign this Contract or subcontract the provision of the Services under this Contract without the prior written consent of the Minister.

- (7) If any term or condition in any Schedule attached to this Contract is in conflict with a term or condition in the body of this Contract, the term or condition in the body of this Contract shall prevail.
- (8) This Contract contains the entire contract between the parties concerning the subject matter of this Contract and no other understanding or Contracts, verbal or otherwise, exist between the parties.
- (9) The Contractor shall comply with the *Workers' Compensation Act* when the Act applies.
- (10) The Contractor acknowledges its responsibility either as a prime contractor, an employer, or worker as defined in the *Occupational Health and Safety Act*, and as a condition of this Contract, agrees to comply with the *Occupational Health and Safety Act* and the regulations under that Act.
- (11) The Minister and the Contractor may, in writing, add to, delete or amend any terms and conditions of this Contract.
- (12) Notwithstanding any other provisions of this Contract, sections 5, 6, and 8 shall survive this Contract and shall continue to bind the parties.
- (13) All notices, statements, invoices, payments or other communications required or permitted to be given or submitted by one Party to the other under this Contract shall be deemed given or submitted to the other Party if in writing and either personally delivered to the office of the addressee or sent by registered mail, postage prepaid, or sent by telegram, telex or facsimile transmission, charges prepaid, to the office of the addressee provided on the face of this Contract.
- (14) The Contractor and the Minister agree that during the term of this Contract and six months thereafter, they will not offer employment to an employee of the other party nor will they otherwise directly or indirectly induce such employee to terminate employment.
- (15) The Contractor shall not make any public announcement or issue a press release relating to this Contract, except with the prior approval of the Minister as to the contents and timing of the announcement or press release.

ALBERTA EDUCATION FEE FOR SERVICE CONTRACT SERVICES TO THE MINISTER	Contract Number «ContractNumber»
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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 dated «CompIssueDate» and the Proposal submitted by the Contractor entitled " " dated «CompSubMissiondate» shall be incorporated herein and considered an integral part of this Contract.

3. APPROVAL

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

Contractor's Initials

Minister's Representative's Initials

**ALBERTA EDUCATION
FEE FOR SERVICE CONTRACT
SERVICES TO THE MINISTER**

Contract Number
«ContractNumber»

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. PERFORMANCE

The Services outlined in Schedule "A" hereto shall be performed personally by the Contractor.

OR

The Contractor shall provide the services of «Resources» to complete the work outlined in Schedule "A".

2. PAYMENT SCHEDULE

The Contractor agrees that any payments which the Minister is required to make in this Contract shall be forwarded to the Contractor as soon as possible after the dates which are outlined in the terms and conditions which follow.

The Minister 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:

Contractor's Initials

Minister's Representative's Initials

**ALBERTA EDUCATION
FEE FOR SERVICE CONTRACT
SERVICES TO THE MINISTER**

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SCHEDULE "C"

This is Schedule "C" 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. EXPENSES

The Minister 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»

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The Contractor shall, if applicable, be entitled to reimbursement for traveling and subsistence expenses incurred in the course of travel authorized by the Minister as prescribed in the Regulations governing the Payment of Subsistence and Traveling Allowances for employees in the Public Service of Alberta.

Contractor's Initials

Minister's Representative's Initials

Funding Information
Internal use only Please do not attach to contract

«ContractFinancalAllocation1»
«ContractFinancalAllocation3»
«ContractFinancalAllocation5»
«ContractFinancalAllocation7»
«ContractFinancalAllocation9»
«ContractFinancalAllocation11»
«ContractFinancalAllocation13»
«ContractFinancalAllocation15»
«ContractFinancalAllocation17»
«ContractFinancalAllocation19»

«ContractFinancalAllocation2»
«ContractFinancalAllocation4»
«ContractFinancalAllocation6»
«ContractFinancalAllocation8»
«ContractFinancalAllocation10»
«ContractFinancalAllocation12»
«ContractFinancalAllocation14»
«ContractFinancalAllocation16»
«ContractFinancalAllocation18»
«ContractFinancalAllocation20»

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