



REQUEST FOR PROPOSAL

Integrated Program Data Collection
Web Application

PART I

GENERAL TERMS AND CONDITIONS

Definitions

“Bidder” means one who submits a response to an invitation to bid as issued by the Ontario Federation of Indian Friendship Centres.

“Closing Date” shall mean the date and time specified in the bid document or addressed in an issued addendum.

“Consultant” or “Supplier” shall mean the successful Bidder who has been awarded the scope of work to provide the goods and/or services to the Ontario Federation of Indian Friendship Centres.

“Ontario Federation of Indian Friendship Centres” may also be referred to in this document as “OFIFC”, or “Owner”.

“Request” shall mean the Request for Proposal.

“Successful Bidder” shall mean the Bidder who has met or exceeded the minimum requirements of the bid document in its entirety as determined by the OFIFC in its absolute discretion and is being recommended for award.

Sealed Submissions

Submissions to be sealed in the envelopes (Submission Envelope #1 / Pricing Envelope #2) provided and submitted as required within this document. The submission shall be sealed in a package clearly addressed to the Executive Director and marked with the bid name, number and closing date. All instructions for the submission of pricing shall be fully adhered to as directed by this request.

Submissions received by facsimile or electronic delivery, secured or otherwise, will not be accepted.

Late Submissions

Bids not received before the closing time specified in the bid document will not be accepted, regardless of any postal seal date or time requirements on a package sent by courier. Such bids will result in an automatic rejection and will be returned unopened to the Bidder, or not received at all.

Submission Withdrawal

Submissions may be withdrawn prior to the specified bid closing time. The Bidder's representative shall provide to the OFIFC a request in writing and photo identification. A courier is not deemed a representative of the Bidder.

Multiple Submissions

A Bidder who has already submitted a sealed bid may submit a further sealed bid at any time up to the official closing time. The last sealed bid received shall supersede and invalidate all other sealed bids previously submitted by that Bidder as it applies to this request.

Compliance to Requirements at Time of Closing

After the opening, a basic review of each submission will be conducted to ensure full compliance to the requirements at time of closing. If the submission does not comply with the specified document requirements, the OFIFC will retain the submission and provide written notification to the Bidder of the submissions non-compliance.

If the submission meets the minimum requirements, the bid will be provided to the user division for evaluation.

Submissions must be legible and prepared in ink. Submissions in pencil will not be accepted.

Collusion

Submission from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between Bidders will be sufficient cause for rejection of all bids affected.

Irregularities Contained in Bids

If bid irregularity shall occur, the bid submission shall be rejected as outlined below. Bid rejection shall only occur based upon the requirements of this request. Example: If the request does not require a mandatory site visit, then item 8 "Failure to attend mandatory site visit(s)" would not apply.

IRREGULARITY	RESPONSE
Unsealed Envelopes	Automatic Rejection
Failure to provide a letter of Agreement to Bond where required.	Rejected as incomplete
Illegible or obscure Bids or Bids which contain additions not called for, erasures, alterations, errors or irregularities of any kind.	Rejected as informal
Documents, in which all necessary Addenda have not been acknowledged.	Rejected as incomplete
Failure to attend mandatory site visit(s).	Automatic rejection
Bids received on documents other than those provided by the OFIFC, when specified to do so.	Rejected as informal.
Failure to insert the Bidder's business name in the space(s) provided.	Rejected as incomplete
Failure to include signature of the person authorized to bind the Bidder in the space provided.	Rejected as incomplete
Conditions placed by the Bidder on the bid price.	Rejected as informal

Bidders Responsibilities

Bidders shall carefully examine all documentation that encompasses this request including but not limited to specifications, addenda and drawings in order to satisfy themselves as to all conditions affecting the scope of work. No claim for additional costs will be entertained on the grounds of misrepresentation, or on the grounds that any promise or guarantee was given or provided by the OFIFC.

If a Bidder finds discrepancies, omissions, irregularities and/or is in doubt as to the meaning, the Bidder shall contact the OFIFC representative named in this request who may send an addendum to all Bidders. The OFIFC cannot be held liable for any oral explanation or interpretation provided.

Bidders attempting to contact OFIFC staff other than the contact(s) indicated within this request, for whatever reason during the bid process, are advised that such action may result in their disqualification of the Bidder and their submission from the evaluation process.

Laws and Regulations

This request shall be construed and interpreted in accordance with the laws of the Province of Ontario, Canada as will all submissions received in response to this request.

Copyrights or Patent Rights

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid. The Bidder agrees to hold the OFIFC harmless from any and all liability, loss or expense occasioned by any such violation as applicable to this request. The OFIFC shall have full ownership of all materials and information produced under the agreement with the successful Bidder.

Brand Names

Any time a brand name is provided, it shall be used by Bidders to determine a minimum standard of quality. Approved equivalents are acceptable unless there is a stipulation in the request that indicates otherwise.

Rights of the Ontario Federation of Indian Friendship Centres

The OFIFC shall not be responsible for any costs incurred by any Bidder for preparation and/or submission of a bid, any subsequent documentation related to this request or submission or any costs relative to meetings or interviews requested by the OFIFC.

Furthermore, the Ontario Federation of Indian Friendship Centres shall not be responsible for any liabilities; costs; expenses; loss or damage incurred; sustained or suffered by any Bidder, prior to or subsequent to, or by reason of the acceptance, or non-acceptance, withdrawal by the OFIFC of any proposal; or by reason of any delay in the award of the proposal.

In its sole discretion, the OFIFC reserves the right to cancel this request at any time and/or reissue the request in its original form, without penalty or cost to the OFIFC.

This request should not be considered a commitment by the OFIFC to issue a purchase order or enter into any contract.

The OFIFC reserves the right to inspect any or all Bidders equipment, certificates, and references etc. prior to or after award as applicable to the product/service included as part of this request.

The OFIFC reserves the right not to award to a Bidder if the OFIFC is unsatisfied that a Bidder has not provided sufficient evidence of equipment, personnel or financial capability to complete the scope of work outlined within this document or to be awarded or has not met the predetermined benchmark score as outlined within this request.

The Ontario Federation of Indian Friendship Centres reserves the right to request specific requirements not adequately covered in the Bidders submission for clarification.

The Ontario Federation of Indian Friendship Centres reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.

All submissions become the property of the OFIFC and will not be returned.

Litigation

The OFIFC may, in its absolute discretion, reject a submission by a Bidder if:

- Is a party to litigation with the OFIFC; or
- Directly or indirectly, including by common ownership or control or otherwise, is related to a party to litigation with the OFIFC; or
- Intends to use a sub-contractor in respect of the specific project who is party to litigation with the OFIFC, or, who, directly or indirectly, including by common ownership or control or otherwise, is related to a party to litigation with the OFIFC.

Party to litigation with the OFIFC includes cases in which the Bidder or any of the parties named above, have advised the OFIFC in writing of their intention to commence litigation, or have commenced or have advised the OFIFC of their intention to commence an arbitral proceeding, against the OFIFC.

In determining if a bid shall be rejected under this clause, the OFIFC will consider whether the litigation is likely to affect the Bidders ability to work with the OFIFC, its consultants and representatives, and whether the OFIFC experience with the Bidder in the matter giving rise to the litigation indicates that the OFIFC is likely to incur increased staff and legal costs in the administration of the OFIFC if it is awarded to the Bidder.

Evaluation

Submissions received will be evaluated using pre-established criteria as outlined within this request.

Award

The OFIFC reserves the right to accept or reject any and all bids. The OFIFC further reserves the right to award on a split-order basis, lump sum or individual-item basis, or such combination as shall best serve the interests of the OFIFC in the opinion of the user division, unless otherwise stated.

The OFIFC may enter into negotiations with the preferred Bidder (proposal with the lowest price per point) if the price bid is over the budgeted amount for the project. Should the OFIFC be unable to reach an agreement with the preferred Bidder, the OFIFC reserves the right to cancel the bid opportunity, initiate negotiations with the second preferred Bidder, cancel the bid document and/or reissue in its original or revised format; or take such action that is deemed to be in the best interest of the OFIFC.

All awards in full or in part are conditional upon budget approval.

The lowest bid proposal will not necessarily be accepted as evaluations are based upon the Price Per Point Methodology.

Disputes

In cases of dispute as to whether or not a product or service bid or delivered meets the condition in the accepted bid, the decision of the Executive Director shall be final and binding on all parties.

In the event of any disagreement between the Ontario Federation of Indian Friendship Centres and Bidder regarding the interpretation of the provisions of the RFP, the Executive Director shall make the final determination as to the interpretation.

Acceptance or rejection of proposals will be at the discretion of the Executive Director. The Executive Director reserves the right to reject the proposal of any Bidder who does not furnish satisfactory evidence of sufficient qualification, to successfully execute and complete the work. Past performance of firms submitting proposals may also be a consideration.

Indemnification

The successful Bidder will indemnify and hold harmless the OFIFC, its officers, employees and agents from all claims, demands, actions or other proceedings initiated by others arising out of, or attributable to anything and against all liability resulting from any and all failures to meet the responsibility referred to in this request.

Treatment of Information

The information collected will be used solely for the purposes stated in this request.

If the Bidder believes that any part of its bid reveals any trade secret, intellectual property, scientific, technical, commercial, financial or labour relation information or any

other similar secret right of information belonging to the Bidder, the information must be clearly marked as being confidential.

Any requests for access to submissions will be subject to a formal review prior to the release of any third party information.

Bidder Eligibility

The OFIFC reserves the right to investigate and evaluate the experience, capability (staff and equipment) and/or financial position of any Bidder prior to award. The OFIFC reserves the right to reject any Bidder based upon the information obtained.

References

Bidders must submit references in compliance with this request. References will be evaluated based upon the quality of information provided. It is the practice of the OFIFC to only contact the references for the preferred Bidder; however, if the preferred Bidder references are negative in nature, the OFIFC reserves the right to call upon the references of the second low Bidder. The OFIFC may also call upon the references of any Bidder when the OFIFC enters into the negotiation stage as outlined within the "Award" section of this request.

Sub-Contractors

If requested in this document, the Bidder shall name any sub-contractors who will be carrying out any part of the work required in this request. The successful Bidder shall be responsible for the quality of work and coordination of their sub-contractors. The OFIFC has the right to reject any of the sub-contractors so named. The successful Bidder shall not assign or reassign any awarded portion of the work without prior written consent of the OFIFC.

Ownership

The Ontario Federation of Indian Friendship Centres will retain and have full ownership of all materials and information produced under the Agreement with the successful Bidder, regardless of any Agreement cancellation or Agreement expiration.

Conduct of Work

The successful Bidder shall carry out the work in a diligent and efficient manner, ensuring the work is of proper quality, material and workmanship.

Work Approval

The successful Bidder shall keep confidential all information in connection and developed as part of the work until the necessary approvals are provided by the OFIFC.

PART II

TERMS OF REFERENCE

Introduction

The Ontario Federation of Indian Friendship Centres wishes to expand upon and upgrade its current methods of data collection and service recording. Currently the OFIFC has 10 independent web applications that collect data and store the information in separate unique databases. It is the OFIFCs intention to integrate an initial 5 predetermined internal programmes, in which the end result is to be an integrated database and web application allowing OFIFC and Member Friendship Centre staff to create and manage clients, manage and count services, and generate the necessary reports.

Website Addresses

The web application will be accessible as a sub domain from ofifc.org:

<http://idb.ofifc.org>

Project Description

The Ontario Federation of Indian Friendship Centres is requesting submissions from qualified experts in Web and Database development, who will prepare a web application that better meets the need of the OFIFC, Friendship Centre Staff, and participants.

The project includes the design and development of the data collection web application from the ground up. The OFIFC has developed mock database schemas and various work flows that can be utilized if necessary.

Objectives

Purpose and Key Requirements

The Ontario Federation of Indian Friendship Centres is seeking to achieve 3 distinct objectives with the new web application:

1. Clear and Concise data for internal analysis,
2. A common look and feel between the different programmes,
3. Minimal end-user interaction times with the database web application.

The complete database web application specifications can be obtained by completing and submitting the attached non-disclosure agreement.

Experience and Qualifications

The OFIFC is seeking experienced professionals with 5 of experience developing web database applications.

Proposed Layout / Functionality / Mock-up

The proposal must include a mock-up of the first landing page for each user group (as specified in the database web application specification) after a successful login. A description outlining the functionality of these pages must also be included.

Work Schedule

Work is to begin as soon as possible once the selection has been made. The proponent will be expected to prepare a time schedule incorporating all aspects of the project until completion. It is expected that the project will be completed by January 2011.

Pricing

All pricing shall be submitted in the Envelope # 2 as stipulated under Submission Requirements in Part III.

All prices shall be provided in Canadian Dollars.

Submissions are to remain firm for acceptance for a period of sixty (60) days from the date of bid closing.

There will be no claim for increase of rates or prices submitted and accepted by the OFIFC by the issuance of a purchase order, blanket contract, agreement, etc for the term unless specifically addressed in the request.

In the case of an error in extending the unit prices, the unit price shall determine the bid price. The OFIFC will correct any mathematical errors made by the bidder in extending unit prices prior to award.

The OFIFC may negotiate with the highest ranked bidder prior to the final agreement.

The pricing schedule as included in Part IV must be completed.

Taxes

All applicable taxes must be shown separately. The calculated taxes shall be at the rate applicable at time of invoicing.

Invoice / Payment

The Ontario Federation of Indian Friendship Centre's standard payment schedule is Net 14 days from receipt of invoice. Bidders may include their pricing terms in their submission.

Evaluation Criteria

The OFIFC has established an Evaluation Committee (EC) for evaluation of the submitted proposals. The EC will review and evaluate all proposals submitted using a two-envelope system. The Technical Proposal is provided in Envelope #1 and all Pricing Information and Fees must be provided in Envelope #2. The second envelope will only be opened if the first envelope shows the Bidder to be qualified by meeting the established benchmark score of 70 points.

The EC will review all technical proposals and assign a score out of 100 points based on the following technical evaluation criteria and weightings as follows:

Company Profile / Experience	20
References	5
Web Application Portfolio	10
Proposed Layout / Functionality / Mock-up	40
Deliverables	25
TOTAL	100

If the Technical Proposal receives a score less than 70 points based on technical evaluation criteria, then the proposal will not be considered further and the sealed envelope containing the Pricing Information and Fees will not be opened. If the Technical Proposal receives a score of 70 points or more based on the technical evaluation criteria, the proposal shall be considered acceptable, and the EC will open the second envelope.

The EC will open the Pricing Envelope #2 for all qualified proposals which are those that have met or exceed the benchmark score. Each submission will be evaluated for price by calculating the Price Per Point formula:

Bidders Total Price divided by the Total Technical Awarded Points.

The proposal with the lowest price per point represents the greatest value and is the preferred bidder. The preferred bidder may not be the lowest bidder.

Short-List and Presentation

It may be necessary to schedule presentations to be made by a short listed group of Bidders. If this is deemed necessary by The Ontario Federation of Indian Friendship Centres, presentations will be tentatively scheduled for the week of November 22nd, 2010. Bidders' presentations will be scheduled for one hour. The Bidder will present for

no longer than thirty minutes, leaving the remaining thirty minutes for a question and answer period.

Requirements at Time of Execution

Subject to an award, the successful bidder is required to submit the following documentation in a form satisfactory to the OFIFC for execution within ten (10) working days after being notified to do so in writing. If the bidder for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the OFIFC shall be at liberty to accept any other, advertise for new bid and/or carry out the work in any way as the OFIFC may, at its sole discretion, deem best.

Insurance Documents

Prior to the execution of the agreement and prior to any work being commenced, the successful bidder shall make the necessary arrangements to have their insurance agent/broker to furnish to the OFIFC, at his/her cost, a CERTIFIED copy of a liability insurance policy covering:

\$2 million - general liability policy

\$2 million - automobile liability policy

Such policy shall contain:

“Cross Liability” clause or endorsement included as an additional insured to the effect that the policy or policies will not be altered cancelled or allowed to lapse without thirty (30) days prior written notice to the OFIFC.

If the successful bidder does not submit a Certificate of Insurance within fifteen (15) days of receiving request for documentation, the award may be cancelled and the OFIFC reserves the right to award to another bidder.

PART III

INSTRUCTIONS TO BIDDERS

Questions

Any questions regarding the scope of work outlined in this request must be directed to:

Nathan Jamieson, Information Systems Analyst
219 Front Street East
Toronto, ON, M5A 1E8
Telephone: 416-956-7575 ext. 299
Fax: 416-956-7577
njamieson@ofifc.org

Questions regarding the procurement process can be directed to:

Meri Saunders, Finance Director
219 Front Street East
Toronto, ON, M5A 1E8
Telephone: 416-956-7575 ext. 254
Fax: 416-956-7577
msaunders@ofifc.org

Submission Requirements

Bidders must submit five (5) copies of the submission with one being marked as the original and others marked as copies. The original submission must contain a completed original Bidders Covenant Form. All pricing information must be submitted in **Envelope #2**. Failure to comply with the mandatory requirements outlined above will result in the automatic rejection of your submission. Submissions meeting the mandatory requirements will continue in the evaluation process.

Submissions should include an index, page numbers and address the following:

Company Profile / Experience:

- Executive Summary: Provide a corporate profile of your company, including an overview of your product offerings.
- Company Experience: Brief history of past projects similar in scope and size as to the requirements outlined within this RFP including demonstrating compliance with the minimum five (5) years experience in developing web database applications.
- Consulting Team: names, qualifications, relevant experience, proposed roles and responsibilities of team members.

References:

- Company References: Submissions must contain a company profile and three (3) references with contact information for which you have provided similar services as outlined in this RFP within the last two (2) years.

Web Applications Developed for References:

- If possible submissions should contain the relevant URLs for the references listed above and include a full description of the scope of work provided, functionality requested and delivered. Bidders are encouraged to provide any new or innovative modifications that were made on the URLs.

Proposed Layout / Functionality / Mock-up:

- Bidders shall complete a proposed layout / functionality / mock-up as outlined below to illustrate the design.
 - Initial landing page after a successful login for four (4) access groups.
- Bidders shall provide an anticipated development description that will make the OFIFC's web database application superior in design, functionality, ease of use, etc.

Deliverables:

- Deliverables: Several deliverable requirements have been outlined within the Objectives section (web application specifications). Bidders shall address all requirements indicating compliance and/or deviations from the requirements. Deviations require thorough explanation providing reasoning and/or purpose for deviations inclusive of new and innovative concepts that will enhance the OFIFC's web database application.
- Time Schedule: Bidders shall provide a Gantt or Bar Chart demonstrating tasks and milestones of the work schedule in consideration of the timelines outlined within the RFP for each key team member. This shall be inclusive of documenting necessary meetings and/or approvals required by the OFIFC.
- Resource Requirements: outline any resources you require or expect to be provided by the OFIFC inclusive of materials, equipment and staff time.
- Bidders shall outline their proposed payment schedule for invoices.

Submissions must be clearly identified as to the RFP name, number and bidders name.
Sealed submissions to be submitted to:

Executive Director/designate
Ontario Federation of Indian Friendship Centres
219 Front Street East.
Toronto, ON M5A 1E8
before 4:00:00 p.m. on Friday, November 19th, 2010.

The OFIFC will not accept electronic or faxed copies of the bid submission.

Bid Opening

Due to the complicated nature of this RFP, bid prices will not be read out at time of opening. Only the bidders name and receipt of documents will be acknowledged.

PART IV – MANDATORY REQUIREMENT

Bidders Covenant

I/we the undersigned authorized signing officer of the bidder, hereby declare that no person, firm or corporation other than the one represented by the signature below, has any interest in this submission.

I/we further declare that all statements, schedules and other information provided in this submission are true, complete and accurate in all respects to the best knowledge and belief of the bidder.

I/we further declare that this submission is made without collusion, connection, knowledge, or comparison of figures or arrangement with any other company, firm or persons making a submission and is in all respects fair. I/we understand that this may result in the rejection of our submission if this declaration is found to be untrue.

I/we have received, allowed for and included as part of our submission all issued Addenda.

COMPANY NAME: _____

STREET ADDRESS: _____

CITY: _____ PROV: _____ POSTAL CODE: _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS: _____

AUTHORIZED INDIVIDUAL: _____
Print Name

SIGNATURE OF PERSON NAMED ABOVE: _____

NAME OF REPRESENTATIVE SUBMITTING BID: _____
Print Name

DATE: _____

**MANDATORY REQUIREMENT - THIS PAGE MUST
BE SUBMITTED IN ENVELOPE #2 AS PROVIDED****Pricing Submission**

Pricing must be submitted for evaluation as follows:

PROJECT	PRICE
Development of Web Database Application	\$
Applicable taxes (HST)	\$
TOTAL	\$

NON-DISCLOSURE AGREEMENT

PARTIES: Ontario Federation of Indian Friendship Centres (the "OFIFC")
219 Front Street East
Toronto, Ontario M5A 1E8

Company / organization / individual name ('Recipient')
Company / organization address

DATE: Date ('Effective Date')

In consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Parties), the Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

Confidential Information means any information disclosed by the OFIFC to the Recipient relating directly or indirectly to Project, file # which is identified by the OFIFC, either orally or in writing, as confidential, either at the time of disclosure or, if disclosed orally, confirmed in writing within thirty (30) days following the original disclosure.

2. EXCEPTIONS TO CONFIDENTIAL INFORMATION

This Agreement does not apply to information that:

- i. was available to the public at the time of disclosure, or subsequently became available to the public without fault of the Recipient;
- ii. was known to the Recipient at the time of disclosure or was independently developed by the Recipient, provided there is adequate documentation to confirm such prior knowledge or independent development;
- iii. was received by the Recipient from a third party and the Recipient was not aware that the third party had a duty of confidentiality to the OFIFC in respect of the information;
- iv. is used or disclosed by the Recipient with the OFIFC's prior written approval; or
- v. is required to be disclosed by law, provided that the Recipient gives the OFIFC sufficient prior written notice of any such disclosure to allow the OFIFC to contest the disclosure. Any action taken by the OFIFC to contest the disclosure must not compromise the obligations of the Recipient under the order to disclose or cause the Recipient to be subject to any fine, penalty or prosecution.

3. DESIGNATED REPRESENTATIVES

Each party designates a representative for coordinating receipt, release and delivery of Confidential Information, which for the OFIFC will be OFIFC representative and for the Recipient: Name of designated representative, or another individual(s) as the party may designate in writing to the other party.

4. USE OF CONFIDENTIAL INFORMATION

The Recipient may only use the Confidential Information for the purpose of type of purpose ('Permitted Purpose'). The Recipient must not use the Confidential Information for any other purpose without the prior written approval of the OFIFC.

5. NON-DISCLOSURE

The Recipient must keep the Confidential Information in confidence. The Recipient may only disclose the Confidential Information to its employees, directors and officers who have a need-to-know the Confidential Information for the Permitted Purpose, provided that they are advised of the confidential nature of the Confidential Information and are under an obligation to maintain its confidentiality. The Recipient must not otherwise disclose Confidential Information to any person or third party without the prior written approval of the OFIFC.

6. STANDARD OF CARE

The Recipient must use at least the same standard of care in protecting the confidentiality of the Confidential Information as it uses in protecting its own information of a similar nature and, in any event, no less than a reasonable standard of care. The Recipient must notify the OFIFC promptly upon discovery that any Confidential Information has been accessed or otherwise acquired by or disclosed to an unauthorized person.

7. RETURN OF CONFIDENTIAL INFORMATION

If requested in writing by the OFIFC, the Recipient must cease using, return to the OFIFC and/or destroy all Confidential Information and any copies of Confidential Information in its possession or control.

8. NO LICENCE OR OTHER RIGHTS

All Confidential Information remains the property of OFIFC and no licence or any other rights to the Confidential Information is granted to the Recipient under this Agreement. This Agreement does not obligate the OFIFC to make any disclosure of Confidential Information to the Recipient or require the parties to enter into any business relationship or further agreement. However, it is the understanding of the parties that should the discussions contemplated by this Non-Disclosure Agreement be successful, that a second written agreement would then be negotiated, as appropriate, taking into account the needs and requirement of each.

9. LIMITED WARRANTY & LIABILITY

The OFIFC warrants that it has the right to disclose the Confidential Information to the Recipient. The OFIFC makes no other warranties in respect of the Confidential Information and provides all information "AS IS" without any express or implied warranty of any kind, including any warranty as to merchantability, fitness for a particular purpose, accuracy, completeness or violation of third party intellectual property rights. Neither party will be liable for any special, incidental or consequential damages of any kind whatsoever resulting from the disclosure, use or receipt of the Confidential Information.

10. TERM

This Agreement and the Recipient's obligation to keep Confidential Information confidential never expires, unless the parties agree otherwise by written agreement.

11. GENERAL PROVISIONS

- 11.1 **Notices** - All notices given under this Agreement must be in writing and delivered by courier or registered mail, return receipt requested, or facsimile, to the address of the party set out on page one of this Agreement. All notices to the OFIFC must be addressed to **title / contact name for position** and all notices to the Recipient must be addressed to **title/contact name for position**. Notices will be deemed to have been received on the date of delivery, if delivered by courier, on the fifth business day following receipt, if delivered by registered mail or on the first business day following the electronic confirmation of the successful transmission of the facsimile, if sent by facsimile.

- 11.2 **Remedies** – The Recipient agrees that damages may not be an adequate remedy for any breach or threatened breach of the Recipient's obligations under this Agreement. Accordingly, in addition to any and all other available remedies, the OFIFC will be entitled to seek a temporary or permanent injunction or any other form of equitable relief to enforce the obligations contained in this Agreement. The Recipient is responsible for all legal fees and other costs whatsoever incurred by the OFIFC in any action, suit or other proceeding the OFIFC may commence to enforce this Agreement.
- 11.3 **No waiver** – Failure of a party to enforce its rights on one occasion will not result in a waiver of those rights on any other occasion.
- 11.4 **Assignment** - Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 11.5 **Regulatory compliance** – Each party must comply with all applicable laws, regulations and rules in its jurisdiction, including but not limited to those relating to the export of information and data.
- 11.6 **Entire Agreement** – This Agreement represents the entire agreement between the parties with regard to the Confidential Information and supersedes any previous understandings, commitments or agreements, whether written or oral. No amendment or modification of this Agreement will be effective unless made in writing and signed by authorized representatives of both parties.
- 11.7 **Severability** – If any provision of this Agreement is wholly or partially unenforceable for any reason, all other provisions will continue in full force and effect.
- 11.8 **Binding Effect** - This Agreement is binding upon and will ensure to the benefits of the parties and their respective successors, directors, officers, agents and permitted assigns.
- 11.9 **Execution** - This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. If delivered by facsimile, the party must also send promptly and without delay an executed original by courier to the other party. This Agreement may also be created as an electronic document and executed by electronic signature.
- 11.10 **Governing Law** - This Agreement will be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada and the parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

The parties have duly executed this Agreement by their duly authorized representatives as of the Effective Date.

**Ontario Federation of Indian
Friendship Centres**

Recipient

Name of signatory
Title

Name of signatory
Title

Date

Date