

Standard Non-Public Property Contract for Services

insert contract number

These Articles of Agreement are made as of the **insert day** of **insert month**, **insert year**

between

His Majesty the King in Right of Canada, as represented by the **insert Chief of the Defence Staff or Base/Wing/Unit Commander** in his/her/their Non-Public Property capacity through

**Insert Canadian Forces Morale and Welfare Services or
Canadian Forces Base/Wing/Unit name as appropriate**

(referred to in the Contract as “**NPP**”)

and

**Insert name
Title and legal status
Full current mailing address
Full current mailing address**

(referred to in the Contract as the “**Contractor**”)

NPP and the Contractor agree as follows:

1. Contract

1.1 The following documents and any amendments relating thereto form the Contract between NPP and the Contractor:

- (i) these Articles of Agreement;
- (ii) Annex "B" entitled "[General Conditions Standard V. Mar 24;](#)
- (iii) the Statement of Work at Annex “A” ; and,
- (iv) add more, if necessary. **(Remove this line if not needed.)**

1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

2. Compliance with Applicable Laws

This Contract shall be governed by and construed in accordance with the laws in force in the province/territory of **insert province/territory name**.

3. Security – Unclassified

This requirement is Unclassified and no classified information is involved.

4. Date of Completion of Work and Description of Work

- 4.1 The Contractor shall, between **insert day** of **insert month**, **insert year** and **insert day** of **insert month**, **insert year**, perform and complete with care, skill, diligence and efficiency the Work that is described in the Statement of Work at Annex A.

(Remove the below clauses if not applicable.)

- 4.2 The Contractor grants to NPP the irrevocable option to extend the term of the Contract by up to **Insert number** additional **Insert number** year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Method of Payment.

- 4.3 NPP may exercise this option at any time by sending a written notice to the Contractor at least **insert number - not less than 30** calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Contractor's Duties and Obligations

The Contractor will provide the specified services to NPP in a diligent, efficient, and professional manner. In providing the services, the Contractor understands and agrees to:

- (i) comply with all rules and regulations governing the use of both Non-Public property and DND property, facilities and equipment;
- (ii) comply with all rules, regulations, and signs dealing with access to NPP and all facilities included thereon;
- (iii) comply with all rules and regulations applicable to the contract;
- (iv) be solely responsible for the payment of any and all taxes and other statutory deductions or payments applicable; and
- (v) deal with the public in a friendly, courteous and professional manner.

6. Security Requirements

- 6.1 The Contractor understands and agrees to have all its employees and/or subcontractors and agents, assigned to the Contract able to obtain and maintain for the duration of their assignment as part of the Contract, a valid reliability check or security clearance appropriate to the level required by NPP. The Contractor must provide proof of the valid reliability check or security clearances to NPP.

- 6.2 The Contractor understands and agrees to be solely responsible for the acquisition, renewal and payment of the required reliability check or security clearances.

OR

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6.3 No security requirements apply to this Contract.

7. Contract Amount

7.1 Subject to the terms and conditions of this Contract, and in consideration for the performance of the work, NPP shall pay to the Contractor:

7.2 A sum not to exceed **insert amount per annual year/contract term/applicable period**, plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST), for a period of **xx days/months/year(s)/terms** for a total of **insert amount** pursuant to this Contract. **(delete the highlighted portion if not applicable.)**

7.3 No increase in the total liability of NPP or in the price of the Work resulting from any design changes, modifications or interpretations of the specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of NPP to be exceeded without the prior written approval of the Contracting Authority. The Contractor shall notify the Contracting Authority in writing as to the adequacy of this sum when:

(i) it is 75 percent committed, or

(ii) the Contractor considers that the funds provided are inadequate for the completion of the Work,

whichever comes first.

7.4 In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase NPP's liability.

8. Method of Payment

8.1 Payment by NPP to the Contractor for the Work shall be made within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract.

OR

8.2 NPP will pay the Contractor in accordance with the payment provisions of the Contract if:

(i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

(ii) all such documents have been verified by NPP; and

(iii) the Work delivered has been accepted by NPP.

8.3 Payment by NPP to the Contractor for the Work shall be made:

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Advance Payment/Deposit **(select applicable)** – on **INSERT DATE (delete if not applicable)** in the amount of **insert deposit amount** plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST).

Payment I - upon satisfactory completion and delivery of the requirements set out in Annex A to this Contract in the amount of **insert final amount** plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST) within thirty (30) days following the date on which an invoice is received.

Final - upon satisfactory completion and delivery of the requirements set out in Annex A to this Contract in the amount of **insert final amount** plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST) within thirty (30) days following the date on which an invoice is received.

Delete “Payment I” if not required.

Invoices are to be submitted to:

Attention: **insert name**
Address: **insert address**
insert address
insert address
insert address
Tel: **insert phone number**
Email: **insert email**

If a different method of payment is needed, please contact the NPP Procurement and Contracts Officer, Jasmina Fazlic. Delete this para before finalizing the contract

9. Time Verification

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six years after it receives the final payment under the Contract.

10. Status of the Contractor

This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the Contract as an employee, servant or agent of NPP. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, employment Insurance, Workers' Compensation, or Income Tax.

11. NPP Representative

The Technical Authority named below is the representative of NPP for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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Technical Authority:

Title: **insert title**
Name **insert name**
Tel: **insert phone number**
Email: **insert email**

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority

Contracting Authority:

Title: **insert title**
Name **insert name**
Tel: **insert phone number**
Email: **insert email**

12. Contractor Representative

Title: **insert title**
Name **insert name**
Tel: **insert phone number**
Email: **insert email**

13. Insurance Requirements

- 13.1 The Contractor shall provide, at the Contractor sole cost and expense, proof, satisfactory to NPP the following property and liability insurance:
- (i) Comprehensive general liability insurance covering liability for personal injury, bodily injury, death and/or damage to the Property of others; and,
 - (ii) Comprehensive insurance covering for loss or damage to the property of NPP.
- 13.2 The insurance purchased by the Contractor shall:
- (i) Have limits of not less than two million dollars (\$2,000,000.00) in respect of any one (1) accident or occurrence; and,
 - (ii) Name the Contractor and His Majesty the King in right of Canada as represented by Chief of Defence Staff in his Non-Public Property capacity as an Additional Insured as its interest may appear.
- 13.3 Failure to provide proof of insurance as set out in 13.1 will constitute an event of default under the Contract. The insurance requirements do not release the Contractor from or reduce its liability under the Contract.

(If the removal of Insurance Requirements was approved in accordance with the NPP Contracting Policy, delete 13.1-13.3 and use only 13.4.

**If the Insurance Requirement is required, keep paras 13.1-13.3 and delete 13.4.
Delete this instruction before finalizing the Contract.)**

- 13.4 The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

14. Personnel, Replacement of Personnel, Location of Work

The Contractor shall provide the services of the persons named in the proposal and/or in the Statement of Work (unless the Contractor is unable to do so for reasons beyond the Contractor's control), together with any additional persons necessary to perform the Work and provide the services required under this Contract. Should the Contractor, at any time, be unable to provide the services of the named persons, the Contractor shall be responsible for providing replacements with at least the same level of skill and experience. In such cases the Contractor shall notify the NPP representative in writing and provide: (a) the reason for the removal of the named person from the project; (b) the name of the proposed replacement; (c) an outline of the skills and experience of the proposed replacement; and (d) an accepted security clearance certificate, if applicable. To the extent practicable, the notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence work. Such replacements shall be subject to the written approval of NPP. NPP may order the removal of any personnel (whether or not named in the proposal or the Statement of Work) on reasonable grounds, and the Contractor shall immediately remove the person from the work and shall, in accordance with this section, secure a replacement. Subject to the foregoing, the Contractor is required to perform the work and provide the services in accordance with the terms of this Contract.

15. Assignment and Novation

- 15.1 NPP may at any time assign or subcontract its rights and obligations under the Contract, in whole or in part. In the event of any assignment or subcontract by NPP, NPP shall notify the Contractor and Contractor shall, where applicable, cooperate to facilitate such assignment or subcontract, at no additional charge to NPP or assignee/subcontractor. Any assignment by NPP of NPP's rights or obligations under the Contract shall include the novation of assignee as a party to the Contract.
- 15.2 The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee or any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.
- 15.3 The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
- 15.4 Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon NPP.

16. Intellectual Property

- 16.1 All Intellectual Property Rights in the Foreground Information belong to NPP as soon as they come into existence. The Contractor shall provide a detailed record in writing of the Foreground

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Information and Background Information.

- 16.2 The Contractor shall incorporate the copyright symbol and one of the following notices, as appropriate into all Foreground Information that is subject to copyright regardless of the form or medium upon which it is recorded: © His Majesty the King in right of Canada, as represented by the CDS in her Non-Public Property capacity (year) or © Sa Majesté le Roi du chef du Canada, telle que représentée par le CEMD en sa qualité de responsable des Biens non publics (année).
- 16.3 The Contractor shall, whenever requested by NPP, execute any documents relating to the Intellectual Property rights in the Foreground Information as NPP may require including documents in a prescribed form acknowledging NPP's ownership of the Foreground Information.
- 16.4 Contractor grants to NPP a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that it is incorporated into the Work or necessary for the performance of the Work. The license includes the right to disclose the information to third parties in a procurement process and to sublicense the use of the information by any contractor engaged by NPP solely for the purpose of carrying out any resulting contracts.
- 16.5 The Contractor warrants that the Work, to the best of the Contractor's knowledge, will not infringe the intellectual property rights of any third party. However, if such infringement does arise, the Contractor agrees to indemnify NPP and shall hold NPP harmless against and from any and all intellectual property claims of third parties relating to the Foreground Information or Background Information. Further, the Contractor represents and warrants that it has the right to grant to NPP the license and any other rights to use the Background Information as set out in paragraph 13.4.
- 16.6 If requested by NPP, the Contractor shall provide a written permanent waiver of moral rights, as defined in the Copyright Act, R.S., 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.
- 16.7 Any information supplied by NPP to the Contractor for the performance of the Work remains the property of NPP. The Contractor must use NPP's Information only to perform the Contract. The Contractor must obtain a license from NPP for any other use.
- 16.8 The Contractor shall retain all proprietary rights, including property ownership, intellectual property rights and Copyrights, in and to all Preliminary Works, and NPP shall return to the Contractor all Preliminary Works in its possession within thirty (30) business days of completion of the Work.

17. Canadian Labour and Materials

The Contractor shall use Canadian labour and materials in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

18. Change of Control

Contractor shall notify NPP prior to entering into a subcontract in connection with the work under this Contract, and prior to any merger, amalgamation, transfer of a controlling interest in Contractor or a sale of all or substantially all of Contractor's assets. Contractor shall obtain NPP's prior written consent to any such transaction. Contractor's notice and request for consent shall

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include full particulars regarding the intended transaction, including information regarding whether the subcontractor, successor entity, entity acquiring a controlling interest in Contractor or entity purchasing all or substantially all of Contractor's assets may be subject to the *USA Patriot Act*. In the event that Contractor fails to comply with this notice and consent requirement, NPP shall be entitled to terminate this Contract in accordance with Default by the Contractor – General Conditions Annex B.

19. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by NPP during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, NPP has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

20. Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

21. Dispute Resolution

- 21.1 If a dispute arises, regarding the interpretation and/or implementation of this Agreement, the Contracting Authority and the Contractor shall make every effort to resolve the dispute as soon as possible through consultation and negotiation in good faith and in a spirit of mutual cooperation.
- 21.2 If the dispute is not resolved within five (5) business days, either party may elect to escalate the resolution of such dispute to a senior level contracting authority from each party who will promptly meet and confer in an effort to resolve the dispute. Any mutually agreed decisions of the senior level contracting authorities shall be final and binding on both parties.

(Use paras 21.3 and 21. 4 for contracts valued at more than \$30,000.00 or based on the local decision. Potential mediation cost will be covered by a local budget. Contact your divisional contracting representative for more information. **For contracts valued at less than \$30,000.00 remove the paras 21.3 and 21. 4. Remove this message before finalizing the contract.**)

- 21.3 In the event the senior level contracting authorities are unable to resolve any dispute within thirty (30) business days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by both parties within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold, delay or condition consent to the selection of a mediator. The costs of a mediator shall be shared equally but each party shall pay its own attorney's fees.
- 21.4 All communications and discussions in furtherance of the dispute resolution process shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential settlement negotiations that, with the exception of disclosure permitted to a party's auditors and legal advisors, are not subject to disclosure to any third party by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

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This contract has been executed on behalf of the Contractor and on behalf of His Majesty the King in right of Canada, as represented by the **insert Chief of Defence Staff or Base/Wing/Unit Commander** in his/her/their Non-Public property capacity, by their duly authorized officers.

His Majesty the King in right of Canada, as represented by the **insert Chief of Defence Staff or Base/Wing/Unit Commander** in his/her/their Non-Public Property capacity through
Insert Canadian Forces Morale and Welfare Services or Canadian Forces Base/Wing/Unit name as appropriate

If contractor is a corporation:

insert name of corporation/partnership/sole proprietorship

I have authority to bind the corporation/partnership/proprietorship

per:

Insert name and title of signing officer

per:

Insert name and title of duly authorized signing officer

WITNESS

Name: **Insert witness name**
Address: **insert address**
insert address

His Majesty the King in right of Canada, as represented by the **insert Chief of Defence Staff or Base/Wing/Unit Commander** in his/her/their Non-Public Property capacity through
Insert Canadian Forces Morale and Welfare Services or Canadian Forces Base/Wing/Unit name as appropriate

per:

Insert name and title of signing officer

WITNESS

Name: **Insert witness name**
Address: **insert address**
insert address

OR

If contractor is a private individual:

per:

Insert contractor name
GST/HST #: **Insert number**
Additional Info:

WITNESS

WITNESS

Name: **Insert witness name**
Address: **insert address**
insert address

Name: **Insert witness name**
Address: **insert address**
insert address

1. Objective

The objective identifies the operational requirement and end result of the project.

2. Project Background

The background generally describes the requirement and provides an understanding of the organization's objectives and mandate.

3. Scope of Work

This section should highlight what is included in the scope of the project in broader terms. Describe the operational requirements at a high level. Each requirement identified in this section should be further broken down into a number of deliverables and tasks that will be defined in sections 7 and 8 below.

4. Location of Work

Specify the location details.

5. Period of Performance

Specify the period of performance.

6. Travel

Describe travel requirements.

7. Deliverables

This section identifies the tangible outputs that the Contractor must produce in order to meet its contractual obligations as outlined in 3. Scope of Work. Clearly list the requested schedule for the delivery date of each deliverable. Provide sufficient information so that all parties understand what will constitute completion of a phase or milestone in the work.

Insert deliverables
Insert deliverables
Insert (add lines as necessary)

8. Tasks

This section should provide a precise and systematic description of each individual task to be performed by the Contractor in order to supply the deliverables identified in section 6. above. List the requested schedule for each task or milestone.

Insert Task
Insert Task
Insert Task (add lines as necessary)

9. Acceptance Criteria

The acceptance criteria for each deliverable must be explicitly identified, referencing, where possible, exact specifications.

Specify how the payment schedule will be matched to the measurement of performance throughout the contract.

10. Assumptions and Constraints

Any issues or constraints that may affect the cost, time or performance of a task must be identified in this section.

11. Applicable Standards

Specify any industry standards, if applicable.

12. Contractor Qualifications

Identify certifications and qualifications required by the Contractor in order to perform the work.

13. Applicable Documents

If required.

14. Special Requirements

Security requirements, for example.

15. Reporting

Specify the reporting requirements including frequency. Monitoring the work is critical to ensuring that the project stays on track and that milestones are met, services are provided as required, goods are delivered, or deliverables provided in accordance with the terms. Identifying reporting mechanism that enables such monitoring is very important.

It is recommended that specific format requirements for reports be included as an appendix if it is lengthy and detailed.