
CONTRACT FOR SERVICES

B E T W E E N

[NAME OF RECIPIENT CHARITY]

- and -

[NAME OF ORGANIZATION DELIVERING SERVICES]

CONTRACT FOR SERVICES

BETWEEN

- and -

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CONTRACT FOR SERVICES

THIS AGREEMENT (the “Agreement”) is entered into as of the ___ day of _____

BETWEEN

___ **[INSERT NAME OF RECIPIENT CHARITY]** ___
a charitable corporation incorporated under the laws of **[insert Canada, or Ontario, etc.]**, having its head office in the City of _____,
in the Province of _____, Canada (the “Charity”).

AND

[INSERT NAME OF CONTRACTOR]
a non-profit corporation incorporated under the laws of **[insert Canada, or Ontario, etc.]**. (hereinafter referred to as the “Contractor”).
[NOTE – If the Contractor is not incorporated, delete reference to “non-profit corporation...” and delete “directors, officers, members, volunteers” re the Contractor throughout the Agreement.]

WHEREAS Charity has requested that the Contractor assist in completing certain services required to operate the charitable activities of the Charity;

AND WHEREAS the Charity and the Contractor now wish to enter into an agreement to define the terms of the services to be performed by the Contractor on behalf of the Charity, as well as to provide for the payment for those services as may apply from time to time;

NOW THEREFORE IN CONSIDERATION of the mutual covenants, agreements and indemnities contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION I **BACKGROUND INFORMATION**

I.1 The Charity

- (a) The Charity is an incorporated charitable organization carrying on charitable activities for the following charitable purposes: **[describe the charitable purposes of the Charity]**.
- (b) In furtherance of the charitable purposes of the Charity, it conducts various activities from time to time (the “Projects”), including but not limited to programs to address the mental health and wellness needs of Sixties Scoop Survivors and their families. **[Note to client – amend description as necessary]**

- (c) The Charity is registered with the Canada Revenue Agency as a [charitable organization/public Charity/private Charity], under registered Charitable Business Number _____ [insert charitable business number].

I.2 **The Contractor**

The Contractor is an incorporated organization carrying on activities for the purpose of _____ [insert activities for which the Contractor is incorporated]. OR
The Contractor is an unincorporated organization carrying on activities for the purpose of _____ [insert activities for which the Contractor is organized].

SECTION II **SERVICES AND CONSIDERATION**

2.1 **Services to be Performed by the Contractor**

- (a) The Charity hereby agrees to retain the Contractor, and the Contractor agrees to be retained, to perform the following services for the Charity in order to assist the Charity in achieving its charitable purposes (the “Services”):
- (i) The Charity hereby agrees to retain the Contractor to do such of the following types of Services in _____ [insert geographic region], as are more particularly set out from time to time in a written designation(s) describing the specific Services to be provided by the Contractor to the Charity, from time to time, in accordance with section 2.02:
 - (1) [insert list of specific services e.g. to deliver culturally appropriate counseling services to Sixties Scoop Survivors and their families];
 - (2) [etc.];
 - (ii) to supervise, monitor, oversee, and deliver the Projects conducted by the Charity in _____ [insert geographic region] from time to time as the Charity may more specifically designate in writing from time to time in accordance with Section 2.02;
 - (iii) to receive funds from the Charity from time to time in accordance with Section 2.02 (“Funds”) and to disburse the Funds as directed by the Charity from time to time to carry out the Services and to conduct the Projects;
 - (iv) to ensure that the Funds and other property (including but not limited to lands and buildings, equipment, and other movables) managed by the Contractor on behalf of the Charity or purchased using the Funds provided by the Charity are used for the charitable purposes as designated by the Charity from time to time; and [Note to client – insert if appropriate]

- (v) to provide such ancillary management, administrative, and accounting services as may be required from time to time by the Charity, subject to the approval of the Contractor.
- (b) The Contractor shall provide the Charity on a [monthly/quarterly/semi-annual] _____ basis, or more frequently as may be required by the Charity, as requested in writing from time to time, with a written report detailing the Services provided by the Contractor to the Charity in accordance with this Agreement.
- (c) The Contractor shall keep and maintain adequate books and records in relation to the disbursement of the Funds, including detailed expenditure statements, copies of all receipts and vouchers, where available, and other relevant documentation. The Contractor shall provide the Charity with a summary on a quarterly [OR semi-annual,] basis and upon final disbursement of the Funds of all transactions with respect to the disbursement of the Funds. The Contractor shall provide the Charity with all of the above documentation forthwith upon request of the Charity for audit and verification purposes, with at least 30 days' advance notice.
- (d) The Contractor shall permit a representative of the Charity to enter at all reasonable times any premises used by the Contractor in connection with the use of the Funds for which the Contractor is responsible pursuant to this Agreement in order to inspect and evaluate the Services performed by the Contractor and inspect all records relating to the same, subject to maintaining the requirements of confidentiality, including those of its agents and subcontractors. The Contractor's expenses associated with an inspection and evaluation shall not be recoverable from the Charity.
- (e) The Contractor shall at all times maintain comprehensive/commercial general liability insurance and such other insurance in such amounts that a reasonable prudent person would obtain under the circumstances as may be reasonably determined by the Contractor from time to time, including coverage for abuse of children and other vulnerable persons, and confirming that the Charity, including its directors and officers, are insured thereunder in relation to the Services. Upon request by the Charity from time to time, the Contractor shall deliver certificates of insurance or certified copies of insurance policy(ies) to the Charity.

2.2 Specific Services/Transfers of Funds/Designation

- (a) A written designation in the form attached as Schedule A to this Agreement shall accompany each transfer of funds from the Charity to the Contractor. The written designation shall set out the specific Services to be provided to the Charity by the Contractor pursuant to such designation and manner, parameters, and/or restrictions to apply to the use of the Funds by the Contractor.
- (b) As required by the written designation, the Charity shall make periodic transfers of Funds to the Contractor in order to carry out the Services and to conduct the Projects.
- (c) The written designation issued by the Charity shall only become effective and binding upon written acceptance by the Contractor. Written acceptance transmitted via facsimile, email, or functionally equivalent means will be binding in accordance with section 5.04(k) of this Agreement.

- (d) The Charity specifically reserves the right to unilaterally withhold the transfer of the Funds, or any part thereof, to the Contractor in its sole discretion of the Charity, in the event that the Charity is not fully satisfied that the Contractor is providing the Services in relation to which earlier transfers of Funds made by the Charity, including the timely submission of the required reports.

2.3 **Administrative Fee**

- (a) In consideration for the Services rendered by the Contractor hereunder, the Charity shall pay to the Contractor an administrative fee of up to ten percent (10%) of the Funds in the sum of _____ (\$) per year for the Term of this Agreement (the “Administrative Fee”). The Administrative Fee shall be paid in advance in equal monthly installments on the first day of each month. [*Note to client – This clause is optional. We generally recommend that the Administrative Fee be no more than 10% of the Funds disbursed.*]
- (b) The Contractor shall be reimbursed from time to time for all out-of-pocket expenses, including travel costs, actually and properly incurred by the Contractor in connection with providing the Services hereunder. The Contractor shall furnish statements and vouchers to the Charity for all such expenses. [*NOTE – This clause is optional, use only if applicable*]

2.4 **No Delegation of Services**

- (a) The Contractor covenants and agrees with the Charity that it shall not delegate the performance of the Services to anyone without the prior written consent of the Charity.

2.5 **Operational Standards**

- (a) The Contractor shall follow “best practice” standards as may be defined by the Charity from time to time in carrying out the Services. The Charity shall provide the Contractor with details of such standards prior to the commencement of the Services and shall promptly advise the Contractor in the event of changes to such standards. The Charity shall assist the Contractor, where possible, to implement a procedure to comply with these standards.

2.6 **Contractual Commitments with Third Parties**

- (a) The Charity shall not be held liable for any contractual commitments entered into by the Contractor with any third party for the performance of the Services.

2.7 **Organization and Authorization**

The Contractor hereby represents and warrants to the Charity as follows and acknowledges that the Charity is relying on such representations and warranties in connection with entering into this Agreement with the Contractor:

- (a) **Contractor** - The Contractor is a corporation validly existing under the laws of _____, The Contractor has the corporate power and authority to enter into and perform its obligations under this Agreement, to act as an independent contractor to perform the Services, and _____.

_____, _____, _____(insert date)
(b) Authorization - This Agreement has been duly authorized, executed, and delivered by the Contractor and is a legal, valid, and binding obligation of the Contractor, enforceable against the Contractor by the Charity in accordance with its terms.

[Note to client – delete 2.07 if the Contractor is unincorporated or an individual].

SECTION III **TERM AND TERMINATION**

3.1 Term

This Agreement shall remain in full force and effect from _____, _____ to _____, _____, unless sooner terminated in accordance with the provisions of this Agreement. The term and any renewal or extension thereof shall be referred to as the “Term” in this Agreement.

3.2 Termination

- (a) This Agreement shall terminate upon the expiry of the Term.
- (b) This Agreement may be terminated by either party without cause by giving not less than [thirty (30)/sixty (60)/ninety (90)] days’ written notice to the other party.
- (c) Where the Contractor is in default in carrying out any of its obligations under this Agreement, the Charity may, in addition to any remedies otherwise available, and upon giving written notice to the Contractor, terminate this Agreement for default, in whole or in part, either immediately or at the expiration of a cure period specified in the notice if the Contractor has not cured the default to the reasonable satisfaction of the Charity within the cure period.
- (d) Where the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument passed for the winding up of the Contractor, the Charity may, to the extent permitted by the law of Canada, immediately terminate for default this Agreement after providing a written notice to the Contractor.

3.3 Consequences of Termination

- a) In the event this Agreement is terminated the Contractor shall forthwith:
 - (i) return to the Charity all funds and property entrusted to it that have not been expended or utilized in accordance with the terms of this Agreement;
 - (ii) return to the Charity all funds and property entrusted to it that have been used for purposes or in a manner other than those described in this Agreement;
 - (iii) provide a full written statement of account of its dealings with the Fund since the date of the last written report;

- _____, _____(insert date)
- (iv) return all property or documentation that is the property of the Charity;
 - b) return or permanently destroy all Confidential Information (as hereinafter defined) in its possession or control in accordance with section 4.01 of this Agreement; and
 - c) permanently, irreversibly, and securely destroy all Personal Information (as hereinafter defined) in its possession or control in accordance with section 4.02 of this Agreement.

SECTION IV

CONFIDENTIALITY, PRIVACY, ANTI-TERRORISM

4.1 Confidential Information

- (a) “Confidential Information” means any and all information, whether in verbal, written, electronic or any other form, relating to any and all aspects of the activities of either party, disclosed or made available by one party (the “Disclosing Party”) to the other party (the “Recipient”) or to which the Recipient gains access in the course of providing the Services that, if disclosed in writing, is marked “confidential” at the time of disclosure, or, if disclosed orally, is identified as “confidential” at the time of disclosure, or that ought reasonably to be understood as confidential.
- (b) Confidential Information shall not include any information that, through no act or failure to act on the part of the Recipient, is or becomes generally known or available to the public without breach of this Agreement or is agreed to by the parties in writing.
- (c) All Confidential Information constitutes the sole and exclusive property and the Confidential Information of the Disclosing Party. The Recipient shall not use Confidential Information or permit others to use Confidential Information for any purposes other than in connection with performing or assisting in the performance of its obligations pursuant to this Agreement.
- (d) The Recipient shall take all steps reasonably necessary to prevent the unauthorized disclosure or use of any Confidential Information, including, without limitation, all steps that the Recipient takes to protect its own confidential or proprietary information.
- (e) The Recipient shall not disclose or use Confidential Information, or permit others to do so, at any time during or after the Term of this Agreement without the prior written consent of the Disclosing Party.
- (f) The Recipient shall be responsible for any breach of this Agreement by any of its directors, officers, employees, agents, contractors, or volunteers (“Representatives”).
- (g) At any time upon the request of the Disclosing Party the Recipient will return forthwith to the Disclosing Party or certify in writing that it has destroyed all Confidential Information in its possession or under its control at that time.
- (h) The obligations set out in this Section 4.01 shall survive and continue in full force and effect

_____, _____ (insert date)
for an indefinite period after the termination or expiration of this Agreement.

4.2 **Protection of Personal Information**

- (a) For the purposes of this Agreement, “Personal Information” means any information that relates to an individual person and identifies or can be used to identify, locate or contact that individual and “Process/Processing” means any activity that involves the use of Personal Information or that applicable privacy laws may include in the definition including, without limitation, collecting, accessing, using, analyzing, disclosing, retaining, storing, erasing or destroying Personal Information or transferring it to third parties.
- (b) The Contractor acknowledges and agrees that in the course of providing the Services to the Charity it will Process Personal Information. The Contractor covenants and agrees that it shall comply with the terms and conditions set forth in this Agreement in its Processing of Personal Information.
- (c) The Contractor covenants and agrees that it shall, at all times, implement appropriate administrative, technological, and physical safeguards that are no less rigorous than accepted industry standards for information security, to protect Personal Information against unauthorized or unlawful Processing and against accidental loss, destruction, corruption or damage.
- (d) The Contractor covenants and agrees that it shall Process Personal Information solely and exclusively for the purposes for which the Personal Information is provided pursuant to the terms and conditions of this Agreement and that it shall not, without the Charity's prior written consent, Process Personal Information for the Contractor's own purposes or for the benefit of any person other than the Charity.
- (e) The Contractor covenants and agrees that it will not disclose Personal Information to any third party unless the Charity specifically authorizes the disclosure in accordance with applicable privacy laws or if such disclosure is otherwise required by law, in which case the Contractor shall use best efforts to notify the Charity before or as soon as reasonably possible after such disclosure.
- (f) The Contractor covenants and agrees that it shall require all of its personnel to sign written confidentiality agreements with the Contractor pursuant to which they agree to comply with the privacy and data protection requirements set out in this Agreement.
- (g) The Contractor shall notify the Charity within twenty-four (24) hours after it becomes aware of the loss of or unauthorized access to or disclosure or acquisition of Personal Information.
- (h) The Contractor shall not authorize any third party or subcontractor to Process Personal Information.
- (i) At any time during the Term at the Charity's request or upon the expiration or termination of this Agreement, the Contractor shall promptly permanently, irreversibly and securely destroy all Personal Information in its possession or control or, if directed in writing by the Charity, return and not retain, all Personal Information in its possession or control. If applicable, the Contractor will certify in writing that it has destroyed the Personal Information in accordance

with this section.

- (j) The parties acknowledge that the obligations set out in this section 4.02 shall survive and continue in full force and effect for an indefinite period after the termination or expiration of this Agreement.

4.3 **Compliance with Anti-Terrorism Legislation**

- (a) The Contractor acknowledges the Charity's obligations pursuant to Canadian legislation, regulations, and guidelines in place from time to time concerning anti-terrorism ("Anti-terrorism Legislation"), which include prohibitions on the use or disbursement of charitable property to support or facilitate terrorism, terrorist activity, terrorist groups or money laundering. The Contractor further acknowledges its own obligations pursuant to anti-terrorism legislation in place from time to time in all jurisdictions that the Contractor operates. The Funds received from the Charity shall be used in compliance with the Anti-terrorism Legislation and any anti-terrorism policy that the Charity may have in effect from time to time.

SECTION V GENERAL PROVISIONS

5.1 **No Liability**

- (a) The Charity shall not be liable for any injury, death, damage or loss of property arising from the Contractor's performance of its obligations under this Agreement, save and except in the event such injury, death, damage or loss of property has been caused by the negligence or willful misconduct of the Charity, its employees, agents, volunteers, members, officers or directors.

5.2 **Indemnification**

- (a) The Contractor shall defend, indemnify and hold harmless the Charity and its Representatives from and against all losses, damages, claims, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees, which the Charity may suffer or incur as a result of any act or omission on the part of the Contractor or its Representatives, through negligence or otherwise, arising out of or related to this Agreement including, without limitation, any failure by the Contractor or its Representatives to comply with any of the obligations relating to Confidential Information or Personal Information set out in this Agreement.
- (b) The parties acknowledge that the obligations set out in this section shall survive and continue in full force and effect for an indefinite period after the termination or expiration of this Agreement.

5.3 **Notice**

- (a) All notices and other communications (collectively called "Notices") to be given by one party

_____, _____(insert date)
to the other party shall be given in writing by personal delivery or by registered mail, postage prepaid, by facsimile transmission, e-mail or functionally equivalent electronic means of transmission as follows:

In the case of the Charity:

Attention: _____
Email: _____
Fax: _____

In the case of the Contractor:

Attention: _____
Email: _____
Fax: _____

or at such subsequent address given by such person to the other party in writing from time to time. All such Notices shall be deemed to have been received when delivered or transmitted, or one week after mailing if sent by mail.

5.4 Miscellaneous

- (a) This Agreement shall be construed, interpreted, and enforced in accordance with and governed by the Laws of the Province/Territory of _____ and the federal Laws of Canada applicable therein. This Agreement shall be governed by and construed in accordance with the laws of the Province/Territory of _____ and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Province/Territory of _____.
- (b) No offer, gift, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice in Canada or in any jurisdiction in which this Agreement is to be performed, has been or will be made to anyone, either directly or indirectly, as an inducement, advantage or reward for the award or execution of this Agreement or in the performance of any of the terms of this Agreement. Any such practice will be grounds for immediate termination of this Agreement or taking any other corrective action as may be required as determined in the sole opinion of the Charity.
- (c) This Agreement shall be binding upon and ensure to the benefit of the parties, and their successors and assigns. Neither party may assign its rights under this Agreement without the prior written consent of the other party.
- (d) Time shall be of the essence with respect to all time limits mentioned in this Agreement, and no extension or variation of this Agreement shall operate as a waiver of this provision.
- (e) This Agreement constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements (except as specifically provided for in this Agreement), understandings, negotiations, and discussions whether oral or written of the parties. Any schedules attached to this Agreement form part of this Agreement. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated in this Agreement. No amendment to

_____, _____(insert date)
this Agreement shall be effective unless it is in writing and signed by both parties.

- (f) Any provision of this Agreement that is invalid or unenforceable shall not affect any other provision and shall be deemed to be severable.
- (g) Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing or hindered in its performance of any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, lockouts, unavailability, shortages or delays in delivery of material or equipment, acts of God, or any statute, regulation or rule of the federal, any state or local government, or any agency thereof, now or hereafter in force.
- (h) Each of the parties does not make and has not made or given any warranties, representations or covenants to the Contractor respecting the subject matter of this Agreement, save and except as expressly stated in this Agreement.
- (i) All provisions of this Agreement that, by their own terms take effect upon the termination of this Agreement or by their nature survive termination, shall survive the termination or expiration of this Agreement.
- (j) This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.
- (k) This Agreement may be executed by electronic signature and each party's electronic signature shall be considered an original. The parties acknowledge that their electronic signatures shall be binding and shall have the same legal force and effect as a handwritten signature. Delivery of this Agreement by facsimile, email, or other means of electronic transmission constitutes valid and effective delivery.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above mentioned.

INSERT NAME OF CHARITY

INSERT NAME OF CONTRACTOR

Per:

Per:

Name:

Name:

Title:

Title:

Per:

Per:

Name:

Name:

Title:

Title:

We have authority to bind the corporation

We have authority to bind the corporation

[IF THE CONTRACTOR IS AN UNINCORPORATED ASSOCIATION OR AN INDIVIDUAL, THEY SIGN IN THIS FORMAT AND IT MUST BE WITNESSED.]

Signed by the Contractor this ___ day of _____, _____

SIGNED, SEALED AND)

DELIVERED)

In the presence of)

_____)

Name, Address and Occupation of)

per: _____

Name:

Witness

Position:

Sample

SCHEDULE "A"

TEMPLATE PROJECT DESIGNATION

Dated _____, ____

Pursuant to the Contract for Services dated _____, 20__ (the "Agreement") between

(the "Charity")

and

(the "Contractor")

1. In accordance with Section 2.02 of the Agreement, the Foundation hereby directs the Contractor to perform the following Services for the period from __, 20__ to __, 20__:

[provide detailed description of the Services to be carried out by the Contractor, including objectives, guidelines, expected date that services are to be carried out, etc.]

- (a)
- (b)

2. The Funds in the amount of _____ CAD are to be provided to the Contractor for the performance of the above-noted Services to be disbursed as follows:

<p>Program costs:</p>

3. The above amounts shall be paid by the Charity to the Contractor in instalments as follows:
 - (a)
 - (b)

[Signatures on next page]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above mentioned.

INSERT NAME OF CHARITY

INSERT NAME OF CONTRACTOR

Per:

Per:

Name
:
Title:

Name:
Title:

Per:

Per:

Name:
Title:

Name:
Title:

We have the authority to bind the corporation.

We have the authority to bind the corporation.

[IF THE CONTRACTOR IS AN UNINCORPORATED ASSOCIATION OR AN INDIVIDUAL, THEY SIGN IN THIS FORMAT AND IT MUST BE WITNESSED.]

Signed by the Contractor this ___ day of _____, _____

SIGNED, SEALED AND)
DELIVERED)
In the presence of)

Name, Address and Occupation of
Witness

per: _____
Name:
Position: