

**AN AGREEMENT FOR SERVICES INSERT NATURE OF SERVICES TO BE PROVIDED.**

**BETWEEN:**

**THE GOVERNMENT OF MANITOBA**

represented by the Minister of Families  
(called "**Manitoba**"),

- and -

**TYPE SERVICE PROVIDER NAME(S) HERE**  
**TYPE SERVICE PROVIDER ADDRESS AND POSTAL CODE HERE**

(called the "**Service Provider**"),

**Manitoba and the Service Provider agree as follows:**

**SECTION 1 - TERM OF AGREEMENT**

1. This Agreement comes into effect on **TYPE START DATE HERE** and shall continue until **TYPE END DATE HERE** unless terminated before that date in accordance with this Agreement.

**SECTION 2 - SERVICES TO BE PROVIDED**

- 2(1) Manitoba agrees to retain the Service Provider to provide the services outlined in the attached Schedule "A" (called the "Services") and the Service Provider agrees to provide the Services on the terms and conditions set out in this Agreement.
- 2(2) Schedule "A" forms part of this Agreement.
- 2(3) Manitoba and the Service Provider agree that any work performed by the Service Provider outside the scope of Schedule "A" without the prior written approval of Manitoba shall be deemed to be gratuitous on the Service Provider's part, and Manitoba has no liability with respect to such work.
- 2(4) The Service Provider, when applicable, shall provide written progress reports, satisfactory in form and content to Manitoba, with respect to the provision of the Services as outlined in Schedule "A".

**SECTION 3 - PERFORMANCE OF THE SERVICE PROVIDER'S OBLIGATIONS**

- 3(1) The Service Provider represents and warrants that:
  - (a) the Service Provider possesses the necessary skills, expertise and experience to perform the Services in accordance with the provisions of this Agreement; and
  - (b) the Service Provider understands Manitoba's requirements under this Agreement and will be able to satisfy these requirements.

- 3(2) The Service Provider agrees:
- (a) that the Services shall be provided by the Service Provider, unless Manitoba agrees otherwise in writing;
  - (b) that the person or persons designated under clause (a) shall devote the time, attention, abilities and expertise necessary to properly perform the Service Provider's obligations under this Agreement;
  - (c) to perform all obligations and provide the Services in a professional manner satisfactory to Manitoba; and
  - (d) to comply with all reasonable directions and requests of Manitoba.

#### **SECTION 4 – SERVICE PROVIDER'S FEES**

- 4(1) Subject to the following subsections, in consideration of Services performed to the satisfaction of Manitoba, Manitoba shall pay the Service Provider the fee(s) as outlined in Schedule "A".
- 4(2) The Service Provider shall provide invoices to Manitoba as follows:

**MANITOBA DEPARTMENT OF FAMILIES**  
**TYPE REGION NAME HERE**  
**TYPE ADDRESS AND PCODE HERE**  
**PHONE: (204) TYPE PHONE NUMBER HERE**

- 4(3) All invoices shall be in writing and satisfactory to Manitoba in both form and content. The Service Provider shall also provide to Manitoba such supporting documents, vouchers, statements and receipts as may be requested by Manitoba.
- 4(4) Manitoba shall endeavour to pay the Service Provider any fees due within 30 days after the receipt and approval of an invoice and supporting materials requested under subsections (3).
- 4(5) Notwithstanding any other provision of this Agreement, if the amount of the financial contribution paid by Manitoba during the term of this Agreement is more than the amount spent by the Service Provider on the Services, the unspent amount will be returned to Manitoba at the end of the fiscal year (no later than April 5th).

#### **SECTION 5 - REIMBURSEMENT OF SERVICE PROVIDER'S EXPENSES**

- 5(1) Manitoba shall reimburse the Service Provider for reasonable out-of-pocket expenses relating to the provision of the Services if:
- (a) prior written permission to incur the expense was obtained from Manitoba; and
  - (b) the Service Provider provides satisfactory receipts or supporting documents to Manitoba.
- 5(2) Reimbursement to the Service Provider for out-of-pocket expenses shall be in accordance with the amounts and guidelines set out in the General Manual of Administration for the Province of Manitoba.
- 5(3) Manitoba shall not be responsible for payment of any other expenses incurred by the Service Provider in the performance of this Agreement.

- 5(4) Payment of expenses shall be made upon receipt and approval of an invoice and satisfactory receipts or supporting documents.

#### **SECTION 6 - CONFIDENTIALITY OF INFORMATION, ETC., ACQUIRED**

6. While this Agreement is in effect, and at all times thereafter, the Service Provider and any officers, employees or agents of the Service Provider:
- (a) shall treat as confidential all information, data, reports, documents, and materials acquired or to which access has been given in the course of, or incidental to, the performance of this Agreement;
  - (b) shall not disclose, or permit to be disclosed, to any person, corporation or organization such information, data, reports, documents or materials without first obtaining written permission from Manitoba; and
  - (c) shall comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality of such information, data, reports, documents or materials.

#### **SECTION 7 - OWNERSHIP OF INFORMATION, ETC.**

- 7(1) All information, data, research, reports, documents, photographs and materials discovered or produced by the Service Provider, or any officers, employees or agents of the Service Provider, in the performance of this Agreement, and all copyright therein, shall be the exclusive property of Manitoba, and shall be delivered without cost to Manitoba upon request.
- 7(2) While this Agreement is in effect, and at all times thereafter, the Service Provider, and any officers, employees or agents of the Service Provider, shall not use, publish or disclose any information, data, research, reports, documents, photographs or materials discovered or produced by the Service Provider in the performance of this Agreement without first obtaining written permission from Manitoba.
- 7(3) Any equipment, materials and supplies provided by Manitoba to the Service Provider for use in the performance of this Agreement shall remain the property of Manitoba and shall be returned without cost to Manitoba upon request.

#### **SECTION 8 - MANITOBA NOT LIABLE FOR INJURY, ETC. TO THE SERVICE PROVIDER**

- 8(1) Manitoba shall not be liable for any injury to the Service Provider, or to any officers, employees or agents of the Service Provider, or for any damage to or loss of property of the Service Provider, or of the officers, employees or agents of the Service Provider, caused by or in any way related to the performance of this Agreement.
- 8(2) Subsection (1) does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of Manitoba while acting within the scope of his or her employment.

## **SECTION 9 - INDEMNIFICATION BY THE INDEPENDENT SERVICE PROVIDER**

- 9(1) The Service Provider shall use due care in the performance of the obligations under this Agreement to ensure that no person is injured, no property is damaged or lost and no rights are infringed.
- 9(2) The Service Provider shall be solely responsible for:
- (a) any injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to, the performance of this Agreement or the breach of any term or condition of this Agreement by the Service Provider;
  - (b) any omission or wrongful or negligent act of the Service Provider, or of the officers, employees or agents of the Service Provider; and
- shall save harmless and indemnify Manitoba, its officers, employees and agents from and against all claims, liabilities and demands with respect to clauses (a) and (b).

## **SECTION 10 - INDEPENDENT SERVICE PROVIDER**

- 10(1) The Service Provider is an independent service provider, and this Agreement does not create the relationship of employer and employee, or of principal and agent, between Manitoba and the Service Provider or between Manitoba and any officers, employees or agents of the Service Provider.
- 10(2) The Service Provider is responsible for any deductions or remittances which may be required by law.
- 10(3) The Service Provider shall not incur any expenses or debts on behalf of, nor make any commitments for, Manitoba without first obtaining written permission from Manitoba.

## **SECTION 11 - SUSPENSION OR EXTENSION**

- 11(1) Manitoba may, at its sole option, from time to time, delay or suspend Services being provided under this Agreement, in whole or in part, in writing for such period of time as may, in the opinion of Manitoba, be necessary.
- 11(2) Manitoba may, at its sole option, extend the time in which the Services are to be provided in writing if necessary by reason of circumstances beyond the control of the Service Provider or through no fault of the Service Provider.
- 11(3) Where there is a delay of suspension under subsection (1) or an extension of time under subsection (2), all terms and conditions of this Agreement shall continue in full force and effect against the Service Provider. The Service Provider shall not be entitled to make any claim for damages by reason of the delay, suspension or extension.

## **SECTION 12 - TERMINATION**

- 12(1) Either party may terminate this Agreement at any time by giving 10 days notice in writing to the other party.

- 12(2) In addition to its rights under subsection (1), and without restricting any other remedies available, Manitoba may, at its sole option, immediately terminate this Agreement in writing if:
- (a) in the opinion of Manitoba, the Services provided by the Service Provider are unsatisfactory, inadequate, or are improperly performed; or
  - (b) in the opinion of Manitoba, the Service Provider has failed to comply with any term or condition of this Agreement; or
  - (c) the Service Provider is dissolved or becomes bankrupt or insolvent.
- 12(3) Upon termination of this Agreement, the Service Provider shall cease to perform any further work and shall deliver to Manitoba any finished work which has not been delivered and accepted prior to termination, together with any materials and work in progress relating to this Agreement. Manitoba shall be under no obligation to the Service Provider other than to pay, upon receipt of an invoice and supporting documentation satisfactory to Manitoba, such compensation as the Service Provider may be entitled to receive under this Agreement for work completed to the satisfaction of Manitoba up to the date of termination.

### **SECTION 13 - NO ASSIGNMENT OF AGREEMENT**

- 13(1) The Service Provider shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without first obtaining written permission from Manitoba.
- 13(2) No assignment or transfer of this Agreement shall relieve the Service Provider of any obligations under this Agreement, except to the extent they are properly performed by the Service Provider's permitted assigns.
- 13(3) This Agreement shall be binding upon the executors, administrators, heirs, successors and any permitted assigns of the Service Provider.

### **SECTION 14 - APPLICABLE LAW**

- 14(1) This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba and Canada.
- 14(2) The Services are being purchased under this Agreement by the Government of Manitoba and are therefore not subject to the federal Goods and Services Tax. The Service Provider represents and warrants that Goods and Services Tax has not been included or quoted in any fees, prices or estimates and shall not be included in any invoice provided, or claim for payment requested, under this Agreement.

### **SECTION 15 - GENERAL PROVISIONS**

- 15(1) While this Agreement is in effect, the Service Provider and any officers, employees or agents of the Service Provider shall not provide services to any other person, firm, corporation or organization in a manner which might interfere or conflict with the proper performance of the Service Provider's obligations under this Agreement.
- 15(2) Manitoba agrees to make reasonably available to the Service Provider such documents, records and assistance from officers and employees of Manitoba as may, in the opinion of Manitoba, be reasonably necessary to assist the Service Provider in the performance of this Agreement.

- 15(3) When using the premises of Manitoba, the Service Provider and all officers, employees and agents of the Service Provider shall comply with all security regulations in effect from time to time.
- 15(4) Time shall be of the essence of this Agreement.
- 15(5) Sections 6, 7, 8 and 9 shall survive the termination or expiration of this Agreement.
- 15(6) This document and the attached Schedule "A" contain the entire Agreement between the parties. There are no undertakings, representations, or promises, expressed or implied, other than those contained in this Agreement.
- 15(7) No amendments or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by both parties.
- 15(8) If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.

#### **SECTION 16 - NOTICES**

- 16(1) Any notice or other communication to the Service Provider under this Agreement shall be in writing and shall be delivered personally to the Service Provider or officer or employee of the Service Provider or sent by registered mail, postage prepaid, or by way of facsimile or electronic transmission to:

**TYPE SERVICE PROVIDER NAME(S) HERE**  
**TYPE SERVICE PROVIDER ADDRESS INCLUDING PCODE HERE**

- 16(2) Any notice or other communication to Manitoba under this Agreement shall be in writing and shall be delivered or sent by registered mail, postage prepaid, or by way of facsimile or electronic transmission to:

**MANITOBA DEPARTMENT OF FAMILIES**  
**TYPE REGION NAME HERE**  
**TYPE ADDRESS AND PCODE HERE**  
**PHONE: (204) TYPE PHONE NUMBER HERE**

- 16(3) Any notice or communication sent by registered mail shall be deemed to have been received on the third business day following the date of mailing. If mail service is disrupted by labour controversy, notice shall be delivered personally.

This Agreement has been executed by the Minister of Families on behalf of the Government of Manitoba and by the Service Provider on the dates noted below:

**SIGNED IN THE PRESENCE OF:**

**FOR THE GOVERNMENT OF MANITOBA:**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**MINISTER OF FAMILIES  
OR AUTHORIZED SIGNATORY**

**DATE:** \_\_\_\_\_

**FOR THE SERVICE PROVIDER:**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**DATE:** \_\_\_\_\_

**INSERT SECOND SET OF SIGNATURE LINES IF MORE THAN ONE SERVICE PROVIDER NAME**

## SCHEDULE "A"

This is Schedule "A" to an Agreement for Services between the **GOVERNMENT OF MANITOBA** and **NAME OF SERVICE PROVIDER**, dated \_\_\_\_\_.

The Services to be provided by the Service Provider shall be as follows:

### 1.0 SERVICE DEFINITION

### 2.0 SERVICE GOALS

### 3.0 SERVICE ACTIVITIES

### 4.0 SERVICE OUTCOMES

### 5.0 SERVICE ADMINISTRATION

The Service Provider agrees to provide the following administrative services:

- a) the financial administration of the Services outlined in this Schedule of this Agreement;
- b) the policy administration of the Services outlined in this Schedule of this Agreement, including the preparation of policy manuals, guidelines, and instructions to staff that are consistent with the Preamble to this Schedule;
- c) the management of the Services outlined in this Schedule of this Agreement in accordance with Manitoba's interim policy concerning Criminal Record Checks;
- d) the management of the Services outlined in this Schedule of this Agreement in accordance with sound business and financial practices; and
- e) all Services outlined in this Schedule are provided in accordance with:
  - *LIST ANY RELEVANT ACTS (OR DELETE THIS BULLET).*

### 6.0 SERVICE REPORTING

### 7.0 SERVICE FUNDING

- a) Manitoba agrees to fund **TYPE NAME OF SERVICE PROVIDER(S)** for the provision of **TYPE NAME OF SERVICE** as outlined in this Schedule, up to a maximum of **\$TYPE AMOUNT OF FUNDING** for the **TYPE APPROPRIATE FISCAL YEAR** fiscal year.

**INSERT DETAILS OF FUNDING; PAYMENT SCHEDULE; ETC., AS APPROPRIATE.**

For Manitoba \_\_\_\_\_

For the Service Provider \_\_\_\_\_

**INSERT SECOND SET OF SIGNATURE LINES IF MORE THAN ONE SERVICE PROVIDER NAME**