

Terms and Conditions of the CALA Training Service Partnership

Parties

These Terms and Conditions apply to Training Contract Assignment made between:

Canadian Association for Environmental Analytical Laboratories
Suite 310, 1565 Carling Avenue, Ottawa, Ontario K1Z 8R1

(Hereinafter referred to as **CALA**)

AND

An organisation or person who has duly executed a Training Contract Assignment form.

(Hereinafter referred to as the **PARTNER**)

The agreement made between the Parties is for the work to be executed, by the Partner, on behalf of CALA as described by the applicable, duly executed Training Contract Assignment form, and these Terms and Conditions

Mutual Intent

1. Inasmuch as CALA and the PARTNER desire to enter into agreement concerning the delivery of facilitated training services sponsored by CALA, these Terms and Conditions shall govern the relationship of the Parties regarding the joint effort to deliver this training.
2. CALA desires the delivery of the training described in any duly executed Training Contract Assignment form. CALA will conduct all marketing of training covered by these Terms and Conditions and CALA will cover all training accommodation costs under separate agreement with providers of such facilities.
3. The PARTNER desires to deliver the training described in any duly executed Training Contract Assignment form.

Interpretation

4. Under these Terms and Conditions:
 - a. "Training Contract Assignment" or the "Assignment" is a document executed between the Parties which details the specifics of each CALA-sponsored training session to be delivered by the Partner. This document must be signed by both Parties in order to have any force under these Terms and Conditions.
 - b. "Excusable delays" means any delay by the Partner in performing his or her obligations under a duly executed Training Contract Assignment which is caused by an event beyond the control of the Partner, and which could not have been avoided by the Partner without incurring unreasonable cost through the use of work-around plans. Examples of such events include acts of God, of CALA or of local or provincial governments, fires, floods, epidemics, quarantine restrictions, labour unrest, or freight embargoes;
 - c. "Manager" means CALA' Training Manager.
 - d. "prototypes" includes models, patterns or samples;
 - e. "Technical documentation" includes designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs;
 - f. "Work" means everything that is necessary to be done or delivered by the Partner to perform the Partner's obligations under these Terms and Conditions.
 - g. "Follow-up documentation" is the combination of documentation provided by the Partner following the delivery of training stipulated in the Assignment form. This documentation includes, but may not be limited to: Participant sign-up sheets, Facilitator evaluation forms, Partner invoices, and Partner travel claim forms.
 - h. The masculine "he" and the feminine "she" are used throughout these Terms and Conditions to refer to a person, regardless of gender, and are to be considered interchangeable. No reference to the gender of any person in these Terms and Conditions is deemed to be material to the Terms and Conditions.

Statement of Work

5. The Partner undertakes to supply the following services and activities on behalf of CALA:

- a. Deliver the training specified in the Assignment form(s) duly executed by both Parties, in accordance with the Scope of Work given below.
 - b. Engage in such travel in Canada or the United States or incur such other expenses as may be required and approved by the Manager to carry out the tasks listed above;
6. The Partner warrants that he or she is competent to perform the work required under the Assignment and has the necessary qualifications, including the knowledge, skill and ability to perform the work, as supported by a signed professional resume and a signed Confidentiality Agreement. Furthermore, the Partner accepts that CALA will carry out an annual performance review to verify said competence.
7. All Assignment(s) are personal to the Partner and all services provided under these Terms and Conditions must be performed and delivered by the Partner alone. No part of the work may be delegated or performed by any agent or employee of the Partner, unless that person has been named as the training facilitator authorised by the Partner to do this work and that the name of this authorised person appears on the appropriate, duly executed Assignment(s).

Scope of Work

8. CALA Training Service Partners will be responsible to provide the following services:
- a. The delivery of facilitated training sessions, as described in the applicable, duly executed Assignment(s)
 - b. Preparation of masters of participant training material (handouts etc)
 - c. Provision and care of sample artefacts or measuring equipment (acquired by the bidder) to be used as training aids.
 - d. Provision, to CALA, of Attendance Forms and Facilitator Evaluation Forms following each delivered training session.

Agreement Amount

9. Subject to performance of work to the satisfaction of the Manager, a daily rate, excluding expenses, will be paid for the project as specified in the Assignment form(s). This shall be payable to the Partner following delivery to CALA of follow-up documentation. All costs are to be quoted and invoiced in Canadian Dollars (\$CAD).

10. CALA will reimburse the Partner for necessary and approved expenses referred to in Article 5.b. within 45 days of the submission of invoices, original receipts and other supporting documentation. CALA will reimburse the Partner for the costs of travel and accommodation incurred by the Partner in the delivery of the training specified in the Assignment form(s) in accordance with published CALA Travel Guidelines which are drawn from Canadian Federal Government travel guidelines published by Treasury Board. CALA will conduct all marketing of training covered by these Terms and Conditions and CALA will cover all training accommodation costs under separate agreement with providers of such facilities.

Liability

11. The Partner hereby indemnifies CALA against all claims, damages or any proceedings attributable to any injury of persons or damage to property arising from any wilful or negligent act on the part of the Partner.
12. The Partner's liability to indemnify CALA in accordance with these Terms and Conditions shall not prejudice CALA from exercising any other rights provided for under law, whether against the Partner or a third party.

Notices

13. Where, under these Terms and Conditions, any notice or communication is required to be given by either party, it shall be in writing and is effective if delivered in person, registered mail, telegram, telex, facsimile or electronic mail (excluding voice mail) addressed to the party for whom it is intended at the address mentioned in the Assignment(s). The address of either party may be unilaterally changed by notice in the manner set out in this Article.

Termination or Suspension

14. CALA may, by giving written notice with reasons to the Partner, terminate or suspend all or any parts of the work noted in the applicable Assignment(s).
15. All work completed by the Partner to the satisfaction of CALA, before the giving of such notice, shall be paid for in accordance with the provisions of these Terms and Conditions.
16. Additionally, the Partner shall be reimbursed for expenses incidental to the cancellation of obligations incurred by the Partner pursuant to such notice to the extent that it is established to the satisfaction of the Manager that the expenses were actually incurred by the Partner and are fair, reasonable and attributable to the termination or suspension of the work.

17. The Partner waives any right to contend any additional claim, for damages or compensation by reason of any notice given by CALA under the provision of this Part except as expressly provided in this Part.

Excusable delays

18. The Partner shall give notice to CALA immediately after the occurrence of any unforeseen event that causes an excusable delay, stating the cause and circumstances of the event, and indicate the portion of the work affected by the delay. When requested to do so by the Manager, the Partner shall propose a work-around plan to overcome the delay and endeavour to prevent any further delay. Upon approval by CALA, the Partner shall implement the plan using all reasonable means to recover any time lost.
19. Unless the Partner complies with notice requirements set forth in these Terms and Conditions, any event that would constitute an excusable delay shall be deemed not to be an excusable delay.
20. Notwithstanding that the Partner has complied with the requirements of Article 18, CALA may exercise any right of termination contained in Articles 14 to 17.

Termination due to Default of Partner

21. CALA may, by notice to the Partner, terminate the whole or any part of the work if the Partner:
 - a. Becomes insolvent, or a receiving order is made against the Partner, or an assignment is made for the benefit of the Partner's creditors, or if the Partner takes the benefit of any statute relating to insolvent debtors, or if the Partner is removed, resigns or does not maintain personal affiliation with such professional associations or corporations material to the Partners warranty of competence as indicated in Article 6;
 - b. Fails to perform any of his obligations under these Terms and Conditions or, in CALA's view, so fails to make progress as to endanger performance of work noted in the duly executed Assignment, in accordance with these Terms and Conditions.
22. Upon termination pursuant to Article 21, CALA may require the Partner to deliver and transfer title to CALA, in the manner directed by CALA, of any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-progress which the Partner has acquired or produced for the fulfilment of the duly executed Assignment, and for which CALA holds copyright. CALA shall pay the Partner for all such work delivered and accepted by CALA, the cost to the Partner of such work plus the proportionate part of any fee fixed by these Terms and Conditions, if applicable, and shall

pay or reimburse the Partner the reasonable cost to the Partner of all materials or work-in-progress.

23. If, after CALA issues a notice of termination pursuant to Article 21, it is determined by CALA that the default of the Partner is due to causes beyond the control of the Partner, such notice of termination shall be deemed to have been issued pursuant to Article 14 and the rights and obligations of the parties shall then be governed by Articles 15 to 17.

Records Management

24. The Partner recognises the absolute confidentiality of records and other documentation or information collected or developed as part of the execution of the work of the applicable, duly executed Assignment, and that such records or information may not be divulged to any other source except following the administrative and committee practices of CALA.
25. The Partner shall keep proper accounts and records of all expenditures or commitments made by the Partner including original invoices, receipts or other vouchers, which shall be open to audit and inspection by the Manager, or his delegate, who may make copies.
26. The Partner shall not withhold access for audit and inspection and shall furnish the audit or inspection representatives of CALA with any specific information as CALA may require.
27. The Partner shall not dispose of any documents referred to in Article 24 and not given to CALA, without the written consent of CALA, but shall preserve and keep them available for audit and inspection until the fifth anniversary of the completion of the work.

Intellectual Property

28. Training material developed under these Terms and Conditions will be copyrighted by either the Partner or CALA. The following conditions apply.
- a. Technical documentation or reports produced by the Partner in the performance of the work under any duly executed Assignment shall be the property of the Partner.
 - b. Technical documentation or reports produced by CALA shall be the property of CALA, and the Partner shall account fully to CALA in respect of them.
 - c. Technical documentation or reports shall contain legible and prominent notices of confidentiality.

- d. Technical methods conceived or developed or first actually put to practice in performing the work under a duly executed Assignment, shall be the property of the copyright holder of the methods. The other Party shall have no rights to same. Nor shall the other Party divulge or use such technical information and inventions, other than in performing the work under these Terms and Conditions, and shall not sell any things embodying such technical methods.

Conflict of Interest

29. The Partner declares that he or she has no interest in the business of the CALA members in receipt of assigned training, or any third party that could cause a conflict of interest in carrying out the work. Should such an interest be already in place or be acquired during the period from two years before the date noted on the Assignment to one year after the date noted on the Assignment, the Partner shall declare it immediately to the Manager and will also declare any prior association with the participants receiving assigned training.

Partner Status

30. These are Terms and Conditions for the performance of a service and the Partner is engaged under these Terms and Conditions as an independent organisation or person, or for the sole purpose of providing a service. The Partner agrees to be solely responsible for any and all payments or salary deductions required to be made or remitted under any federal, provincial or municipal law or regulation, including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation, or Income Tax.

Final and General Provisions

31. No amendment of these Terms and Conditions, nor amendment of any Assignment, nor waiver of any of the terms shall be deemed valid unless effected by a written amendment that is signed by both Parties.
32. These Terms and Conditions and all duly executed Assignments shall be governed by and construed in accordance with the law in force in the Province of Ontario.
33. Should the Partner, or the facilitator named in the applicable, duly executed Assignment, decease prior to the completion of that Assignment, a termination notice pursuant to Article 14 will be deemed to take effect upon the date of death and the Partner's estate bound to Articles 15 to 17.
34. No duly executed Assignment may be further assigned by the Partner. Any further assignment by the Partner is void and of no effect.

