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 Chief of the Defence Staff
in his 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 **“CFMWS”**)

and

**Insert name**

**Title and legal status**

**Full current mailing address**
**Full current mailing address**

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

CFMWS and the Contractor agree as follows:

1. **Contract**
	1. The following documents and any amendments relating thereto form the Contract between CFMWS and the Contractor:

		1. these Articles of Agreement;
		2. the Statement of Work at Annex “A”; and,
		3. Annex "B" entitled "General Conditions Standard V. Mar 24” which can be found at [this link.](https://cfmws.ca/about-us/policies-and-publications/procurement-and-contracting/general-conditions)
	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**.

1. **Security – Unclassified**

This requirement is Unclassified and no classified information is involved.

1. **Date of Completion of Work and Description of Work**
	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.
	2. 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.
2. **Contractor’s Duties and Obligations**

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

* + 1. comply with all rules and regulations governing the use of both Non-public property and DND property, facilities and equipment;
		2. comply with all rules, regulations, and signs dealing with access to CFMWS and all facilities included thereon;
		3. comply with all rules and regulations applicable to the Contract;
		4. be solely responsible for the payment of any and all taxes and other statutory deductions or payments applicable to the agreed fee; and
		5. deal with the public in a friendly, courteous and professional manner.
1. **Security Requirements**
	1. The Contractor understands and agrees to have all its employees and/or subcontractors, assigned to the Contract able to obtain and maintain for the duration of their assignment as part of the Contract a valid security clearance appropriate to the level required by CFMWS for CFS Alert Show Tour only. The Contractor must provide proof of the valid security clearances to CFMWS
2. **Contract Amount**
	1. Subject to the terms and conditions of this Contract and in consideration for the performance of the work, CFMWS shall pay to the Contractor:
	2. A sum not to exceed **insert amount** **per annual year**, plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST) as applicable, for a total of **insert amount** pursuant to this Contract.
	3. No increase in the total liability of CFMWS 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 the Crown 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:
		1. it is 75 percent committed, or
		2. if the Contractor considers that the funds provided are inadequate for the completion of the Work,

whichever comes first.

* 1. 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 CFMWS’ liability.
1. **Method of Payment**

Payment by CFMWS to the Contractor for the work shall be made within:

* + 1. thirty (30) days following the date on which all of the Work has been delivered at the delivery point specified in the Contract, and all other Work required to be performed by the Contractor under the terms of the Contract has been completed; or
		2. thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract;

whichever date is the later.

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** |

1. **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.

1. **Disbursements – Cost Reimbursable (or delete if NOT APPLICABLE)**

The Contractor will be paid its disbursements reasonably and properly incurred in the performance of the Work, without any allowance for overhead or profit.

1. **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 CFMWS . 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, SOCAN and RE-Sound fees.

1. **CFMWS Representative**

The Show Tour Office of Primary Interest (OPI) named below is the representative of CFMWS 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 OPI however the OPI 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.

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

|  |
| --- |
| Contracting Authority: |
| Title: | **insert title** |
| Name | **insert name** |
| Tel: | **insert phone number** |
| Email: | **insert email** |

1. **Contractor Representative**

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

1. **Insurance Requirements**
	1. The Contractor shall provide, at the Contractor sole cost and expense, proof, satisfactory to CFMWS the following property and liability insurance:
		1. Comprehensive general liability insurance covering liability for personal injury, bodily injury, death and/or damage to the Property of others; and,
		2. Comprehensive insurance covering for loss or damage to the property of CFMWS.
	2. The insurance purchased by the Contractor shall:
		1. Have limits of not less than two million dollars ($2,000,000.00) in respect of any one (1) accident or occurrence; and,
		2. Name the Contractor and His Majesty the King in right of Canada as represented by Chief of Defence Staff in his Non-Public Property as an Additional Insured as its interest may appear. (Delete if waived.)
	3. Failure to provide proof of insurance as set out in 14.1 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.
2. **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.

1. **Intellectual Property**
	1. If during the course of performing Work pursuant to this Contract the Contractor (which includes, without limitation, Contractor Personnel) should conceive, develop, create or become the author of any Intellectual Property (“foreground Intellectual Property”), such Foreground Intellectual Property shall be solely and exclusively owned by CFMWS. The Contractor hereby irrevocably and unconditionally assigns, and agrees it shall assign, to CFMWS all right, title and interest to such Foreground Intellectual Property without any additional consideration payable to the Contractor. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by CFMWS. The Contractor shall be solely responsible for ensuring and shall ensure that any Contractor Personnel has agreed to assign and does assign all right, title and interest to such Foreground Intellectual Property to CFMWS, directly or indirectly through Contractor, and Contractor shall obtain all waivers of moral rights necessary, without additional consideration payable to the Contractor or Contractor Personnel. The Contractor must 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 (year), or © Sa Majesté le Roi du chef du Canada (année).The Contractor shall, whenever requested by CFMWS, execute and have executed at its sole expense, any and all applications, assignments and other instruments necessary or register CFMWS’s rights hereunder. The Contractor acknowledges that this section is consistent with the policy reflected in section 17 *et seq* of the *Copyright Act* (Canada).
	2. For greater certainty, CFMWS shall own the Foreground Intellectual Property in all Work delivered to CFMWS hereunder. Any Intellectual Property in existence prior to the Effective Date of this Contract or created other than in the course of performing Work pursuant to this Contract (“Background Intellectual Property”) shall not be deemed to be Foreground Intellectual Property. To the extent any Background Intellectual property is incorporated in Work supplied by the Contractor hereunder, the Contractor shall use reasonable efforts to identify such Background Intellectual Property to CFMWS and, for no additional consideration payable by CFMWS, the Contractor shall and hereby does grant or represent or warrant that CFMWS is granted a perpetual, non-exclusive license to such Background Intellectual Property as necessary to allow CFMWS to fully exploit such Work and to fully use its rights in the Foreground Information for CFMWS’ purposes, including without limitation a license to, in whole or in part, modify, translate, distribute, transmit, perform, reproduce, in any format and otherwise make of the applicable Work (and sublicense others to exercise these rights) during the term of this Contract and following expiration or termination for any reason.
2. **Canadian Labour and Materials**

The Contractor shall use Canadian labour and material 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.

1. **Change of Control**

Contractor shall notify CFMWS 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 CFMWS’ prior written consent to any such transaction. Contractor’s notice and request for consent shall 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, CFMWS shall be entitled to terminate this Contract in accordance with section Default by the Contractor – General Conditions Annex B which can be found at [this link.](https://cfmws.ca/about-us/policies-and-publications/procurement-and-contracting/general-conditions)

1. **Dispute Resolution**
	1. When a dispute arises, 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.
	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.)

* 1. 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.
	2. 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.
1. **Termination of Contract**

The Contractor may be relieved from the tour resulting from drug or alcohol-related incidents, sexual impropriety, gross negligence of duty or any other reason that is disruptive to the Show Tour.

1. **Travel and Accommodations**
	1. CFMWS shall:

		1. Arrange return transportation from Contractor’s city of departure or CFMWS designated departure point on the contracted travel dates;
		2. Arrange all accommodations; and
		3. Provide miscellaneous travel expenses in accordance with the NPP Travel Directive.
	2. The Contractor shall not change travel arrangements unless approved in advance by the CFMWS.
	3. The Contractor must have a valid passport with an expiry date greater than six months from the tour return date.
	4. The Contractor must not have travel restrictions that would preclude their entry into a specific country.
2. **Delays in Departure and Return**

CFMWS is not liable for any cost caused by departure delays or return of the Contractor and/or equipment due to unforeseen circumstances beyond the control of CFMWS.

1. **Lost or Damaged Equipment**

CFMWS is not responsible for loss or damage to equipment that occurs at no fault of CFMWS.

1. **Immunizations and Health Requirements**

The Contractor is responsible for providing personal immunizations and health insurance or any other personal requirements necessary for this tour. The Contractor will be reimbursed for yellow fever vaccine and malaria pills with original receipts.

1. **Accidental Death and Dismemberment Insurance**

CFWMS will provide the following Accidental Death and Dismemberment insurance for the Contractor from the date of departure to the date of return:

 $250,000 24/7 Terrorism/War Risk

 $1,000,000 Medical Expenses and accidental dental

 $100,000 Medical Evacuation

1. **Tour Cancellation**
	1. If a Show Tour is cancelled for operational reasons or environmental conditions, the Contract will be considered void and the following Contract amounts will apply:

		1. Cancellation 31 days prior to departure: No payment will be made
		2. Cancellation 11-30 days prior to departure: 25% will be paid
		3. Cancellation 0-10 days prior to departure: 50% will be paid

Zero days means a cancellation while in transit.

* 1. Travelling expenses paid prior to the tour cancellation are to be reimbursed in full to CFMWS.
	2. The Contractor shall have no other claim for damages, compensation, loss of profit, or by reason of, or directly or indirectly arising out of, any action taken for termination of the Show Tour.

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 Chief of the Defence Staff in his Non-Public property capacity, by their duly authorized officers.

|  |  |
| --- | --- |
| **His Majesty the King in right of Canada,as represented by the Chief of the Defence Staff in his Non-Public Property capacity through** | **If Contractor is a corporation:** |
| **Insert Canadian Forces Morale and Welfare Services or Canadian Forces Base/Wing/Unit name as appropriate**  | **insert name of corporation/partnership/sole proprietorship** |
|  | I have authority to bind the corporation/partnership/proprietorship |
| per: | per: |
| **Insert name and title of signing officer** | **Insert name and title of duly authorized signing officer** |
| **WITNESS** | **WITNESS** |
| Name: **Insert witness name**  | Name:  **Insert witness name**  |
| Address: **insert address** | Address: **insert address** |
|  **insert address** |  **insert address** |
|  | **OR** |
|  | **If Contractor is a private individual:** |
|  | per: |
|  | **Insert contractor name** |
|  | GST/HST #: **Insert number** |
|  | Additional Info:  |
|  | **WITNESS** |
|  |  |
|  | Name:  **Insert witness name**  |
|  | Address: **insert address** |
|   |  **insert address** |

**CFMWS SHOW TOUR**

1. **Specific services to be provided are:**
	1. 1 x 1.5hr set
	2. In addition to the performance set there may be occasions when the Contractor will be required to become involved in spontaneous entertainment of a short duration at other locations or to participate in organized special activities.
2. **Location of work**

The Show Tour location will be Insert Location. Location may change due to military requirements. Payment of the Contract amount will not change under those circumstances.

1. **Contractor Responsibilities**

The Contractor will report directly to the CFMWS Show Tour Escort Officer or his/her representative and provide:

* A set list with timings for Show Tour Manager approval;
* A performance in the language designated for the tour; and
* A list of required back line and/or acoustic equipment to the Show Tour Coordinator; and
* A show that will not have any type of entertainment that could be considered profane, vulgar or in poor taste.
1. **Reimbursements**
* No costs will be incurred by CFMWS prior to the receipt of a signed Contract.
* No payment shall be made for costs incurred in the preparation of issuing the Contract.
1. **Contact with Performers**

The CFMWS reserves the right to contact any contractor associated with the CFMWS Show Tour program and/or his/her agent or manager without the permission or consultation of a Contractor, agent or manager. This may be done for the purpose of obtaining the performers services for direct hire at another time or to discuss a Show Tour.

1. **Restrictions**
* Live plants, animals, birds, fish, reptiles or any other living creature are not allowed on the tour.
* Toxic chemicals or any chemical of an explosive nature are not allowed on the tour
1. **General Information**

Due to the nature of Canadian Armed Forces (CAF) operations, locations, audience size and audience make up are subject to change.

If the number of shows changes, the Contractor will be notified.