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

		1. these Articles of Agreements;
		2. Annex "B" entitled “[General Conditions Simple V. Mar 24](https://cfmws.ca/about-us/policies-and-publications/procurement-and-contracting/general-conditions-simple)”;
		3. the Statement of Work at Annex “A”; and
		4. add more, if necessary. **(Remove this line if not needed.)**
	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**

There are no security requirements applicable to the Contract

**OR**

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 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.

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

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** **OR** on **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. **Contract Amount**
	1. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a **firm price** of **insert amount** plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST).
	2. NPP will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
3. **Method of Payment**
	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**

* 1. NPP will pay the Contractor in accordance with the payment provisions of the Contract if:
		1. 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;
		2. all such documents have been verified by NPP; and
		3. the Work delivered has been accepted by NPP.
	2. Payment by NPP to the Contractor for the work shall be made:

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.**

1. **Invoices**

Invoices are to be submitted to:

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

1. **NPP Representative**

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** |

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’s sole cost and expense, proof, satisfactory to NPP 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 third parties; and,
		2. Comprehensive insurance covering for loss or damage to the property of NPP.
	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 capacity as an Additional Insured as its interest may appear. **(Delete if waived.)**
	3. Failure to provide proof of insurance as set out in 10.1 will constitute an event of default under the contract. The insurance requirements do not release the Contractor from or reduce its liability or other obligations under the Contract.

**(Assuming the removal of Insurance Requirements was approved in accordance with the NPP Contracting Policy, delete 10.1-10.3 and use only 10.4. Delete this instruction before finalizing the contract.)**

* 1. The Contractor is responsible for deciding for its own purposes 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 or other obligations under the Contract.
1. **Dispute Resolution**
	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.
	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 will be final and binding on both parties.

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 the Defence Staff or Base/Wing/Unit Commander** in his Non-Public property capacity, by their duly authorized officers.

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

1. Objective

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

1. Project Background

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

1. 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.

1. Location of Work

Specify the location details.

1. Period of Performance

Specify the period of performance.

1. Travel

Describe travel requirements.

1. 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)

1. 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)

1. 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.

1. Assumptions and Constraints

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

1. Applicable Standards

Specify any industry standards, if applicable.

1. Contractor Qualifications

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

1. Applicable Documents

If required.

1. Special Requirements

Security requirements, for example.

1. 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.

1. Contracting, Project and Technical Authority

|  |
| --- |
| Contracting Authority |
| Attention: |  |
| Address: |  |
| Email: |  |

|  |
| --- |
| Technical Authority |
| Attention: |  |
| Address: |  |
| Email: |  |

1. Warranty

Insert warranty requirements.