

THIS AGREEMENT made as of July 31, 2013

BETWEEN

Legal Aid Ontario

(hereinafter referred to as "**LAO**")

AND

Multilingual Community Interpreter Services (MCIS Language Services)

(hereinafter referred to as the "**Consultant**", or "**MCIS**")

LAO and the Consultant agree as follows:

1.0 Description of Services

1.1 The Consultant shall perform the services described in Schedule "A" (the "Services"). Schedule A includes the sub-schedules Schedule A-1 and Schedule A-2.

2.0 Consultant's Representations and Warranties

2.1 The Consultant represents and warrants that:

- (a) the Consultant is not a non-resident of Canada within the meaning of the Income Tax Act (Canada);
- (b) the Consultant is a corporation incorporated under the laws of the Province of Ontario;
- (c) the Consultant is duly registered and qualified to do business wherever necessary to carry out the terms of this Agreement;
- (d) the Consultant is not a party to and agrees not to enter into any agreement, business or other relationship or to incur any obligations which may conflict with this Agreement;
- (e) the Consultant is able and willing to perform the Services in a timely fashion.

2.2 The Consultant represents and warrants that the Services shall be performed faithfully and diligently in a good and workerlike manner

and to a high standard of professional competence and the Services shall be suitable for the purposes specified in Schedule "A".

- 2.3 Acceptance or approval of any Services by LAO officials, whether express or implied, shall not alter the Consultant's responsibilities under this Agreement.
- 2.4 The Consultant represents and warrants that its Services shall not infringe upon or violate any patent, copyright, trade secret or any other right of any third party, and shall not be libelous or otherwise unlawful.
- 2.5 The Consultant represents and warrants that it shall comply with all federal, provincial and municipal laws, regulations and orders in existence on the date of execution of this Agreement or coming into existence during the term of this Agreement, including but not limited to the Discriminatory Business Practices Act, the Human Rights Code, and the Freedom of Information and Protection of Privacy Act. The Consultant shall be responsible for obtaining any permits or licenses required for the performance of its responsibilities under this Agreement.
- 2.6 The Consultant represents and warrants that it can and does hereby waive all moral rights that it, its employees or subcontractors may have in connection with or respecting the Services or the Materials as defined in paragraph 11.1.
- 2.7 The Consultant represents and warrants that all materials, documents, data and working papers relating to the services shall be the property of LAO and shall be surrendered to LAO upon completion and written acceptance of the services or termination of the Agreement for any reason whatsoever, unless otherwise stipulated in the Schedule(s) attached hereto. No documents, working papers or manuals may be removed from the work area without the permission of the designated LAO official, nor is any information about any systems or data in them to be disclosed without similar written authorization.
- 3.0 Cost**
- 3.1 LAO shall pay to the Consultant the fees and any amounts allocated for disbursements, all as set out in Schedule "B", provided that the total liability of LAO under this Agreement shall not, in any event, exceed the total amount set out in Schedule "B".

4.0 Billing

- 4.1 The Consultant shall invoice LAO monthly.
- 4.2 Every invoice shall be in the form attached hereto as Schedule "C" or shall contain the information set out in Schedule "C".
- 4.3 Failure to provide the information required by the invoice may result in delays in payment.
- 4.4 LAO shall pay the amount due only after receipt of an invoice satisfactory to LAO Representative, as defined in paragraph 14.1, and acceptance by LAO of the Services for which the invoice is given.
- 4.5 On amounts for which no cheque has been issued within thirty (30) days after receipt of a satisfactory invoice and acceptance of the Services, LAO shall pay interest, on request, at the current rate of interest payable by the Province of Ontario from time to time.

5.0 Time

- 5.1 The Services shall commence on the **first day of August, 2013**, and shall be completed not later than the **last day of March, 2015**, with an option to extend services under the original terms and conditions for a further twelve-month period, by mutual agreement.
- 5.2 Time shall be of the essence. No extension or variation of this Agreement shall operate as a waiver of this provision.
- 5.3 The Consultant shall adhere to the critical path, if any, as set out in Schedule "A".

6.0 Reports

- 6.1 The Consultant shall submit progress reports to LAO Representative as requested and as set out in Schedule "A".

7.0 Personnel

- 7.1 The Services shall be performed by MCIS Language Services (MCIS). LAO agrees that MCIS may employ CanTalk as its subcontractor for the provision of immediate telephone interpretation services under this agreement.

7.2 The Consultant will not knowingly solicit the employment of LAO's employees in any capacity whatsoever during the term of this Agreement and for a period of one year after the termination of this agreement.

8.0 Assignment

8.1 The Consultant shall not assign, transfer or pledge this Agreement or retain sub contractors for the performance of the Services hereunder without the prior written consent of LAO Representative. No assignment or sub contract shall relieve the Consultant from its obligations under this Agreement or impose any liability upon LAO to any assignee or sub contractor.

9.0 Limitation of Liability, Indemnification and Insurance

9.1 LAO shall not be liable for any injury, death or property damage to the Consultant, its employees or agents or for any claim by any third party against the Consultant, its employees or agents, unless it was caused by the negligence or willful act of an employee or agent of LAO while acting within the scope of his or her employment or agency respectively.

9.2 LAO shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Consultant arising out of or in any way related to this Agreement or the Services.

9.3 The Consultant does hereby indemnify LAO, its employees and agents, against all costs, losses, expenses or liabilities incurred as a result of a claim or proceeding related to this Agreement or the Services, unless it was caused by the negligence or willful act of an employee of LAO while acting within the scope of his or her employment.

10.0 Termination

10.1 LAO may terminate this Agreement at any time, without fault and without liability, upon two (2) weeks' notice of termination to the Consultant.

10.2 LAO shall not by termination waive any rights or remedies it may have at the date of termination. Termination shall not relieve the Consultant from its warranties and other responsibilities relating to Services performed and money paid up to and including the date of termination.

10.3 Upon termination, the Consultant shall:

(a) disclose to LAO the current state of the Services which are being performed by the Consultant at the date of termination and provide a report of, and all the material reflecting, such current state of the Services to LAO; and,

(b) deliver to LAO everything produced by the Consultant in attempting to carry out this Agreement, and shall return everything supplied to it by LAO. Upon receipt of this material, LAO shall pay the Consultant for all services satisfactorily performed up to and including the date of termination.

11.0 Intellectual Property

11.1 All documents, raw data, research, processes, technology, programs, designs and inventions (collectively referred to as the "Materials") conceived of, completed or produced in the course or performance of this Agreement for LAO shall belong to LAO. The Consultant hereby assigns to LAO the Consultant's entire right, title and interest in and to all the Materials and all intellectual property rights therein including, without limitation, any patent, copyright, trademark, trade secret, industrial design, know how or other intellectual property right. The Consultant hereby waives all moral rights in connection with or respecting the Materials or the Services. The Consultant acknowledges that the Materials shall be and shall remain the sole property of LAO.

11.2 The Consultant shall assist LAO in preparing and prosecuting any Canadian or foreign patent or trademark application, copyright registration or any other intellectual property claim or interest that LAO considers appropriate, and shall obtain or execute any other documents reasonably required by LAO to protect the intellectual property of LAO.

12.0 Confidentiality

12.1 The Consultant shall not disclose or publish at any time, any of the information provided to it by LAO or any of the information obtained, conceived of, originated, discovered or developed in the course of the performance of the Consultant's duties and obligations under this Agreement without the prior written consent of LAO Representative. The Consultant and its employees engaged in the performance of the services shall execute a confidentiality agreement in the form attached as Schedule "D" hereto. The Consultant acknowledges that LAO will suffer substantial and irreparable harm if this clause is

breached. Any breach of this provision shall entitle LAO to immediately terminate the agreement and pursue the Consultant for damages.

13.0 Notices

13.1 Notices under this Agreement shall be in writing and sent by personal delivery, facsimile transmission ("FAX") or by ordinary prepaid mail.

13.2 Notices by mail shall be deemed to have been received on the fourth business day after the date of mailing.

13.3 Notices by personal delivery or by FAX shall be deemed to have been received at the time of delivery or transmission.

13.4 In the event of an interruption in postal service, notice shall be given by personal delivery or by FAX.

13.5 Notices to the parties shall be sent to the following addresses:

LAO:

Legal Aid Ontario
40 Dundas Street West., Suite 200
Toronto, Ontario
M5G 2H1
FAX (416) 979-8669

Consultant:

Multilingual Community Interpreter Services (MCIS
Language Services)
789 Don Mills Road, Suite 608
Toronto, Ontario
M3C 1T5
FAX (416) 426-7118

The parties may designate in writing to each other a change of address at any time.

14.0 Representatives

14.1 The LAO Representative is Mary-Ann Cocchetto. The Consultant's Representative is [REDACTED]. Each party may designate a different representative by written notice to the other party.

15.0 Representations and Warranties

15.1 All representations, warranties, covenants and limitations of liability in this Agreement shall continue in full force and effect after the termination or expiry of this Agreement.

16.0 Publicity

16.1 LAO may, in its sole discretion, publicly disclose the provisions of this Agreement.

16.2 Any publicity or publications relating to this Agreement or the Services shall be arranged by LAO. LAO may, at its sole discretion, acknowledge the Services of the Consultant in any such publicity or publication. The Consultant shall not make use of its association with LAO without the prior written consent of LAO.

17.0 Conflict of Interest - Gifts

To avoid any conflict of interest and/or the perception of a conflict of interest, the Consultant, and, as applicable, the Consultant's officers, directors, employees, agents and assigns, shall not, under any circumstances, within one (1) year immediately prior to the commencement of, during, or within one (1) year immediately following the end of the Term of this Agreement or any renewal or extension thereof, or within one (1) year immediately following any other termination of this Agreement, provide, directly or indirectly, to or for the benefit of any of LAO's officers, directors, employees or agents, a gift or gifts of any kind. A gift in this Article includes a gratuitous benefit of any kind.

18.0 Independent Contractor

18.1 This Agreement is a contract for a particular and non exclusive service. The Consultant shall have no power or authority to bind LAO or to assume or create any obligation or responsibility, expressed or implied, on LAO's behalf, or in its name, nor shall it hold itself out to anyone as an agent, employee or partner of LAO.

18.2 As between LAO and the Consultant, the Consultant is solely responsible for all legally required employer and employee contributions and deductions for itself and its staff, including Workers Compensation, Canada Pension Plan, Unemployment Insurance and Federal and Provincial Income Taxes.

19.0 Harmonized Sales Tax Certificate

19.1 LAO certifies that the Services are solely for use in the conduct of the business of LAO and therefore subject to the Harmonized Sales Tax.

20.0 Retention of Records and Inspection

20.1 The Consultant shall retain and maintain all results of the Services and all related materials and records associated with this Agreement for a period of seven (7) years following the termination or expiry of this Agreement.

20.2 LAO may, upon twenty four (24) hours notice and during normal business hours, review all results of the Services and all related materials and records of the Consultant, during the term of this Agreement and within seven (7) years of its termination or expiry.

21.0 Waiver

21.1 A waiver of any failure to comply with any term of this Agreement must be in writing and signed by the aggrieved party. Each waiver must refer to specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

22.0 Bankruptcy

22.1 If the Consultant shall be declared insolvent or bankrupt, or if any assignment of the Consultant's property shall be made for the benefit of creditors or otherwise, or if a trustee in bankruptcy or similar officer or a receiver be appointed for the Consultant, then LAO may at its option upon written notice terminate this Agreement and shall thereupon be relieved from all liability hereunder.

23.0 Use of Consultant's Work

23.1 Notwithstanding any other provision of this Agreement, LAO shall not be bound to act upon or otherwise use the Services or Materials.

24.0 Amendments, Alterations and Additions

24.1 This Agreement may be amended, altered or added to only by written agreement between the parties which agreement is supplemental to this Agreement and thereafter forms part of this Agreement.

25.0 Governing Law

25.1 This Agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada

applicable therein. The parties agree that the Courts of Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. The parties do hereby attorn to the jurisdiction of the Courts of the Province of Ontario.

26.0 Headings

26.1 The parties agree that the headings in this Agreement form no part of the Agreement and have been inserted for convenience of reference only.

27.0 Entire Agreement

27.1 This Agreement, including the Schedules, constitutes the entire Agreement between the parties. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DATED AT TORONTO this 31st day of July, 2013

Legal Aid Ontario

Per: 

Name: Robert W. Ward
Title: President and CEO
I have authority to bind the corporation
Date:

DATED AT TORONTO this 31st day of July, 2013

Consultant

Per: 

Name: Latha Sukumar
Title: Executive Director
I have authority to bind the corporation
Date:

SCHEDULE "A" (Description of services to be performed)

General

Immediate and scheduled interpretation services will be available, at a minimum, between the hours of 8:00 am – 6:00 pm, Monday to Friday. Some scheduled appointments for interpretation may take place during the evening hours.

Language services are required to serve the clients of LAO and Clinics, which are funded by LAO. Most LAO employees who will access the services are employees of LAO's call centre, the Client Service Centre. However, other LAO staff, including staff lawyers, who are not call centre employees but who are also involved in the direct provision of service to legal aid clients, may also require telephone interpretation assistance from time to time.

References to "Clinics" in this agreement should be understood to include LAO-funded Student Legal Aid Services Societies (SLASS) which are located at Ontario law schools.

MCIS shall use interpreters who are familiar with legal issues and terminology, and who have experience with marginalized and vulnerable client populations.

All new LAO and Clinic users of interpretation services under this agreement will be offered orientation/instruction on how to use the services.

All interpreters and all service infrastructure and lines linking are physically located within Canada.

MCIS warrants that it has the capacity to handle a minimum of 10,000 interpretation calls or appointments per year.

MCIS and its subcontractor CanTalk carry Errors and Omissions and Third Party Liability Insurance covering employees and independent contractors.

MCIS and its subcontractor CanTalk will comply with LAO's statutorily-mandated requirements in respect of confidentiality and maintenance of solicitor-client privilege, as set out in the Legal Aid Services Act, 1998 (ss. 89, 90 and 93). Training on confidentiality is an important part of the Interpreter Training Program. All interpreters, translators, transcribers and subcontractors who work with MCIS sign non-disclosure agreements and adhere to a Code of Ethics and Standards of Practice. All interpreters and translators also sign a Code of Business Conduct which further emphasizes confidentiality.

MCIS will work collaboratively with and will consult with LAO to provide effective services to LAO and Clinics.

Immediate Over the Telephone Interpretation Services

Immediate telephone interpretation services will be provided by MCIS through its subcontractor, CanTalk.

MCIS guarantees that immediate, over the phone services will be available with call pick-up in 30 seconds.

Depending on language request, the interpreter will be on the line 98% of the time within 1 minute for the top 10 most requested languages, and 85% of the time for the rest after the initial information is taken.

Interpreters are available in over 200 languages including Aboriginal languages.

Calls will be routed via a 1-800 toll-free number.

Service provided will include processing of language requests and setting up language services calls, including assistance in language identification. MCIS will have Language Identification Facilitators available to assist in identifying languages when interpretation requests are made.

Calls will be monitored as required and call escalation re re-routing will be available.

Scheduled In-Person (Face to Face) Interpretation Services, Scheduled Telephone Interpretation Services and Video Interpretation Services

Scheduled telephone interpretation, in-person interpretation, ASL interpretation and video interpretation services will be provided by MCIS as required by LAO or Clinics.

Service provided will include processing of language requests and setting up language services calls, including assistance in language identification. MCIS will have Language Identification Facilitators available to assist in identifying languages when interpretation requests are made. MCIS will also provide a language identifier card to Clinics, to assist in identifying the language in which services are required.

MCIS will provide province-wide coverage for in-person interpretation.

Depending on the language and location, MCIS' response time for emergency in-person interpretation is as set out below.

Service Hours	Type of Interpretation	Emergency Response Times
Business Hours (8:00 a.m. to 6:00 p.m.)	In-person interpretation	45 minutes for top demand (top ten) languages
After Business Hours (6:01 p.m. to 7:59 a.m.)	In-person interpretation	1 hour in an emergency for top demand languages

Daily rates for in-person interpretation and sight translation interpretation are available as set out in Schedule "B", as some Clinics may require daily rate arrangements with MCIS to allow for regularly scheduled in-person services (using the same interpreter on a regular basis, at set times, for example two mornings per week). As agreed, some Clinics may request daily rate arrangements for in-person interpreters with whom they have existing on-

site relationships. If these interpreters do not have the necessary qualifications, based on MCIS' criteria, MCIS shall offer and provide appropriate training to them.

No specific equipment is required for any video services other than a computer, camera and microphone. MCIS shall not charge any licensing fees in relation to video services.

MCIS will work collaboratively with LAO to make ASL and other video services work on whatever platform is found by LAO to be desirable.

Interpreter Qualifications and Quality

Interpreters shall be screened before being recruited by MCIS. All interpreters must provide or acquire proof of technical and linguistic competence. Testing and training are required. All interpreters working with LAO and clinics must be trained and tested in legal terminology and all interpreters must go through training on working with marginalized and vulnerable client populations.

Monitoring and Quality Control

Interpreters shall be evaluated by MCIS on

- Accuracy of interpretation from source language to target language
- Language fluency and proficiency
- Punctuality
- Etiquette and courtesy
- Professionalism
- Customer service
- Active listening skills
- Performance in periodic written tests taken to ensure knowledge of the client's programs, processes, and specific terminology.

Interpreters will also be evaluated on the ways they:

- Eliminate Code of Ethics violations
- Limit role to interpreting only
- Avoid conflict of interest situations
- Adhere to client confidentiality guidelines
- Eliminate unrelated verbal interactions

MCIS conducts spot checks and telephone surveys to ensure quality.

MCIS shall make live monitoring available for customers who do not want their calls to be recorded. Monitored calls become part of the interpreter's file.

MCIS has a progressive disciplinary program. Interpreters who receive complaints are required to go through refresher training and if the mistake is repeated the interpreter is removed from the roster.

MCIS will also work with LAO to create a multilingual feedback mechanism that is accessible online to LAO and clinic users.

Quality issues and complaints are to be reported by LAO or clinic staff through the MCIS online feedback portal, by phone or by email. This triggers an occurrence report that is escalated to the Interpreter Services Department Supervisor and the Director of Client Services. Complaints about translation services are directed to the Translation Supervisor.

Complaints are investigated and follow-up actions are reported to LAO immediately. MCIS will provide information on incidents that are submitted to MCIS for review, and will explain the investigation, the feedback provided to the interpreter and the performance item action taken with the interpreter by MCIS.

Reporting and Rating of Personnel Providing Interpretation Services

MCIS maintains a performance database that identifies personnel assigned to provide telephone or in-person interpretation services to LAO and clinics. This database will identify the qualifications and experience of those interpreters and will indicate whether the interpreters have been subject to any complaints.

Each MCIS interpreter providing services to LAO and clinics will have a unique profile in the MCIS ITO (Interpreter/Translator/Operator) database that will include information on all incidents, complaints and concerns, documented by date, time, client ID, nature of the issue and action taken.

MCIS will make this information available to LAO centrally, and to LAO and clinic users of the services, on request.

User Feedback and Client Satisfaction Surveys

MCIS will work with LAO on customized options for obtaining direct feedback from interpretation clients. These options may include:

- automated telephone surveys that are accessible to the client to allow the client to record feedback within minutes of completion of the interpretation assignment by dialling a designated phone line
- forms on the MCIS website, available in multiple languages
- use of a designated interpreter to monitor and evaluate calls for direct feedback

Translation Services

Document translation services will be provided by MCIS as required by LAO or Clinics.

Services shall be available in over 200 languages.

All translators will be covered under MCIS' Errors and Omissions policy.

Translation quotes will be provided, based on the word count of the source text.

Translation turnaround times are as set out below.

Document Size (words)	Translation Schedule	Proof-reading Schedule	Total Turnaround Time
Up to 1000	1 day	1 day	48 hours
1000 to 2000	2 days	1 day	3 days
3000 to 10,000	2-3 days	1-2 days	3-5 days
10,000+	Mutually agreed upon	Mutually agreed upon	Mutually agreed upon

Translators are screened by MCIS and qualifications are required. MCIS shall recruit translators, revisers and editors based on the highest criteria set out by the Canadian Translators, Terminologists and Interpreters Council (CTTIC). Translators on the MCIS roster must be certified members of CTTIC and its provincial member associations, and/or hold a university degree in Translation Studies, Linguistics or the target language with a combination of relevant translation experience in the field.

Translators are evaluated and monitored for performance. Feedback forms are used to measure performance.

Data Collection and Service Reporting

Interpretation and translation request details and actual usage of languages services will be tracked. Regular quarterly statistical reports to LAO will include a description of services provided, including information as set out in Schedule "C", and will include volume trend analysis and reports on customer complaints, if any were made during the quarter, and resolution of complaints.

Data retention by MCIS shall not include personal information, including names, of LAO and clinic clients who receive interpretation services. The names or other identifying information of the LAO or Clinic staff requesting the service shall be recorded and retained.

The reporting format provided to LAO will ensure that service usage by LAO/Client Service Centre is identified, tracked and reported separately from usage by Clinics and that usage by Clinics is reported globally and also broken down by Region. Reporting on Clinic usage will include identification, tracking and reporting on which individual Clinics received particular services.

Customized statistics/reports may be required on notice by LAO.

Schedule A-1: Available Interpreters and Languages

The following list of available interpreters, listed by language, has been provided by MCIS in their proposal to LAO and will be relied upon by LAO.

ACHOLI	CREOLE (E)	GERMAN	KOREAN	OJI-CREE	SWAHILI
AKAN	CROATIAN	GIKUYU	KROBO	OROMIFFA	SWEDISH
AFRIKAANS	CZECH	GREEK	KISWAHILI	OROMO	TADJIKI
ALBANIAN	DANISH	GUJARATI	KURDISH - KURMANDJI	PANGASINENSE	TAGALOG

ASL	DARI	GWICHIN	KURDISH - SORANI	PASHTO	TAIWANESE
AMHARIC	DEAF-COMMUNITY SIGN LANGUAGE	HAKKA	KUTCHI	PIDGIN ENGLISH	TAMAZIGHT
ARABIC	DENE	HARERI	LAOTIAN	PILIPINO	TAMIL
ARMENIAN	DINKA	HAUSA	LATVIAN	POLISH	TATAR
ASHANTI	DHOLUO	HAVARI	LINGALA	PORTUGUESE	TELUGU
ASSYRIAN	DOGRIB	HEBREW	LITHUANIAN	PORTUGUESE-AZORES	THAI
AZARY	DUTCH	HINDI	LSQ	PORTUGUESE-BRASILIAN	TIBETAN
AZERBAIJANI	DZONGKHA	HMONG	LOW GERMAN	PUNJABI	TIGRE
AZERY	EDO	HUIZHOU	LUGANDA	ROMANIAN	TIGRIGNA
BAHASA	ENGLISH	HUNGARIAN	MACEDONIAN	RUNYANKORE	TOISHAN
BELORUSSIAN	ERITREAN	ICELANDIC	MALAY	RUSSIAN	TURKISH
BENGALI	ESAN	IBO	MALAYALAM	RUTOORO	TURKMEN
BSL	ESTONIAN	IGBO	MALTESE	SAULTEAUX	TWI
BOSNIAN	EWE	ILOKANO	MANDARIN	SERBIAN	UKRAINIAN
BULGARIAN	FANTI	INTERNATIONAL SIGN LANGUAGE	MANDINGO	SERBO-CROATIAN	URDU
BURMESE	FARSI	INDONESIAN	MANDINKA	SHANGHAISE	UYGHUR
CAMBODIAN	FINNISH	INUINAKTUN	MARATHI	SHILLUK	UZBEK
CANTONESE	FLEMISH	INUKTITUT	MICMAC	SHONA	VIETNAMESE
CEBUANO	FORMOSAN	ITALIAN	MELANESIAN	SIGN SUPPORTED ENGLISH	VLAAMS
CHALDEAN	FRENCH	JAPANESE	MIN NAN	SICILIAN	WOLOF
CHAOCHOW	FRENCH-CANADIAN	JAVANESE	MOHAWK	SINDHI	XHOSA
CHIPEWAYAN	FRISIAN	KACHCHI	MONGOLIAN	SINHALA	YIDDISH
CHIU CHOW	FUCHOWNESE	KALENJIN - KIPSIGIS	NATIVE SIGN LANGUAGES	SLAVEY-NORTH	YORUBA
CREE	FUKIANESE	KALENJIN - NANDI	NDEBELDE	SLAVEY-SOUTH	YUE
CREE-W COAST SWAMPY	FUR	KANNADA	NEPALI	SLOVAK	ZULU
CREE-JAMES BAY	FUZHOU	KAREN	NORWEGIAN	SLOVENIAN	
CREE -PLAINS	GA	KHMER	NUER	SOMALI	
CREE-WOODLANDS	GANDA	KINYARWANDA	NZIMA	SPANISH	
CREOLE	GEORGIAN	KIRUNDI	NYANJA	OJIBWAY	

As set out in the list above, service is available in the following Canadian Aboriginal languages: Cree, Cree-Plains, Cree-James Bay, Cree – W Coast Swampy, Cree-Woodlands, Gwichin, Inuinaktun, Inuktitut, Micmac, Mohak, Ojibway, Oji-Cree, Saulteaux, Slavey-North, Slavey-South.

Schedule A-2: Incorporation of MCIS Proposal

The proposal submitted to LAO on June 24, 2013 and titled, "**Response to the Request for Proposal No. LAO 2013-010 For Provision of Multi-Language Interpretation and Translation Services**" shall be incorporated into and shall form part of this Agreement.

SCHEDULE "B" (Fees and Pricing)

Services provided to LAO and to Clinics will be billed to LAO.

Call volume, call length, and languages required are not known in advance. Pricing of services provided to LAO and Clinics will be scaled according to actual usage, and will be based on the rates set out below.

LAO will be billed for the time spent talking with the interpreter; no charges will be incurred for connect or on-hold times.

LAO will be billed for services on a once-per-month basis in accordance with Schedule C.

MCIS offers up to [REDACTED] per year in free services for clients who access the service of duty counsel at the courts

No cancellation fees with 24 hours' notice.

Immediate Telephone Interpretation Rates

Number of Minutes/month	Hungarian	All Other Languages
	\$CDN/minute	\$CDN/minute
40,000 and up	[REDACTED]	[REDACTED]
30,000 - 39,999	[REDACTED]	[REDACTED]
20,000 - 29,999	[REDACTED]	[REDACTED]
10,000 - 19,999	[REDACTED]	[REDACTED]
0 - 9,999	[REDACTED]	[REDACTED]

In-Person & Sight Translation Interpretation Rates (No Travel Costs for Interpreters in cities)

Number of Assignments / month	Scheduled with Advance Notice	Available Without Advanced Notice	Minimum Time Required for Advance Notice	Minimum Time
	\$CDN/minute	\$CDN/minute	Days	Hours
400 and up	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
300 -399	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
200 -299	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
100 - 199	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0 - 99	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

- MCIS unlike its competitors has a proven record of fulfilling over 98% of clinic assignments all over Ontario with MCIS trained and tested professional interpreters.
- MCIS guarantees a fulfillment rate of over 98% of MCIS trained and tested professional interpreters to clinics at the rates above and agrees to pay a penalty of [REDACTED] / assignment for assignments that are unfulfilled under 98%.

In-Person & Sight Translation Interpretation Daily Rates (No Travel Costs for Interpreters in cities)

	Scheduled with Advance Notice	Available Without Advanced Notice	Minimum Time Required for Advance Notice	Minimum Time
	\$CDN/minute	\$CDN/minute	Days	Hours
Half Day In-	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Person				
Daily In-Person	█	█	█	█

Scheduled Telephone & Message Relay Interpretation Rates

Number of Assignments / month	All Languages	Minimum Time
	\$CDN/minute	Minutes
300 and up	█	█
200 - 299	█	█
100 - 199	█	█
50 - 99	█	█
0 - 49	█	█

Video Interpretation Rates (█ admin fee per assignment)

Scheduled Interpretation Service	Scheduled in Advance	Minimum Time Required for Advance Notice	Minimum Time
	\$CDN/minute	Hours	Minutes
Video	█	█	█

ASL & LSQ Interpretation Rates (Travel charges may apply depending upon location for in-person)

Scheduled Interpretation Service	Scheduled in Advance	Minimum Time
	\$CDN/minute	Hours
Video	█	█
In-Person	█	█

Translation Rates (Additional Rounds of Revision, Proofreading, Updating and Desktop Publishing at █)

	Top 12 Languages	Aboriginal Languages	All Other Languages
Minimum 300 Words	\$CDN/word	\$CDN/word	\$CDN/word
General Text	█	█	█
Legal/Medical Documents	█	█	█

LAO's terminology is in MCIS' Translation Memory making it eligible for on-going discounts based on word matches

For Certified/Notarized translations please add █

Transcription Rates

Minimum 30 minutes	\$CDN/minute
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General Audio/Video	█
Legal Audio/Video	█

For Certified/Notarized translations please add \$19

CART Rates (Travel charges may apply depending upon location for in-person) (█ admin fee/assignment)

Scheduled Interpretation Service	Scheduled with Advance Notice	Available Without Advanced Notice	Minimum Time Required for Advance Notice	Minimum Time
	\$CDN/minute	\$CDN/minute	Days	Hours
CART	█	█	█	█

Braille Rates (█ admin fee per assignment)

	\$CDN/page
All text	█

SCHEDULE "C" (Invoice information)

Monthly invoices provided to LAO shall contain detailed billing information and must include the following:

1. Date of Invoice
2. Invoice number
3. Contract number or customer number (eg Corporate Information Number or CIN)
4. Period for which billing is submitted (start date and end date)
5. Total cost of services (HST must be included)

Invoices must be broken down as follows:

- Invoice for CSC services, broken down by individual user
- Invoice for other LAO staff user, if any, broken down by individual user
- Invoice for clinic/SLASS services, broken down:
 - By region, according to LAO's regional structure
 - By individual clinic or SLASS; and
 - By individual user

Invoices must also include a description of individual services provided, as follows:

Telephone interpretation services to LAO/CSC and to Clinics/SLASS

- Date of call
- Time of call
- Reference number
- Language of call
- Duration of call
- Duration of connection
- Name/ID of agent (LAO or individual Clinic) requesting the interpretation
- Name/ID of the Interpreter who serviced the call
- ID of the Language Service Facilitator who provided the connection
- Rate of billed language
- Total cost of call

- LAO usage and Clinic usage separated in invoicing
- Summary of total calls for the billing period, broken down for CSC, other LAO staff, and for clinics and SLASS
- Summary of total minutes for the billing period, broken down for CSC, other LAO staff, and for clinics/SLASS.

Scheduled in person (face to face), telephone or video interpretation services for LAO/Clinics:

- Date and time scheduled appointment requested
 - Date and time scheduled appointment took place
 - Language of scheduled appointment
 - Name/ID of Clinic or LAO staff requesting the appointment
 - Name/ID of the Interpreter who serviced the call
 - Identification of type of scheduled interpretation appointment (in person (face to face), immediate telephone, scheduled telephone, ASL, video)
 - Location of scheduled appointment, if face to face
 - Duration of scheduled appointment
 - Rate applied
 - Total cost for scheduled appointment
-
- Summary of total number of scheduled in-person (face to face), ASL, telephone or video interpretation services for the billing period
 - Summary of total duration of scheduled in-person (face to face), ASL, telephone or video interpretation services (in minutes)
 - Summary of total cost of scheduled in-person (face to face), ASL, telephone or video interpretation services

Translation services:

- Document length
 - Document type
 - Name and subject of document
 - Name of Clinic or LAO staff requesting document translation
 - Date request received and date request completed
 - Rate applied to translation
 - Cost of translation
-
- Summary of total number of document translation requests for the billing period
 - Summary of total cost of translation requests for the billing period

SCHEDULE "D"

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

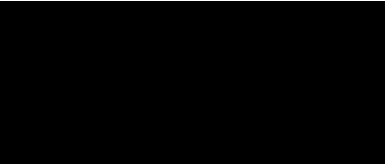
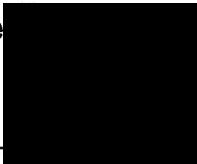
This confidentiality and non-disclosure agreement (the "agreement") is entered into and is effective as of *July 31, 2013* by and between Legal Aid Ontario ("LAO") and Multilingual Community Interpreter Services (MCIS Language Services) (the "Recipient").

1. In the performance of duties and responsibilities for LAO, the Recipient will become aware of confidential and proprietary information ("Information") related to LAO and its clients and stakeholders. This Information includes, but is not limited to, client, statistical, financial, technical, business, operational information and information related to LAO processes and/or computer systems.
2. Recipient will not disclose, publish, or disseminate Information to anyone other than those of its employees with a need to know, and Recipient agrees to take reasonable precautions to prevent any unauthorised use, disclosure, publication, or dissemination of Information. This paragraph is restricted by paragraph 4 in respect of personal information.
3. Recipient agrees to use Information for the sole purpose of performing its duties and responsibilities for LAO. Recipient agrees not to use Information otherwise for its own or any third party's benefit without prior written approval of an authorised representative of LAO in each instance.
4. The Recipient agrees that access to personal information which is in a form which identifies directly or indirectly the individual to whom the personal information relates will be given to the following named individuals only:
5. All Information, and any Derivatives thereof whether created by LAO or Recipient, remains the property of LAO and no license or other rights to Information is granted or implied hereby. For purposes of the agreement, "Derivatives" shall mean:
 - (a) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted;

- (b) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright and/or trade secret; and,
- (c) for patentable or patented material, any improvement thereon.
6. Within ten days of receipt of LAO's written request, Recipient will return to LAO all documents, records and copies thereof containing Information. The term "documents" includes all information fixed in any tangible medium of expression, in whatever form or format.
 7. The Recipient shall destroy upon the conclusion of the contract all the information identifying individuals which is in their possession which is not returned to LAO.
 8. The Recipient agrees not to contact any individual to whom personal information relates, directly or indirectly, without the prior written authority of LAO.
 9. The Recipient shall ensure that no personal information will be used or disclosed in a form in which the individual to whom it relates can be identified without the prior written authority of LAO.
 10. Recipient hereby acknowledges that unauthorised disclosure or use of Information could cause irreparable harm and significant injury to LAO that may be difficult to ascertain. Accordingly, Recipient agrees that LAO will have the right to seek and obtain immediate injunctive relief to enforce obligations under this agreement in addition to any other rights and remedies it may have.
 11. Upon default by the Recipient under any terms of this agreement, and at any time after the default, LAO shall have all rights and remedies provided by law and by this agreement. No delay or omission by LAO in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. All rights and remedies of LAO granted or recognized in this agreement are cumulative and may be exercised at any time and from time to time independently or in combination.
 12. The rights and obligations of this agreement shall survive and continue after any expiration or termination, for any cause, of Recipient's performance of duties and responsibilities for LAO and shall bind the parties and their legal representatives, successors and assigns.

13. The Recipient shall notify LAO in writing immediately if the Recipient becomes aware that any of the provisions set out in this agreement have been breached.
14. It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.
15. This agreement shall be governed by and be interpreted in accordance with the laws of the Province of Ontario.
16. No change or modification of this agreement shall be valid unless it is in writing and signed by each party.

In witness hereof the parties have signed and sealed this agreement this day of July, 2013.

Le  Per _____
The  Per: _____

Name: Robert W. Ward

Name: Latha Sukumar

Title: President and CEO

Title: Executive Director

Date: July 31, 2013

Date: July 25, 2013