

THIS AGREEMENT made as of September 26, 2013

BETWEEN

Legal Aid Ontario

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

AND

WSCS Consulting Inc.

(hereinafter referred to as the "**Consultant**")

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").

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 sole proprietorship resident in Canada, 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 at the completion of the Services.
- 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 **30th day of September, 2013** and shall be completed not later than the **4th day of October, 2013**.
- 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.
- 6.2 The Consultant shall, upon the request of the LAO, submit a final report to LAO Representative upon completion of the Services. When LAO has requested a final report, the Consultant shall, prior to submitting a final report, provide LAO with a draft of the final report for review and comment by LAO.

7.0 Personnel

- 7.1 The Services shall be performed by [REDACTED].

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
ATTN: Vince Correia
40 Dundas Street West., Suite 200
Toronto, Ontario
M5G 2H1
FAX (416) 979-1718

Consultant:

WSCS Consulting Inc.
[REDACTED]
320 Pike Lake Rte. 12
R.R.#3 Perth, Ontario
K7H 3C5

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 Vince Correia. 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 25 day of *SEPT.*, 2013

Legal Aid Ontario

Per: 

Name: *VINCE CORREIA*

Title: *ACTING DIRECTOR OF FINANCE*

I have authority to bind the corporation

DATED AT TORONTO this 30th day of *April*, 2013

Consultant

Per: 

Name: *TAMMY WOLFE*

Title: *CEO*

I have authority to bind the corporation

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

LAO requires the vendor to analyze the HR & Payroll systems and develop a detailed process map. This map should show every step in the process. It should include, but not limited to, identifying risk areas, effectiveness of current controls and gaps or lack of controls in the process

SCHEDULE "B" (Pricing and schedule of payments)

Bid Rate Form

| Role of Resource Assigned | Per Diem | Days Allocated | Line Total | Total Cost for Deliverable |
|----------------------------------|-----------------|-----------------------|--------------------|-----------------------------------|
| ██████████ | ██████████ | █ | ██████████ | ██████████ |
| ██████████ | ██████████ | ██████████ | ██████████ | ██████████ |
| Applicable Taxes (HST) | | | \$ 637.00 | |
| Total Project Cost | | | \$ 5,537.00 | |

SCHEDULE "C" (Invoice information)

BILLING INFORMATION REQUIRED

Every Invoice shall contain detailed billing information and must include the following:

- Services delivered
- Detailed Description of Services/product delivered
- Service/Product delivered date
- Cost per hour and total time taken
- Total Cost

SCHEDULE "D"

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement (the "agreement") is entered into and is effective as of _____ by and between Legal Aid Ontario ("LAO") and _____ (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 _____, _____.

Legal Aid Ontario

The Recipient

Per: _____

Per: _____

Name: _____

Name: _____

TAMMY WOLTERS

Title: _____

Title: _____

CEO

Date: _____

Date: _____

Sept 30/13