

RFP#: LAO 2015-007
RFP Title: Analytics and Business
Innovation Support

ANALYTICS AND BUSINESS INNOVATION SUPPORT AGREEMENT

THIS AGREEMENT is effective as of August 25, 2015.

BETWEEN

Legal Aid Ontario

("LAO")

AND

HDR Corporation

(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 it is:

(a) not a non-resident of Canada within the meaning of the Income Tax Act (Canada);

(b) a corporation incorporated under the laws of the Province of Alberta;

(c) duly registered and qualified to do business wherever necessary to carry out the terms of this Agreement;

(d) not a party to, and agrees not to enter into any agreement, business or other relationship in which it incurs any obligations which may conflict with this Agreement; and

(e) 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 worker-like manner and to a high standard of professional competence.

- 2.3 Acceptance or approval of any Services by LAO, 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. 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, working papers and manuals 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 this Agreement for any reason whatsoever, unless otherwise stipulated in this Agreement. No materials, documents, data, working papers or manuals may be removed from the work area without the written permission of the LAO Representative (as defined in paragraph 14.1), 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, as set out in Schedule "B", provided that the total liability of LAO under this Agreement shall not, in any event, exceed the amount of \$50,000 (including HST).
- 4.0 Billing**
- 4.1 The Consultant shall invoice LAO bi-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 the LAO Representative 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 **25th day of August, 2015** and shall be completed not later than the **24th day of August, 2016**. LAO retains the right to extend this completion date as it sees fit.

5.2 Time shall be of the essence. No extension or variation of this Agreement shall operate as a waiver of this provision.

6.0 Reports

6.1 The Consultant shall submit progress reports to the LAO Representative as requested.

6.2 The Consultant shall, upon the request of LAO, submit a final report to the 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 any LAO 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 the 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 the damage or claim was caused by the negligence or willful act of an employee or agent of LAO while acting within the scope of his/her employment or agency respectively.

9.2 LAO shall not be liable for any incidental, indirect, special or consequential damages or the Consultant's loss of any use, revenue or profit 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 the loss or claim it was caused by the negligence or willful act of an employee or agent of LAO while acting within the scope of his/her employment or agency respectively.

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 the Services performed and money paid up to and including the date of termination.

10.3 Upon termination, the Consultant shall immediately:

(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 associated materials reflecting, the current state of the Services to LAO; and

(b) deliver to LAO everything produced by the Consultant as a result this Agreement, and shall return everything supplied to it by LAO. Upon receipt of these materials, LAO will 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 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 the LAO Representative. The Consultant and each of its employees engaged in the performance of the Services shall each execute a confidentiality agreement in the form attached as Schedule "D" hereto. The Consultant acknowledges that LAO will suffer substantial and irreparable harm if any of these confidentiality clauses are breached and any such breach shall entitle LAO to immediately terminate this 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 as of the first business day following 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:

HDR Corporation
255 Adelaide Street West
Toronto, ON
M5H 1X9
FAX (647) 777-4901

Each party shall immediately advise the other in writing of any change in its address.

14.0 Representatives

14.1 The LAO Representative is Charles Lafortune. The Consultant's Representative is [REDACTED]. Each party shall immediately advise the other in writing of any change in its Representative.

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 its officers, directors, employees, representatives, agents and assigns, shall not, under any circumstances, 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 and sub-contractors, including, without limitation, those related to Workplace Safety and Insurance, Canada Pension Plan, Employment Insurance, Employee Health Tax 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 for seven (7) years after 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 is declared insolvent or bankrupt, or if any assignment of the Consultant's property is made for the benefit of creditors or otherwise, or if a trustee in bankruptcy or similar officer or a receiver is 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 applicable laws of Ontario and Canada. The parties agree that the Courts of Ontario shall have jurisdiction to oversee 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.

Legal Aid Ontario

Name: Charles LaFortune
Signature: [REDACTED]
Title: Director General
Date: August 13, 2015

I have authority to bind the corporation

Consultant

Name: STEPHEN LIPKUS
Signature: [REDACTED]
Title: MANAGING DIRECTOR, SR. VICE PRESIDENT
Date: AUGUST 12, 2015

I have authority to bind the corporation

Schedule "A" – Description of Services

The Consultant will provide LAO's Provincial Case Management Office department ("PCMO") the following enhanced business innovation services.

General Services:

Services will include, but not be limited to, project based analytics, model development, program analysis, document support for project business cases, and development of tools for evidence-based recommendations.

Project-Specific Services:

Project-specific services will include, but not be limited to, data collection and analysis, query development, project and stakeholder management, and business planning. Other business innovation services may be required based on particular project or initiative objectives. The Consultant will work with the PCMO Business Development and Innovation team, as well as with LAO project team members from outside PCMO, to aid in the completion of assigned work packages.

Work Package Definition:

The scope of services to be provided will embody an engagement-by-engagement approach. PCMO will assign HDR work packages relative to its current and potential project and initiative portfolio. The services to be delivered within each particular work package will have their own unique scope and deliverables, as set by the project's sponsor and/or governing working group and/or management team.

The scope and timeline for delivery of each work package will be agreed upon by PCMO and the Consultant prior to commencement of each discrete work package. Where clear deliverables are to be determined, the scope of services relative to a particular work package may be developed iteratively with input from PCMO. The Consultant will propose an initial workplan to be utilized in realizing work package deliverables, and will identify LAO and PCMO stakeholders required to aid in its completion. PCMO will approve, in writing, all workplan proposals prior to commencement of work.

Work Package Delivery

This contract will involve delivery of three to five work packages. Delivery of a given work package will be completed within one to three months' time, or longer only if approved by PCMO prior to the commencement of work. The Consultant will acknowledge and commence actioning of PCMO's request for service within 48 hours of receiving the request. Work package completion is defined as the answering of the original business question, as well as delivery of materials as agreed-to prior to the commencement of work. Materials will include presentation and reporting documentation that clearly communicates both the original business problem and proposed/realized solution.

Work Package Summary Documentation

Prior to commencing work on a given work package, the Consultant will produce a Work Package Summary that will set out the following for LAO's approval:

- a) **Description:** the Consultant will define the scope of the work package and describe the business question or problem, and objectives, to be addressed by the package;

- b) **Deliverables:** clearly define the deliverables to be delivered upon by the work package;
- c) **Timelines/Durations:** projected timeframe to complete the work package and meet all deliverables;
- d) **Methodology:** description of how the Consultant will realize each deliverable and proposed methodology; and
- e) **Maximum billings:** The Work Package Summary will include a maximum billable amount, including HST. The Consultant will bill LAO for delivery of the work package, and assigned resources, including Project Manager, quality assurance, statistician, economist, and analyst activities.

Example Work Package Summary:

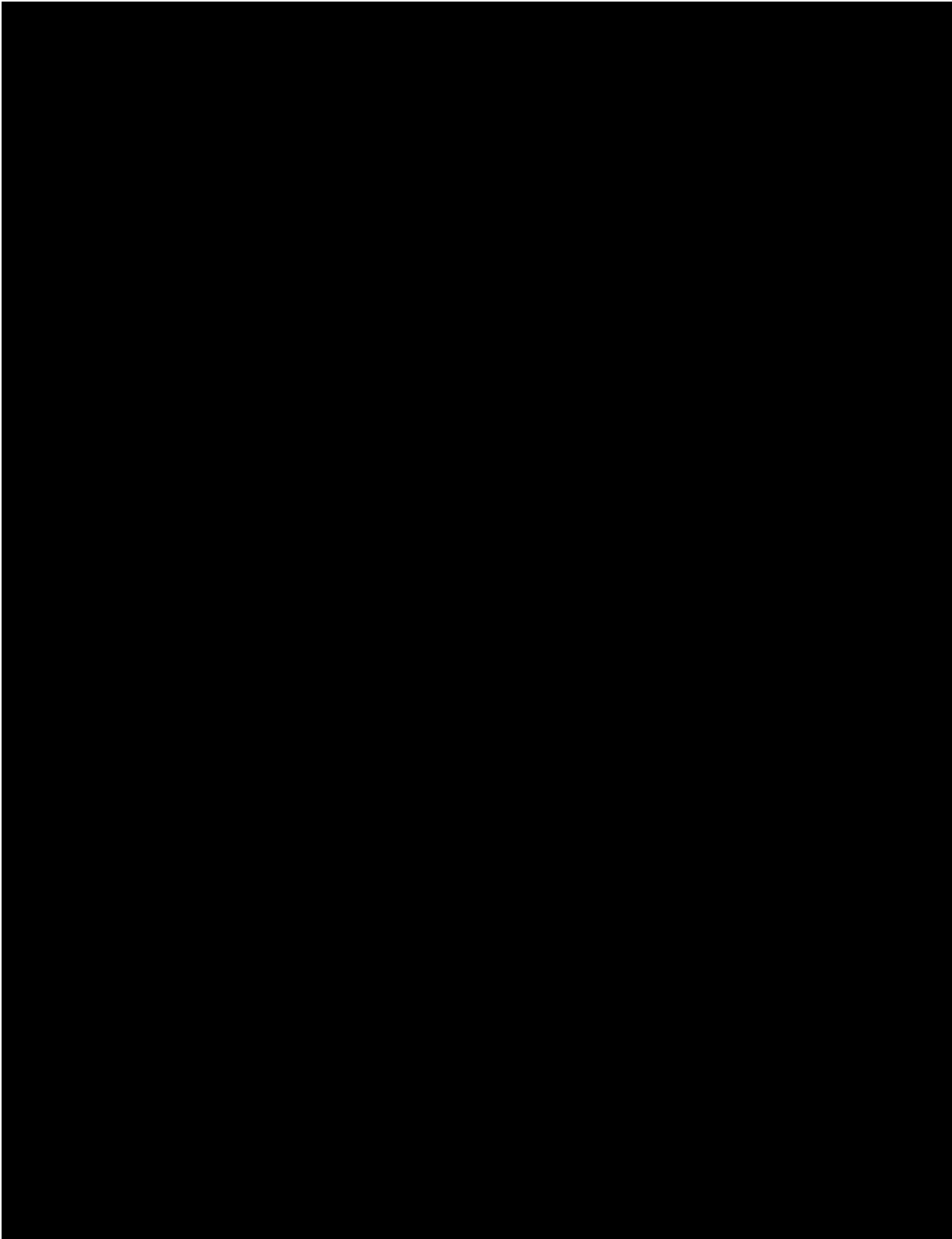
Work Package Summary	
Project Name:	
Description of Work Package:	
Deliverable(s):	
Timeline/Duration:	
Approach/ Methodology:	
Maximum Billing:	

Schedule "B" – Cost

LAO shall pay to the Consultant the fees and any amounts allocated for disbursements, as set out below, provided that the total liability of LAO under this Agreement shall not, in any event, exceed the amount of \$50,000 (including HST).

Task	Resource Type Required	Price Per Hour (\$CAD Incl. HST)	Per Diem Rate (\$CAD Incl. HST)
Project Based Analytics	Project Manager		
	Quality Assurance		
	Principal Statistician		
	Analyst		
Model Development	Project Manager		
	Quality Assurance		
	Principal Economist		
	Analyst		
Program Analysis	Project Manager		
	Quality Assurance		
	Principal Economist		
	Analyst		
Business Cases	Project Manager		
	Quality Assurance		
	Principal Economist		
	Analyst		
Recommendations	Project Manager		
	Quality Assurance		
	Principal Statistician		
	Analyst		

Schedule C – Invoicing



SCHEDULE "D"

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement (the "Confidentiality Agreement") is entered into and is effective as of August 25, 2015 by and between Legal Aid Ontario ("LAO") and each of HDR Corporation, [REDACTED]

[REDACTED] (each a "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. The Recipient will not disclose, publish, or disseminate Information to anyone other than those of its employees with a need to know, and the Recipient agrees to take reasonable precautions to prevent any unauthorised use, disclosure, publication, or dissemination of Information.
3. The Recipient agrees to use Information for the sole purpose of performing its duties and responsibilities for LAO. The Recipient agrees not to use Information otherwise for its own or any third party's benefit without the prior written approval of the LAO Representative in each instance.
4. The Recipient agrees that access to Personal Information (as defined in Ontario's *Freedom of Information and Protection of Privacy Act*) 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: Dennis Bruce, May Raad, Serguei Kouznetsov, Alex Kotsopoulos, Fred Kramer, Eric Bill, Elena Nepokrytova, and Rui Duan.
5. All Information, and any Derivatives thereof whether created by LAO or the Recipient, remains the property of LAO and no license or other rights to Information is granted or implied hereby. For purposes of this Confidentiality 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, the 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. Upon the conclusion of the Agreement, the Recipient shall destroy all documents containing information that identifies individuals which is in the Recipient's possession and 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 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. The 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, the Recipient agrees that LAO will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Confidentiality Agreement in addition to any other rights and remedies it may have.
11. Upon default by the Recipient under any terms of this Confidentiality Agreement, and at any time after the default, LAO shall have all rights and remedies provided by law and by this Confidentiality 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 Confidentiality 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 Confidentiality Agreement shall survive and continue after any expiration or termination, for any cause, of the Recipient's performance of duties and responsibilities for LAO and shall bind the parties and their legal representatives, successors and assigns.
13. The Consultant shall notify LAO in writing immediately if the Consultant becomes aware that any of the provisions set out in this Confidentiality Agreement have been breached.
14. It is intended that all provisions of this Confidentiality 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 Confidentiality 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 Confidentiality Agreement shall be valid unless it is in writing and signed by each party.

In witness hereof the parties have signed and sealed this Confidentiality Agreement this
13 day of August, 2015.

Legal Aid Ontario

Name: _____
Signature: Charles Laferture
Title: Director General
Date: August 13, 2015

I have authority to bind the corporation.

HDR Corporation

Name: STEPHEN LIAKUS
Signature: _____
Title: MANAGING DIRECTOR, SR. VICE PRESIDENT
Date: AUGUST 12, 2015

I have authority to bind the corporation.

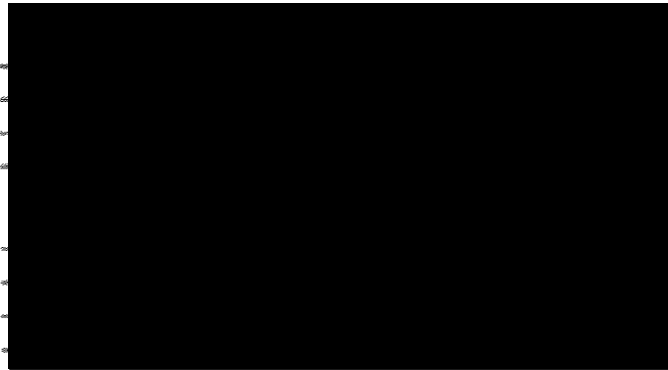
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