

RFP#: LAO 2015-  
RFP Title:

## NAME OF AGREEMENT

THIS AGREEMENT is effective as of August 1, 2015.

BETWEEN

**Legal Aid Ontario**

**("LAO")**

AND

**Public Interest Strategy & Communications**

**(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 Ontario;

(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.
- 4.5 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 \$79,633.75(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".
- 2.7 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 1st day of December, 2015 and shall be completed not later than the 30<sup>th</sup> of June 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:**

Public Interest Strategy & Communications  
340 Harbord Street  
Toronto, ON  
M6G 1H4  
[REDACTED]

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

**14.0 Representatives**

14.1 The LAO Representative is Kristian Justesen. 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: \_\_\_\_\_  
Signature: CHRIS BENNETT  
Title: BUSINESS MANAGER, POLICY, RESEARCH & EXTERNAL RELATIONS  
Date: JAN 29 / 2016

I have authority to bind the corporation

**Public Interest Strategy & Communications**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 1 FEB 2016

I have authority to bind the corporation



## Schedule "A" – Description of Services

### SCOPE OF WORK

#### OBJECTIVE

Public Interest will conduct research and develop recommendations toward defining an overall PLEI strategy and service delivery continuum that utilizes best practices in delivering public legal information in ways that are accessible to the whole of LAO's current and potential client population. This research will consider the specific needs of stressed audiences, accounting for learning modalities and accessible guided pathways to navigating knowledge, with a focus on the comprehension and retention of information provided in-person, print, and online media.

#### PROJECT START-UP

Public Interest will commence the PLEI Research and Analysis project by convening a project startup meeting between the project lead and LAO's project lead. The purpose of this meeting will be to establish a reporting structure between Public Interest and LAO, as well as to finalize the proposed work plan and the division of responsibilities. Throughout the course of the project, Public Interest is committed to facilitating frequent conversations and bi-weekly meetings between the research team and LAO to provide updates on research progress and to ensure that the project is on budget and consistent with LAO's goals and objectives. These meetings will also serve as opportunities to keep the project team informed about relevant updates from the parallel knowledge management project, and for researchers to discuss LAO's long-term objectives in order to create a report that best reflects the strategic direction of the organization.

**Client responsibilities:** the LAO Representative will be responsible for facilitating relationships between the Public Interest research team and other LAO staff, community partners, and other stakeholders as necessary and appropriate for advancing project deliverables and ensuring PI's research team has adequate and appropriate access to data and information proprietary to LAO.

#### COMMUNICATION STRATEGY

Public Interest will develop a strategy for demonstrating transparency and keeping stakeholders up-to-date about the project's research and engagement activities. Public Interest will build a project website that will ensure participating stakeholders are able to stay informed about the process, access outreach materials, and view elements of the research as it is collected. The website will include a description of the project, a calendar of events, frequent updates about findings, a question and answer page, and contact information.

**Client responsibilities:** the LAO Representative will be responsible for providing Public Interest with feedback to inform the development of a communication strategy that will engage all project stakeholders, including internal LAO staff. The LAO Representative will be responsible for ensuring that the communications tools and strategies developed are adequately employed to ensure active engagement with project stakeholders who have direct relationships with LAO.

#### LITERATURE REVIEW

Public Interest will conduct a literature review surveying existing research of the learning modalities and information seeking patterns of individuals and groups experiencing varying levels of stress and

various states of emotional, intellectual, and mental health, with specific attention to the comprehension and retention of online media. The review will explore how these experiences of stress and varying mental, intellectual, and emotional states intersect with other barriers PLEI audiences may experience. This literature review will also be informed by existing research and information available through the PLE Learning Exchange. Through this research we will identify effective PLEI models and mechanisms, review the best programs and the most significant innovations, and review best practices and strategies for coordinating and delivering PLEI in a way that is accessible to stressed audiences. Public Interest will augment previous research of relevant academic and grey literature, which includes the articles outlined in the original RFP and their bibliographies, identifying leading PLEI programs and practices in Canada and abroad relevant to the core objective of developing a coordinated and innovative PLEI strategy. The review will also drill down into the most promising models by developing brief case studies where applicable and conducting follow up interviews with leaders on those projects where appropriate.

In the review, specific attention will be paid to the legal self-help models being pioneered by The Dutch Legal Aid Board and The British Columbia Legal Aid Society identified in the RFP, as well as outstanding examples of effective PLEI projects in the healthcare sector, such as those in Minnesota and Hamilton, and any best practices or models of public education designed to be accessible to stressed audiences that we find through our research. The review will identify and categorize leading PLEI programs, resources, delivery mechanisms, and innovative tools, as well as programs deemed to be inaccessible or of limited use, with a focus on online interactive PLEI platforms. Public Interest will also explore best practices and strategies that will help develop and administer a coordinated and economically efficient PLEI system. Attention will be paid to cases addressing the impact of outsourced versus in-house approaches.

**Client responsibilities:** Within a reasonable time of the project start, the LAO Representative and any other staff they involve as part of LAO's project team are responsible for submitting suggestions for literature to be included in the Literature Review during the review phase.

#### **DOCUMENT REVIEW**

Public Interest will collect and conduct a review of internal documents and external materials that pertain to public legal education activities and initiatives, either delivered or funded by LAO. Informed by the findings of our literature review on learning and stress, CLEO's environmental scan, and feedback from clients about their needs regarding content and mediums, Public Interest will review a selection of these materials to assess their accessibility based on guidelines developed from our findings. This selection will aim to reflect a broad scope of areas of law, methods of information delivery, and sources of information.

**Client responsibilities:** the LAO Representative is responsible for ensuring the Public Interest research team has appropriate access to internal documents that will inform their research activities without contravening LAO confidentiality policies.

#### **SURVEYS AND INTERVIEWS**

Public Interest will develop a survey to be administered by LAO through LAO's existing client channels, to collect direct feedback on user needs and unique information gathering requirements. The survey will also be designed to complement, where necessary, findings from CLEO's environmental scan in order to identify knowledge gaps, information-seeking patterns, and barriers to

accessing, comprehending, and retaining information. In addition to being administered by LAO, the survey will be made available online.

If necessary, Public Interest will develop a survey for LAO staff and/or service providers to supplement information in CLEO's environmental scan, to fulfill this project's research objectives.

### **KEY INFORMANT INTERVIEWS**

Informed by the findings in CLEO's environmental scan, Public Interest will conduct Key Informant Interviews (KIs) with LAO staff, focusing on strategies for integrating PLEI into the organization's service continuum, and for integrating the PLEI activities of community legal clinics, including CLEO, into LAO's overarching strategy. Further, interviews will be conducted with health service providers identified as leaders in using innovative technologies to deliver public education services to determine possible applications for new technologies in the development of LAO's PLEI strategy.

Key Informant interviews will also be held with courtroom staff including judges, justices of the peace, and/or law clerks as available. The objective of these interviews will be to survey for and identify potential audiences that are not receiving the support and education they need prior to presenting themselves before the courts, through a lens of accessibility informed by findings from our research on the effects of stress on comprehension and retention of information. This will also serve as an opportunity to understand the needs of the middle-income and working poor individuals who typically represent themselves. In particular, the interview will attempt to assess the most common areas of self-representation, the average level of competence or capacity to self-represent, and the level of understanding of legal rights and processes demonstrated by these individuals. These interviews will help assess the efficacy and prevalence of self-representation and its impact on the ability of middle-income populations to navigate legal processes effectively and efficiently through the eyes of court officials.

Public Interest will also conduct KIs with PLEI service providers, community agencies, and trusted intermediaries in order to understand the needs, strengths and opportunities that may lie in external partners. These interviews, while offering further insight into the work currently done by key agencies, will also help to provide a sense of current and emerging community needs, and to identify areas for improvement and innovation. Complementing CLEO's environmental scan, these KIs will also help to identify potential 'audiences' for PLEI that are not currently being served, with an emphasis on higher level low-income earners and the working poor. Public Interest will also discuss different types of PLEI structures, and gauge interest on the part of service providers to innovate and experiment with new methods. If necessary for complementing the findings in CLEO's environmental scan, an estimated five KIs with service providers, community agencies, and trusted intermediaries will be conducted across Ontario, in the Northern, Eastern, and Southwestern regions, and three in the GTA including Barrie and Orillia.

**Client responsibilities:** the LAO Representative will be responsible for facilitating contact between the Public Interest research team and project stakeholders at LAO and external to LAO as identified as appropriate interview subjects according to the project objectives.

### **FOCUS GROUPS**

Public Interest will conduct focus groups with clients to identify the information gaps and knowledge-seeking patterns of LAO's current clients.

At minimum, Public Interest suggests holding five focus groups with current PLEI clients, ensuring adequate representation of the different populations that PLEI legal services commonly target, including urban, rural, Francophone, Northern, and racialized newcomer populations. Clients will offer their perspective on where they observe gaps in the PLEI available and how it is provided, and approaches to PLEI that need to be updated to align with their current and future needs. Coupled with the information gathered from service providers through the survey, this process will help to identify strengths, weaknesses, and areas of improvement regarding the accessibility of the presentation and delivery of legal education content for current clients. Public Interest will also explore client reactions to the use of technology in delivering PLEI services, and to various examples of information delivery through online tools. This will be a means of gauging potential strategies for integrating technology and web-based learning into existing PLEI service delivery, informing recommendations for content development and delivery.

Finally, Public Interest will hold a focus group with Aboriginal PLEI service providers and community partners, and another with Aboriginal clients, to ensure that the unique information-gathering needs of off- and on-reserve Aboriginal populations are reflected in the research process. The design of these focus groups will be informed by our research on accessible content delivery for stressed audiences. Public Interest will contact Aboriginal Legal Services Toronto (ALST), Nishnawbe Aski (NAN) Legal Services, Aboriginal Friendship Centres, and other on-reserve service providers and collaborate with these agencies to recruit and facilitate the Focus Group. Client responsibilities: the LAO Representative will be responsible for putting Public Interest's research team in contact with appropriate project stakeholders who will lead efforts to recruit focus group participants.

#### **FINAL REPORT**

Once the research process for this project is complete, Public Interest will prepare a final report that will include findings from the data collection and analyses. Public Interest will organize the presentation of the results into two segments. The first will be a report on findings that presents qualitative and quantitative data summaries based on the all the stages of research outlined above. The second aspect of the final report will be a SWOT analysis to review the data presented in CLEO's Environmental Scan along with the findings and case studies from our research, in order to identify strategic options for the development of a comprehensive, coordinated, innovative and responsive PLEI strategy for LAO. Strategic options will include recommendations on strategies for providing information and creating learning pathways that are accessible to LAO's current and expected (newly-qualifying) client base, potential clients (people on the higher end of the low-income scale and the working poor who may not currently qualify for aid but cannot afford private legal aid), with a focus on accommodating stressed audiences accessing information online. The report will include a guide to developing and managing online content, and identifying best practices in information management techniques as they relate to the provision of public legal information content online or through other sources.

Public Interest will draft a final report to present to LAO. Public Interest will then incorporate any revisions from LAO into a final report.

Scope of Work is subject to change upon written agreement between LAO and the consultant.

### Schedule "B" – Cost

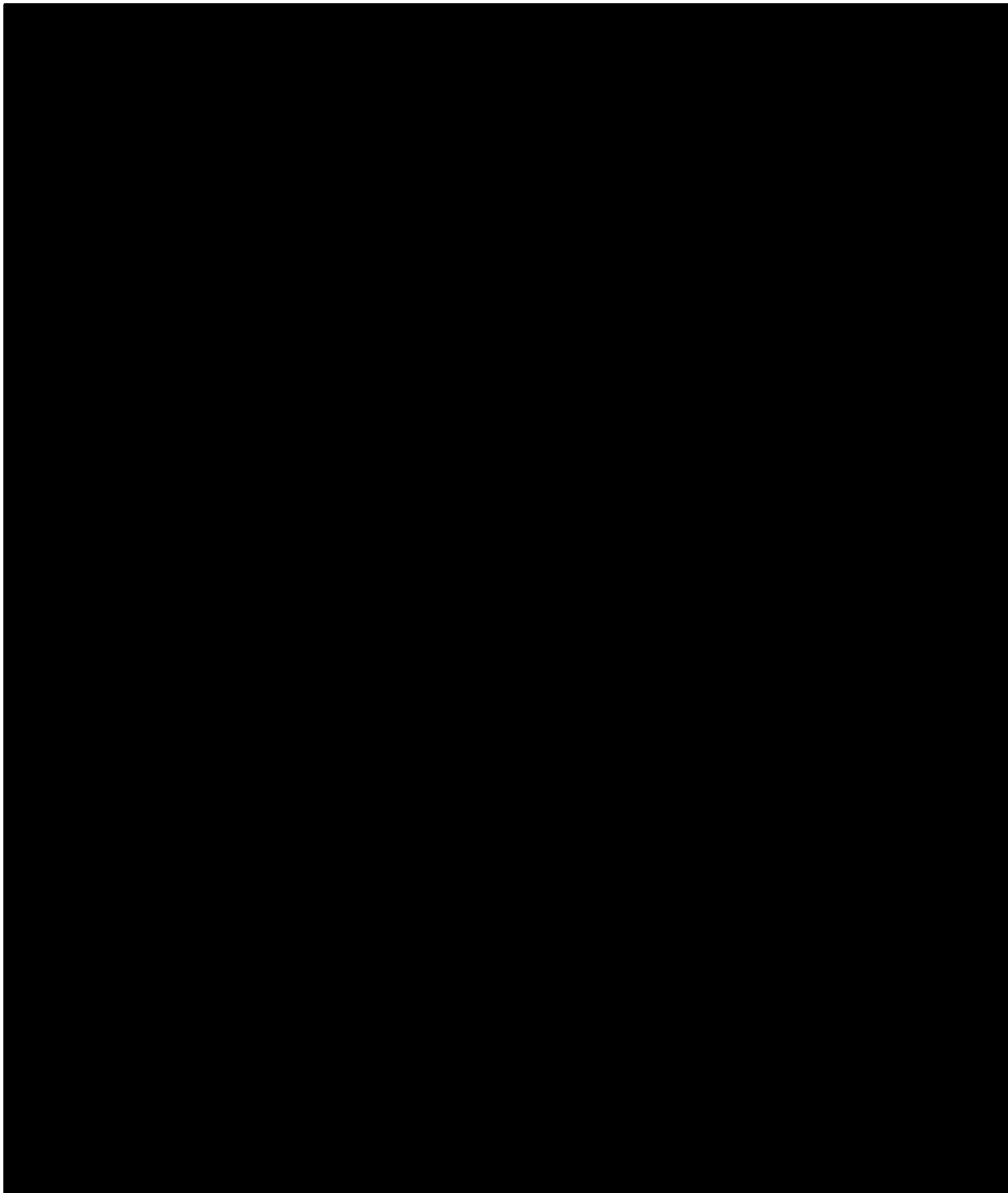
LAO shall pay to the Consultant the fees as set out below, provided that the total liability of LAO under this Agreement shall not, in any event, exceed the amount of \$79,633.75 (including HST).

#### Estimated Schedule of Events

- |                                |   |                   |
|--------------------------------|---|-------------------|
| 1. Instalment I (Upfront Cost) |  | January 30, 2016  |
| 2. Instalment II               |  | February 29, 2016 |
| 3. Instalment III              |  | March 30, 2016    |

These dates are subject to change upon written agreement between LAO and the consultant.

**Schedule C – Invoicing—ATTACH SAMPLE INVOICE**



## 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 1, 2015 by and between Legal Aid Ontario ("LAO") and each of Public Interest Strategy & Communications, [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: [REDACTED]
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  
day of ~~June, 2015.~~ JAN 2016

**Legal Aid Ontario**

Name: \_\_\_\_\_  
Signature: CHRIS BENNETT  
Title: BUSINESS MANAGER, TRAINING, RESEARCH + EXTERNAL RELATIONS  
Date: JAN 29, 2016

I have authority to bind the corporation.

**Public Interest Strategy & Communications**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 7 FEB 2016

I have authority to bind the corporation.

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 1 FEB 2016

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 2 Feb, 2016

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
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Date: \_\_\_\_\_

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