



Legal Aid Ontario

Secure Transcription Services Support

Agreement with Lebeau Transcription Services Inc.

Secure Transcription Services Support Agreement

THIS AGREEMENT is effective as of July 1, 2015 (the "Effective Date")

BETWEEN

Legal Aid Ontario

("LAO")

AND

Lebeau Transcription Services Inc.

(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; or, a corporation incorporated under the laws of Canada;

(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 workerlike 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 of the Services or termination of the 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 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, all as set out in Schedule "B", provided



that the total liability of LAO under this Agreement in any Contract Year (i.e. from July 1 through the subsequent June 30) 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 **1st day of July, 2015** and shall be completed not later than the **30th day of June, 2016**.

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]
[REDACTED]

7.2 The Consultant will not knowingly solicit the employment of any 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 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 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.

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 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:

(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 the LAO Representative. The Consultant and its employees engaged in the performance of the Services (each a "Recipient") 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"), ordinary prepaid mail, or E-mail. The Consultant shall provide LAO with the E-mail address of a senior representative, and are obliged to notify LAO immediately should the E-mail address ever change.

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, FAX, or E-mail.

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



LEGAL AID ONTARIO
AIDE JURIDIQUE ONTARIO

LAO:

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

Consultant:

Linda A. Lebeau
Lebeau Transcription Services Inc.
381 McDermitt Dr.
Rockland, ON K4K 1K9

Phone: (613) 892-1587

E-mail: lebeautranscriptions@gmail.com

Each party shall promptly advise the other of any change of address.

14.0 Representatives

14.1 The LAO Representative is Rodney Smith. The Consultant's Representative is Linda A. Lebeau. 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, 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-contractor, including, without limitation, those related to Workplace Safety and Insurance, Canada Pension Plan, Employment 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 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.

28.0 Security and Technical Requirements

28.1 The Consultant confirms Government of Canada Security Clearance level 1 (Confidential) of all staff/contractors assigned to provide agreed-to Services outlined herein, as per Schedule "E".

28.2 The Consultant confirms that data centre(s) and equipment utilized to store information provided by LAO are not publicly accessible and are physically located in Canada.

28.3 The Consultant agrees that offices used in relation to Services provided pursuant to the Agreement maintain a Security level of 'Operations Zone'.

28.4 The Consultant confirms that no information provided by LAO will ever be stored on removable data disks and/or other removable electronic media, and that staff/contractors assigned to provide Services outlined herein will work solely on the Consultant's secure infrastructure.

28.5 The destruction of electronic information received by LAO will implement the Department of Defense clearing and sanitizing standard DOD 5220.

28.6 The Consultant will provide Secure File Transfer Protocol encryption (AES 256), through which materials in electronic format will be received and transferred.



- 28.7 The Consultant's staff/contractors will always access files using Secure Socket Layer (SSL) encryption with strong authentication as a named user from every access point the Consultant provides for its staff/contractors.
- 28.8 The security requirements applicable to accessing the Consultant's secure server(s) shall adhere to LAO's password policy, and, at a minimum, will require a mandatory password change at least once every 90 days.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DATED AT TORONTO this *29th* day of *JUNE*, 2015

Legal Aid Ontario

Per: _____

Name: *MARIE-LOU SEGUIN*
Title: *CAO + VP*
I have authority to bind the corporation

DATED AT TORONTO this *29* day of *June*, 2015

Consultant

Per: _____

Name: *LINDA A. LEBLANC*
Title: *President LTS*
I have authority to bind the corporation



Schedule A: Description of Services

Lebeau Transcription Services (LTS) will provide secure legal non-certified transcription services for LAO (including but not limited to: Refugee Law Office, Major Case Management Office and Senior Litigators, Investigations, General Counsel, and other LAO departments and agencies).

Comprehensive overview of services:

1. LAO will initiate contact with LTS to request service via phone, e-mail, or via the web. LAO will identify if a quote is required prior to production of the transcript.
2. Data transfer – LTS will create an access-controlled folder for the secure upload of data relating to the request onto a secure server, physically located in Canada, via Secure File Transfer Protocol and SSL encryption. LTS will accommodate LAO's existing document management systems that are currently in use by LAO in order to transfer/associate the electronic files. LTS will maintain a data log for that associated folder. LTS primary point of contact (POC) with LAO shall confirm receipt of the data.
 - a. Quote – if requested at time of initial request for transcription service, a quote will be provided to LAO subsequent to which LAO will confirm their request for the production of the transcript.
3. Production – LTS will assign transcript production to a transcriptionist as per LAO requirements. That transcriptionist will be provided access to the transcript folder for production. File production will be overseen by the LTS Lead Consultant.
4. Review – each file shall undergo a second level review by the LTS lead consultant associated with that file.
5. File acceptance – Following approval from LTS Lead Consultant, the transcript shall be returned to LAO through the same secure established process as approved by LAO and LTS. LAO shall review and accept in writing the approved transcript, and confirm the authorization to delete both files delivered from LAO and the transcript produced by LTS.
6. Deletion of files – Following LAO's acceptance of the transcript file produced, LTS will ensure all protected information, all annotations, audit files, and log notes will be deleted or returned to LAO, and will not be retained on any backup media. LTS will furthermore ensure the data log associated to the file is maintained and accessible by both LTS and LAO leads. The data log will be signed off by the LTS lead, confirming all protected data has been deleted as per LAO requirements.
7. Invoicing – shall be delivered and actioned as per LAO's requirements.

Schedule B: Cost

Task	Price per page (based on 32 type-written lines per page)	Price per minute	Total Cost for Deliverable
Transcription Costs:			
Turnaround time 24 hrs			
Turnaround time 2-5 days			
Turnaround time 7-10 days			
Additional Costs:			
Cost of File Destruction			
Cost of Retention/Storage			
Any Other Expenses (please detail)			



LEGAL AID ONTARIO
ALDE JURIDIQUE ONTARIO

Schedule C: Invoice

Invoice



Lebeau
Transcription Services Inc.

Date: 19/04/2015
Invoice No.: 669

Lebeau Transcription Services Inc.
381 McDermitt Drive
Rockland ON K4K 1K9
613-892-1587

Bill To:
Legal Aid Ontario

Qty	Description	Unit Price	Total
1	Transcript of R. v. John Doe on September 12, 2014 (File no A32)		

Total \$0.00

Accounts due when rendered; interest charged at the rate of 1.5% per month on overdue accounts

Lebeau Transcription Services Inc.
381 McDermitt Drive
Rockland, ON K4K 1K9
613)892-1587
lebeautranscriptions@gmail.com

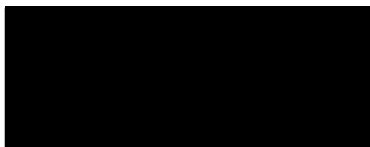


Schedule D:

Confidentiality and Non-Disclosure Agreement

This confidentiality and non-disclosure agreement (the "Confidentiality Agreement") between Legal Aid Ontario ("LAO") and (the "Recipient") is effective as of the Effective Date.

1. In the performance of duties and responsibilities for LAO, the Recipient will become aware of confidential and proprietary information ("Confidential Information") related to LAO and its clients and stakeholders. This Confidential 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 Confidential 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 Confidential Information. This obligation is augmented by further obligations in paragraph 4 with respect of Personal Information [as defined in Ontario's *Freedom of Information and Protection of Privacy Act* ("FIPPA")].
3. The Recipient agrees to use Confidential Information for the sole purpose of performing its duties and responsibilities for LAO. The Recipient agrees not to use Confidential 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 any 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 Confidential Information, and any Derivatives thereof whether created by LAO or the Consultant, remains the property of LAO and no license or other rights to Confidential 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, the Recipient will return to LAO all documents, records and copies thereof containing Confidential Information. The term "documents" includes all information in any tangible medium of expression, in whatever form or format.
7. Upon conclusion of the Agreement, each Recipient shall destroy all Confidential Information in his/her 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 any unauthorised disclosure or use of Confidential 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 Agreement in addition to any other rights and remedies it may have.



11. Upon default by the Consultant 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 outlined this Agreement shall survive and continue after any expiration or termination, for any cause, of the Consultant'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 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.



LEGAL AID ONTARIO
AIDE JURIDIQUE ONTARIO

In witness hereof the parties have signed and sealed this Agreement.

Legal Aid Ontario

Per: [REDACTED]

Name: Michelle Segura

Title: CAO and VP

Date: June 29, 2015

Lebeau Transcription Services

Per: [REDACTED]

Name: LINDA A. LEBEAU

Title: President LTS

Date: Jan 29, 2015

Schedule E: Security Clearances

