

BETWEEN:

**THE BOARD OF TRUSTEES OF:  
ST. THOMAS AQUINAS ROMAN CATHOLIC  
SEPARATE REGIONAL DIVISION NO. 38**

(hereinafter called "The School Division")

OF THE FIRST PART

- and -

**ABC Company**

(hereinafter called "The Service Provider")

OF THE SECOND PART

**SERVICE CONTRACT AGREEMENT**

**WHEREAS** the School Division is the banker board for the Edmonton Regional Learning Consortium (ERLC).

**WHEREAS** ERLC is in need of a Service Provider to assist the implementation of the Curriculum Redesign grant.

**WHEREAS** the Service Provider has agreed to provide such consulting services as may be required.

**NOW THEREFORE** this agreement witnesseth that pursuant to the agreement and in consideration of the premises, the parties hereto agree as follows:

A. **REQUIRED SERVICES**

1. Under the supervision of the Executive Director, the Service Provider undertakes to provide support to the deliverables as outlined and determined by the Executive Director of ERLC.
2. The Service Provider will undertake to develop a budget and financial monitoring control system.
3. The Service Provider will liaise with the ERLC team members as required, following established procedures and protocols as set by ERLC.

4. In carrying out its obligations hereunder, the Service Provider shall be bound by and observe all applicable federal, provincial and municipal legislation, including any regulations and policies passed there under and any amendments thereto as well as all policies of the ERLC.
5. The Service Provider agrees that the Services shall be performed promptly and efficiently within the terms of this Agreement and adhere to the following guidelines:  
  
to ensure that the Services are performed in accordance with the highest standards of professional and technical quality.
6. The Service Provider acknowledges that the Service Provider is properly licensed to carry on business within the Province of Alberta.
7. All information and data received and compiled by the Service Provider, while performing the Services, shall be treated as confidential and for the benefit of the ERLC and shall not be disclosed or made known to any other person, except to the extent necessary to provide the Services, unless otherwise authorized by the ERLC's designate, who for the purposes of this Agreement shall be the Executive Director of Edmonton Regional Learning Consortium.
8. All productions, notes, reports, and documents prepared by the Service Provider pursuant to the terms of this Agreement shall become the property of the ERLC.

**B. TERM**

1. The term of this Agreement shall begin on November 24, 2014 ("Effective Date") and end on December 15, 2014 unless sooner terminated. If signed after the Effective Date, the Service Contract Agreement shall be deemed retroactive to the Effective Date.
2. Any notice required hereunder shall be sufficient if given by written notice addressed

**to ERLC at:**

The Edmonton Regional Learning Consortium  
16325-83 Avenue, Room 20  
Edmonton, AB T5R 3V8  
Attention: Executive Director  
Phone: 780.444.2497 ext. 290      Fax: 780.444.0894

**and the Service Provider at:**

Name  
Address  
City, Province  
Postal Code

or such other address as either party may give to the other by written notice.

**C. PAYMENT**

1. Under the provisions of this contract, ERLC agrees to pay the Service Provider a maximum total compensation of \$Fee during the term of the contract.
2. The Service Provider shall be responsible for any and all costs and expenses incurred in the provision of the Services unless otherwise provided for in this Agreement.
3. All payments required to be made in accordance with the terms and conditions of this Agreement shall be payable in the following manner:
  - a. The Service Provider will provide the ERLC with an invoice on or before the last working day of each month detailing the Services and expenses incurred during the previous month. The maximum sum claimed shall not exceed the costs for twenty (20) calendar days of Service, as above described, unless otherwise preauthorized in writing by the ERLC.
  - b. The invoice shall itemize and provide backup documentation for any and all expenses incidental and necessarily related to the provision of Services.
  - c. All invoices must be approved by the Executive Director prior to payment.
  - d. All amounts due and owing are exclusive of the Goods and Services Tax.
  - e. Subject to verification of each invoice by the Executive Director, the Service Provider shall be paid within 30 days of receipt of the same.

**D. OBLIGATIONS OF ERLC**

1. ERLC agrees to provide the necessary assistance to the Service Provider to complete the required services.
2. ERLC agrees to process and pay the invoices provided by the Service Provider no later than 30 days from the day of receipt.

E. OBLIGATIONS OF THE SERVICE PROVIDER

1. The Service Provider will supply monthly detailed invoices to ERLC for the hours of service provided up to the date of the invoice.
2. The Service Provider will provide progress reports to the Executive Director as outlined in Required Services.
3. The Service Provider will provide transportation at their expense for the delivery of the services contracted in this agreement.
4. The Service Provider is responsible for its own WCB coverage for the term of the contract.

F. TAXES

The Service Provider agrees to prepare and file all tax information required of a person who is hired as an independent contractor and agrees that they have sole responsibility for the payment of any federal or provincial taxes arising from the monies paid by ERLC for the services rendered.

G. INDEPENDENT CONTRACTOR

The Service Provider acknowledges that they shall perform their obligations hereunder as an independent contractor and not as an employee of ERLC. The Service Provider further acknowledges that they are not on any payroll and/or tax withholding rolls. The Service Provider shall have sole control and direction in the conduct of the Performance.

H. TERMINATION OF THE CONTRACT

This contract can be terminated by either party upon one week's notice in writing to the other party or at any time upon mutual consent.

I. FREEDOM OF INFORMATION AND PROTECTION OF PERSONAL INFORMATION

1. The Service Provider acknowledges that:
  - a. The *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F-25 as amended, ("*FOIP Act*") applies to all information and records relating to, or obtained, generated, collected or provided under or pursuant to the terms and conditions of this Agreement;

- b. Section 92 of the *FOIP Act* specifies that a person who willfully destroys any records which are subject to the *FOIP Act* with the intent to evade a request for access to records is guilty of an offence and is liable to a fine of not more than TEN THOUSAND DOLLARS (\$10,000.00); and
  - c. ERLC may commence legal action against the Service Provider, its employees and agents if there is a breach of any of the terms and conditions of this Agreement.
2. For the records and information possessed or obtained by the Service Provider in connection with, under, or pursuant to this Agreement, the Service Provider agrees to conduct himself to a standard consistent with the *FOIP Act* when providing the Services or carrying out the duties or other obligations of the Service Provider under this Agreement.
  3. In this Agreement, personal information has the same meaning as in section 1(n) of the *FOIP Act* and means information about an identifiable individual in any form. The definition in section 1(n) of the *FOIP Act* is provided in Schedule "A" to this Agreement.

J. COLLECTION

1. No personal information may be collected by the Service Provider, its employees or agents unless the collection is authorized under this Agreement as being necessary for the provision of Services outlined in Section A, or the collection is expressly authorized by ERLC, in writing, in advance of any collection taking place.
2. The Service Provider must collect personal information directly from the individual the information is about and must inform the individual of:
  - a. the purpose for which the information is being collected which must relate to a particular Service, which is being provided by the Service Provider, in accordance with the Services described within Section A;
  - b. the specific legal authority for the collection as it relates to the provision of Services, and the title, business address and business telephone number of an officer or employee of the Board who can answer the individual's questions about the collection of personal information;
  - c. the Service Provider must ensure that he/she, his/her employees or agents are properly authorized to collect personal information about individuals in accordance with the provisions of Section 33 of the *FOIP Act*.

K. ACCURACY AND COMPLETENESS

1. The Service Provider, its employees and agents will make every reasonable effort to ensure that personal information that is or is to be used to make a decision that directly affects an individual is both complete and accurate.

**IN WITNESS WHEREOF** this Agreement is executed on the day and year shown below.

**THE BOARD OF TRUSTEES OF ST. THOMAS AQUINAS ROMAN CATHOLIC  
SEPARATE REGIONAL DIVISION No. 38**

PER: \_\_\_\_\_  
*Secretary-Treasurer*

DATE: \_\_\_\_\_

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**THE EDMONTON REGIONAL LEARNING CONSORTIUM**

PER: \_\_\_\_\_  
*Executive Director*

DATE: \_\_\_\_\_

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**THE SERVICE PROVIDER**

PER: \_\_\_\_\_  
*Agreement Holder (Service Holder)*

DATE: \_\_\_\_\_

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