

Nunavut Tunngavik Incorporated

STANDING OFFER AGREEMENT (2024-2025)

INTRODUCTION AND ACKNOWLEDGEMENT

In this Agreement signed by the parties by electronic mail, Nunavut Tunngavik Inc. is referred as NTI and you or your organization as the Contractor.

This Agreement is effective on April 1, 2024 and will terminate on March 31, 2025, unless otherwise extended by the parties in writing (including electronic mail).

During the Term of this Agreement, NTI may request the Contractor to supply goods and services (the "Work") described in the Contractor's proposal in response to NTI's request for standing offer agreements, attached as Schedule "A" and incorporated as part of this Agreement.

The request for Work from NTI will be through a Work Order, a sample of which is attached as an appendix to this Agreement for informational and illustrative purposes, or through a separate agreement to be negotiated and signed by the parties.

STANDARD TERMS AND CONDITIONS

Request of Work

1. No goods or services will be provided and no payments will be made except as set out in a Work Order or a separate contract signed by the parties. NTI does not promise the Contractor or guarantee a minimum volume of Work Orders. The Contractor has no legal or equitable rights or privileges for any specific contract work or services unless a Work Order or a separate contract for the Work is signed.
2. The Work Order will be agreed upon and signed by both parties. The Contractor is not obligated to accept any Work Order. Before issuing a Work Order, NTI may request, from one or more contractors, proposals or quotes for the Work. NTI or the Contractor may also propose a separate contract instead of a Work Order.
3. The Work provided by the Contractor shall be provided in a professional manner, with reasonable quality and standard as described in the Proposal, and within any deadlines agreed upon by the parties in the Work Order.
4. The Contractor may not assign this Agreement, delegate the performance of the Work, or subcontract to agents and subcontractors not named in the Proposal without the prior written consent of NTI.

Termination

5. Either party may terminate this Agreement by two weeks of written notice, except where at the time of the notice there is an outstanding Work Order with uncompleted work, in which case the Agreement will terminate on the date the work is completed, unless the Work Order is terminated in accordance with Section 6 below.

6. NTI may at its discretion requests the Contractor to stop the Work on any Work Order on two weeks of written notice and terminate the Word Order, and the Contractor will stop the Work in accordance with the notice.
7. Except by prior written agreement, NTI will not pay for work or services rendered after the termination of this Agreement or the Work Order.
8. Termination of this Agreement or a Work Order shall not affect NTI's obligations to pay for Work completed before the termination date or parties' obligations under Sections 10 to 15 below, which shall survive any such termination.

Price and Payment

9. Unless otherwise agreed upon by the parties in the Work Order, the Work will be charged and invoiced based on the rates on fees and expenses provided in the Schedule "A". Parties may negotiate and agree on terms on rates/prices, including any discounts thereof, that are different from those contained in the Schedule "A." The rates/prices provided in the Schedule "A" are for informational and illustrative purposes and the Contractor is not bound by the rates/prices.

Confidentiality and Ownership of Information

10. The Contractor acknowledges and agrees that any information and data concerning NTI, its employees, or its affairs which the Contractor obtains in the course of the Work and which is not otherwise known to the Contractor or in the public domain (the "Confidential Information") is confidential and proprietary to NTI. The Contractor agrees not to disclose and agrees not to use for its own purposes any Confidential Information. The Contractor will take such measures as are appropriate to ensure the confidentiality of the Confidential Information collected and the protection of all Confidential Information from fire, theft and unauthorized use or disclosure.
11. The Contractor shall not share or distribute any materials prepared for NTI in the course of performing the Work with any other person, agency or government without the written permission of NTI. The Contractor shall not issue any public statements or news releases concerning this Agreement or the Work, without the written permission of NTI.
12. The Contractor shall not remove any Confidential Information from the premises of NTI without the prior written consent of NTI, except when (and only for the period) necessary to carry out the Contractor's Work.

Relationship of Parties

13. The Contractor is an independent contractor and nothing in this Agreement or any Work Order shall be construed or deemed to create the relationship of employee and employer or of principal and agent between NTI and the Contractor. The Contractor is solely responsible for payments of any statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, and Workers' Compensation.

Indemnification

14. The Contractor shall indemnify and hold harmless NTI, its directors, officers, employees, agents and contractors from and against any claims, causes of action, costs, liabilities, or

expenses, of any kind whatsoever, including legal fees and costs on a solicitor and client basis, arising directly or indirectly from this Agreement, or from the performance or failure of the Contractor, including its directors, officers, employees, agents and contractors, to perform any part of this Agreement or any Work Order.

15. The Contractor shall be liable to NTI for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Contractor for use in connection with this Agreement or any Work Order.

General

16. This Agreement, including any Work Order, represents the entire agreement between the parties with respect to the Work, and supersedes any other agreements or negotiations relating to it.
17. Any amendment of this Agreement must be in writing and agreed to by both parties.
18. Any notice required under this Agreement or any Work Order shall be sufficiently given if delivered by email to addresses that are used by the parties for communications during their normal course of business. The notice shall be deemed to have been received the second day after the sending of the email.
19. This Agreement and any Work Order shall be governed by and construed in accordance with the laws of Nunavut and the laws of Canada applicable therein.
20. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Delivery of this Agreement by electronic mail shall constitute valid and effective delivery.

SCHEDULE "A" TO STANDING OFFER AGREEMENT

The Contractor's proposal in response to NTI's request for standing offer agreement for the 2024-2025 fiscal year or the Contractor's most recent proposal (in the case of a renewal)

APPENDIX

SAMPLE WORK ORDER

NTI Agreement No. XXXX-XX; Financial Coding: XXXXX

This Work Order is made pursuant to Standing Offer Agreement SOA-XXXX-XXX with an effective date of XXXX, XXXX, and the terms of that Agreement and this Work Order shall constitute the entirety of the parties' agreement related to the Work covered by this Work Order.

NTI DEPARTMENT AND PROJECT MANAGER (NAME AND EMAIL):

XXXX

CONTRACTOR NAME AND CONTRACT PERSON (NAME AND EMAIL):

XXXX

SCOPE OF WORK AND DELIVERABLE(S):

XXXX

TIMELINE AND TERM:

The Work will be performed under the following timeline: XXXX

Unless agreed upon by parties in writing, all Work are to be performed before March 31, 20XX.

PERSONNEL TO COMPLETE THE WORK (IF DIFFERENT FROM WHAT’S IN THE AGREEMENT):

XXXX

HOURS AND PRICE:

The estimated hours for the Work are as follows:

Task 1: XXXX

Task 2: XXXX

Total hours: XXXX

The Work will be provided based on the rates/prices provided in Schedule “A of the Standing Offer Agreement and total price shall not exceed \$XXXX excluding GST. Expenses such as travel, per diems and accommodation are not included in the Total Price and subject to final approval of the Project Manager.

ALTERNATIVE LANGUAGE FOR “PRICE”:

The price for the requested Work shall be based on the following/attached budget, rates and payment schedule:

XXXX

AMENDMENTS TO WORK:

This Work Order may be amended or extended provided all amendments are in writing and signed by the parties.

On behalf of NTI:

Name: XXXX

(Departmental Director or above personnel including Acting Directors)

Signature: _____

Date: _____

On behalf of the Contractor:

Name: XXXX

Signature: _____

Date: _____