

THIS AGREEMENT made as of July 26th, 2010  
BETWEEN

**Legal Aid Ontario**

(hereinafter referred to as "LAO")

AND

**SPM Group Ltd.**

(hereinafter referred to as 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:

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

(b) the Consultant is a corporation incorporated under the laws of the Province of Ontario;

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

(d) the Consultant is not a party to and agrees not to enter into any agreement, business or other relationship or to incur any obligations which may conflict with this Agreement;

(e) the Consultant is 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 and the Services shall be suitable for the purposes specified in Schedule "A".

**COPY**

- 2.3 Acceptance or approval of any Services by LAO officials, 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 in existence on the date of execution of this Agreement or coming into existence during the term of this Agreement, including but not limited to the Discriminatory Business Practices Act, the Human Rights Code, and the Freedom of Information and Protection of Privacy Act. 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 and working papers 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 the Agreement for any reason whatsoever, unless otherwise stipulated in the Schedule(s) attached hereto. No documents, working papers or manuals may be removed from the work area without the permission of the designated LAO official, 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 shall not, in any event, exceed the total amount set out in Schedule "B".

---

**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 LAO Representative, as defined in paragraph 14.1, 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 **29th day of August, 2010** and shall be completed not later than the **31<sup>st</sup> day of March, 2011**.

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

5.3 The Consultant shall adhere to the critical path, if any, as set out in Schedule "A".

**6.0 Reports**

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

6.2 The Consultant shall, upon the request of the LAO, submit a final report to 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

7.2 The Consultant will not knowingly solicit the employment of 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 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 or 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 of LAO while acting within the scope of his or her employment.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DATED AT TORONTO this <sup>16<sup>th</sup></sup> day of ~~July~~ <sup>August</sup>, 2010

**Legal Aid Ontario**

Per: Authorized Signature or Initials  
\_\_\_\_\_  
Christopher Bennett:  
Manager, Human Resources  
I have authority to bind the corporation

DATED AT TORONTO this      day of July, 2010

**Consultant**

Per: Authorized Signature or Initials  
\_\_\_\_\_  
Gregg Brown  
Director, SPM Learning  
I have authority to bind the corporation

---

Schedule "A"

**Services to be Provided for Delivering**

**Project Management Training**

SPM will deliver two courses for LAO as described below:

- Managing Today's Projects is a three day course and will be offered on two occasions for 40 participants, in total, mostly managers and some staff who manage small to medium non-IT projects.
- Project Management Concepts is a one day course and will be offered on four dates for a total of 80 participants, for staff and managers working on project teams.

The course templates and workbook will be customized for LAO by including LAO's logo and the changes agreed upon content between LAO and SPM. LAO's logo will only be used on course materials delivered to LAO staff and advertising or promotional materials related to the delivery of courses to LAO employees. The course delivery will follow the structure of the workbook and the activities and exercises outlined in the PowerPoint slides therein.

Following deliveries of the courses, participants have access (at no cost), to our Online Members Only area. This area is designed to support the learner back on the job. The Members Only area includes: a Performance Support section with relevant online learning modules; tool and templates; extensive reading lists; as well as an Ask the Expert section.

**Overview of Workshops**

**1. Managing Today's Projects**

Managing Today's Projects is a 3 day introductory project management course designed to provide project participants with the knowledge and practice in using a flexible, efficient ten-step process. This process maps to best practice models and an international project management standard which focus on five key areas: Project Initiation, Planning, Execution, Monitoring & Control, and Close-out. All participants will also receive 21 professional development units (PDU's) for attending this class which can be applied to project management professional (PMP) certification.

Participants apply techniques for gathering, analyzing, and communicating essential information specific to each step. Working in small teams, participants practice project definition and planning techniques on projects they select at the beginning of the workshop.

**Learning Objectives**

Participants will learn how to:

- Define project management and the five process groups of project management

Critical Path

*N/A* *there will be* *one*

*from*

| Item  | Due Date                                 | Responsibility       |
|---|--|----------------------|
| <del>Provide customized course workbook and pre-work template and instructions, in PDP format.</del>  | <del>August 20<sup>th</sup>, 2010</del>  | <del>SPM Group</del> |
| Send copied of the workbook and any other handouts to training location   | August 26 <sup>th</sup> , 2010           | SPM Group            |
| Deliver one of the Managing Today's workshops.<br>Location: Metro Hall<br>Each workshop will be three days, conducted from 8:30 am to 4:30 pm.    | August 31 to September 2 <sup>nd</sup> . | SPM Group            |
| Deliver the final Managing Today's workshop.<br>Location: TBD<br>Each workshop will be three days, conducted from 8:30 am to 4:30 pm.             | TBA in October                           | SPM Group            |
| Deliver the first the Project Management Concepts workshop.<br>Location: TBD<br>Each workshop will be one day, conducted from 8:30 am to 4:30 pm. | September 15 <sup>th</sup> , 2010        | SPM Group            |
| Deliver the second the Project Management Concepts workshop<br>Location: TBD<br>Each workshop will be one day, conducted from 8:30 am to 4:30 pm  | TBA in October                           | SPM Group            |
| Deliver the third the Project Management Concepts workshop<br>Location: TBD<br>Each workshop will be one day, conducted from 8:30 am to 4:30 pm   | TBA in January 2011                      | SPM Group            |
| Deliver the final the Project Management Concepts workshop<br>Location: TBD<br>Each workshop will be one day, conducted from 8:30 am to 4:30 pm   | TBA in March 2011                        | SPM Group            |

---

**Schedule "B"**

The total fees is as follows:

| <b>Detail</b>                  | <b>Length</b> | <b>Price per group<br/>(20)</b> | <b># of<br/>deliveries</b> | <b>Total</b> |
|--------------------------------|---------------|---------------------------------|----------------------------|--------------|
| Managing Today's<br>Projects   | 3 Days        | \$12,000.00                     | 2                          | \$24,000.00  |
| Project Management<br>Concepts | 1 Day         | \$4000.00                       | 4                          | \$16,000.00  |

The preceding price is per class for a group of up to 20 individuals. The pricing includes the facilitator, all reference materials and job aids and after class support – including no-cost access to our Members Only Area. The Members only area includes common tools and templates; a Performance Support sections with online learning modules; extensive reading lists and an Ask the Expert section.

All participants receive a framed certificate following the session.

LAO also will receive a summary of evaluations following each delivery – as well as an overall summary following the completion of the engagement.

It is expected that LAO will provide a suitable learning space for this session

**Payment Schedule:**

The fees for delivery of the courses shall be invoiced within one week after each course has been delivered. Payment of invoices for workshop delivery shall be due no sooner than 30 days after the invoice date.

### **Schedule "C"**

The form of invoice shall follow the sample format included below.

It shall contain:

- Invoice date
- Invoice number
- Bill to address:

Chris Bennett, Manager, Human Resources  
Legal Aid Ontario  
40 Dundas Street West, Suite 200  
Toronto, ON, M5G 2H1

- Vendor address
- A description of services provided
- A timeframe of services (time period in which work was completed)
- Amount for invoice including GST
- Payment due date, no sooner than 30 days after invoice date

---

## Schedule "D"

### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement (the "agreement") is entered into and is effective as of May 17, 2010 by and between **Legal Aid Ontario** ("LAO") and **SPM**, (the "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. Recipient will not disclose, publish, or disseminate Information to anyone other than those of its employees with a need to know, and Recipient agrees to take reasonable precautions to prevent any unauthorised use, disclosure, publication, or dissemination of Information. This paragraph is restricted by paragraph 4 in respect of personal information.
3. Recipient agrees to use Information for the sole purpose of performing its duties and responsibilities for LAO. Recipient agrees not to use 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 personal 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 Information, and any Derivatives thereof whether created by LAO or Recipient, remains the property of LAO and no license or other rights to 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, 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. The Recipient shall destroy upon the conclusion of the contract all the information identifying individuals which is in their 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 unauthorized disclosure or use of Information could cause irreparable harm and significant injury to LAO that may be difficult to ascertain. Accordingly, 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 Recipient 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 of this agreement shall survive and continue after any expiration or termination, for any cause, of Recipient's performance of duties and

responsibilities for LAO and shall bind the parties and their legal representatives, successors and assigns.

- 13. The Recipient shall notify LAO in writing immediately if the Recipient 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.

In witness hereof the parties have signed and sealed this agreement this 16 day of August, 2010.

**Legal Aid Ontario**

Per: Authorized Signature or Initials

Name: Chris Bennett

Title: Manager, Human Resources

Date: Aug 16/10

**Gregg Brown, Director SPM Learning**

Witness Signature Authorized Signature or Initials

Witness Name Authorized Signature or Initials Name: Gregg Brown

(Please print clearly)

Date: Aug 16/10