

Form of Agreement

THIS AGREEMENT made as of January 5th, 2011
BETWEEN

Legal Aid Ontario

(hereinafter referred to as "LAO")

AND

Deloitte Inc.

(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").
- 1.2 Consultant's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, LAO.
- 1.3 LAO shall cooperate with Consultant in the performance of the services hereunder, including, without limitation, providing Consultant with reasonable facilities and timely access to data, information and personnel of LAO. LAO shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to Consultant hereunder. Each Party acknowledges and agrees that each Party's performance is dependent upon the timely and effective satisfaction of each Party's responsibilities hereunder and timely decisions and approvals of each Party in connection with the services. Consultant shall be entitled to rely on all decisions and approvals of LAO.

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 workmanlike manner and in accordance with applicable professional standards and the Services shall be performed in accordance with Schedule "A".

- 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 in the performance of the Services 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 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 LAO documents, working papers containing LAO client information as protected under Sections 89 and 90 of the Legal Aid Services Act (Ontario), 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 either party 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 **5th day of January, 2011** and shall be completed not later than the **21st day of February, 2011**.

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

Notwithstanding the foregoing, Consultant shall not be liable for any delays or non-performance resulting from circumstances beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by LAO (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel or agents), acts or omissions or the failure to cooperate of any third party (other than Deloitte contracted affiliates and subcontractors), fire or other casualty, act of God, strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority. Performance time shall be considered extended for a period of time equivalent to the time lost because of any such delay.

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 biweekly progress updates in person to an LAO advisory committee consisting of: Complaints Manager, Complaints Officer, Director General, General Counsel, Information Manager and will remain in contact with an LAO Representative as required by LAO, via phone and email while conducting the evaluation.

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: [REDACTED]

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 Neither party shall be liable for any incidental, indirect, special punitive, exemplary or consequential damages or any loss of use, revenue or profit of the other party arising out of or in any way related to this Agreement or the Services.

9.3 Consultant will indemnify, defend and hold LAO, its officers, employees and agents, harmless from and against any liability, expense or damage, including reasonable

attorneys' fees, in each case solely for bodily injury, death or damage to real or tangible personal property to the extent directly and proximately caused by the negligence or willful misconduct of Consultant while engaged in the performance of services under this engagement; provided, however, that if there also is fault on the part of LAO or any entity or individual indemnified hereunder or any entity or individual acting on LAO's behalf, the foregoing indemnification shall be on a comparative fault basis. The foregoing obligations are conditioned on LAO providing Consultant with prompt notice of any claim for which indemnification shall be sought and cooperating in all reasonable respects with Consultant in connection with any such claim. Consultant shall be entitled to control the handling of any such claim and to defend any such claim, with counsel of its own choosing. Consultant shall be entitled to settle any such claim subject to LAO's reasonable approval.

Consultant will indemnify, defend and hold harmless LAO from and against any and all liability, expense, including reasonable defence costs and reasonable legal fees, and damages arising out of any act of infringement of any existing patent or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from (i) LAO's use of Consultant's work products hereunder other than as contemplated by this Agreement; (ii) LAO's failure to use corrections or modifications made available by Consultant, if such corrections or modifications would have prevented the infringement; (iii) LAO's use of the work product in combination with any product or information not owned or developed by Consultant if Consultant was not made aware of LAO's use of same (iv) LAO's distribution, marketing or use for the benefit of third parties, of work products hereunder; or (v) information, materials, instructions or specifications provided by or on behalf of LAO. If any such work product or any portion thereof, is found by final non-appealable order of a court of competent jurisdiction to be an infringement or unauthorized use, Consultant at its sole cost and expense, shall have the right to (1) procure for LAO the continued use of such work product, (2) replace such work product with non infringing work product, or (3) modify the work product so that it becomes non-infringing; provided that, if (2) or (3) is the option chosen by Consultant, LAO's intended use of the work product is not impaired.

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.

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 Services performed and money paid up to and including the date of termination.
- 10.3 Consultant may terminate this Agreement for cause (including, but not limited to non-payment by LAO of undisputed amounts owing pursuant to the terms of this Agreement) by giving written notice to the LAO not less than thirty (30) days before the effective date of termination, provided that the LAO shall have the right to cure the breach within the notice period. Consultant may immediately terminate this Agreement or performance of any part of the Services, if it determines that (i) a governmental, regulatory or professional entity (including, without limitation, the Canadian Institute of Chartered Accountants, provincial institutes of chartered accountants, or a provincial securities commission) or entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision the result of which would render Consultant's performance of any part of the Services illegal or otherwise unlawful or in conflict with

independence or professional rules, or (ii) circumstances change (including, without limitation, changes in ownership of or control of LAO or its affiliates) such that Consultant's performance of any part of the Services would be illegal or otherwise unlawful or in conflict with independence or professional rules.

10.4 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 in accordance with Article 4.0 the Consultant for all services satisfactorily performed up to and including the date of termination in accordance with the Specifications set out in Schedule A.

11.0 Intellectual Property

11.1 All documents, raw data, research, processes, technology, programs, designs and inventions (collectively referred to as the "Materials") first conceived of, completed or produced in the course or performance of this Agreement for LAO shall belong to LAO, excepting any Consultant technology contained therein (as defined below) and upon receipt by Consultant of full and final payment in accordance with this Agreement. Except as provided below, 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. Notwithstanding the foregoing, to the extent that any Consultant technology is contained in any of the deliverables, Consultant hereby grants the LAO, upon full and final payment to Consultant hereunder, a royalty-free, fully paid-up, worldwide, non exclusive license to use such Consultant technology in connection with the deliverables.

Consultant technology. Consultant or an affiliate has created, acquired or otherwise has rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how and techniques (including, without limitation, function, process, system and data models), templates, generalized features of the structure, sequence and organization of software; user interfaces and screen designs; general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems (collectively, the Consultant technology).

Ownership of Consultant property. To the extent that Consultant utilizes any of its property (including, without limitation, the Consultant technology or any hardware or software of Consultant or any affiliate) in connection with the performance of services hereunder, such property shall remain the property of Consultant and, except for the license expressly granted in the preceding paragraph, the LAO shall acquire no right or interest in such property. Notwithstanding anything in this agreement to the contrary, the parties acknowledge and agree that (a) Consultant will own all right, title and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the Consultant technology and (b) Consultant may employ, modify, disclose and otherwise exploit the Consultant technology (including, without limitation, providing services or creating programming or materials for other LAOs). Consultant does not agree to any terms that may be construed as precluding or limiting in any way its right to (a) provide consulting or other services of any kind or nature whatsoever to any person or

entity as Consultant in its sole discretion deems appropriate or (b) develop for itself, or for others, materials that are competitive with those produced as a result of the services provided hereunder, irrespective of their similarity to the deliverables.

- 11.2 The Consultant shall at LAO's expense 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 To the extent that, in connection with this engagement, Consultant comes into possession of any proprietary or confidential information of the LAO, Consultant will not disclose such information to any third party without the LAO's express written consent, except (a) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by Consultant in breach hereof, (ii) is disclosed by the LAO to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to Consultant on a nonconfidential basis from a source other than the LAO which Consultant believes is not prohibited from disclosing such information to Consultant by obligation to the LAO, (iv) is known by Consultant prior to its receipt from the LAO without any obligation of confidentiality with respect thereto, or (v) is developed by Consultant independently of any disclosures made by the LAO to Consultant of such information.

With respect to LAO client information, 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 LAO Representative. The Consultant and its employees engaged in the performance of the services 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") 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 at 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: Attention: David Field
Deloitte
30 Wellington St. W.
P.O.Box 400 Stn Commerce Court
Toronto, ON M5L 1B1

Attention: [REDACTED]

The parties may designate in writing to each other a change of address at any time.

14.0 Representatives

14.1 The LAO Representative is David Field. The Consultant's Representative is [REDACTED]. 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 Independent Contractor

17.1 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.

17.2 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, including Workers Compensation, Canada Pension Plan, Unemployment Insurance and Federal and Provincial Income Taxes.

18.0 Harmonized Sales Tax Certificate

18.1 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.

19.0 Retention of Records and Inspection

19.1 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.

19.2 LAO may, upon five business days notice and during normal business hours, request access to review results of the Services and related materials and records of the

Consultant related to the Services, during the term of this Agreement and within seven (7) years of its termination or expiry. For greater certainty, the right to review materials as set out herein shall not include the working papers, systems or facilities of the Consultant.

20.0 Waiver

20.1 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.

21.0 Bankruptcy

21.1 If the Consultant shall be declared insolvent or bankrupt, or if any assignment of the Consultant's property shall be made for the benefit of creditors or otherwise, or if a trustee in bankruptcy or similar officer or a receiver be 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.

22.0 Use of Consultant's Work

22.1 Notwithstanding any other provision of this Agreement, LAO shall not be bound to act upon or otherwise use the Services or Materials.

23.0 Amendments, Alterations and Additions

23.1 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.

24.0 Governing Law

24.1 This Agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties agree that the Courts of Ontario shall have jurisdiction to entertain 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.

25.0 Headings

25.1 The parties agree that the headings in this Agreement form no part of the Agreement and have been inserted for convenience of reference only.

26.0 Entire Agreement

26.1 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.

27.0 Limitation on Warranties

27.1 This is a services engagement. Consultant warrants that it will perform services hereunder in good faith and in accordance with applicable professional standards. Consultant disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DATED AT TORONTO this 14th day of January, 2011

Legal Aid Ontario

Per: Authorized Signature or Initials
Name: David Field
Title: Director General, Strategic Planning & Compliance
I have authority to bind the corporation

DATED AT TORONTO this 14th day of January, 2011

Consultant

Per: Authorized Signature or Initials
Name: [REDACTED]
Title: [REDACTED]
I have authority to bind the corporation

Schedule A – Description of Services

○ **Review of Documentation**

The following background documents will be provided to the vendor to review after the signing of the agreement:

- Legal Aid Services Act, 1998
- Complaints policy

○ **Program Assessment Elements**

When the vendor evaluates the complaints program it is anticipated that the following elements will be incorporated into their report:

- An assessment of the quality of complaints resolution planning and documentation, comparing documented complaints procedures with how complaints are actually managed (including, for example, the type of information needed to be identified to determine if there is substance to the issues identified in the complaint, the proposed avenues of enquiry (seeking a written responses to the complaint, seeking copies of relevant policies and procedures, file notes, e-mails, correspondence, meetings with management), and required resources (support person, vehicle, etc)).
- An evaluation of effectiveness in identifying client complaints (including a survey of past clients to determine if there are any serious unreported complaints).
- An assessment of the efficiency of the complaints resolution process (including the appeals process), including an assessment of the Complaints Department's capacity to manage the number of complaints received (against the benchmarks of similar organizations), the program delivery structure, reporting relationships, and resources used to address complaints (e.g. efficiency enhancing IT software).
- An assessment of the management of vexatious or frivolous complaints (factors include constant complaints against one person or body whether about the same or different issues; seeking to revisit the same issue after an initial investigation and subsequent review when no new evidence or material is provided; making repetitive complaints and then withdrawing them; using complaints about another person as an attempt to divert the agency's attention from the complainant's own situation; making a complaint based on false statements of fact; an unwillingness by the complainant to cooperate with the agency to resolve the complaint; making ongoing complaints about something which would be considered vexatious or frivolous; constant complaints by a person who does not have a sufficient direct interest in the matter).
- An assessment of the fairness of complaints resolution decisions, including an objective assessment of decisions made and a survey of clients who have registered formal complaints (including whether the complaints was satisfactorily addressed (all issues resolved and clients' requested outcomes addressed, complainant provided with an opportunity to comment on preliminary opinions, complainant provided with regular updates, complainant consulted regarding their level of satisfaction with how the complaint was managed and outcomes achieved, complainant provided notice of closure of the complaint, provided the complainant with information on possible avenues should they remain dissatisfied).
- An evaluation of the efficiency and effectiveness of the administrative component of the complaints resolution process, including an evaluation of the timeliness and quality of reporting (including the assessment and resolution of recurring individual clients who complain, recurring types of client complaints, and recurring targets of complaints) and the use of technology. We would also like the consultant to:
 - Identify appropriate efficiency benchmarks from complaints departments in other similar organizations;
 - Make recommendations on how to improve reporting to reflect an outcomes-based approach to performance management;
 - Recommend suitable case/complaints management software options (with costs) that are currently available in the marketplace to manage complaints and that would best support the

efficient administration of complaints and best capture appropriate data for efficiently and effectively managing and measuring performance in the Complaints department.

- o An assessment of the effectiveness of governance of the complaints process, including the quality of board reporting.
- o An evaluation of continuous improvement processes to prevent recurrence of complaints including (an admission of fault, a change of decision; an explanation i.e. how and why the problem occurred, and outlining what steps have been taken to prevent its reoccurrence, policy and procedure review recommendations, practice review, staff training and other professional developmental activity, consideration of an apology to the complainant, external mediation or conciliation). This may involve barriers to improvement that are out of the control of the Complaints department.

Proposed Work Plan and Milestones

	Jan 3	Jan 10	Jan 17	Jan 24	Jan 31	Feb 7	Feb 14	Feb 21
Phase 1: Project Initiation	★							
Kick-off meeting								
Phase 2: Review Documentation								
Phase 3: Document Current State								
Key Informant Interviews								
- Scheduling								
- Develop interview guides								
- Conduct interviews & focus groups								
Current Process Review								
Client Survey								
- Design & Testing								
- Data collection								
- Data analysis								
Phase 4: Conduct Analysis & Develop Recommendations								
Phase 5: Final Reporting								
Final Report complete & approved								Feb 21
Project Mgmt status meetings		★		★		★		

Schedule B – Cost

Role of Resource Assigned	Per Diem	Days Allocated	Line Total	Total Cost for Deliverable
██████████	██████████	█	██████████	
██████████	██████████	█	\$██████████	
██████████	██████████	█	\$██████████	
Total Project Cost not to exceed				\$79,700

Schedule C - Billing

Invoices should be sent to the attention of:

David Field
Director General
Strategic Planning & Compliance
Legal Aid Ontario
40 Dundas Street West, Suite 200
Toronto, Ontario
M5G 2H1

Please include the following information on invoices:

Date

Invoice number

Contract #

HST #

Period for which billing is submitted

Brief description of services provided as per Schedule A, Description of Services, including:

Number of days/hours billed

Resource(s) assigned

Details of work performed

Schedule D - Confidentiality and Non-disclosure Agreement

This confidentiality and non-disclosure agreement (the "agreement") is entered into and is effective as of January 5, 2011 by and between Legal Aid Ontario ("LAO") and Deloitte (the "Recipient").

- 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.
- 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.
- 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.
- 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:
- 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.
- 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.
- Notwithstanding anything to the contrary in this Confidentiality and Non-Disclosure Agreement Recipient shall be entitled to retain one copy of such information in accordance with professional standards obligations, provided that any material retained shall not contain personal information which is in a form which identifies directly or indirectly the individual to whom the personal information relates. Further, copies of information stored in electronic backups will be destroyed in accordance with their ordinary life cycle.
- The Recipient agrees not to contact any individual to whom personal information relates, directly or indirectly, without the prior written authority of LAO.
- 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.
- 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, 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.

- o 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.
- o 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.
- o 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.
- o 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.
- o This agreement shall be governed by and be interpreted in accordance with the laws of the Province of Ontario.
- o 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
14th day of January, 2011.

Legal Aid Ontario

Per: Authorized Signature or Initials

Name David Field

Title Director General

I have authority to bind the Corporation

Date January 14, 2011

Deloitte

Per: Authorized Signature or Initials

Name: [REDACTED]

Title: [REDACTED]

I have authority to bind the corporation

Date January 14, 2011