

Agreement No.	#####
RFP No.	#####

**STANDING ARRANGEMENT (CONSULTING SERVICES)**

**PARTIES TO THE AGREEMENT**

<b>YESAB</b>	<b>Yukon Environmental and Socio-Economic Assessment Board</b> Suite 200-309 Strickland Street, Whitehorse, Yukon Y1A 2J9
<b>Consultant</b>	<b>Consultant Legal Name</b> Street Address, City, Province, Country, Postal Code

**EFFECTIVE DATE / TERM OF CONTRACT**

<b>Effective Date</b>	YYYY-MM-DD
<b>End Date</b>	YYYY-MM-DD
<b>Optional Extensions</b>	Up to ## years

**CONTRACT REPRESENTATIVES**

<b>YESAB Contract Authority:</b>		<b>Consultant Contract Representative:</b>	
Name & Title	Insert Name/Title	Name & Title	Insert Name/Title
Phone	###-###-####	Phone	###-###-####
Email	name@yesab.ca	Email	name@xxxx.com
Address for Notices	OPTION A: same as above for YESAB OPTION B: ##### Street, City, Province, Country Postal Code	Address for Notices	OPTION A: same as above for Consultant OPTION B: ##### Street, City, Province, Country, Postal Code

**CONTRACT DOCUMENTS**

<b>Document</b>	<b>Description</b>	<b>Attached?</b>
Attachment A	General Terms and Conditions	YES
Attachment B	Form of Task Authorization	YES
Attachment C	Basis of Payment	YES
Attachment D	OPTION A if attached: RfX # description OPTION B if not attached: RfX # description, incorporated in this Agreement by reference	YES/NO
Attachment E	OPTION A if attached: Consultant's Proposal dated YYYY-MM-DD OPTION B if not attached: Consultant's Proposal dated YYYY-MM-DD, incorporated into this Agreement by reference	YES/NO

**AGREED BY THE FOLLOWING DULY AUTHORIZED REPRESENTATIVES:**

<b>YESAB</b>		<b>Consultant</b>	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

This Agreement may be executed by electronic signature, or signed by hand and scanned, and delivered in any number of counterparts which, together, shall constitute one and the same instrument.

## ATTACHMENT A – GENERAL TERMS AND CONDITIONS

1. **Definitions.** In this Attachment A (General Terms and Conditions), terms appearing with an uppercase letter have the meaning assigned on the cover page and, if not appearing on the cover page, then the terms shall have the meanings assigned on the following list.
  - (a) **“Agreement”** means the information on the cover page of the Standing Arrangement and any other document listed on the cover page, in a Contract Document or in a Task Authorization.
  - (b) **“Basis of Payment”** means the hourly rates and other fees, or payment-related information specified in Attachment C (Basis of Payment).
  - (c) **“Conflict of Interest”** means any circumstance where an individual has other interests that have the potential to, or could reasonably be seen to, improperly influence their performance of the Services.
  - (d) **“Consultant”** is the legal entity identified as the Consultant on the cover page of the Standing Arrangement.
  - (e) **“Consultant Personnel”** means Consultant’s employees, agents, suppliers, licensors, subcontractors and any other persons appointed by Consultant to perform Services.
  - (f) **“Deliverables”** means reports and any other items specified in the Task Authorization to be delivered by the Consultant.
  - (g) **“Delivery Schedule”** means the performance dates specified in the Task Authorization, or dates otherwise mutually agreed in writing for the performance of Services.
  - (h) **“Effective Date”** has the meaning assigned on the Standing Arrangement cover page.
  - (i) **“Services”** means the services and related Deliverables specified in a Task Authorization.
  - (j) **“Statement of Work”** means a document describing the required Services developed by YESAB for purposes of obtaining a fee estimate and developing a Task Authorization.
  - (k) **“Task Authorization”** means a document that is substantially in the form set out in Attachment B (Form of Task Authorization) that attaches a mutually agreed Statement of Work and fees for the applicable Services.
  - (l) **“Term”** means the term of the Contract specified the cover page, including any extension to the Term.
2. **Scope of Agreement.** This Agreement constitutes the master services agreement between YESAB and the Consultant for consulting services specified in Task Authorizations executed by the parties during the Term.
3. **Task Authorization Process.** The following describes the process for establishing a binding Task Authorization pursuant to this Agreement:

- (a) YESAB will provide Consultant with a Statement of Work setting out the required Services. In its request, YESAB may ask Consultant to expand the Consultant team to include disciplines not listed in the Agreement.
  - (b) Within not longer than 10 calendar days, Consultant must provide YESAB with a written proposal setting out the total estimated cost for performing the Services, including hourly fees for any disciplines not listed in the Agreement. The proposal must set out a breakdown of that cost, established in accordance with the Basis of Payment or as otherwise requested by YESAB.
  - (c) If YESAB accepts Consultant's proposal, YESAB will prepare and deliver a Task Authorization substantially in the form set out in Attachment B (Form of Task Authorization) for execution by Consultant.
  - (d) Consultant must sign and return the Task Authorization to YESAB within not longer than 10 calendar days.
  - (e) YESAB will then execute and deliver the Task Authorization to Consultant. Consultant must not commence work until a YESAB-signed Task Authorization has been received by the Consultant. The Consultant acknowledges that any work performed before a YESAB-signed Task Authorization has been received will be at the Consultant's own risk and expense.
  - (f) Upon the execution of a Task Authorization by both parties, the Task Authorization shall become a part of this Agreement and constitute the binding contract for the Services. Each Task Authorization shall automatically be deemed to include the terms and conditions of this Agreement.
4. **Consultant Personnel / Replacements.** Consultant is responsible for the performance of Services by Consultant Personnel and their compliance with this Agreement. Where YESAB has approved named individuals to perform the Services, Consultant must not substitute alternative individuals without YESAB's prior approval. If a Consultant position is vacated for any reason or if any Consultant Personnel, in YESAB's opinion, does not meet the requirements of this Agreement including without limitation as to quality of work, qualifications, compliance with certifications and YESAB workplace policies or due to a Conflict of Interest, Consultant must promptly secure an equivalent replacement to be pre-approved in writing by YESAB. Consultant shall be responsible for the cost of orientation and training of replacement Consultant Personnel.
5. **Delivery Schedule.** Consultant shall perform the Services in accordance with the Delivery Schedule set out in the Task Authorization. Consultant must notify YESAB as soon as it becomes aware that it cannot meet the Delivery Schedule and propose an amended Delivery Schedule. If the amendment is not acceptable to YESAB, YESAB may immediately terminate the affected Services without penalty or payment of cancellation fees and without prejudice to any other rights or remedies it may have under this Agreement or at law.
6. **Inspection and Acceptance.** YESAB shall have 15 calendar days following receipt to inspect and accept the Services. Where YESAB discovers non-conforming Services, YESAB may, at its option and without prejudice to any other rights or remedies it may have under this Agreement or at law: (a) reject the non-conforming Services and, at YESAB's option, obtain a refund of any advance payments if any have been made; or (b) obtain a price reduction or re-performance of Services at no charge to YESAB. No payment shall be due

for the Services until YESAB has finally accepted the Services. If YESAB has not notified Consultant of non-conformances in the Services during the 15-day acceptance period, YESAB will be deemed to have accepted the Services upon expiration of the acceptance period.

7. **Prices and Price Increases.** Unless otherwise expressly stated in the Agreement, prices in a Task Authorization are all-inclusive, fixed for the Term and the maximum amount payable by YESAB under the Task Authorization. Any Services requested by YESAB that are not listed in the Basis of Payment must be offered by Consultant at a commercially reasonable price that is not higher than prices offered to other Canadian public sector clients at the time that the fees are quoted for such Services. If YESAB has reason to believe prices quoted for additional Services are not commercially reasonable, at YESAB's request, Consultant shall provide supporting evidence of the reasonableness of the prices such as copies of invoices for similar Services charged to other public sector clients.
8. **Invoicing and Payment.** Unless otherwise expressly stated in the Basis of Payment or a Task Authorization, Consultant must submit invoices for accepted Services on a monthly basis for Services delivered in the previous month and invoices must be received by YESAB not later than the 15<sup>th</sup> of the billing month. To be eligible for payment, invoices must be submitted by email to [yesab@yesab.ca](mailto:yesab@yesab.ca) specifying the Agreement number. Each invoice must be supported by (a) a detailed account of hours performed by each team member for each task; (b) clear reference to any documents or other deliverables that were provided in that month; (c) a copy of any invoices, receipts or vouchers for all reimbursable expenses and (d) sales taxes payable by YESAB must be shown separately along with Consultant's HST or other tax registration number. Undisputed invoices will be paid within 30 calendar days of receipt provided (a) the Services have been accepted; and (b) the invoice complies with YESAB's invoice specifications and this Agreement. YESAB may set off against any amount due to Consultant any sums owed by Consultant to YESAB.
9. **Warranties.** Consultant represents, warrants, and covenants that: (a) the Services will be performed in a diligent and professional manner and be of a quality at least equal to that generally accepted in the industry for similar work; (b) the Services will not infringe any third-party intellectual property rights; (c) that neither Consultant nor any Consultant Personnel have a Conflict of Interest. Without limiting any other legal remedies available to YESAB under this Agreement or at law, a breach of any of the foregoing warranties entitles YESAB to claim direct losses suffered by YESAB from Consultant.
10. **Change Orders.** YESAB or Consultant may, at any time, propose a change to the Task Authorization or Delivery Schedule by way of a written change order request to the other party. The change shall only come into effect if the change order request is expressly accepted in writing by the other party. YESAB acknowledges that a change order may require an adjustment to the amounts payable by YESAB under the Task Authorization however YESAB shall not be liable for any change order to the extent it results from Consultant's failure to meet the Delivery Schedule or any other requirements of the Agreement.
11. **Termination.**
  - (a) **For Default.** A party may, by written notice, terminate this Agreement and any Task Authorization with immediate effect, in whole or in part, if the other party is in default of its obligations and has failed to cure the default to the non-defaulting party's satisfaction within 15 calendar days of being notified. YESAB may, by written notice, terminate this Agreement or Task Authorization with immediate effect if Consultant makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice

of intention or a proposal, or seeks any arrangement or compromise with its creditors under any statute or otherwise.

- (b) **For Convenience.** YESAB may, at any time and for any reason, terminate this Agreement or any Task Authorization, in whole or in part, upon providing 15 calendar days prior written notice to Consultant. Upon the effective date of termination, or earlier if required by YESAB, Consultant shall cease performing Services and shall use reasonable efforts to minimize any costs associated with such termination. YESAB shall only be responsible to pay for Services satisfactorily provided to the date of termination and reimburse pre-approved expenses provided a valid invoice is submitted within 90 calendar days following the effective date of termination. Consultant's acceptance of the foregoing payment shall be deemed a full and final settlement and satisfaction of all claims of every kind arising from the termination.
  - (c) **Suspension.** YESAB may at any time suspend the Services, in whole or in part, by written notice to the Consultant without liability to the Consultant except as set out in this subsection. The Consultant shall promptly resume the Services only upon written notice from YESAB. If the suspension period exceeds 30 consecutive days and was not due to any act or default of the Consultant, the Consultant may elect to declare the applicable Task Authorization terminated by delivering a termination notice to YESAB. A Consultant termination pursuant to this subsection shall be treated as a YESAB termination for YESAB's convenience.
  - (d) **YESAB Liability to Consultant.** YESAB shall have no liability to the Consultant for costs or damages arising from suspension or termination of the Standing Arrangement or a Task Authorization except as explicitly set out in this section.
  - (e) **Work in Progress.** Within 7 calendar days following the effective date of termination of a Task Authorization, if requested by YESAB and if the applicable Services have been paid for, the Consultant shall promptly provide to YESAB any work in progress relating to such Services in an editable format acceptable to YESAB. YESAB accepts that if work in progress is delivered to YESAB, it is delivered on an "as is" basis, and without any warranties from the Consultant.
  - (f) **Return or Destruction of YESAB Property.** Upon expiration or termination of the Agreement for any reason, and at any other time if YESAB requests, Consultant shall promptly return to YESAB, or in the alternative, if requested by YESAB, promptly destroy and certify as destroyed, all YESAB property and Confidential Information in Consultant and Consultant Personnel's possession. Notwithstanding the foregoing, Consultant may retain copies to the extent required by law or professional regulations, or to the extent contained in computer backups, subject to the continued obligation to maintain the confidentiality of such information in accordance with this Agreement, and the permanent deletion of the information in due course in accordance with Consultant's document retention policies
12. **Liability.** Neither party shall be liable to the other party for lost profits, lost opportunity, special, consequential, incidental, exemplary, or indirect damages or costs from any cause whatsoever, even if advised of the possibility of such damages or costs. YESAB's liability to Consultant shall not exceed the then unpaid balance of the maximum amount to be paid for Services pursuant to signed Task Authorizations.
13. **Indemnity.** Consultant shall indemnify and hold harmless YESAB, its board members, employees, officers and agents (collectively "YESAB Personnel") from and against any third party claims, demands, regulatory

inquiries and related damages, losses, costs and expenses, including legal fees (collectively, "Claims and Costs") arising from: (a) negligent acts or omissions of Consultant or Consultant Personnel; (b) infringement or alleged infringement of third-party intellectual property rights arising from the Services or Deliverables; (c) personal injury (including bodily injury or death) or damage to property; (d) breach of confidentiality provisions of this Agreement; (e) breach of applicable laws; (f) any claim that YESAB is a deemed employer of any Consultant Personnel. Consultant shall have no obligation pursuant to this section to the extent that the Claims and Costs arise from the negligent acts or omissions of YESAB Personnel. YESAB will promptly notify Consultant upon receipt of any third-party claim, demand or regulatory inquiry and provide Consultant with the opportunity to assume control of the defense. This indemnity is in addition to and not in lieu of any insurance required to be provided by Consultant.

14. **Insurance.** Consultant must maintain during the Term of this Agreement, at their own expense, professional liability insurance covering actual or alleged acts, errors or omissions committed by, or on behalf of, the Consultant or Consultant Personnel arising out of the performance of Services. The policy shall have limits of liability of at least \$1,000,000 per occurrence. The availability of insurance shall not be deemed to release or diminish Consultant's liability in any manner.
15. **Intellectual Property.** Except as otherwise provided in the Agreement or any Task Authorization, Consultant, on behalf of itself and Consultant Personnel, hereby assigns all intellectual property rights in Deliverables to YESAB. Consultant represents and warrants that it has obtained, or shall obtain, a waiver of moral rights from any author of any such Deliverables, whether during or after the Term, at no additional charge to YESAB. If Deliverables contain Consultant or third party proprietary materials that existed prior to the Effective Date or that were developed independently from the Services ("Background Materials"), Consultant hereby grants to YESAB a perpetual, paid-up, royalty free, worldwide, irrevocable, transferable and sublicensable license to such Background Materials to the fullest extent required by YESAB to make use of the Deliverables for YESAB's benefit and for any additional purpose as may be contemplated by this Agreement.
16. **Confidentiality.**
  - (a) **Definition of Confidential Information.** For the purposes of this Agreement, "Confidential Information" means all technical, corporate, financial, economic, legal or other information or knowledge generally concerning YESAB, the executive committee or the designated offices, or specifically concerning the Services, whether disclosed orally, or in the form of written material, computer data or programs, and includes information respecting mechanisms, processes, photographs, intellectual property, know-how, trade secrets or otherwise, however obtained, and whether obtained before or after execution of this Agreement, but does not include information that is disclosed lawfully to Consultant by a third party who has no obligation of confidentiality to YESAB with respect to the disclosed information; is or becomes generally known to the public, other than by a breach by Consultant of its obligations under this Agreement; or is already known by Consultant before disclosure by YESAB under this Agreement, as evidenced by written records of Consultant, and which is not the subject of a previous confidentiality agreement between the parties.
  - (b) **Obligation to Maintain Confidentiality.** Consultant will adopt reasonable measures to maintain the Confidential Information in strict confidence and will only disclose Confidential Information to Consultant Personnel as necessary to enable the performance of the Services, provided such Consultant Personnel are bound by obligations of confidentiality with respect to the Confidential Information that

are no less stringent than those contained in this Agreement. Disclosure of Confidential Information to any other person or for any other purpose requires YESAB's prior written consent.

17. **Access to Information Act.** Consultant acknowledges and accepts that that all information in YESAB's possession or control may be subject to Canada's *Access to Information Act* R.S.C. 1985 ("ATIA") that YESAB may be required to release Consultant's information to third parties pursuant to the foregoing legislation.
18. **Consultant Records and Audits.** Consultant shall keep all books and records pertaining to the Services, including time recorded by Consultant Personnel and costs incurred in connection with the Services, for a period of 3 years following the date the books or records were created. YESAB, or its authorized representative, shall have the right to inspect, review and/or audit such books and records upon 5 calendar days' notice to the Consultant, at no charge to YESAB. Where such audit or inspection discloses an overpayment by YESAB, the Consultant shall be responsible for repaying such overpayment forthwith.
19. **Compliance with Agreement, Laws and YESAB Policies.** Consultant must at all times comply with this Agreement, applicable Canadian federal, provincial, and local laws, regulations, and orders and must at all times maintain compliance with any certifications made to YESAB, such as certifications relating to staff qualifications. In addition, Consultant (including Consultant Personnel) must comply with applicable YESAB policies, including policies dealing with employee workplace conduct, whether or not such policies expressly apply to contractors of YESAB. YESAB may audit Consultant's compliance with the foregoing from time to time during the Term and if requested Consultant must promptly provide evidence of compliance. If Consultant does not comply with the above, provide requested documentation, or if it is determined that any certification made by Consultant is untrue, whether made knowingly or unknowingly, in addition to any other remedies YESAB has under this Agreement or at law, YESAB has the right to terminate the Agreement or any Task Authorization for default.
20. **Force Majeure.** Except as expressly provided otherwise in the Agreement, dates by which a party is required to perform Services will be postponed to the extent and for the period of time that such party is prevented from meeting such dates by an Event of Force Majeure, where an "Event of Force Majeure" means any cause that was not reasonably foreseeable at the time the Delivery Schedule was established and that was beyond the reasonable control of a party. The party whose performance is delayed or prevented by an Event of Force Majeure must provide prompt notice of a Force Majeure Event to the other party and will not be liable for the impacts of such delay or prevention.
21. **Notices.** Each party shall deliver notices under this Agreement in writing and addressed to the other party to the representatives named and at the addresses set forth on the cover page of this Agreement or to such other person and address that may be designated by the receiving party from time to time in accordance with this section. A notice may validly be delivered by personal delivery, regular mail, nationally recognized overnight courier (with all fees prepaid) or email. Notices shall be deemed received as follows: on the date of delivery if by hand; 7 calendar days following posting if by regular mail; upon confirmed delivery as recorded by the courier service, if by courier service; and, if by email, when the receiving party confirms by whatever means that it has received the notice.
22. **Governing Law and Competent Court.** The construction, interpretation and performance of the Agreement are governed by the laws of the Yukon Territory and laws of Canada applicable therein except for their respective conflict of laws rules. Any proceeding arising from this Agreement shall be filed and maintained in a court of competent jurisdiction in Whitehorse, Yukon.

23. **YESAB and Consultant are Independent Parties.** YESAB and Consultant are contracting as independent contractors and not as principal and agent, employer and employee, joint venturers, or partners. Consultant is responsible for providing its own tools and equipment to deliver or perform the Services, except as otherwise expressly set out in this Agreement.
24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the applicable subject matter and supersedes all prior agreements, understandings, negotiations, and discussions, whether written or oral between Consultant and YESAB. There are no conditions, covenants, agreements, representations, warranties, or other provisions, expressed or implied, collateral, statutory, or otherwise, relating to the subject matter except as provided in this Agreement. Any pre-printed terms on a purchase order or Consultant document submitted in connection with the subject matter of this Agreement do not form part of the Agreement unless otherwise expressly agreed in writing by YESAB in a document amending this Agreement. In the event of a conflict or inconsistency between any of the Agreement documents, the conflict or inconsistency shall be resolved in favour of the Task Authorization, and as among the documents listed on the cover page, the conflict or inconsistency shall be resolved in favour of the document first listed on the cover page under Contract Documents. Any assumptions, conditions, restrictions, or qualifications and any terms that conflict with the terms in this Agreement that appear in Consultant's proposal document are of no force or effect.
25. **Amendments.** This Agreement may only be amended by mutual written agreement of the parties expressing an intention to amend this Agreement.
26. **Assignment.** The Consultant may not assign any of its rights or obligations without the prior written consent of YESAB, which consent may be conditioned or withheld by YESAB in YESAB's unfettered discretion. Any assignment made without the prior written consent of YESAB is void and of no effect. No assignment of this agreement shall relieve Consultant from any obligation under the Agreement or impose any liability upon YESAB.
27. **General.** Nothing in this Agreement grants Consultant the right to exclusively provide the Services. YESAB may contract with others for the same or similar work. Any delay by a party in the exercise of any right or remedy provided herein shall in no event be deemed to be a waiver of such right or remedy. To be valid, any waiver must be made in writing expressly referencing this Agreement. If any provision of this Agreement is held to be invalid or unenforceable by a judicial or regulatory authority, the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable. If no feasible interpretation would save the provision, it shall be severed, and the remainder shall not be affected and shall be enforced as nearly as possible according to its original terms and intent. The warranty, indemnity, limitation of liability provisions and other provisions reasonably intended to survive termination or expiration of the Agreement shall survive. Once signed, a copy or electronic version of the document will have the same force and effect as the original document. Les parties ont accepté que ce document soit rédigé en anglais. The parties have agreed that this document be prepared in the English language.

**ATTACHMENT B – FORM OF TASK AUTHORIZATION**

**TASK AUTHORIZATION**

This Task Authorization (“TA”) is governed by YESAB Agreement Number **XXXXXXX**, effective as of **month, day, 20xx** between the Yukon Environmental and Socio-Economic Assessment Board (“YESAB”) and **insert full legal name of Consultant (“Consultant”)**.

<b>TA Number</b>	<b>YYYY-###</b>
<b>TA Effective Date:</b>	<b>Month, Day, 20xx</b>
<b>Project Title:</b>	<b>[Enter project title]</b>
<b>YESAB Project Manager:</b>	Name: Email: Phone: <b>xxx-xxx-xxxx</b>  Project Manager is the representative of YESAB and is responsible for all matters concerning the technical content of the Services, potential scope changes and the requirement for additional disciplines or key personnel may be discussed with the Project Manager; however the Project Manager has no authority to authorize changes to the scope of the Services.
<b>Consultant Lead Project Contact:</b>	Name: Email: Phone: <b>xxx-xxx-xxxx</b>
<b>TA Term:</b>	Start Date (if different than TA Effective Date): <b>Month, day, 20xx</b> End Date: <b>Month, day, 20xx</b>

**1. SERVICES / DELIVERABLES**

<b>Services, Deliverables, Delivery Schedule:</b>	See Schedule A (Statement of Work)
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**2. FEES**

<b>Fee for Services:</b>	See Schedule B (Consultant Fee Proposal) Fees for Services not to exceed <b>\$0.00</b>
<b>Reimbursable Expenses:</b>	Reimbursable Expenses will be reimbursed in accordance with the Agreement and will not exceed <b>\$0.00</b> .
<b>Total Costs Not to Exceed:</b>	Consultant will perform the Services set forth in this TA, including delivery of Deliverables, for a total amount, exclusive of taxes, that will not exceed <b>\$0.00</b> .
<b>Estimated Taxes:</b>	Estimated sales taxes are as follows: <b>\$0.00</b>
<b>Price Protection:</b>	The fees in this TA will remain fixed for the duration of the TA regardless of an increase in fees set out in the Basis of Payment in the Agreement.

**3. ACCEPTANCE AND COMPLETION CRITERIA**

<b>Acceptance Criteria:</b>	Deliverables will be reviewed with the YESAB Project Manager within 15 calendar days of delivery. All Deliverables must conform to the specifications and standards set out in the Agreement and be reasonably acceptable by the YESAB Project Manager. In the event that YESAB does not accept a Service or Deliverable due to nonconformance, Consultant may be required to promptly re-perform the Service and, if applicable, resubmit the Deliverable.
<b>Completion Criteria:</b>	This TA will be considered complete when <u>one</u> of the following occurs: 1. YESAB issues final payment after Consultant satisfactorily performs all Services or delivers all Deliverables; or 2. YESAB terminates this TA pursuant to the terms of the Agreement.

**4. INVOICING**

<b>Invoicing:</b>	<p>Consultant must submit invoices on a monthly basis for Services delivered in the previous month. Invoices must be received by YESAB not later than the 15<sup>th</sup> of the billing month. Invoices not submitted by this time may not be paid.</p> <p>To be eligible for payment, invoices must: be submitted by email to <a href="mailto:yesab@yesab.ca">yesab@yesab.ca</a> specifying the Agreement number and be supported by (a) a detailed account of hours performed by each team member for each task; (b) clear reference to any documents or other deliverables that were provided in that month; (c) a copy of any invoices, receipts or vouchers for all reimbursable expenses and (d) sales taxes payable by YESAB must be shown separately along with Consultant’s HST or other tax registration number.</p> <p>Undisputed invoices will be paid within 30 calendar days of receipt provided (a) the Services has been accepted; and (b) the invoice complies with YESAB’s invoice specifications and the Agreement.</p>
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**5. SIGNATURE APPROVAL**

The parties hereby agree to the terms of this TA as of the TA Effective Date. This TA will only be considered a valid and binding agreement upon final signature by both parties. No changes to this TA will be considered valid unless they have been made in writing and duly signed by each party, and for changes that modify the fees and expenses, until YESAB issues a YESAB-signed change order to Consultant. Anything to the contrary will be considered null and void.

**YESAB**

**Consultant**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Date:

Date:

**Attachments:**

Schedule A: Statement of Work

Schedule B: Consultant Fee Proposal

Agreement No.	#####
RFP No.	#####

**ATTACHMENT C – BASIS OF PAYMENT**

Insert the entire Financial Bid Form from the RFP (including all the terms and conditions) and be sure to include the **populated** financial bid table that was included in Consultant’s proposal as the Financial Bid. This ensures ease-of-reference for future readers searching for the personnel rates to be used for Task Authorizations.

**ATTACHMENT C – RFP DOCUMENT**

If the RFP is noted as attached on the cover page, attach entire RFP document, with addenda, as Attachment C. If the RFP is incorporated by reference, either remove Attachment C or add a notation “RFP is incorporated into this Agreement by reference”.

**ATTACHMENT D – CONSULTANT’S PROPOSAL**

If the Consultant’s proposal is noted as attached on the cover page, attach Consultant’s bid document as Attachment D. If the proposal is noted as being incorporated by reference, either remove Attachment D or add a notation “Consultant’s proposal is incorporated into this Agreement by reference”.