

**MANITOBA LIQUOR AND LOTTERIES CORPORATION
SERVICE CONTRACT**

Contract Number: [insert contract number]

Dated as of the _____ day of [insert month], 20[insert year].

BETWEEN:

MANITOBA LIQUOR AND LOTTERIES CORPORATION
1555 Buffalo Place, Winnipeg, Manitoba R3T 1L9

(called “MBLL”),

- and -

[INSERT LEGAL NAME OF SERVICE PROVIDER]
[insert address of service provider]

(called the “Contractor”).

MBLL and the Contractor agree as follows:

SECTION 1.00 - TERM OF CONTRACT

1.01 This Contract comes into effect on [insert date] and shall continue until [insert date] (the “Term”) unless delayed, suspended, or extended beyond that date under section 15.00 or terminated before that date under section 16.00, with an option for MBLL to exercise [insert number of terms] additional term(s) of [insert number of months/years if applicable].

SECTION 2.00 - ENTIRE CONTRACT

2.01 This document and the attached Schedule(s) “A”, “B”, and “C”, contain the entire Contract between the parties. There are no undertakings, representations or promises, express or implied, other than those contained in this Contract.

SECTION 3.00 - SERVICES TO BE PROVIDED

3.01 MBLL agrees to retain the Contractor to provide the services outlined in the attached Schedule “A” (the “Services”) and the work product from those Services (the “Deliverables”). The Contractor agrees to provide the Services and Deliverables on the terms and conditions set out in this Contract.

3.02 Any amendments (modifications, additions or deletions) to this Contract shall only be effective if such amendments are made in writing and agreed upon by both parties, as evidenced by the signatures of each party’s authorized representatives.

3.03 MBLL and the Contractor agree that any work performed by the Contractor outside the scope of Schedule “A”, as amended, shall be deemed to be gratuitous on the Contractor’s part, and MBLL has no liability for payment or otherwise with respect to such work.

SECTION 4.00 - PERFORMANCE OF CONTRACTOR'S OBLIGATIONS

- 4.01 The Contractor represents and warrants that:
- (a) the Contractor possesses the necessary skills, expertise and experience to perform the Services in accordance with the provisions of this Contract; and
 - (b) the Contractor understands MBLL's requirements under this Contract and will be able to satisfy these requirements.
- 4.02 The Contractor agrees:
- (a) that the Contractor shall devote the time, attention, abilities and expertise necessary to properly perform the Contractor's obligations under this Contract;
 - (b) to perform all obligations and provide the Services in a professional manner satisfactory to MBLL;
 - (c) to comply with all reasonable directions and requests of MBLL;
 - (d) to comply with all work and safety rules of MBLL and must require its employees, agents, contractors and subcontractors to so comply;
 - (e) that the Services shall be provided by the individuals listed in Schedule "A" and shall all be at least eighteen years of age, unless otherwise agreed to in writing, by MBLL;
 - (f) to maintain, throughout the Term of this Contract, all permits, approvals, and licences as may be required by any municipal, provincial, or federal government authority in connection with the Services to be performed under this Contract; and
 - (g) to comply with all other terms and conditions as listed (*Add additional t&c's as applicable*).

SECTION 5.00 - RESTRICTION ON OTHER WORK

- 5.01 During the Term, the Contractor and any officers, employees or agents of the Contractor shall not provide services to any other person, firm, corporation or organization in a manner which might interfere or conflict with the proper performance of the Contractor's obligations under this Contract.
- 5.02 The Contractor agrees that it shall not refer to this Contract or the Services, now or in the future, in any press releases, advertising or promotional material and shall not use MBLL's corporate name or logo in any advertising or promotional material except with the prior written authorization of MBLL.

SECTION 6.00 - PROGRESS REPORTS AND ADMINISTRATIVE REVIEW

- 6.01 MBLL may conduct administrative reviews of the Services and Deliverables being provided pursuant to this Contract periodically during the Term. The Contractor will co-operate fully in any review, including, without limitation, providing requested records, documentation, etc. as may be further outlined in Schedule "A" hereto.

SECTION 7.00 - CONTRACTOR'S FEES AND EXPENSES

- 7.01 Subject to the following subsections, in consideration of Services performed and the Deliverables being provided to the satisfaction of MBLI pursuant to the terms of this Contract, MBLI shall pay to the Contractor the fees set out in Schedule "A".
- 7.02 The Contractor shall submit invoices to MBLI which must include any supporting documents, vouchers, statements and receipts as may be requested by MBLI. MBLI shall endeavour to pay the Contractor any fees due within thirty (30) days after the receipt and approval of the final invoice. Invoices can be submitted by email to accountspayable@mbll.ca. MBLI may request to make all payments by Electronic Funds Transfer (EFT), where possible Contractor will make every effort to comply.
- 7.03 Where required, MBLI will withhold non-resident withholding taxes from amounts payable to Contractor and remit them as required by the *Income Tax Act* (Canada), or pursuant to the terms of any other law or international treaty or convention to which MBLI is subject.
- 7.04 The Contractor shall exercise due diligence and make the most practical and economical arrangements for travel, meals and hospitality in accordance with MBLI's Vendor Travel Expense guidelines as may be amended in Schedule "A". Reimbursable expenses set forth in Schedule "A" should minimize costs while maximizing benefit to MBLI. All reimbursable expenses not listed must be identified and approved by MBLI prior to being incurred, or such expenses may not be reimbursed by MBLI.
- 7.05 MBLI shall not be responsible for payment of any other expenses incurred by the Contractor in the performance of this Contract unless approved in writing by MBLI.

SECTION 8.00 - ASSISTANCE FROM MBLI

- 8.01 MBLI agrees to make available to the Contractor such documents, records, materials, services, equipment and assistance from officers and employees of MBLI as may, in the opinion of MBLI, be reasonably necessary to assist the Contractor in the performance of this Contract.

SECTION 9.00 - CONFIDENTIALITY OF INFORMATION AND PROTECTION OF PERSONAL INFORMATION

- 9.01 While this Contract is in effect, and at all times thereafter, the Contractor and any officers, employees or agents of the Contractor:
- (a) shall treat as confidential all information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, acquired or to which access has been given in the course of, or incidental to, the performance of this Contract, including any Personal Information (as defined in *The Freedom of Information and Protection of Privacy Act* (Manitoba)) or the Personal Information Protection and Electronic Documents Act, (collectively, "Confidential Information");
 - (b) shall not, without first obtaining written permission from MBLI,
 - (i) use, or permit use of, Confidential Information except for the proper performance of the Contractor's obligations under this Contract, or
 - (ii) disclose, or permit disclosure of Confidential Information to any person, corporation or organization; and
 - (c) shall comply with any rules or directions made or given by MBLI with respect to safeguarding or ensuring the confidentiality of the Confidential Information.

- 9.02 Except for Personal Information, the obligations of confidentiality set out in section 9.01 do not apply to any Confidential Information which:
- (a) is known to the public through no act of the Contractor at the time of the acquisition thereof by the Contractor;
 - (b) after the acquisition thereof by the Contractor, becomes known to the public through no act of the Contractor;
 - (c) is already known to the Contractor at the time of disclosure and is not known by the Contractor to be subject to any obligation of confidence of any kind; or
 - (d) is lawfully received by the Contractor from a third party who is lawfully in possession of such Confidential Information.
- 9.03 The Contractor agrees that in addition to the foregoing, it shall comply at all times with the Privacy Agreement Schedule “B”
- 9.04 The Contractor agrees that in addition to the foregoing, it shall comply at all times with the CITO security safeguards and measures as outlined in Schedule “C” hereto.

SECTION 10.00 - OWNERSHIP OF INFORMATION AND MATERIALS

- 10.01 All information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Contractor, any officers, employees or agents of the Contractor, in the performance of, or incidental to the performance of this Contract, and all intellectual property rights therein (including, without limitation all copyright, patent, trade mark rights), shall be the exclusive property of MBLL, and shall be delivered without cost to MBLL upon request. MBLL’s ownership of information and materials does not include contractor’s working papers .
- 10.02 The Contractor hereby waives all of the Contractor’s moral rights under the *Copyright Act* (Canada) in the information, documents and materials described in subsection 10.01 in favour of MBLL, and agrees to execute any additional documents, in a form satisfactory to MBLL, which may be required to evidence this waiver. The Contractor further agrees to obtain from each of its officers, employees agents written waivers, in a form satisfactory to MBLL, of all their moral rights in such information, documents and materials in favour of MBLL.
- 10.03 Any equipment, materials, and supplies provided by MBLL to the Contractor for use in the performance of this Contract shall remain the property of MBLL and shall be returned without cost to MBLL upon request.

SECTION 11.00 - SECURITY

- 11.01 MBLL may require that the Contractor, or individual staff members of the Contractor, undergo financial and security screening. The Contractor shall execute and deliver and shall cause its employees to execute and deliver such consents and other documentation as may be reasonably required by MBLL to carry out the screening under this section.
- 11.02 When using the premises of MBLL, the Contractor and all officers, employees and agents of the Contractor shall comply with all security regulations in effect.
- 11.03 The Contractor acknowledges that it may be required to register with the Liquor & Gaming Authority of Manitoba (LGA). The registration process may include a security review if deemed necessary by LGA. The costs of registration and the security review shall be borne by the Contractor.

SECTION 12.00 - LIABILITY FOR INJURY, ETC. TO CONTRACTOR

- 12.01 MBLI shall not be liable for any injury to the Contractor, or to any officers, employees or agents of the Contractor, or for any damage to or loss of property of the Contractor, or of the officers, employees or agents of the Contractor, caused by or in any way related to the performance of this Contract.
- 12.02 Subsection 12.01 does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of MBLI while acting within the scope of his or her employment.

SECTION 13.00 - INDEMNIFICATION BY CONTRACTOR

- 13.01 The Contractor shall use due care in the performance of the obligations under this Contract to ensure that no person is injured, no property is damaged or lost and no rights are infringed.
- 13.02 The Contractor shall be solely responsible for:
- (a) any injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to, the performance of this Contract or the breach of any term or condition of this Contract by the Contractor, or the officers, employees or agents of the Contractor; and
 - (b) any omission or wrongful or negligent act of the Contractor, or of the officers, employees or agents of the Contractor;

and shall save harmless and indemnify MBLI, its officers, employees and agents from and against all losses, claims, damages, costs, charges, expenses, liabilities and demands with respect to clauses (a) and (b).

SECTION 14.00 - INSURANCE

- 14.01 The Contractor has purchased and will maintain throughout the Term:
- (a) commercial general liability insurance with minimum coverage limits of TWO MILLION (\$2,000,000.00) DOLLARS per occurrence for the Services provided by the Contractor pursuant to this Contract; and
 - (b) Automobile liability insurance of not less than \$5,000,000 for each accident, covering all owned, non-owned and hired vehicles used in the Contractor's operations;
- 14.02 Insurance coverage specified in items 14.01(a)-(b) above shall:
- (a) be underwritten by insurers acceptable to MBLI and provide that thirty (30) days' prior written notice shall be given to MBLI by the Insurer in the event the policy is materially altered or cancelled;
 - (b) be evidenced by a Certificate(s) of Insurance as written evidence of the required insurance, prior to commencing the Services and at the time of the renewal of each of the policy or policies.
- 14.03 If any Services to be provided pursuant to this Contract are to be provided by a subcontractor engaged by the Contractor, then the required insurance coverages may be purchased and maintained by the subcontractor with respect to the specific Services provided by that subcontractor. However, the Contractor shall be wholly responsible to ensure that the required insurance coverages are maintained and that satisfactory written evidence of same is provided to MBLI.

- 14.04 All of the above policies shall contain a clause which states that the insurers will not cancel or materially alter the policy without giving at least thirty (30) calendar days prior notice in writing to MBLL.
- 14.05 In requiring the foregoing minimum insurance policy coverages, MBLL does not represent that such amounts are adequate to cover all possible claims or losses that may be incurred under this Contract and expressly disclaims such a representation. The Contractor acknowledges that it is solely responsible for determining the adequacy of its insurance coverage.

SECTION 15.00 - SUSPENSION OR EXTENSION

- 15.01 MBLL may, at its sole option, extend, delay or suspend Services being provided under this Contract, in whole or in part, in writing for such period of time as may, in the opinion of MBLL, be necessary.
- 15.02 MBLL may, at its sole option, extend the time in which the Services are to be provided in writing if necessary by reason of circumstances beyond the control of the Contractor or through no fault or negligence of the Contractor, including, without limitation, acts of God, nature, riots, acts of war, fire, earthquake, interruption in utilities or other disasters.
- 15.03 If, during the Term any bargaining unit of employees of the Contractor or MBLL strikes or is locked out, the Contract will, at the option of MBLL, either be suspended for the duration of such strike or lockout or be terminated by written notice given by MBLL. Such suspension or termination, as the case may be, shall be effective as at the date specified in such written notice, but not earlier than one (1) day after such written notice is given.
- 15.04 Where there is a delay, suspension, or an extension of time under this section, all terms and conditions of this Contract shall continue in full force and effect against the Contractor. The Contractor shall not be entitled to make any claim for damages by reason of the delay, suspension or extension.

SECTION 16.00 - TERMINATION

- 16.01 MBLL may terminate this Contract, without cause, at any time by giving thirty (30) days' notice in writing to the Contractor.
- 16.02 In addition to its rights under subsection 16.01, and without restricting any other remedies available, MBLL may, at its sole option, immediately terminate this Contract in writing if:
- (a) in the opinion of MBLL, the Services provided by the Contractor are unsatisfactory, inadequate, or are improperly performed, or the Contractor has failed to comply with any term or condition of this Contract and such failure continues or such unsatisfactory Services remain unremedied for ten (10) days after the Contractor has been notified by MBLL of such failure; or
 - (b) the Contractor is dissolved or becomes bankrupt or insolvent.
- 16.03 Upon termination of this Contract, the Contractor shall cease to perform any further work, and shall deliver to MBLL any finished work which has not been delivered and accepted prior to termination, together with any materials and work in progress relating to this Contract. MBLL shall be under no obligation to the Contractor other than to pay, upon receipt of an invoice and supporting documentation satisfactory to MBLL, such compensation as the Contractor may be entitled to receive under this Contract for work completed to the satisfaction of MBLL up to the date of termination.

- 16.04 If, upon termination of this Contract, there is any equipment that needs to be removed from MBLL's property, the Contractor shall remove any and all such equipment within 15 days of the date of termination. If such equipment is not removed within that time period, MBLL shall be entitled to remove such equipment and the Contractor shall be responsible for all costs associated with such removal and transport. MBLL will not be liable for any damage or loss related to any removed or returned equipment.

SECTION 17.00 - SURVIVAL OF TERMS

- 17.01 Sections 5.02, 9.00, 10.00, 12.00, 13.00, 16.00 and 18.00 shall survive the termination or expiration of this Contract.

SECTION 18.00 - INDEPENDENT CONTRACTOR

- 18.01 The Contractor is an independent contractor, and this Contract does not create the relationship of employer and employee, or of principal and agent, between MBLL and the Contractor or between MBLL and any officers, employees or agents of the Contractor.
- 18.02 The Contractor is responsible for any deductions or remittances which may be required by law.
- 18.03 In the event it is determined that the Contractor is not an independent contractor and that this Contract creates the relationship of employer and employee between MBLL and the Contractor, the Contractor agrees to be solely responsible and to save harmless and indemnify MBLL, its officers, employees and agents from and against all claims, liabilities, orders, costs and demands resulting from such a determination, to the extent that such an indemnity is not prohibited by law. Should such a determination be made, the Contractor agrees that the amount MBLL has paid to the Contractor under this Contract shall constitute an all-inclusive payment of the Contractor's wages, vacation pay, overtime pay, benefits or other remuneration whatsoever, regardless of the day of the week on which the Services were performed or the number of hours worked in a day or week.
- 18.04 The Contractor shall not incur any expenses or debts on behalf of, or make any commitments for, MBLL without first obtaining written permission from MBLL.

SECTION 19.00 - NO ASSIGNMENT OF CONTRACT

- 19.01 The Contractor shall not assign or transfer this Contract or any of the rights or obligations under this Contract without first obtaining written permission from MBLL. No assignment or transfer of this Contract or any portion thereof shall relieve the Contractor of any obligations under this Contract, except to the extent they are properly performed by the Contractor's permitted assigns.
- 19.02 Any sub-contracting by the Contractor of any part or portion of its obligations or Services to be provided under this Contract must be agreed to in writing by MBLL prior to such sub-contractor providing Services.
- 19.03 The Services under this Contract shall be performed by the individuals identified in Schedule "A" (the "**Key Persons**"). In order to ensure continuity of Services and effective utilization of knowledge obtained by the Contractor in the course of providing the Services, the Contractor may not replace or reassign the Key Persons without MBLL's prior written consent, which will not be unreasonably withheld. Nothing in this Section shall in any way restrict the ability of the Contractor to use staff other than the Key Persons in the provision of the Services.

19.04 This Contract shall be binding upon the executors, administrators, heirs, successors and any permitted assigns of the Contractor.

SECTION 20.00 - TIME OF ESSENCE

20.01 Time shall be of the essence of this Contract.

SECTION 21.00 - SEVERABILITY

21.01 If any provision of this Contract is for any reason invalid, that provision shall be considered separate and severable from this Contract, and the other provisions of this Contract shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Contract.

SECTION 22.00 - APPLICABLE LAW/ RESPECT OF LEGISLATION & JURISDICTION

22.01 This Contract shall be governed by, interpreted, performed and enforced in accordance with the laws of the Province of Manitoba, and the federal laws of Canada applicable therein.

22.02 The Contractor will respect all legislation governing its sector of activity including municipal, provincial, federal, and international laws, governing regulations, and licensing requirements, as amended from time to time during the Term.

22.03 Any legal proceedings relating to the subject matter of this contract shall be submitted to the exclusive jurisdiction of the courts of the Province of Manitoba.

SECTION 23.00 - INTERPRETATION

23.01 Language in this Contract:

- (a) indicating the singular shall be understood to include the plural and vice versa;
- (b) indicating gender shall be understood to mean the masculine or feminine as the context requires.

23.02 The parties have agreed that this Contract and any notice given under this Contract shall be written in English.

SECTION 24.00 - NOTICES

24.01 Any notice or other communication to the Contractor under this Contract shall be in writing and shall be delivered personally to the Contractor or an officer or employee of the Contractor or sent by registered mail, postage prepaid, or by way of facsimile transmission or electronic mail, to:

[insert Company name,
address,
Telephone : _____
Fax: _____
[insert email address, if applicable]
Attention: _____

24.02 Any notice or other communication to MBLL under this Contract shall be in writing and shall be delivered or sent by registered mail, postage prepaid, or by way of facsimile transmission or electronic mail, to:

Manitoba Liquor and Lotteries Corporation
Corporate Procurement
1555 Buffalo Place
Winnipeg, Manitoba R3T 1L9
Telephone (204) _____
Fax: (204) • _____
[insert email, if applicable]
Attention:

24.03 Any notice or communication sent by registered mail shall be deemed to have been received on the third business day following the date of mailing. Any notice or communication sent by facsimile or electronic mail shall be deemed to have been received on the business day following the confirmed transmission. If mail service is disrupted by labour controversy, notice shall be delivered personally.

24.04 This Contract has been executed on behalf of Manitoba Liquor and Lotteries Corporation and by the Contractor (by their respective duly authorized representatives) below.

IN WITNESS WHEREOF each of the Parties has executed the Agreement as of the date written above.

For:
MANITOBA LIQUOR AND LOTTERIES
CORPORATION

For:
[INSERT NAME OF CONTRACTOR]

By: _____

By: _____

Name: [Insert Signatory Name]

Title: [Insert Signatory Title]

Date: _____

Name: [Insert Signatory Name]

Title: [Insert Signatory Title]

Date: _____

By: _____

Name: [Insert Signatory Name]

Title: [Insert Signatory Title]

Date: _____

Specimen

SCHEDULE "A"

1) Services to be Provided (Section 3 of Service Contract)

Detailed description of the services

2) Progress Reports and Administrative Review(Section 6 of Service Contract)

MBLL shall conduct yearly administrative reviews of the services and deliverables being provided by the contractor. Reviews will focus on:

If applicable what the expectations are for the reporting or review

3) Contractor's Fees and Expenses (Section 7 .00 of Service Contract)

Details of fees , payment schedules, travel guideline reference

4) Key Persons(Section 19 – 19.03 of Service Contract)

Detail any "Key Persons" that will be performing work under this service contract.