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THIS AGREEMENT MADE this enter DAY **day of** enter MONTH**,** enter YEAR
(the "Effective Date")

BETWEEN:

THE GOVERNMENT OF THE NORTHWEST TERRITORIES
as represented by the Minister of Justice
(the "GNWT")

AND:

CONTRACTOR
of the City of Click here to enter CITY in the Click here to enter PROVINCE/TERR
(the "Contractor")

STATEMENT OF PURPOSE

The GNWT requires the legal services of the Contractor and the Contractor has agreed to provide those Services described in this Agreement;

The Minister or Deputy Minister of Justice of the GNWT is the contract authority for contracts for legal services; and

This Agreement witnesses that in consideration of the terms and conditions contained herein, and other good and valuable consideration, the parties agree as follows:

TERMS AND CONDITIONS

1. The Contractor shall provide the following legal services (herein the "Services") to the GNWT:

   The Services shall be provided by the Contractor at the rate indicated in Schedule "A" (attached hereto).

2. The provision of the Services by the Contractor shall be subject to the instructions as provided from time to time by the [position], _____, GNWT Department of _____, any person acting in his or her place, or such other person or persons as he or she might designate in writing.

3. The Contractor is an independent Contractor and nothing contained in this Agreement shall be deemed to create an employment relationship between the parties. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, employment insurance, income tax, workers' compensation and the GNWT Payroll Tax.

4. This Agreement shall commence on the Effective Date and shall continue in force until Click here to enter a date unless otherwise terminated or extended in accordance with the terms of this Agreement.

5. Where the Contractor has made BIP commitments the Contractor shall, with the submission of each invoice claim, deliver to the GNWT a completed Substantiation of BIP Content – Invoice Report form.

   Invoices that do not have a Substantiation of BIP Content – Invoice Report form will be returned to the Contractor and may encounter delay in payment. Microsoft Excel versions of these forms can be accessed at: https://www.fin.gov.nt.ca/en/services/procurement-shared-services/forms

6. The Contractor may bill the GNWT from time to time but no more frequently than monthly. All accounts shall be itemized giving details with dates, activities and time spent on each activity. Accounts shall be calculated on the basis of the fees, charges and expenses specified in Schedule "A". All invoices are to be addressed and sent to:

   Financial and Employee Shared Services
   Government of the Northwest Territories
   PO BAG SERVICE 1511
   YELLOWKNIFE, NT X1A 2R3

   Email: financial_sharedservices@gov.nt.ca

   Invoices should clearly indicate the reference number (_____) to avoid delay in payment. Invoices that do not indicate the reference number may be returned to the Contractor.

7. On the expiration or termination of the Agreement, the Contractor shall provide the GNWT with a final statement of account.

8. Provided all terms and conditions on the part of the Contractor have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after receipt of the Services, whichever is later. Invoices from Northern Contractors (as defined by the GNWT *Business Incentive Policy*, 63.02) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after delivery of the Services, whichever is later.

9. The GNWT certifies that the services purchased by the GNWT from the Contractor are being purchased with government funds and are not, therefore, subject to the Goods and Services Tax (the "GST") and, if applicable, the Harmonized Sales Tax (the "HST").

   Even though the Contractor will not charge GST or HST, the Contractor may be eligible to receive input tax credits with respect to any GST liability incurred by the Contractor in providing the Services if such a refund would be available in other circumstances. It is the sole responsibility of the Contractor to determine if input tax credits are available in respect of the provision of services to the GNWT. The GNWT will not compensate the Contractor for any GST or HST liability incurred in the provision of services to the GNWT.

10. Payment is subject to Section 97 of the Financial Administration Act, S.N.W.T. 2015, c.13, as amended, which reads as follows:

    "It is a condition of every contract and other agreement made by or on behalf of Government requiring an expenditure that an expenditure pursuant to the contract or agreement will be

incurred only if there is a sufficient uncommitted balance in the appropriation for the department for the Government fiscal year in which the expenditure is required under the contract or agreement"

11. The Contractor shall not, without the approval of the GNWT:

    (a) assign this Agreement in whole or in part;
    (b) subcontract the provision of the Services in whole or in part

12. Either party may terminate this Agreement at any time without cause or notice.

13. This Agreement shall be interpreted and governed by the laws of the Northwest Territories.

14. The GNWT may set off any payment due to the Contractor pursuant to this Agreement against any monies owed by the Contractor to the GNWT only in accordance with section 57 of the NWT *Financial Administration Act*, which provides that:

    The Comptroller General may retain money by way of deduction or set-off out of money payable to a person by Government out of the Consolidated Revenue Fund or by a public agency, if (a) that person owes money to Government or a public agency; (b) Government or a public agency has made an overpayment to that person; or (c) that person received an accountable advance and has not repaid or accounted for it.

15. The Contractor warrants that all lawyers providing the Services pursuant to this Agreement are licensed to practice as barristers and solicitors in the Northwest Territories, and that they maintain professional liability insurance.

16. There shall be no waiver of a breach of any term or condition of this Agreement unless the waiver is in writing and signed by the party which has not committed the breach. A waiver with respect to any specific breach shall not affect the rights of the parties relating to other or future breaches.

17. Upon completion of the services, if requested in writing to do so, the Contractor shall deliver to the GNWT all correspondence, documents, papers and property belonging to the GNWT which come into the Contractor's possession or control by virtue of this Agreement or to which the GNWT is entitled as a result of the provision of the Services pursuant to this Agreement.

18. Except as may be reasonably required in connection with the provision of the Services, the Contractor shall not disclose to any third party any information relating to the GNWT obtained by virtue of the provision of the Services pursuant to this Agreement. This confidentiality requirement shall survive the expiration or termination of this Agreement.

19. In the event that the provision of the Services creates a conflict with any other party that the Contractor may represent, the GNWT shall be advised of the conflict immediately.

20. The Contractor shall defend, indemnify and hold harmless the GNWT, its Ministers, officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omissions of the Contractor in its performance of this Agreement. The obligation to

indemnify and hold harmless shall not apply to the extent that a court of competent jurisdiction finally determines that such losses or damages were caused by the intentional or negligent acts or omissions of the GNWT, its Ministers, officers, employees, servants or agents.

21. This Agreement may be amended by instrument in writing signed by the parties.

22. The Contractor shall keep proper accounts and records of, or relating to, the Services for at least a period of three (3) years from the expiration or termination of this Agreement. At any time during the term of this Agreement or within the three (3) year period referred to in this clause, the Contractor, upon the request of the GNWT, shall produce such accounts and records.

23. All notices from the GNWT to the Contractor, and *vice versa*, may be sent registered or certified mail or by facsimile transmission, addressed to the party to who it is sent at the address shown below or such other address as either party may specify to the other in writing. All notices, invoices or other documents shall be deemed to have been received:

(a) On the date of delivery, when transmitted by facsimile transmission, or

(b) On the fifth business day, when sent by registered or certified mail.

i) Notices to the GNWT shall be sent to:

ii) Notices to the Contractor shall be sent to:

Click here to enter text

IN WITNESS WHEREOF the Contractor has signed this Agreement on the _____ day of _____, 20___.

CONTRACTOR

Per: _____
Authorized Signature

_____
Print Name / Title

_____
Witness

IN WITNESS WHEREOF the GNWT has signed this Agreement on the _____ day of _____, 20___.

GOVERNMENT OF THE NORTHWEST TERRITORIES

Per: _____
Authorized Signature

_____
Print Name / Title

_____
Witness