

# Simple Non-Public Property Contract for Services

These Articles of Agreement are made as of the **insert day** of **insert month**, **insert**

**insert contract number**

between

**His Majesty the King in right of Canada, as represented by the insert Chief of Defence Base/Wing/Unit Commander** in his/her/their Non-Public Property capacity through

This field is not mandatory. Not all CFMWS divisions track contracts. If your division does not keep track of contracts, delete the field. If you are not sure whether your division numbers contracts, contact your NPP Contracting Representative.

For CDS Created Organization – Use CANEX, SISIP FS or CFMWS.

Example:

His Majesty the King in right of Canada, as represented by the Chief of Defence Staff in his non-public property capacity through Canadian Forces Morale and Welfare Services

For Commanding Officer organizations use base/wing/unit name.

Example:

His Majesty the King in right of Canada, as represented by the Commander 4 Wing Cold Lake in his NPP capacity through Cold Lake Golf and Winter Club

**Insert Canadian Forces Morale and Welfare Services or Canadian Forces Base/Wing/Unit name as appropriate**

(referred to in the contract as “

and

**Insert name  
Title and legal status  
Full current mailing address  
Full current mailing address**

Never use personal names in legal titles.

It is NOT: His Majesty the King in Right of Canada, as represented by Col Jonathan Michaud in his NPP Capacity through the Junior Ranks Mess

Never use functions other than the CDS or B/W/U Commanders.

It is NOT: His Majesty the King in Right of Canada, as represented by Senior Manager PSP in her NPP capacity through the Junior Ranks Mess

(referred to in the contract as the “C

Contractor agree as follows:

If drafting a contract with an individual, insert full name. If drafting a contract with a company, insert company name - not the name of the representative, but a legal company name. If there is no company title/legal status, delete the second field.

## 1. Contract Documents

1.1 The following documents and **insert contract number** form the Contract between NPP and the Contractor:

- (i) these Articles of Agreements;
- (ii) Annex "B" entitled "General Conditions; **(link will be inserted)**
- (iii) the Statement of Work at Annex "A"; and
- (iv) add more, if necessary. **(Remove this line if not needed.)**

Add all relevant materials - RFP, drawings, plans, etc.

1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

## 2. Compliance with Applicable Laws

This contract shall be governed by and construed in accordance with the laws in force in the province of **insert province name**.

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### 3. Security

[There are no security requirements applicable to the Contract.

**OR**

The Contractor understands and agrees to have all its employees and assigned to the Contract able to obtain and maintain for the duration of the Contract a valid security clearance appropriate to the level required. Contractor must provide proof of the valid security clearances to NPP.

If unsure whether security requirements apply to a contract, check with a Unit Security Officer on your Base/Wing or CFMWS HQ. One option must be selected. Select the applicable option and remove the rest.

The Contractor understands and agrees to be solely responsible for the acquisition, renewal and payment of the required security clearance.]

### 4. Date of Completion of Work and Description of Work

- 4.1 The Contractor shall between **insert day** of **insert month**, **insert year** and **insert day** of **insert month**, **insert year** perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work at Annex A.

Insert required period of service.  
For example, 31 March 2022 – 31 December 2022.

- 5.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of **insert amount** plus Services Tax (GST)/Harmonized Sales Tax (HST).
- 5.2 NPP will not pay the Contractor for any design changes, modifications or additional Work, unless they have been approved, in writing, by the Contracting Authority for incorporation into the Work.

Firm price includes all the costs associated with a contract. You cannot use cost per hour for this contract without modifications. Cost per hour necessitates additional provisions that the current template does not contain. For assistance, contact the NPP Procurement and Contracts Officer.

### 6. Method of Payment

- 6.1 Payment by NPP to the Contractor for the work shall be made within thirty (30) days following the receipt of substantiating documentation are received according to the terms

Select the appropriate payment method and remove the rest.

**OR**

- 6.2 NPP will pay the Contractor in accordance with the payment provisions of the Contract if:
- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by NPP; and
  - (iii) the Work delivered has been accepted by NPP.
- 6.3 Payment by NPP to the Contractor for the work shall be made:

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Advance Payment/Deposit (**select applicable**) – on **INSERT DATE** (**delete if not applicable**) in the amount of **insert deposit amount** plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST).

Payment I - upon satisfactory completion and delivery of the requirements set out in Annex A to this Contract in the amount of **insert final amount** plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST) within thirty (30) days following the date the final invoice is received.

Final - upon satisfactory completion and delivery of the requirements set out in Annex A to this Contract in the amount of **insert final amount** plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST) within thirty (30) days following the date the final invoice is received.

**Delete "Payment I" if not required.** [

**If a different method of payment is needed, please contact the NPP Procurement and Contracts Officer, Jasmina Fazlic. Delete this para before finalizing the contract** ]

\*Select the appropriate terminology – Advance Payment or Deposit.  
\*Remove "on INSERT DATE" if not required.  
\*If requiring multiple payments, copy and paste the second paragraph and adjust the numbering. Payment I, Payment II, etc.

### 7. Invoices

Invoices are to be submitted to:

Attention: **insert name** ]  
Address: **insert address** ]  
**insert address** ]  
**insert address** ]  
Tel: **insert phone number** ]  
Email: **insert email** ]

### 8. NPP Representative

The Contracting Authority is responsible for the management of the Contract. The Contracting Authority must be authorized in writing by the Contracting Authority to perform work in excess of or outside the scope of the Contract based on requests or instructions from anybody other than the Contracting Authority.

Contracting Authority:

Title: **insert title** ]  
Name: **insert name** ]  
Tel: **insert phone number** ]  
Email: **insert email** ]

Contracting Authority draws the authority from the CDS Delegation of Authorities for Financial Administration of NPP and is based on a job position/function. It could, also, be sub delegated by the responsible CFMWS/ B/W chain of command.

Always ensure that the CA has a sufficient DOA to cover the total contract amount.

### 9. Contractor Representative

Title: **insert title** ]  
Name: **insert name** ]  
Tel: **insert phone number** ]  
Email: **insert email** ]

### 10. Insurance Requirements

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10.1 The Contractor shall provide, at the Contractor's sole cost and expense, proof, satisfactory to the Contracting Authority, of the following property and liability insurance:

As it stands in a blank template, para 13. Insurance Requirements contains TWO options.

One when the insurance is required (13.1-13.3) and the other when the insurance is not required (13.4).

Before the contract is sent to the contractor, one of the options must be selected. The other one must be deleted.

General liability insurance covering liability for personal injury, bodily injury, and damage to the property of third parties; and,

Insurance covering for loss or damage to the property of NPP.

Insurance required by the Contractor shall:

Not exceed more than two million dollars (\$2,000,000.00) in respect of any one occurrence; and,

- (ii) Name the Contractor and His Majesty the King in right of Canada as represented by Chief of Defence Staff in his Non-Public Property capacity as an Additional Insured as its interest may appear. (Delete if waived.)

Insurance requirements are mandatory for NPP contracts. Only a CFMWS Div Head or a Base/Wing Commander can authorize the removal of the insurance requirement. Each division has its own authorization procedures so please contact your NPP Contracting Representative for details.

10.3 Failure to provide proof of insurance as set out in 9.1 will constitute an event of default under the contract. The insurance requirements do not release the Contractor from or reduce its liability for or other obligations under the Contract.

If removal of the insurance requirement was authorized, make sure to delete paras 13.1-13.3 and leave para 13.4 under the insurance requirement clause.

(Assuming the removal of Insurance Requirements was approved in accordance with the NPP Contracting Policy, delete 9.1-9.3 and use only 9.4. Delete this instruction before finalizing the contract.)

Delete before finalizing the contract.

The Contractor is responsible for deciding for its own purposes if insurance coverage is required to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is for its own benefit and protection. It does not release the Contractor from its liability or other obligations under the Contract.

If the insurance is required, delete 13.4 and the instructions above it.

11. Dispute Resolution

11.1 If a dispute arises, regarding the interpretation and/or implementation of this Agreement, the Contracting Authority and the Contractor shall make every effort to resolve the dispute as soon as possible through consultation and negotiation in good faith and in a spirit of mutual cooperation.

11.2 If the dispute is not resolved within five (5) business days, either party may elect to escalate the resolution of such dispute to a senior level contracting authority from each party who will promptly meet and confer in an effort to resolve the dispute. Any mutually agreed decisions of the senior level contracting authorities will be final and binding on both parties.

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This Contract has been executed on behalf of the Contractor and on behalf of His Majesty the King in right of Canada, as represented by the insert Chief of Defence Staff or Base/Wing/Unit Commander in his Non-Public property capacity, by their duly authorized officers.

His Majesty the King in right of Canada, as represented by the insert Chief of Defence Staff or Base/Wing/Unit Commander in his Non-Public Property capacity through Insert Canadian Forces Morale and Welfare Services or Canadian Forces Base/Wing/Unit name as appropriate

If Contractor is a corporation:

insert name of corporation/partnership/sole proprietorship

All signatures MUST be on the same page of the same document. It is not permissible to sign two separate contract copies, one by NPP and the other by the contractor. Signatures must be under appropriate headings. As an NPP representative, do not sign in a right hand column. If the contract is with a company, use the first option and delete everything after "OR". If the contract is with an individual, use the second option and delete everything above "OR".

and the ship/proprietorship

per:

Insert name and title of signing officer

e of duly authorized

WITNESS

Name: insert witness name Address: insert address insert address

WITNESS

Name: insert witness name Address: insert address insert address

OR

His Majesty the King in right of Canada, as represented by the insert Chief of Defence Staff or Base/Wing/Unit Commander in his Non-Public Property capacity through Insert Canadian Forces Morale and Welfare Services or Canadian Forces Base/Wing/Unit name as appropriate

If Contractor is a private individual:

per:

Insert name and title of signing officer

Insert contractor name GST/HST #: insert number Additional Info:

WITNESS

Name: insert witness name

WITNESS

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Address: **{insert address}**  
**{insert address}**

Name: **{Insert witness name}**  
Address: **{insert address}**  
**{insert address}**

All the fields in the Statement of Work are fully editable.

## 1. Objective

The objective identifies the operational requirement and end result of the project.

## 2. Project Background

The background generally describes the requirement and provides an understanding of the organization's objectives and mandate.

## 3. Scope of Work

This section should highlight what is included in the scope of the project in broader terms. Describe the operational requirements at a high level. Each requirement identified in this section should be further broken down into a number of deliverables and tasks that will be defined in sections 7 and 8 below.

## 4. Location of Work

Specify the location details.

## 5. Period of Performance

Specify the period of performance.

## 6. Travel

Describe travel requirements.

## 7. Deliverables

This section identifies the tangible outputs that the Contractor must produce in order to meet its contractual obligations as outlined in 3. Scope of Work. Clearly list the requested schedule for the delivery date of each deliverable. Provide sufficient information so that all parties understand what will constitute completion of a phase or milestone in the work.

Insert deliverables  
Insert deliverables  
Insert (add lines as necessary)

## 8. Tasks

This section should provide a precise and systematic description of each individual task to be performed by the Contractor in order to supply the deliverables identified in section 6. above. List the requested schedule for each task or milestone.

Insert Task  
Insert Task  
Insert Task (add lines as necessary)

## 9. Acceptance Criteria

The acceptance criteria for each deliverable must be explicitly identified, referencing, where possible, exact specifications.

Specify how the payment schedule will be matched to the measurement of performance throughout

the contract.

### 10. Assumptions and Constraints

Any issues or constraints that may affect the cost, time or performance of a task must be identified in this section.

### 11. Applicable Standards

Specify any industry standards, if applicable.

### 12. Contractor Qualifications

Identify certifications and qualifications required by the Contractor in order to perform the work.

### 13. Applicable Documents

If required.

### 14. Special Requirements

Security requirements, for example.

### 15. Reporting

Specify the reporting requirements including frequency. Monitoring the work is critical to ensuring that the project stays on track and that milestones are met, services are provided as required, goods are delivered, or deliverables provided in accordance with the terms. Identifying reporting mechanism that enables such monitoring is very important.

It is recommended that specific format requirements for reports be included as an appendix if it is lengthy and detailed.

### 16. Contracting, Project and Technical Authority

Contracting Authority	
Attention:	
Address:	
Email:	

Technical Authority	
Attention:	
Address:	
Email:	

### 17. Warranty

Insert warranty requirements.