

TRAINING SERVICES AGREEMENT

This Training Services Agreement (this "Agreement") is made effective as of the date set out in Schedule "A" (the "Effective Date") between **Export Development Canada ("EDC")** with its head office located at 150 Slater Street, Ottawa, ON K1A 1K3 and **SUPPLIER'S LEGAL NAME (the "Supplier")** with its head office located at **Address, City, Postal Code** .

1. SERVICES, DELIVERABLES AND REPRESENTATIVE

- 1.1 EDC hereby retains the Supplier to provide to EDC services ("Services") and to supply the work product (the "Deliverables") described in the attached Schedule "A" as of the Commencement Date specified in Schedule "A".
- 1.2 If the "Representative" section in a Schedule "A" names a specific individual or individuals, EDC engages the Supplier to provide the Services under such Schedule "A" on the express and essential condition that the Services under such Schedule "A" shall be performed by said individuals and by no other person. In the event that the Representative is no longer (i) able or willing to perform the Services, or (ii) active with or employed by the Supplier, for any reason whatsoever, EDC shall have the right to terminate the applicable Schedule "A" immediately upon written notice, without prejudice to EDC's rights hereunder. Notwithstanding the immediately preceding sentence, the Supplier may replace the Representative with another individual reasonably satisfactory to EDC with the prior written consent of EDC.

2. FEES, EXPENSES AND TAXES

- 2.1 For and in consideration of the Services and Deliverables furnished by the Supplier to EDC under this Agreement, the Supplier shall receive fees set out in Schedule "A". Although the fees set out in Schedule "A" may not set out the relevant sales, goods and services, excise, value added or similar taxes, whether of federal or other jurisdictional level, taxes should be charged to EDC in the normal course, and suppliers may be subject to withholding tax under Canadian law, subject to any proof of exemption or waiver certificate. All taxes shall be shown separately on each invoice. Invoices shall be submitted to the attention of Accounts Payable as set out in Schedule "A".

3. TERM AND TERMINATION

- 3.1 This Agreement shall terminate on the Termination Date set out in Schedule "A" unless terminated earlier pursuant to the terms of this Agreement.
- 3.2 Either party may terminate this Agreement or a specified Schedule "A":
 - (a) at any time for convenience upon fourteen (14) days' written notice to the other party; or
 - (b) immediately upon written notice if the other party becomes insolvent, or is made the subject of bankruptcy, conservatorship, receivership or similar proceedings.
- 3.3 EDC may also terminate this Agreement, without prejudice to EDC's rights hereunder:
 - (a) in accordance with Section 1 of this Agreement;
 - (a) immediately upon written notice, if (i) the Supplier, Representative, or any permitted subcontractor, as applicable, fails to meet or maintain any security clearance requirements; or (ii) the Supplier or the Representative, as applicable, breaches any provision of Sections 5.4 or 8 of this Agreement; or
 - (b) if the Supplier breaches any provision of this Agreement other than Sections 5.4 or 8 and fails to remedy such breach within five (5) business days following notice thereof.

- 3.4 This Agreement shall not be renewed by its own terms, and any further rendition of services by the Supplier beyond the Term of the Agreement shall require the execution of a new Agreement with a new purchase order number.

4. CONSEQUENCES OF TERMINATION

- 4.1 Should this Agreement or a specified Schedule "A" terminate for any reason, EDC shall pay the Supplier for all of the Services and Deliverables satisfactorily rendered and delivered by the Supplier under the Agreement or specified Schedule "A", as applicable, prior to such termination and for all expenses reasonably and properly incurred by the Supplier prior to such termination, if payable hereunder. EDC shall have no further obligation to Supplier for any costs, losses or damages of any kind whatsoever as a result of such expiration or termination.
- 4.2 In the event of termination of the Agreement or a specified Schedule "A" by EDC for any reason other than convenience, or by the Supplier for any reason, EDC may withhold any unpaid amounts due to the Supplier under the terminated Agreement or Schedule "A", as applicable, which amounts may be applied by EDC to indemnify it for any amounts owing by the Supplier to EDC thereunder and any excess costs that EDC may incur to complete the Services or Deliverables to be delivered under the terminated Agreement or Schedule "A", as applicable. Any amounts so withheld that are not applied toward such indemnification shall be paid to the Supplier when EDC, in its sole discretion, determines that it has been adequately indemnified.
- 4.3 The provisions of Sections 4, 5, 6, 7, 8, 9, 10, 12, 14 and 15 of this Agreement shall survive any termination of this Agreement.

5. REPRESENTATIONS AND WARRANTIES, COVENANTS, AND ACKNOWLEDGEMENTS

- 5.1 The Supplier hereby represents and warrants that:
- (a) it has the authority and capacity to enter into this Agreement and neither it nor the Representative is subject to any restrictive covenant or other legal or contractual obligation which prohibits the Supplier or the Representative from performing the Services or supplying the Deliverables;
 - (b) none of the Services or Deliverables infringe the intellectual property rights of any other person and EDC shall have the right to use the Services and Deliverables without any restriction or obligation to any person other than Supplier pursuant to the IP Rider attached hereto. **[LEGAL TO REVIEW RIDER]**
 - (c) neither the Supplier, the Representative nor any other employee or agent of the Supplier has any relationship with EDC or its employees, or with any third party with whom EDC has contracted, which would cause a conflict of interest for such person in relation to this Agreement or in respect of the Services or Deliverables;
 - (d) the Supplier is, where applicable, duly registered as a registrant under Part IX of the Excise Tax Act (Canada).
- 5.2 The Supplier covenants to EDC that:
- (a) it will perform the Services in timely, professional and competent manner, with all due skill and care, and in accordance with applicable professional standards;
 - (b) the Deliverables will conform to the requirements and specifications set out in the applicable Schedule "A";
 - (c) it will maintain its own business insurance and shall provide EDC with proof of such insurance upon request;
 - (d) it will meet and maintain any requisite government security screening requirements as may be determined as necessary by EDC from time to time, will ensure that its employees and agents, including the Representative maintain such government security screening requirements and will cause its employees and agents, including the Representative, to take all necessary steps to meet such requirements. These requirements may involve verification of personal data, education/professional qualifications, employment history and other similar checks;
 - (e) should a conflict of interest arise as described in 5.1(c), the Supplier will immediately notify EDC; and
 - (f) in the event the individuals performing the Service do so in Canada, such individuals shall have obtained all necessary permissions to work in Canada and shall have the right to work in Canada.

- 5.3 The Supplier acknowledges EDC's commitment to employment equity and diversity in the workplace. EDC encourages the Supplier to consider the following groups who have been traditionally discriminated against in the workplace: women, aboriginal peoples, people with disabilities and visible minorities. The Supplier agrees to work together with EDC to increase diversity in the workplace when providing EDC with Representative.
- 5.4 The Supplier also agrees that it, its permitted subcontractors and the respective employees and agents of the Supplier and any subcontractor, including the Representative
- (a) will interact with EDC employees and third parties in a professional and respectful manner and shall not access any external websites through EDC which could compromise or cause embarrassment to EDC;
 - (b) will comply with EDC's Supplier Code of Conduct available at <https://www.edc.ca/content/dam/edc/en/non-premium/supplier-code-of-conduct.pdf>;
 - (c) will not use EDC's or their own devices, systems or networks for any illegal or unauthorized purpose, including without limitation, any use which could disable, damage, overburden, or impair any EDC device, system or network or interfere with any third party's enjoyment of such third party's device, system or network, or any EDC device, system or network.

6. INDEMNITY

- 6.1 The Supplier hereby undertakes to indemnify, defend and save harmless EDC and its directors, officers, employees, agents and other representatives from and against any and all losses, claims, demands, debts, actions, causes of actions, damages, penalties, interest, costs or expenses (including legal fees and disbursements) or liability of any kind whatsoever resulting from or relating to the Representative's presentation, the Services or the Deliverables, including without limitation claims by third parties for infringement of their intellectual property rights.

7. INTELLECTUAL PROPERTY

- 7.1 Intellectual Property Rights ("IP Rights") means, as applicable, all intellectual and industrial property rights of EDC or the Supplier, which include all rights to inventions and patents for inventions, including reissues thereof and continuations in part, copyright designs and industrial designs, trade-marks, know-how, trade secrets and confidential information, and other proprietary rights.
- 7.2 Unless otherwise specified in the applicable Schedule "A", the Parties agree:
- (a) any and all IP Rights solely made or conceived by the Supplier or Representative in connection with this Agreement shall belong to the Supplier, and any and all IP Rights solely made or conceived by EDC in connection with this Agreement shall belong to EDC;
 - (b) each Party retains all of its ownership rights to its IP Rights existing as of the Commencement Date set out in Schedule "A";
 - (c) to hereby grant to EDC a perpetual, non-exclusive, non-assignable, license to use, reproduce and distribute for internal business, training and development purposes only: (i) the Representative's presentations, including any WebEx recording of such presentations, and (ii) the Deliverables, including but not limited to handouts, PowerPoint presentation slides, presentation material and any other visual presentations, with appropriate attribution to the Representative or the Supplier, as applicable. The parties acknowledge that such license is not intended to transfer any Intellectual Property Rights to EDC.

8. CONFIDENTIAL INFORMATION

- 8.1 Confidential Information means all information disclosed to or obtained by the Supplier or the Representative in the course of performing its obligations hereunder, including all information which: (a) relates to the Government of Canada, EDC or EDC's customers, employees or service providers; (b) is proprietary information of EDC or any third party whose products are used by EDC; (c) arises from the use of the information referred to in (a) or (b); or (d) is personal information, as defined under the Privacy Act (Canada).
- 8.2 The Supplier and Representative shall treat as confidential, and shall not disclose to any third party, any Confidential Information, including documents, data, images, materials, spreadsheets, notes and records that it receives or has access to during the performance of its obligations under this Agreement or anytime thereafter

- 8.3 Upon EDC's request, the Supplier and Representative shall immediately return or, at EDC's option, destroy, all documents (including electronic materials) disclosing Confidential Information that the Supplier or Representative may have in its possession and erase all such confidential information from its computer hardware and software. The Supplier and Representative's obligation to protect EDC's confidential information shall continue even after such return or destruction.
- 8.4 In the event of an unauthorized disclosure of EDC's confidential information, the Supplier and Representative immediately notify EDC and make best efforts to cooperate with EDC to remediate the unauthorized disclosure.
- 8.5 If the Supplier or Representative is required by law to disclose EDC's confidential information, the Supplier and/or Representative shall immediately notify EDC so that EDC may contest the disclosure. Only if EDC is unsuccessful in contesting the disclosure will the Supplier be allowed to disclose EDC's confidential information.
- 8.6 The Representative and the Supplier acknowledge that any information provided to EDC in connection with this Agreement may be subject to the Access to Information Act.
- 8.7 The Supplier and the Representative agree that a breach of confidentiality may cause irreparable damage to EDC and that the payment of money alone may not be a sufficient remedy. The Supplier and the Representative agree that EDC will be entitled to all remedies it may be entitled to including going to court to seek any other type of remedy the court deems appropriate

9. AUDIT

- 9.1 The Supplier must keep proper accounts and records of the cost relating to the Services and Deliverables, including all invoices, receipts and vouchers.
- 9.2 Unless EDC has consented in writing to its disposal, the Supplier must retain the Records for six (6) years after either the receipt by the Supplier of the final payment under this Agreement, or the settlement of all outstanding claims and disputes, whichever is later.

During this time, the Supplier must make this information available for audit, inspection and examination by the representatives of EDC, who may make copies and take extracts. The Supplier must provide all reasonably required facilities for any audit and inspection and must furnish all the information that EDC or its representatives may require, from time to time, to perform a complete or partial audit of this Agreement.

10. RELATIONSHIP AND REFERENCE

- 10.1 The Supplier shall render services hereunder as an independent supplier and none of the Supplier's employees and/or agents, including the Representative, are employees or dependent contractors of EDC. Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties.
- 10.2 The Supplier and the Representative shall be obligated to request prior written authorization from EDC, before making reference to EDC in any promotional material or before utilizing EDC as a client reference.

11. SERVICES, DELIVERABLES AND REPRESENTATIVE

- 11.1 All notices and communications hereunder shall be in writing and shall be either (a) delivered personally, (b) forwarded by registered mail or courier to the postal address indicated below or such other address as may hereafter be designated in writing in accordance herewith, or (c) transmitted by e-mail to the address indicated below:

Supplier:

SUPPLIER'S LEGAL NAME
Address, City, Postal Code

EDC:

Procurement
Export Development Canada
150 Slater Street, Ottawa, ON, K1A 1K3
(613) 598-2501 (Telephone)
procurement@edc.ca

11.2 All notices delivered shall be deemed to have been received when delivered.

12. SEVERABILITY

12.1 Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction.

13. AMENDMENT AND ASSIGNMENT

13.1 This Agreement may be amended in whole or in part only by the written consent of the parties hereto.

13.2 Neither party may assign its rights under this Agreement without the prior written consent of the other party hereto, and any attempt to do so shall be a breach of this Agreement and shall be void.

14. ENTIRE AGREEMENT

14.1 This Agreement, together with all the Schedules attached hereto, including all Schedule "A" executed in accordance herewith and any documents included by reference, as each may be amended from time to time in accordance with their terms, constitute the entire agreement between the parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Agreement except as specifically set out in this Agreement.

14.2 In the event of any conflict or inconsistency between the terms of the main body of this Agreement and any Schedule "A", the terms of the main body of this Agreement shall prevail, unless otherwise expressly indicated.

15. GOVERNING LAW AND JURISDICTION

15.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Provincial or Federal Courts located in the Province of Ontario for the purpose of any action or proceeding brought by either of them in connection with this Agreement or any alleged breach thereof.

16. LANGUAGE

16.1 The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.

17. COUNTERPARTS

17.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.

18. ACKNOWLEDGEMENT

18.1 The parties acknowledge that they have read and understand this Agreement, and agree to be bound by its terms and conditions.

The parties hereto have each executed this Agreement by their respective duly authorized officers.

SUPPLIER'S LEGAL NAME

By: _____
Name:
Title:
Date:

Export Development Canada

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

SCHEDULE "A"

A1. EFFECTIVE DATE

A1.1 MMMMM d, yyyy

A2. COMMENCEMENT DATE

A2.1 MMMMM d, yyyy

A3. TERMINATION DATE

A3.1 MMMMM d, yyyy

A4. REPRESENTATIVE

A4.1 [Specific individuals critical to achieving the deliverables and/or individuals expected to come onto EDC premises.]

A5. DESCRIPTION OF SERVICES

A5.1

A6. DESCRIPTION OF DELIVERABLES

A6.1

A7. FEES

A7.1 The fees and amounts set out herein are in **Canadian funds** unless otherwise specified herein. Please refer to Section 2 of this Agreement for further terms regarding the fees.

[By default, EDC is looking to pay fixed costs by deliverable. If necessary, EDC will contract based on an hourly rate or per diem and these rates are to be inclusive of all expenses, including travel.]

A8. INVOICES

A8.1 All invoices shall reference the above purchase order number and shall be sent to:

Accounts Payable
Export Development Canada
150 Slater Street
Ottawa, Ontario K1A 1K3
accountspayable@edc.ca

A9. PAYMENT TERMS

A9.1 The Supplier shall prepare and submit invoices monthly on the 10th day of the month following the month in which the Schedule "A" Services were rendered or the Deliverables were completed or accepted, as applicable. Each invoice shall specifically reference the applicable EDC purchase order number, and include time sheets and any other documentation reasonably requested by EDC from time to time. EDC shall pay approved invoices within 30 days of receipt of such invoice. Payment shall be in **Canadian funds** unless otherwise specified above.