

PROFESSIONAL SERVICES AGREEMENT

Contract no: _____

BETWEEN **The Université du Québec à Montréal**, a legally-constituted corporation whose head office is in the city of Montreal, province of Quebec, acting and represented by

_____ hereby duly authorized as declared, referred to herein as **UQAM**.

AND

_____ (Company name in full)

having a place of business in the city of _____, province of Quebec, represented herein by

_____ hereby duly authorized as declared, referred to herein as the **CONTRACTOR**.

Relating to the following statement of work:

The above-noted parties hereby agree to the following:

The contractor will:

- 1) perform with diligence the professional services described in the above statement of work and, if necessary, in the annex attached hereto;
- 2) achieve the objectives of the contract while respecting the procedure set within it should the occasion arise and respecting the following time frame:
from _____, 20____, au _____, 20_____
- 3) not undertake without the written authorization of UQAM any work likely to result in the exceeding of the professional fees provided for below;
- 4) assume responsibility for general expenses, such as transportation and meal costs;
- 5) ensure that, in the execution of the contract, all patents, licenses and copyrights are respected and that UQAM remain untouched by and from any claim, lawsuit or legal procedure based on the non-respect of this obligation;

- 6) guarantee that UQAM can, at will, utilize, reproduce and sell, without any other payments than those made according to the agreement, any written product, plan, drawing, document, software development, or any other item the contractor produces or delivers in the execution of the contract;
- 7) submit to UQAM, one or more detailed invoices for all of the services performed in conformity with the agreement.

In return for the execution of this agreement, UQAM will:

- 1) pay the contractor the maximum amount of \$ _____, Including all taxes. The financial responsibility of the University is limited to paying this amount after the execution of the services provided for in the agreement, on the express condition that the services rendered be judged satisfactory by the representative of UQAM.
- 2) the terms of payment: 30 days following the receipt of a certified invoice.

The invoices must include the agreement number and be forwarded to:

Université du Québec à Montréal
Accounts Payable
P. O. Box 6194, Centre-Ville Station
Montréal (Québec)
H3C 4R4

Téléphone: (514) 987-6140
Télécopieur: (514) 987-4434

UQAM can terminate this agreement at any time, with a simple written notice, by paying for the services already rendered, but without any payments for compensation or injury with respect to the work that was cancelled.

Contractor's GST registration number.: _____

Contractor's QST registration number: _____

The attached general conditions and obligations, numbered 1,0 to 6.1, form an integral part of the present agreement.

Appendixes included as an integral part of the present agreement: _____

The parties agree that any legal action, should the occasion arise, must be instituted in the Montreal District. The laws of Quebec apply.

In case of inconsistency between the French and the English texts, the French text will have priority.

SIGNATURES

The persons who sign this agreement in their capacity as representatives of UQAM attest with their signature that the granting of this professional services agreement does not confer upon them any personal advantage and does not in any way place them in a situation of conflict of interest, as provided for UQAM's Policy no 18.

For UQAM

_____ Signature of the projects manager	_____ Signature of the authorized administrator
_____ Name	_____ Name
_____ Title	_____ Title
_____ Organisational unit	_____ Organisational unit
_____ Accounting code	
_____ Date	_____ Date
_____ Signature of the superior ¹ under Policy no 18 on conflicts of interest	

For the contractor

_____ Signature	_____ Address of the firm
_____ Name	_____ City
_____ Title	_____ Postal Code
_____ Date	_____ Telephone and fax numbers

Note: Three original copies of this agreement must be signed. One original (with appendixes) must be handed to the contractor, another original (with appendixes) must be handed to Financial Services; and the third original (with appendixes) must be forwarded to Legal Affairs Services.

¹ In the case of the teaching personnel, the superior is the director of the department who, in turn, will inform the Director of Human Resources of it. In the case of the rest of the personnel, the superior is the immediate supervisor who, in turn, will inform his or her superior in the hierarchy of it.

GENERAL CONDITIONS

1.0 OBLIGATIONS OF THE CONTRACTOR

- 1.1 The CONTRACTOR guarantees his capacity to execute the work specified in the agreement, that is that he possesses the necessary qualities, including the knowledge, the skills, the personnel and the material necessary to effectively execute the agreement.
- 1.2 The CONTRACTOR commits himself to supplying the services that are the object of the present agreement in accordance with the book and agrees to assume the professional responsibility relating to the execution of the agreement.
- 1.3 The CONTRACTOR must ensure the services are provided by the individuals named in the agreement, unless he cannot do so for reasons beyond his control. In such a case, the CONTRACTOR must supply replacements who possess similar aptitudes, qualifications and experience and that are recognized as acceptable by the representative of UQAM.
- 1.4 No approval given by UQAM, according to the terms of agreement, limit the responsibilities incumbent to the CONTRACTOR as part of the agreement.
- 1.5 The CONTRACTOR must ensure that all of the individuals he assigns to the execution of the services carry out their professional duties with all the necessary care, diligence and skills, that they ensure they work in close cooperation with UQAM or its representatives, the other consultants and the specialists, the services of whom UQAM may also retain. UQAM may insist on any changes in the personnel supplied by the CONTRACTOR, and any individual designated as such by UQAM may not be to the execution of the services covered by the present agreement without the written authorization of UQAM.

2.0 CONFIDENTIALITY

- 2.1 The CONTRACTOR respects the confidential nature of all of the documents directly or indirectly linked to the project or to the work he is participating in; consequently, he will not disclose any parts thereof to anyone, other than if he obtained prior written consent from UQAM, and then only to the degree authorized.

3.0 TERMINATION BY DEFAULT

- 3.1 If UQAM considers that the CONTRACTOR fails to comply with any part of the agreement or with its resulting obligations, that he refuses to comply with a directive issued by UQAM with the goal of ensuring an adequate execution of the agreement, than UQAM will inform the CONTRACTOR in writing of these breached and will order that the situation be remedied immediately. If the CONTRACTOR does not comply with this order or if he does not provide explanations that will satisfy UQAM within five working days following the reception of this notice, UQAM may then: a) compensate for the breaches by the CONTRACTOR, at his cost, and b) terminate all or part of the agreement.

4.0 MODIFICATION

- 4.1 No changes or modification to the agreement, or any renunciation with respect to any of the conditions, arrangements, or right of appeal of the present agreement may be considered valid unless it is done by way of written modification to the agreement.

5.0 ACCOUNTABILITY

- 5.1 The CONTRACTOR is fully accountable to UQAM for the execution of the services he must furnish through the agreement, and of every nature of damages, losses, wrongs and injuries that could result from this execution. He is also accountable for any actions, delays, omissions or negligence on his part, or that of his employees or of his representatives.
- 5.2 The CONTRACTOR agrees to repair, compensate for or correct, or to have repaired, compensated for or corrected, such damages, losses, wrongs or injuries, or to indemnify those who have suffered from these. He also agrees to free UQAM from any responsibility and to stand up for UQAM in any lawsuit, legal procedure, procedures or claims that could result from the execution of the services that are covered by the agreement.

6.0 TRANSFER

- 6.1 The present agreement may not, under risk of voidance, be transferred, transported, assigned or given in guarantee, in all or in part, directly or indirectly, without the written authorization of UQAM.