

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant West Front Strategies LLC, 600 New Hampshire Ave. NW, Suite 630 Washington, DC 20037	2. Registration No. 6436
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3. Name of Foreign Principal Her Majesty The Queen in right of Ontario, as represented by the Cabinet Office	4. Principal Address of Foreign Principal 1075 Bay Street Suite 830 Toronto, Ontario M5S 2B1
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Cabinet Office

b) Name and title of official with whom registrant deals

Stewart Wheeler, Asst Deputy Minister Intl Rels/Chief of Protocol 1075 Bay Street Suite 830, Toronto, Ontario M5S 2B1

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
	Ashley Davis Frushone, Partner	Ashley Davis Frushone

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

West Front Strategies LLC

2. Registration No.

6436

3. Name of Foreign Principal

Her Majesty The Queen in right of Ontario, as represented by the Cabinet Office

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Government relations advice.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Government relations consulting.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Government relations consulting.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
	<i>Ashley Davis Frushone, Partner</i>	<i>Ashley Davis Frushone</i>

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT

THIS AGREEMENT (the "Agreement"), made in duplicate, for Consulting Services is effective as of May 17, 2017 (the "Effective Date").

BETWEEN:

HER MAJESTY THE QUEEN in right of Ontario
as represented by Cabinet Office

(hereinafter referred to as the "Ministry")

- and -

West Front Strategies LLC

(hereinafter referred to as the "Consultant")

Ministry Representative:

Name: Monique Smith

Address: Ontario's Representative in Washington
501 Pennsylvania Ave NW
Washington, DC 20001

Consultant Representative:

Name: Ashley Davis

Address: West Front Strategies LLC
600 New Hampshire Ave NW
Washington, DC 20037

Telephone Number: (202) 448-6459

E-Mail: Monique.Smith@international.gc.ca

Telephone Number: (202) 545-6098

E-Mail: davis@wfs-dc.com

In consideration of their respective obligations set out below, the parties agree as follows:

1.0 Contract and Term

1.1 The contract between the Ministry and the Consultant incorporates all of the following: (i) this Agreement including Schedule A and such other Schedules as required; and (ii) any amendments executed in accordance with the terms of this Agreement (the "Contract").

1.2 This Agreement shall commence on the Effective Date and remain in full force and effect up to and including May 17, 2018 or the expiry date of any extension to the Contract (the "Term").

2.0 Consultant's Services and Rates

2.1 Description of Services

The Consultant agrees to provide the Ministry with government relations advice to support Ontario's U.S. engagement strategy, as directed by the Ministry, from May 17, 2017 through May 17, 2018, with the possibility of extension until no later than November 17, 2018.

2.2 Rates and Disbursements

2.2.1 Total Amount Payable

Despite anything else in the Contract, the total amount payable by the Ministry to the Consultant under the Contract shall not exceed \$489,600 CDN exclusive of Harmonized Sales Tax (HST), if applicable.

The total amount payable by the Ministry to the Consultant includes all fees, disbursements and applicable taxes, exclusive of HST, if applicable. No expenses are payable under the Contract.

2.2.2 Fixed Rates

The following Rates shall remain fixed during the Term of this Contract:

\$27,200. CDN per month, exclusive of HST if applicable.

2.2.3 No Expenses or Additional Charges

There shall be no other charges payable by the Ministry under the Contract to the Consultant other than the Rates established under the Contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

HER MAJESTY THE QUEEN in right of Ontario,
as represented by the Cabinet Office,
as represented by:



Name: Stewart Wheeler
Title: Assistant Deputy Minister, International Relations
and Chief of Protocol
Date: May 25, 2017

West Front Strategies LLC

per: Ashley Davis
Name: Ashley Davis
Title: Partner
Date: May 25, 2017

I have authority to bind the Consultant.

SCHEDULE A
to the Agreement between the Cabinet Office
and West Front Strategies LLC Consultant dated May 17, 2017

OTHER TERMS AND CONDITIONS

1.0 Extension and Expiry of the Contract

1.1 The Ministry shall have the option to extend the Contract for one term up to the duration of the original term, such extension to be upon the same terms, including the Rates, conditions and agreements contained in the Contract. The option shall be exercisable by the Ministry upon giving fifteen (15) calendar days prior written notice to the Consultant, setting forth the precise duration of the extension of the Agreement.

1.2 The Contract shall expire at the end of the Term of this Agreement.

2.0 Agreement

2.1 The Contract represents the agreement between the parties regarding the Services and supersedes any prior understanding or agreement with respect to the Services, existing between the parties at the Effective Date of this Agreement.

2.2 Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

2.3 Despite anything else in the Contract, any express or implied reference to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Ministry, whether at the time of execution of this Agreement or at any time during the Term of the Contract, shall be void and of no legal effect unless the Ministry has obtained the written approval of the Minister of Finance.

3.0 The Services

3.1 The nature and scope of the work to which the Contract pertains and the respective duties and obligations of the Consultant and the Ministry are as set out in the Contract and as more particularly described in the main body of the Agreement in Section 2. (Consultant's Services and Rates) (the "Services").

3.2 The Consultant represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other individuals, firms, partnerships or corporations which would in any way interfere with the rights of the Ministry under the Contract.

3.3 The Consultant acknowledges that it is performing the Services for the Ministry on a non-exclusive basis. The Ministry makes no representation regarding the volume of work to be performed under the Contract. The Ministry reserves the right to contract with other parties for the same or similar goods and services as those provided by the Consultant

and reserves the right to obtain the same or similar goods and services internally within the Ontario Public Service.

3.4 The Consultant agrees and covenants that the Services shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations and furthermore that all Services shall be provided in accordance with (a) the Contract; (b) industry standards and practices; and (c) requirements of applicable law. The Consultant agrees that it is liable for the acts and omissions of its officers, directors, employees, partners, affiliates, agents, volunteers and sub Consultants.

3.5 Any failure by the Ministry to insist in one or more instances upon strict performance by the Consultant of any of the terms or conditions of the Contract shall not be construed as a waiver by the Ministry of its right to require strict performance of any such terms or conditions, and the obligations of the Consultant with respect to such performance shall continue in full force and effect.

4.0 Change Order

4.1 The Ministry may request changes to the Contract, which may include altering, adding to, or deleting any part of the Services by issuing a change order. The change order shall set out the changes requested by the Ministry with the corresponding Rates as outlined in section 2 of the body of this Agreement. No changes shall be effective or carried out in the absence of a written amendment signed by the parties.

4.2 The Consultant shall comply with all reasonable Ministry change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Consultant is unable to comply with the change request, it shall promptly notify the Ministry and provide reasons for such non-compliance. Where the Rates in effect at the time of the change order are silent to the applicable price for the Services contemplated in the change order, the price shall be negotiated between the Ministry and the Consultant within a reasonable period of time.

5.0 Payment for Performance

5.1 The Ministry shall, subject to the Consultant's compliance with the provisions of the Contract, pay the Consultant for the Services provided at the rates established in section 2 of the body of this Agreement (the "Rates") up to a maximum of the total amount payable. The parties acknowledge that this is a fixed price agreement and there shall be no further charges due and owing by the Ministry to the Consultant other than as set out in that section without a written change order pursuant to Article 4 of this Schedule.

5.2 The Consultant shall provide the Ministry with invoices for work completed at the times and in the form and substance specified in this Schedule, or as otherwise agreed to by the Ministry.

5.3 The Ministry may hold back payment or set-off against payment if, in the opinion of the Ministry acting reasonably, the Consultant has failed to comply with any requirements of the Contract.

- 5.4 The Consultant shall invoice and collect harmonized sales tax (HST) from the Ministry for the Deliverables in accordance with the provisions of the *Excise Tax Act*, R.S.C. 1985, c.E-15, as amended or replaced from time to time, if applicable.
- 5.5 For two (2) years after the expiration of this Agreement, the Consultant shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Services were provided in accordance with the Contract and with the requirements of applicable law. During the Term, and for two (2) years after the Term, the Consultant shall permit and assist the Ministry in conducting audits of the operations of the Consultant to verify (a) and (b) above, if requested by the Ministry. The Ministry Representative shall provide the Consultant Representative with at least ten (10) business days notice prior to such audit.
- 5.6 If a payment is in arrears through no fault of the Consultant, the interest charged by the Consultant, if any, and subject to required approvals, for any late payment shall not exceed the pre-judgment interest rate established under section 127(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C43, in effect on the date that the payment went into arrears.
- 6.0 **Indemnity and Insurance**
- 6.1 The Consultant agrees to indemnify, defend and hold harmless Her Majesty the Queen in right of Ontario, her Ministers, directors, officers, employees, volunteers, agents and Consultants from and against any and all actions, causes of action, claims, demands, proceedings, losses, judgments, costs and expenses (including, without limitation, reasonable legal fees) and for any and all liability for damages to property and injury to persons (including death), of whatever kind and nature, by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to the operations described in the Contract.
- 6.2 The Consultant hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Consultant would maintain including, but not limited to, the following:
- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$1,000,000 per occurrence. The policy is to include the following:
- the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Consultant's obligations under, or otherwise in connection with, the Contract;
 - contractual liability coverage;
 - cross-liability clause;
 - 30 day written notice of cancellation, termination or material change;
 - tenants legal liability coverage (if applicable and with applicable sub-limits); and,
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles; and,

(b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Contract, in the amount of not less than \$1,000,000 per claim and in the annual aggregate.

6.3 The Consultant shall provide the Ministry with proof of the insurance required by this Agreement in the form of valid certificates of insurance that reference this Agreement and confirm the required coverage, before the execution of the Agreement by the Ministry, and shall provide renewal replacements on or before the expiry of any such insurance.

7.0 Termination

7.1 The Ministry reserves the right to terminate this Contract without cause on fourteen (14) days' notice to the Consultant Representative. In the event of termination, the parties agree that the Ministry shall only be responsible for the payment of those parts of the Services that have been completed up to and including the effective date of termination.

7.2 The following provisions and any supporting or cross-referenced provisions of this Schedule shall survive the termination or expiry of this Contract and shall not merge and shall continue in full force and effect in accordance with the terms of this Contract: Section 2.3, Section 3.4, Section 5.5, Section 6.1, Section 7.2, Section 8.1, Article 9, Article 10 and Article 11.

8.0 Consultant

8.1 The Consultant shall have no power or authority to bind the Ministry or to assume or create any obligation or responsibility, express or implied, on the Ministry's behalf. The Consultant shall not hold itself out as an agent, partner or employee of the Ministry. Nothing in the Contract shall have the effect of creating an employment, partnership, or agency relationship between the Ministry and the Consultant (or any of the Consultant's officers, directors, employees, partners, affiliates, agents, volunteers or sub Consultants) or constitute an appointment under the *Public Service of Ontario Act, 2006*, S.O. 2006, c. 35, as amended.

8.2 The Consultant shall not enter into a subcontract with a subcontractor for the provision of the Services unless the Consultant obtains the Ministry's prior written permission.

8.3 Every subcontract entered into by the Consultant shall adopt all of the terms and conditions of the Contract as far as applicable to the subcontractor's services.

9.0 Intellectual Property

9.1 The Consultant agrees and covenants that the Services shall not infringe upon, induce infringement or violate any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country (collectively "Intellectual Property") of any third party.

9.2 The Ministry shall be the owner of all Intellectual Property conceived of, produced or performed pursuant to this Agreement that is original and specifically developed by the Consultant for the fulfilment of this Agreement. The Consultant irrevocably assigns to and in favour of the Ministry and the Ministry accepts every right, title and interest in and to such Intellectual Property for all time. However, each party retains all rights of ownership of Intellectual Property that the party possessed before performing the applicable Services. The Consultant shall place a copyright notice on all recorded Services it provides to the Ministry under the Contract in the following form: © Queen's Printer for Ontario, [year of publication].

9.3.1 The Consultant shall not incorporate into the Services anything that would restrict the right of the Ministry to modify, further develop or otherwise use the Services in any way that the Ministry deems necessary.

9.4 At the request of the Ministry, the Consultant agrees (i) to waive all moral rights, (ii) to obtain waivers of all rights of integrity and all other moral rights from its officers, directors, employees, partners, affiliates, agents, volunteers and subconsultants and from any other party in the position to assert such rights in relation to the Services, which waivers may be invoked without restriction by any person authorized by the Ministry and (iii) to execute and to cause anyone in the position to assert rights of integrity or any other moral right including its officers, directors, employees, partners, affiliates, agents, volunteers and sub-Consultants to execute a written assignment of copyright in the applicable Services in the form provided by the Ministry. The Consultant shall obtain or execute any other document reasonably required by the Ministry to protect the Intellectual Property of the Ministry.

9.5 The Consultant agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded (including images and data) provided by the Ministry to the Consultant shall remain the sole property of Her Majesty the Queen in right of Ontario at all times. The Consultant shall not use any insignia or logo of Her Majesty the Queen in right of Ontario except where required to provide the Services and only if it has received the prior written permission of the Ministry to do so.

10.0 Confidentiality

10.1 During and following the Term of the Contract, the Consultant agrees, and agrees to cause its officers, directors, partners, employees, affiliates, agents, volunteers and subcontractors, to keep all information it receives from the Ministry confidential, unless otherwise required by law. The Consultant agrees to keep all confidential information secure and shall only copy confidential information if essential for the provision of the Services.

10.2 The Consultant acknowledges and agrees that the Contract and all information submitted pursuant to the Contract are governed by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended ("FIPPA"). Any materials created by the Consultant in the course of providing the Services and information provided to the Consultant by the Ministry may be subject to disclosure under FIPPA. The Consultant agrees to provide all such materials and information to the Ministry on demand for the purposes of an access request or if a privacy issue arises.

10.3 The Consultant shall return all personal information as defined by FIPPA and confidential information of the Ministry to the Ministry, and shall ensure that all copies of such information and any portions thereof are also returned or destroyed with no copy kept by the Consultant or its officers, directors, employees, partners, affiliates, agents, volunteers and subcontractors, at the request of the Ministry, and in any event, prior to the termination or expiry of this Agreement. The Consultant shall, at the Ministry's request, provide the Ministry with written confirmation that all such information has been so returned or destroyed.

10.4 The Consultant agrees to implement other specific security measures that in the reasonable opinion of the Ministry would improve the adequacy and effectiveness of the Consultant's measures to ensure the security and integrity of personal information and records generally.

11.0 Conflict of Interest

11.1 The Consultant shall: (a) avoid any conflict of interest in the performance of its contractual obligations; (b) disclose to the Ministry without delay any actual or potential conflict of interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Ministry to resolve any conflict of interest. In addition to all other contractual rights or rights available at law or in equity, the Ministry may immediately terminate the Contract upon giving notice to the Consultant where: (a) the Consultant fails to disclose an actual or potential conflict of interest; (b) the Consultant fails to comply with any requirements prescribed by the Ministry to resolve a conflict of interest; or (c) the Consultant's conflict of interest cannot be resolved. The Consultant acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Ministry relevant to the Services where the Ministry has not specifically authorized such use.

12.0 Contract Binding and Ministry Approval for Subcontracting, Assignment

12.1 The Contract shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns. The Consultant shall not subcontract or assign any part of the Contract or any monies due under it without the prior written consent of the Ministry, which consent shall be in the Ministry's sole discretion and subject to the terms and conditions that may be imposed by the Ministry.

13.0 Governing Law

13.1 The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereby agree that any dispute arising out of or in relation to the Contract shall be determined in Ontario.

14.0 Force Majeure

14.1 Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that force majeure events shall include, without limitation, natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse

itself from its obligation under the Contract due to a force majeure event, the party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. A delay in performance, or non-performance, by either party of its obligations under this Agreement due to force majeure shall extend the period of performance of such obligation by such number of days as the Consultant and the Ministry may mutually agree.

15.0 Conflict in Documents

15.1 Where any conflict or inconsistency appears between a provision of any of the documents listed below which form part of the Contract and a provision in another of the documents listed below, the provision in the first mentioned document shall govern:

- (a) the body of this Agreement excluding the Schedules;
- (b) Schedule A to this Agreement; and
- (c) all other Schedules, if applicable.

16.0 Promotion Restrictions

16.1 Any publicity or publications related to the Contract shall be at the sole discretion of the Ministry. The Ministry may, in its sole discretion, acknowledge the Services performed by the Consultant in any such publicity or publication. The Consultant shall not make use of its association with the Ministry without the prior written consent of the Ministry. Without limiting the generality of the foregoing, the Consultant shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has obtained the express written authorization of the Ministry to do so.

17.0 Notice

17.1 Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, facsimile or e-mail and shall be addressed to, respectively, the Ministry address to the attention of the Ministry Representative and to the Consultant address to the attention of the Consultant Representative. Notices shall be deemed to have been given (a) in the case of postage-prepaid envelope, five (5) business days after such notice is mailed; or (b) in the case of personal delivery, facsimile or e-mail one (1) business day after such notice is received by the other party. In the event of a postal disruption, notice must be given by personal delivery, facsimile or e-mail and all notices mailed within one (1) week prior to the postal disruption must be confirmed by facsimile or e-mail to be effective.

18.0 Number, Gender and Headings

18.1 In this Agreement, words in the singular include the plural and visa-versa and words in one gender include all genders. The headings in the Contract are for convenience of reference only and in no manner modify, interpret or construe the Contract.

19.0 Business Continuity

19.1 At the request of the Ministry, the Consultant agrees to have a Business Continuity Plan in place to ensure its own continuity of operations and ability to continue to provide the

Ministry with the Services under this Agreement during an event of *force majeure* or other emergency, disaster or disruption. The Business Continuity Plan shall be in writing and specifically address the absence or reduction of staff, facilities and information technology and how these will be managed so as to ensure that the Services are not disrupted.

21.0 Invoices

21.1 The Consultant shall provide the Ministry with a monthly invoice no later than ten (10) business days after the end of each month. Each invoice shall include (i) the purchase order number assigned to the Contract by the Ministry, if applicable (ii) a brief description of the Services provided for the relevant month, (iii) the fee for the Services performed during the relevant month and (iv) taxes, if payable by the Ministry, identified as separate items.

21.2 The Ministry shall approve or reject the invoice within fifteen (15) business days. In the event that the Ministry rejects the invoice, it shall so advise the Consultant promptly in writing and the Consultant shall provide additional information as required by the Ministry to substantiate the invoice.

21.3 Each invoice must be approved by the Ministry before any payment is released to the Consultant and payment shall be made within forty five (45) business days of such approval.

21.3 Each invoice must be approved by the Ministry before any payment is released to the Consultant and payment shall be made within forty five (45) business days of such approval.

22.0 Security Clearance Checks

22.1 If requested by the Ministry, the Consultant agrees to require any of its employees, agents or sub-Consultants engaged in the performance of Services under this Agreement to undergo a Security Clearance Check in the manner specified by the Program and Policy Support Branch, Supply Chain Ontario, Ministry of Government and Consumer Services.