

AN AGREEMENT FOR CONSULTING SERVICES

BETWEEN:

DALHOUSIE UNIVERSITY, a university existing under the laws of the Province of Nova Scotia (hereinafter called the "**Client**")

-and-

3269834 Nova Scotia Limited o/a National Public Relations, a body corporate incorporated and existing under the laws of the Province of Nova Scotia (hereinafter called the "**Consultant**")

The parties agree as follow:

1.0 SERVICES TO BE PROVIDED

- 1.1 The Consultant shall perform the services, assume all those responsibilities and diligently execute all those duties described in Schedule "A" (called the "**Services**"), all in accordance with the timelines contained therein, and shall comply with all reasonable directions and requests of the Client, in a manner satisfactory to the Client.
- 1.2 The Consultant shall report to Catherine Bagnell Styles (the "**Reporting Authority**").
- 1.3 The Client and the Consultant agree that any work performed by the Consultant which has not been requested by the Client either in writing or orally, shall be deemed to be gratuitous on the Consultant's part, and the Client has no liability with respect to such work.

2.0 SCHEDULES

- 2.1 The following Schedules form part of this Agreement:
 - 2.1.1 Schedule "A" – Scope of Services
 - 2.1.2 Schedule "B" – Consultant Project Team
 - 2.1.3 Schedule "C" – Consultant Fees
 - 2.1.4 Schedule "D" – Reimbursable Expenses

3.0 PERFORMANCE OF CONSULTANT'S OBLIGATION

- 3.1 The Consultant represents and warrants that:
 - 3.1.1 the Consultant, including the key personnel identified as the Project Team in Schedule "B", possesses the necessary skills, expertise, and experience to perform the Services required in accordance with the provisions of this Agreement,
 - 3.1.2 the Consultant understands the Client's requirements under this Agreement and will use its best efforts to satisfy these requirements,

- 3.1.3 it has full power and authority to enter into this Agreement and to carry out the provisions hereof, (ii) it is duly authorized to accept this Agreement and to perform its obligations hereunder, (iii) this Agreement is legal and valid obligation binding upon it and enforceable according to its terms, and (iv) the acceptance and performance of this Agreement by it does not conflict with any agreement to which it is a party or by which it may be bound,
- 3.1.4 the Consultant shall devote the time, attention, abilities, and expertise necessary to properly perform the Services, and
- 3.1.5 the Services shall be performed by the key personnel identified in Schedule "B". Changes to these key personnel identified in Schedule "B" shall not be made without the prior written consent of the Client. The Consultant shall submit the resumes of any new personnel to the Client before these personnel are made part of the Consultant's project team.

4.0 ASSISTANCE FROM THE CLIENT

- 4.1 Client, through the Reporting Authority, shall provide such support, guidance, direction, instruction, decisions, information, and assistance from employees of the Client as may, in the opinion of the Client, be reasonably necessary to assist the Consultant in the performance of this Agreement.

5.0 PAYMENTS TO CONSULTANT

- 5.1 Subject to the following subsections, in consideration of Services requested by and performed to the satisfaction of the Client, the Client shall pay to the Consultant fees based upon professional time expended and charged at the rates set out in the Consulting Fee Schedule in Schedule "C" hereto.
- 5.2 Consultant shall bill Client on a monthly basis and provide detailed monthly statements together with all necessary supporting documents, vouchers, statements, and receipts as may be reasonably requested by the Client.
- 5.3 Client shall pay Consultant within 30 calendar days after the receipt and approval of an invoice.
- 5.4 No overtime charges of any kind will be permitted unless pre-approved in writing.

6.0 REIMBURSEMENT OF CONSULTANT'S EXPENSES

- 6.1 The Client shall reimburse the Consultant for reasonable, out-of-pocket, eligible expenses, at Dalhousie standard rates, all as outlined out in Schedule "D", relating to the provision of the Services if:
 - 6.1.1 prior permission to incur the expense was obtained from the Client, and

6.1.2 Consultant provides satisfactory receipts or supporting documents to the Client.

7.0 CONFIDENTIALITY OF INFORMATION ACQUIRED

7.1 While this Agreement is in effect, and at all times thereafter, the Consultant agrees to:

- 7.1.1 treat as confidential all information (including personal information), data, documents, and materials (collectively referred in this Agreement as "Confidential and Personal Information") acquired or to which access has been given in the course of, or incidental to, the performance of this Agreement;
 - 7.1.2 hold the Confidential and Personal Information in strict confidence and not disclose, or permit to be disclosed, to any person, corporation, or organization such Confidential and Personal Information, or any part thereof, without the express prior written consent from the Client;
 - 7.1.3 permit only those employees who are assigned to work on the Services to access the Confidential and Personal Information, and to require such employees to hold the Confidential and Personal Information in strict confidence and to use the Confidential and Personal Information solely for the purposes of providing the Services;
 - 7.1.4 take reasonably necessary steps in order to protect the Confidential and Personal Information from unauthorized access, use, disclosure or destruction
 - 7.1.5 not reproduce or make any copies of the Confidential and Personal Information except with the express prior written authorization of the Client;
 - 7.1.6 store, house and back-up, if applicable to the Services, the personal information exclusively in Canada, and not allow access to the personal information from outside of Canada; and
 - 7.1.7 shall take commercially reasonable security and other measures to protect and safeguard the Confidential and Personal Information in its possession and control and protect it from unauthorized access, use and disclosure, and comply with any rules or directions made or given by the Client with respect to safeguarding or ensuring the confidentiality the Confidential and Personal Information.
- 7.2 The Consultant shall (a) resist all formal or legal demand or request for access to, or disclosure of, the Confidential and Personal Information to the fullest extent possible, and (b) immediately notify the Client in the event that it receives a formal or legal demand or request for access to, or disclosure of, the Confidential and Personal Information.
- 7.3 Upon completion or termination of the Agreement, or upon the written request of the Client, the Consultant shall immediately return the Confidential and Personal Information to the Client, including any copies or reproductions made thereof, or shall destroy such Confidential and Personal Information and any copies and certify same to the Client.

- 7.4 The Consultant shall indemnify and hold the Client, its successors, directors, officers and employees harmless from and against all claims, demands, actions, causes of action, damages, losses, costs, liabilities, and expenses (including legal costs) which the Client may suffer or incur, or which may be made or brought against the Client, as a result of, in respect of, or arising out of, any breach or non-fulfillment of any term or condition of this Section 7 by the Consultant or its directors, officers, employees, agents, representatives, affiliates, subsidiaries and contractors.
- 7.5 The Consultant acknowledges that money damages would not be a sufficient remedy for any breach of this Section 7 by it or its directors, officers, employees, agents, representatives, affiliates, subsidiaries and contractors and agrees that, in addition to all other remedies, the Client shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach and the Consultant further agrees to waive, and to use its best efforts to cause its officers, employees, agents, representatives, affiliates, subsidiaries and contractors to waive, any requirement for the security or posting of any bond in connection with such remedy.
- 7.6 The parties acknowledge that the Confidential and Personal Information are the exclusive property of the Client, and that nothing in the Agreement or this agreement shall give the Consultant any ownership rights therein.
- 7.7 Consultant agrees to comply at all times with all applicable privacy laws, including without limitation, the Nova Scotia Freedom of Information and Protection of Privacy Act (FOIPOP) and Personal Information International Disclosure Protection Act (PIIDPA), in respect of any personal information it stores or accesses in the course of providing the Services. For the purposes of this Section, "personal information" shall mean all personal information (as defined in FOIPOP) under the custody and control of Client.

8.0 OWNERSHIP OF INFORMATION

- 8.1 All information, data, research, documents, photographs, files, software, technology, scripting, programming, coding, materials and each and every deliverable, developed, discovered and/or produced by the Consultant, or any officers, employees, agents, representatives, affiliates, subsidiaries and contractors of the Consultant in the performance of this Agreement (referred to as the "Work Product"), and all copyright therein, shall be in the exclusive property of the Client and shall be assigned and delivered without cost to the Client upon request.
- 8.2 The Consultant represents and warrants that Work Product are free of disabling mechanisms and viruses and do not contain any content or metatags that were not identified in the specifications.
- 8.3 The Consultant represents and warrants that the Work Product are original works of the Consultant, and that Consultant has the right to assign the Work Product to Client and has obtained assignments and waivers of moral rights from its employees and subcontractors, in favour of the Client, its licensees and subsequent successors and assigns, and that such assignment to Client does not and will not infringe on or violate any applicable law, regulation or right of a third party. The Consultant shall save harmless and indemnify the Client, its officers, employees, and agents from and against all claims, liabilities, and demands with respect to any such intellectual property infringement.

- 8.4 Consultant agrees that all intellectual property rights in the Work Product will be owned by Client and hereby irrevocably assigns, transfers and conveys, and will cause any Consultant employee or permitted subcontractors to assign, transfer and convey, to Client without further consideration, all of its and their right, title and interest in and to the Work Product, including all intellectual property rights therein. Consultant acknowledges, and will cause Consultant subcontractors to acknowledge, that Client and the successors and permitted assigns of Client will have the right to obtain and hold in its and their own name any intellectual property rights in and to the Work Product. Consultant agrees to execute, and will cause Consultant subcontractors to execute, any documents or take any other actions as may reasonably be necessary, or as Client may reasonably request, to perfect Client's ownership of any Work Product.
- 8.5 While this Agreement is in effect, and at all times thereafter, the Consultant shall not use, publish, or disclose any Work Product without first obtaining written permission from the Client.
- 8.6 Notwithstanding the provisions of Section 8.1, all files, technology, scripting, programming, coding, information, data, research, documents, photographs, materials owned by the Consultant or in the possession of the Consultant independent of this Agreement and used by the Consultant in conjunction with the Services (referred to as "**Consultant Properties**") shall continue to be the exclusive property of the Consultant.
- 8.7 Consultant grants to Client, and Client accepts a non-exclusive limited license to use the Consultant Properties for the sole purpose of using the Work Product consistent with the terms and conditions of this Agreement.
- 8.8 The Consultant represents and warrants that it owns or has sufficient rights in and to all Consultant Properties, and that such use by the Client does not and will not infringe on or violate any applicable law, regulation or right of a third party. The Consultant shall save harmless and indemnify the Client, its officers, employees, and agents from and against all claims, liabilities, and demands with respect to any such intellectual property infringement.
- 8.9 Any equipment, materials, and supplies provided by the Client to the Consultant for use in the performance of this Agreement shall remain the property of the Client and shall be returned without cost to the Client upon request.
- 9.0 USE OF CLIENT'S PREMISES**
- 9.1 When using the premises of the Client, the Consultant shall comply with all of Dalhousie policies, procedures and security regulations in effect from time to time.
- 10.0 CLIENT NOT LIABLE FOR INJURY TO CONSULTANT**
- 10.1 The Client shall not be liable for any injury to the Consultant, or for any damage to or loss of property of the Consultant, caused by or in any way related to the performance of the Agreement.
- 10.2 Subsection (1) does not apply if the injury, damage, or loss is caused by the wrongful or negligent act of any officer or employee of the Client while acting within the scope of his or her employment.

11.0 INDEMNIFICATION AND INSURANCE

- 11.1 The Consultant shall use due care in the performance of the obligations under this Agreement with the intent that no person is injured, no property is damaged or lost, and shall save harmless and indemnify the Client, its officers, employees, and agents from and against all claims, liabilities, and demands with respect to any omission or wrongful or negligent act of the Consultant, or any officers, employees, agents, representatives, affiliates, subsidiaries and contractors.
- 11.2 The Consultant shall at all times maintain and keep in force general liability coverage, including third party bodily injury and property damage coverage in an amount not less than \$2,000,000 per occurrence. The Client shall be included as an additional insured. This insurance shall be considered primary and any insurance or self-insurance maintained by the Client shall be excess of and non-contributory to the Consultant's insurance. The Consultant shall, upon request by the Client, furnish evidence of such coverage to the Client.
- 11.3 The Consultant shall at all times maintain and keep in force throughout the term of this Agreement automobile insurance of at least \$2,000,000, combined single limit, on all owned, non-owned, leased or hired automobiles. The Consultant shall, upon request by the Client, furnish evidence of such coverage.
- 11.4 The Consultant shall at all times maintain and keep in force throughout the term of this Agreement professional liability insurance protecting the Consultant and its respective servants, agents and employees against any loss or damages arising out of the provision of professional services rendered by the Consultant and its respective servants, agents and employees pursuant to this Agreement. Such insurance shall not be less than \$2,000,000 aggregate per year and \$2,000,000 for each claim. In the event of a claim the Consultant will be responsible for the payment of any deductibles. The Consultant shall, upon request by the Client, furnish evidence of such coverage to the Client.
- 11.5 The Consultant shall, at all times, comply with all applicable provincial workers compensation laws. The Consultant shall, upon request by the Client, furnish a clearance certificate or other evidence indicating the Consultant is in good standing with the requirements of such applicable provincial workers compensation laws.

12.0 TERM AND TERMINATION

- 12.1 Unless earlier terminated in accordance with the terms of this Agreement, this Agreement shall commence in force on December 10, 2014 and shall continue in force until the March 31, 2015. The parties may extend the term of this Agreement in writing.
- 12.2 Either party may terminate this Agreement at any time by giving 30 calendar days' notice in writing.
- 12.3 In addition to its rights under subsection (1), and without restricting any other remedies available, the Client may, at its sole option, immediately terminate this Agreement in writing if:
- 12.4.1 the Client is reasonably of the opinion that the Services provided by the Consultant are unsatisfactory, inadequate, or are improperly performed.

12.4.2 the Client is reasonably of the opinion that the Consultant has failed to comply with any term or condition of this Agreement, or

12.4.3 the Consultant is dissolved or becomes bankrupt or insolvent.

12.4 The Consultant may, at its sole option, immediately terminate the Agreement in writing if:

12.4.1 the Consultant is reasonably of the opinion that the assistance from the Client described in Section 4.1 is not forthcoming, after providing written notice to the Client specifying the nature of such failure and such failure is not rectified within 15 calendar days of receipt of notice.

12.5 Upon termination of this Agreement, the Consultant shall cease to perform any further work in connection with the Services. The Client shall be under no obligation to the Consultant other than to pay, upon receipt of an invoice and supporting documentation satisfactory to the Client, such compensation as the Consultant may be entitled to receive under this Agreement for work completed to the reasonable satisfaction of the Client up to the date of termination.

13.0 SURVIVAL OF TERMS

14.1 Sections 7 (Confidentiality), 8 (Ownership), 10 (Liability), and 11 (Indemnification and Insurance) shall survive the termination or expiration of this Agreement.

14.0 INDEPENDENT CONTRACTOR

15.1 The Consultant is an independent contractor, and this Agreement does not create the relationship of employer and employee, or of principal and agent, between the Client and the Consultant or between the Client and any officers, employees, or agents of the Consultant.

15.2 The Consultant is responsible for any deductions or remittances which may be required by law.

15.3 The Consultant shall not incur any expenses or debts on behalf of, nor make any commitments for, the Client without first obtaining written permission from the Client.

15.0 NO ASSIGNMENT OF AGREEMENT

16.1 The Consultant shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without first obtaining written permission from the Client.

16.0 TIME OF ESSENCE

17.1 Time shall be of the essence of this Agreement.

17.0 ENTIRE AGREEMENT

18.1 This document and the attached Schedules contain the entire agreement between the parties. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement.

18.0 AMENDMENTS

19.1 No amendment, change to, or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

19.0 APPLICABLE LAW

20.1 This Agreement shall be interpreted, performed, and enforced in accordance with the laws of Nova Scotia.

20.0 COMMUNICATION

21.1 Any notice or other communication to the Consultant under this Agreement shall be in writing and shall be delivered personally to the Consultant or sent by registered mail, postage prepaid, to:

Kim West
310 Front Street West, 5th Floor
Toronto, ON M5V 3B5

21.2 Any notice or other communication to the Client under this Agreement shall be in writing and shall be delivered personally to the Client or sent by registered mail, postage prepaid, to:

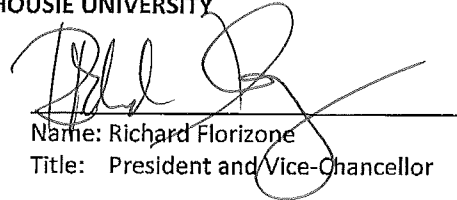
Assistant Vice-President Communications and Marketing
6299 South Street
PO Box 15000
Halifax, Nova Scotia B3H 4R2

21.3 Any notice or communication sent by registered mail shall be deemed to have been received on the third business day following the date of mailing. If mail service is disrupted by labour controversy, notice shall be delivered personally.

The parties have executed this agreement effective the date first above written.


DALHOUSIE UNIVERSITY

Per


Name: Richard Florizone
Title: President and Vice-Chancellor

NATIONAL PUBLIC RELATIONS

Per


Name: KIM WEST
Position: PARTNER

SCHEDULE "A"

SERVICES TO BE PROVIDED BY THE CONSULTANT

Provision of issue/crisis management and development of strategy for reputation restoration with respect to issues which have arisen within the Faculty of Dentistry in relation to the "Class of DDS 2015 Gentlemen" Facebook page. This includes, but is not limited to advice on communications strategy as well as advice on strategies in relation to media relations, social media and marketing as Dalhousie addresses the issues and concerns raised both internally and externally by the content of the Facebook page.

SCHEDULE "B"

CONSULTING PROJECT TEAM

Kim West

Ned Perry

Kevin McCann

Ellie Bunnah

Jain Deans

Selen Payne

SCHEDULE "C"

CONSULTING FEE SCHEDULE

As agreed to in writing between the parties.

SCHEDULE "D"

REIMBURSEABLE EXPENSES

The following standard rates shall apply to all reimbursable expenses incurred with respect to the Services:

Telephone / Communications	Not Reimbursable
Couriers	Not Reimbursable
Travel (including Mileage, Accommodations and Food)	Subject to Dalhousie travel policies: Travel Policy (Appendix A) – Travel Rates (per diem) Travel Policy Airline Policy Update Travel Policy (Appendix B) – Travel Expense Claim Form http://as01.ucis.dal.ca/fs/travel/docs.cfm?Sectionid=3&Subsectionid=5&group=2&heading=Travel%20Information
Travel Time	Not Reimbursable
All Other Expenses	Reimbursable at cost. Must be approved in writing by Reporting Authority prior to incurring cost.