

QIKIQTANI INUIT ASSOCIATION REQUEST FOR PROPOSAL  
OETIO Curriculum Translation



**Issue Date:** November 28, 2024

**Closing Date and Time:** December 12, 2024 by 4:00 pm Eastern time

**Deliver Proposals to:**

e-mail: [procurement@qia.ca](mailto:procurement@qia.ca)

**Official Contact:**

[procurement@qia.ca](mailto:procurement@qia.ca)

**Enquiries Deadline:** Proponents should send any questions to the Official Contact before December 11, 2024 by 4:00 pm Eastern time.

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**Note to Drafter:**

**Be sure to update this table of contents before issuing your RFP. To update the table, right-click on it, click “Update Field”, choose “Update Entire Table”, and press “Okay”]**

## 1.0 GENERAL

### 1.1 Purpose

The purpose of this Request for Proposals is to solicit Services **to translate material for heavy equipment operator training provided by the Operating Engineers Training Institute of Ontario (OETIO).**

Services will begin on **January 10, 2025**, and end **March 31, 2025** with a possible extension to **June 30<sup>th</sup>, 2025.**

### 1.2 Background

Qikiqtani Inuit Association (QIA) is the Regional Inuit Association that democratically represents over 14,000 Inuit in the 13 communities of the Qikiqtani (Baffin) region. QIA is a Designated Inuit Organization (DIO) under Article 39 of the *Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada* (Nunavut Agreement). QIA is a non-profit society incorporated under the *Societies Act* (Nunavut).

QIA and its subsidiaries Qikiqtaaluk Corporation and Kakivak Association are involved in a wide range of advocacy, social development and economic development projects. **For certainty, this RFP is only for QIA itself and not those subsidiaries.** For more information about QIA, see qia.ca.

The successful Proponent will respect Inuit Qaujimajatuqangit, Inuit traditional knowledge, and will work towards ensuring Inuit knowledge is applied, to the extent possible, including valuing principles that are based on **Aajiqatigiinniq** and **Piliriqatigiinniq**.

### 1.3 Definitions

#### 1.3.1 Standard Definitions

**“Inuit Firm”** means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and that presents evidence that it is included on NTI’s Inuit Firms Registry; and is:

- (a) a limited company with at least 51% of the company's voting shares beneficially owned by Inuit, or
- (b) a cooperative controlled by Inuit, or
- (c) an Inuk sole proprietorship or partnership.

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**“Must”** or **“Mandatory”** means a requirement that must be met before QIA considers the Proposal.

**“Proponent”** means the individual, company or firm submitting a Proposal in response to this RFP.

**“Proposal”** means the response to the RFP from the Proponent.

**“Qikiqtani Business”** means a business located in the Qikiqtani Region that is included in the Nunavummi Nangminiqaqtunik Ikajuut (“NNI”) registry or can otherwise provide proof of meeting NNI registry requirements.

**“Related Business”** means a Nunavut business which is either directly or indirectly owned by Qikiqtani Inuit Association.

**“RFP”** means Request for Proposals, and specifically this Request for Proposals by Qikiqtani Inuit Association.

**“Services”** means the services that QIA is seeking as described in Section 3 of this RFP.

### 1.3.2 Additional Definitions

#### 2.1 Submitting Proposals

Proponents must submit an electronic copy of their Proposal in PDF form to QIA via email to:

[procurement@qia.ca](mailto:procurement@qia.ca)

The deadline for QIA to receive Proposals is December **11, 2024** by 4:00 p.m. Eastern time. If QIA has not received the Proposal by 4:00 pm on that date, it will not consider the Proposal.

#### 2.2 Enquiries

Proponents may submit written questions about this RFP to [procurement@qia.ca](mailto:procurement@qia.ca).

QIA may respond by posting its responses to the same location that this RFP was posted. Proponents should not expect to receive verbal explanations or instructions from QIA. Any verbal explanations and instructions provided by QIA will not bind QIA, and Proponents should not rely on them. QIA’s responses will be in the form of written amendments or clarifications which will form part of the RFP. Proponents are responsible to address any changes or requirements set out in any amendments or clarifications to the RFP.

The deadline for submitting questions is December **10, 2024** by 4:00 p.m. Eastern Time.

QIA may choose not to respond to written questions, to respond partially, or to reformulate questions.

## 2.3 Requirements of Proponents

The successful Proponent is an independent contractor, and any proposed personnel will be employees of the Proponent. The Proponent is responsible for all federal, provincial and territorial taxes, assessments, levies, withholdings, insurance, worker's compensation premiums and other costs.

The successful Proponent must provide QIA with proof of insurance required in this RFP. It must provide proof that it complies with all federal, territorial and municipal laws applicable to the Proponent, including Goods and Services Tax (GST) and Worker's Safety and Compensation Commission (WSCC) status. (Please note that WSCC in Nunavut is not reciprocal with other jurisdictions.) These documents do not need to be in the Proposal itself but must be provided to QIA before Contract award.

## 2.4 Terms and Conditions

2.4.1 By submitting a Proposal the Proponent acknowledges that it has read and agrees to be bound by all of the terms and conditions of this RFP.

2.4.2 QIA will not make any payments to Proponents for preparing a Proposal. Proponents will pay their own costs to prepare and submit a Proposal. QIA is not responsible for any costs, losses or damages (direct or consequential) that might be incurred by a Proponent in respect of any matter related to this RFP, including, preparation or delivery of a Proposal, or both, whether or not caused by any intentional or negligent act or omission of QIA.

2.4.3 Proponents may not amend their Proposals, but they may withdraw their Proposal at anytime before the submission deadline by providing written notice to QIA. Proponents may resubmit a Proposal before the submission deadline.

2.4.4 QIA may cancel this RFP at any time and reissue it for any reason without incurring any liability. Proponents have no claim against QIA because of QIA cancelling or reissuing the RFP.

2.4.5 QIA will not consider any Proposal that does not properly identify this RFP and the Proponent's name.

2.4.6 QIA will not consider a Proposal that is delivered to an address other than that provided in Section 2.1 of this RFP.

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2.4.7 If this RFP and the resulting contract are inconsistent, the resulting contract shall govern.

2.4.8 Both this RFP and the resulting contract are governed by the laws of Nunavut and the applicable laws of Canada.

2.4.9 The resulting contract will be in the form of the Services Contract attached to this RFP as Appendix A. It will describe the Services and Prices as well as any other terms that QIA and the Contractor agree upon. QIA may negotiate modifications with any Proponent who has submitted a Proposal.

2.4.10 If QIA amends this RFP, it will post the amendment in the same manner or location that this RFP was posted – in this case by email.

2.4.11 QIA may reject any Proposal as non-responsive if it does not provide all information requested by this RFP. QIA may waive any deficiencies that it considers in its sole discretion, to be non-material. QIA may contact a Proponent any time after it submits a Proposal to clarify information contained in its Proposal.

2.4.12 An evaluation committee will review each Proposal. QIA will determine the qualitative aspects of all Proposals against the evaluation criteria. QIA is not obligated to discuss with Proponents QIA's decisions regarding the qualitative aspects of the of Proposals.

2.4.13 QIA will evaluate Proposals as soon as practicable after the Proposal submission deadline.

2.4.14 No detail of any Proposal will be made public.

2.4.15 By submitting a Proposal, the Proponent consents to the copying of its Proposal so that it can be evaluated. The Proponent warrants that such copying will not violate the rights of any third parties. The Proposal and accompanying documents submitted by the Proponents are the property of QIA and will not be returned to the respective Proponents.

2.4.16 QIA will advise all Proponents whether or not their Proposal was successful as soon as practicable.

2.4.17 The RFP should not be construed as an agreement to purchase goods or services. The lowest priced, highest scoring or any Proposal will not necessarily be accepted. The RFP does not commit QIA in any way to award a contract. QIA may enter into a contract for all, part or none of the services that are the subject of this RFP.

### 3.0 DESCRIPTION OF WORK

QIA has contracted with the Operating Engineers Training Institute of Ontario (OETIO) to provide heavy equipment operator training to Qikiqtani Inuit. The OETIO is a private career college under the *Ontario Colleges Act, 2005*. It offers training programs that comply with the Ontario Ministry of Labour, Immigration and Training and Skills Development.

OETIO is providing course materials for heavy equipment operator training. This material needs to be translated from English to Inuktitut. The material is technical in nature and estimated at 2,231 pages or 211,767 words. The details are set out at Appendix B – List of Items for Translation. QIA will provide the material to be translated by January 10, 2025. It includes:

- Loader, Haul Truck and Skid Steer curriculums;
- operator manual for various heavy equipment;
- mining regulations and procedures;
- instructions for the fieldwork, which is the practical operation of heavy equipment on the field after the theory portions are completed in the classroom; .
- online e-learning modules on safety, working at heights, and other courses as required by governmental legislative bodies;

The successful proponent will:

- Coordinate with QIA staff to receive documents as required (by email)
- Coordinate with QIA staff to develop new terminology for heavy equipment operation where required, including:
  - Identifying where there is no suitable terminology for heavy equipment operation based on the documentation provided
  - Requesting the terminology from QIA
  - If QIA is not able to provide terminology, providing an estimate of the time required to develop new terminology
  - Developing new terminology should QIA be unable to provide it as requested (billed at the hourly rate)
- Maintain confidentiality to ensure that proprietary OETIO information is not shared or distributed to any third parties, or used for any other purpose than translations of the materials provided;
- Provide Inuktitut translation of the OETIO curriculum in syllabics (North Baffin dialect) by March 31, 2025.)

The successful proponent will work with QIA and OETIO when translating the materials.

## 4.0 PROPOSAL REQUIREMENTS AND EVALUATION

Proposals must include all the information required to score the Proposal, including the cost-competitiveness component.

### 4.1 Evaluation of Proposals

#### 4.1.1 Mandatory Criteria

The following are mandatory requirements. QIA will not evaluate any Proposals that do not clearly demonstrate that they meet the mandatory criteria and will deem them non-compliant:

<b>Mandatory Criteria</b>
A. One (1) complete Proposal must be submitted according to the submission instructions at clause 2.1 and the cover page of this RFP, before the Proposal submission deadline. Proposals must clearly indicate they are in response to this RFP.
B. The Proposal may be in Inuktitut but must include an English version.

#### 4.1.2 Desirable Criteria

QIA will assess the Proposals meeting the mandatory criteria against the following desirable criteria:

<b>Desirable Criteria</b>	<b>Points Available</b>	<b>Minimum score</b>
Relevant Experience and Qualifications*	60	20
References (including from QIA)	10	10
Approach / Methodology	20	20
Cost Competitiveness**	10	10
<b>TOTAL POINTS AVAILABLE</b>	<b>100</b>	<b>60</b>

\* For regulated professions and occupations, individuals must be licensed to offer their Services in Nunavut, and the Proposal must clearly state the details of each license.

\*\* The cost competitiveness component is subject to adjustments for Inuit Firm, Qikiqtani Business or Related Business Status.



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To be successful, a Proponent must score 60 points or higher in their overall score.

Proposals are required to both:

1. Meet or exceed any minimum scores associated with individual response guidelines; and
2. Meet or exceed any minimum overall score.

QIA will reject Proposals that do not meet these requirements.

QIA will keep confidential all Proposal ratings and will not make them public. QIA will not release details about other Proponent's Proposals.

### 4.1.3 Relevant Experience and Qualifications

The proponent must:

- use their own equipment to translate
- have knowledge and experience in translating English to Inuktitut syllabics, North Baffin Dialect
- have access to a knowledge holder to develop the heavy equipment operator terminology

### 4.1.4 References

The Proponent must include in its Proposal at least two references from someone other than the Proponent or someone on the Proponent's team. QIA may contact the references. QIA will consult its own records and staff with respect to work the Proponent has done for QIA and take that into account in the scoring.

### 4.1.5 Approach / Methodology

The Proponent should propose an approach or solution to deliver the Services described in the RFP. Include any processes that will ensure that consistent high-quality work is provided, that will increase efficiency and that will otherwise provide benefit to QIA that are included in the price proposed. Explain why such processes are recommended. This may include the approach to two developing new terminology related to heavy equipment operation, mining, safety, or other items listed in Schedule C.

### 4.1.6 Cost Competitiveness

The Proposal should include:

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- cost of translations per word or per page
- the hourly rate for development of new terminology
- an estimate of the number of hours required to develop new tech terminology

Amounts must be stated in Canadian dollars and cents, excluding GST. The rates must remain valid through the term of contract, including any option years or extension periods.

Cost competitiveness will be evaluated in the following manner:

The Proponent with the lowest cost receives all the points allocated for cost competitiveness, and all others are awarded points based on the following formula:

$(\text{lowest rate} / \text{Proponent's rate}) \times \text{points allocated for cost competitiveness}$

### 4.1.7 Adjustment

QIA will consider the Proponent's Inuit and local status. QIA will adjust the cost competitiveness scores as follows:

- (a) Inuit Firm status, an adjustment of 5%;
- (b) Qikiqtani Business status, an adjustment of 5%;
- (c) Related Business status, an adjustment of 5%.

For the purposes of evaluation only, the prices submitted by Proponents in response to the Cost Competitiveness section of the RFP will be discounted by 5% for each adjustment granted.

The Proponent must provide evidence of the status it claims.

## 5.0 TERMS OF PAYMENT

The Proponent shall be reimbursed for Services provided according to the terms and conditions of the resulting Contract.

## **APPENDIX A – SERVICES CONTRACT**

### **SERVICES CONTRACT**

**This Contract** is made as of the date it is fully executed below and dated for reference [DATE].

Between:

**Qikiqtani Inuit Association**, a society incorporated under the laws of Nunavut, having its head office in the City of Iqaluit, Nunavut having an address of:

200-922 Sivumugiaq St

Iqaluit, NU X0A 3H0

Fax: (867)979-3238

Email: [info@qia.ca](mailto:info@qia.ca)

(hereinafter referred to as "**QIA**")

and

[NAME], occupation, residing at [Address]

OR

a corporation having an address of [ADDRESS]

(hereinafter referred to as the "Contractor")

#### **Statement of Purpose:**

A. QIA issued a request for proposals [name and number] (the "RFP") on [date] for [services];

B. The Contractor provided a detailed proposal dated [date] (the "Proposal") outlining its ability to provide [type of service] and was a successful proponent under the RFP; and

C. QIA wishes to retain the Contractor to provide certain specific services and perform specific tasks set out below.

THEREFORE, QIA and the Contractor agree as follows:

## 1. Interpretation

- 1.1. **“Indemnitees”** means QIA, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, agents, shareholders, employees and QIA’s customers.
- 1.2. **“Inuit Qaujimagatuqangit”** is translated as Inuit traditional knowledge.
- 1.3. **“Intellectual Property Rights”** means copyrights, patents, trademarks, trade secrets, and industrial designs, together with all the associated goodwill, derivative works and all other rights.
- 1.4. **“Losses”** means all actions, causes of action, claims, demands, costs, liabilities, expenses and damages, including legal costs.
- 1.5. **“Material”** means anything that is created or developed by the Contractor as part of the Services under the Contract, including any report, document, raw data, blueprints, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process, and all other property, work or materials which are produced by the Contractor in performing the Services.
- 1.6. **“Pre-existing Materials”** means documents, data, know-how, methodologies, software and other materials provides by or used by the Contractor in connection with performing the Services, developed or acquired by the Contractor prior to starting, or independently of this Contract, including all Intellectual Property Rights.

## 2. The Services

The Contractor shall supply the Services (the “Services”) set out in Schedule A to this Contract.

## 3. The Term

This Contract begins on \_\_\_\_\_ and ends on\_\_\_\_\_.

#### **4. Payment**

- 4.1. QIA will pay the Contractor for satisfactorily performing the Services pursuant to the prices (the "Prices") set out in Schedule B to this Contract, minus any costs QIA has paid in advance. The Contractor shall charge Goods and Services Tax (GST) in addition to the Prices. The Contractor's rates are fixed for the term of this Contract.
- 4.2. [Optional clause] The Contractor shall provide QIA with detailed invoices that include a detailed breakdown of Services rendered, the dates those Services were rendered, and time charged.
- 4.3. QIA will not pay for remedying errors or omissions for which the Contractor is responsible. The Contractor must remedy any errors or omissions for which it is responsible at its own cost.

#### **5. Amendments**

The Parties may amend or extend this Contract if all amendments are in writing and signed by the authorized representatives of the Parties.

#### **6. Time of the Essence**

The Contractor shall perform the Services at or by the times set out in Schedule A to this Contract.

#### **7. Notices and Reporting**

- 7.1. The Parties shall exchange all written communications by email. The Parties will send written communications by mail only if requested by the recipient or in the event of email failure. Mailed communications are deemed received on the 10<sup>th</sup> business day following delivery of the written communication to Canada Post.

7.2. The contact information for all notices, reporting and communication for this Service Contract is:

The QIA contact is:

[name]  
[e-mail]  
[phone]

200-922 Sivumigiaq Street  
Iqaluit, Nunavut

The Contractor contact is:

[name]  
[email]  
[phone]  
[postal address]

- 7.3. The Parties shall keep each other advised of any change to contact information, including the contact person.

## **8. Assignment and Subcontracting**

- 8.1. The Contractor shall not assign, delegate performance of the Services, or subcontract to agents and subcontractors not named in the Proposal without the prior written consent of QIA. An assignment is only effective once the Parties and the assignee sign an agreement. Otherwise, the assignment is void and has no effect.
- 8.2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability on QIA.

## **9. Conduct of the Work**

- 9.1. The Contractor shall perform the Services according to standards of quality acceptable to QIA and in full conformity with the specifications and all requirements of this Contract.
- 9.2. The personnel who will perform the Services will be those personnel identified in the Proposal.

## **10. Insurance**

- 10.1. The Contractor shall maintain at its own expense the following insurance:

10.1.1. Where available, professional liability insurance with limits of not less than one million dollars per claim. Where no professional liability insurance is available, commercial general liability insurance with limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to or loss of use of property;

10.1.2. Appropriate Workers Compensation and Safety coverage that is effective in Nunavut. Please note that coverage from another province or territory is not effective in Nunavut; and

10.1.3. Any additional insurance if it is set out in Schedule A.

10.2. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

## **11. Termination**

11.1. If the Contractor defaults in carrying out any of its obligations under this Contract, QIA may warn the Contractor and provide the Contractor with a time period within which the Contractor must cure the default. If at the end of that time period the Contractor has not cured the default, QIA may terminate the Contract for default.

11.2. QIA may in its discretion order work to stop on any Services before this Contract ends. If QIA orders the work to stop, the Contractor shall stop the work on the date instructed by QIA.

11.3. QIA will not pay for Services rendered after the termination of this Contract, except as agreed upon by the Parties.

11.4. Termination of this Contract does not affect the provisions under Articles 10 and 13 which survive any such termination.

11.5. If QIA requests it, the Contractor shall, during and after this Contract ends, inform and assist QIA as QIA requires. QIA will pay for this assistance at an amount agreed to by the Parties.

11.6. When this Contract ends, the Contractor shall return to and delete all QIA Materials and any proprietary information of QIA or

created for QIA pursuant to this Contract. The Contractor shall not retain any copies of such materials without the express written consent of QIA. However, the Parties acknowledge and agree that certain confidential information may be retained on the Contractor's backup or archival systems until the confidential information is deleted in the ordinary course of the Contractor's data retention procedures. The Contractor shall continue to extend the confidentiality obligations of this Contract to such confidential information and limit access to the confidential information to those individuals who need access for the Contractor's internal, archival purposes only.

## **12. Inspection and Acceptance**

The Services are subject to inspection and acceptance by QIA. Inspection and acceptance of the Services by QIA do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. QIA may reject any work that does not meet the requirements of this Contract. QIA may require the Contractor to correct or replace the Services at the Contractor's expense.

## **13. Confidentiality and Privacy**

13.1. QIA possesses confidential information that constitutes a valuable, special, and unique asset. The Contractor may acquire such information during the performance of this Contract. The Contractor shall keep confidential all information provided to it by or on behalf of QIA in connection with the Services, and all information conceived, developed or produced by the Contractor as part of the Services. Information provided to the Contractor by or on behalf of QIA shall be used solely for the purpose of this Contract and remains the property of QIA.

13.2. The obligations under this Article do not apply to any information where that information:

13.2.1. Is publicly available from a source other than the other Party;

13.2.2. Is rightfully obtained by the Contractor on a non-confidential basis from a third party; or



13.2.3. Is developed by a Party without the use of the information of the other Party.

13.3. All IQ the Contractor collects is confidential information. The intellectual property of the IQ belongs to the holder of that IQ, not the Contractor. The Contractor shall not use the IQ it collects while performing the Services under this Contract for any purpose other than to perform the Services under this Contract.

#### **14. Personal Information**

The Contractor shall protect personal information it acquires in the performance of the Services and will comply with the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5.

#### **15. Ownership of Material**

15.1. It is expressly agreed and understood that the Contractor, OETIO, will be assisting the QIA and any third-party providers, as QIA engages in translating the curriculums for the OETIO Loader, Haul Truck, and Skid Steer from English to Inuktitut. The translations of OETIO's curriculum to Inuktitut does not transfer, assign, or otherwise shift ownership of said curriculum from OETIO to any other party, including QIA or any third-party provider that OIA engages with. OETIO remains the sole owner of said curriculum and this curriculum will only be used and shared to fulfill the purposes of Contracts between QIA and OETIO and otherwise with OETIO's express written consent. The parties acknowledge that OETIO's curriculum is proprietary, and any unauthorized use is strictly prohibited.

15.2. At the request of QIA, the Contractor shall provide to QIA a written permanent waiver of moral rights as defined in the *Copyright Act*, R.C. 1985, c. C-42 in a form acceptable to QIA from every author that contributed to the Material.

15.3. The Contractor shall execute any document relating to intellectual property as QIA may require.

15.4. The Contractor and its licensors are, and shall remain, the owners any Pre-existing Materials.

## **16. Representation and Warranties**

16.1. The Contractor represents and warrants that:

16.1.1. It is competent to perform the Services;

16.1.2. It has everything necessary to perform the Services, including the resources, facilities, technology, equipment, and materials;

16.1.3. It will comply with all applicable law and health directives while performing the Services;

16.1.4. It will obtain all necessary licenses before the Services start, and maintain those licenses throughout the term of this Contract;

16.1.5. It will perform the Services diligently and efficiently;

16.1.6. It will not violate any agreement or obligation between the Contractor and a third party; and

16.1.7. It will not infringe any intellectual property right, or other proprietary right held by any third party.

## **17. General Indemnification and Remedies**

17.1. If the Contractor breaches this Contract and QIA or any Indemnitees pay out any costs arising out of or connected to that breach, the Contractor shall reimburse QIA and its Indemnities for those costs. The Contractor shall not settle any matter without QIA's or its Indemnitees' written consent.

17.2. The rights and remedies provided by this Contract are in addition to and not in substitution for any other rights and remedies available at law.

17.3. No failure or neglect of either Party in any instance to exercise any right, power or privilege under this Contract or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either

Party must be contained in a written instrument signed by the party providing the waiver and, in the case of QIA, by the Executive Director or other person duly authorized by QIA.

- 17.4. Any applicable statute of limitations runs from the date QIA discovers the non-compliance with this Contract.

## **18. Relationship of Parties**

The Contractor is an independent contractor of QIA engaged to perform the Services set out in this Contract. Nothing in this Contract shall be construed as creating a partnership or joint venture or agency between QIA and the Contractor or providing a guarantee of future engagement. The Contractor must not represent itself as an agent or representative of QIA except as set out in this Contract. Neither the Contractor nor any of its personnel is engaged as an employee or agent of QIA.

## **19. Governing Law and Jurisdiction**

The laws of Nunavut and Canada govern this Contract. The Parties agree irrevocably to conform to the exclusive jurisdiction of the Courts of Nunavut.

## **20. Severability**

If any part of this Contract is unenforceable or invalid, this will not affect the enforceability or validity of the rest of the Contract. The unenforceable or invalid part shall be severed from this Contract.

## **21. Taxes**

The Contractor is responsible for federal, provincial and territorial taxes, assessments, levies, withholdings, insurance, and other costs in respect of the Contractor's own employees and obligations to its agents and subcontractors.

## **22. Entire Contract**

This Contract, including the attached Schedules, constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications, and other agreements, whether written or oral, unless they are incorporated into this Contract. There are no terms, covenants, representations, statements or conditions binding upon the Parties other than those contained in this Contract.

### **23. Counterparts**

- 23.1. The Parties may execute this Contract in counterparts, each of which so executed shall be deemed to be an original, and the counterparts together shall be deemed to be one instrument.
- 23.2. The Parties may deliver signed counterparts to this Contract by PDF, facsimile or similar electronic device. The reproduction of signatures by PDF, facsimile or similar electronic device shall be treated as binding as if originals. Each Party shall provide to the other Party an original signed Contract if requested by the other Party.

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The Parties agree:

**QIKIQTANI INUIT ASSOCIATION** by its authorized signatory

_____	_____	
Name	Title	
_____	_____	
Signature	Date	

**[NAME OF CONTRACTOR]**

By signing, I confirm that I am authorized to enter into this Contract on behalf of the Contractor and do so.

_____	_____	
Name	Title	
_____	_____	
Signature	Date	

## **SCHEDULE A – SERVICES**

### **Scope of Work and Deliverables**

### **Deadlines / Timing**

### **The contractor Will:**

### **Personnel**

## **SCHEDULE B - PRICES**

**The Total Price** in payment for Services shall not exceed the total project value plus GST.

- 25% of contract value upon signing the services contract
- Payment of monthly invoices, which will be disbursed after receipt of progress report and support documentation, such as proof of expenses and work completed
- There will be a 10% hold back until verification of final translated documentation is completed

All other disbursements must be authorized in advance by QIA. Once authorized, QIA will reimburse them without markup on production of receipts.

## APPENDIX B – List of Items for Translations

Resource	Pages	Word Count
Loader and Haul Truck		
Operator Manual Exercise	1	257
Mining Regulations in Class Assignment	17	2814
Instructor – FX – Loader Haul Truck Practical Booklet	20	2382
Instructor – FX – Skid Steer Practical Booklet	20	2019
Mack Dumping Procedure	2	190
Surface Mining – Instructor Binder Only	15	3501
PPT: Baffinland P & P - Summary	44	2258
Guide for Mine H&S Intro	5	581
SX – LHT - Instructor	22	2387
FHE FXs		
FX - DOZ Instructor Book	41	6153
FX - EXC Instructor Book	36	6766
FX - Grader Instructor Book	52	10057
FX - TLB Instructor Book	59	9264
FHE		
FHE - Acronyms	3	307
Unit 1.1	17	3439
Unit 1.2	19	2863
Unit 1.3	13	1676
Unit 1.4	15	2164
Unit 1.5	28	3531
Unit 2.1	24	1532

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Unit 2.2	34	5614
Unit 2.3	11	1710
Unit 3.1	17	1860
Unit 3.2	36	7493
Unit 4.1	29	2701
Unit 4.2	24	2965
Unit 4.3	16	2597
Unit 4.4	12	1488
Unit 4.5	30	3759
Unit 5.1	21	2846
FHE – Lab Exercises	20	1556
Trench Exercises Handout	3	320
TNG-1025	2	385
TNG-1026	2	405
TNG-1027	2	540
TNG-1028	2	452
PPT: Unit 1.1	11	411
PPT: Unit 1.2	27	1034
PPT: Unit 1.3	15	488
PPT: Unit 1.4	17	423
PPT: Unit 1.5	56	1172
PPT: Unit 2.1	19	203
PPT: Unit 2.2	46	611
PPT: Unit 2.3	11	196
PPT: Unit 3.1	19	464
PPT: Unit 3.2	31	615



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PPT: Unit 4.1	111	2370
PPT: Unit 4.2	37	1377
PPT: Unit 4.3	16	568
PPT: Unit 4.4	9	171
PPT: Unit 4.5	35	601
PPT: Unit 5.1	20	260
FHE – Lab Exercises	20	1556
FHE – A1- Midterm	12	1224
FHE – B1- Midterm	12	1251
FHE – A2- Final Test	17	2853
FHE – B2- Final Test	19	2961
FHE supplementary Test	7	817
WHMIS		
Module 1	34	3250
Module 2	49	3134
Module 3	34	1887
Module 4	39	2011
Module 5	46	1773
Working At Heights		
PPT: Module 1	44	2817
PPT: Module 2	60	5498
PPT: Module 3	24	1438
PPT: Module 4	17	1380
PPT: Module 5	9	515
Participant: Module 1	34	2990
Participant: Module 2	38	4038

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Participant: Module 3	15	1501
Participant: Module 4	14	2232
Participant: Module 5	9	2180
Instructor Manual	91	18222
Glossary: Working at Heights	3	817
Full Exam	7	1122
Refresher Exam	5	543
Elearning: Module 1	66	6383
Elearning: Module 2	76	6664
Elearning: Module 3	60	4345
Elearning: Module 4	42	3121
Elearning: Module 5	19	1178
Elearning: Module 6	115	10270
<b>Total</b>	<b>2,231</b>	<b>211,767</b>