**CONTRACT FOR SERVICES**

THIS AGREEMENT (the “Agreement”) is entered into as of the \_\_\_\_\_ day of January, 20\_\_\_

**BETWEEN**

**THE INCORPORATED SYNOD OF THE DIOCESE OF ONTARIO,**

a charitable corporation incorporated by statute,

in the Province of Ontario, Canada

(hereinafter referred to as the **“Charity”**).

**AND**

***Sponsor Name(s)***

on behalf of a group of individuals that have collectively undertaken responsibility to sponsor families under the name: St. James / Queen’s Faculty Group (the “Constituent Group”)

(hereinafter referred to as the **“Contractors”**).

**WHEREAS** war in the Middle East and East Africa has displaced millions of people from their homes and countries of citizenship, resulting in a humanitarian crisis and thousands of refugees perishing in their attempts to cross the Mediterranean;

**AND WHEREAS** a group of individuals residing in Eastern Ontario have collectively undertaken responsibility to sponsor families of refugees from this war-torn region to resettle in Eastern Ontario, Canada (the “Constituent Group”);

**AND WHEREAS** the Incorporated Synod of the Diocese of Ontario (the “Charity”) is a registered charity and is a Sponsorship Agreement Holder with the Canadian government, and has agreed to partner with the Constituent Group to facilitate the sponsorship of refugee families;

**AND WHEREAS** the responsibility of the Charity and the Constituent Group includes, but is not limited to, providing one-time financial assistance and/or in-kind contributions to set up and furnish a residence in the community and clothe the family and monthly income support payments equivalent to prevailing rates for provincial/municipal social assistance (the “Sponsorship Costs”);

**AND WHEREAS** the Charity has requested that the Constituent Group assist in completing certain services required to fulfill the Charity’s responsibilities with respect to the sponsorship of the refugee families;

**AND WHEREAS** the Charity and the Contractors now wish to enter into an agreement to define the terms of the services to be performed by the Contractors and the Constituent Group on behalf of the Charity, as well as to provide for the payment of the Sponsorship Costs;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants, agreements and indemnities contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:



SERVICES AND CONSIDERATION

* 1. Services to be Performed by the Contractors
     1. The Charity hereby agrees to retain the Contractors, and the Contractors, on behalf of the Constituent Group, hereby agree to be retained, to:

i. provide, facilitate and/or organize the following services for the refugee families sponsored by the Constituent Group during the period of sponsorship ("the Services"):

* housing accommodation;
* education and ESL training;
* health and dental care;
* social and cultural integration;
* furniture, clothing and food;
* immigration and other administrative services required for the refugees' resettlement in Canada;
* employment opportunities; and
* recreation;

ii. pay the Sponsorship Costs;

iii. ensure that the any funds received, managed and maintained by the Contractors on behalf of the Charity are used for the Charitable Purpose in accordance with the terms of this Agreement; and

iv. provide such ancillary management, administrative, and accounting services as may be required from time to time by the Charity, subject to the approval of the Contractors.

* 1. The Contractors shall provide the Charity with a quarterly written report detailing the Services provided by the Contractors to the Charity in accordance with this Agreement.
  2. The Contractors shall permit a representative of the Charity to enter at all reasonable times any premises used by the Contractors in connection with the use of the Funds for which the Contractors is responsible pursuant to this Agreement in order to inspect and evaluate the Services performed by the Contractors and inspect all records relating to the same, subject to maintaining the requirements of confidentiality and privacy of the Contractors, the Constituent Group, and the sponsored refugee families.

1.03 Delegation of Services

The Contractors may delegate performance of the Services to the Constituent Group, where necessary, in the sole discretion of the Contractors, provided that the Contractors shall remain liable for the Services so performed by anyone so delegated by the Contractors.

**1.04 Contractual Commitments with Third Parties**

The Charity shall not be held liable for any contractual commitments entered into by the Contractors with any third party for the performance of the Services.

**1.05 Indemnification**

The Contractors shall indemnify and save harmless the Charity from any and all claims, demands, causes of action arising or that may arise from any action or proceeding taken by the Contractors in performing their obligations under this Agreement or arising from any default, error, omission or failure by the Contractors to comply with the terms of this Agreement.

1. TERM AND TERMINATION

2.01 Term

This Agreement shall be effective as of *<<~date of signature>>* and shall remain in effect until *<< date of signature + 2, 3 or 4 years depending on the number of consecutive sponsorships the Contractors intend to undertake>>*

2.02 Termination

This Agreement shall terminate upon the expiry of the Term. Where the Contractors are in default in carrying out any of their obligations under this Agreement, in addition to any remedies otherwise available, the Charity may, upon giving written notice to the Contractors, terminate this Agreement for default, in whole or in part, either immediately or at the expiration of a cure period specified in the notice if the Contractors have not cured the default to the reasonable satisfaction of the Charity within the cure period.

2.03 Consequences of Termination

In the event of termination of this Agreement, the Contractors shall forthwith turn over to the Charity all funds and property entrusted to it which have not been expended or utilized in accordance with the Charitable Purpose, provide a full written statement of account of its dealings with the funds, and forthwith turn over all books and records of funds spent on the sponsorship in its possession relating to payment of the Sponsorship Costs and the Loan Repayment and the Services.

1. CONFIDENTIALITY

**3.01** **Confidential Information**

The Contractors covenant and agree that they shall not disclose to anyone any confidential information with respect to the affairs of the Charity except as may be necessary or desirable to further the Charitable Purpose and the interests of the Charity. This obligation shall survive the expiry or termination of this Agreement.

**3.02** **Return of Property**

Upon expiry or termination of this Agreement, the Contractors shall return to the Charity any property, documentation, or confidential information which is the property of the Charity.

**3.03 Promotion of the Charitable Purpose**

The Contractors shall faithfully serve and use their best efforts to promote the Charitable Purpose and the interests of the Charity.

1. GENERAL PROVISIONS
   1. Capacity

It is acknowledged by the parties hereto that the Contractors are being retained by the Charity in a volunteer capacity and on behalf of the Constituent Group. The Contractors and the Charity acknowledge and agree that this Agreement does not create an employment relationship between the Charity and the Contractors or the individual members of the Sponsorship Group, and the Contractors shall not represent their relationship to third parties as such.

4.02 No Liability

The Charity shall not be liable for any injury, loss, damage or death resulting from, occasioned to or suffered by any person or to any property arising or alleged to arise from the Contractors’ performance of their obligations under this Agreement or the Services, save and except in the event such injury, loss, damage or death results from or is occasioned or suffered by reason of the negligence of the Charity, its employees or agents.

4.03 Enurement and Assignment

This Agreement shall be binding upon and enure to the benefit of the parties, their respective successors and permitted assigns. Neither party may assign its rights hereunder except with the prior written consent of the other party hereto. Any assignment carried out without such consent is null and void.

4.04 Notice

All notices, requests, demands, or other communications (collectively called “Notices”) by the terms hereof required or permitted to be given by one party to any other party, or to any other person shall be given in writing by personal delivery or by registered mail, postage prepaid, by facsimile transmission, or e-mail to such other parties as follows:

In the case of the Charity:

The Incorporated Synod of the Diocese of Ontario

165 Ontario Street

Kingston, ON K7L 2Y6

Attention: Alex Pierson, Executive Officer

Phone: 613-544-4774, Ext. 131

Fax: 613-547-3745

E-mail: [apierson@ontario.anglican.ca](mailto:apierson@ontario.anglican.ca)

In the case of the Contractors:

*Sponsor Name and Full Address*

*Sponsor Name and Full Address*

or at such subsequent address given by such person to the other parties hereto in writing from time to time.

All such Notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12.01 a.m. on the date following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received 48 hours after 12.01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

4.05 No Warranty or Representation

The Charity does not make and has not made or given any warranties, representations or covenants to the Contractors respecting the subject matter of this Agreement, save and except as expressly stated in this Agreement.

4.06 Non-Waiver

No waiver by any party of any breach by any other party of any of its covenants, obligations and agreements hereunder shall be a waiver of any subsequent breach of any other covenant, obligation or agreement, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

4.07 Agreements With Other Contractors

Nothing in this Agreement shall be construed to preclude the Charity from entering into agreements similar to this Agreement with other Contractors.

4.08 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are signatory to the original or the same counterpart.

4.09 Survival

The termination of this Agreement will not affect the survival and enforceability of any provision of this Agreement which is expressly or impliedly intended to remain in force after such termination.

**The INCORPORATED SYNOD OF THE DIOCESE OF ONTARIO**

**IN WITNESS WHEREOF** the Charity has executed this Agreement this \_\_\_\_day of \_\_\_\_\_\_\_\_ 20\_\_\_\_\_, as attested to by its duly authorized signing officer.

Per: Per:

Alex Pierson Joyce Williams

Executive Officer Financial Officer

We have authority to bind the Corporation.

***Sponsor Name* on behalf of the Sponsorship Group**

**IN WITNESS WHEREOF** the Contractors have executed this Agreement this \_\_\_\_\_ day of January 20\_\_\_, as attested to below.

Per: Per:

Sponsor/Co-Sponsor Name Sponsor/Co-Sponsor Name