



C. ARTICLES OF AGREEMENT

C1. PROJECT AUTHORITY

TBD upon contract award

DRAFT

Services Contract

Between

Her Majesty the Queen in right of Canada (referred to herein as "Her Majesty") represented by the Minister of Foreign Affairs (referred to herein as the "Minister")

and

Contractor: TBD upon contract award (referred to herein as the "Contractor")

for

Performance of the Work described in Appendix "A" – Statement of Work.

<b>C2. TITLE</b> Real Estate Advisory Services For Sale of a Residential Property in Tokyo, Japan												
<b>C3. CONTRACT PERIOD</b> Start: April 1, 2018 End: March 31, 2019												
<b>C4. CONTRACT NUMBER</b> TBD upon contract award	<b>C5. PROJECT NUMBER</b> N/A	<b>C6. DATE</b> January 31, 2018										
<b>C7. CONTRACT DOCUMENTS</b> <ol style="list-style-type: none"> <li>These Articles of Agreement</li> <li>General Conditions</li> <li>Supplementary Conditions</li> <li>Statement of Work (Appendix "A")</li> <li>Basis of Payment (Annex B);</li> <li>The Contractor's Proposal</li> </ol> <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>												
<b>C8. CONTRACT AMOUNT</b> Her Majesty shall pay the contractor an amount not to exceed TBD upon contract award, to be paid as follows:												
<table border="1"> <thead> <tr> <th>Milestone</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Upon Sale of Property</td> <td>Fixed Price Percentage</td> </tr> <tr> <td></td> <td>0.00</td> </tr> <tr> <td></td> <td>0.00</td> </tr> <tr> <td></td> <td>0.00</td> </tr> </tbody> </table>			Milestone	Amount	Upon Sale of Property	Fixed Price Percentage		0.00		0.00		0.00
Milestone	Amount											
Upon Sale of Property	Fixed Price Percentage											
	0.00											
	0.00											
	0.00											
All Amounts are in Japanese Yen (YEN) and exclusive of VAT												
<b>C9. INVOICES</b> Two (2) copies are to be sent to Departmental Representative showing: <ol style="list-style-type: none"> <li>the amount of the progress payment being claimed for Services satisfactorily performed;</li> <li>the amount for any tax (including VAT) calculated in accordance with the applicable legislation;</li> <li>the date;</li> <li>the name and address of the consignee;</li> <li>description of the Work performed;</li> <li>the project name; and</li> <li>the contract number.</li> </ol>												
<b>C10. GOVERNING LAWS</b> Laws in force in the Province of Ontario, Canada												
<b>FOR THE CONTRACTOR</b>  Signature _____ Date _____  Print Name and Capacity _____		Corporate Seal										
<b>FOR THE MINISTER</b>  Signature _____ Date _____  Print Name and Capacity _____												

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## RESULTING CONTRACT CLAUSES

### 1. Definitions.

In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" means proposal, and the terms can be used interchangeably in this document.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

"Canada", "Crown, "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

### 2. Priority of Documents.

The Parties agree to be bound by the following documents:

1. Articles of Agreement;

2. General Conditions –2035 (2016/04/04)
3. Supplementary Conditions;
4. Statement of Work (Annex A);
5. Basis of Payment (Annex B);
6. The Contractor's bid dated **TO BE INSERTED UPON CONTRACT AWARD.**

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

### 3. Authorities and Communication.

#### 3.1. Canada's Representative.

Canada's Representative for this Contract is:

Name: Alina Balitskaia  
Department of Foreign Affairs, Trade and Development  
Directorate: AAO  
Address: 200 Promenade du Portage Gatineau, QC K1A 0G2

Canada's Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by Canada's Representative. The Contractor must not perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than Canada's Representative.

#### 3.2 Project Authority.

The Project Authority for this Contract is: **TO BE DETERMINED UPON CONTRACT AWARD**

Name:  
Title:  
Department of Foreign Affairs, Trade and Development  
Directorate:  
Address:  
Telephone:  
E-mail address:

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by Canada's Representative.

#### 3.3. Communication and Notices.

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.

#### 3.4. Management of the Contract.

Subject to the other provisions of this Article, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the

Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anyone other than Canada's Representative.

**3.5. Contractor's Representative.**

The Contractor's Representative is: **TO BE DETERMINED UPON CONTRACT AWARD**

- Name:
- Title:
- Company:
- Address:
- Telephone:
- E-mail address:

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to Canada's Representative to that effect.

**3.6. Amendment.**

To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Contractor's Representative. Changes and / or substitutions must be documented and approved by Canada's Representative.

**3.7. Assignment.**

The Contractor must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

**4. Standard Clauses and Conditions.**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**5. General Conditions.**

[2035](#) (2016-04-04), *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.

**6. Entire Agreement.**

The Contract 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 by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

**7. Applicable Laws.**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

**8. Number and Gender.**

In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.

**9. Powers of Canada / State Immunity.**

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

**10. Time of the Essence.**

Time is of the essence. The Contractor must provide in a timely manner all components of the Work.

**11. Excusable Delay.**

11.1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- a. is beyond the reasonable control of the Contractor;
- b. could not reasonably have been foreseen;
- c. could not reasonably have been prevented by means reasonably available to the Contractor; and,
- d. occurred without the fault or neglect of the Contractor will be considered an "Excusable Delay" if the Contractor advises Canada's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

11.2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

11.3. However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

11.4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

**12. Severability.**

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

### 13. Successors and Assigns.

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

### 14. Survival.

All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

### 15. Additional SACC Manual Clauses.

#### Former Public Servant

*SACC Manual* clause [A3025C](#) (2013-03-21), "Proactive Disclosure of Contracts with Former Public Servants"

### 16. Performance of the Work.

#### 16.1. Description of Work.

The Contractor must perform the Work described in the Statement of Work at Annex "A" in accordance with the Contract.

#### 16.2. Period of the Contract.

The period of the Contract is from April 1, 2018 to March 31, 2019.

#### 16.3. Independent Contractor.

The Contractor is an independent Contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

#### 16.4. Conduct.

The Contractor must:

- a. perform the Work diligently and efficiently;
- b. perform the Work with honesty and integrity;
- c. except for Government Property, supply everything necessary to perform the Work;
- d. select and employ a sufficient number of qualified persons;
- e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

#### 16.5. Compliance with Local Law.

In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in **Tokyo, Japan**.

#### 16.6. Inspection and Acceptance.

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

### 17. Security Requirements.

17.1. There is no security requirement applicable to this Contract.

### 18. Green Procurement.

18.1.1. The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

18.1.2. The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

### 19. SACC Manual Clauses.

#### Aboriginal Business Certification

*SACC Manual* clause [A3000C](#) (2014-11-27), "Aboriginal Business Certification"

### 20. Payment Terms.

#### 20.1. Basis of Payment.

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.

#### 20.2. Limitation of Expenditure.

20.2.1. Canada's total liability to the Contractor under the Contract must not exceed **(To be determined upon contract award) percent of the total sale price**. Applicable Taxes are extra.

20.2.2. No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by Canada's Representative before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of Canada's Representative. The Contractor must notify Canada's Representative in writing as to the adequacy of this sum:

- a. When it is 75 percent committed, or
- b. Two (2) months before the end of the period of the Contract, or

c. As soon as the Contractor considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.

20.2.3. If the notification is for inadequate contract funds, the Contractor must provide to Canada's Representative a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**20.3. Method of Payment – Single Payment.**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instruction provided in the contract;
- b. All such documents have been verified by Canada;
- c. The Work delivered has been accepted by Canada.

**20.4. Audit.**

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

**20.5. Invoicing Instruction.**

1. The Contractor must ensure that each invoice it provides to Canada:

- a. is submitted in the Contractor's name;
- b. only applies to the Contract;
- c. shows the date, the name and address of Canada's Representative, the description of the Work and the Contract number;
- d. details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- e. sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
- f. identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.

2. By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

**20.6. Payment Period.**

Canada's standard payment period is 30 Days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid in accordance with "section 17 of 2035 (2016-04-04) General Conditions – Higher Complexity – Services".

**20.7. Discrepancies.**

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the

Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 20.8 to apply for the sole purpose of calculating interest on overdue accounts.

**20.8. Termination Payments.**

If a termination for convenience notice is given pursuant to "section 30 of 2035 (2016-04-04) General Conditions - Higher Complexity – Services", the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

**20.9 Remittance to appropriate tax authority.**

The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

**21. Suspension and Infraction.**

**21.1 Suspension of the Work.**

Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

**21.2 Infraction.**

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in Article 26.

**22. Insurance Terms.**

**22.1 Insurance at Discretion of Contractor.**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

**23. Governance and Ethics.**

**23.1. Conflict of Interest and Values and Ethics Codes for the Public Service.**

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2 (as amended from time to time), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, Code of Conduct for Canadian Representatives Abroad or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

**23.2. Incapacity to Contract with the Government.**

The Contractor certifies that no one convicted under any of the provisions under subsection 0 or 0 are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian *Financial Administration Act*, R.S.C. 1985, c. F-11, or
- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, R.S.C. 1985, c. C-46, or
- c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or
- d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian *Competition Act*, R.S.C. 1985, c. C-34, or
- e. section 239 (False or deceptive statements) of the Canadian *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), or
- f. section 327 (False or deceptive statements) of the Canadian *Excise Tax Act*, (R.S.C., 1985, c. E-15, or
- g. section 3 (Bribing a foreign public official) of the Canadian *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34 (as amended), or
- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian *Controlled Drugs and Substance Act*, S.C. 1996, c. 19 (as amended); or
- i. any provision under the local law having a similar effect to the above-listed provisions.

### 23.3. Anti-Terrorism.

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < [284/index.html > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.](http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-</a></p></div><div data-bbox=)

### 23.4. International Sanctions.

From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c. E-19. Persons in Canada, and Canadians outside of Canada, are bound by these sanctions. The Contractor agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier subcontractors. Also, as a result, the Contractor must not supply, and the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. For additional information on economic sanctions, refer to the following website:  
<http://www.international.gc.ca/sanctions/countries-pays/index.aspx?lang=eng>

The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 24.2.

### 24. Dispute Resolution.

#### 24.1. Discussion and Negotiation.

If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

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**SECTION "I" – SUPPLEMENTARY CONDITIONS**

**SC1– MISC.**

1. **CONTRACTOR MUST USE THE SAME PROFESSIONALS NAMED IN THE PROPOSALS IN THE SAME ROLES AND RESPONSIBILITIES AS PRESENTED IN THEIR PROPOSAL. UNLESS PREVIOUSLY AUTHORIZED IN WRITING BY THE DEPARTMENT REPRESENTATIVE, THE COMPOSITION OF THE CONTRACTOR'S TEAM ACTUALLY PERFORMING THE WORK MUST BE IDENTICAL TO THE ONE IDENTIFIED IN THE PROPOSAL.**
2. **NO TRAVEL COSTS WILL BE REIMBURSED AS A RESULT OF ANY WORK PERFORMED UNDER THIS CONTRACT.**

**SC2– PAYMENT TERMS FOR DISPOSAL**

3. **IN CONSIDERATION OF THE CONTRACTOR COMPLETING ALL OF ITS OBLIGATIONS UNDER THE CONTRACT, INCLUDING THE CLOSING OF THE SALE AND TITLE TRANSFER OF THE PROPERTY, THE CONTRACTOR SHALL BE PAID A FIRM FIXED PRICE PERCENTAGE OF THE FINAL SALE PRICE OF THE PROPERTY.**
4. **WHERE NO SALE IS EXECUTED BY THE CONTRACTOR FOR ANY REASON WHATSOEVER DURING THE CONTRACT PERIOD, OR WHERE THE CONTRACT IS TERMINATED OR SUSPENDED, THE CONTRACTOR SHALL HAVE NO RECOURSE TO RECOVER ANY MONEY, COMPENSATION OR PAYMENTS, DIRECTLY OR INDIRECTLY, FROM HER MAJESTY FOR ANY COSTS OR SERVICES RENDERED PURSUANT TO THIS CONTRACT.**
5. **WHERE NO SALE IS EXECUTED BY THE CONTRACTOR FOR ANY REASON WHATSOEVER DURING THE CONTRACT PERIOD, OR WHERE THE CONTRACT IS TERMINATED OR SUSPENDED, THE CONTRACTOR SHALL HAVE NO CLAIM OR ANY KIND AGAINST HER MAJESTY AND THE CONTRACTOR EXPRESSLY WAIVES ANY RIGHT TO PROCEED AGAINST HER MAJESTY FOR A LEGAL OF EQUITABLE CLAIM, INCLUDING FOR UNJUST ENRICHMENT, AND SHALL HOLD HER MAJESTY HARMLESS WITH RESPECT TO ANY BUSINESS COSTS, EXPENSES OR DAMAGES PURSUANT TO THIS CONTRACT.**
6. **HER MAJESTY HAS THE RIGHT TO DETERMINE THE LIST PRICE OF THE PROPERTY AT ITS SOLE DISCRETION. THE CONTRACTOR SHALL REQUEST APPROVAL FROM HER MAJESTY SHOULD AN ADJUSTMENT BE REQUIRED TO THE LIST PRICE.**
7. **HER MAJESTY HAS THE RIGHT TO REMOVE THE PROPERTY FOR SALE, AND NOTHING HEREIN SHALL CONSTITUTE A GUARANTEE THAT THE PROPERTY WILL BE SOLD AT ALL.**

**APPENDIX “A” – STATEMENT OF WORK (SOW)**

The Contractor shall perform and complete the work described herein on an as and when required basis.

**1.0 Requirement:**

The Contractor agrees to undertake the provision of professional real estate services for the Government of Canada with the aim of selling a residential property in Tokyo, Japan. The Contractor agrees to consult with the Project authority, for the duration of the service Contract.

**2.0 Program of Disposal:**

The properties to be sold are located at 44-4 Motoyoyogi-cho, Shibuya-ku Tokyo, Japan. The property is ready for immediate sale.

The Government of Canada requires that the Contractor markets this property in an open and transparent manner that facilitates public access to the process.

Please note that Her Majesty has the right to remove the property for sale, and nothing herein shall constitute a guarantee that the properties will be sold in the anticipated year, or at all.

Access to the sites during the provision of the services is to be made by arrangement at the Embassy of Canada in Tokyo, Japan.

Name: **TBD upon contract award**

Email:

Telephone:

The Services will include:

- 2.1 Analysis of project requirements;
- 2.2 Developing, recommending and implementing a strategy in consultation with the client;
- 2.3 Markey analysis to determine competing properties, asking and estimated sale pricing;
- 2.4 Preparation of marketing materials, listings and marketing of the properties, administration of auctions or tenders as applicable, and accompanying all prospective buyers on visits to the properties;
- 2.5 Marketing the properties on either a sole agency or multiple agency listings basis;
- 2.6 Reporting on project progress, viewings and market developments;
- 2.7 Negotiating commercial terms with prospective purchasers in consultation with the client;
- 2.8 Providing comparative financial and non-financial analysis, evaluating creditworthiness of prospective purchasers, and advising and recommending optimal course of action;
- 2.9 Working in cooperation with the client’s solicitor providing market-based advice on legal context and contract language;
- 2.10 Assembling, arranging execution of, transmitting and receiving document packages, including offers, counteroffers, and contracts;
- A.11 Certifying work and fees received from other parties, if any.
- 2.12 Selling the properties.

**3.0 Other**

The Government of Canada retains the right to engage other firm qualified under the same Request for Proposal should the Contractor named herein fail to sell the property within the agreed period.