



UNIVERSITY
OF MANITOBA

Service Agreement

Effective Date:

Supplier:

<<Supplier Name>>

<<Address>>

<<email address>>

Services to be Provided to:

University Of Manitoba

<<Department>>

<<Address>>

Contact:

Phone: _____

Bill to:

University Of Manitoba

Supplier Payment Services

414 Administration Bldg

Winnipeg MB R3T 2N2

Canada

Phone: 1 (204) 474-6632

Purchasing Services:

University of Manitoba

Purchasing@umanitoba.ca

Phone: 1(204) 474-8348

***Service Agreement Number: # C or # P**

Dear Supplier:

We are pleased to inform you that this communication is your confirmation that the University of Manitoba has engaged the Supplier noted above to provide services to the University as described in the attached Service Agreement.

PLEASE NOTE THE FOLLOWING CONDITIONS APPLY TO THE SERVICE AGREEMENT:

- Your Service Agreement issued by the University of Manitoba’s Purchasing Services department, must include a Service Agreement C# above, for this Service Agreement to be valid. If a C# is not located above, you must contact Purchasing Services prior to the commencement of any Services.
- This Service Agreement incorporates the University of Manitoba’s Standard Service Agreement Terms and Conditions.
- This Service Agreement includes the requirement that any Supplier providing Services on the University Property be fully vaccinated with a Health Canada approved vaccine.
- Carefully review this document, as the Supplier shall be deemed to have accepted the University of Manitoba’s Standard Service Agreement and its Standard Terms and Conditions and agrees to be bound by such terms by commencing performance of the Services, including partial performance of the Services or the delivery of any related Goods.

Any questions regarding this Service Agreement should be directed to Purchasing@umanitoba.ca.

We look forward to working with you.

Sincerely,

The University of Manitoba Purchasing Services Department

SERVICE AGREEMENT

1. SERVICES

The Supplier is to provide the following Services:

- a. Services to be provided are described in the attached Description of Services.

2. TERM

The Term of this Agreement starts on [REDACTED]. The Services are to be completed by [REDACTED] (Term end date)

in accordance with any directions or instructions provided by the University.

The University's contact person respecting the provision of Services is as noted above.

FEE FOR SERVICES AND PAYMENT SCHEDULE

The Service Fee and Schedule of payment are:

Upon receipt of invoice(s), the University will pay the Supplier a maximum total of [REDACTED] exclusive of applicable GST, HST and PST, for Services provided to the reasonable satisfaction of the University, payable as follows:

Net 30 days, upon receipt of approved invoices.

3. ADDITIONAL EXPENSES (IF APPLICABLE)

Are additional expenses applicable to this agreement? Upon receipt of invoices, the University will pay the Supplier a maximum of [REDACTED] for the following expenses incurred by the Supplier in connection with providing the Services:

- Reasonable long distance telephone calls, facsimile transmissions, and courier costs
- Reasonable travel related expenses, with the prior express authorization of the University Liaison:
 - a) The lowest logical cost of return air transportation (or ground transportation, if preferred by the Supplier and less costly)
 - b) Parking and /or transportation to / from airports, taxifares
 - c) Reasonable accommodation and meal expenses unless paid for directly by the University (excluding personal phone calls, bar bills, laundry, entertainment and other personal expenses)
 - d) Other, if any, are listed here:

In support of the Suppliers claim for approved travel-related expenses, the Supplier must submit to the University original supporting receipts and documentation to the satisfaction of University.

4. STANDARD TERMS AND CONDITIONS

The University's Service Agreement Standard Terms and Conditions form part of this Service Agreement and the Supplier should review and understand their obligations under them.

SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS

BY COMMENCING PERFORMANCE OF THE SERVICES, THE SUPPLIER ACCEPTS THE UNIVERSITY OF MANITOBA'S SERVICE AGREEMENT and THESE TERMS AND CONDITIONS.

1. **Definitions:** In these Service Agreement Standard Terms and Conditions the following definitions apply:

- a) **"Confidential Information"** means concepts, research, photographs, ideas, plans, data, trade secrets, methods, processes or procedures, or any other financial or business information marked as confidential by either party, or reasonably expected to be kept confidential information except that information which:
- a) becomes available in the public domain;
 - b) is disclosed in good faith by a third party having legitimate possession and the right to make such disclosures;
 - c) was already known without any obligation of confidence prior to disclosure;
 - d) was developed independently prior to disclosure of any Confidential Information, or by employees who have not had access to the Confidential Information;

The University's Confidential Information also includes all Personal Information as defined in FIPPA and Personal Health Information defined in PHIA.

- b) **"Fees"** means the Service Fees payable to the Suppliers set out in the Service Agreement;
- c) **"FIPPA"** means *The Freedom of Information and Protection of Privacy Act* (Manitoba), as amended from time to time;
- d) **"Goods"** means any equipment, supplies, materials, product, or other merchandise to be supplied by the Supplier as part of the Services.
- e) **"Personal Information"** means identifying information about an individual, as defined in FIPPA; and may include Personal Health Information as defined in PHIA that is disclosed to the Supplier or collected, created, maintained, or stored by the Supplier in the performance of its duties under the terms of this Agreement;
- f) **"PHIA"** means *The Personal Health Information Act* (Manitoba), as amended from time to time;
- g) **"Services"** means the services to be performed, including any deliverables or work product or related Goods to be provided by the Supplier, the particulars of which are described on the attached Description of Services following these Terms and Conditions.
- h) **"Supplier"** means the individual, entity, partnership or corporation with whom the University is contracting;
- i) **"Supplier Proposal"** means any estimate, quote, offer to sell, statement of work, proposal or specifications provided by the Supplier to the University relating to the supply of Services or related Goods.
- j) **"Term"** means the term in which the Supplier is to perform all Services, including the provision of any Goods and is noted in the Service Agreement.
- k) **"University"** means The University of Manitoba.

2. **Agreement:**

- 2.1 The Entire Agreement for Services consists only of:
- a) Service Agreement
 - b) The attached Description of Service; and
 - c) These Service Agreement Standard Terms and Conditions; and
 - d) Subject to Section 2.2, the Supplier's Proposal or other documents expressly referenced in the Description of Services. If there is any conflict or inconsistency between the documents that constitute the Agreement, then unless otherwise expressly provided, the documents will rank in the order of precedence as they are listed.
- 2.2 The Supplier's Proposal is solely for the purpose of incorporating any description of services, and/or any specifications/features, or service levels of the Services, or related Goods contained therein; and only to the extent that the terms of the Supplier's Proposal do not conflict with the descriptions set out by the University in the Service Description or these Standard Terms and Conditions.
- 2.3 The University's acceptance of, or payment for, Services will not constitute the University's acceptance of any additional or different terms in any Supplier's Proposal, unless otherwise accepted in writing by the University.
- 2.4 The documents set out in section 2.1 constitute the entire understanding between the parties relating to the Services. There are no agreements, representations or warranties except as set forth in this Agreement. No modification or amendment to this Agreement shall be binding unless executed in writing by the parties.
3. **Performing Services:** The Supplier will perform the Services during the Term in a timely and competent manner in accordance with the terms and conditions of this Agreement and in accordance with applicable professional and industry standards for the Services.
4. **Fees:** As payment for the Services, the University will pay to the Supplier the Fees as described in Service Agreement. Unless as otherwise specified in the Service Agreement, no Additional Expenses will be payable by the University on account of expenses or disbursements of the Supplier.
5. **Payment Terms:**
- 5.1 The Supplier will render invoices and any requested supporting documentation to the University monthly for the Services performed, unless otherwise specified in the Service Agreement.
 - 5.2 The University will pay to the Supplier the Fees or such portion thereof on the invoice as is properly due (as reasonably determined by the University), together with all applicable taxes.
 - 5.3 Invoices shall contain such information and details as the University may reasonably require.
 - 5.4 Payment terms are net 30 days from receipt of invoice by the University; provided that the University may withhold payment of any portion of the invoice which is in dispute and the University and the Supplier shall act reasonably to resolve such dispute in a timely manner.
 - 5.5 The University may withhold or set off against any payment due to the Supplier (or is to be paid under this Service Agreement) any charge, liability, or indebtedness owed by the Supplier to the University.
6. **Reporting on Services:**
- a) The University's Contact Person(s) respecting the Services shall be the person(s) identified by the University as

noted as the contract in the Service Agreement letter. The Supplier shall provide the University the name and contact information of its Contact Person(s) in writing.

- b) As required for the performance of the Services, the Supplier shall obtain information and direction from the University.
 - c) The Supplier shall keep the University's Contact Person informed about the progress and delivery of the Services provided under this Agreement at reasonable intervals or as may be specifically requested by the University.
 - d) All progress reports and updates to be prepared by the Supplier as part of the Services shall be submitted to the University's Contact Person and be in a form and content satisfactory to the University.
7. **Supplier to Provide:** The Supplier shall provide all facilities, personnel, labour, materials, supplies, equipment, tools, transportation and other requirements for the timely and proper performance of the Services, except as otherwise set out in the Service Agreement, Description of Services.
8. **Applicable Laws:** The Supplier shall ensure that all laws (including and any applicable worker's compensation, employment standards and occupational health and safety laws), regulations, by-laws and relevant University policies and procedures and any other directives communicated (verbally or in writing) by the University are adhered to at all times by the Supplier and the Supplier's officers, directors, employees, agents, representatives and invitees.
9. **Confidentiality:**
- a) Except as required by law and/ or in the proper performance of the Services, each Party shall not use or disclose, or permit any person employed or engaged by it to use, or disclose Confidential Information gained by it as a result of the performance of the Services.
 - b) Each party shall own its Confidential Information relative to the other party.
 - c) The Supplier shall:
 - a) comply with any rules or directions made or given by the University with respect to safeguarding of the Confidential Information, in addition to using all industry standard safeguards for the protection of Confidential Information in its care;
 - b) advise the Supplier's officers and employees, to whom the Supplier may disclose the Confidential Information, of the confidentiality, privacy requirements and ownership provisions of this Agreement and require any third parties to be bound by agreements respecting confidentiality and privacy no less strict that what is contain within these Terms; and
 - c) do that which is necessary and reasonable to prevent unauthorized access, disclosures, use, or sale (or other disposition for value) of the Confidential Information and in the event of an unauthorized access or disclosure of Confidential Information, the Supplier shall give immediate notice to the University of such event.
 - d) All Confidential Information and records in the possession of the Supplier provided by the University are the property of the University and shall be returned to the University by the Supplier in a format mutually agreeable upon the expiry or earlier termination of the Term, or alternatively, upon the request of the University, deleted or destroyed.
10. **Privacy Legislation:**
- a) The Supplier is aware and acknowledges that the University is a public body under "FIPPA" and "PHIA" and that records and information that are in the care and custody of the University and are subject to the

provisions of FIPPA and PHIA. Disclosure or release of information may be required under FIPPA.

- b) In the event that Confidential Information provided to the Supplier contains Personal Information, the Supplier agree that, when applicable, it is an Information Manager under FIPPA and/ or a Trustee under PHIA and furthermore the Supplier agrees to comply with the provisions of FIPPA and PHIA with respect to the collection, use and disclosure of Personal Information obtained by the Supplier in connection with this Service Agreement.

11. Conflict of Interest:

- a) The Supplier represents that the Supplier has no conflict of interest (as defined in the University's Conflict of Interest Policy) in providing the Services or has disclosed a conflict of interest and a management plan satisfactory to the University has been developed, and that the University will not be thereby compromised nor suffer loss;
- b) At all times, the University's Conflict of Interest Policy will govern the provision of Services. If the Supplier becomes aware of any potential, actual or perceived conflict of interest, as defined in this policy, then the Supplier shall notify the University immediately.
- c) If the University becomes aware of an unreported conflict of interest, the University may elect to terminate immediately this Service Agreement, in addition to any other remedies or right it may have.

12. Insurance:

12.1 During the Term, the Supplier shall maintain the minimum insurance coverage specified below and shall provide satisfactory certificates of insurance confirming such coverages on request by the University.

- a) general liability insurance against third party bodily injury, personal injury and property damage, including products and completed operations liability and blanket contractual liability for an amount of not less than two million dollars (\$2,000,000) per occurrence;
- b) professional liability insurance for an amount of not less than two million dollars (\$2,000,000), if applicable to the Services;
- c) standard automobile insurance for all vehicles owned, licensed or leased by the Supplier and non- owned automobile insurance, if required, for an amount of not less than two million dollars (\$2,000,000) per occurrence for each type of coverage, if applicable to the Services;
- d) all risks property insurance for all material equipment and products included in or required for the Service for an amount not less than the amount of the purchase price;
- e) worker's compensation coverage or employer's liability coverage for employees of the Supplier as well as personal coverage for any directors, partners and agents of the Supplier involved in the performance of the Services.

- 13. Exclusion of Liability:** Notwithstanding anything to the contrary expressed or implied in this Services Agreement, the University shall not be liable to the Supplier for any general, indirect or consequential damages or any economic losses of any kind, regardless of whether the liability to which such damages relate arises in contract, tort or otherwise in law, or for any bodily injury, loss or damage sustained by the Supplier, its employees, agents or sub- Suppliers arising from any cause whatsoever.

14. **Indemnity:** The Supplier agrees to hold harmless, and indemnify the University (including its Board members, students officers, employees and agents), from and against all claims or demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) suffered or incurred by the University which arise directly or indirectly from, or as a result of (1) any breach or default of this Service Agreement ; (2) from claims based on negligence or willful misconduct by the Supplier, its employees or agents in the performance of its obligations under this Agreement; (3) or as a result of any misrepresentation in this Agreement. This indemnity shall survive the expiration or termination of this Agreement.

15. Termination:

15.1 This Agreement may be terminated as follows:

a) by the University where:

- (i) in the reasonable opinion of the University, the Services provided by the Supplier are unsatisfactory, inadequate, or are improperly provided;
- (ii) in the reasonable opinion of the University, the Supplier has failed to comply with any substantive term or condition of this Agreement;
- (iii) the Supplier is dissolved or becomes bankrupt or insolvent;
- (iv) the Services are provided in connection with a project for which the University has been awarded funding from an external source or for which the University receives payment for the provision of services to a third party, and that project or contract has been terminated or funding or payment reduced;
- (v) there has been an adverse change in circumstance or conduct of the Supplier which may affect or harm the status or reputation of the University;
- (vi) at any time, upon forty-five (45) days prior written notice, or

b) by mutual agreement of the parties, expressed in writing.

16. **Consequences of Termination:** Upon termination of this Agreement, the Supplier shall cease to provide any further Services. The University shall be under no obligation to the Supplier other than to pay, upon receipt of an invoice and satisfactory supporting documentation, such Fees as, in the reasonable opinion of the University, the Supplier may be entitled to receive under this Agreement for work completed to the satisfaction of the University up to the date of termination.

17. **Notice:** Any notice to be given by either party hereto to the other pursuant to this Agreement shall be in writing and delivered by hand during the University's normal business hours to the Contact Person's address specified on the Service Agreement (or such other address as notified by a party by notice given under this clause).

18. Residency of Supplier

18 (A) The Supplier represents and warrants that the Services contracted for are directly related to the business of the Supplier and that the Supplier is a resident of Canada. The Supplier acknowledges that the foregoing declaration has no binding effect on Canada Revenue Agency but will be relied on by the University in determining its obligations under the *Income Tax Act* (Canada) and regulations thereunder.

Or

18 (B) The Supplier represents and warrants that the Services contracted for are directly related to the business of the Supplier and that the Supplier is a non-resident of Canada. As such, in accordance with the

provisions of the *Income Tax Act* (Canada), the University is obligated to withhold and submit 15% of the Fees charged on each invoice for services performed in Canada unless the Supplier obtains from Canada Revenue Agency a waiver or reduction in the amount to be withheld and provides it to the University prior to the provision of Services.

19. Warranties for Services and Goods

a) Services

The Supplier represents and warrants that:

- a) the Supplier possesses the necessary personnel, skills, expertise and experience to provide the Services;
- b) that the Supplier fully understands the University's requirements under this Agreement and will be able to satisfy these requirements and Services are provided in accordance with the Description of Services and all University policies, guidelines, by-laws and codes of conduct applicable to the Supplier; and
- c) that the Supplier has or possesses all Canadian licensing required to perform the Services.

b) Goods

The warranty for goods shall be as set out in the Supplier's Proposal. The Supplier shall assign to the University all manufacturer's warranties for Goods not manufactured by or for the Supplier, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to the University.

- c) If no warranty is provided in the Supplier's Proposal, then the Supplier warrants that all Goods
 - a) will conform to any sample and any specifications, drawings or other description describe in the Service Order and will be fit and sufficient for their intended purpose, of merchantable quality, of good material and workmanship and free from defect; and
 - b) be compliant with all applicable federal, provincial, and municipal laws, regulations, standards, and codes.

d) Intellectual Property Warranty

The Supplier further warrants to the University that at all times all Goods and or Services (including any deliverables or work product) will not be in violation of or infringe upon the intellectual property of any third party.

e) Warranty Remedies

19.5.1 In the event of breach of any of the warranties described in Sections 19.1, 19.3, or 19.4 and without prejudice to any other right or remedy available to the University (including University's indemnification rights hereunder), the Supplier will, at the University's option and the Supplier's expense, refund the purchase price for, or correct or replace the affected Goods, or re-perform the affected Services, within 10 day(s) after notice by the University to the Supplier of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, transport the Goods from the University to the Supplier, and return shipment to the University, and costs resulting from supply chain interruptions, will be borne by the Supplier. If Goods are corrected or replaced or Services are re-performed, the warranties in the relevant Sections will continue as to the corrected or replaced Goods for a further Warranty Period commencing on the date of acceptance of the corrected or replaced Goods or Services. If the Supplier fails to repair or replace the Product within the time periods required above, the University may repair or replace the Goods at the Supplier's expense.

19.5.2 In the event that any Goods provided by the Supplier to the University are subject to a claim or

allegation of infringement of intellectual property of a third party, Supplier shall, at its own option and expense, without prejudice to any other right or remedy of the University (including the University's indemnification rights hereunder), promptly provide the University with a commercially reasonable alternative, including the procurement for the University of the right to continue using the Goods in question, the replacement of such Goods with a non-infringing alternative satisfactory to the University, or the modification of such Goods (without affecting functionality) to render them non-infringing.

20. Intellectual Property

- a) Any intellectual property created or developed by the Supplier as part of the of the Services, including copyright to any materials produced by the Supplier, is hereby assigned to the University and the Supplier hereby waives in entirety its moral rights relating thereto and will obtain a similar waiver from its employees and other persons involved in the performance of the Services. This Agreement does not transfer ownership to the University to any background intellectual property developed by the Supplier for the delivery of the Services, or in any Goods provided.
 - b) To the extent that any deliverables or materials produced by the Supplier contain any background intellectual property of the Supplier, the Supplier hereby grants to the University a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the materials or deliverables provided in connection with the Services. The Supplier further guarantees that they will obtain written permission for any use of intellectual property owned by third parties included as part of the materials or deliverables provided in connection with the Services, and they shall credit the creator(s) of third-party intellectual property as required by law. Upon request of the University, the Supplier will provide the University with copies of all permissions obtained for use of third-party owned intellectual property.
 - c) This Agreement does not transfer ownership to the Supplier any intellectual property provided by the University to the Supplier. Any intellectual property provided by the University to the Supplier is exclusively for use in the performance of the Services under this Agreement.
21. **The Accessibility for Manitobans Act (AMA):** Suppliers who work with the public (students, staff, faculty, visitors or other third parties) at, or on behalf of, the University must: comply with the accessibility standards established under the AMA and ensure that applicable training on the requirements of the accessibility standards are provided to their employees who provide goods, services or facilities at, or on behalf of, the University.
22. **Dispute Resolution:** Supplier agrees to meet, negotiate, and attempt to resolve, in good faith, amicably, without litigation, any disagreement, question or difference of opinion with the University as to the interpretation, application, or administration of this Service Agreement, including any Invoice (a "Dispute"). If the two Parties cannot resolve any such Dispute within fifteen (15) business days, or such a period as the Parties may subsequently agree, then it shall be submitted to their respective senior representatives with authority to bind the party to meet to resolve the Dispute. If the Parties are still unable to resolve the dispute through negotiations within fifteen (15) business days, or such a period as the Parties may subsequently agree, the Parties agree to attempt to resolve the Dispute through mediation by submitting the Dispute to a sole mediator selected jointly by the parties. The Parties agree to participate in good faith in the mediation following appointment of the mediator for such a period as the Parties may agree. Finally, the Dispute shall be resolved by arbitration or litigation, as agreed by the Parties.
23. **Miscellaneous:**
- a) The rights and obligations of the parties hereunder shall not be assigned or assignable, in whole or in part, by the Supplier, unless agreed to in writing by the parties. The terms of this Agreement shall enure to the benefit and be binding upon the successors of each of the parties.
 - b) In any provision of this Agreement containing words denoting inclusion (e.g. "including") followed by a list of specific matters or items, such lists will not restrict the generality of such provision.
 - c) This Agreement shall be interpreted under and governed by the laws in force in the Province of Manitoba, the courts of the Province of Manitoba have exclusive jurisdiction over any legal proceedings arising from this Agreement and the parties attorn to the jurisdiction of such courts.

- d) The Parties agree that the electronic transmission to the Supplier of a Service Agreement with an associated Contract Number on it, shall be the authoritative copy of the Service Agreement and shall be legally binding on the parties once the Supplier commences performance and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as an Original paper document.
- e) Nothing in this Agreement shall make the relationship between the University and the Supplier one of partnership, joint venture or employment. The Supplier is an independent contractor. Nothing in this Agreement constitutes authority for the Supplier to make commitments which bind the University or to otherwise act on behalf of the University.
- f) The Supplier will not use, nor shall it permit any person employed by it to use, identifying marks of the University other than with the prior written consent of the University, which may be arbitrarily withheld.
- g) Time is of the essence.
- h) A waiver by the University of any of its rights hereunder will not be deemed to be a waiver of any other right nor a continuing waiver of that particular right.
- i) If any provision of this Agreement or the application thereof is held invalid or unenforceable to any extent, the remainder of this Agreement or the application thereof shall not be affected thereby.
- j) Terms, provisions, covenants and conditions contained in this Agreement which, by their nature or the terms thereof, require their performance by the parties after the expiration or termination of this Agreement shall continue in full force and effect following such expiry or termination.

.....
End of Standard Terms and Conditions

Description of Services Guide

The Description of Services identifies the specific requirements applicable to the service being purchased. The details include a complete picture of the services a Service Provider shall perform.

Your final document will contain the objective or purpose of the services, specific tasks in chronological order with the level of effort, the expected results, administrative responsibilities required to monitor the service and when the due dates for the tasks, administration and payments must be completed by to measure performance and quality of completed services.

1. Why are the Services Required?

This is the objective or purpose of the services

Describe the project, problem, or issue that the services will address (one or two paragraphs)]

2. The Services to be performed are as follows:

This section defines the specific tasks in chronological order & the level of effort expected to complete the service

Include a detailed description of the services or tasks to be provided.

This should include:

- The expected outcomes or tasks to be completed
- The final product or deliverable the Service provider is to supply.
- A clear statement on how a deliverable or final product will be deemed acceptable by the University.

Good Example:

Task: Survey 4 classes of 20 students in asthma awareness.

Each class will answer a 25 question survey that assesses their general knowledge of asthma issues as they relate to public health. One reviewer should take about 1 hour with each class to take the survey and another 2 hours per class to assess the data.

Deliverable: A 10-hour curriculum for graduate student classes of up to 20 students that addresses issues of deficiencies in public health awareness in asthma prevention and care.

Poor Example:

Task: Assess class needs for public health awareness.

Deliverable: Write curriculum to address needs.

**The problem with the second example is that nothing is specified.

The task should have a measurable in it and the deliverable must be quantifiable.

**IMPORTANT *In describing the services, there should be no question about what is expected of the service provider. A Description of Services may contain more than one deliverable, but each should be broken down into tasks to specify what is expected.*

3. Goals/Expectations/Outcomes.

This section defines the expected results of the obtaining the service

Complete the following sentence (can be the same as above):

The goal(s)/expectations of this engagement of services are _____

These goals/expectations of this engagement of services will be met by _____

4. Administration

This section outlines the administrative responsibilities required to monitor the service.

If there are meetings, calls, conferences, or other “soft” deliverables, they should be outlined in the administration portion of the Service Agreement.

Any requirement that is not an end product of a specific task in #2, but is required by the Service Provider, needs to be described in the administration section of the Description of Services.

Good Example:

Service Provider will be required to give weekly reports consisting of: wind pattern analysis, fungi spore distribution, and potential risk areas. During the height of the season, May 15-July 15, the Service Provider may be required to give twice-weekly reports.

Poor Example:

Service Provider will be required to give weekly reports of progress during the soy bean season with more frequent reports during the height of the season.

The problem with the above example is that it does not specify what needs to be in the reports, what “more frequent” means, and when the “height of the season” is.

Complete the below (if applicable)

Contract Administration requirements (if any)	Time Frame (ex weekly, monthly)

5. Timeline/Milestones

This section outlines the due dates for the tasks, administration and payments for the Service.

This portion lays out all dates for the project. It states dates for the tasks and deliverables stated in #2 The Services to be performed are as follows: and in #4 Administration

You may also outline Progress Payments based on Milestone Dates (e.g. Deliverables) if applicable.

Complete the below

Task	Finish Date

***Amendments to this agreement, if applicable, will be managed through the internal request processes at the University of Manitoba. When changes to any of the outcomes outlined in the above sections occurs, an updated Description of Services document will be required before the amendment is shared with the Service Provider.*

Description of Services

1. Why are the Services Required?

2. The Services to be performed are as follows:

3. Goals/Expectations/Outcomes

4. Administration

Complete the below (if applicable)

Contract Administration requirements (if any)	Time Frame (ex weekly, monthly)

5. Timeline/Milestones

Task	Finish Date