

The POC Agreement template is intended to be used for any presentation that requires more protection than a sale call and yet is not an engagement. The use of the POC template requires a three-step evaluation to determine if it is a sales call or not and if the POC is appropriate. They are:

1. Does the presentation differ from a stereotypical sales call?
[If no, then no agreement is required]
2. If yes, is there anything CP (i.e. CSS or the Business) can do to mitigate risk rather than proceed directly to a PSA or other form of contract? For example, use:
 - a. An NDA,
 - b. CP provide a covering letter (outlining limits to the presentation, signed by both parties with consideration),
 - c. Make the presentation/POC part of master terms the vendor already has with CP, etc.)?
3. If yes to 1 above, and No to 2 above, then use of this POC Agreement is required.

The POC template will also require the attached Statement of Work outlining the requirements and referencing the POC.

INFORMATION SERVICES PROOF OF CONCEPT (“POC”) AGREEMENT

Made Effective as of: [REDACTED]

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY

A corporation incorporated pursuant to the laws of Canada
 (“CPR”)

- and -

[*] [INSERT PROPER LEGAL NAME OF SUPPLIER]**

A corporation incorporated pursuant to the laws of
 [Insert Province/State of Incorporation]
 (“Supplier”)

WHEREAS:

A. Supplier has confirmed their expertise and is actively engaged in the business of providing **[Business to Note: Insert language to describe the nature of the Services to be provided by the Supplier. More detailed description of the Services will be entered into the Statement of Work.]** services which form the subject matter of this agreement (collectively with any associated Statements of Work the “Contract”);

B. CPR is interested in engaging the Supplier to provide Services (and, where applicable, associated Materials) and Supplier wishes to provide the same to CPR; and

C. This Contract shall apply to Schedules, Statements of Work, and associated Bill of Goods attached hereto as Exhibit “B” (if any) issued hereunder.

NOW THEREFORE, in consideration of the mutual promises and the covenants and agreements set forth in this Contract and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

See definitions, a copy of which can be found at URL: <http://www.cpr.ca/en/about-cp/selling-to-cp/information-technology/definitions> (“Definitions”) which are deemed to be attached to and forming part of this Contract.

ARTICLE 2 – SCOPE OF SERVICES

In accordance with the terms and condition of this Contract, CPR agrees to allow the Supplier to conduct Services, on a non-exclusive and non-binding basis in accordance with the requirements herein, including:

- 2.1 CPR Requirements
 [Add CP’s requirements for the POC Service]
- 2.2 Deliverables
 [Add CP’s required deliverable at the end of the POC Service]
- 2.3 Timelines
 [Add the timeline required to complete the POC]

ARTICLE 3- TERM AND TERMINATION

3.01 Term and Renewal

This Contract shall take effect from [REDACTED] and remains in effect until [REDACTED], unless terminated earlier in accordance with this Contract.

If agreed to in writing, the Parties by consent shall have the option to extend the Term under the same terms of this Contract.

3.02 Termination

- (a) Without penalty, cost or any charge, CPR may terminate or suspend this Contract without cause, at any time and without prior notice by providing Notice to Supplier.
- (b) Termination of this Contract by either Party shall not deprive the other Party of any of its rights, remedies or actions against the other in law or in equity, including damages.

ARTICLE 4 – PAYMENT

4.1 Billings and Payment

Subject to Supplier providing the Services and Materials in accordance with the terms of this Contract, CPR agrees to pay Supplier as follows:

- (a) Fees
 - a. As set out in the SOW, at the rates set out in that SOW. Unless expressly stated otherwise in in a SOW, the fees include all third party costs; (“**Fees**”);
 - b. Unless otherwise stated in a SOW, the Fees payable to Supplier do not include any taxes.
- (b) Expenses
 - a. Unless otherwise permitted in a SOW (and then only for that SOW), the Supplier shall be solely responsible for the payment of all expenses incurred in the performance of this Contract.
 - b. Despite any term to the contrary, CPR shall reimburse Supplier for all Approved Expenses only in accordance with CPR’s Contractor Travel Expense Guideline found at URL: <http://www.cpr.ca/en/about-cp/selling-to-cp/information-technology/expense-guidelines>
 - c. No **GST**, **HST**, **PST** or other sales tax shall be paid by CPR on Approved Expenses. If Supplier has incurred **GST**, **HST** or **PST** in relation to the Approved Expenses, the Supplier shall be entitled to claim an input tax credit with Canada Revenue Agency or similar taxing authority.

4.2 Billings and Payment

- (a) Unless set out in a SOW as payable pursuant to milestone dates or otherwise, Supplier shall invoice CPR monthly in arrears for Fees and Approved Expenses.
- (b) All invoices shall be in a form acceptable to CPR and shall at a minimum clearly indicate:
 - a. invoice number;

- b. invoice date;
 - c. date(s) that the Service and Materials were provided;
 - d. a detailed description of Services and Materials provided;
 - e. itemized invoice amount;
 - f. a cumulative total of Fees for this Contract;
 - g. a total of Fees for each active SOW;
 - h. a total of Approved Expenses to date for each active SOW;
 - i. when provided, reference to CPR internal Contract number;
 - j. applicable sales and non-sales taxes as separate amounts and further separated by jurisdiction;
 - k. the Supplier's sales tax registration numbers; and
 - l. CPR's purchase order number.
- (c) Subject to reasonable CPR verification, CPR shall pay all undisputed invoice amounts within forty (40) days of the invoice receipt by CPR, or the receipt of the Services and Materials which ever comes later.
- (d) A Fee (or Fees) shall be deemed waived by the Supplier if not invoiced or demanded in writing within 12 months following the later of:
- (i) the date of the Service (or applicable portion to be invoiced) being provided; or,
 - (ii) the earliest date an invoice may be delivered pursuant to the terms of the Contract, a SOW, or a Change Order.
- (e) Supplier shall comply with all applicable commodities and sales tax laws including the collection and remittance of goods and services tax/harmonized sales tax ("**GST/HST**"), Quebec sales tax ("**QST**"), and provincial sales tax ("**PST**"). Notwithstanding the foregoing, where applicable, Supplier shall not charge PST if CPR provides notice to Supplier of a PST exemption.
- (f) Where Supplier provides Services in Saskatchewan or Manitoba and is not a resident in such province, Supplier shall comply with the posting of PST security with the responsible authorities. Supplier shall certify to CPR that it has posted PST security and to the extent Supplier fails to do so, CPR shall be entitled to withhold the applicable value in accordance with the relevant tax legislation.
- (g) Supplier shall comply with all applicable income tax laws, including the withholding of applicable payroll taxes from those of its employees performing Supplier's obligations in this Contract.
- (h) Supplier acknowledges that if Supplier is a non-resident as defined by the *Income Tax Act (Canada)*, CPR may withhold the amounts applicable to a non-resident. Supplier shall confirm to CPR if it is a non-resident as defined by the *Income Tax Act (Canada)*.
- (i) Supplier shall be liable for and shall indemnify CPR in accordance with ARTICLE 9 - INDEMNIFICATION in respect of any claims, penalties, interest, or costs made or assessed against CPR arising from Supplier's non-compliance with tax laws.

- (j) CPR and Supplier shall conduct business transactions using electronic data interchange (“**EDI**”) pursuant to the process identified immediately below. CPR may waive this requirement upon written request by Supplier.
- (k) Supplier shall submit purchase order related invoices through EDI or ORISS.
- (l) Invoices without a purchase order shall be rendered in .pdf format and submitted via email or fax (details of which shall be provided on request).

ARTICLE 5 – INDEPENDENT SUBCONTRACTOR

Supplier is an independent contractor for purposes of this Contract and shall not be deemed to be a servant, employee or agent of CPR.

ARTICLE 6 – REPRESENTATIONS AND WARRANTIES

Supplier represents and warrants that:

(a) Services

The Supplier will perform the Services in a safe, diligent and workmanlike manner and use its professional skill, diligence and care.

(b) No Material Adverse Effect or Circumstance

As at the Commencement Date, the Supplier confirms that there is no fact or circumstance known to Supplier that may or could reasonably be expected to materially and adversely affect the condition (financial or otherwise), property, assets, liabilities, business, operations, or prospects of the Supplier, its Supplier Personnel or any combination thereof.

(c) No Actions

As at the Commencement Date or any document referencing this Contract, there are no actions, suits, proceedings or outstanding Claims or demands whatsoever instituted, pending or threatened against Supplier nor are there any facts known to Supplier which could reasonably result in any such actions, suits or proceedings.

(d) No Untrue Statements

Neither this Contract nor any document, schedule, list, certificate, declaration under oath or written statement now or hereafter furnished by Supplier to CPR pursuant to this Contract: (a) contains, or by the hand of the Supplier, or Supplier Personnel, will contain, any untrue statement or untrue representation of a material fact; or, (b) omits, or by the hand of the Supplier will omit, a material fact necessary to make any such statement or representation therein or herein contained not misleading.

(e) Good Standing of Supplier

Supplier is a corporation/partnership duly incorporated/existing and in good standing under all applicable and relevant laws, is authorized to enter into this Contract and has all permits, license and authorizations necessary to carry on its business and perform or provide the Services and Materials, including pursuant to the laws governing within the province of Alberta. The corporate officer(s) of Supplier signing this Contract, acting

personally, affirm(s) that Supplier has the power and authority to execute this Contract and perform the Services contemplated herein.

(f) Execution and Validity of the Contract

By entering into this Contract and the performance and compliance by Supplier with the terms hereof and the entering into all transactions contemplated by this Contract and the performance and compliance with the terms hereof will not:

- a. Conflict with, violate or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any agreement to which Supplier is a party or by which they are bound;
- b. Result in a violation by Supplier of any statute, regulation, order, law, ordinance or restriction of Canada or the United States of America, or a province, state, territory or municipality thereof that are applicable to Supplier as a provider of Services to CPR;
- c. Result in a violation by Supplier of any judgment, order or decree of any court, judicial or quasi-judicial tribunal having jurisdiction over Supplier or Supplier's property or assets.

ARTICLE 7 – CONFIDENTIALITY AND PRIVACY

The Confidentiality and Privacy terms, a copy of which can be found in the Definitions, are deemed to be attached to and forming part of this Contract.

ARTICLE 8- CPR MATERIALS AND TRADEMARKS

The Parties agree: Check only one box

- Materials provided as part of the Services during the Term will remain with Supplier;
- Materials provided as part of the Services during the Term shall become the property of CPR (without reservation or restriction) in accordance with Article 8.1(b) thru (e) below; and

In the event no box is checked, the Parties agree that all Materials shall become the property of CPR at no additional cost and without reservation or restriction in accordance with Article 8.1(b) thru (e) below.

8.1 CPR Intellectual Property

- (a) CPR retains all Intellectual Property Rights in CPR's Intellectual Property and all information, materials, or software furnished by CPR to the Supplier.
- (b) Except when otherwise provided for in Article 7 above, CPR shall have exclusive ownership in all Materials including Intellectual Property Rights in the Materials that are made, prepared, developed, generated, produced or acquired under or in relation to this Contract by Supplier Personnel when they are developed, delivered or paid for by CPR, whichever occurs first.

(c) Supplier shall grant CPR a perpetual, paid up royalty-free, irrevocable right to internally use (which internal use shall include third parties providing Services for CPR for CPR's benefit) the (i) Pre-existing Work and Commercial Software incorporated in any Materials to be provided to CPR under this Contract, (ii) User Documentation and (iii) Proprietary Tools, upon payment by CPR for such Materials or at completion or termination of this Contract.

(d) Supplier:

a. Irrevocably waives in whole all moral rights in, and

b. Shall ensure that the Supplier Personnel irrevocably waive in whole all moral rights to,

The Materials, made, prepared, developed, generated, produced, or acquired under this Contract including such Pre-existing Work, User Documentation and Proprietary Tools incorporated into any Materials to be provided to CPR under this Contract. Supplier declares that these waivers shall operate in favour of CPR and CPR's assignees and licensees.

(e) Upon completion or termination of this Contract, Supplier shall provide CPR a copy of all Pre-existing Work incorporated in any Materials, its source code, User Documentation and Proprietary Tools, and Supplier grants to CPR:

a. An irrevocable, non-exclusive, worldwide, paid up, royalty free license to use, execute, reproduce, display, perform and distribute (internally and externally) copies of the Pre-existing Work included in any Materials, its source code, User Documentation and Proprietary Tools and the right to prepare derivative works based on such Pre-existing Work, source code, User Documentation and Proprietary Tools;

b. The right to authorize others to do anything CPR is permitted to do in this Article; and

c. An irrevocable, non-exclusive, worldwide, paid up, royalty free license to use, execute, reproduce, display, perform and distribute internally copies of any Commercial Software included in the Materials to be provided to CPR under this Contract.

ARTICLE 9 - INDEMNIFICATION

Supplier agrees to indemnify and hold harmless CPR its Affiliates, and their respective current and former officers, directors, employees, agents, successors and assigns ("**CPR Indemnitees**") from and against:

(a) any Claim, arising or resulting from the Suppliers acts or omissions in the provision of the Services and Materials; and

(b) Claims which may be brought against CPR by any third party pertaining to the provision of Services under this Contract, (each a "**Third Party Claim**").

ARTICLE 10 - NON-SOLICITATION

During the Term of this Contract and for a period of twelve (12) months following the later expiry or termination of this Contract or a related SOW, the Supplier, and the Supplier Personnel agree not to solicit for employment any person employed by CPR during the Term of this Contract. The Supplier shall gain written agreement from its Supplier Personnel

confirming their understanding and acceptance of this requirement. In the event the Supplier fails to comply with this provision, the Supplier, in addition to any other remedy available at law, shall pay to CPR an amount equal to 50% of the employee's annual salary as measured (and extrapolated) from the salary of the employee on their last date with CPR; provided, however, that nothing contained herein will prevent a Party from hiring any such employee who responds to a general hiring program conducted in the ordinary course of business not specifically directed to such employees.

ARTICLE 11- SAFETY AND SECURITY

The Safety and Security terms, a copy of which can be found in the Definitions, which are deemed to be attached to and forming part of this Contract.

ARTICLE 12- CONFLICT OF INTEREST AND ETHICAL CONDUCT

12.1 In the event Supplier becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to Supplier's performance under this Contract, Supplier shall immediately disclose such matter to CPR in writing. Upon making such disclosure Supplier shall not commence or continue performance of the Services, without the written consent of CPR.

12.2 Supplier shall perform the Services and conduct its activities in relation to this Contract in a manner consistent at all times with the CPR's Code of Business Conduct detailed at URL: <http://www.cpr.ca/en/about-cp/selling-to-cp/information-technology/code-of-business-conduct> which are deemed to be attached to and forming part of this Contract.

In the event that CPR is of the opinion that Supplier is not in compliance with the requirements of this paragraph or the Code of Business Ethics, CPR may immediately terminate this Contract with no penalty or additional cost to CPR.

ARTICLE 13 - INSURANCE

Supplier shall, at its own expense, obtain and maintain during the Term, in a form and with an insurance company satisfactory to CPR, policies of:

- (a) Commercial General Liability (C.G.L) insurance with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include the following:
 - a. CPR and its associated or affiliated subsidiaries (and the directors, officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Supplier in this Contract;
 - b. "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - c. blanket contractual liability, including the insurable liabilities assumed by the Supplier in this Contract;
 - d. broad form products and completed operations;
 - e. sudden and accidental pollution liability;
 - f. non-owned auto liability;
 - g. employer's liability; and,
 - h. shall not exclude operations on or in the vicinity of the railway right of way, if applicable.

- (b) Automobile Liability insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Supplier and used in regards to this Contract.
- (c) For work performed in the United States of America, confirmation of Workers Compensation insurance which shall be in strict accordance with the requirements of the most current and applicable State Workers Compensation Insurance Laws, and Employers' Liability Insurance, including Occupational Disease Insurance with limits of not less than One Million Dollars (\$1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the American Federal Employers' Liability Act, Longshoreman's & Harbor Works Act, and the Jones Act. The Supplier shall, before any Services are commenced under this Contract submits written evidence that it has obtained full workers compensation insurance coverage for persons whom it employs or may employ in carrying out the Services under this Contract. CPR and its associated or affiliated companies (and the directors, officers, employees, agents, and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.

(collectively, "**Insurance Coverage**").

Supplier agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this Contract.

The Insurance Coverage required to be maintained pursuant to this Contract shall be primary and not excess of any other insurance that may be available.

The Insurance Coverage shall be endorsed to provide CPR with not less than thirty (30) days written notice in advance of cancellation, material change, or amendments restricting coverage.

Supplier shall provide CPR with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Contract as soon as practicable after the damage, loss, incident, or claim has been discovered. Supplier is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

Supplier shall provide a copy of the certificate(s) of insurance evidencing the above Insurance Coverage and may require Supplier to annually provide CPR with a copy of updated certificate(s) of insurance evidencing the renewal of the above Insurance Coverage. Where Supplier maintains a registration with ISNetwork, or any similar organization(s) being utilized by CPR for Supplier safety, security, and insurance compliance during the Term, Supplier shall send such certificate(s) of insurance or notice(s) to ISNetwork, or any similar organization(s) being utilized by CPR for Supplier safety, security, and insurance compliance during the Term. For all other cases, such certificate(s) of insurance or notice(s) shall be sent via email to cprail@ebix.com or via fax to (770) 325-6378.

CPR shall have no obligation to examine such certificate(s) or to advise Supplier if its Insurance Coverage is not in compliance with this Contract. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CPR has waived its insurance requirements.

CPR reserves the right to maintain the Insurance Coverage in good standing at Supplier's expense and to require Supplier to obtain additional insurance where, in CPR's reasonable opinion, the circumstances so warrant. If the Supplier fails to maintain the Insurance Coverage required in this Contract, CPR may, at its option, terminate this Contract without notice.

ARTICLE 14 - GENERAL

14.01 Governing Law

This Contract shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by the laws of the Province of Alberta without reference to its choice of law rules. Each of the Parties hereto attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta and the Supreme Court of Canada.

14.02 Notices

All disclosures, Notices or other documents required or permitted to be given pursuant to this Contract shall be in writing and shall be sufficiently given if delivered by hand or reputable courier service or by fax at the addresses defined on the document or to such other address as may be provided from time to time:

Any Notice or other document will be deemed to have been given and received:

- (a) if delivered by hand or by courier, on the first Business Day following the date on which it was delivered; and
- (b) if sent by fax, on the first Business Day following the date on which it was sent.
- (c) Any Party may, from time to time, change its address for service by giving Notice to the other Party in accordance with the provisions in the section 12.02.

14.03 Counterparts and Facsimile

Any SOW referencing itself to be part of this Contract may be executed in two or more counterparts, transmitted by hand, mail, facsimile or e-mail, each of which shall be deemed an original and all of which together shall be deemed to constitute one and the same agreement.

14.04 Entire Contract

This Contract, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all previous agreements and there are no oral statements, representations, warranties, undertakings or agreements between the Parties modifying the provisions of this Contract.

14.05 No Assignment

Supplier shall not assign, subcontract or otherwise dispose of any of its rights, obligations, or interests in this Contract, without first getting the written approval of CPR, which approval may be unreasonably withheld.

14.06 Binding Nature of Contract and No Assignment

This Contract shall enure to the benefit of and shall be binding upon the Parties hereto together with their successors and permitted assigns.

14.07 Amendments

This Contract including any SOW referencing itself to be part of this Contract shall not be amended except if in writing and agreed to by both Parties. Otherwise, no alteration, purported change or amendment, waiver, or cancellation shall be valid or binding on either Party,

including, without limitation, any terms contained on a Supplier invoice or other transactional document.

14.08 Time of the Essence

Time shall be of the essence in this Contract.

14.09 Further Assurances

The Parties covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Contract in accordance with their true intent.

14.10 Provisions Severable

If any provision of this Contract is held to be invalid, unenforceable or illegal, such provision shall be deemed to be independent and severable from the remaining provisions of this Contract and the remaining provisions of this Contract shall not be affected and shall be valid and enforceable to the full extent permitted by law.

14.11 Sub-contractors and Agents

The Supplier shall:

- (a) Ensure that its employees comply with the provisions of this Contract, and
- (b) Enter into written agreements with its Supplier Personnel, other than its employees, which agreements require such Supplier Personnel to comply with the provisions of this Contract consistent with the obligations imposed on the Supplier.

14.12 Documentation required to Work in Canada

The Supplier is responsible to promptly provide all documentation required by the Government of Canada, including the necessary documents to permit the Supplier Personnel to perform the Services in Canada. The Supplier is responsible for all costs associated with Suppliers Personnel.

14.13 Language Laws (Quebec)

The parties have requested and agreed that this Contract be drafted in the English language. *Les parties aux présentes ont demandé que le présent Contrat soit rédigé dans la langue anglaise.*

14.14 Contract Referenced Documents

If a document referenced in this Contract by URL cannot be sourced online, please send an e-mail message to IS_Contract_Management@cpr.ca to request a hard copy of the same. Failure to receive a copy of the referenced document shall not waive (or otherwise excuse) Supplier from adhering to the terms and requirements set out in such documents.

IN WITNESS WHEREOF, the Parties have executed this Contract by their duly authorized representatives as of the Effective Date.

CANADIAN PACIFIC RAILWAY COMPANY

[SUPPLIER FULL COMPANY NAME HERE]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

THIS STATEMENT OF WORK (“SOW”) – Exhibit “B”Made Effective as of:

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANYA corporation incorporated pursuant to the laws of Canada
 (“CPR”)

- and -

*****) [INSERT PROPER LEGAL NAME OF SUPPLIER]**A corporation incorporated pursuant to the laws of
[Insert Province/State of Incorporation]
 (“Supplier”)Takes effect on the earlier of: (i) the date of last signature below or (ii) as otherwise stated at paragraph 5 (the “**Commencement Date**”) and adopts the terms and conditions as are captured in the Contract between the Supplier and CPR, dated .**WHEREAS:**

A. Supplier has the required expertise and is actively engaged in the business of providing **[User Note: Insert 2-5 words that describe the nature of the Services to be provided e.g. consulting]** Services and associated Materials which form the subject matter of this engagement;

B. CPR is interested in retaining the Supplier to provide Services (and, where applicable, Materials) and Supplier wishes to provide the same to CPR;

NOW THEREFORE, in consideration of the mutual promises and the covenants and agreements set forth in this SOW, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

Terms & Conditions**1. Supplier shall provide the following Services:****A detailed description of the Services is to be entered below. Include:**

- **Associated physical goods (e.g. reports, software, process diagrams, etc.) to be provided in connection with the Services (and these may be further defined in an Exhibit and attached to this SOW)**
- **Note – this SOW is not intended to acquire goods, but can accommodate goods that are ancillary to the Services**

(the “**SOW Services**”)**2. Project Management:**

The SOW Services shall include a dedicated project manager selected by CPR that will oversee all SOW related tasks and will manage all Supplier personnel assigned to perform SOW

Services. Project management methodology shall include the tasks listed in the documents found at URL: <http://www.cpr.ca/en/about-cp/selling-to-cp/information-technology/delivery-methodology>

3. Deliverables:

In connection with the SOW Services, the Supplier will produce the following deliverables (each a “**Deliverable**” and collectively, the “**Deliverables**”):

- **[User Note: Enter a detailed listing of the Deliverables required to be delivered by the Supplier]**

4. Assumptions:

- **[User Note: Enter a detailed listing of the Assumptions specific to this project]**

5. Duration and Scheduled Timelines:

- Start Date:
- End Date:
- Completion Date:
- **[User Note: Consult with CSS if CP business wants to add a form of penalty for Supplier not completing to schedule]**

6. Location:

- **[User Note: Enter a detailed listing of the Assumptions specific to this project]**

7. Fees:

[User Note: Consult with CSS if CP business wants a different form of pricing (e.g. stage gate payments, etc.)]

Service	Scope	Fee (USD/CDA)
SUB TOTAL:		
TOTAL:		

Unless specifically identified in this SOW, all expenses associated with the SOW Services are deemed included in the Fees above described.

If expenses are identified and accepted in writing by CPR, despite any term to the contrary, these expenses will be governed by the terms and conditions of CPR Travel Expense Guidelines as found at URL: <http://www.cpr.ca/en/about-cp/selling-to-cp/information-technology/expense-guidelines>.

8. Acceptance:

Within ten (10) business days following receipt of Deliverable(s), CPR shall review and inspect same, and shall either (i) provide acceptance in writing, or (ii) provide Supplier with Notice of deficiencies.

9. Points of Contact:

CPR Contact	
Name of Primary Contact:	
E-mail:	
Telephone:	
Supplier Contact	
Name of Primary Contact:	
Position:	
E-mail:	
Office Telephone:	
Mobile Telephone:	

10. Contract Referenced Documents

If a document referenced in this Contract by URL cannot be sourced online, please send an e-mail message to IS_Contract_Management@cpr.ca to request a hard copy of the same. Failure to receive a copy of the referenced document shall not waive (or otherwise excuse) Supplier from adhering to the terms and requirements set out in such documents.

IN WITNESS WHEREOF, the Parties have executed this Contract by their duly authorized representatives as at the dates below.

CANADIAN PACIFIC RAILWAY COMPANY

[SUPPLIER FULL COMPANY NAME HERE]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____