

**THIS MASTER TEMPORARY STAFFING SERVICES AGREEMENT  
("MTSSA")**

Made effective as of the date of last signature below,  
(the "**Effective Date**").

BETWEEN:

**CANADIAN PACIFIC RAILWAY COMPANY**

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

- and -

**[Supplier Name]**

A corporation incorporated pursuant to the laws of **[Insert State/Province]**  
("Supplier")

**WHEREAS** CPR issued an RFP to seek, *inter alia*, prospective suppliers to provide temporary staffing services (the "**RFP**");

**AND WHEREAS** Supplier is one of many suppliers actively engaged in the business of providing temporary staffing services;

**AND WHEREAS** in response to the RFP, Supplier provided a Proposal to confirm their expertise and offer their services to provide temporary staffing services for CPR

**AND WHEREAS** Supplier has been selected as a preferred vendor to provide temporary staffing services to CPR;

**AND WHEREAS** CPR is interested in retaining the Supplier on a non-exclusive basis to provide temporary staffing services; and Supplier agrees to provide the same to CPR;

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

**1. Definition**

The definitions as found at URL: <http://www.cpr.ca/en/about-cp/selling-to-cp/information-technology/definitions>, are deemed to be attached to and forming part of this MTSSA ("**Definitions**").

**2. Scope of Services**

For every Person placed by Supplier (and agreed to be retained by CPR) they will be added to this MTSSA through the issuance of a SOW in the form as attached hereto at Exhibit B (a "**successful candidate**").

**3. Terms and Conditions**

The terms and conditions of this MTSSA can be found in the attached Exhibit A, and any applicable exhibits, schedules, and SOWs. In addition,

- (a) Supplier confirms that it has the necessary insurance coverage for it and its successful candidates to provide the Services to CPR;
- (b) Supplier confirms that it shall ensure that all successful candidates shall adhere to the terms and conditions stated in Exhibit A as if they were named as the Supplier in this MTSSA;
- (c) Except where otherwise agreed in a SOW, Supplier and successful candidates shall:
  - a. Follow all reasonable directions from CPR including those indicating the location where the Services are to be performed;
  - b. Comply with the provisions of all laws, now in force or in force after the signing of this MTSSA that expressly, or by implication apply to Supplier or a successful candidate in the provision of the Services.

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

**CANADIAN PACIFIC RAILWAY COMPANY**

**[SUPPLIER]**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **TERMS AND CONDITIONS**

#### **1. Term:**

This MTSSA shall take effect from the Effective Date and remains in effect concurrent with the Term as designated in a SOW, unless terminated earlier in accordance with this MTSSA. For greater certainty, each SOW made under this MTSSA may have a unique length of Term, which Term shall govern the applicable SOW and shall adopt these MTSSA terms.

#### **2. Fees and Expenses:**

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

(a) Fees

- a. For each SOW, at the rates set out in that SOW. Unless expressly stated otherwise in a SOW, the rates include all third party costs;
- b. Unless otherwise stated in a SOW, the Fees payable to Supplier do not include any taxes;
- c. Unless otherwise permitted in a SOW (and then only for that SOW), Supplier shall be solely responsible for the payment of all expenses incurred in the performance of this MTSSA;
- (d) Where approved by CPR in writing in a SOW, 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>

- (b) Supplier's invoice shall indicate applicable sales taxes as separate amount and indicate the net taxable value including all applicable discounts. CPR shall not be obligated to pay any taxes to Supplier unless Supplier is registered with the respective tax authority and provides its registration number on the invoice. Supplier's invoice shall be in a form acceptable to CPR and shall contain sufficient details to ascertain the scope of Services performed. If requested by CPR, Supplier shall promptly provide documentation in support of an invoice to CPR with form and content reasonably acceptable to CPR. CPR shall remit payment within forty (40) days of receipt of an invoice prepared in accordance with this MTSSA (which invoice shall state any discount offered for early payment), provided always that if CPR disputes any portion of the invoice, it shall pay such invoice less the disputed amount, subject to adjustment (in the case of disputed amounts) upon resolution of the dispute. Non-payment by CPR of any amount in dispute shall not alleviate, diminish or modify in any respect Supplier's obligations to perform as required by and in accordance with this MTSSA. CPR shall be entitled to withhold from Supplier any amounts required to be withheld under applicable tax legislation, and any remittance

of withholding taxes to the applicable tax authorities shall be deemed to be payment to Supplier. Supplier shall submit a single invoice to CPR's email address at IS\_Invoicing@cpr.ca; or mailing address:

Canadian Pacific Railway Company  
ATTN: IS Invoicing Team  
Building #1, 7550 Ogden Dale Road SE  
Calgary, AB, Canada T2C 4X9

Unless otherwise provided in this MTSSA, CPR and Supplier agree to conduct business transactions using electronic data interchange ("**EDI**"). Each party will be solely responsible for all costs it incurs using EDI. It is the responsibility of Supplier to store a complete, chronological record of all EDI messages sent by Supplier to CPR and all transmission logs. In the event of a dispute between Supplier and CPR regarding the processing or acknowledgment of EDI messages, it is the responsibility of Supplier to ensure the electronic or computer records of the EDI messages and ensure the transmission log shall be readily accessible, is capable of being reproduced in a human readable form, and is capable of being printed, if requested by CPR.

- (c) CPR is entitled to a 2% early payment discount if it makes payment within ten (10) Business Days from the date of CPR's receipt of Supplier invoice. The 2% discount is applicable to the Services only as set out in this MTSSA, and is not applicable to any taxes, surcharges, fees, fines, penalties or levies. All invoices shall clearly state both the non-early payment amount and early payment discount amount.

### **3. Termination**

- (a) Without penalty, cost or any charge, CPR may terminate or suspend this MTSSA or any SOW, without cause, or as a result of a Change of Control, by giving five (5) Business Day prior written notice to Supplier;
- (b) Despite any term to the contrary, if this MTSSA is terminated for any reason:
  - a. if requested by CPR, Supplier must continue to provide all Services up to the effective date of termination; and
  - b. CPR shall only pay Supplier for the Services completed and delivered up to the earlier of effective date of termination or completion of the Services.
- (c) In the event of termination by CPR as a result of Material Breach by the Supplier, in addition to any remedies available at law, the following shall apply:
  - a. To the extent technically and legally feasible, with all assistance from the Supplier, CPR may acquire at fair market value, or assume the lease of, any or all-existing hardware and software used in providing the Services;

- b. For all hardware and software not acquired by CPR through subsection (a) above, the Supplier shall be responsible for re-licensing costs, assignment costs, and the cost of terminating licenses, leases or contracts that are not acquired or assumed by CPR;
  - c. The Supplier shall be responsible for all costs reasonably incurred by CPR relating to displacement or re-deployment of assets, floor space or premises and personnel which result from termination of this MTSSA (or any SOW); and
  - d. The Supplier shall be responsible for any additional costs reasonably incurred by CPR related to termination of this MTSSA or an applicable SOW.
- (d) Termination of this MTSSA 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;
- (e) Upon notice of termination of any SOW, the Supplier shall, if requested by CPR, co-operate with CPR to transition the Services provided to CPR under the SOW to CPR or any third parties as determined by CPR. Without limitation, these transition services may include data migration services. Except where such transition is required as a result of Material Breach by the Supplier, in which case they will be at no cost to CPR, all such transition services shall be at the Supplier's then current rates for the relevant Services.
- (f) CPR shall be entitled to terminate any SOW within 48 hours and for any reason of successful candidate commencing work. In such case Supplier shall i) not charge CPR up to and including 48 hours, ii) provide a suitable replacement for such candidate.

#### **4. Indemnity**

Supplier agrees to indemnify and hold harmless CPR Indemnitees from and against:

- (a) any Claim, arising or resulting from Supplier or Supplier provided staff under this MTSSA from acts or omissions relating to the provision of the Services; and,
- (b) Claims which may be brought against CPR by any third party relating to the provision of Services under this MTSSA, (each a "**Third Party Claim**").

##### **4.1 Intellectual Property Indemnity**

- (a) In the case of Third Party Claim(s) that any Services, Materials, Commercial Software or Pre-existing Work included in any deliverable to be or provided to CPR under this MTSSA, as well as any User Documentation, Proprietary Tools delivered to CPR by Supplier Personnel under this MTSSA infringes upon Intellectual Property Rights enforceable in Mexico, China, Canada or the United States (each a "**Third Party IPR Claim**"), Supplier will defend CPR Indemnitees against such Third Party IPR Claim or Claims at Supplier's sole expense. Supplier further agrees to indemnify and hold CPR Indemnitees harmless and

shall pay all costs, damages and legal fees that a court finally awards or are included in a settlement agreed to by Supplier, provided that CPR:

- a. Promptly notifies Supplier in writing of the Third Party IPR Claim; and
  - b. Reasonably cooperates with Supplier, and allows Supplier to control, with CPR's participation, the defense and any related settlement negotiations.
- (b) If a Third Party IPR Claim is made or appears likely to be made, CPR agrees to permit Supplier to enable CPR, at Supplier's sole cost, with CPR's agreement, to continue to use any materials associated with this MTSSA (including any SOW) or to provide CPR with a non-infringing replacement or modification which meets the specifications and functionality required for the materials in this MTSSA. If Supplier determines that none of these alternatives are reasonably available, without limiting any of CPR's additional rights under this MTSSA, CPR shall return the materials to Supplier on Supplier's written request and Supplier shall pay CPR, upon CPR's return of the materials, all reasonable costs incurred by CPR Indemnities as a result of the Intellectual Property Right infringement allegation;
- (c) Supplier has no obligation regarding any Third Party IPR Claim based upon any of the following:
- a. CPR's modification of the materials or use of software materials other than the operating environment specified for the software;
  - b. The combination, operation or use of the materials with any programs, hardware or software that Supplier did not provide, unless Supplier has specifically approved the other programs, hardware or software for such combination, operation or use;
  - c. Compliance with CPR's written requirement(s) for the materials provided Supplier has advised CPR in writing with reasons that Article 4.1 (a) will not apply at the time of receiving CPR's written requirement(s); or
  - d. Infringement by anything provided first by CPR for use in creating the materials.
- (d) If there is a Third Party IPR Claim that the materials delivered by Supplier or Supplier's subcontractors or agents infringes any Intellectual Property Right or any other proprietary right enforceable in Canada or the United States and the alleged infringement is based upon compliance with CPR's written requirements for such materials and provided that Supplier has advised CPR in writing in advance of a Claim with reasons that Article 4.1(a) will not apply with CPR's written requirement, then CPR will defend Supplier against the claim at CPR's expense. In this regard, CPR will pay all costs, damages and legal fees that a court finally awards or are included in a settlement agreed to by CPR, provided that Supplier (i) promptly notifies CPR in writing of the Claim; and (ii) cooperates with CPR in, and allows CPR to control, with Supplier's participation, the defense and any related settlement negotiations;

- (e) If a Third Party IPR Claim described in Article 4.1(d) is made or appears likely to be made, Supplier agrees to permit CPR to enable Supplier, at CPR's sole cost to continue to use the materials provided under this MTSSA or to provide Supplier with a non-infringing replacement or modification which meets the specifications and functionality required for the materials in this MTSSA. If CPR determines that none of these alternatives are reasonably available, without limiting any of the Supplier's rights under this MTSSA or otherwise, the Supplier shall return the materials to CPR on CPR's written request and CPR shall pay the Supplier, upon the Suppliers' return of the materials, all reasonable costs incurred by the Supplier, as a result of the actual or alleged Intellectual Property Right infringement;
- (f) CPR has no obligation regarding any Third Party IPR Claim based on any of the following:
  - a. Supplier's modification of the materials or use of software materials in other than the operating environment specified for the software;
  - b. The combination, operation or use of the materials with any programs, hardware or software that CPR did not provide, unless CPR has specifically approved of the other programs, hardware, or software for such combination, operation or use;
  - c. Compliance with Supplier's written requirements for the materials; or,
  - d. Infringement by anything provided first by Supplier for use in creating the materials, except to the extent such infringement arises from compliance with CPR's requirements for the materials and which Supplier has advised CPR in advance in writing with reasons that Article 4.1(a) will not apply with CPR's written requirement.
- (g) Neither party shall have any obligation under any settlement made without its written consent.

#### **4.2 Non-Solicitation:**

During the Term of this MTSSA and for a period of twelve (12) months following the later expiry or termination of this MTSSA or a related SOW, the Supplier, its employees, subcontractors and agents agree not to solicit for employment any person employed by CPR during the Term of this MTSSA. The Supplier shall gain written agreement from its employees, subcontractors and agents confirming their understanding and acceptance of this requirement upon request by CPR and shall enforce the same for the benefit of CPR. 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 at such employees.

- 5. Tax: (For Canada):** For the provision of temporary personnel in Canada, Supplier shall:
- a. Be liable for and indemnify and reimburse CPR for any Claims made or assessed against CPR arising from Supplier's non-compliance with any applicable tax laws. Upon request, Supplier shall provide to CPR written

- certification that it has complied with such tax laws. Where applicable, Supplier shall certify to CPR that it has posted PST security, and, to the extent Supplier fails to do so, CPR shall be entitled pursuant to Paragraph C-11 –Provincial Sales Tax to withhold the applicable value of PST from its payments to Supplier and remit the same to the responsible authorities;
- b. Not charge provincial or municipal sales tax on shipments to destinations in the following provinces, and the applicable tax exemption number (shown below) shall appear on the Supplier's invoice(s):
    - a. Saskatchewan: 003770-5
    - b. British Columbia: PST-1001-5810
    - c. Manitoba: 217842-7
  - c. Comply with the *Sarbanes Oxley Act*, 2002 and Canadian equivalent *Bill C198/Canadian Securities Administrators* rules when they apply and shall, upon demand by CPR, deliver to CPR a certificate showing that Supplier is in compliance.

**6. Tax (For US):** For the provision of temporary personnel in the USA, Supplier shall:

- a. Comply with all applicable tax laws including the collection and remittance of any and all applicable taxes, levies, duties, and charges in connection with performing Supplier's obligations in this MTSSA;
- b. Without limiting subparagraph (a) above, Supplier shall be responsible for compliance with and payment of all sales taxes, use taxes, excise taxes, customs duties, and all contributions and taxes for employment compensation, insurance, and old age pensions, or annuities now or hereafter imposed by any governmental authority with respect to or covered by Supplier in the provision of temporary personnel;
- c. Acknowledge that if Supplier is a non-resident as defined by the *Internal Revenue Code*, CPR is required to withhold funds as required by law;
- d. Supplier shall provide written confirmation to CPR if it is a non-resident as defined by the *Income Tax Act* (Canada), or if the Supplier is under the tax jurisdiction of the USA;
- e. Be liable for and indemnify CPR in accordance with Section 5 (a) and Section 6 (e) in respect of any Claims, penalties, interest, or costs made or assessed against CPR arising from Supplier's non-compliance with tax laws.

**7. Representations and Warranties:**

Supplier represents, warrants, covenants, and acknowledges that:

**a) Deliverables:** The Supplier will provide the Services (and any Materials) in accordance with Leading Industry Practices.

Supplier has the right, title or interest to use any information, supplies, patented or copyrighted material, or any other materials, used in the manufacture or supply of the Materials and Services and its use of information, supplies, patented or copyrighted material, or any other materials, for the performance of its obligations in this MTSSA shall and does not result in the disclosure of third-party trade secrets or infringe upon third-party patent, copyright, trademark or intellectual property rights.

**b) Quality:** The Services shall conform to all specifications, drawings, samples or descriptions furnished to or by CPR and shall be merchantable, of good material



and workmanship, and be free from any defects or deficiencies in manufacturer workmanship.

Supplier confirms it has been informed and understands CPR's intended use of the Services, and all of the Services have been selected, designed, manufactured or assembled by Supplier based on CPR's intended use and shall be fit and sufficient for the particular purpose intended by CPR.

**c) Cooperation:** The Supplier shall (at no additional cost to CPR) exercise best effort to communicate and cooperate with other CPR suppliers as may be required for the provision of the Services, including with a view to resolving defects and deficiencies in the Services which might reasonably be corrected with such cooperation.

**d) Supplier Personnel:** The Supplier Personnel providing the Services have the education, training, experience and skills, access to resources, systems and processes necessary to safely, diligently and expeditiously provide the Services. Supplier further undertakes to continue to upgrade the education, training and skill of Supplier Personnel to maintain its and Supplier Personnel's alignment to Leading Industry Practices.

The Supplier agrees to ensure that all Suppliers' personnel engaged in the performance of the Services have been subjected to criminal, credit, insurance, reference, security and any other industry background checks to ensure that Supplier Personnel will not provide a risk to CPR's organization and is reliable, competent, lawful, available and properly qualified to provide the Services pursuant to this MTSSA. Upon CPR's written request, Supplier agrees to deliver a written statement certifying to CPR that Supplier has complied with requirements set forth in this paragraph.

**e) No Material Adverse Effect or Circumstance:** 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.

**f) No Actions:** As at the Effective Date of this MTSSA, 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. Following the Effective Date, during the Term of this MTSSA, Supplier shall immediately notify CPR if an action, suit, proceeding, Claim, or demand whatsoever is instituted, pending or threatened against Supplier which could reasonably affect Supplier's ability to deliver the Services in accordance with the terms of this MTSSA.

**g) No Untrue Statements:** Neither this MTSSA nor any document, schedule, list, certificate, declaration under oath or written statement now or hereafter furnished by Supplier to CPR pursuant to this MTSSA: (a) contains any untrue statement or untrue representation of a material fact, or (b) omits a material fact

necessary to make any such statement or representation therein or herein contained not misleading.

**h) Good Standing of Supplier:** Supplier is a Person incorporated/existing in good standing under all Applicable Laws, is authorized to enter into this MTSSA, and has the capacity and all the permits, licenses and authorizations necessary to carry on its business and perform its obligations.

**i) Execution and Validity of this MTSSA:** Supplier confirms that the entering into of this MTSSA, the performance and compliance by Supplier with the terms hereof, and the entering into of the transactions contemplated by this MTSSA that 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; or
- c. Result in a violation by Supplier of any judgment, order or decree of any court, board, judicial or quasi-judicial tribunal having jurisdiction over Supplier or Supplier's property or assets.

**8. Subcontracting:** Except for those Persons incorporated by a SOW to this MTSSA, Supplier shall not subcontract the whole or any part of its obligations hereunder without first receiving the written consent of CPR, which consent may be withheld in CPR's sole and arbitrary discretion. Where such consent is granted, Supplier shall not be released or relieved from any obligations or liabilities of Supplier in this MTSSA nor shall CPR be prevented from pursuing any legal or equitable remedies it may be entitled to. When requested by CPR, Supplier shall provide CPR with all details concerning any and all subcontracted work. Supplier shall remain liable and responsible to CPR, and shall indemnify CPR in accordance with Section 4, for the acts and omissions of any subcontractor and shall ensure that any subcontractor strictly adheres to all terms of this MTSSA, including any safety and security requirements referred to in this MTSSA. Supplier's temporary personnel are not permitted to further re-subcontract the whole or any part of its obligation.

**9. Delays:** Supplier shall provide CPR with notice of delay immediately upon becoming aware of any occurrence which delays or, in Supplier's reasonable opinion, may delay the provision of Services or the performance of any other obligation hereunder.

**10. Safety and Security:** The Safety and Security Clause is contained in the Definitions and, like all definitions referenced herein, is deemed to apply to this MTSSA.

**11. Workers' Compensation:** If requested by CPR, or a third party acting on CPR's behalf, Supplier shall furnish CPR with written confirmation from the applicable workers' compensation authorities, or equivalent authorities, of the jurisdiction

(e.g., state(s), province(s), etc.) where Supplier is performing the Services, that the Supplier, and any of its subcontractors or agents, are in good standing with such authorities. No Supplier invoice shall be payable until such confirmation is received.

- 12. No Exclusivity:** Supplier acknowledges that it is not the exclusive provider of the Services to CPR, and that CPR may, from time to time, retain services similar or identical to the Services from other Suppliers at CPR's sole and arbitrary election, and that no guarantee of any quantity of work either in volume or dollar value is given or implied by this MTSSA, unless otherwise provided in this MTSSA.
- 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 Five Million Dollars (\$5,000,000) 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 without limitation the following:
    - (i) 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 Agreement;
    - (ii) "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;
    - (iii) blanket contractual liability, including the insurable liabilities assumed by the Supplier in this MTSSA;
    - (iv) broad form products and completed operations;
    - (v) sudden and accidental pollution liability, if applicable;
    - (vi) employer's liability; and
    - (vii) shall not exclude operations on or in the vicinity of the railway right of way.
  - (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, non-owned, leased or controlled by the Supplier and used in regards to this MTSSA.
  - (c) **Professional Liability** insurance in the amount of Five Million Dollars (\$5,000,000) any one loss or occurrence. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twelve (12) months after the expiry or termination of this MTSSA.
  - (d) **Workers Compensation Insurance:** 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 *FELA*, *USL&H Act*, and the *Jones Act*. The Supplier shall, before any services are commenced under this MTSSA submit 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 MTSSA. 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 the **“Insurance Coverage”**).

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

The Insurance Coverage required to be maintained pursuant to this MTSSA shall be primary and not in excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

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 MTSSA 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 appropriate.

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. Supplier shall maintain a registration with ISNetwork, or any similar organization(s) being utilized by CPR for Supplier safety, security, and insurance compliance during the Term, and 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](mailto: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 MTSSA. 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 these 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 MTSSA, CPR may, at its option, terminate this MTSSA without notice as a Material Breach.

- 14. Records and Audit:** The Records and Audit Clause is contained in the Definitions and, like all definitions referenced herein, and is deemed to apply to this MTSSA.
- 15. Liens:** Supplier shall keep all property and premises of CPR free from any and all laborers', materialmen's, mechanics' liens, and similar claims or encumbrances which are attributable to Supplier's performance of its obligations in this MTSSA (each individually and collectively is hereinafter referred to as a "**Lien**"). To the fullest extent permitted by law, Supplier waives all rights of any Lien against the property and premises of CPR. If Supplier fails to release and discharge any Lien against the property or premises of CPR within five (5) days of receiving notice from CPR, CPR may, at its option, take any and all steps to discharge or release the Lien, or otherwise deal with the Lien claimant, and Supplier shall pay CPR any and all costs and expenses of CPR in so doing, including reasonable legal fees and expenses incurred by CPR. Notwithstanding any provision of this MTSSA to the contrary, CPR shall be entitled to holdback from the Fees otherwise payable to Supplier all such amounts as CPR may be required to holdback pursuant to any applicable federal, provincial or state legislation in respect of liens and similar claims and encumbrances.
- 16. Confidentiality and Privacy:** The Confidentiality & Privacy Clause is contained in the Definitions and, like all definitions referenced herein, is deemed to apply to this MTSSA.
- 17. Ownership of Work Product:** Except as otherwise provided in this MTSSA, all reports, designs, drawings, studies, specifications, software, copyrights, inventions and other work product and intellectual property created, produced or arising in connection with this MTSSA, whether completed or in progress, and regardless of who was involved therewith, shall be owned exclusively by CPR and either delivered to CPR or made available for inspection by CPR. CPR's ownership of and title to the foregoing shall arise automatically upon creation of the work product. To the extent Supplier has any title to the foregoing, Supplier shall take and cause to be taken all necessary steps (including a waiver of any moral rights) to transfer title thereto to CPR.
- 18. Interpretation:** In this MTSSA, all references to 'dollars' or '\$' are to Canadian dollars unless stated otherwise. The use of 'CP' and 'CPR' are interchangeable. The insertion of headings is solely for convenience of reference and shall not affect the interpretation of any provision.
- 19. Code of Business Ethics:** Supplier shall perform the Services and conduct its activities in relation to this MTSSA 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>

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

- 20. No Waiver:** Neither party shall be deemed to have waived the exercise of any right that it holds pursuant to this MTSSA unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right shall be deemed to be a waiver with respect to any other instance involving the exercise of that right or with respect to any other right.
- 21. Notices:** Any notice, consent, demand or other communication that may be or is required to be given pursuant to this MTSSA shall be in writing and shall be delivered or sent by registered mail, facsimile, or if applicable, e-mail to the address of CPR or Supplier, as the case may be, set forth in this MTSSA. Any notice or other communication contemplated in this MTSSA shall be deemed to have been given (or received by the other party): (a) on the date sent when sent by confirmed facsimile transmission or e-mail; or (b) three (3) business days after being sent by registered mail to an address set forth in this MTSSA.
- 22. Governing Law:** This MTSSA 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. In addition to any arbitration provision contained herein, 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.
- 23. Time of the Essence:** Time shall be of the essence in this MTSSA.
- 24. Language Laws:** The parties have requested and agreed that this MTSSA be drafted in the English language. *Les parties aux présentes ont demandé que le présent Contrat soit rédigé dans la langue anglaise.*
- 25. No Assignment:** Supplier shall not assign, subcontract or otherwise dispose of any of its rights, obligations, or interests in this MTSSA, without first getting CPR's written approval at CPR's sole discretion.
- 26. MTSSA Referenced Documents**  
If a document referenced in this RFP Terms by URL cannot be sourced online, Proponent must 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) Proponent from adhering to the terms and requirements set out in such documents.
- 27. Order of Precedence:** In the case of conflicts, discrepancies, errors or omissions among the MTSSA, and the SOW, including in each respect the documents and change orders thereto, shall take precedence and govern in the following order:  
(a) the MTSSA; and then,  
(b) the SOW; and then,  
(c) the change orders
- 28. Work Permits:** Unless otherwise permitted in the MTSSA and clearly marked in the Supplier's SOW, CPR will not be responsible for any customs, work permit, work visa, or duty charges; these charges shall be the sole responsibility of the

Supplier. For greater certainty, all customs, duty, work permit, work visa and similar charges shall be deemed included in all pricing.

**29. Entire Agreement:** This MTSSA constitutes the entire agreement of the parties concerning its subject matter and no other representation, warranties or agreements, either oral or written, shall be binding upon the parties with respect to the subject matter. This MTSSA supersedes and invalidates all prior agreements, understandings, negotiations, representations, and warranties, whether oral or written, with respect thereto. The terms of this MTSSA shall supersede any terms attached to any Supplier's invoice, which terms shall not be applicable to this MTSSA and shall not be considered to be Supplier's exceptions to the terms of this MTSSA.

**CANADIAN PACIFIC RAILWAY COMPANY**

**[INSERT SUPPLIER NAME]**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**STATEMENT OF WORK #**

Made as of the [XX] day of [Month, Year]  
to

**TEMPORARY STAFFING SERVICES AGREEMENT**

Made effective as of the [XX] day of [Month, Year]

BETWEEN:

**Canadian Pacific Railway Company (“CPR”)**

and

**[Insert Supplier Name] (“Supplier”)**

**WHEREAS**, the Parties have executed the MTSSA on **[INSERT DATE]**.

**AND WHEREAS**, the Supplier has agreed to place the below successful candidate for the project, in the position and for the requirements identified below;

**AND WHEREAS**, the Supplier places the below successful candidate in accordance with and under the terms of the MTSSA and shall ensure that the successful candidate meets all the requirements in the MTSSA as if the successful candidate were the “Supplier” in the MTSSA.

**1. Project Name:**

**2. Position Title:**

**3. Requirements:**

**4. Work Product:** shall include but are not limited to the following:

**5. Supplier Personnel assigned to this project shall be as follows:**

Assigned Person (“successful candidate”)	Staffing Category	Hourly Rate	Est. Chargeable Hours	Est. Total Cost
		\$		\$

**6. Project Leadership:** CPR, for which purpose CPR has designated **[XXXX]** (the “Project Manager”).

**7. Cost:** Charges shall be on a Time basis. Based on the above Supplier Person and estimated chargeable hours, professional fees for the engagement are estimated to be **[\$XXXXXX]**

**8. Commencement Date:** **[Insert month/day/year]**.



**9. Completion Date:** To be determined and agreed to by the parties, but in any event, no later than **[Insert month/day/year]**.

**10. Milestones & Payment Schedule:** No milestones defined. Supplier shall invoice monthly.

**11. Project Location:** Supplier personnel assigned to this project shall be located in **[XXXXXX]**.

**12. Travel and Living Expenses:** When approved in writing by CPR, expenses that will be reimbursed by CPR include reasonable expenses relating to contractor's travel and living expenses as described in the MTSSA, all subject to the following additional CPR guidelines, and limitations as set out in the MTSSA.

**13. VP approval provided by:** **[XXXX]**

All other terms and conditions of the MTSSA which are unchanged by this SOW shall remain in full force and effect.

**CANADIAN PACIFIC RAILWAY COMPANY**

**[INSERT SUPPLIER NAME]**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_