



EXCEPTIONAL. UNCONVENTIONAL.

REQUEST FOR PROPOSAL

LAKEHEAD UNIVERSITY
955 OLIVER ROAD
THUNDER BAY, ONTARIO
CANADA P7B 5E1

RFP # LU16- 264 Real Estate Brokerage Services

**Proposal Issue Date:
November 18th, 2016**

**Close Date for Questions:
November 28th, 2016**

**Date for final Addendum:
December 2nd, 2016**

**Proposal Submission Deadline:
December 8th, 2016 @ 3:00:00 PM local time**

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1.0 Introduction

Established in 1965, Lakehead University offers a diverse range of undergraduate and graduate programming in 10 faculties: Social Sciences and Humanities, Science and Environmental Studies, Business Administration, Education, Engineering, Medicine, Natural Resources Management, Health and Behavioural Sciences, and Graduate Studies. Lakehead is home to the west campus of the Northern Ontario School of Medicine (NOSM) – a joint initiative of Lakehead and Laurentian Universities, which graduated its first cohort of 55 doctors in May 2009. Lakehead's Orillia campus offers an interdisciplinary undergraduate program in arts and sciences, as well as programs in business, education, social work, and media studies. Lakehead has deliberately developed as a comprehensive university with two campuses in order to provide the necessary breadth, depth, and diversity of program offerings to address inequity in access to higher education in Northwestern Ontario, Simcoe County, and surrounding areas. Lakehead's sustained development in research intensity is central to the creation and translation of knowledge in a comprehensive university environment. Its goal being the movement towards enhancing the University's capacity as a whole, by serving the needs of both its local and remote communities.

2.0 Purpose and Scope

2.1 This Request for Proposals (RFP) is issued to interested Proponents to engage professional, qualified, and licensed Real Estate Broker(s) who are in good standing with the Ontario Real Estate Association for the provision of the deliverables noted below to Lakehead University in a timely and efficient manner.

2.2 In general terms it is anticipated that the University will enter into a contract for the sale of a specific real estate asset.

2.3 The Deliverables:

The successful proponent will represent Lakehead University's interests in;

- the sale of any property,
- any Municipal, Governmental, or Zoning discussions,
- ensuring that any sales are administered in a professional and accountable manner,
- possessing demonstrated expertise in administering said sales,
- providing advice on any and all real estate/development matters associated with the land parcel in question,
- providing Marketing Strategies that will ensure the greatest possible exposure and gain in the sale of said property.

3.0 Administrative Conditions of the RFP

3.1 Term of Contract

The selected proponent(s) will be requested to enter into negotiations intended to reach an agreement with Lakehead University for the provision of services prescribed herein. It is the University's intention to create this contract with one legal entity.

3.2 No Guarantee of Work or Exclusivity of Contract

Lakehead University makes no guarantee of any value, or volume of work to be assigned to any successful proponent. The agreement to be negotiated with a selected proponent, (if any), will not be an exclusive contract for the provision of the described deliverables. The University may contract with other firms or individuals for the same or similar deliverables to those described in the RFP, or may obtain the same or similar deliverables internally.

Lakehead University intends to award a contract to the Proponent(s) whose proposal offers the best value to the University. However, the University is under no obligation to award any contract in whole or in part, and the University reserves the right to cancel this Request for Proposal process at any time before or after closing, without providing reasons for such cancellation.

Proponents accept and agree that the relationship between any selected proponent and Lakehead University shall be one of Owner and Independent Contractor, and that no employer-employee relationship shall exist between the parties.

3.3 Agreement on Internal Trade

Proponents should note that this RFP and any resulting contract are subject to the Agreement on Internal Trade (Chapter 5), but the rights and obligations of the parties shall be governed by the specific terms of this RFP and any resulting contract. The Internal Trade Secretariat website can be viewed at; <http://www.ait-aci-ca/agreement-on-internal-trade>

3.4 Fee Guarantee

Proponent submissions will provide a fee guarantee (%) for the successful completion of the deliverables above.

3.5 Expense Management

Proponents will identify normal expense areas where reimbursement would normally be claimed within their submissions.

Expenses will be reimbursed by the University in compliance with internal financial policy which can be viewed here:
<https://www.lakeheadu.ca/faculty-and-staff/policies/financial/travel-expense-policy/node/1081>

The University will consider expenses not captured under the above policy, provided they are identified within proponent submissions. Following the award of contract, advertising costs for the sale of the land parcel will be reimbursed if approved prior to the commitment of funds.

Proponents should note that home or office overhead expenses, cellular phones, facsimile equipment, internet service, and space or equipment rentals are not reimbursable unless identified within their submission, acceptable to Lakehead University, and addressed at the time of contract negotiations.

At no time does the University reimburse for alcohol.

The University anticipates that the selected proponent will be working from their own office space but may, from time to time, provide a working space on campus for limited periods of time.

3.5 Confidentiality

All information distributed in connection with this RFP is confidential and is to be used for the sole purpose of completing a submission and is to be used for no other purpose unless the proponent has received prior written consent from Lakehead University.

During the execution of this project, the successful proponent will likely have access to confidential information concerning Lakehead University, its staff, faculty, stakeholders, business plans, or other data. Therefore, the consultant will be required to sign a confidentiality agreement prior to beginning the delivery of services.

(See Appendix C, sample Confidentiality Agreement)

The University recognizes that any successful proponent may have other clients concurrent with assigned work from Lakehead University, and should be prepared to provide additional resources if and as required to successfully deliver on Lakehead requirements and in keeping with Lakehead's anticipated schedule.

3.6 Information is Estimated

The University makes no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or by way of any Addenda issued. Quantifiable data contained within this document or any Addenda are

estimates only and are included for the sole purpose of indicating to proponents the general size of the work. Proponents are solely responsible to avail themselves of all necessary information to prepare a responsive submission.

3.7 Governing Law

The laws of the Province of Ontario shall apply to this Request for Proposal and any contract formed as a result of this Request for Proposal and its subsequent negotiations, and the Courts of Ontario shall have exclusive jurisdiction over any contract formed as a result of this Request for Proposal.

3.8 Use of Lakehead Brand identifiers

During the open period of this RFP, and during the intended contract term thereafter, Lakehead University's name, logo, crest, or other brand identifiers shall not be used without the prior written consent of the University.

3.9 Communication

During the open period of this RFP, and through to the final award of a contract, (if any), all communication with regard to this solicitation shall be directed as noted in 4.9 below. No other representative of the University is to be contacted regarding this Request for Proposal. The University accepts no responsibility for, and Proponents agree not to rely upon, any verbal or written statements, or representations, from any other person, whether or not employed by the University.

3.10 Preparation Costs

The University shall not be responsible for any expenses or costs incurred by a Proponent in preparing or submitting a proposal, nor in providing any additional information considered necessary by the University for the evaluation of a proposal.

3.11 Sustainability

Lakehead University has created a sustainability office, and Resources deployed by the successful proponent will consider sustainability concepts and initiatives in the delivery of services.

3.12 Accessibility

Lakehead University is subject to the provisions of the Access for Ontarians with Disabilities Act, 2005 (AODA). The winning proponent will be familiar with the requirements in the legislation and will comply with its requirements.

4.0 Instructions to Bidders

4.1 Proposals Must Be Received in The Lakehead University Purchasing Department, Braun Building, Room BB-1002a, on or before **December 8th, 2016 @ 3:00:00 PM local time**, in a Sealed Envelope, clearly marked: **RFP # LU16–264, ‘Real Estate Brokerage Services’**, with the full legal name of the proponent, and a return mailing address.

Address Submissions To:
Mr. Geoffrey Matte
Manager, Purchasing & Contracts

Room BB-1002a
Braun Building
Lakehead University
955 Oliver Road
Thunder Bay, Ontario
P7B 5E1

4.2 Proposals received after the above closing time and date will not be considered and will be returned to the bidder upon request and at the proponent’s expense. Proposals will not be accepted via fax or e-mail.

4.3 **Site Visit** – not scheduled.

Additional information from University staff along with a detailed appraisal report will be provided to the winning proponent.

Details of the specific parcel of Land:

The parcel of land to be Brokered carries the following description: PCL 9582 Sec TBF; Summer Resort Location JK212 JK213 Unsurveyed Territory comprising part of Big Virgin Island in Lake Nipigon in the Nipigon Provincial Forest as in PPA5747; District of Thunder Bay.

It has an area of 18,518 M2. Land Registry Information PIN 625041744 Roll Number 5899490880019000000. The land is currently vacant.

Other information about Lakehead University can be found on the institution website: <https://www.lakeheadu.ca/about/overview>

4.4 Submissions will include Three (3) printed copies of the proposals, plus one electronic copy on data stick or CD media.

4.5 Lakehead University accepts no responsibility or liability for misdirected, unreadable, incomplete bids or electronic submissions, and it is the sole responsibility of the proponent to ensure their bids have been received by the authorized representative of the University prior to close.

4.6 Proposal documents must be completed in accordance with the requirements of the Request for Proposal documents and no amendment or change to proposals will be accepted after the closing date and time.

4.7 Proposals must be signed by an authorized signatory of the proponent. If the proponent is an incorporated company, the corporate seal of the bidder shall be affixed or a certified true copy of a resolution of the corporation naming the person(s) in question as authorized to sign agreements on behalf of the corporation shall be attached to the proposal.

4.8 Proponents who are sole proprietorships or partners shall sign their bid in such a way as to irrevocably bind the proponent in an authorized manner.

4.9 **All** questions regarding this Request for Proposal must be submitted to the Manager, Purchasing & Contracts, as below:

Contact Info:

Mr. Geoffrey Matte
Manager, Purchasing & Contracts
Room BB-1002A
Lakehead University
955 Oliver Road
Thunder Bay, Ontario
P7B 5E1
Telephone 807 343-8455
E-mail: gmatte@lakeheadu.ca

Should any question and/or answer be considered relevant to all bidders, the University will provide both the question, (without identifying the proponent), and the written answer(s) to all bidders, in the form of a formal written Addendum, posted in the same manner and in the same locations as the original solicitation.

4.10 In the event the proponent cannot comply with any term, condition, or requirement of this Request for Proposal, such non-compliance must be clearly noted on the bidder's letterhead and submitted with the proposal. Proponents are cautioned that such non-compliance may result in disqualification of the bidder's proposal. No allowance will be made for un-noted non-compliance of any kind by the proponent.

4.12 While the University will not consider more than one bid from a proponent under the same or different names, the University is prepared to consider, in addition to the original bid, alternative bids submitted within the same bid package providing such are clearly marked as alternatives.

4.13 Lakehead University intends to award a contract to the Proponent whose proposal offers the best value to the University. However, the University is under no obligation to award any contract in whole or in part, and the University reserves the right to cancel this Request for Proposal process at any time before

4.14 The evaluation process may include requests for Proponents to undergo an on-site interview and respond to questions from the Evaluation Team. (see below for the evaluation criteria)

4.15 Any award made by the University shall be made in writing and shall be subject to the availability of funding at the time of award (if any).

4.16 In order to obtain the most advantageous offer for the University, the University reserves the right to:

- a) waive minor irregularities and / or minor non-compliance by any Proponent to the requirements of this Request for Proposal.
- b) request clarification and or further information from one or more Proponents after closing without becoming obligated to offer the same opportunity to all Proponents.
- c) enter into negotiations with one or more Proponents without being obligated to negotiate with, or, offer the same opportunity to, all Proponents.

Proponents are advised, however, to submit a complete offer as their submission. Any waiver, clarification or negotiation will not be considered as an opportunity for Proponents to correct errors or revise their submissions. In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total bid prices and words shall govern over numbers.

4.17 The University reserves the right to amend this Request for Proposal at any time prior to close of bidding and Proponents are cautioned to ensure they have reviewed and understood all addenda (if any) prior to submitting a proposal.

4.18 At any time following the delivery of a bid submission a proponent may withdraw their submission. To effect a withdrawal, a written notice must be sent to the University representative identified in 4.9 above and must be signed by an

authorized representative of the proponent. The University is under no obligation to return copies of withdrawn proposals.

4.11 RFP SCHEDULE

Issue Date of the RFP	November 18 th , 2016
Deadline for Receipt of Questions	November 28 th , 2016
Date of last Addendum	December 2 nd , 2016
Proposal Submission Date/Time	Thursday, December 8 th , 2016, @ 3:00:00 PM local time

5.0 Bid Submission Content Requirements:

Proponents are to submit proposals in an 8 ½ X 11 inch format with the following information and in the order listed below. Submissions are to be limited to a **maximum of 20 pages**.

5.1 Cover Letter – “Tab A”

a) Cover letter, on company letterhead, including current phone & email address of the signatory which will be used by University Administration for the purpose of communicating with the proponent.

The Cover Letter must state the name of the person(s) authorized to represent the Proponent in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person’s name, mailing or street addresses, phone and fax numbers and email addresses. A legal representative of the successful firm, authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal response.

Additional content under Tab ‘A’ will include:

b) A concise description of the services offered, the company background and history, the ownership, and the current organization and management structure.

c) Some detail relating directly comparable experience for both the public and private sector, recent successes, and how the proponent firm is differentiating itself from its competitors. (see also 5.3 below)

d) A list of the name(s) of personnel who could be assigned to Lakehead University by the proponent including professional qualifications and contact information.

5.2 Proponent Company & Resource Profile – “Tab B”

a) An organizational chart detailing the structure of the proponent’s firm.

b) A description of the proponent’s approach achieving the deliverables, including prior direct experience in selling properties for post-secondary educational institutions and/or government funded agencies.

c) Current resumes for any personnel nominated for Lakehead University work, clearly indicating experience, educational qualifications and achievements, professional affiliations, and tenure with the company.

d) Proponents will identify and provide examples of any value added services where the delivery of their service could be enhanced

5.3 Experience and References – “Tab C”

a) This section of the submission will include detail for a maximum of five projects which have been successfully delivered by the proponent’s team.

A completed reference contact information document will be included under ‘Tab F’ as below, (See appendix ‘B’).

Proponents will detail how they would Market the Island property both locally and internationally, and how they would deal with its remote location and limited access while marketing the property.

5.4 Insurance and WSIB Requirements – “Tab E”

The successful proponent (if any) shall at all times carry Workplace Safety and Insurance Board of Ontario coverage and shall enclose within their bid a current WSIB status report detailing any outstanding fees, fines, claims or debts due on the proponent’s WSIB account.

If awarded the work, these WSIB reports shall be submitted with each and every invoice or demand for payment.

The successful proponent (if any) shall at all times carry Commercial General Liability Insurance Coverage of not less than two million dollars inclusive per occurrence for bodily injury (including death), and damage to property including loss of use thereof. Such insurance shall at a minimum

include coverage of broad form property damage, contractual (owned and non-owned), and such other types of insurance as would be carried by a prudent person performing such contract work as Lakehead University may require.

Lakehead University shall be named as an additional insured party without rights of subrogation in all policies of insurance.

Certificates of Insurance, or letters from an Insurance provider indicating agreement to insure shall be included in this section of the submission.

5.5 Completed Forms Required – “Tab F”

Submission Form / Fee Proposal (Appendix ‘A’)

Reference Listing (Appendix ‘B’)

6.0 Evaluation of Proposals

The following criteria and weighting will be used to score submissions:

Category	Evaluation Criteria	Points weighting/ available
Financials	Cost	40
Proponent Organization, structure and profile	Company organization, depth, work plan approach, differentiation, ability to deliver. Should the University undertake interviews, those results will form part of this category scoring.	15
Related Project Experience	Directly relatable experience from same or similar organizations. Experience marketing properties of this type and in remote locations. Value add considerations (if warranted), will be contained within the score applied here.	25

Resources	Individual experience, credentials	10
References	Input from references supplied	10
Total		100

7.0 Procurement process

As noted above, this RFP is not intended to create, and shall not create a formal legally binding process. For greater certainty and without limitation, the RFP shall not give rise to any 'Contract A' based tendering law duties or any other legal obligations arising out of any process contract or collateral contract. Neither the proponent nor the University shall have any rights to claims of breach of contract, tort or other claims against the other with respect to the award of a contract, failure to award a contract, or failure to honour a response to the RFP.

No legal relationship or obligation regarding the procurement of any good or service shall be created between any proponent and the University by the RFP process until the successful negotiation and execution of a written agreement for the delivery of the services described above.

While pricing information provided in responses is non-binding prior to the execution of a written agreement, this information will be utilized in assessing proponent submission and will affect the scoring of proposals. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing could adversely affect the ranked score and or the contract award.

The University may disqualify a Proponent or rescind a contract award without penalty should a proponent's response contain misrepresentations or other inaccurate, misleading, or incomplete information. No opportunity will be provided to proponents to rectify this kind of situation.

The University may also rescind a contract award should repeat violations of any University policy be encountered.

End of RFP – See Appendices

**Appendix 'A' - Submission Form / Fee Proposal,
LU16-264 Real Estate Brokerage Services**

This form will be completed and submitted by the proponent

Full legal name of Proponent	
Any other Name under which the proponent carries on business	
Street Address	
City, Province	
Postal Code	
Phone Number	
Website address	
RFP Contact / Title	
Contact Phone #	
Contact e-Mail	

The Proponent acknowledges that this submission is bound by the terms and conditions of the RFP and as such does not constitute a legally binding process until a proponent is selected and a written contract is executed by both parties.

The Proponent declares that there is no existing or potential Conflict of Interest related to the preparation of its proposal, and/or the Proponent does not foresee an actual or potential Conflict of Interest in delivering the services contemplated in the RFP.

The Proponent hereby agrees that any information provided in the proposal, including any identified as being supplied in confidence, may be disclosed where required by Law or by a court or tribunal. The Proponent consents to the disclosure, on a confidential basis, of its proposal contents by the University to the University's advisors and or staff involved for the purpose of evaluating proposal submissions.

Bid Submission Form, Page Two of Two;

The Proponent has carefully examined the RFP documents and has a clear understanding of the deliverables required under the RFP and in accordance with the RFP requirements, represents and warrants its ability to provide them for the fee schedule set out below:

The pricing proposal will include % commissions and list all other fees, costs, charges and other amounts, associated directly or indirectly, with providing all things necessary to perform Commercial Real Estate Brokerage Services for the University.

Having carefully considered the content of this RFP we hereby agree to provide all real estate services as described, for a percentage or indicate fixed fee or hourly rate:

Sale of any property: _____ %

Municipal zoning discussions: (if required) \$ _____

Please list any other services and fees:

Signature of Witness

Name & e-mail of Witness (printed)

Signature of Representative

I have the authority to bind the Proponent

Name & Title

Affix Corporate Seal

End of Appendix 'A'

Appendix 'B'
REFERENCES

Company Name	
Company Address	
Contact Name	
Contact Phone Number	
Date of engagement – Start / Finish	
Nature of Assignment	

Company Name	
Company Address	
Contact Name	
Contact Phone Number	
Date of engagement – Start / Finish	
Nature of Assignment	

Appendix 'B' continued

REFERENCES

Company Name	
Company Address	
Contact Name	
Contact Phone Number	
Date of engagement – Start / Finish	
Nature of Assignment	

Company Name	
Company Address	
Contact Name	
Contact Phone Number	
Date of engagement – Start / Finish	
Nature of Assignment	

Appendix 'C'
Sample Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

(hereinafter called the "Agreement")

BETWEEN:

LAKEHEAD UNIVERSITY
(hereinafter called the "**University**")
having its principal place of operation at
955 Oliver Road,
Thunder Bay,
Ontario, Canada P7B 5E1.

AND:

[...]
(hereinafter called the "**Contractor**")
having its principal place of business at
[...]

WHEREAS the University and the Contractor (the "**Parties**") acknowledge and agree that the University proposes confidentially to supply the Contractor with certain personal and other confidential information in University records (said personal and other confidential information is hereinafter called "**CI**") to enable the Contractor to perform services for the University (hereinafter called the "**Purpose**");

AND WHEREAS the Contractor acknowledges and agrees that the University is bound by the privacy protection provisions of Ontario's *Freedom of Information and Protection of Privacy Act*,

NOW THEREFORE, for value received, the University and the Contractor agree to all of the following terms and conditions:

- (1) "CI" means all information provided by the University to the Contractor and includes (but is not limited to) any secret or confidential information, information that can, directly or indirectly, identify an individual (personal information), materials, records, memoranda, information derived from data, business or technical information, methodologies, marketing plans, knowledge, data, know-how, or innovations of the University, except that CI does not include any information, methodologies, marketing plans, knowledge, data, know-how, or innovations which are:

- (a) identified by the University in writing as non-confidential;
 - (b) in the public domain;
 - (c) already in the lawful possession of the Contractor prior to its receipt from the University;
 - (d) independently developed by the Contractor;
 - (e) lawfully obtained by the Contractor from a third party;
 - (f) disclosed by the Contractor with the written permission of the University; or
 - (g) disclosed by the Contractor pursuant to a Court Order, legislation, or other legal compulsion.
- (2) The Contractor shall receive and maintain the CI in strict confidence and, in perpetuity, not disclose, make use of, or otherwise deal with the CI, in whole or in part, without the express written permission of the University, except in the ordinary and proper carrying out of the Purpose.
- (3) The Contractor shall restrict access to the CI to those of its employees, agents and subcontractors (hereinafter collectively called “**Associates**”) who need the access in order to perform their job functions, and shall require them not to use the CI other than for the Purpose and not to disclose the CI further.
- (4) The Contractor shall use reasonable efforts (and, in any event, that are no less than the efforts to protect its own confidential and personal information) to protect, and shall require its Associates to protect, the CI from disclosure except to the extent that this Agreement permits.
- (5) The Contractor shall notify the University immediately upon discovery of any unauthorized use or disclosure of CI, the Contractor shall cooperate with the University in every reasonable way to help the University regain possession of the CI, and the Contractor shall take steps to ensure that unauthorized use or disclosure of the CI does not recur.
- (6) Upon request by the University or termination of this Agreement, whichever happens first, the Contractor shall confidentially and irretrievably destroy all CI disclosed by the University to the Contractor, including all copies of any contents of the CI whether in paper, electronic, digital or other format or medium, and the

Contractor shall ensure that all remnants of the CI or of copies of the CI are completely and irretrievably purged from all of the Contractor's electronic, digital or similar document storage systems and require the same of its Associates.

- (7) The Contractor shall notify the University immediately if the Contractor or any of its Associates becomes legally compelled to disclose any of the CI to any third party so that, if the University determines it is necessary, the University may seek a protective order or other appropriate remedy.
- (8) The Contractor acknowledges that, in the event of a disclosure of CI by the Contractor or its Associates not authorized by this Agreement, the harm suffered by the University may not be compensable by monetary damages alone and, accordingly, agrees that the University shall, in addition to other available legal or equitable remedies, be entitled to the issuance of immediate injunctive relief, specific performance and any other remedies in law or equity for such unauthorized disclosure.
- (9) Use or disclosure of CI by the Contractor and/or its Associates in contravention of the terms of this Agreement may, in the University's sole discretion, be sufficient to terminate this Agreement upon the University's written notice to the Contractor.
- (10) Term and Termination: This Agreement shall commence on the latest date of signature of this Agreement by the Parties' authorized representatives and continue thereafter until

 - (a) the contractual relationship, separate from this Agreement, between the Parties for carrying out the Purpose comes to an end;
 - (b) both Parties agree in writing to terminate this Agreement; or
 - (c) the conditions for termination in clause (9) above in this Agreement have been met.
- (11) Survival: The obligations of the Parties which expressly, or by their nature, survive the termination or expiration of this Agreement, shall continue in force and effect following termination or expiration until they are satisfied or, by their nature expire. Without limiting the generality of the foregoing, the Parties agree that the provisions of clauses (2) and (5) above in this Agreement shall survive any termination or expiration of this Agreement.
- (12) Governing Law: This Agreement shall be governed by and construed exclusively in accordance with the laws of the Province of Ontario and the laws of Canada

applicable therein. The courts of Ontario shall have exclusive jurisdiction over all claims, disputes, and actions related to this Agreement and the Parties attorn to the jurisdiction of those courts.

IN WITNESS WHEREOF the University and the Contractor have caused this Agreement to be signed and executed by their duly authorized representatives:

For the University:	For the Contractor:
<hr/> <p>Dr. Moira McPherson Provost & Vice-President (Academic)</p> <hr/> <p>Date</p>	<hr/> <hr/> <p>Date</p>
<hr/> <p>Kathy Pozihun HBComm CGA Vice-President (Administration & Finance)</p> <hr/> <p>Date</p>	<hr/> <hr/> <p>Date</p>

End of Appendix 'C'

Appendix 'D'
Sketch of the Property

