



PRO FORMA CONTRACT

THIS AGREEMENT made in triplicate as of the __ day of _____, **20**__.

BETWEEN:

Name of Other Private Institution (OPI)

(the "Institution")

- and -

Forum Research Inc.

(the "Contractor").



The Institution and the Contractor agree as follows:

1.0 Description of Services

1.1 The Contractor shall perform the services described and defined in this Agreement, the attached Schedules A and D.

1.2 The Institution shall provide only the assistance described in Schedule B.

2.0 Contractor's Warranties

2.1 The Contractor is a corporation wholly owned, directly and indirectly, by persons resident in Canada. It is duly registered and qualified to do business wherever necessary to carry out the terms of this Agreement.

2.2 All services to which this Agreement applies shall be performed diligently and to a high standard of professional competence and shall be suitable for the purpose specified in paragraph 1.1, Schedule A.

2.3 The Contractor, any of the Sub-Contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to the Institution where such activity or the provision of such services creates a conflict of interest (actual, perceived or potential in the sole opinion of the Institution) with the provision of Services pursuant to the Agreement. The Contractor acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Institution relevant to the Services where the Institution has not specifically authorized such use.

The Contractor shall disclose to the Institution without delay any actual, perceived or potential situation that may be reasonably interpreted as either a conflict of interest or a perceived or potential conflict of interest.

A breach of this Section by the Contractor shall entitle the Institution to terminate the Agreement, in addition to any other remedies that the Institution has in the Agreement, in law or in equity.

2.4 Acceptance or approval of any services by Institution officials, whether express or implied, shall not alter the Contractor's responsibilities under this Agreement.

2.5 The Contractor warrants that it shall comply with all federal, provincial and municipal laws while performing the services hereunder, including the Human Rights Code, as amended.

2.6 The Contractor warrants that it is a member-in-good-standing of the Market Research and Intelligence Association (MRIA).



3.0 Cost

3.1 The Institution shall pay the Contractor in accordance with the fees set out in Schedule B to this Agreement, and shall reimburse authorized disbursements.

4.0 Billing

4.1 **The Contractor shall invoice upon completion of the services outlined in Schedule A.**

4.2 Notwithstanding Section 4.1, there is a minimum charge due that must be paid prior to performing any services.

4.3 The Contractor shall maintain proper financial records and books of account describing the services provided pursuant to this Agreement.

5.0 Time

5.1 Subject to paragraph 9.1, this Agreement shall be in effect from the ___ day of _____, 20__ **up to and including the** ___ day of _____, 20__.

5.2 Time shall be of the essence.

6.0 Reports

6.1 Upon completion of the survey(s) the Contractor shall submit a complete raw data report to the Institution representative in electronic form by e-mail.

6.2 A final written report in the form of computer printouts shall be submitted upon completion of the services electronic form by e-mail.

6.3 A copy of the raw data report(s) and a copy of the final survey report submitted to the Institution shall be forwarded by the Contractor to the Post-Secondary Accountability Branch, Ministry of Training, Colleges and Universities, 900 Bay Street, **7th** Floor Mowat Block, Toronto, ON, M7A 1L2 .



7.0 Personnel and Employment Issues

7.1 All services shall be performed by the persons named in Schedule B. Persons of equivalent qualifications may be substituted but only with the prior written consent of the Institution Representative.

7.2 The Contractor acknowledges that it is not permitted to direct or supervise Institution personnel.

7.3 The Contractor is an independent contractor providing services to the Institution and neither the Contractor nor the employees or agents of the Contractor shall be construed as Institution employees.

7.4 This Agreement is a contract for a particular and non-exclusive service. For purposes of conducting the survey(s) the Contractor is an agent of the Institution.

7.5 As between the Institution and the Contractor, the Contractor is solely responsible for all legally required employer and employee contributions and deductions for itself and its staff, including Worker's Compensation, Canada Pension Plan, Unemployment Insurance and federal and provincial income taxes.

7.6 The Institution makes no representation or warranty regarding the effect of this Agreement on any pension to which the Contractor or its staff may be entitled. It is the sole responsibility of the Contractor to satisfy itself as to its pension eligibility requirements and that of staff.

8.0 Limitation of Liability, Indemnification and Insurance

8.1 The Institution shall not be liable for any injury, death or property damage to the Contractor, its employees or agents or for any claim by any third party against the Contractor, its employees or agents, unless it was caused by the negligence or wilful act of an employee or agent of the Institution while acting within the scope of his or her employment or agency respectively.

8.2 The Institution shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Contractor arising out of or in any way related to this Agreement or the services.

8.3 The Contractor shall indemnify the Institution, its employees and agents, against all costs incurred as a result of a claim or proceeding related to this Agreement or the services, unless it was caused by the negligence or wilful act of an employee of the Institution while acting within the scope of his or her employment.

8.4 The Contractor shall maintain comprehensive general liability insurance of at least One million dollars (\$1,000,000.00) per occurrence. The Contractor shall provide satisfactory proof of such insurance.



9.0 Termination

For Cause

9.1 In the event that the Contractor fails to proceed diligently with the Project, or if the Project is abandoned in whole or in part by the Contractor, or if the Contractor is otherwise in default in carrying out any of the terms, conditions or obligations of this Agreement, or in the event that the Contractor is prevented from carrying out its obligations due to the default of a third party, or arising as a result of the insolvency, bankruptcy or liquidation of the Contractor, the Institution may, by giving notice in writing to the Contractor, exercise any or all of the following remedies:

- (a) terminate the obligation, if any, on the part of the Institution to pay any further monies, including monies due or accruing due;
- (b) require the Contractor to reimburse the Institution for any sums advanced by the Institution; or
- (c) in the event of such termination, the Institution may, at its discretion, pay to the Contractor the actual costs of the Project completed to the date of termination.

9.2 If the Institution gives written notice to the Contractor of default under the Agreement, the Contractor may remedy the default within ten (10) days of receipt of the notice. If the Contractor remedies the default to the satisfaction of the Institution, the Institution will not terminate the Agreement.

Without Cause

9.3 The Institution reserves the right to terminate this Agreement without cause prior to its expiration, upon such conditions as the Institution may determine, with a minimum of 14 days' written notice to the Contractor. If the Institution terminates the Agreement prior to its expiration, the Institution shall only be responsible for the payment of the costs incurred by the Contractor in connection with the Agreement up to and including the date of any such termination.

9.4 The Institution shall not by termination waive any rights or remedies it may have at the date of termination. Termination shall not relieve the Contractor from its/her/his warranties and other responsibilities relating to services performed and money paid up to and including the date of termination.

9.5 Upon termination, the Contractor shall give the Institution everything produced by the Contractor in attempting to carry out the Agreement, and shall return everything supplied to it by the Institution. Upon receipt of this material, the Institution shall pay the Contractor for all services satisfactorily performed up to and including the date of termination.



10.0 Ownership of Materials

10.1 All materials including, but not limited to, documents, raw data, research, produced in the performance of this Agreement shall belong to the Institution. All of them shall be delivered to the Institution on completion or termination of the services and no copy of these materials shall be retained by the Contractor.

11.0 Confidentiality

11.1 All information obtained in connection with the services hereunder shall be at the discretion of the Institution both during and after the term of this Agreement. No such confidential information shall be used by the Contractor or divulged in any form without the prior written consent of the Institution representative.

12.0 Notices

12.1 Any notice to be given under this Agreement shall be personally delivered or sent by prepaid registered mail addressed to the parties at their respective addresses or by facsimile transmission, as follows:

Name and complete mailing address of Institution

Ph: _____

Fax: _____

E-mail:

Name and Complete mailing address of Contractor

Forum Research Inc.
180 Bloor St. W., Suite 1401
Toronto, ON M5S 2V6

Attn: Dr. Lorne Bozinoff
Ph: 416-960-9600 x9603
Fax: 416-960-9602
E-mail: lbozinoff@forumresearch.com

The parties may designate a different address or FAX number to one another at any time. Notice shall be deemed to have been received, in the case of mail, on the fourth working day after the notice was mailed and in the case of personal delivery or fax, on the date on which the notice was delivered or transmitted.



13.0 Representatives

13.1 The Institution representative shall be _____. The Contractor's representative shall be Lorne Bozinoff. Each party may designate a different representative by notice in writing.

14.0 Enurement

14.1 This Agreement shall enure to the benefit of and be binding upon the heirs, successors and assignees of the Institution and upon the heirs, successors and assignees of the Contractor approved by the Institution under paragraph 17.1.

15.0 Representations and Warranties

15.1 All representations, warranties, covenants and limitations of liability in this Agreement shall continue in force after the termination or expiry of this Agreement.

16.0 Assignment

16.1 The Contractor shall not assign this Agreement or retain sub-contractors, without the prior written consent of the Institution Representative. No assignment or sub-contract shall relieve the Contractor from the obligations under this Agreement or impose any liability upon or the Institution to any assignee or sub-contractor.

17.0 Inspection

17.1 The Institution shall be entitled, upon 24 hours' notice and during normal business hours, to review all results of the services and all related materials and records of the Contractor, during the term of this Agreement.

18.0 Waiver

18.1 A waiver of any failure to comply with any term of this Agreement must be written and signed by the aggrieved party. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

19.0 Governing Laws

19.1 This Agreement shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario.



20.0 Amendments, Alterations and Additions

20.1 If at any time during the continuance of this Agreement the parties consider it necessary or expedient to make any amendment, alteration, or addition to this Agreement they may do so by means of a written agreement between them which will be supplemental to this Agreement and thereafter will form part of this Agreement.

21.0 Signing Authority

21.1 The Contractor and the Institution warrant that they have read this Agreement including the attached Schedules A, B,C, and D understand and agree to be bound by it. The person signing this Agreement on behalf of the Contractor further warrants having full power and authority to enter and to have this Agreement performed by the Contractor.

22.0 Entire Agreement

22.1 Subject to paragraph 1.1, this Agreement, including the Schedules,

Schedule A Scope of Services
Schedule B Terms of Payment

constitutes the entire Agreement between the parties. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise.

Name of Institution

per:

Institution Signing Official

DATE _____

Forum Research Inc.

per:

DATE: _____, ___ 20__

Lorne Bozinoff

c/s
Authorized Signing Official



SCHEDULE A

SCOPE OF SERVICES

1.1 Scope of Work

The Contractor will be expected to, in accordance with the Ministry's Other Private Institutions (OPI) Key Performance Indicators (KPI) Operating Procedure:

- conduct the survey of graduates;
- conduct the survey of employers (where applicable);
- provide the results of the surveys to the Institutions, and the Ministry;
- calculate the graduate rate.
- collect the auditors' report.

2.1 Graduate Survey

Objectives

The objectives of the survey are to:

- identify the proportion of graduates from postsecondary programs who sought employment after graduation and found employment;
 - develop a data base from which the Graduate Employment Rate and Graduation Rate are to be calculated;
 - provide information on the labour market experience of graduates from postsecondary programs. The Graduate Employment Rate and Graduation Rates will be disclosed to prospective students by Institutions commencing ____ 20__.

Survey Instrument

The survey instrument is provided by the Ministry in **OPI KPI Operation Procedure**.

Survey Technique

The goal is to maximize the response rate of graduates. Therefore, a census survey will be conducted and every attempt must be made to contact every graduate regardless of where they are located. The Contractor is expected to use Directory Assistance service to locate graduates with invalid phone numbers.



The census survey will be carried out in English using a computer-assisted telephone interview system. The reference week for assessing graduates' employment status is the first week of the seventh month after graduation. Even after achieving the minimum response rates shown below, the Contractor is expected to continue to contact the graduates and to complete the surveys until the end of the survey period.

For the graduate employment survey, the Contractor will:

- generate a minimum response rate of 80 % for each Institution;
- generate a minimum program response rate¹ of 60% for each program of the Institution.

For the survey, the Contractor will:

- make up to 20 call attempts to achieve the 80% response rate for each Institution;
- retain a list of the invalid phone numbers of graduates;
- collect data on the number of call attempts (date and time of attempts) for each graduate.

Specific Survey Requirements

The Contractor must be prepared to conduct the survey in English.

The Contractor must be able to provide alternate methods to conduct the survey for graduates who are unable to use the telephone due to a disability.

2.2 Tabulation and Reporting of Results

It is very important that the data be accurately compiled and reported. To this end, the Contractor will be expected to pre-clean and post-clean the data through programming the computer-assisted telephone interview system according to specifications provided by the ministry, if any.

The Contractor will be required to tabulate, in accordance with the formulae set out, the results from the Graduate Survey and where applicable, the Employer Survey.

The Contractor is required to send raw survey data and/or tabulated reports to Institutions, and MTCU as specified below.

The raw survey data is to be sent in a format according to specifications.

¹ Response rate = total number of surveys completed by graduates surveys/total numbers of graduates (less the invalid numbers) sent by the institutions.



Revisions to Graduate Data

For the survey, the Contractor is required to provide each Institution with revisions to the name, address and/or phone number of graduates gathered during the survey process.

Raw Survey Data for MTCU

The raw survey data file will also be sent to MTCU via e-mail and contain:

- all survey data for the entire graduate survey population of all Institutions (e.g., completes, incomplete, refusals etc.) with the exception of the social insurance number, graduate's name, local and permanent street addresses and all phone numbers

Institution Information

Institution Data

The Contractor is required to provide each Institution with its own graduate data mentioned above by program name in a specified file format and to send the data via e-mail.

Tabulated Reports

The Contractor is required to provide the following tabulated reports in a specified format to each Institution, an electronic copy sent via e-mail:

- for each program, the number of respondents by response for each graduate survey question;
 - for each program, the names and location of employers, if applicable;
 - a summary table of graduate survey outcomes by program name with the total number of graduates in each program; the total number of graduates broken down by each non-employment destination (i.e. in-Institution full-time, not seeking employment, status unknown); by each employment destination (i.e., employed, seeking employment); and graduate employment rate, and graduation rate.



2.3 Protection of the Privacy of Graduates

This Letter of Agreement between the (Contractor) and the (Institution) is for the purpose of protecting the privacy of former students of the Institution during the process of obtaining graduate employment rates, and graduation rates. This agreement will be carried out under the following terms and conditions:

1. The Institution warrants that it has the authority to use the personal information in its custody and under its control for the purposes of collecting, tabulating and reporting data on: graduate employment.
2. The Institution will give the Contractor access to the graduate data.
3. The Contractor will be the agent of the Institution for the purposes of the collection, use and disclosure of the personal information set out in the graduate data in accordance with this agreement. Without limitation, the Contractor will provide any notices and obtain any consents the Institution determines are necessary.
4. The Contractor will not use or disclose the personal information in the graduate data for any purpose other than for the collection, tabulation and reporting of graduation and graduate employment rates in accordance with the Agreement between the Contractor and the Institution.
5. Before disclosing personal information to its employees and its sub-contractors (as approved by the Institution who are listed in Schedule B), the Contractor will enter into an agreement with those persons to ensure they will not disclose it to any other person.
6. The Contractor will keep the information in a physically secure location to which access is given only to the Contractor and to the persons mentioned above.
7. Except as permitted under this agreement, the Contractor will ensure that no personal information will be disclosed in a form in which the individual to whom it relates can be identified, without the written authority of the Institution.
8. The Institution and the Ministry of Training, Colleges and Universities will have access to:
 - all graduate data submitted to the consultant by Institutions, via MTCU;
 - all survey data for the entire Institution's graduate survey population (e.g., completes, incomplete, refusals etc.)
 - adjustment to the graduation and graduate employment rates will be considered after review of the raw survey data and the calculations by the Institution and the Ministry of Training, Colleges and Universities and the Contractor, if applicable.



- Graduation and graduate employment rates will be considered after review of the raw survey data and the calculations by the Institution and the Ministry of Training, Colleges and Universities and the Contractor, if applicable.
9. The Contractor will notify the president of the Institution in writing immediately upon becoming aware that any of the conditions set out in this agreement have been breached.
 10. The Contractor will return to each Institution all of its own employment rates and raw data in electronic and hard copy format upon termination of the Agreement between the Contractor and the Institution dated. The Contractor will not retain any copies of any records that identify an individual.
 11. All data is to be transferred through designated portals hosted by the Contractor. All transmissions through the portal are encrypted using SSL 256 bit encryption and meet or exceed provincial and federal electronic transit standards. The Contractor holds Designated Organization Screening and Designated Security Clearance for the handling and protection of sensitive assets as a result of staff and facility audits that inform all data handling protocol.



SCHEDULE B

TERMS OF PAYMENT

The Institution shall pay to the Contractor the sum based on the following formula:

Total Payment = Number of completed surveys x \$ 24 per completed survey + tabulation charge (\$150 per tabulation; minimum 1 Term tabulation + 1 Year-end consolidated tabulation, e.g. 1 Term = 2 tabulation charges, 2 terms = 3 tabulation charges, etc.) + \$ 150 grad rate calculation + late payment charges (if applicable) + data file formatting charges + HST

or,

\$ 400 + HST (whichever is greater)

The total payment, plus HST is due according to the following schedule:

Minimum payment, due prior to start of survey, \$ 400 plus HST

or,

Deposit payment, due prior to start of survey, if more than the minimum charge, calculated as, number of graduates x 60% (the estimated completion rate) x 50% x \$ 24 plus HST

Balance of total payment is to be made to the survey firm prior to the release of the Final Report of the Survey Results to the Institution. Balance = \$ 24 x number of grads actually surveyed + \$ 150 tabulation + \$ 150 grad rate calculation - deposit plus HST.

A charge of \$30 will be applied for dishonoured cheques. Data tabulations will be not be released until payment is received.