FONDATION INTELLIGENCE

INTELLIGENCE FOUNDATION CHARITY
FONDATION INTELLIGENCE / NE: 85593 8502 RR0001 85593 8502 RR0001

PROTECTED WHEN COMPLETED
PROTÉGÉ UNE FOIS REMPLI

תוח לש הקפסהה תויניידמל אא תרבח לש הקפסהה תויניידמל אא תרבח לש הקפסהה תויניידמל אא תרבח לש הקפסהה תויניידמל אא תהב ס'יקפוסמלש הקפסהה

MEMORANDUM OF AGREEMENT

- **INTELLIGENCE FOUNDATION's PERSONNEL SCREENING REQUEST AND CONSULTANCY AGREEMENT**
- **DEMANDE D'ENQUÊTE DE SÉCURITÉ SUR LE PERSONNEL DE LA FONDATION ET CONTRAT DE SERVICE**

Department no - No département

TR.PRO.INTELL [SERVICE LEVEL I:V]

- **THE INTELLIGENCE FOUNDATION CHARITY shall reveal the necessary information on which to base decisions.**
  LA FONDATION INTELLIGENCE mettra à jour et analysera les renseignements décisionnels nécessaires.
- **PLEASE TYPEWRITE OR PRINT IN BLOCK LETTERS**
  PRIÈRE DE DACTYLOGRAPHIER OU D'ÉCRIRE EN LETTRES MOULÉES

OFFICE USE ONLY
RÉSERVÉ À L'ADMINISTRATION

File number - No de dossier

☐ NEW / NOUVELLE
☐ UPGRADE / RELEVÉE
☐ UPDATE / MISE À JOUR

The requested level of reliability / security check is:
Le niveau de la cote de fiabilité / sécurité demandé pour la personne nommée est:

☐ BASIC RELIABILITY CHECK / VÉRIFICATION DE BASE DE LA FIABILITÉ
☐ ENHANCED RELIABILITY CHECK / VÉRIFICATION APPROFONDIE DE LA FIABILITÉ
☐ LEVEL I (CONFIDENTIAL) / NIVEAU I (CONFIDENTIEL)
☐ LEVEL II (SECRET) / NIVEAU II (SECRET)
☐ LEVEL III (TOP SECRET) / NIVEAU III (TRÈS SECRET)
☐ OTHER / AUTRE _____

☐ NEW / NOUVELLE
☐ UPGRADE / RELEVÉE
☐ UPDATE / MISE À JOUR

Requested service level :
Niveau d'aide pédagogique et d'aide aux devoirs demandé pour la personne nommée est:

☐ LEVEL I [10,00 $ / h] / NIVEAU I [10,00 $ / h]
☐ LEVEL II [17,50 $ / h] / NIVEAU II [17,50 $ / h]
☐ LEVEL III (ADVANCED) [35,00 $ / h] / NIVEAU III (AVANCÉ) [35,00 $ / h]
☐ LEVEL IV (VERY ADVANCED) [53.50 $ / h] / NIVEAU IV (TRÈS AVANCÉ) [53.50 $ / h]
☐ LEVEL V [95,50 $ / h] / NIVEAU V [95,50 $ / h]
☐ OTHER / AUTRE _____

PART A: TO BE COMPLETED BY THE CONSULTANT / PARTIE A: A REMPLIR PAR LE CONSULTANT

Surname - Nom de famille	Full given names (no initials) underline usual name used Prénoms au complet (pas d'initiales) souligner le prénom usuel
Family name at birth - Nom de famille à la naissance	All other names used - Tout autre nom utilisé
Date of birth - Date de naissance (Y-A / M-M / D-J) Sex - Sexe: ☐ Male / Masculin ☐ Female / Féminin	Telephone number - Numéro de téléphone HOME: / DOMICILE : ( ) WORK: / TRAVAIL : ( ) EXT :

Numéro d'Assurance Sociale (facultatif) Social Security Number (Optional) OR/OU	Numéro du Permis de Conduire Driver Licence AND/ET	Numéro d'Assurance Maladie Health Care Security Number

Home address - Adresse du domicile | City - Ville | Province | Postal code - Code portal

PART B: PARTICULARS OF ASSIGNMENT [CONTRACT] / PARTIE B : RENSEIGNEMENTS SUR L'AFFECTATION [CONTRAT]

☐ Indeterminate / Période indéterminée ➔ Position / Competition / Contract number / Title: Numéro de poste / concours / marché / titre _____ Group / Level: Groupe / niveau _____

☐ Term / Période déterminée ➔ From: / De : _____ To: / À : _____

☐ Contract / Contrat ➔ From: / De : _____ To: / À : _____

☐ Other (specify) / Autre (préciser) _____

PART C : SCREENING ASSESSMENT AND CONSENT / PARTIE C : VÉRIFICATION DE SÉCURITÉ ET CONSENTEMENT

I, the undersigned, do hereby consent to the disclosure of the following information and its subsequent verification. I hereby certify the following: I am a Canadian citizen or I have a valid work permit in Canada.

Je, soussigné, consens par la présente à la divulgation des renseignements suivants et à leur vérification ultérieure. Je certifie par la présente que je suis citoyen canadien ou que je possède un permis de travail valide au Canada.

_____ Individual's signature - Signature de la personne

_____ Date

	Information - Renseignements	F/E	P/S		Information - Renseignements	F/E	P/S
I	Date of birth Date de naissance			V	Criminal record check Vérification de l'existence d'un casier judiciaire		
II	Address Adresse			VI	References / Personal character Références / Caractère		
III	Education / Professional qualifications Études / Compétences professionnelles			VII	Reliability Fiabilité		
IV	Employment history Antécédents professionnels			VIII	Loyalty (security assessment only) Loyauté (évaluation sécuritaire seulement)		

I, the undersigned, as the authorized official, do hereby certify that the above information has been verified. The requested level _____ is denied / granted.
Je, soussigné, en tant qu'agent autorisé, certifie que les renseignements ci-dessus ont été vérifiés. La cote _____ est refusée / accordée.

_____ Signature

_____ Y-A M-M D-J

Signature du candidat / Candidate's Signature : _____ _____
Signature du représentant autorisé de la Fondation Intelligence / Intelligence Foundation Charity's Authorized Signature : _____

PRÉAVIS DE L'ŒUVRE DE BIENFAISANCE FONDATION INTELLIGENCE : TOUTE AIDE PÉDAGOGIQUE ET TOUTE AIDE AUX DEVOIRS DE L'ŒUVRE DE BIENFAISANCE FONDATION INTELLIGENCE PEUVENT ÊTRE SURVEILLÉÉES POUR ASSURER QUE L'AIDE EST APPROPRIÉE, POUR FACILITER LA PROTECTION CONTRE UN CONTENU NON AUTORISÉ ET POUR VÉRIFIER LES PROCÉDURES DE SÉCURITÉ EN MATIÈRE D'AIDE PÉDAGOGIQUE ET D'AIDE AUX DEVOIRS. L'UTILISATION DU SYSTÈME INFORMATIQUE DE L'ŒUVRE DE BIENFAISANCE FONDATION INTELLIGENCE CONSTITUE UN CONSENTEMENT À LA SURVEILLANCE CONSTANTE ET OFFICIELLE DU SYSTÈME. L'UTILISATION NON AUTORISÉE D'UN SYSTÈME INFORMATIQUE DE LA FONDATION INTELLIGENCE PEUT VOUS ASSUJETTIR À UNE POURSUITE AU CRIMINEL. DES PREUVES D'UNE UTILISATION NON AUTORISÉE PEUVENT ÊTRE FOURNIES AU PERSONNEL APPROPRIÉ POUR INTENTER DES ACTIONS ADMINISTRATIVES, CRIMINELLES OU TOUTES AUTRES.

OVERRIDING AUTHORITY: VINCENT BOUCHER, B. Sc Physique - B. Sc Physics / M.A. Politique - M.A. Politics / M. Sc Aérospatial - M. Sc Aerospace

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MEMORANDUM OF AGREEMENT

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. RECITALS
a. The Foundation is willing to engage Consultant as an independent contractor, and not as an employee, on the terms and conditions set forth herein.

b. The Intelligence Foundation Charity desires to obtain the services of Consultant by means of services provided by Consultant's employees dispatched by Consultant to provide services to Intelligence Foundation Charity hereunder ("Agents"), on its own behalf and on behalf of all existing and future Affiliated Companies (defined as any corporation or other business entity or entities that directly or indirectly controls, is controlled by, or is under common control with the Intelligence Foundation Charity), and Consultant desires to provide consulting services to the Intelligence Foundation Charity upon the following terms and conditions.

c. The Intelligence Foundation Charity has spent significant time, effort, and money to develop certain Proprietary Information (as defined below), which the Intelligence Foundation Charity considers vital to its business and goodwill.

2. SERVICES
Consultant agrees to perform for Intelligence Foundation Charity the services listed in the Scope of Services section in this Agreement and executed by both Intelligence Foundation Charity and Consultant. Such services are hereinafter referred to as "Services." Intelligence Foundation Charity may agree or not that consultant may have access to Intelligence Foundation Charity's staff and resources as necessary to perform the Consultant's services provided for by this contract subject to prior written agreement by Intelligence Foundation Charity.

3. CONSULTING PERIOD
REF.: INTELLIGENCE FOUNDATION CHARITY's PERSONNEL SCREENING REQUEST AND CONSULTANCY AGREEMENT

4. DUTIES AND RESPONSIBILITIES
a. Consultant hereby agrees to provide and perform for the Intelligence Foundation Charity those services set forth on this Agreement. Consultant shall devote its best efforts to the performance of the services to the Intelligence Foundation Charity.

b. Consultant shall use its best efforts to furnish competent Agents possessing a sufficient working knowledge of the Intelligence Foundation Charity's research, development and products to fulfill Consultant's obligations hereunder. Any Agent of Consultant who, in the sole opinion of the Intelligence Foundation Charity, is unable to adequately perform any services hereunder shall be replaced by Consultant within ten (10) days after receipt of notice from the Intelligence Foundation Charity of its desire to have such Agent replaced.

c. Consultant shall use its best efforts to comply with, and to ensure that each of its Agents comply with, all policies and practices regarding the use of facilities at which services are to be perform hereunder. Consultant agrees and shall cause each of its Agents to agree to the Acknowledgement and Inventions Assignment that will be attached hereto as Exhibit B, and Consultant shall deliver a signed original of such Acknowledgement and Inventions Assignment to Intelligence Foundation Charity prior to such Agent's commencement of the provision of services for the Intelligence Foundation Charity.

d. Personnel supplied by Consultant to provide services to Intelligence Foundation Charity under this Agreement will be deemed Consultant's employees or agents and will not for any purpose be considered employees or agents of the Intelligence Foundation Charity. Consultant assumes full responsibility for the actions of such personnel while performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, provision of employment benefits (if any) and payment of salary (including all required withholding of taxes).

5. COMPENSATION, BENEFITS AND EXPENSES

5.1. Compensation
In consideration of the services to be rendered hereunder, including, without limitation, services to any Affiliated Intelligence Foundation Charity, Consultant shall be paid a compensation of a maximum of [Level I : 10.00 $ / h ; Level II : 17.50 $ / h ; Level III : 35.00 $ / h ; Level IV : 53.50 $ / h ; Level V : 95.50 $ / h] depending of its service level.

5.2. Benefits
Other than the compensation specified in this Section 5.1, neither Consultant nor its Agents shall be entitled to any direct or indirect compensation for services performed hereunder.

5.3. Expenses
The Intelligence Foundation Charity shall not reimburse Consultant for travel and other business expenses incurred by its Agents in the performance of the duties hereunder. This is in accordance with the Intelligence Foundation Charity's general policies, as they may be amended from time to time during the course of this Agreement.

6. INVOICING
Intelligence Foundation Charity shall pay the amounts agreed to herein upon receipt of invoices, which shall be sent by Consultant, and Intelligence Foundation Charity shall pay the amount of such invoices to Consultant.

7. TERMINATION OF CONSULTING RELATIONSHIP

7.1. By the Intelligence Foundation Charity or the Consultant
At any time, the Intelligence Foundation Charity or consultant may terminate, without liability, the Consulting Period for any reason, with or without cause, by giving ten (10) days advance written notice to the other party. The Intelligence Foundation Charity shall pay Consultant the compensation to which the Consultant is entitled pursuant to Section 5.1, and thereafter all obligations of the Intelligence Foundation Charity shall terminate.

7.2. Termination Due to Bankruptcy, Receivership
The Consulting Period shall terminate and the Intelligence Foundation Charity's obligations hereunder (including the obligation to pay Consultant compensation under Section 5.1 shall cease upon the occurrence of: (i) the appointment of a receiver, liquidator, or trustee for the Intelligence Foundation Charity by decree of competent authority in connection with any adjudication or determination by such authority that the Intelligence Foundation Charity is bankrupt or insolvent; (ii) the filing by the Intelligence Foundation Charity of a petition in voluntary bankruptcy, the making of an assignment for the benefit of its creditors, or the entering into of a composition with its creditors; or (iii) any formal action of the Board to terminate the Intelligence Foundation Charity's existence or otherwise to wind up the Intelligence Foundation Charity's affairs.

8. TERMINATION OBLIGATIONS
Consultant hereby acknowledges and agrees that all property, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or copies thereof, Proprietary Information, and equipment furnished to or prepared by Consultant or its Agents in the course of or incident to its rendering of services to the Intelligence Foundation Charity, including, without limitation, records and any other materials pertaining to Invention Ideas, belong to the Intelligence Foundation Charity and shall be promptly returned to the Intelligence Foundation Charity upon termination of the Consulting Period.

The representations and warranties contained herein and Consultant's obligations under Sections 5, 6, and 7 shall survive termination of the Consulting Period and the expiration of this Agreement.

Signature du candidat / Candidate's Signature : _____ _____
Signature du représentant autorisé de la Fondation Intelligence / Intelligence Foundation Charity's Authorized Signature : _____

PRÉAVIS DE L'ŒUVRE DE BIENFAISANCE FONDATION INTELLIGENCE : TOUTE AIDE PÉDAGOGIQUE ET TOUTE AIDE AUX DEVOIRS DE L'ŒUVRE DE BIENFAISANCE FONDATION INTELLIGENCE PEUVENT ÊTRE SURVEILLÉÉES POUR ASSURER QUE L'AIDE EST APPROPRIÉE, POUR FACILITER LA PROTECTION CONTRE UN CONTENU NON AUTORISÉ ET POUR VÉRIFIER LES PROCÉDURES DE SÉCURITÉ EN MATIÈRE D'AIDE PÉDAGOGIQUE ET D'AIDE AUX DEVOIRS. L'UTILISATION DU SYSTÈME INFORMATIQUE DE L'ŒUVRE DE BIENFAISANCE FONDATION INTELLIGENCE CONSTITUE UN CONSENTEMENT À LA SURVEILLANCE CONSTANTE ET OFFICIELLE DU SYSTÈME. L'UTILISATION NON AUTORISÉE D'UN SYSTÈME INFORMATIQUE DE LA FONDATION INTELLIGENCE PEUT VOUS ASSUJETTIR À UNE POURSUITE AU CRIMINEL. DES PREUVES D'UNE UTILISATION NON AUTORISÉE PEUVENT ÊTRE FOURNIES AU PERSONNEL APPROPRIÉ POUR INTENTER DES ACTIONS ADMINISTRATIVES, CRIMINELLES OU TOUTES AUTRES.

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MEMORANDUM OF AGREEMENT

9. ASSIGNMENT; SUCCESSORS AND ASSIGNS
The Intelligence Foundation Charity agrees that it will not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement, nor shall Consultant's rights be subject to encumbrance or the claims of creditors. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of the Intelligence Foundation Charity with, or its merger into, any other corporation, or the sale by the Intelligence Foundation Charity of all or substantially all of its properties or assets, or the assignment by the Intelligence Foundation Charity of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Intelligence Foundation Charity. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

10. PLACE OF WORK
Consultant's services will be rendered largely at the consultant's address, but Consultant will, on request, come to Intelligence Foundation Charity's address of 350 Prince-Arthur West Street, suite 2105, Montreal, Qc, H2X 3R4, or such other places designated by Intelligence Foundation Charity to meet with representatives of Intelligence Foundation Charity. The Consultant can, if valid reasons are provided, to decline the Intelligence Foundation Charity's request. The validity of the reason is left to the discretion of the Intelligence Foundation Charity.

11. TIME DEVOTED TO WORK
In the performance of the services, the aforesaid services and the hours Consultant is to work on any given day will be entirely within Consultant's control and Intelligence Foundation Charity will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this contract. This arrangement will probably take about _____ hours of work per week although there undoubtedly will be some weeks during which Consultant may not perform any services at all or, on the other hand, may work practically the full week.

12. CONFIDENTIAL INFORMATION
Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information that relates to Such Other Party's research, development, trade secrets or business affairs, and also includes information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming.

Consultant hereby acknowledges that during the performance of this contract, the Consultant may learn or receive confidential Intelligence Foundation Charity information and therefore Consultant hereby confirms that all such information relating to the Intelligence Foundation Charity's and client's business will be kept confidential by the Consultant, except to the extent that such information is required to be divulged to the Consultant's clerical or support staff or associates in order to enable Consultant to perform Consultant's contract obligation.

a) Consultant agrees not to disclose or use, except as required in Consultant's duties, at any time, any information disclosed to or acquired by Consultant during the term of this contract. Consultant shall disclose promptly to Intelligence Foundation Charity all inventions, discoveries, formulas, processes, designs, trade secrets, and other useful technical information and know-how made, discovered, or developed by Consultant (either alone or in conjunction with any other person) during the term of this contract. Consultant agrees that it shall not, without the written consent of Intelligence Foundation Charity, disclose to third parties or use for his own financial benefit or for the financial or other benefit of any competitor of Intelligence Foundation Charity, any information, data, and know-how, manuals, disks, or otherwise, including all programs, decks, listings, tapes, summaries of any papers, documents, plans, specifications, or drawings.

b) Consultant shall take all reasonable precautions to prevent any other person with whom Consultant is or may become associated from acquiring confidential information at any time.

c) Consultant agrees that all confidential information relating to the tasks performed in This Agreement shall be deemed to be and shall be treated as the sole and exclusive property of Intelligence Foundation Charity.

d) Upon termination of this contract, Consultant shall deliver to Intelligence Foundation Charity all drawings, manuals, letters, notes, software, reports relating to such confidential information which are in the possession or under the control of Consultant in regard with the tasks mentioned in This Agreement. Consultant shall sign secrecy agreements provided by Intelligence Foundation Charity.

13. STATUS OF CONSULTANT
Consultant is an independent contractor and neither Consultant nor Consultant's staff is or shall be deemed to be employed by Client. Intelligence Foundation Charity is hereby contracting with Consultant for the services described on This Agreement. Consultant is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Intelligence Foundation Charity's premises, then Consultants time spent at the premises is to be at the discretion of the Consultant; subject to the Intelligence Foundation Charity's normal business hours and security requirements. The services shall be performed by Consultant or Consultant's staff, and Intelligence Foundation Charity shall not be required to hire, supervise or pay any assistants to help Consultant who performs the services under this agreement. Consultant shall not be required to devote Consultant's full time nor the full time of Consultant's staff to the performance of the services required hereunder, and it is acknowledged that Consultant has other Clients and Consultant offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of Consultant. All materials used in providing the services shall be provided by Consultant. Consultant's services hereunder cannot be terminated or cancelled short of completion of the services agreed upon except for Consultant's failure to perform the contract's specification as required hereunder and conversely, subject to Intelligence Foundation Charity's obligation to make full and timely payment(s) for Consultant's services as set forth in This Agreement, Consultant shall be obligated to complete the services agreed upon. Intelligence Foundation Charity shall not provide any insurance coverage of any kind for Consultant or Consultant's staff, and Intelligence Foundation Charity will not withhold any amount that would normally be withheld from an employee's pay. Consultant shall take appropriate measures to insure that Consultant's staff is competent and that they do not breach the conditions hereof.

Consultant hereto agrees that, while performing Services under this Agreement, and for a period of thirty five (35) years following the termination of this Agreement, Consultant will not, except with the Intelligence Foundation Charity's written approval, solicit or offer employment to Intelligence Foundation Charity's employees or staff engaged in any efforts under this Agreement and / or have any business dealings whatsoever, either directly or indirectly through associates with any customer or client of the Intelligence Foundation Charity or its subsidiaries or any person or firm with whom the Consultant has made contact in connection with his consulting activities for the Intelligence Foundation Charity.

14. USE OF WORK PRODUCT
Except as specifically set forth in writing and signed by Intelligence Foundation Charity and Consultant, Intelligence Foundation Charity shall have all copyright and patent rights with respect to all materials developed under this contract, and Intelligence Foundation Charity is hereby granted an exclusive license to use and employ such materials within the Intelligence Foundation Charity's business.

15. INTELLIGENCE FOUNDATION CHARITY REPRESENTATIVE
The following individual, Vincent Boucher, shall represent the Intelligence Foundation Charity during the performance of this contract with respect to the services and deliverables as defined herein and has authority to execute written modifications or additions to this contract.

16. DISPUTES
Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by Fraser Milner Casgrain s.r.l. located at 1, Place Ville-Marie, Bur. 3900, Montreal, Quebec, H3B 4M7, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

The final arbitration decision shall be enforceable through the courts of the province of Intelligence Foundation Charity's address or any other province or country in which the Intelligence Foundation Charity resides or may be located. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this section 8 were not a part hereof.

17. TAXES
Consultants shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of Intelligence Foundation Charity. Intelligence Foundation Charity and Consultant specifically agree that Consultant is not an employee of Intelligence Foundation Charity.

Signature du candidat / Candidate's Signature : _____ _____
Signature du représentant autorisé de la Fondation Intelligence / Intelligence Foundation Charity's Authorized Signature : _____

PRÉAVIS DE L'ŒUVRE DE BIENFAISANCE FONDATION INTELLIGENCE : TOUTE AIDE PÉDAGOGIQUE ET TOUTE AIDE AUX DEVOIRS DE L'ŒUVRE DE BIENFAISANCE FONDATION INTELLIGENCE PEUVENT ÊTRE SURVEILLÉÉES POUR ASSURER QUE L'AIDE EST APPROPRIÉE, POUR FACILITER LA PROTECTION CONTRE UN CONTENU NON AUTORISÉ ET POUR VÉRIFIER LES PROCÉDURES DE SÉCURITÉ EN MATIÈRE D'AIDE PÉDAGOGIQUE ET D'AIDE AUX DEVOIRS. L'UTILISATION DU SYSTÈME INFORMATIQUE DE L'ŒUVRE DE BIENFAISANCE FONDATION INTELLIGENCE CONSTITUE UN CONSENTEMENT À LA SURVEILLANCE CONSTANTE ET OFFICIELLE DU SYSTÈME. L'UTILISATION NON AUTORISÉE D'UN SYSTÈME INFORMATIQUE DE LA FONDATION INTELLIGENCE PEUT VOUS ASSUJETTIR À UNE POURSUITE AU CRIMINEL. DES PREUVES D'UNE UTILISATION NON AUTORISÉE PEUVENT ÊTRE FOURNIES AU PERSONNEL APPROPRIÉ POUR INTENTER DES ACTIONS ADMINISTRATIVES, CRIMINELLES OU TOUTES AUTRES.

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MEMORANDUM OF AGREEMENT

18. LIABILITY
Consultant warrants to Intelligence Foundation Charity that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional This Agreement executed by both Intelligence Foundation Charity and Consultant.

19. NON-COMPETITION
If this Consulting Agreement with the Intelligence Foundation Charity terminates for any reason, the Consultant will not, for a period of twenty five (35) years from the date of termination, have any business dealings whatsoever, either directly or indirectly through associates with any customer or client of the Intelligence Foundation Charity or its subsidiaries or any person or firm with whom the Consultant has made contact in connection with his consulting activities for the Intelligence Foundation Charity; and the Consultant will keep in strictest confidence, both during the term of this Agreement and subsequent to termination of this Agreement, and will not during the term of this Agreement or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for his own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by the Intelligence Foundation Charity, information as to sources of, and arrangements for, hardware supplied to customers or clients of the Intelligence Foundation Charity, submission and proposal procedures of the Intelligence Foundation Charity, customer or contact lists or any other confidential information or trade secrets respecting the business or affairs of the Intelligence Foundation Charity which the Consultant may acquire or develop in connection with or as a result of the performance of his services hereunder. In the event of an actual or threatened breach by the Consultant of the provisions of this paragraph, the Intelligence Foundation Charity shall be entitled to injunctive relief restraining the Consultant from the breach or threatened breach. Nothing herein shall be construed as prohibiting the Intelligence Foundation Charity from pursuing any other remedies available to the Intelligence Foundation Charity for such breach or threatened breach, including the recovery of damages from the Consultant.

20. ENFORCEABLE
The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of the Intelligence Foundation Charity against the Consultant whether predicated on this Agreement or otherwise.

22. REPRESENTATIONS AND WARRANTIES
Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with the Intelligence Foundation Charity, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not entered into or will not enter into any agreement (whether oral or written) in conflict with this Agreement.

23. INJUNCTIVE RELIEF
The Consultant acknowledges that disclosure of any Confidential Information by him will give rise to irreparable injury to the Intelligence Foundation Charity or the owner of such information, inadequately compensable in damages. Accordingly, the Intelligence Foundation Charity or such other party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies, which may be available. The Consultant further acknowledges and agrees that in the event of the termination of this Agreement his experience and capabilities are such that he can obtain a consulting arrangement or employment in business activities which are either (1) of a different or non-competing nature with his activities as a consultant for the Intelligence Foundation Charity, or (2) are carried on in a different geographic location; and that the enforcement of a remedy hereunder by way of injunction will not prevent him from earning a reasonable livelihood.

The Consultant further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Intelligence Foundation Charity's legitimate business interests and are reasonable in scope and content.

24. COMPLETE AGREEMENT
This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Intelligence Foundation Charity acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

25. INDEMNIFICATION
Intelligence Foundation Charity and/or Consultant hereby agrees to hold harmless the Consultant and/or Intelligence Foundation Charity from and against any and all claims, demands and actions, and any liabilities, damages or expenses resulting there from, including court costs and reasonable attorneys' fees, arising out of or relating to the services performed by Consultant under this Agreement or the representations and warranties made by Consultant pursuant to paragraph 7 hereof. Intelligence Foundation Charity's and/or Consultant's obligations under this paragraph hereof shall survive the termination, for any reason, of this Agreement.

26. ATTORNEY'S FEES
Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party or parties against whom enforcement was sought.

27. NONWAIVER
No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the Intelligence Foundation Charity, by an executive officer of the Intelligence Foundation Charity or other person duly authorized by the Intelligence Foundation Charity.

28. REMEDY FOR BREACH
The parties hereto agree that, in the event of breach or threatened breach of this Agreement, the damage or imminent damage to the value and the goodwill of the Intelligence Foundation Charity's and/or Consultant's business will be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that the Intelligence Foundation Charity's and/or Consultant's shall be entitled to injunctive relief against Consultant in the event of any breach or threatened breach by Intelligence Foundation Charity's and/or Consultant's.

29. APPLICABLE LAW
Consultant and/or Intelligence Foundation Charity shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in This Agreement. This Agreement shall be construed in accordance with the laws of the province indicated by the Consultant's address.

30. SEVERABILITY; ENFORCEMENT
If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. It is the intention of the parties that the covenants contained in Sections 6 and 7 shall be enforced to the greatest extent (but to no greater extent) in time, area, and degree of participation as is permitted by the law of that jurisdiction whose law is found to be applicable to any acts allegedly in breach of these covenants. It being the purpose of this Agreement to govern competition by Consultant anywhere throughout the world, these covenants shall be governed by and construed according to that law (from among those jurisdictions arguably applicable to this Agreement and those in which a breach of this Agreement is alleged to have occurred or to be threatened) which best gives them effect.

31. SCOPE OF AGREEMENT
If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

Signature du candidat / Candidate's Signature : _____ _____
Signature du représentant autorisé de la Fondation Intelligence / Intelligence Foundation Charity's Authorized Signature : _____

PRÉAVIS DE L'ŒUVRE DE BIENFAISANCE FONDATION INTELLIGENCE : TOUTE AIDE PÉDAGOGIQUE ET TOUTE AIDE AUX DEVOIRS DE L'ŒUVRE DE BIENFAISANCE FONDATION INTELLIGENCE PEUVENT ÊTRE SURVEILLÉÉES POUR ASSURER QUE L'AIDE EST APPROPRIÉE, POUR FACILITER LA PROTECTION CONTRE UN CONTENU NON AUTORISÉ ET POUR VÉRIFIER LES PROCÉDURES DE SÉCURITÉ EN MATIÈRE D'AIDE PÉDAGOGIQUE ET D'AIDE AUX DEVOIRS. L'UTILISATION DU SYSTÈME INFORMATIQUE DE L'ŒUVRE DE BIENFAISANCE FONDATION INTELLIGENCE CONSTITUE UN CONSENTEMENT À LA SURVEILLANCE CONSTANTE ET OFFICIELLE DU SYSTÈME. L'UTILISATION NON AUTORISÉE D'UN SYSTÈME INFORMATIQUE DE LA FONDATION INTELLIGENCE PEUT VOUS ASSUJETTIR À UNE POURSUITE AU CRIMINEL. DES PREUVES D'UNE UTILISATION NON AUTORISÉE PEUVENT ÊTRE FOURNIES AU PERSONNEL APPROPRIÉ POUR INTENTER DES ACTIONS ADMINISTRATIVES, CRIMINELLES OU TOUTES AUTRES.

OVERRIDING AUTHORITY: VINCENT BOUCHER, B. Sc Physique - B. Sc Physics / M.A. Politique - M.A. Politics / M. Sc Aérospatial - M. Sc Aerospace

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