



*Delivered by email: [lstpierre@lufappul.org](mailto:lstpierre@lufappul.org)*

May 7, 2026

LUFA  
935 Ramsey Lake Road  
Sudbury, Ontario  
P3E 2C6

Attention: Dr. Linda St. Pierre

Dear Dr. St. Pierre:

**RE: Disclosure – Freedom of Information Request No. 2026-001**

I am writing further to your request for access to information from Laurentian University (the “University”) received February 19<sup>th</sup>, 2026 under the *Freedom of Information and Protection of Privacy Act* (“FIPPA”), which reads as follows:

*“...I am requesting copies of any contracts or agreements between Laurentian University and any individual, company or companies providing strike surveillance, security, or investigative services in connection with the 2026 LUFA labour dispute. I request that the records be provided in electronic format.”*

No notice of appeal was received from the third party by our office within the 30-day time period. Accordingly, the University is providing full access to three (3) records, attached. The records are being disclosed in their entirety. No information has been severed and no exemptions under the *Freedom of Information and Protection of Privacy Act* have been applied. The records are as follows:

1. AFIMAC Purchase Order
2. AFIMAC Terms & Conditions
3. AFIMAC Work Order

There are no fees associated with this request.

**Request for Review**

You are entitled to appeal to Ontario’s Information and Privacy Commissioner within **thirty (30) days** from the date of this letter. The Commissioner can be contacted at <https://www.ipc.on.ca/>.

If you have any questions or require further assistance, please do not hesitate to contact me at [rx\\_fuchs@laurentian.ca](mailto:rx_fuchs@laurentian.ca). I would appreciate your using the above listed access request number in any further correspondence.

Yours very truly,

A handwritten signature in black ink, appearing to read 'R. Fuchs', written in a cursive style.

Renée Fuchs  
Senior Legal Counsel  
Office of the General Counsel  
Laurentian University



**Laurentian University** **PURCHASE ORDER**  
**Université Laurentienne** **BON DE COMMANDE**

**P0027696**

ORDER # / No DE BON DE COMMANDE

**LAURENTIAN UNIVERSITY**  
 935 Ramsey Lake Road,  
 Sudbury, Ontario P3E 2C6

TELEPHONE: 705-675-1151  
 TÉLÉC/FAX : 705-675-4867  
 www.laurentian.ca/purchasing  
 www.laurentian.ca/purchasing/findex.html

**UNIVERSITÉ LAURENTIENNE**  
 935 chemin du lac Ramsey,  
 Sudbury, Ontario P3E 2C6

VENDOR / VENDEUR		#0427996	SHIP TO / EXPÉDIER À
<b>AFIMAC Canada</b> 203-100 Stone Road W. Guelph ON N1G 2Z4  <b>FAX: ( N)O F-AX #</b> <b>arafimac@afimac.com</b>			<b>Laurentian University</b> <b>Central Receiving Department</b> <b>935 Ramsey Lake Road</b> <b>Sudbury ON P3E 2C6</b>  <b>msoucie@laurentian.ca</b>

Date Ordered / Date de commande	Delivery Date / Date de livraison	COMMODITY No. / N° DE MARCHANDISE	SHIP VIA / EXPÉDIER PAR
01/23/26	01/21/26		<b>Not Applicable</b>

FREIGHT TERMS / CONDITIONS DE TRANSPORT	TERMS / CONDITIONS
	<b>Net 30 Days</b>

DEPARTMENT / UNITÉ	BUDGET No / N° DE BUDGET	REQUESTED BY / DEMANDEUR
<b>Contingency - Disruption</b>	<b>10-1-4431026-532410</b>	<b>Ms. Miranda Soucie</b>

QUANTITY QUANTITÉ	U M	DESCRIPTION	UNIT PRICE PRIX UNITAIRE	AMOUNT MONTANT
1.0	EA	For the hire of contract Security for the duration the labour disruption.  LU 1-22, LT26-014 ***** The Lobbying Act requires Laurentian University to track lobbying communications and report them on a monthly basis. As such, procurements of third-party consultants must report any federal and provincial lobbying activity. Please see the following links: Federal Lobbying, Lobbying f,d,r,e, Provincial Lobbying, Lobbying provincial. ***** The vendor must place and maintain all insurance policies as set out by the terms and conditions of the contract or agreement. Prior to commencement of work, vendor shall forward a Certificate(s) of Insurance (\$5 million for mechanical trades and \$5 million for all other) to risk@laurentian.ca to confirm compliance. The Certificate of Insurance shall name Laurentian University as additional insured with respect to Commercial General Liability coverage. ***** ***** The vendor shall be registered and maintain good standing with the Workplace Safety & Insurance Board (WSIB) for the duration of the contract. Prior to commencement of work, vendor must forward to risk@laurentian.ca proof of compliance (WSIB Certificate) by vendor and their subcontractors. Please send a duplicate copy to maintenance@laurentian.ca  SUBTOTAL  HST Federal R HST Provincial R	82,000.00	82,000.00
				82,000.00
				4,100.00
				6,560.00

This order is subject to the terms and conditions as per attached Cette commande est soumise aux conditions générales ci-jointes	AUTHORIZED BY AUTORISATION	TOTAL	92,660.00 CDN
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1. PLEASE NOTE: INSTRUCTIONS TO VENDOR  
 The University is not liable for goods and services not covered by a signed purchase order from Purchasing Services.
2. INVOICING INSTRUCTIONS: Invoice each order separately showing purchase order number and shipping information and mail to:  
 Laurentian University  
 Treasury Dept.  
 935 Ramsey Lake Road  
 Sudbury, Ontario, Canada P3E 2C6  
 email: accountspayable@laurentian.ca

1. AVERTISSEMENT: DIRECTIVES À L'INTENTION  
 L'Université n'est pas responsable des marchandises et services non couverts par un bon de commande signé émis par le Service des achats.
2. FACTURATION: Facturer séparément chaque commande en prenant soin d'indiquer le numéro de bon de commande et l'information pertinente et envoyer à:  
 Université Laurentienne  
 Bureau du Trésor.  
 935 chemin du lac Ramsey  
 Sudbury, Ontario, Canada P3E 2C6  
 Courrier électronique : accountspayable@laurentian.ca

**Shipto Email**



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## **TERMS & CONDITIONS AGREEMENT**

This Master Service Agreement (“**Agreement**”) is made effective November 14, 2025 (the “**Effective Date**”), between AFIMAC Canada, Inc “**Service Provider Entity**” and Laurentian University (the “**Company**”). The Service Provider Entities and the Company are hereinafter sometimes referred to individually as a “**Party**” and collectively, as the “**Parties**.”

### **BACKGROUND INFORMATION**

- A. The Service Provider Entities are in the business of providing the industry with certain services, including consulting, security, transportation and contingent workers for the purpose of assisting them in the continuation of their operations when faced with work stoppages.
- B. The Company desires to enter into this Agreement to provide for the terms and conditions upon which the Service Provider Entities will provide certain services to the Company.

### **ARTICLE I - ENGAGEMENT**

1.1 **Purpose.** The purpose of this Agreement is to set forth the general terms and conditions that will apply in the event Company requests a Service Provider Entity to provide the Services pursuant to a Work Order (as defined below).

1.2 **Procedure for Specific Assignments.**

(a) During the Term, the Company may notify a Service Provider Entity in writing of an assignment (an “Assignment”) that shall require the Services, which notice shall include the nature of the event or events necessitating Services, as well as the locations and projected dates Company will need the Services. If the Service Provider Entity accepts an Assignment, Service Provider Entity shall issue a Work Order to the Company containing the specifications and pricing for the Assignment. The Work Order will set forth the following information: (1) which Service Provider Entity is being retained to provide Services to the Company; (2) a comprehensive list of Services to be provided by the applicable Service Provider Entity; and (3) the cost associated with the Services being provided. The Company acknowledges and agrees that any liability for Services provided pursuant to a particular Work Order shall be limited solely to the applicable Service Provider Entity listed on the Work Order. The Company further acknowledges and agrees that entering into this Agreement with the Service Provider Entities shall in no way create or be deemed to create joint and several liability among the Service Provider Entities for any such liability.

(b) The terms and conditions of this Agreement, along with the terms and conditions set forth in any Work Order shall govern any Assignment accepted by Service Provider Entity and shall constitute the agreement between the parties related to the Services requested in the Work Order. In the event of any conflict between this Agreement and the terms of any Work Order, the terms of this Agreement shall take precedence.

(c) If at any time while Service Provider Entity is providing Services pursuant to a particular Work Order and Company requests a change or alteration to the Services listed in a Work Order Service Provider Entity may issue a Change Order or otherwise request confirmation of the change in writing. Service Provider Entity shall have no obligation to perform Services until it receives authorization from the Company in writing and agreement to the costs and fees associated with the requested Services. Service Provider Entity shall be entitled to rely on verbal directions from any individual identified by Company pursuant to Section 3.1 and Company agrees to pay all increased fees and costs associated with any Services that are provided at the request of said individual or individuals.

1.3 **Compliance with Laws.** Each Party represents and warrants that it is, as of the date of this Agreement, and that it shall remain, at all times during the term of this Agreement, in compliance with all laws, orders, rules, regulations, ordinances, judgments, and decisions of any federal, state, or local court or governmental authority which are applicable to it in all material respects. In addition, the Company hereby represents and warrants to the Service Provider Entities that the facilities and locations at which Services are to be performed, and all equipment, machinery, and safety apparatus provided or made available by the Company in connection with the provision of Services, are in good operating condition and repair (ordinary wear and tear excepted), have been utilized and serviced as recommended by the supplier or manufacturer thereof, and meet the applicable material requirements of all laws governing the use of such facilities, equipment, machinery, or safety apparatus by the Company’s employees.

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## ARTICLE II - FEES AND EXPENSES

2.1 **Fees.** The Company shall pay Service Provider Entity for its Services at the Rates set forth on each Work Order. The Work Order shall be valid for thirty days from the date of the Work Order. If applicable, the Work Order will identify a retainer fee, and, upon acceptance of a Work Order by Company, Company shall pay Service Provider Entity the retainer fee. In addition, Company agrees that if the project identified on a Work Order is cancelled less than 48 hours prior to the scheduled start time, Company will pay Service Provider Entity 5% of the estimated value of the project. This is necessary due to the management and administrative time expended in project preparation.

2.2 **Expenses.** The Company shall reimburse Service Provider Entity for reasonable expenses incurred in connection with the performance of its Services including, but not limited to, travel expenses, transportation expenses, lodging for Service Provider Entity personnel unless provided by Company, and any additional expenses identified in a particular Work Order.

2.3 **Billing and Invoices.** Service Provider Entity shall invoice Company once every seven (7) days for Services performed and any other fees and expenses provided for under this Agreement. Company shall wire transfer the amount of each invoice in full to Service Provider Entity no later than thirty (30) days from the invoice date. The Company shall pay late charges of 2.0% per month and the costs, including reasonable attorneys' fees, of any collection efforts undertaken by Service Provider Entity for payments not received by Service Provider Entity within such thirty (30) day period after the invoice is delivered. **Any applicable taxes will be added to and indicated on all invoices and will be the responsibility of the Company.** The parties agree to devote the necessary resources to resolve any billing issues in a reasonable and expeditious manner.

Company shall provide Service Provider Entity with the accounts payable contact information and the instructions related to the submission process for invoices to include any Purchase Orders.

## ARTICLE III - OPERATIONAL ASPECTS

3.1 **Company Point of Contact/Cooperation.** Company agrees to designate one or more persons as a point of contact (one of whom shall be on duty 24 hours a day, 7 days a week, during the period of performance hereunder), who shall have the authority and be responsible to act for, and make decisions on behalf of, the Company and to coordinate the providing of Services pursuant to this Agreement. The Company shall cooperate with Service Provider Entity in all reasonable respects to assure proper performance of this Agreement and any Work Order.

## ARTICLE IV - INSURANCE

4.1 **Insurance.** Service Provider Entity shall furnish at its expense, and maintain the following insurance coverage's in full force and effect through the Term:

(a) Worker's Compensation Insurance and Employer's Liability Insurance in accordance with applicable requirements.

(b) Commercial General/Professional Liability Insurance with combined single limits of liability of not less than \$1,000,000 for bodily injury and property damage for each occurrence and in the aggregate. Such insurance shall include, but not be limited to, Contractual Liability coverage and coverage for Injury which includes false arrest, wrongful detention or imprisonment, and malicious prosecution.

(c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 combined single limit for bodily injury and property damage claims. Company, rather than Service Provider Entity, shall be responsible for insuring all trucks, vehicles and other equipment that Company provides or obtains for Service Provider Entity or its personnel and shall ensure that Service Provider Entity and its personnel are authorized or permitted users thereof.

All such insurance shall be underwritten by reputable insurance companies and shall contain terms, conditions, exclusions and endorsements which are typical for the industry. Service Provider Entity shall provide proof of such insurance to Company upon Company's reasonable request. Company shall be listed as Additional Insured on the Commercial General Liability Insurance coverage with respect to liability arising out of the Services performed, but only to the extent of damages directly caused by Service Provider Entity. The coverage afforded under all insurance provided hereunder shall be primary coverage with respect to liability arising out of the Services performed, but only to the extent of damages directly caused by Service Provider Entity. To the extent it may do so, Service Provider Entity waives any right of subrogation that insurers may have under this Agreement.

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#### ARTICLE V - INDEMNIFICATION/LIABILITY

5.1 **Indemnification.** The Company shall indemnify and hold harmless Service Provider Entity, its shareholders, agents, employees, officers, directors, representatives, and affiliates from and against any and all losses, liabilities, claims, demands, payments, suits, actions, judgments, assessments, costs or expenses of every nature and description, including without limitation interest, penalties, reasonable attorneys' fees, any and all expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation (the "Damages"), for personal injury (including death) or property damage directly as a result of or directly arising from: (i) any failure by the Company to perform and observe fully all obligations and conditions to be performed or observed by the Company under this Agreement, written direction of Service Provider Entity and/or any Work Orders, or (ii) the negligence, recklessness, or intentional misconduct of the Company or its employees, contractors, or other agents or representatives.

Service Provider Entity shall indemnify and hold harmless Company, its officers, directors, and employees from and against any Damages for personal injury (including death) or property damage directly as a result of or directly arising from which it may suffer, incur, be responsible for or pay out to any person or damage to any property which results from: (i) any failure by Service Provider Entity to perform and observe fully all obligations and conditions to be performed or observed by Service Provider Entity under this Agreement, written direction of the Company agreed to and accepted by Service Provider Entity, and/or any Work Orders, or (ii) the negligence, recklessness, or intentional misconduct of Service Provider Entity in the performance of the Services hereunder. The Company acknowledges and agrees that the presence of Service Provider Entity or any of its employees, contractors, or other agents or other representatives on the Company's property or with a Protectee shall not, by itself, be grounds for establishing Service Provider Entity's negligence, recklessness, or intentional misconduct.

5.2 **Limitation on Liability.** Notwithstanding any provision of this Agreement to the contrary, in any and all events the Service Provider Entities' liability under this Agreement shall not exceed One Million Dollars (\$1,000,000) in the aggregate, unless a greater amount is paid on a claim against the insurance coverage described above, in which case the amount of such insurance proceeds shall be the limit of Service Provider Entities' liability.

5.3 **Waiver of Consequential Damages.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER SIMILAR CLAIMS, LIABILITIES, DAMAGES, ACTIONS, COSTS, OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES.

5.4 **Disclaimer.** Service Provider Entity is not a military force, law enforcement agency, or an insurance company. Neither Service Provider Entity nor any of its owners, directors, officers, employees, or service providers shall be deemed to have insured or guaranteed the personal safety of any individual or the protection of any property of the Company from injury or damage, and the occurrence of any injury or damage shall not, by itself, be grounds for establishing Service Provider Entity's negligence, recklessness, or intentional misconduct under this Agreement. Notwithstanding any other provisions of this Agreement, Service Provider Entity shall not have any liability resulting from any terrorist behavior of any third parties and assumes no responsibility or obligation to provide the Services with respect thereto.

#### ARTICLE VI - TERM

6.1 **Term.** The "Term" of this Agreement shall be from the Effective Date until terminated by either of the parties upon thirty (30) days' written notice. Either party may terminate this Agreement effective five (5) days after written notice of a default is given to the defaulting party by the non-defaulting party so long as the default is not cured within such five (5) day period. Notwithstanding the foregoing, if Service Provider Entity's invoices are not paid when due as set forth in Section 2.3 above, Service Provider Entity shall have the right, in addition to, and without prejudice to, any remedies available at law or equity, to terminate the Agreement and cease providing services upon twenty-four (24) hours written notice to Company. The termination of this Agreement shall not relieve any party of any obligations or liabilities incurred prior to such termination, including amounts payable with respect to indemnification obligations. Upon a termination of this Agreement, Company will be responsible for all fees incurred due to termination of any ongoing Work Order.

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## ARTICLE VII - MISCELLANEOUS

7.1 **Independent Contractor.** The relationship between the parties is that of independent contractors. This Agreement does not establish a partnership, joint venture, or agency between the parties, nor does it create an employer-employee relationship between the Company and any employee of Service Provider Entity. Neither party shall have any authority or power to bind the other party, to create any liability against the other party, or to incur any obligations on behalf of the other party in any way or for any purpose, except as expressly authorized in or pursuant to this Agreement, and neither party shall hold itself out as having any such authority. Each party shall be responsible for payment of all wages, compensation, and benefits to its employees and shall pay and file all payroll taxes for its employees to the extent required by applicable law.

7.2 **Conflicts.** The parties have negotiated and executed this Agreement which contains specific provisions regarding the liability of the parties. Accordingly, nothing in any purchase order, Assignment, Work Order, or any other document, including any indemnification provisions in such documents, shall impose any liability on Service Provider Entity or be deemed to increase, modify, amend, alter or affect the terms of this Agreement with respect to the liability of Service Provider Entity.

7.3 **Notices.** All documents, notices, and communications to be given hereunder or in connection herewith shall be in writing, signed (signing may be by an electronic signature) by the party giving or making the notice or communication and shall be deemed given when: (i) (x) delivered in person or by messenger or (y) sent by facsimile or electronic mail on the date of receipt of a facsimile or electronic mail, provided that the sender can and does provide evidence of successful transmission and that such day is a business day (and if it is not, then on the next succeeding business day) or (z) three (3) business days after being deposited in the United States mail in a sealed envelope with sufficient postage affixed, registered or certified, return receipt requested, and (ii) addressed as set forth below, or to such other addresses or designee(s) as may be hereafter designated by a party after providing written notice thereof to the other party:

If to Service Provider Entity:

15830 Foltz Pkwy.  
Strongsville, Ohio. 44149  
ATTENTION: Eric Miller  
Email Address: emiller@afimacglobal.com

If to Company:

Address: 935 Ramsey Lake Rd,  
Sudbury, Ontario. P3E 2C6  
ATTENTION: Nicole St. Marseille  
Email Address: nstmarseille@laurentian.ca

7.4 **Force Majeure.** Neither party shall be liable for any failure to perform its obligations under this Agreement where such failure is caused by any occurrence, event or other matter which is beyond the control of such party, including, without limitation, court order, order of federal, state or local law enforcement authorities, acts of God, failures or delays in transportation, explosions, sabotage, accidents, riots, civil commotions, acts of war and other similar causes.

7.5 **Amendment.** No amendment or modification of this Agreement shall be valid or binding unless set forth in writing and signed by Company and Service Provider Entity.

7.6 **Covenant Not to Hire.** During the Term and for a period of six (6) months following the termination of this Agreement for any reason, the Company and any of the Company's respective directors, officers, employees, agents, or other representatives, shall not, directly or indirectly, without the prior written consent of Service Provider Entity, (a) induce or encourage any employee of Service Provider Entity to terminate its relationship with Service Provider Entity, or otherwise interfere or attempt to interfere in any way with Service Provider Entity's relationship with its employees, or (b) employ or engage any person who, at any time within the one-year period immediately preceding such employment or engagement, was an employee of Service Provider Entity. Notwithstanding any other provision of this Agreement to the contrary, in the event of a breach of this Section 7.6 by the Company, the parties acknowledge and agree that the damages suffered by Service Provider Entity will be difficult to ascertain and that the Company shall pay to Service Provider Entity, as a reasonable estimate of such damages based on good faith efforts of the parties, and not as a penalty, liquidated damages in an amount of \$50,000.

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7.7 **Intellectual Property.** “Intellectual Property” means any patent, work of authorship (including copyrights, copyright applications and copyright registrations), design right, goodwill, rights to inventions, know how, techniques, trade secrets, confidential information, trademark, trade name, service mark, database right or other intellectual property right subsisting anywhere in the world, whether registered or unregistered, and including applications, divisions, continuations, renewals, reissues and extensions for any of the foregoing. Company acknowledges that absent an express licence or grant from Service Provider Entity, Company shall have no rights with respect of any Intellectual Property which may exist in any Service Provider Entity services or products, or the goodwill associated therewith, and Company hereby acknowledges that it shall not acquire or claim any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested solely in Service Provider Entity or its Affiliates, or both.

7.8 **Entire Agreement/Severability.** This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. There are no representations, agreements, arrangements or understandings, oral or written, among the parties relating to the subject of this Agreement that are not fully expressed herein. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the invalid provision.

7.9 **Third Party Beneficiaries.** This Agreement has been entered into for the sole benefit of the Company and Service Provider Entity and those protected by the indemnification provisions set forth above. It is not intended to benefit, or create any rights whatsoever in favor of, or duties to any persons, other than Company, Service Provider Entity and those specified indemnities.

7.10 **Attorneys’ Fees.** If either party breaches any of the terms of this Agreement, then that party shall pay to the non-defaulting party all of the non-defaulting party’s costs and expenses, including reasonable attorneys’ fees, and any other such legal fees and expenses, incurred in enforcing the terms of this Agreement.

7.11 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to principles of conflicts of laws. The parties hereby irrevocably submit themselves to the exclusive jurisdiction of the local and federal courts located in the Province of Ontario for the purposes of any suit, action or other proceeding arising out of this Agreement. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the local or federal courts located in the Province of Ontario and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in such court has been brought in an inconvenient forum. THE PARTIES HERETO EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY AND ALL SUCH CLAIMS AND CAUSES OF ACTION.

7.12 **Time.** Time is of the essence of all provisions of this Agreement. Unless otherwise indicated, all days shall be calendar days.

7.13 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be treated as originals for all purposes, and all so executed shall constitute one agreement, binding on all of the parties hereto, and notwithstanding that all the parties are not signatory to the original or the same counterpart.

7.14 **Remedies.** All rights and remedies of each party under this Agreement shall be cumulative and in addition to all other rights and remedies which may be available to that party from time to time, whether under any other agreement, at law, or in equity.

7.15 **Survival.** The Company’s obligations under Sections 2.3, 5.1, 7.6, and 7.11 shall survive termination of this Agreement.

7.16 **Successors.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the parties and their respective successors and assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be transferred or assigned by the Company without the prior written consent of Service Provider Entity.

7.17 **No Waiver.** The failure of either party to exercise or enforce any right conferred upon that party under this Agreement shall not be deemed to be a waiver of that right or operate to bar the exercise or enforcement of that right at any time or times thereafter. No custom or practice of the parties at variance with any provision of this Agreement shall affect or constitute a waiver of either party’s right to demand strict compliance with all provisions of this Agreement.

7.17 **Dispute Resolution.** If any dispute shall arise between the parties in connection with this Agreement, the parties shall promptly attempt in good faith to settle the same by negotiation. The Company shall give Service Provider Entity written notice of its intent to exercise its rights under this Section 7.17 at least thirty (30) days prior to initiating any legal action. At any time, and at Service Provider Entity’s election, the

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parties shall participate in mediation under the rules of the American Arbitration Association. The costs of the mediation shall be borne equally by the parties, and such costs shall not be recoverable by either party under any other provision of this agreement.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed in their corporate names as of the day and year first hereinabove written.

**AFIMAC Canada Inc.**

**Laurentian University**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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



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**WORK ORDER:**

**CLIENT: Laurentian University**

This Work Order between AFIMAC Canada, Inc. ("AFIMAC") and Laurentian University ("Client"), constitutes the agreement that governs the performance of the services described herein.

**SERVICES TO BE PERFORMED:** AFIMAC agrees to perform the services as described below (Description of Project Services):

Labour Disruption Services –

*The number of personnel and equipment must be finalized once a no-board has been provided. Numbers can be decreased. Any increase in numbers must be captured at the time a no board report has been filed. Based on current market conditions for staff and equipment we need to ensure your needs have been identified once a no board has been filed to ensure we are able to respond as needed.*

**COMPENSATION:**

**AFIMAC SECURITY PERSONNEL – RATES**

**Security = All Rates Include Overtime**

Senior Project Coordinator.....	\$55.00 per hour
Supervisors.....	\$50.00 per hour
Evidence Handlers.....	\$50.00 per hour
Injunction Investigator.....	\$45.00 per hour
Security Guard.....	\$35.00 per hour
Close Protection Agent.....	\$85.00 per hour

***There is an 12 hour daily minimum fee charged on all of the above personnel.***

**TRANSPORTATION – RATES**

**Drivers – by license classifications = All Rates Include Overtime**

AZ Driver.....	\$99.00 per hour
Bus / Passenger Van Driver.....	\$58.00 per hour

*The availability of drivers will be determined at the time, notice to deploy has been provided. Client may wish to secure drivers in advance once you have received a no board report*

***There is a 12 hour daily minimum fee charged on all of the above personnel.***

**Standard Vehicles = Includes Insurance and Administration Fee**

Passenger Van (Approximately \$350 per day).....	\$actual cost plus admin fee
Security Vehicles.....	\$150.00 plus admin fee

**Heavy Duty Vehicles**

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Coach Bus (Approximately \$3400 per day) .....	\$actual cost plus admin fee
Tractor Unit (Approximately \$450 per day) .....	\$actual cost plus admin fee
Trailer Unit (Approximately \$250 per day) .....	\$actual cost plus admin fee

**There is a two-day minimum charge on all vehicles. Heavy duty vehicles are subject to a mileage charge of 40¢ per kilometer of travel.**

*Pricing will be at actual cost plus the admin fee. Availability of vans, tractors or coach buses will be determining at the time, notice to deploy has been provided. If you wish you can secure vehicles in advance once you have received a no board report.*

Fuel, Parking fees and related expenses will be charged at actual cost plus 12% administration fee.

**EQUIPMENT – RATES**

Radios:

2-way encrypted and air time .....	\$ 24.00 per day
Video Cameras .....	<b>NO CHARGE</b>
Video Transfer Equipment.....	<b>NO CHARGE</b>
Night Vision Equipment/Spotlights.....	<b>NO CHARGE</b>
Video Tapes/SD Cards .....	\$ 14.00 per item

**OVERTIME**

**1. AFIMAC Security Personnel**

**Overtime: No overtime shall be charged for AFIMAC security personnel**

**Statutory Holidays**

Rates will be billed at 2.5 times the regular billing rate for all personnel for all applicable Statutory Provincial or Federal holidays.

**2. Transport Workers**

**Overtime: No overtime shall be charged for transport drivers.**

**Statutory Holidays**

Rates will be billed at 2.5 times the regular billing rate for all personnel for all applicable Statutory Provincial or Federal holidays.

**MISCELLANEOUS CHARGES**

**1. Air Fare**

If personnel are reasonably required to travel to and from the Project site by air, the Client will pay for a round trip economy ticket at the \*Actual Cost.

**Stand Ready.**



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**2. Travel Time**

A travel time charge of \$100 will be billed for staff to travel to and from the project site(s). This applies to deployment and end of deployment.

**3. Videotape/SD Card Storage**

Upon completion of the Project, the Client may request that AFIMAC store all Project related videotapes in AFIMAC's facility for up to four years at the rate of \$7.00 per tape per year.

**4. Expenses**

The Client will be charged at actual cost plus 12% administration fee. Client must approve.

**5. Lodging**

AFIMAC personnel residing more than one hour from the project site will require lodging. Room usage is based on double occupancy. Client will be invoiced actual cost plus 12% admin fee.

**6. Meals**

A \$40 per day per person meal allowance will be applicable and will be charged to the client.

**NOTIFICATION AND STANDBY**

- AFIMAC requires 72 hours notification to assemble and position all personnel, equipment and vehicles assigned to this project in advance of deployment.
- After notification, should AFIMAC's services be cancelled a minimum 2 days billing applies.

Fees: Client will pay AFIMAC for services rendered upon satisfactory completion and/or delivery of the services and deliverables (if any), based on the following terms:

Taxes: Legally required sales, use, property value-added (VAT) or other taxes are non-inclusive of the above rates.

For Canadian Payment	For USD Payment
Company Name: AFIMAC Tax ID #: 100028026 Remit to Address: 100 Stone Road West Unit 205 Guelph, ON N1G-5L3 Bank Name: BMO Bank of Montreal Bank Address: 56 Queen St. E, Brampton, ON L6V 4M8 Transit #: 001-23152 Account # 23152 001 -1041987 Type: Checking Email: <a href="mailto:arafimac@afimaccon.com">arafimac@afimaccon.com</a>	Beneficiary Bank: Bank of Montreal (no address required) Swift Code: BOFMCAM2. Beneficiary: 4-digit Transit# and 7-digit Account #. Full Name of Beneficiary (as it appears in their BMO bank account). Intermediary Bank: Wells Fargo Bank (FKA Wachovia Bank) (no address required) ABA #: 026005092 Swift Code: PNBPU33NNYC Email: <a href="mailto:arafimac@afimaccon.com">arafimac@afimaccon.com</a>

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**Client Contact – Corporate Location**

If the address is the same as above, please check the box

Client Contact	Miranda Soucie
Title	Office Manager of Campus Safety
Address	935 Ramsey Lake Rd, Sudbury, ON, P3E 2C6
Phone Number	705-626-6450
Email	msoucie@laurentian.ca

**Billing Location**

If the address is the same as above, please check the box

Billing Address	
City	
Province	
Postal Code	

**Tax Exempt**

Are you tax exempt	Yes		No	
--------------------	-----	--	----	--

If yes please provide tax exempt certificate or direct pay permit #

**Accounts Payable Information**

If the file is sensitive and no one other than the client contact is to be contacted.

Please check the box.

Contact Name	
--------------	--

**Stand Ready.**



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Phone Number		
Email		
Payment Method	ACH <input checked="" type="checkbox"/>	Wire <input type="checkbox"/>

**Payments Are Issued From – Check One**

The billing location	<input checked="" type="checkbox"/>
The corporate location	<input type="checkbox"/>
A third-party organization	<input type="checkbox"/>
Other	<input type="checkbox"/>

Name of Organization: if other – please list

Laurentian University
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Are purchase orders required within the organization?  Yes  No

**\*Please send all Purchase Order documents to [PO@afimacglobal.com](mailto:PO@afimacglobal.com) or via fax (440) 878-7673**