



CONTRACT FOR SERVICE OR WORK  
CONTRAT POUR SERVICE OU TRAVAUX

Contract No. Numéro de Contrat  
KE145-2-0327

CORRESPONDENCE AND INVOICES MUST SHOW THESE NUMBERS  
Numéros à indiquer sur lettres et factures

ESP. CENTER Cent. de resp.	PROG. ACT. Prog./Act.	COST CODE Code du coût	AUTHORITY Autorité	LINE OBJECT Art. d'exéc.
1930	8520	00000	101	1102

GENERAL DESCRIPTION OF WORK OR SERVICE - Description général des travaux ou service

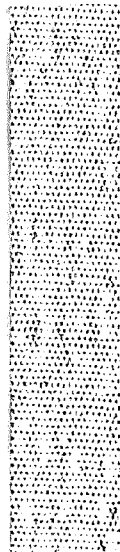
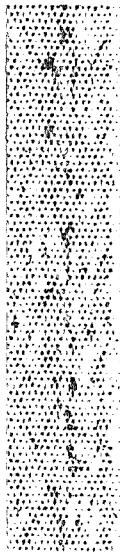
Prepare paper entitled "Preview Paper on Hazardous Waste Law and Policy in Canada"

I/we hereby offer to supply the materials and perform the work or service referred to hereunder on the covenants and agreements contained hereunder on the attached general terms and conditions sheet

Par les présentes j'offre (nous offrons) de fournir le matériel et d'exécuter les travaux ou les services mentionnés ci-dessous conformément aux stipulations indiquées aux termes et conditions ci-dessous.

DUTIES:

- Review of Legislation and Regulations- This task will require identification, description and evaluation of relevant statutes and regulations in terms of statute purpose, body responsible for administration and enforcement, subject matter and areas covered, key provisions and prohibitions, specific areas covered by regulation and other principle features where applicable. The identification, description and evaluation of non-statutory programmes, policies and guidelines will also be undertaken because of their often crucial interface with legislated requirements. It is anticipated that appropriate federal and provincial agencies will provide assistance and amplification of their programmes where necessary.
- Review of Case Law and Enforcement- Judicial and quasi-judicial interpretation of key provisions of relevant statutes and regulations is necessary to flesh out the development of the regulatory scheme in meeting goals and objectives set out or intended by the legislation. This aspect will require normal library research in appropriate case and statute citators, administrative and legislative hearing debates/transcripts as well as selected interviews with government and non-government representatives.
- Review of Scholarly Research- This task will require identification, description and evaluation of the salient views of scholarly opinion in journals, treatises, etc., on the state of legislative/regulatory control action with respect to hazardous waste. Where possible, selected interviews with specialists will be conducted.
- Review of Selected Comparative and International Programmes- This task will identify, describe and evaluate key international agreements and comparable national hazardous waste management programmes for insights they may be able to provide in the improvement of Canadian federal and provincial initiatives.



- Preliminary Draft- This task will require assimilation of material obtained under the above enumerated tasks. This preliminary draft will be circulated to those participants in the Roundtable Discussions who are preparing lead-off papers, as well as to appropriate reviewers.
- Revision and Final Draft- This task will require reception of comments from those to whom the preliminary draft was circulated, and revision of the preliminary draft as appropriate in accordance with these comments.

COST:

- Author's fee - 6 weeks at \$500.00 per week  
Secretarys' fee - 2 weeks at \$300.00 per week  
Operating Expenses - will be re-imbursed upon presentation of receipts - Total not to exceed \$605.10 as per attached specifications.
- Administration and Contract Management Fee as per attached specifications - ~~\$841.02.~~ <sup>\$794.90 J.C.</sup> *J.C.*

ALL TRAVEL WILL BE IN ACCORDANCE WITH THE GOVERNMENT TRAVEL REGULATIONS

TOTAL CONTRACT NOT TO EXCEED \$5,000.00.

PERIOD OF CONTRACT:

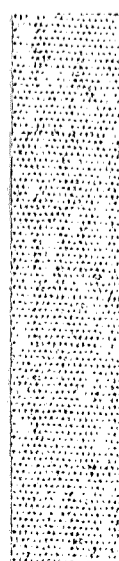
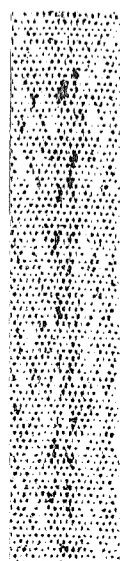
From the date of signing to October 31, 1982.

PROJECT AUTHORITY:

Mr. V. Niemela  
Environment Canada,  
Director, Waste Management Branch  
351 St. Joseph Blvd.,  
Ottawa, Ont. K1A 1C8

LIMITATION OF EXPENDITURE:

Her Majesty's liability to you under this contract shall not exceed \$5,000.00. unless otherwise authorized in writing by the Minister. You are not obliged to perform any work or services or supply any articles which would cause the total liability of Her Majesty to exceed the said sum, unless an increase is so authorized. If at any time you consider that the said sum may be exceeded, you shall promptly notify this Department so that the Minister may, in his discretion, authorize an increase.



INSPECTION:

The services provided are subject to the inspection and acceptance of the Project/Inspection Authority.

OWNERSHIP OF DESIGNS, REPORTS, TEXTS, ETC.:

All designs, technical reports, texts, case histories, schedules, and the like, produced by the Contractor in the performance of the work shall vest in and remain the property of Her Majesty, and all other property produced or acquired by the Contractor in any manner in connection with the work and the cost of which is paid by Her Majesty shall vest in and remain the property of Her Majesty and the Contractor shall account fully to the Minister in respect of the foregoing as directed.

PERSONAL INJURIES:

It is understood and agreed by the parties hereto that Her Majesty will not be liable for claims in respect to death, illness, injury or disability which may be suffered by the Contractor in carrying out the work as defined herein, and the Contractor agrees not to make any claims against Her Majesty in respect of any of the foregoing contingencies.

PROVINCIAL SALES TAX:

Provincial ad valorem sales taxes are not chargeable to this contract under the following licence numbers as applicable:

Newfoundland	32243-0-09
Prince Edward Island	OP-10000-250
Nova Scotia	U84-00-03172-3
New Brunswick	P87-60-01648
Quebec	Q-398-SS-3921-1-P
Ontario	11708174G



In all other provinces, provincial ad valorem sales taxes are not applicable.

This clause only absolves the contractor from collecting provincial tax on goods and services sold to the federal government. This clause does not absolve the contractor from paying provincial sales tax incurred in the procurement of goods and services, by the contractor, in the performance of the contract. You will not be reimbursed for provincial sales tax for which you should have obtained an exemption from the appropriate revenue authority.

THE MAXIMUM AMOUNT PAYABLE UNDER THIS CONTRACT SHALL NOT EXCEED |  
LE PAIEMENT MAXIMUM EXIGIBLE AUX TERMES DU PRESENT CONTRAT NE | \$ 5,000.00  
DEPASSERA PAS |

*Joe Castelli*

*16 July 1982*

*Chris Bousie*

SIGNATURE OF CONTRACTOR - Signature de l'entrepreneur

DATE

WITNESS - Témoin

NAME AND ADDRESS OF CONTRACTOR      NOM ET ADRESSE DE L'ENTREPRENEUR      ACCEPTED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA THIS      OFFRE ACCEPTEE AU NOM DE MAJESTE DU CHEF DU CANADA CE

Canadian Environmental  
Law Research Foundation,  
(CELRF)  
8 York St., 5 Floor South,  
Toronto, Ontario.  
M5J 1RR

*16th*

DAY OF  
JOUR DE

*July*

19*82*

*Director, Water Resources Branch*

TITLE - TITRE

*[Signature]*

SIGNATURE



GENERAL TERMS AND CONDITIONS

It is understood and agreed that the following general terms and conditions insofar as they are not at variance with any specific terms outlined in the preceding clauses, shall apply to and form part of this contract.

- (a) All work, services, etc., provided by the Contractor under the terms and conditions of this contract are subject to the approval and acceptance of the Project Officer, who may reject such items in their entirety or require changes and modifications to be made.
- (b) The Project Officer is responsible for all matters concerning the scientific and technological content of the work under this contract. Any proposed changes to the scope of the work may be discussed with the Project Officer but any resultant changes can only be authorized by a contract amendment issued by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of this contract based on verbal or written request or instructions from any government personnel other than the Contracting Authority or his agent.
- (c) The Contractor will indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to the activities of the Contractor under this contract.
- (d) The Contractor shall not arrange or incur any expenditures on behalf of the Department of the Environment without prior authorization, in writing, by the Contracting Authority or his agent.
- (e) Notwithstanding the period of the contract set out in the contract herein, this contract may be terminated at any time and for any reason whatsoever upon prior written notice being given by the Contracting Authority or his agent to the Contractor or by the Contractor to the Contracting Authority, in which event the Contractor shall have no claim whatsoever against Her Majesty except to be paid in accordance with the terms of the contract, up to and including the date of termination, for the work performed up to the time of termination, less any sums therefore paid on account of such work.
- (f) The Contractor will act as an independent Contractor and no employer-employee relationship between Her Majesty and the Contractor exists or is contemplated by this contract.
- (g) The Contractor is responsible for making direct and orderly payments to the Taxation Division of the Department of National Revenue any and all amounts which may become due for self-employed contributions to the Canada Pension Plan and for Income Tax payable for earnings under this contract.
- (h) The Contractor is responsible for orderly payments of any Unemployment Insurance Commission premiums to the Receiver General for any such expenses that may be assessed due to payments made under this contract.
- (i) The Contractor will comply with all regulations of the Workmen's Compensation Board, within the area where services described under this contract are undertaken. Any charges incurred for payment under the Workmen's Compensation Board Act are the responsibility of the Contractor.
- (j) The Contractor will not, under any circumstances, release to any person, persons, news media or other media, information relevant to the Department of the Environment without prior consent, in writing, from the Contracting Authority.
- (k) No member of the House of Commons shall be admitted to any share or part of this contract or any benefit arising therefrom.
- (l) The Contractor shall keep proper accounts and records of the cost to the Contractor of the work and of all expenditures or commitments made by the Contractor in connection therewith and the invoices, receipts and vouchers relating thereto. Such account, records, invoices, receipts and vouchers shall at all times be open to audit and inspection by the authorized representatives of the Minister (who may make copies thereof and take extracts therefrom) and the Contractor shall afford all facilities for such audits and inspections and shall furnish the Minister and his authorized representatives with all such information as he or they may from time to time require with reference to such accounts, records, invoices, receipts and vouchers. The Contractor shall not, without the consent of the Minister, dispose of any such accounts, records, invoices, receipts and vouchers, but shall preserve and keep the same available for audit and inspection at any time.

*Joe Castelli*

Signature of Contractor

Date

*16 July 1987*