

## **CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

between

**RYERSON INTERNATIONAL (RI)**

Ryerson Polytechnic University

350 Victoria Street

Toronto, Ontario

M5B 2K3

Telephone: (416) 979-5026

Fax: (416) 979-5352

and

**Name:** Dr. Gerry Schneider

**Address:**

**Tel:**

**Fax:**

## **I BACKGROUND**

- Whereas for the consideration herein stipulated, the consultant has agreed to provide Ryerson International (RI) with the services described in this contract and the parties hereto have agreed to be bound by the terms and conditions herein contained.
- This contract involves professional consulting services by the Canadian consultant to RI, the project implementation unit responsible for the management of a project of institutional Development and Capacity Building between Suranaree University of Technology, (SUT), Thailand and Canadian Universities Technology Consortium, (CUTC), Canada.
- The contract services are an integral part of the project activities which involve the provision of Canadian support for the strengthening of the academic and administrative departments at SUT.
- The project activities involve the provision of medium-term consultancies and technical assistance by Canadian consultants in the provision of customized training for faculty and staff in Canada; the preparation and delivery of seminars and workshops in Thailand.

## **II ARTICLES OF THE AGREEMENT**

### **Article 1: Scope of Work**

It is agreed that the duties, responsibilities, and obligations of the consultant will be carried out according to the Terms of Reference (TOR) outlined in Appendix A. The TOR may not accurately reflect the particular situation as it becomes evident on site and, if required, the consultant agrees to restructure and revise activities to respond to the identified needs in the field.

### **Article 2: Period of Service**

The terms of this contract will be from *July 8 to September 6, 1996* unless terminated prior to that date pursuant to articles 11 and 12.

### **Article 3: Payment Schedule**

Payment for consultant services will be made in accordance with the terms and conditions outlined in Appendix B.

**Article 4: Transportation and Accommodation**

Ryerson International (RI) will pay the costs of transportation and accommodation according to the funding agreement between the ARA Consulting Inc. and Ryerson Polytechnic University for the implementation of the project.

**Article 5: Liability**

The consultant agrees to save RI harmless against claims related to death, disease, illness, injury or disability suffered by the consultant or by dependants arising out of, or attributable to the performance of services under this contract or to conditions encountered during the period of the service of the consultant.

**Article 6: Confidentiality and Diplomacy**

The consultant agrees that, during the period of service and for a further period of 12 months, the individual and/or dependants shall not issue any written material or express publicly and personal opinions concerning the consultant's service under this contract, except with the prior approval of RI.

**Article 7: Conflict of Interest**

Except to the extent required for the performance of services described herein, the consultant shall not engage directly or indirectly in any political, business, professional or occupational activity in the host country during the period of service, unless otherwise agreed to by RI. In particular, the consultant shall not make any loans or invest in any business in the host country.

**Article 8: Debts Left in Host Country**

The consultant or any dependants shall not have any outstanding indebtedness in the host country during or upon termination of the period of service. If at the end of the said period of service, RI determines that a debt has been incurred and remains unpaid by the said consultant, RI, may elect to pay on behalf of the consultant, outstanding debt and any cost pursuant thereto. In the event that RI elects to pursue that option of payment of said outstanding debt, RI may in its own discretion, pursue an action in the Province of Ontario. The consultant agrees that RI's payment of said outstanding debt shall be considered proof that said debt was outstanding, unpaid and incurred by the consultant. The consultant agrees to reimburse RI for the payment made on his/her behalf with respect to the payment of debt of any costs pursuant thereto.

**Article 9: Waiver**

No condition of covenant of this contract may be waived by the consultant except with the written consent of RI. Any tolerance or indulgence of RI in any regard whatsoever shall not constitute a waiver of any condition or covenant of this contract.

**Article 10: Termination for Cause**

Any misconduct, negligence, abandonment of this assignment or non-compliance with any of the terms and conditions of this contract by the consultant shall constitute grounds for the

immediate termination of this contract by RI. In such case, all payments to or on behalf of the consultant shall stop as of the date of termination, unless otherwise agreed to in writing by RI.

**Article 11: Termination for Convenience**

Both parties in this agreement may, without cause as specified in Article 11, at any time, by notice in writing terminate this contract. In such case, the consultant shall be entitled to all payments required to be made in accordance with Articles 2 and 3 for the period of which services were performed until the date of termination mentioned in the notice.

**Article 12: Force Majeure**

This contract shall not render RI liable to any damages or loss of any kind sustained by the consultant or his/her family as a result of war, invasion, act of foreign enemies, national or civil hostilities, civil war or riots, rebellion, terrorism, revolution, insurrection or natural disasters such as explosions, hurricanes, floods, earthquake, fire etc.

**Article 13: Governing Law**

This contract shall be governed by and interpreted in accordance with the laws of the Government of Canada and the Province of Ontario.

**Article 14: Assignment and Subcontracting**

This contract shall not be assigned or performed in whole or part by any person or persons other than the consultant, except with formal approval from RI.

**III SIGNATURES:**

We, the undersigned accept the articles described in Section II and the associated terms of reference and/or Appendices as described herein, as the basis of this contractual agreement:

\_\_\_\_\_  
Dr. Gerry Schneider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Sam Mikhail  
Director Ryerson International

\_\_\_\_\_  
Date

\_\_\_\_\_  
Suranaree University of Technology

\_\_\_\_\_  
Date

## APPENDIX A

### ACTIVITIES TERMS OF REFERENCE

1.    **Assignment:**                               To deliver the following two courses:
  - . Fundamentals of Mechanical Engineering
  - . Engineering Graphics I
2.    **Duration of Assignment:**       July 15 to August 30, 1996
3.    **Location:**                               Suranaree University of Technology  
                                                         Khorat, Thailand
4.    **Background:**  
      Both courses are implemented in the curriculum of the third semester SUT International Undergraduate Program (IUP), for Mechanical Engineering students.
5.    **Details of the Assignment:**
  - a)    To deliver two seven (7) week courses as follows:
    - Fundamentals of Mechanical Engineering*  
previously referred to as MEC126 Scientific Principles of Mechanical Engineering, and should involve four (4) hours of lectures and four (4) student hours of a combination of project preparation, construction, testing and laboratory preparation, participation analysis and write-up work on average per week.
    - Engineering Graphics I*  
previously referred to as MEC170, Engineering Graphics, and should include two (2) hours of lectures and approximately four (4) student hours of laboratory work on average per week.
  - b)    Student assessments and a final exam are to be administered in both courses.
  - c)    During this period the consultant will also advise SUT faculty as required on curriculum matters related to both courses.
  - d)    Within two (2) weeks of return from the assignment the consultant is to provide RI with a brief activity report.

## APPENDIX B FINANCIAL TERMS OF REFERENCE

### ***Travel Costs***

- . International travel between the consultant's residence and Bangkok, Thailand return will be provided by RI. The ticket will be a full fare economy class ticket which is not to exceed \$3,400 Canadian including stopover expenses both ways.
- . Travel within Thailand including accommodation as required, will be provided by SUT in the form of \$500 cash on arrival at SUT.

### ***Accommodation***

- . Accommodation will be provided by SUT at the university's faculty residence, including furniture, linen (including sheets, towels, dishcloths and dish towels), kitchen appliances, laundry appliances, radio, TV, phone and computer.

### ***Per diem and Consulting Fees***

- . Per diem                      \$250. Canadian per week for a total of seven (7) weeks to be paid by SUT on a bi-weekly basis along with the consulting fee. The first instalment will be paid on arrival.
- . Consulting Fees            \$14,500 Canadian to be shared by RI and SUT as follows:
  - SUT    -        \$8,500. Canadian to be paid on an equal bi-weekly basis (3 x \$2,833).
  - RI      -        \$6,000. on completion of the assignment and receipt of the required report.

### ***Local Transportation***

A vehicle suitable for use by the consultant for local travel will be available to the consultant (at the rate of \_\_\_\_\_)

### ***Office***

An office will be made available to the consultant including desk, chair, stationary supplies, computer and printer. Access to the Internet/WWW and e-mail will be provided.

### ***Secretarial Support***

Secretarial support will be provided for the consultant for the delivery of the above courses, including copying of course notes, etc, as required and other profession-related correspondence.

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between

**RYERSON INTERNATIONAL (RI)**

Ryerson Polytechnic University

350 Victoria Street

Toronto, Ontario

M5B 2K3

Telephone: (416) 979-5026

Fax: (416) 979-5352

and

**Name:** Professor David McKay

**Fax:** (902) 455-6009

## **I BACKGROUND**

- Whereas for the consideration herein stipulated, the consultant has agreed to provide Ryerson International (RI) with the services described in this contract and the parties hereto have agreed to be bound by the terms and conditions herein contained.
- This contract involves professional consulting services by the Canadian consultant to RI, the project implementation unit responsible for the management of a project of institutional Development and Capacity Building between Suranaree University of Technology, (SUT), Thailand and Canadian Universities Technology Consortium, (CUTC), Canada.
- The contract services are an integral part of the project activities which involve the provision of Canadian support for the strengthening of the academic and administrative departments at SUT.
- The project activities involve the provision of medium-term consultancies and technical assistance by Canadian consultants in the provision of customized training for faculty and staff in Canada; the preparation and delivery of seminars and workshops in Thailand.

## **II ARTICLES OF THE AGREEMENT**

### **Article 1: Scope of Work**

It is agreed that the duties, responsibilities, and obligations of the consultant will be carried out according to the Terms of Reference (TOR) outlined in Appendix A. The TOR may not accurately reflect the particular situation as it becomes evident on site, and if required, the consultant agrees to restructure and revise activities to respond to the identified needs in the field.

### **Article 2: Period of Service**

The terms of this contract will be from *May 21 to July 27, 1996* unless terminated prior to that date pursuant to articles 11 and 12.

### **Article 3: Payment Schedule**

Payment for consultant services will be made in accordance with the terms and conditions outlined in Appendix B.

### **Article 4: Transportation and Accommodation**

Ryerson International (RI) will pay the costs of transportation and accommodation according to the funding agreement between the ARA Consulting Inc. and Ryerson Polytechnic University for the implementation of the project.

**Article 5: Liability**

The consultant agrees to save RI harmless against claims related to death, disease, illness, injury or disability suffered by the consultant or by dependants arising out of, or attributable to the performance of services under this contract or to conditions encountered during the period of the service of the consultant.

**Article 6: Confidentiality and Diplomacy**

The consultant agrees that, during the period of service and for a further period of 12 months, the individual and/or dependants shall not issue any written material or express publicly and personal opinions concerning the consultant's service under this contract, except with the prior approval of RI.

**Article 7: Conflict of Interest**

Except to the extent required for the performance of services described herein, the consultant shall not engage directly or indirectly in any political, business, professional or occupational activity in the host country during the period of service, unless otherwise agreed to by RI. In particular, the consultant shall not make any loans or invest in any business in the host country.

**Article 8: Debts Left in Host Country**

The consultant or any dependants shall not have any outstanding indebtedness in the host country during or upon termination of the period of service. If at the end of the said period of service, RI determines that a debt has been incurred and remains unpaid by the said consultant, RI may elect to pay on behalf of the consultant, outstanding debt and any cost pursuant thereto. In the event that RI elects to pursue that option of payment of said outstanding debt, RI may in its own discretion, pursue an action in the Province of Ontario. The consultant agrees that RI's payment of said outstanding debt shall be considered proof that said debt was outstanding, unpaid and incurred by the consultant. The consultant agrees to reimburse RI for the payment made on his/her behalf with respect to the payment of debt of any costs pursuant thereto.

**Article 9: Waiver**

No condition of covenant of this contract may be waived by the consultant except with the written consent of RI. Any tolerance or indulgence of RI in any regard whatsoever shall not constitute a waiver of any condition or covenant of this contract.

**Article 10: Termination for Cause**

Any misconduct, negligence, abandonment of this assignment or non-compliance with any of the terms and conditions of this contract by the consultant shall constitute grounds for the immediate termination of this contract by RI. In such case, all payments to or on behalf of the consultant shall stop as of the date of termination, unless otherwise agreed to in writing by RI.

**Article 11: Termination for Convenience**

Both parties in this agreement may, without cause as specified in Article 11, at any time, by notice in writing terminate this contract. In such case, the consultant shall be entitled to all

payments required to be made in accordance with Articles 2 and 3 for the period of which services were performed until the date of termination mentioned in the notice.

**Article 12: Force Majeure**

This contract shall not render RI liable to any damages or loss of any kind sustained by the consultant or his/her family as a result of war, invasion, act of foreign enemies, national or civil hostilities, civil war or riots, rebellion, terrorism, revolution, insurrection or natural disasters such as explosions, hurricanes, floods, earthquake, fire etc.

**Article 13: Governing Law**

This contract shall be governed by and interpreted in accordance with the laws of the Government of Canada and the Province of Ontario.

**Article 14: Assignment and Subcontracting**

This contract shall not be assigned or performed in whole or part by any person or persons other than the consultant, except with formal approval from RI.

**III SIGNATURES:**

We, the undersigned accept the articles described in Section II and the associated terms of reference and/or Appendices as described herein, as the basis of this contractual agreement:

-----  
Prof David McKay Consultant  
Technical University of Nova Scotia

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Date

-----  
Dr. Sam Mikhail  
Director Ryerson International

-----  
Date

-----  
Suranaree University of Technology

-----  
Date

## APPENDIX A ACTIVITIES TERMS OF REFERENCE

1. **Assignment:** To develop and deliver the following two (2) courses to be delivered in parallel, within a seven (7) week period :  
*Engineering Practice, Ethics and Technical Communication.*  
*English as a Second Language (ESL) 300 (or equivalent commitment in consultation with SUT)*
2. **Duration of Assignment:** May 27 - July 13, 1996
3. **Location:** Suranaree University of Technology  
Khorat, Thailand
4. **Background:**  
Both courses are implemented in the curriculum of the third semester SUT International Undergraduate Program (IUP), for Mechanical Engineering students.
5. **Details of the Assignment:**
  - a) To develop and deliver two seven (7) week courses as follows:  
*Engineering Practice, Ethics and Technical Communication*  
previously referred to as CST100 and should involve four (4) hours of lectures per week.  
  
*ESL 300 (or equivalent commitment in consultation with SUT)*  
The course outline is to be provided by Prof. R. Burgess, SUT and should include six (6) hours of lectures per week.
  - b) Student assessments and a final exam are to be administered in both courses.
  - c) During this period the consultant will also advise SUT faculty on curriculum development.
  - d) Within two (2) weeks of the assignment the consultant is to provide RI with a brief activity report.

## APPENDIX B FINANCIAL TERMS OF REFERENCE

### ***Travel Costs***

Domestic travel from Halifax to Toronto return and international travel between Toronto, Canada and Bangkok, Thailand return will be provided by RI. The ticket will be a full fare economy class ticket which is not to exceed \$4,300 Canadian. Travel within Thailand will be provided by SUT.

### ***Accommodation***

Family accommodation will be provided by SUT at the university's faculty residence.

### ***Perdiem and Consulting Fees***

Perdiem	\$250. Canadian per week for a total of seven (7) weeks to be paid by SUT on a bi-weekly basis along with the consulting fee.
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Consulting Fees	\$11,000. Canadian to be shared by RI and SUT as follows:
SUT -	\$8,000. Canadian to be paid on an equal bi-weekly basis (3 x \$2, 667).
RI -	\$3,000. on completion of the assignment and receipt of the required report.