



## **RIGHT TO PLAY CONSULTANT AGREEMENT**

THIS AGREEMENT is made this 22<sup>nd</sup> day of February, 2017

**BETWEEN:**

**Right To Play International**

**(hereinafter called "Right To Play", "RTP" or the  
"Organization")**

**OF THE FIRST PART**

**- and -**

**TREEANGLES LTD represented by Dr Karim Sahyoun,  
(Director and Lead Consultant)**

**(hereinafter called the "Consultant")**

**OF THE SECOND PART**

## **WHEREAS**

Right To Play requires the services of a Consultant to support the overall baseline design, planning and delivery process for the NORAD baseline study. The first phase of the evaluation will include the development of a detailed work plan and a review of all critical documents, including project logic models, performance measurement frameworks and activity plans. Additionally, the consultant will co-lead on examining and refining key performance indicators and on tool development for the baseline evaluation, including both quantitative and qualitative tools.

**AND WHEREAS** the Consultant has agreed to provide such services on and subject to the terms and conditions hereinafter contained;

**NOW THEREFORE** in consideration of the premises set forth above and the covenants and promises herein made by the Consultant to Right To Play and of the other mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

### **ARTICLE 1** **SERVICES**

1.1 The Consultant agrees to perform for Right To Play the consulting services described in the document attached as Appendix "A" of this Agreement (the "Services"). The Consultant may perform services for third parties, provided that such services do not conflict with, or detract from Consultant's performance of the Services.

1.2 The Consultant and the Organization acknowledge and agree that: (a) the relationship between the Organization and the Consultant is that of independent contractors; (b) the Organization and the Consultant are not partners or joint venturers with each other; and (c) the Consultant is not an employee or agent of the Organization. Nothing in this Agreement will be construed so as to make the Organization and the Consultant partners or joint venturers, or to make the Consultant an employee or agent of the Organization.

1.3 The Consultant acknowledges and agrees having received a copy of, and will perform the Services in accordance with, Right To Play International's Code of Conduct. Without limiting the generality of the foregoing, the Consultant shall: (i) comply fully with all lawful requirements applicable to the work of the Organization and the country of operation; (ii) maintain a level of personal conduct that will not reflect negatively on themselves or on the credentials of Right To Play; (iii) conduct themselves in a manner that will not compromise the integrity or reputation of any public official or Right To Play or its affiliates; (iv) not furnish to other persons, directly or indirectly, expensive gifts or provide excessive entertainment or benefits on behalf of Right To Play; (v) not use their status to obtain personal gain from those doing or seeking to do business with Right To Play; and (vi) avoid all situations in which their personal interests conflict or might conflict with their duties to Right To Play.

1.4 Child safeguarding is paramount to Right To Play. To the extent that Consultant has access to children or photos of children, Consultant agrees to be bound by the terms of Right To Play's Child Safeguarding Policy, a copy of which Consultant acknowledges having received, read and understand. Without limiting the generality of

the foregoing, the Consultant shall: (i) demonstrate a duty of care to the children with whom he or she works; (ii) meet minimum standards of safeguarding for the children in their care; (iii) immediately report to Right to Play any concerns or incidents of violence, abuse and/or exploitation of children; (iv) take seriously, and respond swiftly and appropriately to all suspicions and allegations of violence, abuse and exploitation while maintaining confidentiality; (v) know what child protection services are in place in the area in which they work and where to go to for support; and (vi) respect and protect the best interest of the child(ren) and their identities when interviewing, photographing and developing communications and media pieces, including social media, and when utilizing their likeness in stories and photographs.

## ARTICLE 2 TERM OF PERFORMANCE

2.1 The Agreement shall be effective as of the 30<sup>th</sup> day of January, 2017 (the “Effective Date”), and shall continue in force until the 9<sup>th</sup> day of June, 2017, or the date of the early termination of this Agreement pursuant to the terms herein provided (the “Term”).

2.2 Prior to the expiry of the Term, either party shall be unilaterally entitled at any time, for any or no reason, to terminate this Agreement by the delivery of at least two (2) weeks’ prior written notice to that effect to the other party, and upon the effective date of termination specified in any such notice, this Agreement shall terminate, subject to any other provision contained herein that is expressed to survive termination or expiry of this Agreement.

2.3 If a Material Default (as defined below) occurs, Right To Play shall be entitled at any time thereafter to terminate this Agreement by the delivery of written notice to the Consultant, and upon the effective date of termination specified by Right To Play in any such written notice this Agreement shall terminate, subject to any other provision contained herein that is expressed to survive termination or expiry of this Agreement. The parties acknowledge and agree that the occurrence of a Material Default shall be incapable of rectification by the Consultant. For the purposes of this Agreement, “Material Default” means:

- (1) any change: (i) in ownership, whether beneficial or otherwise, of any of the shares or units of ownership of the Consultant, or in the direct or indirect power to vote or transfer any of the shares or units of ownership of the Consultant, where the effect of such change is to result in control of the decisions made by or on behalf of the Consultant subsequently being with a different entity or entities than prior to such change; (ii) in respect of the power to elect a majority of the directors of the Consultant or otherwise control the decisions made on behalf of the Consultant; or (iii) any other change of direct or indirect power to direct or cause the direction of the management, actions or policies of the Consultant;
- (2) failure of the Consultant to fully comply with any obligation which is incapable by its nature of rectification;

- (3) if the Consultant shall (i) generally not pay its debts as they fall due; (ii) admit in writing its inability to pay its debts generally, or make a general assignment for the benefit of creditors; (iii) institute or have instituted against it any proceeding seeking (A) to adjudicate it a bankrupt or insolvent, (B) any liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or re-organization or relief of debtors or otherwise, or (C) the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its assets; or (iv) take any corporate action to authorize any of the foregoing; or
- (4) the failure of the Consultant to fully comply with any obligation under this Agreement, the result of which, in Right To Play's sole, absolute and unfettered discretion, could have a material adverse effect on Right To Play's operations or reputation.

2.4 In the event that the Consultant shall at any time fail to fully perform and/or comply with any provision contained in this Agreement, other than one giving rise to a Material Default, and Right To Play shall have delivered written notice to the Consultant requiring the rectification of same, such rectification must be made to the satisfaction of Right To Play in its sole, absolute and unfettered discretion, by the date that is ten (10) days following the date of delivery of such notice to the Consultant. If such rectification is not made within such ten (10) day period, Right To Play shall be entitled at any time thereafter to terminate this Agreement by the delivery of written notice to that effect to the Consultant. Upon the effective date of termination specified by Right To Play in any such written notice this Agreement shall terminate, subject to any other provision contained herein that is expressed to survive termination or expiry of this Agreement.

2.5 The rights and remedies in this Section 5 are cumulative and are in addition to and not in substitution for any other rights or remedies available under this Agreement, at law or in equity.

2.6 Upon termination or expiry of this Agreement or otherwise upon request from time to time by Right To Play, the Consultant shall (a) return all Right To Play property and equipment in its (or its employees' or representatives') possession, including badges and security identification; (b) remove all of its property and equipment (including that of its employees and representatives) from any Right To Play facility and (c) co-operate with, and provide such assistance as may be requested by, Right To Play in order to facilitate the orderly termination and/or transition of the Services with the least amount of inconvenience and disruption to Right To Play's operations as is reasonable in the circumstances. The Consultant agrees that Right To Play may perform or arrange to be performed any work necessary to remove the Consultant's property and equipment from any Right To Play facility and bill the Consultant for all expenses incurred. If the Consultant does not remove its property and/or equipment from any Right To Play facility within seven (7) calendar days following any such termination or request, Right To Play may (without further notice) retain such property and equipment for its own use [and/or sell any

such property and equipment and retain the proceeds therefrom.

### ARTICLE 3 INVOICING, PAYMENT AND TAXES

3.1 **Invoicing and Payment Procedures.** The Consultant shall, in accordance with the timeline and procedures described in Appendix A and Appendix B to this Agreement, submit invoices to the Organization for the Services. In addition to any requirements or obligations of the Consultant with respect to invoicing and payment set out in Appendix A or Appendix B, the Consultant shall ensure that each invoice:

- (a) indicates and describes the number of days worked during the period covered by the invoice;
- (b) lists any recoverable expenses for which the Consultant is claiming reimbursement with pre-approval; and
- (c) is submitted together with copies of any supporting documents including paid invoices, vouchers, receipts and any other similar documents.

3.2 **Currency and Timing.** The Organization agrees to pay the Consultant in Canadian dollars within 30 days after receipt in the Organization's office of the Consultant's pre-approved invoice.

3.3 **Set-Off.** The Organization shall be entitled to set off any amount owed by the Consultant to the Organization against any fees or disbursements amounts owing to the Consultant under this Agreement.

3.4 **Taxes.** The Consultant will register itself as required by applicable law for any sales, goods and services, harmonized, value added and other similar taxes, as well as any statutorily required payments, including without limitation employment insurance, workers compensation and pension plan contributions applicable from time to time with respect to any payment by RTP under this Agreement (collectively, the "Taxes"). The Consultant will be solely responsible for calculating, withholding and remitting all Taxes owing as a result of the receipt of the payments under this Agreement. The Consultant shall indemnify and hold harmless RTP against any claims or assertions by any relevant authority in respect of any Taxes owed in connection with the payments made under this Agreement for the Services provided by the Consultant under this Agreement.

### ARTICLE 4 TERMS AND CONDITIONS OF AGREEMENT

4.1 **Standard Terms and Conditions.** The Consultant agrees to abide by Right To Play's Standard Terms and Conditions of Agreement (the "Standard Terms"), attached to this Agreement as Appendix "C".

4.2 **Supplementary Terms and Conditions.** In addition to the Standard Terms, the Consultant agrees to abide by the following supplementary terms and conditions:

- (1) **Expenses.** During the Term, the Consultant shall claim, and Right To Play shall reimburse expenses that are pre-approved in writing by Emily Kere, Manager, Monitoring, Evaluation and Learning upon submission to the Organization of the related invoice and other original supporting documentation.
- (2) **Travel Arrangements.** All travel arrangements relating to the provision of the Services by the Consultant will be organized and booked by Right To Play, unless Right To Play agrees that such arrangements are to be organized or booked by another party. Travel expenses, including but not limited to air ticket and hotel accommodation, will be paid by Right To Play directly to the Consultant in accordance with the policies of Right To Play governing such expenses. If the Consultant is required to pay for the Consultant's means of travel, Right To Play must approve any such travel expense in writing in advance, and if such proposed expense is approved, Right To Play will reimburse the Consultant in accordance with the policies of Right To Play governing such expenses.

4.3 **Conflict Between Standard and Supplementary Terms.** If a conflict between the provisions of Section 4.2 and the Standard Terms exists, the provisions of Section 4.2 shall prevail.

## **ARTICLE 5**

### **INSURANCE AND ACKNOWLEDGMENT OF RISK**

5.1 **Required Insurance.** Before the provision of the Services by the Consultant commences, the Consultant must obtain the following insurance coverage, which must be maintained for the Term at the sole expense of the Consultant, and which must remain valid and in effect during any period in which the Consultant travels out of the Consultant's home jurisdiction or the jurisdiction in which such insurance policy is issued:

- (1) individual accidental death and dismemberment insurance coverage for the Consultant with a principal sum no less than \$50,000;
- (2) individual medical procedures insurance coverage for the Consultant; and
- (3) individual medical evacuation coverage, for the Consultant.

5.2 **Proof of Insurance.** The Consultant must furnish proof of the required coverage described in Section 5.1 to Right To Play prior to the commencement date of each trip, if requested by Right To Play.

5.3 **Acknowledgment of Risk.** The Consultant acknowledges that the location and/or country in which his or her duties are to be performed now is or

hereafter may be one in which person and/or property may be at risk due to many factors now known and now unforeseen, including without limitation: the inability to procure materials or services, government laws, regulations or controls, riots, civil commotions, insurrection, sabotage, invasion, rebellion, military or usurped power, war or warlike operations, acts of God or other factors whether of like nature or not which is not wholly the fault of Right To Play (the "Risk Factors"). The Consultant voluntarily accepts this Agreement and the performance of the Services notwithstanding that one or more of the Risk Factors may occur. Consultant hereby releases, indemnifies and forever discharges Right To Play, its respective agents, representatives, contractors, sub-contractors, and consultants and their respective officers, directors, shareholders and employees (collectively, the "Releasees") from, and waive as against the Releasees, all recourses, losses or damages in contract, negligence or tort (including any consequential loss or damages, actions, causes of action, suits, claims and demands whatsoever including without limitation, any claim based on the loss of ability to earn income, claims for injury, death, illness, delay, or cancellation) (collectively, the "Claims"), which Consultant now has or hereafter may have for, or by reason of, or in any way arising out of, any injury to person, property, death or illness sustained or suffered by the Consultant during the course of providing Services to Right to Play under this Agreement or as a result in whole or in part of the occurrence of one or more of the Risk Factors.

## **ARTICLE 6**

### **CONFIDENTIALITY AND PROPRIETARY RIGHTS**

6.1 The Consultant acknowledges that as an consultant of Right To Play, he or she will be entrusted with confidential information (whether or not marked as such), and agrees that during the Term and at all times thereafter, Consultant will comply with all security precautions and measures of Right To Play that are intended to maintain the confidentiality of its confidential information and to limit its distribution to instances of a legitimate need-to-know basis that are intended to promote the best interests of Right To Play. The Consultant shall not make copies, summaries or extracts of confidential information nor remove any confidential information from the place of business except as authorized by Right To Play in writing.

6.2 The Consultant further agrees that during the Term and at all times thereafter, Consultant will not disclose any confidential information to any person, including any competitor of Right To Play, or any future employer of Consultant, or use the same for any purpose other than that permitted by Right To Play. The Consultant shall not disclose any information concerning Right To Play or its affiliated corporations which could adversely affect Right to Play's image, reputation or value.

6.3 The Consultant acknowledges and agrees that all works commissioned by Right To Play under this Agreement, including the reports to be provided by the Consultant and related information and all drawings, plans, computer programs, inventions, creations, works, works-in-progress, deliverables and any other works developed pursuant to, or in association or in conjunction with this Agreement, whether presently existing or to be developed in the future, including all copyrightable subject matter, physical embodiments, shapes, forms, representations, applications, compilations, derivations, compositions, and collections or any part and/or division

thereof (collectively, the “Works”), shall be considered works made for hire. The Consultant acknowledges that all right, title and interest, including all intellectual property rights, in the Works shall belong to Right To Play and the Consultant hereby assigns and shall assign all its right, title and interest, including all intellectual property rights, therein to Right To Play and shall cause its employees and independent contractors to assign all their right, title and interest, including all intellectual property rights, therein to Right To Play. The Consultant expressly waives any and all moral rights or claims in association with the Works and shall cause any person in its employ or independent contractors used by the Consultant to similarly waive all such moral rights that they may have in the Works in favour of Right To Play, and its successors, assigns and licensees. The Consultant shall execute any reasonable documents necessary to carry out the intent of this Agreement.

6.4 The Consultant acknowledges that as between the parties, Right To Play has the exclusive right, title and interest in (a) all trademarks, copyrights and other intellectual property rights owned by or licensed to Right To Play for use in Canada; and (b) all materials, processes, methodologies, reports, plans and all other works provided or made available to the Consultant or its representatives by or on behalf of Right To Play, including all trademarks, copyrights and other intellectual property rights therein or associated therewith (collectively, the “Right To Play Intellectual Property”) and shall not at any time do or cause to be done, either directly or indirectly, any act or thing contesting any part of such right, title and interest. The Consultant shall not in any manner represent that it has any ownership in the Right To Play Intellectual Property. As between the parties, Right To Play owns and shall own all modifications, enhancement and improvements to the Right To Play Intellectual Property regardless of whether such modifications, enhancement or improvements are made by the Consultant, Right To Play or a third party. The Consultant may only use the Right To Play Intellectual Property during the Term for the sole purpose of providing the Services in accordance with this Agreement. All rights not expressly granted are hereby reserved by Right To Play.

6.5 Upon termination or expiry of this Agreement and/or from time to time upon request by Right To Play, the Consultant shall immediately deliver all Works and confidential information to Right To Play, and no Works or confidential information shall be retained, displayed, or otherwise used by the Consultant without Right To Play’s express prior written consent, which may be withheld for any or no reason.

6.6 The provisions of this Article 6 shall survive and remain in full force and effect following the expiry or termination of this Agreement.

## **ARTICLE 7** **VACCINATIONS**

7.1 The Consultant must obtain and shall be responsible for obtaining prior to travelling all vaccinations and inoculations required pursuant to any applicable law of a jurisdiction to which the Consultant travels in connection with the provision of the Services. All such vaccinations and inoculations shall be obtained at the cost of the Consultant.



**ARTICLE 8**  
**ATTACHMENTS**

8.1 The terms and conditions of the following documents (each an “**Appendix**”, and together, the “**Appendices**”), a copy of each of which is attached to this Agreement or which has otherwise been delivered to the Consultant, are hereby incorporated as terms and conditions of this Agreement:

- (1) Appendix ‘A’ – Services
- (2) Appendix ‘B’ – Rate
- (3) Appendix ‘C’ – Standard Terms and Conditions of Agreement

**ARTICLE 9**  
**CONFIRMATION OF AGREEMENT**

9.1 The Consultant attests that he or she has read and agrees to abide by the terms and conditions of this Agreement. In addition, the Consultant agrees, acknowledges and attests to have read and understood, and agrees to abide by the agreements and policies assented to in this Agreement.

9.2 The Consultant acknowledges and agrees that he or she (i) has had the opportunity to consult legal counsel in regard to this Agreement, (ii) has read and understood this Agreement, (iii) is fully aware of its legal effect, and (iv) has entered into it freely and without duress.




IN WITNESS WHEREOF the Organization and the Consultant have executed this Agreement as of the date first above written.

Feb. 23, 2017


Date

  
Witness

CONSULTANT

  
Dr Karim Sahyoun, TREEANGLES LTD

RIGHT TO PLAY INTERNATIONAL

Per:   
Emily Kere, Manager, Monitoring,  
Evaluation and Learning

Date

Witness



## APPENDIX "A"

### SERVICES

The Consultant shall perform the following Services for Right To Play:

- Conduct background research to familiarize themselves with the NORAD program and Right To Play's approach
- Co-develop a detailed work plan and time frame for the all phases of the baseline evaluation (evaluation design, data collection, data analysis and reporting)
- Review key program documents including logical models, performance measurement framework and activity plans in order to obtain in-depth program knowledge
- Create a comprehensive baseline evaluation plan, including detailed field considerations, alongside key Right To Play staff
- Co-lead on the selection of peer-reviewed and externally valid tools for measurement and/or the development of soundly constructed and well-researched quantitative and qualitative instruments.
- Co-create a collaborative baseline evaluation methodology including a sampling design, data collection and data analysis plan in consultation with key Right To Play staff
- Work with Right To Play to assemble suitable data collection teams external to Right To Play. The consultant will lead the orientation and training of enumerators such that they are fully prepared to collect/record data. The data collection teams should be large enough to carry out the necessary tasks, capable of communicating in the respective local languages of the selected NORAD program countries (Ethiopia, Jordan, Lebanon, Mozambique, Palestinian Territories, and Tanzania) and be very familiar with the context, challenges, and sensitivities of the same.
- Manage qualitative and quantitative, primary and secondary, data collection using the tools and methods designed and approved for the evaluation
- Manage data entry, cleaning and validation processes
- Lead internal review of findings with stakeholders for validation and results interpretation.
- Lead data analysis and report writing as required

## APPENDIX "B"

### RATE

The fees and expenses of the consultant are presented in two tables below. *Budget Table 1: TREEANGLES LTD Fees and Expenses for NORAD Baseline Evaluation*, are the total professional fees payable directly to TREEANGLES LTD. *Budget Table 2: Travel and Field Work Expenses for NORAD Baseline Evaluation* include travel and field work costs. The Consultant understands that all expenses will be paid and arranged as per RTP policies.

The Consultant shall submit an invoice to the Organization upon:

- (a) Signing of the contract agreement between the Organization and the Consultant (25%);
- (b) Submission of analyzed data needed for PMF submission to NORAD (50%)
- (c) Completion of the final report, approved by the Corporation (25%)

The Organization shall pay a block sum to the Consultant in the following manner:

The equivalent of **CAN \$79,350.00** as compensation for the number of days worked, inclusive of all applicable taxes. The total contract for professional fees shall not exceed **CAN \$79,350.00**.

Budget Table 1: TREEANGLES LTD Fees and Expenses for NORAD Baseline Evaluation (all rates in CAD)				
Activities	Lead Evaluator	Coordinator/ Admin / Evaluator	Qualitative/quantitative Analysis support	Total LOE
<b>Fees</b>	<b>\$675</b>	<b>\$550</b>	<b>\$550</b>	
<b>Phase 1: Project Initialization</b>				
First meeting in Toronto with initial consultants and Right To Play incl. Review of tool and method	5.5	0	0	5.5
Review of existing life skill tools, developing options, other prep.	2	0	0	2
Second meeting in Canada and meeting with NORAD including preparation of budget and timeline	5	0	0	5

Review of existing proposals, CVs of potential local consultants, identification, contacting, of additional consultants, interviewing TOR and contract, briefing of consultants	2.5	1	0	3.5
Additional conceptual planning for integrating MZ and TZ, identifying consultants, getting offers	0.5	0	0	0.5
Revise and rewrite baseline methodology (draft before collection, final version will be done at beginning of May - see below)	1	0	0	1
<b>Total Initialization</b>	<b>16.5</b>	<b>1</b>	<b>0</b>	<b>17.5</b>
<b>Cost Phase 1</b>	<b>\$11,138</b>	<b>\$550</b>	<b>\$0</b>	<b>\$11,687.50</b>
<b>Phase 2: Development of tools, preparations, hiring and briefings</b>				
Revisit evaluation matrix, identifying which tools need to complement DAP	1	0	0	1
Finalize sampling of schools	1	0	0	1
Design Qualitative Research Sample strategy including CSOs	1	0.5	0	1.5
Develop Teacher FGD and combined principals' surveys with KII, add more outcome related questions, develop short complementary question set for DAP, editing and formatting	1.5	0.5	0	2
Develop observation toolkit for 5-8 year old children incl. Guide	1	0.5	0	1.5
Develop CSO capacity assessment toolkit incl. Guide	0.75	0.5	0	1.25
Develop/refine other qualitative toolkits (school mapping, lesson mapping, KIIs)	1	1	1	2

Develop structured data collection forms for all qualitative tools.	1	2	0	3
Develop specification/DETAILS for data analysis for each individual tool and synthesis, Outline for Baseline Report	2	1	1.5	3
<b>Total Phase 2</b>	<b>10.25</b>	<b>6</b>	<b>2.5</b>	<b>16.25</b>
<b>Cost Phase 2</b>	<b>\$6,919</b>	<b>\$3,300</b>	<b>\$1,375</b>	<b>\$ 11,593.75</b>
<b>Phase 3: Training and data collection</b>				
Developing training materials for TOTs, preparing training, support to quantitative trainers	3.5	1	1.5	4.5
Face to face Training	7	0	0	7
Support training humanitarian and developmental Lebanon teams on tools not possible to include in TOT	1	0	0	1
Virtual training for Gaza team incl. Preparations	2	0	0	2
Modify data collection tools based on survey pilot and update data entry forms	1.5	1	0	2.5
Virtual training on partnership assessment incl. Preparations for MOZ and TZ	1.5	0	0	1.5
<b>Total Phase 3</b>	<b>16.5</b>	<b>2</b>	<b>1.5</b>	<b>18.5</b>
<b>Cost Phase 3</b>	<b>\$11,138</b>	<b>\$1,100</b>	<b>\$825</b>	<b>\$ 13,062.50</b>
<b>Phase 4: Data Analysis, Validation</b>				
Perform data integrity checks Program data cleaning, Data entry in statistical software program, Clean and impute	3	1	0	4



Analyze qualitative data	7	7	7	21
Analyze survey data, produce tables, including a second level of analysis of DAP data	3.5	3	2	8.5
Triangulate, Analyze and integrate quantitative and qualitative findings	2	2	1	5
Agreement on participants for validation workshop, agreements with hosting offices on preparations, short guide	1	0	0	1
Virtual training for Ethiopia and WB facilitator for Validation	0.5	0	0	0.5
Validation workshops in Lebanon	4	0	0	4
Organize and document all results from analysis and synthesis and validation	1.5	1.5	1.5	4.5
RTP feedback on analysis products addressed	1	0.5	0.5	2
Update baseline methodology document on any changes, develop sufficiently detailed final version, allowing replication for MTE and FE	1.5	0	0	1.5
<b>Total Phase 4</b>	<b>25</b>	<b>15</b>	<b>12</b>	<b>52</b>
<b>Cost Phase 4</b>	<b>\$16,875</b>	<b>\$8,250</b>	<b>\$6,600</b>	<b>\$ 31,725.00</b>
<b>Phase 5: Report Writing</b>				
Writing Main report for 4 countries	8	2.5	1	11.5
Presentation of key findings (Virtual presentation, preparation and presentation)	1.25	0	0	1.25

Integration of Feedback to main report	1.5	0	0	1.5
Writing of MOZ/TZ report on CSO competencies only	2	0.25	0.5	2.25
Integration of Feedback to TZ/MOZ report	0.5	0	0	0.5
<b>Total Report Writing</b>	<b>13.25</b>	<b>2.75</b>	<b>1.5</b>	<b>17.5</b>
<b>Cost Phase 5</b>	<b>\$8,944</b>	<b>\$1,513</b>	<b>\$825</b>	<b>\$ 11,281.25</b>
<b>Total cost all phases</b>				<b>\$ 79,350.00</b>

The total cost for travel and fieldwork fees associated with the Norad Baseline shall not exceed CAN \$110,647.57. From this total cost for travel and fieldwork fees associated with the baseline, \$56,041.06 will be paid to TREEANGLES LTD. TREEANGLES LTD will be responsible for hiring and managing local external consultants for data collection. Right To Play will pay the data collection costs of these local external consultants on behalf of TREEANGLES LTD as specified in the invoices submitted by TREEANGLES LTD upon the timeline outlined above and in keeping within the maximum allowable amount to be paid for travel and field work. These fees will be paid in the respective local currency based on the actual exchange rate at the time of payment.

**Budget Table 2: Travel and Field Work Expenses for NORAD Baseline Evaluation**  
(all rates in CAD)

Activity	Total Cost	Paid by Right To Play	Paid by TREEANGLES LTD	Paid on behalf of TREEANGLES LTD
Travel (excluding local consultants)	10,522.85	8,909.85	1,613.00	0
Preparation & Tool Design	4,077.85	3,307.85	770.00	
Training	5,341.00	4,852.00	489.00	
Validation & Target Setting	1104.00	750.00	354.00	
Per Diem	5,169.72	1,691.66	3,478.06	0
Preparation	2,276.23	227.99	2048.24	
Training of	2,057.69	1045.77	1011.92	
	835.80	417.90	417.90	

<i>Trainers Validation</i>				
<i>Accommodation</i>	7,758.00	7,758.00	0	0
<i>Preparations</i>	2,718.00	2718.00		
<i>Training of</i>	4,080.00	4080.00		
<i>Trainers and data collection</i>	960.00	960.00		
<i>Validation</i>				
<b>Training of Trainers (Food, transport and materials)</b>	<b>3,180.00</b>	<b>3,180.00</b>	<b>0</b>	<b>0</b>
<b>Local Evaluation Budgets (External Consultancy fees, data collection costs and translation)</b>	<b>75,050.00</b>	<b>24,100</b>	<b>0</b>	<b>50,950.00</b>
<b>DAP Tool fees</b>	<b>8,967.00</b>	<b>8,967.00</b>	<b>0</b>	<b>0</b>
<b>Total Travel and Field Work Expenses</b>	<b>Overall Total: 110,647.57</b>	<b>Total Paid by RTP: 54,606.51</b>	<b>Paid by TREEANGLES: 5,091.06</b>	<b>Paid on behalf of TREEANGLES: 50,950.00</b>
			<b>Total Paid by TREEANGLES LTD: 56,041.06</b>	

The total contract with TREEANGLES LTD shall not exceed **\$135,391.06 CAD** inclusive of professional fees and travel and fieldwork costs associated with the Norad Baseline.

Breakdown of Payment to TREEANGLES			
	Professional Fees	Travel and Field Work Expenses	Total
<b>1<sup>st</sup> Payment (25%)</b>	<b>\$19,837.50</b>	<b>\$14,010.27</b>	<b>\$33,847.77</b>

2nd Payment (50%)	\$39,675.00	\$28,020.53	\$67,695.53
Final Payment (25%)	\$19,837.50	\$14,010.26	\$33,847.76
Overall Total	\$79,350.00	\$56,041.06	\$135,391.06

## APPENDIX "C"

### PROPOSED SCHEDULE FOR THE BASELINE

Norad Baseline Evaluation: January 30 <sup>th</sup> – June 9 <sup>th</sup> 2017	
Completion Date	Activity Details
<b>Phase 1: Project Initialization</b>	
Jan 30-Feb 3	Roles and responsibilities divided
Jan 30-Feb 3	Baseline methodology finalized
Feb. 6-10	Sampling Finalized
Feb.6-10	Update baseline methodology document
<b>Phase 2: Development of Tools, Preparations, Hiring &amp; Briefing of Local Consultants</b>	
Feb. 6-10	Quantitative tools finalized (School administrator survey combined with FGD questions, additional questions for DAP)
Feb 13-17	Quantitative Tools Translated
Feb 13-17	Identification & Hiring of Country Leads with team
Feb 13-24	Logistical Arrangements Regarding Data Collection (permissions for schools, logistics of hosting a training, logistics for in country data collection)
Feb.20-24	Qualitative tools finalized (School mapping tool, Lesson mapping tool & FGD, Teacher FGD, Life skills observation tool (5-8 yrs), Analysis strategy for teacher/classroom observation tool data)
Feb.20-24	Arrangements with Sampled CSOs
Feb 27-Mar 3	Qualitative Tools Translated
Feb 27-Mar 3	Design training & required materials
<b>Phase 3: Training and Data Collection</b>	
Mar 6-12	Train and pilot tools in Amman
Mar 13- Apr 1	Country Trainings and Data collection (Including daily monitoring of data collected)
<b>Phase 4: Data analysis and Validation</b>	
Apr 3-16	First level of data cleaning and analysis
Apr 3-16	DAP Analysis
Apr 17-20	Synthesis of data related to targets, preparation for data validation workshops and population of PMF
Apr 24-28	Data Validation Workshops
Apr 24-May 5	Second level of data cleaning and analysis
<b>Phase 5: PMF Submission and Report Writing</b>	
May 5	All data analyzed submitted to RTP for input in PMF
May 1-12	Target setting
May 12	Submission of Final PMF to NORAD (including baseline data and targets)
May 8-26	Report Writing
May 26	Submit Draft of Report to Right To Play
May 29-June 2	Right To Play Review Report and Provide Feedback
June 5-9	Incorporate Right To Play Feedback
June 9	Submit Final Report to Right To Play

## APPENDIX "D"

### STANDARD TERMS AND CONDITIONS OF AGREEMENT RIGHT TO PLAY INTERNATIONAL

#### RIGHT TO PLAY STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are a component of the Agreement between the Consultant and Right To Play International ("Right To Play"), and each of the Consultant and Right To Play agrees to be bound by the terms and conditions set forth herein, except as such terms may be modified or varied in the Agreement. Capitalized terms used herein shall have the meanings ascribed to such terms in the Agreement, unless otherwise defined herein.

#### 1. DEFINITIONS

- (1) "Agreement" means the Consulting Agreement between the Consultant and Right To Play in respect of which these Standard Terms and Conditions form an integral part and to which they are attached as Appendix C, and for greater clarity, shall include any additional schedules, appendices or any other attachments affixed or related thereto.
- (2) "Privacy Laws" means, collectively, the *Personal Information Protection and Electronic Documents Act* (Canada), as amended or supplemented from time to time, and any other applicable law now in force or that may in the future come into force governing the collection, use, disclosure and protection of personal information applicable to either party or to any information collected, used or disclosed in the course of providing or receiving the Services.

#### 2. TERMS OF AGREEMENT

- (1) The Agreement must be signed by a person or persons authorized to sign on behalf of the Consultant and the same person or persons shall initial any erasures, overwriting or strikeouts within the Agreement.
- (2) All pricing contained in the Agreement is expressed in Canadian Dollars, except as otherwise expressly agreed to in writing by the Consultant and Right To Play.
- (3) All pricing contained in the Agreement includes all costs necessary to complete the Services in accordance with the Agreement, including any applicable customs, duties or other expenses.
- (4) The Consultant acknowledges that it is solely responsible for obtaining and reviewing all the documents comprising the Agreement and any amendments thereto entered into by Right To Play and the Consultant.

3. **INCONSISTENCY, CONFLICTS AND OMISSIONS.** The Consultant shall not take advantage of any apparent error, omission or conflict in any provision or provisions of the Agreement. Any work not specified in the description of the Services which is necessary for the proper performance and completion of any part of the Services, which may be implied as included in the Services, shall be done by the Consultant as if it had been specified and shall not be construed as a variation in the Services to be done, and shall not be subject to any claim by the Consultant for additional compensation. If the Consultant proposes to perform any services in addition to the Services, Right To Play shall have no obligation to make any payment to the Consultant in respect of such additional services, and the additional services shall not be considered part of the Agreement unless the Agreement is amended by Right To Play and the Consultant to attend to the provision of such additional services.

4. **COVENANTS, REPRESENTATIONS AND WARRANTIES.**

(1) The Consultant covenants and agrees to perform its obligations hereunder with the degree of care, skill and diligence consistent with the highest industry standards for the Consultant's industry and in compliance with all applicable laws. Without limiting the generality of the foregoing, the Consultant covenants and agrees to:

- (a) diligently perform the Services in a professional, workmanlike and timely manner and to meet all requirements for the Services as set out in this Agreement;
- (b) supply (at its own cost) all labour, materials and equipment required to complete the Services;
- (c) leave all areas where Services were performed in a neat and tidy condition;
- (d) ensure that all equipment used in the provision of the Services is maintained in a state of cleanliness and good repair; and
- (e) if necessary, provide a sufficient number of duly trained, skilled and licensed (where applicable) personnel to perform the Services in accordance with the terms hereof.

(2) The Consultant covenants, represents and warrants, which representations and warranties shall remain true and accurate throughout the Term, that the Consultant and all subcontractors, employees or other persons retained by it in connection with the Services and/or the performance of its obligations hereunder shall (at Consultant's sole cost and expense):

- (a) procure and maintain all applicable permits, licenses and approvals of any governmental authority relating to the Services and/or business operations of the Consultant ("Permit") (and provide evidence of same to Right To Play from time to time forthwith upon request). The Consultant shall notify Right To Play

immediately in writing if any Permit or any portion thereof is suspended, cancelled, terminated, withdrawn, modified or transferred in any way and if requested by Right To Play shall immediately cease to provide Services and shall relinquish control over all equipment or property (tangible or intangible) owned by Right To Play and in its possession and under its control on such date;

- (b) comply with all statutes, regulations and other legal stipulations or guidelines of any governmental authority having jurisdiction over the Services or business operations of the Consultant (including Privacy Laws), as well as the Right To Play Code of Conduct, Conflict of Interest Policy, Child Protection Policy, and Confidentiality Agreement, copies of which the Consultant acknowledges have been received and reviewed by the Consultant, and which are attached to the Agreement;
  - (c) conduct its activities in a discrete, safe, ethical and professional manner and comply with applicable Right To Play policies and procedures, including any health and safety policies and security and other rules and regulations (as amended from time to time);
  - (d) comply with the service performance standards as set out in Appendix A to the Agreement;
  - (e) ensure that the Services comply at all times during the Term with all applicable laws and do not infringe the intellectual property rights of any third party;
  - (f) not take any action or make any omission that may injure or damage Right To Play's reputation or charitable registration;
- (3) The Consultant is and shall be solely responsible for the control and management of its operations, employment practices and labour relations. For greater certainty, the Consultant shall have the sole and exclusive control over its employees, if any, as well as employee relations policies and policies relating to wages, hours of work and working conditions, and the sole and exclusive right to hire, transfer, suspend, lay-off, recall, promote, assign, discipline and discharge its employees;
- (4) The Consultant is and shall be solely responsible for the payment of all compensation, including wages, salary, benefits and expenses, to all of its employees, if any, and other persons rendering services to the Consultant (including subcontractors retained by the Consultant);
- (5) The Consultant is and shall be solely responsible for the payment of all employer payroll, employer health, income, withholding and other taxes, including Canada Pension Plan, employment insurance, and workers' compensation or workplace safety and insurance in respect of each of its employees and other persons rendering services to on behalf of the



Consultant in connection with the Services in each jurisdiction where the Services are performed;

- (6) The Consultant has registered, and shall be solely responsible for registering, itself and all persons engaged for service by it under applicable workers' compensation legislation and has paid and shall pay all applicable workers' compensation premiums and maintain such registrations and workers' compensation coverage throughout the Term in each jurisdiction where the Services are performed. The Consultant further agrees to provide Right To Play with evidence thereof in form satisfactory to Right To Play upon request by Right To Play from time to time; and
- (7) The Consultant covenants and agrees that throughout the Term all persons engaged by it to perform the Services are and shall be at all times legally able to work in the jurisdiction in which the Services are performed in the specific occupation that such person performs. Right To Play may at any time demand from the Consultant, and the Consultant agrees to provide to Right To Play forthwith, a certification of compliance with applicable immigration and employment laws in such form as Right To Play in its sole, absolute, and unfettered discretion may require.

## 5. INDEMNITY.

- (1) The Consultant shall indemnify and save Right To Play, its directors, officers, employees, agents, Councilors, Chair and Board harmless from and against any and all claims, damages, losses, liabilities, demands, judgments, causes of action, legal proceedings, economic loss (including lost profits), penalties or other sanctions and any and all costs and expenses arising in connection therewith (including legal fees and disbursements on a substantial indemnity basis) that may, directly or indirectly, result from, arise out of or be in relation to (a) the performance by Consultant, or by any of its employees, subcontractors or other persons for whom it is responsible, of the Services; (b) any breach, violation or non-performance by the Consultant, or by any of its employees, subcontractors or other persons for whom it is responsible, of any term, condition, representation, warranty or covenant contained in this Agreement; (c) any failure or delay by Consultant to make or maintain any registration, coverage or payments or file any return or information required by any applicable law; and/or (d) any negligent act or omission of Consultant or any of its employees, subcontractors or other persons for whom it is responsible at law or in equity; (e) any claim that the Services directly or indirectly, violate or infringe any intellectual property right or other proprietary right of any person.
- (2) The provisions of this Section 5 shall survive and remain in full force and effect following any termination or expiry of this Agreement.

## 6. LIMITATION OF LIABILITY.

- (1) In no event shall Right To Play be liable for any indirect, special, punitive, incidental, or consequential damages related in any way to this Agreement and/or the provision of the Services, regardless of the legal theory upon which any such damages claim is based, even upon the fault, tort (including without limitation negligence), breach of contract, statute, regulation, or any other theory of law or breach of warranty by, or strict liability of, Right To Play. This exclusion applies even if Right To Play has been advised of the possibility of such damages in advance and even if any available remedy fails of its essential purpose.
- (2) The provisions of this Section 6 shall survive and remain in full force and effect following any termination or expiry of this Agreement.

## 7. **INSURANCE**

- (1) The Consultant shall be solely responsible for securing insurance coverage for the Consultant with respect to injury to person or property, illness and death during the Term, and Right To Play shall have no obligation or liability in that regard.
- (2) Proof of the coverage secured by the Consultant as described above shall be provided to Right To Play upon request, and, if so requested, it is understood that this Agreement shall not come into effect, or shall be terminated due to breach of contract by the Consultant, unless and until satisfactory proof of coverage is provided to Right To Play.
- (3) Where the Consultant is unable to secure insurance due to the fact that the location in which the Services hereunder are to be performed has been classified as a risk location or a war zone, and upon receiving direct, official communication as well as proof regarding this issue from the Consultant, Right To Play shall be responsible for securing adequate insurance coverage for the Consultant with respect to injury to person or property, illness and death during the Term, and the Consultant shall reimburse to Right To Play the cost of the liability insurance coverage secured hereunder by Right To Play.

8. **LIQUIDATED DAMAGES.** If the Consultant fails, neglects or refuses at any time to supply all goods or services to Right To Play as specified within the Agreement, or fails, neglects or refuses to replace goods or services rejected by Right To Play, then Right To Play shall be and is hereby empowered forthwith to procure such material elsewhere and to charge all costs for goods or services thereby incurred by it to the Consultant as liquidated damages and to deduct the same from the monies due, or to become due to the Consultant on any other contract, or to collect such costs from the Consultant by any other method permitted by law.

9. **RIGHT TO RETAIN MONIES.** Right To Play shall have the right to retain, out of monies payable to the Consultant under the Agreement the total amount outstanding from time to time of all claims arising out of the default of the Consultant in any of its obligations to Right To Play, whether pursuant to this or any other contract between the Consultant and Right To Play which has not

been settled by the Consultant or its insurers. For the purposes of this Section 9, a claim by the Consultant has been settled if payment has been made to and accepted by the claimant and a complete release obtained from it, or the claim has been fully investigated and a complete denial of liability has been made to and accepted by the claimant. For greater certainty, and without limiting the intent of any other terms of the Agreement, the obligations of the Consultant in this Section 9 shall survive the expiry or other termination of the Agreement.

10. **EXPENSES.** All expenses shall be subject to the prior written approval of Right To Play, and shall be governed by the provisions of the Agreement.
11. **RELATIONSHIP.** This Agreement shall not create or confer upon the parties hereto, in any way or for any purpose, any relationship except that of independent contracting parties, and in particular does not create a partnership, a principal and agent, an employer and employee, a joint venture or a landlord and tenant relationship between Right To Play and the Consultant or an employer-employee relationship between Right To Play and the employees of and other persons rendering services to the Consultant. All dealings by the Consultant with its clients, creditors, suppliers, workmen, contractors, agents, employees, and other similar persons shall be conducted exclusively in the Consultant's name and the Consultant shall not in any manner obligate Right To Play on account thereof, and/or suggest to such persons that Right To Play bears any obligation with respect to same.
12. **SUSPENSION OF SERVICES.** Right To Play may, at any time, immediately suspend any part of the Services, including all remaining Services, for any reason whatsoever by giving notice to the Consultant, specifying the part of the Services to be suspended and the effective date of suspension. The Consultant shall continue to perform any unsuspended part of Services.
13. **EVALUATION RIGHT.** Before the Consultant commences the provision of the Services, Right To Play has the right, in its sole and absolute discretion, to fully evaluate the Consultant, which evaluation may include, without limitation, a review of references, past performance history (which may include an ethical screening), completion history, litigation history, and claims history of the Consultant. If the results of the evaluation undertaken by Right To Play are unsatisfactory to Right To Play in its sole discretion, Right To Play may terminate the Agreement with immediate effect.
14. **COLLUSION AND CONFLICT OF INTEREST.** The Consultant represents and warrants to Right To Play that no member, officer, or employee of Right To Play has or will have an interest, directly or indirectly, in the performance of the Agreement or the provision of the Services, or in the work or business carried on by the Consultant, or in any portion of the profits thereof, or in any monies to be derived therefrom. Should the Consultant give or offer any gratuity to or attempt to bribe any member of Right To Play, or to commit collusion or fraud, Right To Play shall be at liberty to reject or to terminate the Agreement, without liability to itself. The Consultant further represents and warrants to Right To Play that (i) he or she has read, understands and agrees to abide by the contents of Right to Play's Conflicts of Interest Policy, and (ii) there is currently no conflict

of interest that the Consultant is involved with or aware of that is required to be disclosed to Right to Play pursuant to such policy.

15. **ACCEPTANCE/REJECTION OF GOODS AND SERVICES.** Right To Play shall be entitled, in its sole and absolute discretion, to accept or reject goods or services performed, delivered, or otherwise provided by the Consultant which are substandard, defective, of inferior quality, or are otherwise not in accordance with the Agreement, as the best interests of Right To Play may require.
16. **FORCE MAJEURE**
  - (1) Notwithstanding any provision to the contrary contained in this Agreement, the parties shall be excused from the consequences of any breach of this Agreement if and to the extent that such breach was caused in whole or in part by a Force Majeure event, provided that (a) the affected party shall not in any material way have caused or contributed to such Force Majeure event, (b) the Force Majeure event could not have been prevented by reasonable and ordinary precautions (as would be employed by a reasonably prudent person in the position of the affected party), and (c) the Force Majeure event could not reasonably have been circumvented by the affected party by reasonable and ordinary commercial means, such as the use of alternate suppliers or subcontractors. Notwithstanding the foregoing:
    - (a) the existence or occurrence of a Force Majeure event shall excuse a breach of this Agreement only for such period of time as the Force Majeure event remains in existence and only to the extent that such Force Majeure event has caused in whole or in part the breach of this Agreement;
    - (b) the existence of a Force Majeure event that has caused a breach of this Agreement shall not prevent a party from asserting and acting upon a breach of this Agreement that has not been caused by a Force Majeure event;
    - (c) Right To Play shall only be obligated to pay fees or any other amounts to the Consultant to the extent that Services have been provided and the applicable performance criteria for such Services have been met despite the existence or occurrence a Force Majeure event;
    - (d) if the Consultant invokes a Force Majeure event that affects the provision of all or any part of the Services, then Right To Play shall be entitled to seek alternative persons or resources, within twenty-four (24) hours after the occurrence of the Force Majeure event, if the Consultant is not able to resume performance of the impacted portion of the Services;
    - (e) if a Force Majeure event is continuing after thirty 30 days from the date on which the affected party gives notice to the other party, either party may terminate this Agreement by written

- (2) For the purposes of this Section 16, "Force Majeure" means any prevention, delay, stoppage or interruption in the performance of any obligation or the occurrence of any event due to an act of God, the occurrence of enemy or hostile actions, sabotage, war, blockades, terrorist attacks, insurrections, riots, epidemics, nuclear and radiation activity or fallout, civil disturbances, explosions, fire or other casualty, or any other similar causes beyond the control of the party seeking relief from its obligations as a result of such event, but not including, for clarity, any financial inability of the Consultant or the failure of any subcontractor to perform obligations owed to the Consultant.
17. **ASSIGNMENT AND CHANGE OF CONTROL.** The Consultant shall keep the Agreement under its control and shall not assign, convey or otherwise transfer any portion of the Agreement without first obtaining the prior written consent of Right To Play. Any sub-contracting or assignment of this Agreement, by operation of law or otherwise, without the prior written consent of Right To Play shall be void and of no force or effect. Such consent by Right To Play shall not release the Consultant of any of its obligations under this Agreement. Any change of control (as defined by the *Canada Business Corporations Act*) of the Consultant with respect to which the prior written consent of Right To Play has not been obtained, which consent may be withheld for any or no reason, shall be void and of no force or effect. [NTD: We can leave this language in if you want.]
18. **GENERAL**
- (1) **Notices.** Any notice or other communication under this Agreement shall be in writing and sent to the principal address of the parties and to the attention of the parties indicated below, or to such other address or parties as either party may advise the other by written notice and shall be given by personal delivery, by registered mail or by facsimile addressed to the recipient. Any such notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof; if given by registered mail, on the third (3rd) business day following the deposit thereof in the mail and if given by facsimile, on the day of transmittal thereof.

If to Right To Play:

Attention: Emily Kere  
c/o Right To Play International  
18 King Street East, Suite 1400  
Toronto, ON M5C 1C4

If to the Consultant: Dr Karim Sahyoun, TREEANGLES LTD  
31 Meadway, Hildenborough  
Tonbridge TN11 9HA  
UK

- (2) *Entire Agreement.* This Agreement represents the entire understanding and agreement concerning the Services and any and all previous agreements and representations, written or oral, express or implied, between the parties hereto or on their behalf relating to the services and the subject matter hereof, are hereby terminated and cancelled and each of the parties hereto hereby releases and forever discharges the other from all manner of actions, causes of actions, claims and demands whatsoever under or in respect of any such prior agreements or representations. Except as provided herein, no amendment or variation of any of the provisions of this Agreement shall be valid unless made in writing and signed by each of the parties hereto.
- (3) *Severability.* Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.
- (4) *Waiver.* No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented, and such written waiver shall only serve to waive or excuse, as the case may be, the particular breach to which it applies and no other.
- (5) *Survival.* Notwithstanding the termination, rescission or expiration of this Agreement, the provisions contained in Sections 7 and 11 continue in full force and effect indefinitely.
- (6) *Further Assurances.* Upon written demand by Right To Play, the Consultant shall execute such further and other documents as may be required by Right To Play to give full force and effect to this Agreement.
- (7) *Governing Law.* This Agreement shall be interpreted in accordance with, and governed by the laws of the Province of Ontario and the laws of Canada applicable therein, and any and all proceedings relating to the subject matter hereof shall be commenced and maintained in the courts in the Province of Ontario, which courts shall have exclusive jurisdiction for such purpose.