



CHAMPAGNE AND AISHIHIK FIRST NATIONS

REQUEST FOR PROPOSALS

CAFN Website Update

SECTION 1: GENERAL INSTRUCTIONS TO BIDDERS

1. Bids must be submitted in the form specified in this invitation, if any, and sealed in an envelope or package that cannot be seen through and delivered by hand or mailed to:

Governance Department
Champagne and Aishihik First Nations
#1 Allen Place, Box 5310 Haines Junction, YT Y0B 1L0

Attention: Jenna Henderson, Communications Officer
(867) 334-6264
jhenderson@cafn.ca

2. Bids must be received at the location specified above, before the specified closing time, as determined by the clock at the closing location. Bids received late, or not received completely by the closing time will not be considered and will be returned to the bidder unopened.

3. The closing time is up to and including: **4:30 p.m. November 15, 2021**

4. As soon as possible following the bid closing time, the bid envelope will be opened in the office specified in section 1.

5. The bidder shall identify, on the envelope containing the bid, its business name and address and the title of the bid enclosed.

6. Bids must be signed by an appropriate authorized official of the party submitting the bid. Erasures and/or corrections must be initialed by the person(s) authorized to sign the bid.

7. Any bid submitted may be withdrawn by written request by an authorized official, but cannot be withdrawn or changed after the closing time.

8. Bidders are solely responsible for their own expenses in preparing and delivering their bids.

9. Champagne and Aishihik First Nations reserves the right to modify the terms of the invitation at any time prior to closing, at its sole discretion. Champagne and Aishihik First Nations will make information available to the public regarding any changes made to the invitation and will

make reasonable efforts to inform all bidders of any such changes. Bidders are responsible for ensuring that they are aware of and complied with any addenda.

10. Bids already submitted may be amended prior to closing (i) by submitting an amendment identifying the plus or minus variance to the original bid, or (ii) by sending in a complete new bid, clearly indicating that it replaces the previously submitted bid. A bid revision replaces any other bid revisions previously submitted by the bidder; only the last of any bid revisions will be accepted.

11. Accuracy of information included in this invitation is not guaranteed or warranted by Champagne and Aishihik First Nations to be accurate, nor is it necessarily comprehensive or exhaustive. By submitting a bid, the bidder agrees that it has investigated all conditions that will affect the work and assumes all risks regarding those conditions.

12. Enquiries regarding the invitation must be made in writing and submitted to the office specified in section 1. No response shall be binding on Champagne and Aishihik First Nations unless it is made in writing. Enquiries and the responses given may be distributed to all other bidders as addenda.

13. All prices should be extended and totaled. In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the bid evaluation and contract administration.

14. If the bid is accepted, prices must remain firm for the duration of the contract unless otherwise specified in the invitation or contract documents.

15. The bid shall be unconditional, irrevocable and open to acceptance by Champagne and Aishihik First Nations at any time within 30 days after the date on which bids close.

16. If, in the opinion of Champagne and Aishihik First Nations, a bid contains a minor defect or fails in some way to comply with any requirement of this tender document that, in the opinion of Champagne and Aishihik First Nations, can be remedied without providing an unfair advantage with respect to other bidders, Champagne and Aishihik First Nations may request clarification from the bidder, and, upon receipt of appropriate clarification, may waive the minor defect or any irregularity and accept the bid.

17. This invitation does not commit Champagne and Aishihik First Nations to award a contract. Champagne and Aishihik First Nations reserves the right to cancel this invitation anytime without award or compensation to bidders.

18. Champagne and Aishihik First Nations need not accept the lowest, the highest ranked, or any bid, and reserves the right to reject or accept any bid without further explanation.

19. Failure to comply with any instruction contained in this invitation may be deemed sufficient cause for the rejection of all or part of any bid. Any items omitted or any special conditions or qualifications added to the bid (for example, including the bidder's standard terms of sale) may cause the bid to be rejected and may affect the evaluation of the bid.

20. Submission of a bid shall be deemed to be confirmation that the bidder acknowledges and agrees to the contract terms, as set out in the Contract attached to this document.

21. Champagne and Aishihik First Nations reserves the right to negotiate changes to the terms of any contract with the lowest priced or highest ranked bidder. Such changes, if any, shall be within the scope of this tender.

22. If no compliant bids are received in response to this invitation, Champagne and Aishihik First Nations reserves the right to enter into negotiation with one or more suppliers in order to complete the procurement.

23. Each bidder, by submitting a bid, irrevocably waives any claim, action or proceeding against Champagne and Aishihik First Nations, including without limitation any judicial review or injunction application or against any of Champagne and Aishihik First Nations' employees, advisors or representatives for damages, expenses or costs including costs of bid preparation, loss of profits, loss of opportunity or any consequential loss as a result of, or arising out of, the submission of any bid, or due to Champagne and Aishihik First Nations not accepting or rejecting any bid.

24. In order to assist the Champagne and Aishihik First Nations in determining the best qualified and capable bidder, Champagne and Aishihik First Nations reserves the right, to make any investigations of a bidder's business experience, financial capability and business practices as deemed necessary. The bidder agrees to permit and cooperate with such investigations.

25. Champagne and Aishihik First Nations employs a preference for Citizen and Citizen Businesses. "Citizen" is as defined in the Constitution of the Champagne and Aishihik First Nations 2017. "Citizen Business" means a sole proprietorship of a Citizen, a partnership where at least one partner is a Citizen, or a corporation that is controlled by a Citizen, as defined in the Canada Business Corporations Act. Please see the Supplementary Instructions for application of the preference to this tender.

SECTION 2: EVALUATION OF PROPOSALS

1. Evaluation Bids will be reviewed based on the evaluation criteria set out in this invitation. Bids envelopes must be clearly labeled with the name and address of the bidder and the title of the bid enclosed. Champagne and Aishihik First Nations may request information from the highest ranking bidder so that it can judge the ability of the highest ranking bidder to fulfill the contract requirements.

2. Citizen Preference Bids of identified Citizens or Citizen Businesses will be awarded points towards their total evaluation score as set out in the evaluation criteria of this invitation.

SECTION 3: CONTRACT SPECIFICATIONS

1. Project Background: The Champagne and Aishihik First Nation needs to effectively communicate and share information with:

- more than 1,300 Citizens in Yukon, Canada and abroad,
- local, territorial and national partners and governments,
- local businesses and entrepreneurs,

- visitors to the Territory,
- schools and educators, and
- the general public.

The website and social media communications are the fastest growing method of reaching our audience quickly and cost-effectively and enhance our ability to reach more people with proven tools like the CAFN newsletter. CAFN Citizens, Chief and Council have repeatedly confirmed timely, effective and planned communication as a priority at the General Assembly and in the CAFN Strategic Plan. CAFN currently has a website, <https://cafn.ca>, which was last updated in 2015 and uses a Content Management System (CMS) called WordPress.

Challenges with the current website include:

- Inaccuracy of the search function;
- The website no longer meets current standards for clarity and user-friendliness;
- Users and staff frequently request assistance to find items on the site;
- Many of the web forms need updates and adjustments;
- New CAFN department structures and links are not consistent throughout the site
- *Example: “Language and Culture” and “Heritage, Lands and Resources”;*

- Site does not fully reflect the current government structure;
- Though the current site holds a large volume of information, it is challenging for users to find what they are looking for and difficult for staff to keep the information current.

CAFN requires an updated and new layout using WordPress that is more-user friendly, social media compatible (Facebook), better organized and structured, easier to search for information, and better equipped to monitor and track website use.

CAFN continues to experience growing success with social media and internet communication. Our government Facebook site, Champagne and Aishihik First Nations, was created in April 2013 and presently has more than 2,000 followers that receive CAFN news, event announcements, and other information. Several CAFN departments also use Facebook sites to convey updates and program information, including CAFN Youth Programs and the Da Ku Cultural Centre. E-mail has also proven to be a very effective tool for CAFN, with a growing list of individuals who subscribe to receive the CAFN newsletter and other information electronically.

Through reviewing these factors, CAFN has identified that an updated website is required to make CAFN government information, news, events, programs and services more accessible, and to strengthen our ability to communicate through web and social.

2. Scope of Work to be completed by successful bidder

Project Objectives: The Champagne and Aishihik First Nations (CAFN) is updating its existing website at www.cafn.ca to create a more user-friendly, up-to-date, social media-compatible website so more partners, Citizens and the public will visit and utilize the content, leading to improved communication and participation, as well as new business and economic opportunities in the region.

Areas of work include:

- Update the overall layout for a 2022 launch of www.cafn.ca utilizing the most current WordPress platform;
- Develop an updated site structure that incorporates new CAFN government structure;
- Determine which content to incorporate from the current CAFN site, and develop new content;
- Link CAFN Facebook content to the website automatically;
- Create an improved web calendar with ability to link to the Village of Haines Junction and other community web calendars;
- Improve access to CAFN programs and services through online forms;
- Update many of the current online forms and add new ones;
- Update all program and services and department pages in coordination with department representatives;
- Improve search function of the site;
- Update or replace photos and graphics;
- Additional use of Southern Tutchone terms and phrases;
- Other improvements to the site as discussed and agreed upon by CAFN and the successful bidder.

3. General Project Description and Timeline:

This project is anticipated to be complete and the updated website launched by April 2022.

4. Project Management:

- The CAFN Communications Officer will work directly with the successful bidder to coordinate and oversee all work on the website redesign and ongoing maintenance of the site during the project, with support from the Strategic Communications Manager;
- CAFN Information Technology staff, will provide direct input and support as required in developing and maintaining the site;
- CAFN departments will help develop and provide ongoing input for maintenance and upkeep of their respective pages of the site.

5. Terms and Conditions The terms and conditions of the contract between the successful bidder and CAFN are set out in the attached draft *Professional Services Agreement*.

SECTION 4: EVALUATION CRITERIA

1. Method of Evaluation

Bids received on or before the closing time will be opened and evaluated by a panel made up of at least two staff members from the Executive Council Office and up to 2 other staff persons as soon as reasonably practicable.

The panel will evaluate the bids based on the criteria set out below. If a bid fails to identify that mandatory criteria is met, the bid will be rejected. Points for the weighted criteria will be assigned by the panel.

2. Criteria

Weighted Criteria

1	Total cost (lowest cost given 25 points, next lowest given 20, etc – in increments of 5 points)	Up to 25 points
2	Substantial experience in website design, specifically WordPress CMS and programming	Up to 25 points
3	Experience with Yukon and Yukon First Nation website design	Up to 10 points
4	Positive references from past clients	Up to 10 points
5	Positive examples of work	Up to 20 points
6	CAFN Citizen or Citizen-owned business	Up to 10 points
	TOTAL POSSIBLE POINTS	100

Mandatory Criteria

Valid Workers Compensation Board Coverage	Mandatory
Valid Business License	Mandatory
Valid GST Restoration or Proof of Exemption	Mandatory
Good Standing with Champagne and Aishihik First Nations	Mandatory

**VALUE FORM
PRICE & PROPOSAL**

Tender Title: **CAFN.ca Website Update**

Closing Time: **4:30 p.m. November 15, 2021**

Submitted by: _____

(legal name and address of bidder)

Doing business as (if different from above):

Contact Person: _____

Telephone: _____ Fax: _____

Business License #: _____

WCB #: _____

GST #: _____

Bidder is in good standing with Champagne and Aishihik First Nations _____
(owes no money or equipment)

PRICE INFORMATION

I/We have carefully examined the invitation documents and project specifications together with all other factors affecting the work before submitting this bid and propose to provide the services required by the invitation documents for (in Canadian Dollars, excluding GST):

1) TOTAL COST OF BID \$ _____

Please provide details of how that cost was arrived at, including material, labour, sub-contractor and other costs:

COSTS	AMOUNT	DETAILS
Materials	\$	
Labour	\$	
Sub-Contractors	\$	
Travel	\$	
Other	\$	
TOTAL COSTS:		

PROPOSAL INFORMATION

Please provide information on this form or attach the information to this form. Additional information may be provided in the proposal, but only those criteria identified will be evaluated.

2) Please describe your experience with website design and programming and include details such as the role you played in web design projects, content management system software you have used, etc.

3) Experience with Yukon and Yukon First Nation website design.

4) Please provide identify past clients for reference purposes and provide their contact information

5) Please provide positive examples of your work by providing links to sites you have created.

6) CAFN Citizen or CAFN Citizen-owned business

I/We have carefully examined the invitation documents and project specifications together with all other factors affecting the work before submitting this bid. I/We understand and agree to be bound by the terms of these documents.

In the event of my/our bid being accepted, I/we agree to provide the goods and/or services in the manner called for in the specifications and agree to enter into the contract form specified in the invitation documents.

I/We acknowledge the receipt of and included in this bid addenda number _____ to _____ inclusive.

I/We represent and warrant that I/we have full power and authority to enter into the contract to perform the work.

I/We offer to enter into a contract to provide the goods and/or services required by the invitation documents.

Signed, sealed and delivered by:

Witnessed by:

Authorized Signatory

Witness Signature

Name

Name

Title

Address

Date

(Corp Seal)

Authorized Signatory

Witness Signature

Name

Name

Title

Address

Date

SIGNING INSTRUCTIONS:

For **sole proprietors** (one person, unincorporated businesses), please sign in the presence of a witness who must also sign where indicated. The other signing blocks may be left blank. Use "Sole Proprietor" as your title.

For **partners**, please sign in the presence of a witness who must also sign where indicated. Use "Partner" as your title. If more signing blocks are needed, attach additional pages.

For **limited companies** (corporations or limited liability partnerships), this form must be signed by duly authorized signing officers in their normal signatures. The corporate seal, if any, must also be affixed to this form by a person authorized to do so.



CHAMPAGNE AND AISHIHIK FIRST NATIONS

Contract #: (enter number)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made the ___ day of _____

BETWEEN: **CHAMPAGNE & AISHIHIK FIRST NATIONS**, a Yukon First Nation within the meaning of the *First Nations (Yukon) Self-Government Act*, with an office at #1 Allen Place, Box 5310 Haines Junction, YT Y0B 1L0.
(“CAFN”)

AND: **LEGAL NAME OF CONTRACTOR**
(the “Contractor”)
As represented by name of individual with signing authority,
Doing business as operating business name.

WHEREAS the Contractor is a provider of WordPress Updating services and CAFN wishes to engage the Contractor to provide certain services, as set out below;

NOW THEREFORE, the parties agree:

SERVICES

1. The Contractor hereby agrees to provide the following services (the “Service(s)”) for CAFN:
 - a) Update the overall layout for a 2022 launch of www.cafn.ca utilizing the most current WordPress platform;
 - b) Develop an updated site structure that incorporates new CAFN government structure;
 - c) Determine which content to incorporate from the current CAFN site, and develop new content;
 - d) Link CAFN Facebook content to the website automatically;
 - e) Create an improved web calendar with ability to link to the Village of Haines Junction and other community web calendars;
 - f) Improve access to CAFN programs and services through online forms;
 - g) Update many of the current online forms and add new ones;
 - h) Update all program and services and department pages in coordination with department representatives;
 - i) Improve search function of the site;
 - j) Update or replace photos and graphics;
 - k) Add Southern Tutchone terms and phrases as requested;
 - l) Other improvements to the site as discussed and agreed upon by CAFN and the successful bidder
2. The Services shall be fully performed by the Contractor on or before the _____ day of _____, _____.

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PAYMENT

3. CAFN shall pay the Contractor as follows:
 - a. <hourly rate, daily rate, flat rate or milestone payments should be set out here>.
 - b. <alternate fees or additional charges should also be set out>.
 - c. <fees or charges for the use of Contractor equipment should be set out>.
 - d. To a maximum of \$<contract maximum, if any>.
4. The Contractor shall invoice CAFN monthly, upon completion or when milestones reached.
5. CAFN shall pay such compensation, together with any GST or other applicable value added tax within 30 days of receipt of the invoice. The Contractor shall provide its GST registration number on all invoices.
6. It is a term of every contract with CAFN that money that becomes due under the contract is not payable unless a provision of the *CAFN Financial Administration Act*, or another enactment of the CAFN or the annual approved budget of CAFN authorizes the payment to be made in the fiscal year in which the payment falls due.
7. CAFN may deduct any monies owed by the Contractor to CAFN under this or any other agreement against any payment due to the Contractor.

STATUS OF CONTRACTOR

8. The Contractor agrees that the Contractor is an independent contractor and not an employee of CAFN. The Contractor understands and agrees that CAFN shall not be responsible for paying withholding taxes, license fees, workers compensation premiums, unemployment insurance payments or any other payroll deductions required by law.
9. The Contractor shall be responsible for providing its own materials and equipment.
10. The Contractor shall obtain and remain either registered and in good standing with the appropriate worker's compensation agency or exempt from worker's compensation legislation in the location in which Services are rendered for the term of this agreement. The Contractor shall provide evidence of compliance or exemption at the request of CAFN.
11. Notwithstanding anything to the contrary in this agreement, CAFN may retain the amount of any assessment or contribution required to be paid by CAFN pursuant to the applicable workers' compensation legislation as a result of the Contractor's failure to pay such assessments or contributions.
12. The Contractor represents and warrants that it is and will remain for the term of this agreement a member in good standing of any required membership body or professional designation. Services performed will be of professional quality and consistent with generally accepted industry standards.




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13. The Contractor is not aware of any actual or potential conflict of interest in providing the Services under this agreement. The Contractor and its directors, officers, employees, agents, and permitted subcontractors shall avoid any conflict of interest in the provision of the Services. If the Contractor discovers that an actual or potential conflict of interest arises during the provision of the Services, the Contractor shall immediately notify CAFN of such conflict of interest and shall comply with any requirements reasonably prescribed by CAFN to rectify the conflict of interest. CAFN may terminate this agreement, without any liability, immediately upon written notice to the Contractor if:
- a. the Contractor fails to notify CAFN of an actual or potential conflict of interest;
 - b. the Contractor fails to rectify a conflict of interest as reasonably prescribed by CAFN or;
 - c. the conflict of interest cannot be rectified.

TERM AND TERMINATION

14. Time is of the essence of this agreement and if either party fail to perform the covenants on their part to be performed at the times fixed for performance under the terms of this agreement, the other party may elect to terminate this agreement.
15. Either party to this agreement may terminate the contract immediately in the event of a material breach by the other party of its obligations hereunder, including any of the representations, warranties and covenants hereunder, provided that such breach is not cured within thirty (30) days' of notice to the other party of the breach.
16. Either party may terminate this Agreement, upon written notice to the other party, if such other party is subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without the other party's consent, if the other party assigns its property to its creditors or performs any other act of bankruptcy or if the other party becomes insolvent and cannot pay its debts when they are due.
17. The death or incapacity of the Contractor shall terminate the agreement as of the date of death or incapacity.
18. Both parties may agree in writing to terminate this agreement for any reason.
19. Any work done up to the termination date will be provided to CAFN before or on the termination date.
20. CAFN will pay the Contractor's reasonable expenses for work completed satisfactorily up to the termination date.



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WORK PRODUCT

21. The product Services including, without limitation, all works, reports, writings, documents, designs, specifications, data, software, findings, inventions and other information, materials or deliverables, created by the Contractor and/or provided by the Contractor under this agreement (“Work Product”) will be the sole and exclusive property of CAFN. Without limiting the generality of the foregoing, CAFN will be the sole owner of, and the Contractor hereby assigns and agrees to assign, all rights in and to the Work Product including patents, trade secret rights, copyright and other proprietary rights, whether or not those rights exist or come into existence hereafter and whether those rights are now known, recognized or contemplated. Subject to Section 26 below, upon completion of the Services, the Contractor may retain one copy of the Work Product. The Contractor will keep the Work Product strictly confidential and will not be entitled to sell, or otherwise transfer, the Work Product to any third party or make any use whatsoever of the Work Product. The Contractor will cause its employees and any permitted subcontractors to strictly comply with the terms of this section.
22. The Contractor will execute and deliver to CAFN all instruments and take any other actions that CAFN may reasonably require, including, without limitation, obtaining express and irrevocable waivers of moral rights from all individuals involved in the performance of this agreement, to effect, perfect, register, or record its interest in the Work Product or give full effect to this agreement at any time during the term of this agreement or after termination of this agreement. CAFN will pay the Contractor’s reasonable expenses in doing so.
23. The Service and the Work Product will be developed by the Contractor especially for CAFN. Neither the Services nor the Work Product will infringe upon any patent, copyright, licence, trade secret or other proprietary right of any third party. The Contractor will indemnify, defend (at CAFN’s option), and hold the CAFN free and harmless from any cost (including legal fees of a solicitor and own client basis), expense, loss, obligation or damage suffered or incurred by CAFN as a result of any suit, proceeding or otherwise to the extent that they are based upon a claim that any portion of the Services or Work Product infringes any patent, copyright, licence, trade secret or other right.

CONFIDENTIALITY

24. For the purposes of this Agreement, “Confidential Information” means all technical, corporate, financial and economic, legal and other information or knowledge generally concerning CAFN or any of its entities, or other parties in which it has an interest, and includes this agreement, the Services or Work Product, whether disclosed orally, or in the form of written material, computer data or programs, and includes information respecting models, mechanisms, processes, photographs, intellectual property, know-how, trade secrets or otherwise, however obtained, and whether obtained before or after the execution of this agreement, but does not include information that:
 - a. is disclosed lawfully to the Contractor by a third party who has no obligation of confidentiality to CAFN with respect to the disclosed information;



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- b. is or becomes generally known to the public, other than by breach by the Contractor of its obligations under this agreement or;
 - c. is already known by the Contractor before disclosure by CAFN under the agreement, as evidenced by the written records of the Contractor, and which is not the subject of a previous confidentiality agreement between the parties.
25. The Contractor will maintain the Confidential Information in strict confidence and will not disclose that information to any subcontractor or employee, except to the extent necessary to perform the Services, or to any third party, except with the prior written consent of CAFN. The Contractor agrees that it will inform its subcontractors and employees performing the Services of the confidential nature of the Confidential Information and will ensure that those subcontractors and employees maintain the confidentiality of the Confidential Information in accordance with the terms of this agreement. If requested by CAFN, the Contractor will cause each of its subcontractors and employees, and any third party to whom the Confidential Information is disclosed with the consent of CAFN, to execute and deliver to CAFN a written confidentiality agreement in favour of CAFN upon the terms and conditions substantially as set out in this section and as approved in writing by CAFN.
26. Upon termination of this agreement or otherwise upon the request of CAFN, the Contractor will deliver to CAFN all copies, whether written, in the form of computer data or otherwise, as reasonably required by CAFN, of all Confidential Information in the possession of the Contractor or other parties to whom the Contractor has provided Confidential Information in accordance with this agreement. Subject to this section, any parties to whom the Contractor has provided Confidential Information in accordance with this agreement will not retain copies of any Confidential Information. The Contractor may, subject to its confidentiality obligations herein, retain one copy of the Confidential Information, in a secure location, for the sole purpose of confirming compliance with its obligations pursuant to this agreement and with any applicable registered professional associations and for no other purpose. For greater certainty, the Contractor shall not use the Confidential Information, including, without limitation, the Work Product for any other purpose.

INSURANCE, INDEMNIFICATION AND LIMITATION OF LIABILITY

27. The Contractor shall provide and maintain professional liability insurance or such other general liability insurance as CAFN may require for the protection against any claims relating to the Services.
28. The Contractor shall fully indemnify, defend (at CAFN’s option) and save harmless CAFN, its contract personnel, representatives, agents and employees from and against all claims, liabilities, loss, damages, demands or costs (including legal costs) to the extent arising from or related to:
- a. any act or omission of the Contractor in performing its obligations under this agreement;
 - b. errors or negligent acts by the Contractor;



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- c. breach of this agreement, breach of any statutory or professional duty by the Contractor and;
- d. any injury (including death) to persons, damage to or loss of property, damage to the environment, infringement of rights (including intellectual property rights or any claims, liabilities, demands or costs whatsoever to the extent arising from or related to the fault or legal responsibility of the Contractor.

For greater certainty, the term "Contractor" for the purposes of this indemnity clause includes the Contractor and its officers, employees, permitted subcontractors, agents and successors or permitted assigns. This indemnity clause survives the expiry or termination of this agreement.

29. Subject to this section, the Contractor's liability for damages and costs which CAFN may have against it or its affiliates, directors, officers, employees, contract personnel and representatives under this agreement or in any way related to the Services, whether such damages, liabilities and costs arise in contract, tort or under any other theory of liability, shall be limited to three (3) times the aggregate amount payable by CAFN in consideration of this agreement. CAFN's liability for damages and costs which the Contractor may have against it or its employees, contract personnel, representatives and agents under this agreement or in any way related to the Services, whether such damages, liabilities and costs arise in contract, tort, negligence or under any other theory of liability, shall be limited to the aggregate amount payable by CAFN in consideration of this agreement. Subject to this section, the parties shall in no case be liable for indirect or exemplary damages or for damages for loss of profits or income, loss of clients, loss of reputation, loss of financing or loss of business opportunity. Notwithstanding the foregoing, nothing in this agreement shall limit the Contractor's liability for:
- a. negligence, fraud or willful misconduct;
 - b. loss or damage to property or injury to or the deaths of any person(s);
 - c. the Contractor's indemnities herein or;
 - d. any damages or other amounts for which the Contractor has insurance coverage or professional liability coverage.

GENERAL

30. This agreement shall be governed by and construed in accordance with the laws of the Yukon Territory and the Champagne and Aishihik First Nations.
31. The Contractor may not assign or subcontract its obligation under this agreement without the prior written consent of CAFN. The Contractor will be responsible for any permitted subcontractors.
32. This agreement shall ensure to the benefit of and be binding on the parties and their respective successors and permitted assigns.
33. Any provision of this agreement which is accrued but not discharged shall not be effected by termination of this agreement.



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34. The headings in this agreement are for convenience of reference only and shall not affect the construction or interpretation of this agreement.
35. The Contractor acknowledges reading and understanding this agreement and agrees to be bound by its terms and conditions. Further, the Contractor agrees that it is the complete statement of the agreement between the parties and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement

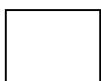
**CHAMPAGNE AND AISHIHIK FIRST
NATIONS:**

Signed: _____
Name: _____
Title: _____
Date: _____

(Company/Contractor name):

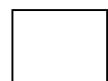
Signed: _____
Name: _____
Title: _____
Date: _____

Signed: _____
Name: _____
Title: _____
Date: _____



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OATH OF CONFIDENTIALITY

In recognition of the compensation and other rights and benefits provided to me as a Consultant/Contractor for the Champagne and Aishihik First Nations and/or any one of its subsidiaries or sister companies. I HEREBY SOLEMNLY DECLARE that I will preserve and maintain the confidentiality and secrecy of all the business dealings, affairs, records, reports and information available or otherwise known to me in the course of my past, present, and future work with Champagne and Aishihik First Nations and/or its subsidiaries or sister companies.

Specifically, I will not at any time or under any circumstances or in any manner, make known to any non-eligible person, persons, or organizations, the information and transactions of the Champagne and Aishihik First Nations and/or any of its subsidiaries relating to my work or otherwise known to me except as authorized by the First Nations Council. Further, I will adhere to this Oath of secrecy after leaving their service.

I have read and promise to adhere to this Oath of Confidentiality on _____.
(date)

Contractor _____

Location _____

Witness _____



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