

## Electronic Invoicing Agreement

Entered into the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

### BETWEEN

The Province of New Brunswick as represented by the MINISTER OF SOCIAL DEVELOPMENT hereinafter called the "Minister"

### AND

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(hereinafter called the Vendor)

This contract forms the terms and conditions of the Electronic Invoicing Agreement the "Minister" agrees to provide the Vendor with a process for submitting invoices electronically based on the following conditions and the content contains the entire agreement of the parties and neither party shall be bound by any statement or representation not contained herein, unless reduced to a formal, written, and approved amendment to this contract.

1. This contract is governed by and construed in accordance with the laws in force in the Province of New Brunswick. If any provision of this contract shall be found to be or be deemed illegal or invalid, the remainder of the contract shall not be affected thereby.
2. "Minister" when used herein includes all employees designated by the Minister of Social Development to act on the Minister's behalf.
3. The Vendor shall treat as confidential during as well as after providing of the agreed service, all information of the affairs of the Crown to which the Vendor becomes privy including all information regarding individual Social Development clients.
4. The Vendor acknowledges that paper originals to support the submission of the invoice have to be retained for a minimum seven year period.
5. The Vendor assumes responsibility for all staff authorized to use the electronic invoice website and will be held accountable for their actions
6. Vendors are required to provide and maintain all the equipment and software including supporting their agency staff in its use.
7. The Vendor shall not assign this contract, or any part thereof, without prior written approval of the Minister whose approval may be withheld at the Minister's sole discretion or given subject to such terms and conditions as the Minister may impose.
8. This contract shall be suspended or terminated without any liability or liquidated damages incurred or payable by the Minister immediately upon written notification from the Minister to the Vendor.
9. The Vendor agrees to allow the Minister at all reasonable times to inspect and copy all relevant materials as well as view originals which exist to support the submission of electronic invoices, including , accounting records , findings , software, data , reports and documents , whether completed or not , without limitation.

10. This agreement relates to Electronic Invoicing only and in no way alters or supersedes any contract the Vendor has already signed with Social Development for delivery of services.
11. The Electronic Invoicing only applies to payment for services under Programs covered by the Family Services Act, with a service requisition.
12. This agreement will be for a three year period. Both parties agree that this contract shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_. This contract shall continue past the termination date until a new contract is negotiated, unless the contract is terminated further to Section 8.

**IN WITNESS WHEREOF** this contract has been executed by \_\_\_\_\_  
 On behalf of the Minister of Social Development on this \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
**Witness** **On Behalf of the Minister**

On the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**Witness** **Vendor**