

## MARRIAGE LICENCE MODERNIZATION PHASE 2 PARTICIPATION AGREEMENT

**BETWEEN the following Parties:**

**His Majesty the King in right of Ontario  
as represented by the Ministry of Public and Business Service  
Delivery and Procurement  
(the “Province”)**

**- and -**

**[enter the full legal name of the municipality]**

**(the “Participant”)**

### **PREAMBLE**

1. The Minister of Public and Business Service Delivery (the Minister) is responsible for the administration of the *Marriage Act*, R.S.O. 1990, c. M3, as amended (“MA”), and the *Vital Statistics Act*, R.S.O. 1990, c. V.4, as amended (“VSA”).

2. The Minister, as the Registrar General under the VSA, is responsible for, among other things, administering a system of registration of marriages, under the VSA, that occur in Ontario.

3. The Registrar General’s powers and duties are delegated to the Deputy Registrar General (“DRG”) pursuant to subsection 66(1) of Regulation 1094 (General) made under the VSA.

4. The DRG has responsibility for supervising the Office of the Registrar General of Ontario, which is a part of ServiceOntario’s Ministry of Public and Business Service Delivery and Procurement (MPBSDP).

5. MPBSDP is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31 (“FIPPA”) as an institution under that Act.

6. The Participant is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 c. M. 56, (“MFIPPA”) as an institution under that Act.

7. Under clause 21(1)(a) of FIPPA, personal information under the control of an institution, as defined in FIPPA, may be used and disclosed by the institution if disclosure is in accordance with section 42 of FIPPA.

8. Under subsection 1(1) of the MA, “issuer” means a person authorized under that Act to issue marriage licences.

9. Under subsection 11(1) of the MA, marriage licences may be issued by the clerk of every local municipality except a township.

10. Under subsection 11(3) of the MA an issuer may, with the approval in writing of the Minister or of the head of the council of the local municipality of which he or she is clerk, appoint in writing one or more deputies to act for him or her, and any such deputy while so acting has the power of the issuer appointing him or her.

11. Subsection 12(1) of the MA provides that an issuer or the Minister may require evidence to identify any applicant or to establish his or her status and may examine, under oath if required, any applicant or other person as to any matter pertaining to the issue of a licence.

12. Subsection 12(2) of the MA provides that where an issuer has reason to believe that any information set out in an application for a licence is untrue, he or she shall not issue the licence unless, on the production of such further evidence as the issuer may require, he or she is satisfied as to the truth of the information.

13. Section 15 of the MA provides that issuers may administer oaths and affirmations for the purposes of the MA.

## **1.0 ENTIRE AGREEMENT**

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule “B” - Process and Provisions

Schedule “C” - Roles and Responsibilities

Schedule “D” - Designated Officials

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

### **3.0 COUNTERPARTS**

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

### **4.0 AMENDING THE AGREEMENT**

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

### **5.0 ACKNOWLEDGEMENT**

- 5.1 **Acknowledgement.** The Participant acknowledges that:
  - (a) during Phase 2 of the MLM initiative (“MLM Phase 2”), the Participant will continue to accept paper-applications for marriage licences if they receive them, whether or not the MLM MVP Application is operational;
  - (b) the Participant will continue to issue marriage licences to qualifying Applicants whether or not the MLM MVP Application is operational;
  - (c) participation in MLM Phase 2 is fully voluntary and there will be no monetary compensation for the Participant participating in MLM Phase 2;
  - (d) participation includes attending user research activities as required by the Province including: usability testing sessions, status update meetings and information and training sessions before launch of the MLM MVP Application;
  - (e) the Participant is responsible for its own resources and expenses to enable the Participant to utilize the MLM MVP Application fully;

- (f) the Participant is committed to continuing work with the Province on the next phase of the MLM initiative or any future iterations of the MLM MVP Application; and
- (g) periodically it will be necessary that the MLM MVP Application be off-line in order to perform technical or software updates or fixes or hardware maintenance.

**6.0 SURVIVAL**

6.1 Terms A2.1(d), A6.1, A9.1, and B1.2 of this Agreement survive termination.

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the Ministry of Public and  
Business Service Delivery and Procurement**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Sirad Mohamoud  
Title: Director, Vital Events Registry Services

**[enter the full legal name of the Participant  
municipality]**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Name:**  
**Title:**

I have authority to bind the Participant.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered between the Province and the Participant, all the schedules listed in section 1.1, and any amending agreement entered pursuant to section 4.1.

**"Applicant"** means an individual who is interested in receiving a marriage licence and submits information into the MLM MVP Application.

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays.

**"Event of Default"** has the meaning ascribed to it in section A8.1.

**"Indemnified Parties"** means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

**"Loss"** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the MLM MVP Application or any other part of the Agreement

**"MLM"** means marriage licence modernization.

**“MLM initiative”**, means the project to achieve an electronic process that enables the application for and issuance of a marriage licence in Ontario to supplement the paper process that currently exists in Ontario.

**“MLM MVP Application”** means the marriage licence modernization Minimum Viable Product created by MPBSDP which: enables Applicants to apply electronically for a marriage licence; allows a Participant to obtain information necessary to issue a marriage licence; and which has the minimum features to permit usability while allowing MPBSDP to gather the maximum amount of proven user knowledge to improve the product accordingly, over a short time, with limited resources.

**“MLM Phase 2”** means the phase during which: the Participants will use the MLM MVP Application and MPBSDP will design and develop enhancements to the MLM MVP Application iteratively based on research activities such as design and usability testing sessions.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Parties”** means the Province and the Participant.

**“Party”** means either the Province or the Participant.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings, or prosecutes as a result of or in connection with the MLM MVP Application, or with any other part of the Agreement.

**“Resource(s)”** means any software, hardware and/or people required for using the MLM MVP Application.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

A2.1 **General.** The Participant represents, warrants, and covenants that:

- (a) the Participant is an institution under MFIPPA and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out its obligations under this Agreement including but not limited to its functions and tasks described in Schedule “B”;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other

orders, rules, and by-laws related to any aspect of the MLM initiative and use of the MLM MVP Application; and

- (d) unless otherwise provided for in the Agreement, any information the Participant provided to the Province in support of its request to enter into the MLM initiative was true and complete at the time the Participant provided it and the Participant will notify the Province if that information becomes untrue or incomplete while this agreement is in effect.

**A2.2 Execution of Agreement.** The Participant represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) has taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** As an institution under MFIPPA, the Participant represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Participant institution;
- (b) procedures to enable the Participant's ongoing effective functioning;
- (c) decision-making mechanisms for the Participant institution;
- (d) procedures to enable the Participant to address internal processes or procedures that the Participant considers necessary to carry out its obligations under the Agreement;
- (e) procedures to enable the Participant to use the MLM MVP Application successfully for the entire duration of the MLM Phase 2; and
- (f) procedures to enable the Participant to identify risks to the completion of the MLM Phase 2 and strategies to address the identified risks, all in a timely manner.

**A2.4 Supporting Proof.** Upon the request of the Province, the Participant will provide the Province with proof of the matters referred to in Articles A2.1 through A2.3 inclusive.

### **A3.0 COMMENCEMENT AND TERM OF THE AGREEMENT**

**A3.1** The Agreement will come into effect on the date of last signing and will remain in effect until terminated pursuant to Article A7.0 or Article A8.0 subject to review of the Agreement by the Province every five-year period.

## **A4.0 OPERATION AND MAINTENANCE OF THE MLM MVP APPLICATION**

### **A.4.1 The Province will:**

- (a) use its best efforts to ensure that that MLM MVP Application is operational Monday through Sunday from 00:00 a.m. to 23:59 p.m.;
- (b) perform routine maintenance on the MLM MVP Application on Sundays from 05:00 a.m. to 08:00 a.m. during which time the MLM MVP Application may be unavailable; and
- (c) respond to technical queries sent by the Participant to MLMTechicalSupport@ontario.ca

## **A5.0 COMMUNICATIONS REQUIREMENTS**

### **A5.1 Acknowledge Support.** Unless the Province directs the Participant to do otherwise, the Participant will, in any publication it makes which mentions the MLM initiative, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the MLM initiative;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Participant and do not necessarily reflect those of the Province.

## **A6.0 INDEMNITY**

### **A6.1 Indemnify.** The Participant will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, arising from or in any way attributable to this Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A7.0 TERMINATION ON NOTICE**

### **A7.1 Termination on Notice.**

- (a) The Province's signatory to this Agreement or their delegate may terminate the Agreement at any time without liability, penalty, or cost upon giving thirty (30) days written Notice, by electronic mail, to the Participant's signatory of this Agreement.



(b) The Participant's signatory to this Agreement, or their delegate may terminate the Agreement and end participation in MLM Phase 2 without liability, penalty or cost, by giving at least thirty (30) Business Days written Notice to:

- i. the Director, Vital Statistics Registry Services Branch as described in Schedule "D"; and to
- ii. [MarriageLicenceModernization@ontario.ca](mailto:MarriageLicenceModernization@ontario.ca)

**A7.2 Consequences of Termination on Notice.** If either Party terminates the Agreement pursuant to Article A7.1, the Province may take one or more of the following actions:

- (a) remove or limit further access to the MLM MVP Application by the Participant; and
- (b) provide the Participant with an off-boarding guide and next steps for the Participant to follow.

## **A8.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A8.1 Events of Default.** Each of the following events will constitute an Event of Default if in the opinion of the Province the Participant breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) fails to carry out the functions and tasks specified in Schedule "B", article B1.2, and any other obligations it has under the Agreement;
- (b) fails to provide timely feedback on potential improvements; or
- (c) engages in the unauthorized or fraudulent use of the MLM MVP Application or information it obtained through the MLM MVP Application.

**A8.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate action the Province reasonably considers necessary in order to facilitate the successful continuation or completion of the MLM Phase 2;
- (b) provide the Participant with an opportunity to remedy the Event of Default; and

- (c) (i) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province; and  
  
(ii) provide an off-boarding guide and next steps for the Participant to follow.

**A8.3 Opportunity to Remedy.** If, pursuant to Article A8.2(b), the Province provides the Participant with an opportunity to remedy the Event of Default, the Province will give Notice to the Participant of:

- (a) the particulars of the Event of Default; and
- (b) the Notice period.

**A8.4 Participant not Remediating.** If the Province provides the Participant with an opportunity to remedy the Event of Default pursuant to section A8.2(b), and:

- (a) the Participant does not remedy the Event of Default within the Notice period;
- (b) it becomes apparent to the Province that the Participant cannot completely remedy the Event of Default within the Notice period; or
- (c) the Participant is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice period or initiate any one or more of the actions provided for in Articles A.8.2(a) and (c).

**A8.5 When Termination Effective.** Termination under Article A8.0 will take effect as provided for in the Notice.

## **A9.0 GOVERNING LAW**

**A9.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the applicable laws of the Province of Ontario, and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario and all courts competent to hear appeals from them, which will have exclusive jurisdiction over such Proceedings.

## **A10.0 FURTHER ASSURANCES**

**A10.1 Agreement into Effect.** The Participant will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**A10.2 Parties to Assist Each Other.** The Parties will assist each other if one party reasonably requests assistance from the other regarding any relevant privacy concern, including complaints of individuals, and complaints and reviews conducted by the Information Privacy Commissioner of Ontario.

**A10.3 Amendment.** No amendments to this Agreement will be binding upon the Parties unless in writing and signed by both Parties.

**A10.4 No Waiver.** A waiver of any failure to comply with any term of this Agreement will be in writing and signed by the Party providing the waiver. Every such waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent or previous failure to comply.

**A10.5 Assignment and Transfer.** Neither Party may assign or transfer this Agreement, any part of this Agreement, or any benefit or interest in or under this Agreement, without the prior written consent of the other Party.

**A10.6 Cumulative Rights and Remedies.** Except to the extent otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative and are in addition to, and not in substitution for, any rights and remedies provided by law or equity.

**A10.7 Contract Binding.** This Agreement enures to the benefit of and is binding upon the Parties and their successors, executors, administrators and their permitted assigns.

**A10.8 Participant Not a Partner, Agent or Employee.** The Participant has no power or authority to the Province or to assume or create any obligation or responsibility, express or implied, on behalf of the Province. The Participant will not hold itself out as an agent, partner or employee of the Province. Nothing in this Agreement will have the effect of creating an employment, partnership or agency relationship between the Province and the Participant (or any of the Participant's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors) or constitute an appointment under the *Public Service Act*, R.S.O. 1990, c. P.47, as amended.

**SCHEDULE “B”  
PROCESS AND PROVISIONS**

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**B1.0 PROCESS**

**B1.1 MLM Phase 2 functions and tasks.**

- (a) Each Participant is required to perform the following functions and tasks:
- (i) engage in testing of the MLM MVP Application as directed by the Province;
  - (ii) access the MLM MVP Application and use it in accordance with a User Guide or other instructions provided by the Province;
  - (iii) complete review of the information submitted by an Applicant into the MLM MVP Application;
  - (iv) engage in communications with an Applicant respecting anything relevant to the MLM MVP Application, including, but not limited to deficiencies in the information provided by an Applicant;
  - (v) print relevant information on to marriage licence stock;
  - (vi) issue a marriage licence to any qualified Applicant under section 11 of the MA; and
  - (vii) maintain contact with the Province’s MLM project team via electronic mail to [MarriageLicenceModernization@ontario.ca](mailto:MarriageLicenceModernization@ontario.ca).
- (b) Each Participant agrees with and confirms that in all events and circumstances during MLM Phase 2:
- (i) it will not replace the existing paper-based process of issuing a marriage licence, with the MLM MVP Application, and Applicants will therefore be able to choose whether to apply for a marriage licence by submitting a paper application to the Participant or by uploading information to the MLM MVP Application;
  - (ii) while this Agreement is in effect, it will not permit Applicants to submit applications for marriage licences through the Participant’s own online application service and will instead direct Applicants to apply for a marriage licence via the MLM MVP Application or by submitting a paper application;
  - (iii) it will continue to be obliged to carry out its duties under the MA as an issuer of marriage licences including, but not limited to refraining from issuing a marriage licence to any person whom the issuer has reasonable grounds to

- believe lacks mental capacity to marry;
- (iv) it will continue to take oaths and declarations from Applicants; and
  - (v) it will continue to receive documents in-person, as required to facilitate the issuance of marriage licences, including where an Applicant is unable to upload a document via the MLM MVP Application, or, where an Applicant chooses to apply for a marriage licence via the paper-based process.

**B1.2 Information Management.** The Parties agree that:

- (a) Information shall be collected, used, retained, disclosed, destroyed or disposed of, and otherwise administered in accordance with the MA, FIPPA, MFIPPA and the VSA, and the directives on privacy, data security and retention of records provided to the Participant by the Province, whichever shall apply.
- (b) The Province will collect information, including personal information through the MLM MVP Application under the authority of section 12 of the MA.
- (c) Before an Applicant uploads personal information to the MLM MVP Application the Province will provide each Applicant a notice which will include:
  - (i) the legal authority for the collection of personal information;
  - (ii) the principal purpose or purposes for which the personal information is intended to be used (i.e., issuance of a marriage licence by a Participant); and
  - (iii) the title, business address and business telephone number of an officer or employee of the Province who can answer the individual's questions about the collection of their personal information.
- (d) Personal information entered by an Applicant into the MLM MVP Application would be collected indirectly by a Participant through the MLM MVP Application under the authority of clause 29(1)(b) of MFIPPA.
- (e) Participants will use the personal information they collect indirectly in order to facilitate the Participant's issuance of a marriage licence and for no other purpose.
- (f) The Province will use the personal information uploaded through the MLM MVP Application to, to register and record marriages, provide: certified copies of marriage registrations, extracts, certificates, search notices or photocopies, and potentially for statistical, research, medical, law enforcement, adoption and adoption disclosure purposes if permitted by law.

### **B1.3 Provisions – “Authorized Users”.**

- (a) The Participant shall ensure that only Authorized Users employed by the Participant have access to the MLM MVP Application.
- (b) The Participant will select a representative employee of the Participant at the manager level or higher, who shall be the direct contact for the MLM project team and shall create and maintain a list of “Authorized Users” which it will provide to the Province, which includes all employees of the Participant who require access to the MLM MVP application.
- (c) If the representative employee of the Participant needs to relinquish their role, that person will nominate another Participant employee to take on the role of representative employee described at Article B1.3(a), who shall be employed at the manager level or higher.
- (d) The representative employee of the Participant shall be responsible for ensuring that the list of “Authorized Users” remains accurate and up to date.
- (e) The Participant’s signatory to this Agreement or their delegate may modify the list of Authorized Users, after ensuring that each additional individual shown as an Authorized User meets the requirements applicable to Authorized Users set out in this Agreement. The Participant shall notify the MLM project team of any changes to the list of Authorized Users.
- (f) If the Participant suspends or terminates an Authorized User's employment or appointment at any time, the representative shall notify the MLM project team.
- (g) The Participant shall ensure that the Authorized Users, maintain the confidentiality of any access code and personal identification number (PIN) provided by the MLM project team with respect to the MLM MVP Application; and
- (h) an Authorized User must not share their login credentials with anyone.

**SCHEDULE “C”  
ROLES AND RESPONSIBILITIES**

<b>Services</b>	<b>MPBSDP Responsibility</b>	<b>PARTICIPANT Responsibility</b>
<b>Service Delivery</b>	Assign responsibility to one primary individual and a back-up at ServiceOntario to ensure services are delivered according to this Agreement.	Assign responsibility to one Authorized Person and a back-up at the Participant to ensure compliance with this Agreement.
<b>Human Resources</b>		Ensure that only Authorized Persons and Authorized Users view and maintain Information accessed through the MLM MVP Application.
<b>Security, Privacy, and Compliance Issues</b>	<p>In addition to any other requirements of this Agreement, ensure Records are encrypted and transmitted via secure methods.</p> <p>Maintain a list of Authorized Persons and Authorized Users.</p>	<p>In addition to any other requirements of this Agreement, ensure Records are used and stored in a secure environment and information accessed through the MLM MVP Application is only viewed by Authorized Persons.</p> <p>Notify MPBSDP when an Authorized Person no longer requires or is no longer authorized to have access to the MLM MVP Application.</p>
<b>Quality Assurance</b>	<p>Maintain MLM MVP Application</p> <p>Investigate and resolve, where possible, data integrity issues.</p>	Report any discrepancies, suspected errors or unusual indicators as a result of using the MLM MVP Application.
<b>Destruction Methods</b>	Maintain a log of Records that have been destroyed, noting the date and time of destruction.	Destroy all electronic Records ensuring that there are no copies of Records stored anywhere on the system or in any connected systems, peripheral devices or any portable storage devices or media. Information must be permanently deleted from all memory sources.

**SCHEDULE “D”  
DESIGNATED OFFICIALS**

For MPBSDP	For PARTICIPANT
<p>Technical Support for the MLM MVP Application – MLMTechnicalSupport@ontario.ca</p> <p>Operational Contact for relationship management issues: <a href="mailto:MarriageLicenceModernization@ontario.ca">MarriageLicenceModernization@ontario.ca</a></p> <p>Designated official for the overall administration, implementation and operation of this Agreement:</p> <p>Sirad Mohamoud Director, Vital Events Registry Services Branch, ServiceOntario, Ministry of Public and Business Service Delivery and Procurement P.O. Box 6000 189 Red River Road Thunder Bay, Ontario, P7B 6N6</p> <p>E-mail: sirad.mohamoud@ontario.ca</p> <p>Designated official for reporting information security incidents:</p> <p>Head of Privacy ServiceOntario, MPBSDP 777 Bay Street, Suite 501 Toronto, Ontario, M7A 2J3</p> <p>Telephone: 1-416-326-5757 Email: <a href="mailto:privacy@serviceontario.ca">privacy@serviceontario.ca</a></p>	<p>Operational Contact - [insert name of contact and contact details here]</p> <p>Privacy Office [Insert name, business address and business telephone number of an officer or employee of the Participant who can answer an Applicant’s questions about the collection of their personal information.]</p>

- END OF AGREEMENT -