

Annex 3.5: Memorandum of Understanding Between PWGSC and the Canada Post Corporation**Introduction**

1. This Memorandum of Understanding (MOU) entered into by Public Works and Government Services Canada (PWGSC) and the Canada Post Corporation (CPC) establishes the terms and conditions under which PWGSC will continue to provide its services to CPC, until such time as the MOU is cancelled or modified.

Purpose

2. To confirm that PWGSC will continue to provide services to CPC as requested, PWGSC will work with CPC to define the services, in whole or in part, and to modify procedures in order to meet the requirements of the Corporation. CPC will be charged for those services provided at approved Treasury Board rates. However, under certain circumstances, these rates may not be applicable, and CPC will negotiate specific rates with PWGSC.

Term

3. This MOU shall remain in force for a minimum period of one year and, in order to conform to any revision to services and procedures which may be necessary as per 2 above, shall be revised accordingly at that time. Any changes to services as provided for by this MOU will be made in writing. A minimum of six months' notice will be given prior to implementation of such change. However, if mutual agreement is reached, changes could be made without a waiting period.

Service Level

4. Requests for service and the provision of the service shall be at present levels of service, as described in the PWGSC Customer Manual.

Billing for Services

5. As at present, invoicing for services shall be on a regular basis, identifying services provided and detailing the relevant charges. CPC will be billed upon the same basis as government departments are billed for PWGSC services. Billing fees shall be at Treasury Board or mutually agreed rates.

Responsibilities

6. CPC will be responsible for defining requirements and agreeing with PWGSC on the degree of flexibility in the requirements and in delivery schedules.
7. PWGSC will establish sources, call for bids and negotiate and issue contracts on request and in accordance with the authorities described in paragraph 8 of this MOU. On behalf of CPC, PWGSC will administer the contract and ensure that all the terms and conditions have been met.

Authority

8. PWGSC will act as an agent for CPC under the following authorities which are hereby delegated to the Deputy Minister, PWGSC (who may further delegate any such authority from time to time):

"In accordance with requisitions and/or instructions from duly authorized CPC personnel, authority to seek bids, proposals and quotations, and contract approval and signing authority for contracts, notices of award, formal agreements and amendments thereto."

9. PWGSC will modify its procedures and policies, as required, in order to conform to the authorities as delegated above.