

10# 572

**PHOTOCOPIER LEASES ASSIGNMENT,  
ASSUMPTION AND INDEMNITY AGREEMENT**

THIS AGREEMENT made as of the 4<sup>th</sup> day of July, 2003

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
(hereinafter called "Her Majesty"),  
as represented by the  
Minister of Indian Affairs and Northern Development,  
(hereinafter called the "Minister")

**OF THE FIRST PART**

**AND:**

**THE GOVERNMENT OF YUKON**  
(hereinafter called the "YG"),

**OF THE SECOND PART**

**WHEREAS** Her Majesty and YG have entered into a Yukon northern affairs program devolution transfer agreement which has been executed and delivered on the 29<sup>th</sup> day of October, 2001 (the "Transfer Agreement");

**AND WHEREAS** under the Transfer Agreement, Her Majesty has agreed to assign to YG all contracts entered into by Her Majesty with respect to the Yukon Northern Affairs Program (the "NAP"), the term of which extend beyond the Effective Date;

**AND WHEREAS** YG has waived its right to the assignment of certain contracts;

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Her Majesty and YG, the parties hereto covenant and agree with each other as follows:

## **ARTICLE 1 - DEFINITIONS**

### **Section 1.01 Definitions**

1.01.01 Capitalized words and phrases used in this Agreement shall, unless specifically defined in this Agreement, have the meanings set out in the Transfer Agreement.

1.01.02 In this agreement

**"Agreement"** means this Photocopier Leases Assignment, Assumption and Indemnity Agreement;

**"Photocopier Leases"** means the contracts listed in Schedule "A" attached hereto;

**"Transfer Agreement"** has the meaning set forth in the recitals;

**"Person"** means any individual, company, corporation, partnership, firm, trust, sole proprietorship, government or government agency, authority or entity, however designated or constituted; and

**"Third Parties"** means the Person who entered into a Contract with Her Majesty.

### **Section 1.02 Subdivisions**

1.02.01 Unless otherwise stated a reference herein or in a Schedule by numerical or alphabetical designation to an Article, Section, Subsection, Paragraph, Subparagraph or Schedule shall refer to the Article, Section, Subsection, Paragraph, Subparagraph or Schedule bearing that designation in this Agreement or in a Schedule.

### **Section 1.03 Number and Gender**

1.03.01 Words importing the singular shall include the plural and vice versa and words importing a particular gender shall include all genders. The use of the neuter singular pronoun to refer to YG is deemed a proper reference. The necessary

grammatical changes required to make the provisions of this Agreement apply shall in all instances be assumed as though in each case fully expressed.

**Section 1.04 Headings**

1.04.01 The division of this Agreement into Articles, Sections, Subsections, Paragraphs, and Subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

**Section 1.05 Schedules**

1.05.01 The document attached hereto as Schedule "A" forms an integral part of this Agreement as fully as if it was set forth herein *in extenso*.

1.05.02 All capitalized words and phrases used in Schedule "A" annexed hereto will have the same meanings as defined in this Agreement.

**Section 1.06 Governing Law**

1.06.01 This Agreement shall be interpreted in accordance with the laws in force in the Territory of Yukon subject always to any paramount or applicable federal laws.

**Section 1.07 Construed Covenants**

1.07.01 All of the provisions and each obligation or agreement of this Agreement, even though not expressed as a covenant, are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate provision hereof.

**Section 1.08 Extended Meanings**

1.08.01 The words "hereof", "herein", "hereto", "hereunder", "therein" and "thereto" and similar expressions used in this Agreement mean and refer to the whole of this Agreement and not to any particular Article or Section, unless the context indicates otherwise.

1.08.02 In this Agreement, "includes" means "includes, without limitation"; "including" means "including, without limitation"; "agrees" or "acknowledges" means "expressly agrees" or "expressly acknowledges"; "any" means "any and all"; and "law" means "law, by-law, regulation, order, decision and rule".

## **ARTICLE 2 - ASSIGNMENT**

### **Section 2.01 Assignment**

- 2.01.01 Her Majesty hereby transfers and assigns to YG, its successors and assigns all of the right, title and interest of Her Majesty in the Photocopier Leases, accruing on or after the Effective Date.

## **ARTICLE 3 - ASSUMPTION**

### **Section 3.01 Assumption**

- 3.01.01 YG hereby assumes, accepts and agrees to be bound by the terms, covenants and conditions contained in the Photocopier Leases, assigned to YG pursuant to Subsection 2.01.01 and agrees with Her Majesty, from and after the Effective Date, to observe and perform all covenants, conditions and agreements to be observed and performed by Her Majesty as if YG had been a party to the Photocopier Leases and had executed the Photocopier Leases directly with the Third Parties.

## **ARTICLE 4 - INDEMNITY**

### **Section 4.01 Indemnity by YG**

- 4.01.01 YG shall indemnify Her Majesty, or any of its employees or agents, against all costs, charges and expenses, including amounts paid to settle an action or to satisfy a judgement, that may be reasonably incurred in respect of any claim, action or other proceeding brought against Her Majesty, or any of its employees or agents, arising out of any acts or omissions of YG, its employees or agents on or after the Effective Date, in respect to the Photocopier Leases.

### **Section 4.02 Indemnity by Her Majesty**

- 4.02.01 Her Majesty shall indemnify YG, or any of its employees or agents, against all costs, charges and expenses, including amounts paid to settle an action or to satisfy a judgement, that may be reasonably incurred in respect of any claim, action or other proceeding brought against YG, or any of its employees or agents, arising out of any acts or omissions of Her Majesty, its employees or agents prior to the Effective Date, in respect to the Photocopier Leases.

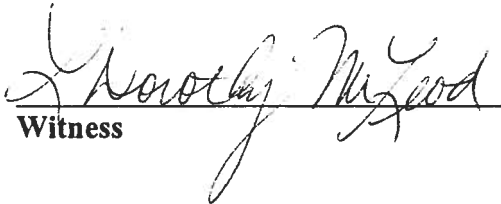
**ARTICLE 5 - EFFECTIVE DATE**


**Section 5.01 Effective Date**

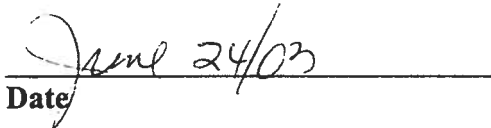
5.01.01 This agreement shall be effective as of April 1, 2003.

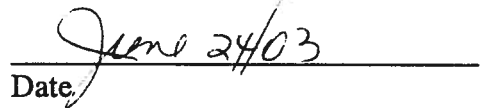
**IN WITNESS WHEREOF** the parties have hereunto subscribed their signatures attested to by the hands of their proper officers in that behalf.

**HER MAJESTY THE QUEEN IN  
RIGHT OF CANADA**  
as represented by the Minister of  
Indian Affairs and Northern  
Development

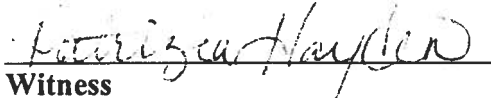
  
Witness


  
Elizabeth Hanson  
A/Regional Director General,  
DIAND Yukon Region

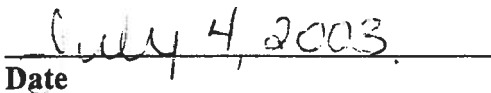
  
Date

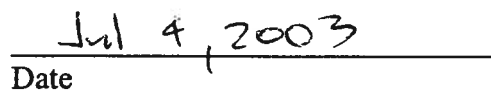
  
Date

**THE GOVERNMENT OF  
YUKON**

  
Witness

  
for John Stecyk, Deputy Minister,  
Highways and Public Works

  
Date

  
Date

**SCHEDULE "A"**

**To the Photocopy Leases Assignment, Assumption and Indemnity Agreement  
Between the Government of Yukon and Her Majesty the Queen in Right  
of Canada as represented by the Minister of Indian Affairs and Northern Development**

See attached list of Photocopier Leases.

## Contracts &amp; Standing Offers Going to Yukon Government

March 30, 2003

RCM	CONTRACT#	CONTRACTOR	CONTRACT DESCRIPTION	CURRENT LOCATION	COMPLETION DATE
Water Board	A7351-02-0024	Kyocera Mita	Photocopier	Yukon Territory Water Board	Sept 30, 2007
Administration	A7357-01-0117	Xerox Canada	Photocopier	Land Resources	Dec 31, 2005
Administration	A7357-02-0073	Xerox Canada	Photocopier	Mayo Minig Recorder	Sept 30, 2005
Administration	A7357-01-0024	Canon Canada	Photocopier	Renewable Resources	April 30, 2003
Administration	A7357-01-0025	Canon Canada	Photocopier	Fire Management	May 31, 2003
Administration	A7357-01-0026	Canon Canada	Photocopier	Mineral Resources	June 30, 2003
Administration	A7357-01-0060	Canon Canada	Photocopier	Corporate Services	Sept 30, 2003
Administration	A7357-01-0089	Canon Canada	Photocopier	Whitehorse Mining Recorder	Oct 31, 2003
Administration	A7357-01-0086	Canon Canada	Photocopier	Human Resources	Dec 31, 2004
Administration	A7357-02-0002-1	Canon Canada	Photocopier	Forest Resources	March 31, 2004
Administration	A7357-02-0042	Canon Canada	Photocopier	Field Ops, Whitehorse	May 31, 2004
Administration	A7357-02-0043	Canon Canada	Photocopier	Field Ops, Haines Junction	March 31, 2004
Administration	A7357-02-0044	Canon Canada	Photocopier	Water Resources	March 31, 2004
Administration	A7357-02-0045	Canon Canada	Photocopier	Field Ops, Mayo	March 31, 2004
Administration	A7357-02-0045	Canon Canada	Photocopier	Field Ops, Dawson	March 31, 2004
Administration	A7357-02-0045	Canon Canada	Photocopier	Field Ops, Watson Lake	March 31, 2004
Administration	A7357-02-0048	Canon Canada	Photocopier	Library Services	May 31, 2004
Administration	A7357-02-0053	Canon Canada	Photocopier	Environment Directorate	May 31, 2004
Administration	A7357-02-0056	Canon Canada	Photocopier	RDG Office	July 31, 2004
Administration	A7357-02-0068	Canon Canada	Photocopier	Watson Lake Mining Recorder	Aug 31, 2004
Administration	A7357-02-0069	Canon Canada	Photocopier	Teslin Field Ops	Sept 30, 2004
Administration	A7357-02-0081	Canon Canada	Photocopier	Finance	Nov 30, 2004
Administration	A7385-01-0011	Canon Canada	Photocopier	Pipeline	March 31, 2004