



COMMERCIAL VEHICLE REPAIR SHOP ACCREDITATION AGREEMENT

BETWEEN:

THE MANITOBA PUBLIC INSURANCE CORPORATION

-AND-

(FULL LEGAL NAME OF ACCREDITEE)



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TERMS AND CONDITIONS OF AGREEMENT

1.0 DEFINITIONS

“Accreditee” means the commercial vehicle repair shop that is accredited and listed on the cover page of this Agreement.

“Back-ordered Parts” means any part not available at the time of repair required to complete the repair that is on order from a supplier.

“Estimate” means an outline of proposed work required to place the Insured’s vehicle back into pre-accident condition.

“Finder-Fee Cards” means a gift card or any like reward for the purpose of compensating a third party who refers work to a Repair Shop.

“Giveaways” means an across-the-board reduction or benefit which affects the true cost of repairs including monetary merchandise or benefits.

“MCVRA” means Manitoba Commercial Vehicle Repair Association Inc.

“MPI” means The Manitoba Public Insurance Corporation

“MPI Intellectual Property” means any registered trademarks, patents, or copyrighted material of MPI.

“MPI Names” means the words “Manitoba Public Insurance”, Manitoba Public Insurance Corporation”, “MPI”, “MPIC” and “Autopac”.

“OEM” means original equipment manufacturer.

“Parts/Service Credits” means cash allowances to be applied towards the acquisition of parts or services.

“Pattern” means two (2) or more instances of fraudulent actions or behavior within a 365-day period.

“Representative” means an authorized representative of a party.

“Signing Officer” means the officer of the Accreditee duly recognized by MPI to sign on its behalf.

“Supplier” means provider.

“Sublet” means a task or service provided to the Accreditee by a 3rd party and forms part of the claim.

“Surcharging” means a vendor billing MPI above a supplier’s suggested list price for a part or service where the part or service supplier has provided for a reasonable mark-up over the vendor’s cost.

“You / Your” are reference to the Accreditee or its authorized representative.



2.0 PURPOSE

- 2.1 This agreement serves to set out the relationship between Accreditee and MPI and by signing it the parties agree to abide by its terms and conditions and maintain a positive and professional working relationship. The parties understood that any failure on their part to abide by the terms and conditions of this agreement may result in the termination of the agreement.

3.0 ACCREDITATION

3.1 Application

The application for commercial vehicle repair accreditation is attached to and forms part of this agreement.

3.2 Accreditation Requirements

- A. The Accreditee agrees to maintain all requirements for accreditation outlined in the application.
- B. As Accreditee, you understand and agree that if you do not maintain these requirements, then accreditation may or could be lost.

3.3 Inspection

- A. You agree to allow representatives of MPI to inspect your repair facility from time to time to confirm that all accreditation requirements are being maintained.
- B. You accept that these inspections will occur during normal business hours.
- C. Prior notice of such inspection of a minimum 4 hours shall be provided.
- D. The parties shall attempt to reschedule an inspection should the timing of same be unreasonable.
- E. A continued refusal to permit an inspection may result in the suspension of the accreditations.

3.4 No Giveaways

- A. You agree that Giveaways of products or services related to repairs are not permitted and agree to allow MPI to deduct the value of Giveaways from the repair accounts that you submit.
- B. You understand and accept that a Pattern of Giveaways will result in the suspension of your accreditation.

3.5 Proper Repairs

- A. You agree to complete repairs according to the MPI Estimate provided, subject to supplemental revisions, based on OEM recognized repair standards and where no OEM repair standard exists then established industry recognized repair standards.
- B. You agree to utilize products and repair techniques that ensure repairs meet all safety and quality standards. You understand and accept that a Pattern of improper repairs or billing for parts not supplied or for work not completed may result in the suspension of your accreditation.



- C. Industry recognized repair standards shall not be inferior or materially different than any existing OEM repair standards and recommendations.

3.6 Temporary Repairs

- A. You agree to complete repairs promptly upon receiving the vehicle owner's authorization to provide service to the owner and to mitigate loss of use and additional costs. Undue delays in repairs will be reported promptly to MPI, and the owner.
- B. If the vehicle is safe to operate or if temporary repairs can be made to make it safe to operate, the owner must be allowed to continue to drive the vehicle until the delay has been resolved.
- C. Any costs to complete the temporary repairs will be billed to MPI upon release of the vehicle.

3.7 Repair Delays

- A. You agree that if you have caused undue delay in the repair of a vehicle, MPI may give you written notice of these findings.
- B. Should a subsequent occurrence arise within a one-year period, a second MPI written notice will be sent detailing the loss of use cost which the undue delay has caused and will result in recovery from the repair facility.
- C. If you disagree with either decision or written notice, the matter may be appealed in accordance with the Article 12 – Dispute Resolution.

3.8 Provide a Repair Warranty

- A. You agree to warranty workmanship for a minimum period of ninety (90) days from the date the repairs were completed. Note: Frame repairs are not included due to the nature of repair and high potential of modified frame rails.
- B. You also agree to honour all suppliers and OEM warranties in performing the repairs and from the date the repairs were completed.
- C. You understand and agree that a failure to properly provide or honour such warranties may result in the suspension of your accreditation.

3.9 Approved Repair Estimate Changes

- A. You agree not to change an Estimate without first obtaining MPI approval.
- B. You understand and accept that unapproved changes to Estimates may result in the suspension of your accreditation. The parties agree that Part price updates are not considered to be unapproved changes.

3.10 Certified Repairs

- A. Subject to paragraph 3.09, you agree that one of your Signing Officers will sign the Estimate to certify that all the repairs listed have been completed and all itemized parts have been installed.
- B. You understand and accept that MPI may not pay for uncertified Estimates.



3.11 Back-Ordered Parts

- A. You agree to delete all charges related to Back-Ordered Parts from invoices submitted by you to MPI.
- B. You agree to subsequently invoice MPI for the costs associated with the Back-Ordered Parts after such Back-Ordered Parts are installed by you.
- C. You agree that you will ensure that the vehicle owner has inspected the work done by you and has certified the Back-Ordered Parts have been installed satisfactorily.
- D. You further agree that one of your Signing Officers will sign the Estimate to certify that all the repairs listed have been completed and all itemized parts have been installed.
- E. You understand and accept that a pattern of non-compliance with this paragraph may result in the suspension of your accreditation.

3.12 Collect Deductibles and Depreciation

- A. You agree to collect all deductibles or depreciation from vehicle owners shown on the Estimate along with any other agreed contribution to the repair cost.
- B. You agree not to use Finder-Fee Cards or issue Parts/Service Credits.
- C. You agree that you will not waive or otherwise offset any deductible, depreciation, or other agreed contribution. For greater certainty, you may place any deductible, depreciation, or other agreed contribution amounts owing on your account, on condition that you enter into a written contractual agreement with the insured claimant stating that such amounts shall be repaid to you in a period not to exceed 90 days from the date repairs were completed (the 'Repayment Period').
- D. You further agree to impose a further condition on insured claimants stipulating that failure to pay such amounts to accrue on the amount owing, such rate to exceed the Bank of Canada's Prime lending rate.
- E. You understand and accept that a pattern of non-compliance with this paragraph will result in the suspension of your accreditation.

3.13 Proper Signatures

- A. Before starting repairs, you agree to ensure that vehicle owners or their representatives have signed the repair authorization form.
- B. After completing repairs, you agree to ensure the vehicle owners, or their representatives have inspected the repairs and certified their satisfaction with the repairs by signing where indicated on the repair form.
- C. You understand and accept that MPI may delay payment of the invoice until it complies with MPI's requirements.
- D. You also understand and accept that a pattern of non-compliance with this paragraph may result in the suspension of your accreditation.



3.14 Insured Fails to Return to Repair Shop for Final Repairs and/or Signatures

- A. You agree that in the event that the vehicle owner is allowed to take and operate their vehicle, prior to all repairs being completed, and does not come back in to have repairs completed, or pay any and all outstanding Deductibles, Depreciation or other outstanding amounts, you will continue to contact them for a period of 21 days, with at least 6 documented attempts. These contacts must include more than one method (i.e., email and telephone, or some other combination). Further, the repair shop will notify MPIC after the 4th attempt, or no later than 14 days after the first attempt at contact if there has been no response from the vehicle owner.
- B. If vehicle owner continues to avoid returning to the shop, MPI will contact the customer and encourage them to return to the shop to complete the claim in its entirety.
- C. If the customer continues to refuse to cooperate, you can exercise your rights under The Garage Keepers Act as you deem necessary.
- D. MPI agrees and acknowledges that it will pay the repair shops invoice for work performed to date in relation to the claim. Any parts or materials ordered in relation to the claim but not used are the responsibility of the Accreditee.

3.15 Labour and Material Rates

- A. You agree to abide by the labour and material rates agreed to by the MCVRA and MPI as contained in the agreement between MPI and MCVRA dated June 5, 2023, as posted on the MPI Partners Website, and agree to not charge either MPI or its insured more than the agreed upon rates.
- B. You understand and accept that a pattern of non-compliance with this paragraph may result in a suspension of your accreditation.
- C. When the estimate calls for parts to be retained for salvage, you agree to retain all items indicated for a period not less than 30 days following your receipt of payment from MPI.
- D. Heavy Truck Exchange Program items are excluded from the scope of this provision.
- E. Failure to produce the parts for pickup within the above-mentioned time period will result in a recovery from you by MPI an amount that is up to 25% of the parts invoiced value.

3.16 Use of Registered Account Number

- A. You agree to not use another repairer's registered account number.
- B. If you have completed work on the vehicle; and the other repairer has also completed work on the same vehicle that is not a Sublet, you will both use your own separate registered account numbers to invoice MPI for the work you have done.
- C. Sublets will continue to have the historical application of 25% markup applied to invoice cost (not including labour) when submitting as part of the claim.
- D. You understand and accept that a failure to abide by the terms of this Section, may result in the suspension of your accreditation and registered account number.



3.17 Correct Amounts to be Invoiced

- A. You agree to allow MPI to adjust improperly invoiced amounts to the correct amounts and to issue payment based on the corrected amount, providing the reasons for the changes.
- B. Written notice will be provided to the repairer in all cases when the net charge exceeds \$10.00.

3.18 Notify MPI

- A. You agree to notify MPI in writing if the name, ownership, or location of your business is changing.
- B. You further agree that where you have advance knowledge of such a change, you shall notify MPI not less than ten (10) business days prior to the effective date of such a change.

3.19 Permission to Use Trademarks, Etc., Required

- A. You agree not to make use of any and all MPI Names, any and all MPI logos, or any other trademark, logo, business name, or trade name which is owned and/or used by MPI (the "MPI Intellectual Property"), without the prior written permission of MPI.
- B. You understand and accept that if you use any and all of the MPI Intellectual Property without first obtaining the prior written permission of MPI, your accreditation will be suspended.
- C. Upon suspension of your accreditation, you will remove the MPI Intellectual Property from your premises within 30 days.
- D. Failure to remove the MPI Intellectual Property within 30 days may result in MPI initiating legal proceedings against you, including but not limited to proceedings requesting injunctive relief.

4.0 BUSINESS REQUIREMENTS AND CERTIFICATIONS:

4.1 Sharing Premises

Each entity operating a vehicle repair business on the same premises shall be required to enter into an Accreditation Agreement with MPI to become an Accredited Shop.

4.2 Business Licenses and Permits

- A. You will maintain a valid business license if required to do so by the City or Municipality in which you operate.
- B. Additionally, you will maintain all valid permits and certificates as required by the City or Municipality, including but not limited to a health inspection certificate and a fire inspection certificate if applicable.
- C. You will maintain a valid certificate of good standing with the Worker's Compensation Board.
- D. Your business license, permits, certificates, and health and fire inspection certificates must be available for inspection at MPI's request.



4.3 Liability Insurance

- A. You agree to maintain the following minimum insurance policies during the Term of this Agreement:
 - 1. Comprehensive General Liability Policy with minimum limits of liability of five million Canadian dollars (\$5,000,000.00); and,
 - 2. Garage or Dealers Liability Policy which includes third party liability, as well as damage to Customers' vehicles which are in your care, custody, or control (which includes collision or upset and specified perils coverage) with minimum limits of liability of five million Canadian dollars (\$5,000,000.00).
- B. If the Accreditee changes its insurance coverage it must provide MPI with notice within 30 days of the change including the coverage or policy limit amounts in accordance with the notice provision of this Agreement.
- C. At MPI's request, you shall deposit certified copies of your original certificates and renewals with MPI, and each such policy or renewal shall be endorsed so that MPI shall be advised if altered or cancelled prior to expiry.
- D. You may not cancel or allow required policies to lapse during the Term of this Agreement unless they are being contemporaneously replaced by new, equivalent policies. MPI may suspend your accreditation if you lack any required insurance policy required under this Agree

5.0 ACCREDITATION SYSTEMS & TOOLING REQUIREMENTS

5.1 Estimating Platform

- A. Each accredited shop must have Mitchell Truck Max Estimating Platform software
- B. Each accredited shop will pay for their own licensing of Mitchell Truck Max Estimating Platform software. Mitchell and MPI agree and accept that the information available from operation of the Truck Max Estimating Platform will not provide Mitchell and/or MPI any visibility into the repairer business other than the MPI specific claims entered into this system. For further clarity, Mitchell and MPI recognize that any non MPI estimates are not to be accessed or shared with MPI and are to be treated by Mitchell in accordance with all applicable privacy legislation, whether federal or provincial.
- C. Alternatively, if an accredited shop would prefer to have MPI pay for Mitchell Truck Max Estimating Platform software, the Accreditee will need to request a Mitchell usage agreement from MPI and sign it.

5.2 Systems

- A. In order for you to receive the accredited labour rate for Paint and Body repairs you agree to have in place and keep in operational condition the following systems, tools and equipment, which allow you to perform safe, quality repairs. These include but are not limited to the following and will be confirmed in your Application for Accreditation.



- B. A paint application system and refinishing area that complies with relevant Building Codes, Municipal By-Laws, Environmental Laws, and Workplace Health and Safety Regulations in effect for the jurisdiction in which the shop is located and which will produce an original equipment manufacturers type of color and finish. The spray booth size must accommodate commercial vehicles (minimum booth size of 14 feet high and 16 feet wide). Any new applicants must have a minimum booth length of 44 feet long.

5.3 Major Tooling.

Note: The applicant must use products, equipment and methods that meet all Federal and Provincial Regulations, including the following specific requirements:

1. Pulling tower with extensions and anchoring system with a minimum pull height of 10 feet and which meets all Workplace Safety & Health standards. Facility must be fitted with floor anchor Pots.
2. Gauging and measuring equipment capable of reading three-dimensional damage (length, height and width)
3. M.I.G. welding equipment - minimum 230 volt
4. Aluminum welder minimum 230 volt
5. AC/DC arc welder minimum 230 volt
6. Huck bolt gun minimum 3/16 and 1/4"
7. Mono bolt gun minimum 3/16 and 1/4"
8. Minimum 3/4" inch drive impact gun
9. 3/4" drive torque wrench capable of reading 500 ft. lbs.
10. Minimum 10-ton floor jack
11. Minimum of four (4) - 10-ton jack stands
12. 4-ton and 10-ton hydraulic rams
13. Headlamp aiming equipment capable of aiming all types of headlamps

6.0 COMPLIANCE WITH LAWS:

6.1 Compliance with laws

- A. You must provide a working environment which is safe, healthy, free of hazards and complies with all applicable provincial building codes, municipal by-laws, environmental laws (including laws related to the disposal of hazardous waste), as well as workplace health and safety laws and regulations (including, but not limited to, Manitoba Regulation 217/2006, as amended from time to time).
- B. In addition, you and your Representatives shall at all times comply with all laws which are applicable to your business and operations.

6.2 Behaviour

The parties shall ensure that Customers and the parties' Representatives are safe and free from abusive and unwelcome behaviour that degrades, demeans, humiliates, or embarrasses a person, in their dealings with the parties and their Representatives.

7.0 PRIVACY

7.1 For greater clarity, the Parties agree that:



- A. Nothing in this Agreement limits the Parties' legal obligations to comply with all applicable legislation including, but not limited to, Freedom of Information and Protection of Privacy Act ("FIPPA") and The Personal Health Information Act ("PHIA").
 - B. Although their intent is for the Confidential Information to remain confidential, the Parties must comply with the disclosure obligations under FIPPA and allow for the Parties to object to such disclosure under FIPPA or PHIA.
- 7.2 The Parties agree that any obligations arising from this Article 5 are to survive the termination of this Agreement.
- 8.0 CONFIDENTIALITY**
- 8.1 The Parties agree that while this Agreement is in effect, and thereafter as applicable, they will treat as confidential all information and materials acquired or to which they have been given access, during the performance of this Agreement (collectively called "Confidential Information").
- 8.2 The confidentiality obligations set out in this Article do not apply to any information received by a Party that:
 - A. Is generally available to or previously known to the public.
 - B. Can be reasonably demonstrated was known to a Party prior to the negotiations leading to this agreement.
 - C. Is independently developed by a Party outside the scope of this Agreement without use of or reference to the other Party's Confidential Information; or
 - D. Is lawfully disclosed pursuant to an Order from a Court or tribunal of competent jurisdiction, provided that the Party subject to the Order will promptly notify the Party whose Confidential Information is to be disclosed, so that the Party may seek a protective or similar Order to maintain the confidential nature of the Confidential Information.
- 8.3 Each Party will protect all Confidential Information of the other with at least the same degree of care it uses to protect its own confidential information, but not less than a reasonable degree of care, to ensure that the highest standards will be followed in protecting Confidential Information.
- 8.4 Neither Party may use, disclose, provide, or permit any person to obtain any Confidential Information in any form, except for employees, agents, or independent third-party subcontractors whose access is required to carry out the purposes of this Agreement and who have agreed to be subject to the same restrictions as set forth in this Agreement.
- 8.5 Confidentiality Breaches
 - A. Each Party shall immediately notify the other party in writing upon becoming aware of any actual or suspected unauthorized use of, access to, disclosure of, or destruction of Confidential Information (a "Confidentiality Breach").
 - B. The written notification must include full details of the Confidentiality Breach. The Party that suffered the Confidentiality Breach shall immediately take all reasonable



steps to minimize its effect and prevent its recurrence and shall notify the other Party in writing of the steps taken.

8.6 Inform Representatives of Confidentiality Obligations

Each Party shall inform its applicable Representatives of the obligations imposed upon them in this Agreement with respect to Confidential Information and shall take whatever steps are necessary to ensure that all Representatives comply with those obligations.

9.0 INFORMATION SECURITY

9.1 Standards

During the Term of this Agreement and at all times thereafter, you shall take reasonable precautions to prevent any unauthorized disclosure of the Confidential Information. The standard of such precautions taken by a party shall be the greater of:

- A. the standards you have in place to protect your own Confidential Information; or,
- B. the standards imposed on you by MPI under this Agreement.

9.2 Information Security Management Practices

The Parties agree they will have reasonable security management practice in place. Your information security management practice must ensure:

- 1. Access to Confidential Information is only granted to individuals where access is essential to their work, and that access activities are logged and can be provided to MPI to support security investigations.
- 2. Access control procedures are in place to revoke access within a reasonable timeframe when your Representatives change roles or leave your organization, and that such access is provided through unique user accounts that are traceable to an individual.
- 3. Passwords are managed and controlled in accordance with industry best practices and in a manner appropriate to the sensitivity of the information stored.

9.3 Audit of Premises and Information Systems

- A. You shall permit MPI to complete an audit from time to time of your premises, information systems, in order to review your compliance with this section and with this Agreement.
- B. You shall co-operate fully in any audit conducted by MPI, and you shall promptly provide information and documents as may be reasonably requested from time to time by MPI during such audits.

10.0 MPI COMMITMENTS

10.1 Pay Accounts Within 30 Days

MPI agrees to pay your account within thirty (30) days of receipt, provided you have submitted your accounts promptly and correctly according to this agreement.

10.2 Deductibles/Depreciation



MPI agrees to explain to the owners of accident-damaged vehicles, the contents of estimate, and the repair related procedures, including the requirement on the part of the owner, if available, to pay any deductibles and/or depreciation. MPI further promises to clarify to the owner, if available, any situations involving old damage if called for in the estimate prior to releasing the estimate to the customers.

10.3 Notification of Changes

MPI agrees to notify you promptly of any changes to this agreement.

10.4 Re-Inspection of Repaired Vehicles

- A. MPI will re-inspect a number of repaired vehicles in all areas of Manitoba on a random and continuing basis, in order to satisfy owners and the Corporation that good quality, safe repairs are being completed in accordance with estimate requirements.
- B. If there are suspected errors in repair, the repairer will have the right to have representation at the re-inspection.

10.5 All estimates provided by MPI are to be based on manufacturers, OEM, or repair industry recognized standards.

11.0 SUSPENSION OF ACCREDITATION

11.1 Written Notice of Suspension

You understand and agree that your accreditation privileges will be suspended in accordance with the provisions of this agreement 10 working days following receipt of written notice from MPI. You further understand that MPI will provide the reasons for such suspension within the written notice.

11.2 Reason for Suspension

Accreditation privileges may be suspended for reasons including but not limited to the following:

- Failure to maintain minimum qualifications for accreditation.
- Deliberate attempt to defraud the Corporation or a conviction of fraud with respect to vehicles and/or repair work for which the Corporation has made payment.
- Failure to collect deductibles, subject to the provisions of paragraph 4.14.
- Submission of invoices for work done by other repairers. This does not include work done on a proper sublet basis for which separate invoices may be required.
- Making false statements on an application for accreditation.
- Any repair shop failing to comply with the Stolen Wrecked Vehicle Monitoring Program rules and regulations.
- Any Body Integrity Inspection Station that has its ability to perform Body Integrity Inspections revoked, suspended, or cancelled by Vehicle Safety.



11.3 Length of Suspension

- A. You understand and accept that MPI may impose whatever length of suspension of your accreditation privileges as MPI in its sole discretion, acting reasonably, determines to be just in the circumstances.
- B. Notwithstanding the foregoing, MPI agrees to limit first-time collision accreditation suspensions to a period not to exceed six (6) months.

12.0 DISPUTE RESOLUTION PROCEDURE

- 12.1 In the event of any dispute relating to this Agreement, the parties shall first attempt to settle any dispute arising out of or relating to the interpretation of this Agreement (the "Dispute") through good faith negotiations in the spirit of cooperation between representatives of each of the Parties.
- 12.2 Initially each party's Representative with authority to resolve the Dispute, shall negotiate to resolve such dispute and if the dispute remains unresolved for more than thirty (30) days or such longer period as the parties may mutually agree upon shall, as promptly as is reasonably practicable, be resolved by arbitration.
- 12.3 Where a dispute relates to suspension of your accreditation, MPI must receive a written request for arbitration from you within ten (10) days after you have received written notice that your accreditation has been suspended.
 - A. The arbitration shall be conducted by an independent, third-party arbitrator mutually agreed to by both parties. If the parties are unable to mutually agree to an independent, third-party arbitrator, they may make a request the Court of King's Bench Manitoba to appoint one.
 - B. The arbitration shall be conducted in accordance with the Arbitration Rules of the ADR Institute of Canada, Inc. (the "Arbitration Rules") that are in force at the time the Dispute is subject to arbitration.
 - C. The Arbitrator shall provide a written decision with respect to the dispute as soon as possible after the hearing. The Arbitrator's decision shall be final, conclusive, and binding upon the Parties, and the Parties shall have no right to appeal or seek judicial review of the Arbitrator's decision.
 - D. For certainty, the Parties hereby waive any right of appeal which may otherwise be available under applicable legislation or under the Arbitration Rules. The Parties also waive any right they may have to bring or participate in a collective or class action suit, or other representative proceeding in connection with a Dispute, whether in court or before an arbitrator.
- 12.4 If an arbitration is initiated under Section 12.3 above, MPI will initially pay all Arbitration Costs. Notwithstanding the foregoing, the arbitrator shall apportion the Arbitration Costs between the parties as the arbitrator deems appropriate, in the arbitrator's sole and unfettered discretion. If you are responsible for all or any portion of the Arbitration Costs, you will reimburse MPI within 30 days after the decision of the arbitrator is rendered.
- 12.5 Each party shall be responsible for its own legal fees, other professional fees, witness fees or other fees incurred by a party in preparing for the arbitration. Notwithstanding the



foregoing, the arbitrator may award additional costs in excess of Arbitration Costs under Section 53 of *The Arbitration Act* (Manitoba) to a party, in the arbitrator's sole and unfettered discretion.

12.6 Notwithstanding any of the other sections in this Article, you are not permitted to use the dispute resolution process in this Article (including arbitration) where:

- A. you or one of your Representatives has been convicted of a criminal offence in relation to the services related to this Agreement.
- B. The contents of the MCVRA – MPI Agreement dated June 5, 2023, which includes the Compensation Schedule, the Policies & Procedures (including the Estimating Standards), any other rates and fees set out on the MPI Partners Website, shall not be subject to arbitration under this Article.

12.7 Notwithstanding any of the other sections in this Article, the parties agree that:

- A. For certainty, the Parties hereby waive any right they may otherwise have to bring a court action in connection with a Dispute, except for injunctions required to address breaches of Confidentiality, or violations of Intellectual Property rights.
- B. The parties acknowledge that monetary damages may not be a sufficient remedy to address breaches of Confidentiality, or violations of Intellectual Property rights, and may, without waiving any other rights or remedies, seek appropriate injunctive or equitable relief from a court of competent jurisdiction.

12.8 If your accreditation has been suspended, then during the dispute resolution process in this Article your accreditation status shall remain suspended for the period of time determined by MPI, unless and until the Arbitrator overturns such suspension in their decision. In such case, the Arbitrator shall only be permitted or authorized to reinstate your accreditation status on a going-forward basis and is not permitted or authorized to reinstate your accreditation status retroactively.

13.0 GENERAL PROVISIONS

13.1 Term and Termination

- A. This Agreement will be for the period from the date it is signed by second of the parties to this Agreement until June 30, 2026.
- B. Either party may terminate this Agreement at any time by giving ninety (90) days notice in writing to the other party.

13.2 Independent Contractor

You agree that you are an independent contractor, and that this agreement does not create the relationship of employer and employee, of principal and agent, of joint venture, or of partnership between you and MPI or between MPI and any of your officers, employees, or agents.

13.3 No Assignment

- A. You understand and agree that neither you nor MPI shall assign or transfer this agreement or any of the rights or obligations under this agreement without first obtaining written permission from the other.



- B. You further understand and agree that no assignment or transfer of this agreement shall relieve a party of any obligations under this agreement, except to the extent they are properly performed by such party's permitted assigns.

13.4 Applicable Law

You understand and agree that this agreement shall be interpreted, performed, and enforced in accordance with the laws of Manitoba.

13.5 Waiver

You understand and agree that any failure or delay by either party to exercise or partially exercise any right, power, or privilege contained in this agreement will not be deemed to be a waiver of such right, power, or privilege. You further understand and agree that the waiver by either party of a breach of any term, condition, or provision of the agreement shall not be construed as a waiver of any subsequent breach.

13.6 Performance of Necessary Acts

You agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.

13.7 Headings

You understand that paragraph headings used in the agreement are for convenience only and shall not be deemed to be part of this agreement.

13.8 Singular Includes the Plural

You understand and agree that in this agreement, unless the context clearly otherwise requires, the singular includes the plural and vice-versa.

13.9 Changes

Both parties agree that no amendment or change to or modification of the Accreditation Agreement shall be valid unless it is in writing and signed by both parties. Both parties further agree that if any portion of this agreement is for any reason invalid, that provision shall be considered separate and severable from the Accreditation Agreement, and the other provisions of this agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in the Accreditation Agreement.

13.10 Notice

Any notice or other communication to MPI under this Agreement shall be in writing and shall be delivered personally, sent by facsimile or other electronic transmission. If the notice is:

- A. sent by registered mail shall be deemed to have been received on the third day following the date of mailing;
- B. sent by facsimile or other electronic transmission (including email) shall be deemed to have been received on the same day it was sent if it was sent prior to 5:00 PM central time, or the next day following the date it was sent if it was sent after 5:00 PM central time; and,



- C. sent by courier or personal delivery shall be deemed to have been received on the day that it was delivered.

The parties agree that that for the purposes of this Agreement notice shall be sent to the following addresses:

Attention: Accredited Repair Department

Manitoba Public Insurance
P.O. Box 45064, Regent Postal Outlet
Winnipeg, MB, R2C 5C7
Facsimile: 204-985-1661
Email: partners@mpi.mb.ca

Attention: Name
Name of Accreditee
Accreditee Address
City, MB, Postal Code
Facsimile:
Email

13.11 Counterparts

You understand and agree that this agreement may be executed in any number of parts. Each such part will have the same effect as if both parties had signed the same document. You further agree that all parts shall be construed together and shall constitute one agreement.

13.12 Execution

You understand and agree that the execution and delivery of this agreement by facsimile or other electronic transmission shall be sufficient to constitute proper execution and delivery of this agreement.

IN WITNESS WHEREOF the duly authorized representatives of the parties have signed this Agreement to be effective as of the date signed by the second of the two parties below.

**THE MANITOBA PUBLIC
INSURANCE
CORPORATION**

**THE MANITOBA PUBLIC
INSURANCE CORPORATION**

**[FULL LEGAL NAME OF
ACCREDITEE]**

Signature

Signature

Signature

Print Name

Print Name

Print Name

Title

Title

Title