



Appendix "A"
General Conditions
Consulting and Professional Services

A1 Interpretation

- 1.1 In the contract,
 - 1.1.1 "contract" means the contract documents referred to in the Articles of Agreement;
 - 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
 - 1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the contract;
 - 1.1.4 "work", unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;
 - 1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the contract;
 - 1.1.6 "prototypes" includes models, patterns and samples;
 - 1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.
 - 1.1.8 "Government Property" means all materials, parts, components, specifications, equipment, software, articles and things supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work the cost of which is paid by Canada under the Contract and, without restricting the generality of the foregoing, includes Government Issue as defined in the Defense Production Act, R.S.C. 1985, c. D-1, Government Furnished Equipment and Government Supplied Materiel; (2003-12-19)

A2 Successors and Assigns

- 2.1 The contract shall endure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

A3 Assignment

- 3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister, and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon Her Majesty or the Minister.

A4 Time of the Essence

- 4.1 Time is of the essence of the contract.
- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labor unrest, freight embargoes and unusually severe weather.
- 4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the



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delay and endeavor to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

- 4.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of A4.3, Her Majesty may exercise any right of termination contained in A8.

A5 Indemnification

- 5.1 The contractor shall indemnify and save Her Majesty harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the negligent acts or omissions of the contractor, the contractor's servants, agents, assigns, subcontractors and subcontractors in performing the work under the contract including an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.
- 5.2 Her Majesty shall, subject to the *Crown Liability and Proceedings Act*, the Patent Act, and any other law that affects Her Majesty's rights, powers, privileges or obligations, indemnify and save the contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the negligent acts or omissions of Her Majesty, Her Majesty's servants, agents or assigns, in the context of the contract.
- 5.3 The parties hereto agree that they shall cooperate with each other, where possible, in the defense of any such claims, demands, losses, costs, damage, actions, suits or proceedings. The parties further agree that they have the right to retain their own counsel to conduct a full defense of any such claims, demands, losses, costs, damage, actions, suits or proceedings.

A6 Notices

- 6.1 Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Contract or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is received at that address.

A7 Canadian Labor and Materials

- 7.1 The Contractor shall use Canadian labor and materials in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

A8 Termination or Suspension

- 8.1 The Minister may, by giving notice to the Contractor, terminate or suspend work with respect to all or any part or parts of the work not completed.
- 8.2 All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the contract.
- 8.3 In addition to the amount which the Contractor shall be paid under A8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 8.4 Payment and reimbursement under the provisions of A8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.



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8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of A8 except as expressly provided therein.

A9 Termination due to Default of Contractor

9.1 Her Majesty may, by notice to the Contractor, terminate the whole or part of the work if:

(a) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors;

or;

(b) the Contractor fails to perform any of the Contractor's obligations under the contract, or in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.

9.2 Upon the giving of a notice provided for in subsection 9.1, the Contractor shall have no claim for further payment other than as provided in this section, but shall be liable to Canada for any amounts, including milestone payments, paid by Canada and for all losses and damages which may be suffered by Canada by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section affects any obligation of Canada under the law to mitigate damages.

9.3 Upon termination of the work under subsection 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, for any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the contract.

9.4 Subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada shall pay or credit to the Contractor the value, determined on the basis of the Contract Price including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work delivered to Canada pursuant to a direction under subsection 9.3 and accepted by Canada, and shall pay or credit to the Contractor the cost to the Contractor that the Minister considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to Canada pursuant to a direction under subsection 9.3 and accepted by Canada, but in no event shall the aggregate of the amounts paid by Canada under the Contract to the date of termination and any amounts payable pursuant to this subsection exceed the Contract Price.

9.5 Title to all materials, parts, plant, equipment, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in Canada unless already so vested under any other provision of the Contract, and such materials, parts, plant, equipment, work-in-process and finished work shall be delivered according to the order of the Minister, but Canada will not accept and will not pay for materials, parts, plant, equipment or work-in process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.

9.6 If, after the Minister issues a notice of termination under subsection 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to A8.1 and the rights and obligations of the parties hereto shall be governed by A8.

A10 Records to be kept by the Contractor

10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.

10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as they or the Minister may from time to time require with reference to the documents referred to herein.



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10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection, for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following completion of the work.

A11 Copyright

11.1 In this section,

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists (2005-11-24).

"Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.

11.2 Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)

11.3 At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.

11.4 Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.

11.5 The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.

11.6 At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.

11.7 If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

A12 Conflict of Interest

12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Departmental Representative.

A13 Contractor Status

13.1 This is a contract for the performance of a service, and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions which must be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation, or Income Tax.

A14 Warranty by Contractor

14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.



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A15 Member of the House of Commons

15.1 No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

A16 Amendments

16.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

A17 Entire Agreement

17.1 The contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

A18 Subcontracting (2005-02-24)

18.1 Notwithstanding anything to the contrary in the Contract, the Contractor shall obtain the consent of the Minister in writing prior to Subcontracting or permitting the Subcontracting of any portion of the Work at any tier, only where any and all subcontractors will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates.

18.2 In any Subcontract, the Contractor shall, unless the Minister otherwise consents in writing ensure that the subcontractor is bound by terms and conditions compatible with and, in the opinion of the Minister, not less favourable to Canada than the terms and conditions of the Contract. Deviations in any Subcontract from the terms of the Contract, including any right of termination of the Contract, shall be entirely at the risk of the Contractor.

18.3 Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of Canada or the Minister to a subcontractor.

A19 Ownership Control (2005-02-24)

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply(2006-05-30):

19.1 The Contractor warrants that it is not under ownership control of any non-resident entity (ie. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).

19.2 The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.

19.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.

19.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.



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B1 Privacy (2007-01-31)

- 1.1 The Contractor acknowledges that Canada is bound by the *Privacy Act*, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract. All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.
- 1.2 The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to an authorized subcontractor information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract and protected pursuant to the contract provisions. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be.
- 1.3 The collection of personal information shall be limited to that which is necessary for the Contractor to comply with the contract or the exercise of the contractor's rights under the contract.
- 1.4 The Contractor shall make every reasonable effort to ensure the accuracy and completeness of any personal information collected for the purpose of the Contract.
- 1.5 The Contractor shall ensure that the personal information is protected against loss or theft as well as unauthorized access, disclosure, transfer, copying, use, modification or disposal.
- 1.6 The Contractor shall notify the Minister immediately, by telephone and in writing, in the event any information under the control of the Contractor or the Contractor's personnel is compromised or lost or when the Contractor anticipates or becomes aware of an occurrence of breach of privacy or of the security requirements of the contract.
- 1.7 Databases or other compilations:
 - 1.7.1 For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information as defined in the *Privacy Act*, then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada.
 - 1.7.2 Any database or other compilation created for the purposes of the contract must be located and only accessible in jurisdictions the laws of which do not override, conflict with, or impede the application of the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board Privacy policies either expressly or through subsequent application.
 - 1.7.3 Any database or other compilation created for the purposes of the contract must be physically independent from all other databases, directly or indirectly, that are located in jurisdictions whose laws override, conflict with, or impede the application of the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board Privacy policies either expressly or through subsequent application.
 - 1.7.4 All aspects of data processing must be conducted and only accessible in jurisdictions whose laws do not override, conflict with or impede the application of the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board Privacy policies either expressly or through subsequent application.
- 1.8 The Minister may, at any time and upon reasonable notice to the Contractor, enter the Contractor's premises to inspect, audit or require a third party to audit the Contractor's compliance with the privacy, security and information management requirements under the contract and the Contractor must co-operate with any such audit or inspection.

B2 Conflict of Interest (2004-06-14)



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2.1 The Contractor, its employees, agents and assigns and any other person deriving any direct benefit from this Contract shall be in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service (2003).

B3 Security (2006-12-05)

- 3.1 Contractor personnel who require access to **Protected** information, assets or sensitive work sites shall EACH hold a valid **RELIABILITY** status screening, granted by CSC.
- 3.2 The Contractor SHALL NOT remove any DESIGNATED information or assets from the identified work site(s), and the Contractor shall ensure that its personnel are made aware of and comply with this restriction. The Project Authority may, in writing, authorize TEMPORARY REMOVAL of such information or assets by the Contractor from the identified work site(s) subject to safeguarding specified in the written authorization.
- 3.3 The Contractor must comply with the provisions set out in the Security Requirements Check List, included as Appendix "E".
- 3.4 It is understood and agreed that all security rules, regulations and procedures applicable to public servants employed by the Correctional Service of Canada will apply equally to the Contractor, its officers, servants and agents. The Contractor is responsible to ensure the completion of all documentation required in the Correctional Service of Canada personnel security program for the purpose of security clearance or reliability screening of its officers, servants and agents. It is understood and agreed that access to Correctional Service of Canada premises or to Correctional Service of Canada documents will be withheld until clearance documentation is submitted and processed.
- 3.5 The Contractor understands and accepts that its officers, servants and agents must consent to the necessary disclosure of personal information required to support the personnel security program and that failure to consent to these disclosures will render the person unsuitable for employment on Correctional Service of Canada premises and/or to have access to any Correctional Service of Canada documents.
- 3.6 The Contractor agrees that its officers, servants and agents will comply with all standing orders or other regulations in force at the site where the work covered by this contract is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any, and all causes, including fire.
- 3.7 More particularly, the Contractor, its officers, servants, agents and subcontractors are responsible to immediately report to CSC security personnel any information about or observations of inmate conduct that could jeopardize anyone's safety or the security of a penitentiary. (2005-11-28)

B4 Compliance with applicable laws (2004-07-05)

- 4.1 The Contractor shall comply with all laws, regulations and rules applicable to the performance of the Work or any part thereof. The Contractor shall also require compliance therewith by all of its subcontractors. Evidence of compliance with such laws, regulations and rules shall be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority may reasonable request.
- 4.2 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 4.3 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 4.4 Details on existing CSC policies can be found at:
http://www.csc-scc.gc.ca/text/legislat_e.shtml or any other CSC web page designated for such purpose.

B5 Health and Labour Conditions

- 5.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 5.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.



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- 5.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.
- 5.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

B6 Replacement of Personnel

- 6.1 When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- 6.2 If at any time the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person with similar qualifications and experience. The Contractor shall, as soon as possible, give five (5) working days notice to the Minister of:
 - (a) the reason for the removal of the named person from the Work;
 - (b) the name, qualifications and experience of the proposed replacement person. The replacement must be of similar ability and attainment and must be acceptable to the Project/Inspection Authority. Any replacement will be at the Contractor's sole expense.
- 6.3 The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2, secure a further replacement.

B7 Government Property (2003-10-30)

- 7.1 Unless otherwise provided in the Contract, all Government Property shall be used by the Contractor solely for the purpose of the Contract and shall remain the property of Canada, and the Contractor shall maintain adequate accounting records of all Government Property, and, whenever feasible, shall mark the same as being the property of Canada.
- 7.2 The Contractor shall take reasonable and proper care of all Government Property while the same is in, on, or about the plant and premises of the Contractor or otherwise in its possession or subject to its control, and shall be responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
- 7.3 In the event of damage or loss of government property under the care and control of the Contractor or the Contractor's personnel, the Contractor shall immediately advise the Departmental Representative, by telephone or message, and within seven (7) days submit a written report on the incident. Upon reasonable notice by Canada, the Contractor shall repair such damage or reimburse Canada for any costs incurred by Canada to repair or replace such damage or loss.
- 7.4 All Government Property, except such as is installed or incorporated into the Work, shall, unless otherwise specifically provided in the Contract, be returned to Canada on demand.
- 7.5 All scrap and all waste materials, articles or things that are Government Property shall, unless otherwise provided in the Contract, remain the property of Canada and shall be disposed of only as directed by the Minister.
- 7.6 At the time of completion of the Contract, and if requested by the Departmental Representative, the Contractor shall provide an inventory of all Government Property relating to the Contract to the Departmental Representative.

B8 Closure of Government Facilities (2003-12-08)

- 8.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

B9 Certification - Contingency Fee

- 9.1 The Contractor certifies that the Contractor has not directly or indirectly paid or agreed to pay and covenants that the Contractor will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this contract to any person other than an employee acting in the normal course of the employee's duties.



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- 9.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the contract shall be subject to the accounts and audit provisions of the contract.
- 9.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this contract for default provisions of the contract or recover from the Contractor, by way of reduction to the contract price or otherwise, the full amount of the contingency fee.

9.4 In this section,

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

"employee" means a person with whom the Contractor has an employer-employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyists Registration Act* R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

B10 International Sanctions

- 10.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- 10.2 Details on existing sanctions can be found at:
<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>
- 10.3 It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 10.4 By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

B11 Tuberculosis Testing (2007-01-31)

- 11.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 11.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 11.3 All costs related to such testing will be at the sole expense of the Contractor.

B12 Insurance (2007-04-17)

- 12.1 The Contractor shall obtain and maintain professional liability insurance coverage for the services required under this Contract, and shall, when requested, provide evidence satisfactory to the Contracting Authority of such insurance and any renewals thereof.

B13 Code of Conduct for Procurement (2007-12-07)

- 13.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms. The Code of Conduct for Procurement can be viewed at the following internet address: <http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/cca-ccp-e.html>.



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DOCUMENT HANDLING AND SAFEGUARDING OF PROTECTED INFORMATION

In accordance with Contract Section 1.0 **Security Requirements**, the Contractor may be permitted to remove PROTECTED information on a TEMPORARY basis during the performance of the contract and to store or to create PROTECTED documents at their facility subject to the following storage and safeguarding requirements:

- All documents or computer media (e.g. CD's, USB Flash Drives etc...) containing PROTECTED information MUST be stored in a locked filing cabinet at the Contractor's facility within an OPERATIONS ZONE and accessible only by authorized, appropriately security screened personnel with a need to know. An OPERATIONS ZONE is defined by the Operational Security Standard on Physical Security, as an area where access is limited to personnel who work there, appropriately screened and to properly-escorted visitors; it must be indicated by a recognizable perimeter and monitored periodically;
- Contractor IT computer equipment used in the performance of the contract to create, produce or modify PROTECTED electronic information or data must be located within an OPERATIONS ZONE (as described above) and accessed only by authorized, appropriately security screened personnel with a need to know;
- No PROTECTED information may be stored on the computer hard drive or be processed on a computer belonging to the Contractor, unless the Contractors' IT computer equipment and systems, has been accredited by Correctional Service Canada IT Security personnel.
- The Contractor must remove any and all sensitive Correctional Service of Canada (CSC) electronic information that belongs to the Department or was processed in the completion of the contract, from any storage medium belonging to the Contractor or any of its agents. The sensitive CSC electronic information must be removed in a manner that complies with requirements of the Policy on Government Security and associated Standards documents, for the removal of information of the sensitivity involved.
- No information provided by the Department is to be copied or retained by the Contractor, following the conclusion of this contract;
- The Contractor will personally pick up and deliver all PROTECTED information from and to the Departmental Representative;
- All notes, working papers, electronic media storage devices etc..., that are or have been used in the completion of the contract requirement and contain PROTECTED information shall be returned to the Departmental Representative for proper disposal and destruction;
- The Contractor shall not share or release any PROTECTED information related to the completion of this contract with anyone, without the prior consultation and written authorization of the Departmental Representative;
- The Contractor shall ensure that all of its employees, that are involved in this contract, requiring access to any PROTECTED information or assets, are appropriately screened to RELIABILITY STATUS and are briefed on their security obligations related to the handling, storage, safeguarding, transmittal and disposal of CSC's PROTECTED information and assets, as outlined in this Appendix.