



## C. ARTICLES OF AGREEMENT

### C1. DEPARTMENTAL REPRESENTATIVE

Name of Departmental Representative

Name of Position

Name of Division

Name of Branch

130 Colonade Rd.

Ottawa, ON K1A 0K9

Telephone: Telephone #

Fax: Fax #

E-mail: Email address

# DRAFT

## Long Form Contract for Services

**Between:**

**Her Majesty the Queen in Right of Canada** (referred to herein as "Canada"), as represented by the Minister of Health, acting through the Public Health Agency of Canada (referred to herein as the "Minister")

**And:**

(INSERT FULL LEGAL NAME OF CONTRACTOR)  
(INSERT ADDRESS OF CONTRACTOR)  
(INSERT ADDRESS OF CONTRACTOR)  
(referred to herein as the "Contractor")

**For:**

The Performance of the Work described in Appendix "A" – Statement of Work

<b>C2. TITLE</b>		
<b>C3. SECURITY</b> The Contractor and its personnel requiring access to sensitive information, assets or sensitive work site(s) must, at all times during the performance of the contract, hold a security screening at the Reliability Level issued by the Canadian and International Industrial Security Directorates of the Department of Public Works and Government Services Canada or PHAC integrated security services division.		
<b>C4. CONTRACT PERIOD</b> Start: _____ End: _____		
<b>C5. CONTRACT NUMBER</b>	<b>C6. FINANCIAL CODE</b>	<b>C7. AMM REFERENCE</b> 01-16
<b>C8. CONTRACT DOCUMENTS</b> <ol style="list-style-type: none"> <li>These Articles of Agreement (Section "C")</li> <li>Supplementary Conditions (Section "I")</li> <li>General Conditions (Section "II")</li> <li>Terms of Payment (Section "III")</li> <li>Intellectual Property (Section "IV")</li> <li>Statement of Work (Appendix "A")</li> </ol> <p>In the event of discrepancies, inconsistencies or ambiguities in the wording of these documents, the wording of the document appearing first on the above list shall prevail over the wording of the document subsequently appearing on the list.</p>		
<b>C9. CONTRACT AMOUNT</b> Subject to the Terms of Payment (Section "IIP"), the other terms and conditions of this contract, and in consideration for the performance of the Work, Canada shall pay the Contractor an all inclusive amount not to exceed 0.00, as detailed in section I.		
<b>C10. INVOICES</b> One (1) copy of each invoice is to be sent monthly to the Departmental Representative showing: <ol style="list-style-type: none"> <li>the contract title, number and financial code;</li> <li>the date;</li> <li>a description of the Work performed;</li> <li>timesheets (if payment is based on hourly/per diem rates);</li> <li>evidences of actual cost (Cost Reimbursable Elements);</li> <li>the amount of the progress payment being claimed;</li> <li>the amount for any tax (including GST/HST);</li> <li>a notification as to the adequacy of the contract amount if:               <ul style="list-style-type: none"> <li>it is 75% committed, or;</li> <li>4 months prior to the Contract End Date, or</li> <li>It is considered to be inadequate for the completion of the Work.</li> </ul> </li> </ol>		
<b>C11. GOVERNING LAWS</b> This contract must be governed by and construed in accordance with the laws in force in Ontario, Canada.		
<b>C12. INTELLECTUAL PROPERTY</b> The Contractor Will Own Intellectual Property Rights as per Section "IV"		
<b>C13. SIGNATURES</b> This contract has been executed on behalf of the parties by their duly authorized representatives: <b>AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR:</b>  _____ Signature Date  _____ Print Name and Position		Corporate Seal
<b>AUTHORIZED REPRESENTATIVE OF THE MINISTER:</b>  _____ Signature Date  _____ Type name and position		

## SECTION "I" – SUPPLEMENTARY CONDITIONS

## SC1 METHOD OF PAYMENT

Category	Per Diem
	0.00
	0.00
	0.00
	0.00
	0.00

Cost Reimbursable Elements	Budget
Miscellaneous expenses <i>reimbursed based on actual cost</i>	up to 0.00 including GST/HST
Travel and living expenses <i>reimbursed in accordance to TP4</i>	up to 0.00 including GST/HST

All Amounts are in Canadian dollars and exclude GST/HST unless specified otherwise.

## SC2 Cost Breakdown:

## SC2.1 Professional Services

For the Professional Services of Name and title of the resource (*name and title of the resource*), an all inclusive fixed per diem rate of \$0.00 for up to \$0.00 person-days, for a total estimated amount not to exceed \$0.00.

*(If more than one individual is involved, repeat this clause as necessary, stating the name of each person.)*

SC2.2 Translation Services (*optional*)

An all inclusive fixed unit price of \$0.00 per word for an estimated (0) words, resulting in a total estimated cost not to exceed \$0.00

## SC2.3 Estimated GST / HST \$0.00

SC2.4 Travel and Living Expenses (*optional*)

Travel and living expenses are not to exceed (*inclusive of GST or HST*) \$0.00

**Subject to the prior authorization of the Departmental Representative, Travel and Living Expenses incurred in the performance of the work will be reimbursed, with no allowance for overhead and/or profit, within the limits permitted by the current Treasury Board Travel Directive. (Consult Section III, clause MP4.)**

SC2.5 Miscellaneous or Unforeseen Expenses (*optional*)

Subject to the prior authorization of the Departmental Representative, miscellaneous expenses incurred in the performance of the work will be reimbursed at cost with no allowance for overhead costs and profit.

Choose one of the following as applicable:

- estimated miscellaneous expenses are not to exceed (*inclusive of GST/HST*) \$0.00  
(*To be used when the Contractor provides an estimate of such expenses*)

**OR**

- a provisional cost allowance (*inclusive of GST or HST*) \$0.00  
(*This is used where the Department allocates an amount to cover such expenses. **Example:** The Department may have a need for the services of a particular specialist or expert where the per diem rate is to be negotiated only when such a need arises, or when the Department does not wish to give an estimate of the time or days that will be required.*)

## SECTION "II" – GENERAL CONDITIONS

**GC1. Interpretation**

- 1.1. In the contract,
  - 1.1.1. "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;
  - 1.1.2. "Departmental Representative" means the officer or employee of Canada 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;
  - 1.1.3. "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.

**GC2. Date of Completion of Work and Description of Work**

- 2.1. The Contractor shall, between start date and end date specified in section C4 - Contract Period of the Articles of Agreement, perform and complete with care, skill, diligence and efficiency the Work that is described in the Statement of Work (Appendix A).

**GC3. Successors and Assigns**

- 3.1. The contract shall ensure to the benefit of and be binding upon the parties and their lawful heirs, executors, administrators, successors and permitted assigns.

**GC4. Security**

- 4.1. Subcontractors must obtain the equivalent level of screening or clearance as deemed required for the contractor.
- 4.2. All contracts and subcontracts with outside parties which contain security requirements are not to be awarded without prior written permission.

**GC5. Assignment**

- 5.1. 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.
- 5.2. No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon Canada or the Minister.

**GC6. Time of the Essence**

- 6.1. Time is of the essence of the contract.
- 6.2. 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 costs 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 Canada, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 6.3. 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 delay and endeavour 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.

- 6.4. Unless the Contractor complies with the requirements of GC6.3, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 6.5. Notwithstanding that the Contractor has complied with the requirements of GC6.3, Canada may exercise any right of termination contained in GC9.0.

**GC7. Indemnification**

- 7.1. The Contractor shall indemnify and save harmless Canada, the Minister and their employees, servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's employees, servants, agents or subcontractors in performing the Work or as a result of the Work.
- 7.2. The Contractor shall indemnify and save harmless Canada, the Minister and their employees, servants and agents from all costs, charges and expenses whatsoever that Canada sustains or incurs in all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or other intellectual property right resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the contract.
- 7.3. The Contractor's liability to indemnify, save harmless or reimburse Canada under the contract shall not affect or prejudice Canada from exercising any other rights under law.
- 7.4. The Contractor agrees that Canada shall not be liable for, and agrees to protect, indemnify and save harmless Canada, the Minister and their employees, servants and agents with respect to, any injury or damage (including death) to the Contractor or to the person of any officer, servant or agent of the Contractor or for the loss of or damage to the property of the Contractor or its officers, servants or agents in any manner based upon, occasioned by, or in any way attributable to the performance of the said Work unless the injury, loss or damage is caused by the negligence of an employee, servant or agent of Canada while acting within the scope of his or her employment.

**GC8. Notices**

- 8.1. Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, telegram, facsimile or electronic mail addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, facsimile or electronic mail, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

**GC9. Termination or Suspension for Convenience**

- 9.1. The Minister may, by giving notice to the Contractor, terminate or suspend the Work with respect to all or any part or parts of the Work not completed.
- 9.2. All Work completed by the Contractor to the satisfaction of Canada before the giving of notice shall be paid for by Canada in accordance with the provisions of the contract and, for all Work not completed before the giving of notice, Canada shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of the Work not completed.
- 9.3. In addition to the amount which the Contractor shall be paid under GC9.2, the Contractor shall be reimbursed for the Contractor's cost of, and incidental to, the cancellation of obligations incurred by the Contractor pursuant to the notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the Work.
- 9.4. Payment and reimbursement under the provisions of GC9.0 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 of the Work terminated.
- 9.5. 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 of the Work.
- 9.6. 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 GC9.0, except as expressly provided.

**GC10. Termination Due to Default of Contractor**

- 10.1. The Minister may, by notice to the Contractor, terminate all or any part of the Work if:
  - 10.1.1. 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
  - 10.1.2. 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.
- 10.2. In the event that the Minister terminates the Work in whole or in part under GC10.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for all or part of the Work to be completed that was so terminated, and the Contractor shall be liable to Canada for any excess costs relating to the completion of the Work.
- 10.3. Upon termination of the Work under GC10.1, the Minister may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by the Minister, 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 fulfilment of the contract. Canada shall pay the Contractor for all finished Work delivered pursuant to the direction of, and accepted by, the Minister, the cost to the Contractor of the finished Work plus the proportionate part of any fee fixed by the contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or Work-in-process delivered pursuant to the direction. Canada may withhold from the amounts due to the Contractor the sums that the

Minister determines to be necessary to protect Canada against excess costs for the completion of the Work.

- 10.4. 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 of the Work.
- 10.5. If, after the Minister issues a notice of termination under GC10.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, the notice of termination shall be deemed to have been issued pursuant to GC9.1 and the rights and obligations of the parties shall be governed by GC9.0.

**GC11. Records to be Kept by Contractor**

- 11.1. 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 invoices, original 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.
- 11.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to in GC11.1.
- 11.3. The Contractor shall not dispose of the documents referred to in GC11.1 without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for the period of time specified elsewhere in the contract or, in the absence of such specification, for a period of six years following completion of the Work.

**GC12. Conflict of Interest**

- 12.1. The Contractor agrees that its signature on the contract certifies that the government's rules on conflict of interest, summarized below, have been discussed with the Contractor, and that the Contractor complies in every respect with the rules.  
The government has adopted a policy to ensure that hiring and contracting of suppliers of goods and services must meet the highest ethical standards. The Minister wishes to make it clear that these standards will be scrupulously observed. The relevant portion of the policy precludes appointment not only of a Minister's immediate family, that is, Minister's spouse, parents, children, brothers and sisters, but also any member of the immediate family of his or her spouse, the immediate families of other Ministers and of party colleagues in the House of Commons and the Senate. It applies, as well, to organizations outside of government in which such family members are employed in senior positions of authority including membership on boards of directors. The Contractor agrees that its signature on this contract certifies that it is aware of and will comply in every respect with this aspect of the government rules on conflict of interest.
- 12.2. No individual, to whom the post employment provisions of the federal *Conflict of Interest Act* or the *Values and Ethics Code for the Public Service* apply, shall derive a direct benefit from this contract unless that individual is in compliance with the applicable post employment provisions.

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.

**GC13. 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 Canada. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec pension plans, employment insurance, worker's compensation, or income tax.

#### GC14. 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.

#### GC15. Member of Parliament

- 15.1. No Member of Parliament shall be admitted to any share or part of this contract or to any benefit to arise from this contract.

#### GC16. Protection of Work

- 16.1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the contract. 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 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. 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. Unless the contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the contract or at such earlier time as the Minister may require. This section does not apply to any information that:
  - 16.1.1. is publicly available from a source other than the Contractor; or
  - 16.1.2. is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information.
- 16.2. When the contract, the Work, or any information referred to in GC16.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by Canada,
  - 16.2.1. the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including any other instructions issued by the Minister; and
  - 16.2.2. the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the contract, and the Contractor shall comply with, and ensure that any subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

#### GC17. Certification - Contingency Fees

- 17.1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it 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.
- 17.2. 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 this contract.
- 17.3. If the Contractor certifies falsely under this section or is in default of the obligations contained in this section, the Minister may either terminate this contract in accordance with the default provisions of this contract or recover from the Contractor by way of reduction to the contract price or otherwise the full amount of the contingency fee.
- 17.4. In this section:
  - 17.4.1. "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;
  - 17.4.2. "employee" means a person with whom the Contractor has an employer/employee relationship;
  - 17.4.3. "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 Lobbyist Registration Act, R.S.C. 1985, c. 44 (4th supp.) as the same may be amended from time to time.

#### GC18. Work Force Reduction Programs

- 18.1. The Contractor acknowledges and agrees that any person, including the Contractor, carrying out this contract, shall make available to the Departmental Representative any details of the status of the person with respect to cash out benefits as well as details of any pension payments under work force reduction programs.
- 18.2. The Contractor shall, if asked in writing and where necessary, sign or cause to have signed on behalf of any person, a waiver of privacy with respect to any and all information in relation to any such benefits and payments.

#### GC19. Amendments

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

#### GC20. Replacement Personnel

- 20.1. The Contractor shall provide the services of the persons named in the proposal which is referenced in the Statement of Work and any additional persons necessary to perform the work and provide the services required under this contract, unless the Contractor is unable to do so for reasons beyond the Contractor's control.
- 20.2. Should the Contractor, at any time, be unable to provide their services, the Contractor shall be responsible for providing replacements who shall be of similar ability and attainment and who shall be acceptable to the Departmental Representative. In such case the Contractor shall notify the Departmental Representative in writing and provide:
  - 20.2.1. the reason for the removal of the named person from the project;
  - 20.2.2. the name of the proposed replacement;
  - 20.2.3. an outline of the qualifications and experience of the proposed replacement;
  - 20.2.4. an accepted security clearance certificate, if applicable.
- 20.3. The notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence work.



- Any change in the terms and conditions of this contract which result from a replacement of personnel shall be effected by a contract amendment.
- 20.4. Notwithstanding the foregoing, the Contractor is required to perform the work and provide the services in accordance with the terms of this contract.
- GC21. Criminal Code of Canada**
- 21.1. The contractor certifies that the company has never been convicted of an offence under the following sections of the Criminal Code of Canada:
- 21.1.1. Section 121, Frauds on the government;
- 21.1.2. Section 124, Selling or purchasing office; or
- 21.1.3. Section 418, Selling defective stores to Canada.
- 21.2. It is a term of this contract that the contractor and any of the contractor's employees assigned to the performance of the contract are in compliance with Section 748 of the Criminal Code of Canada which prohibits anyone who has been convicted of an offence under:
- 21.2.1. Section 121, Frauds on the government;
- 21.2.2. Section 124, Selling or purchasing office; or
- 21.2.3. Section 418, Selling defective stores to Canada, from holding public office, contracting with the government or receiving a benefit from a government contract, unless the Governor in Council has restored (in whole or in part) these capacities to the individual or the individual has received a pardon.
- GC22. Inspection/Acceptance**
- 22.1. All the work performed under this contract shall be subject to inspection by the Departmental Representative, prior to acceptance. Should the work or any portion of the work not be in accordance with the requirements of the contract, the Departmental Representative shall have the right to reject it or require its correction.
- GC23. Non-Residents**
- 23.1. If the Contractor is not a Canadian Resident, the Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of fifteen (15) percent of the price to be paid to the Contractor, if the Contractor is a non-resident contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.
- GC24. Title**
- 24.1. Except as otherwise provided in the contract including the intellectual property provisions, and except as provided in subsection 24.2, title to the Work or any part thereof shall vest in Canada upon delivery and acceptance thereof by or on behalf of Canada.
- 24.2. Except as otherwise provided in the intellectual property provisions of the contract, upon any payment being made to the Contractor for or on account of materials, parts, work-in-process or finished work, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, work-in-process and finished work so paid for shall vest in and remain in Canada unless already so vested under any other provision of the contract.
- 24.3. Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the contract, the risk of loss or damage to the materials, parts, work-in-process or finished work or part thereof so vested shall remain with the Contractor until their delivery to Canada in accordance with the contract. The Contractor shall be liable for any loss or damage to any part of the Work caused by the Contractor or any subcontractor after such delivery.
- 24.4. Any vesting of title referred to in subsection 24.2 shall not constitute acceptance by Canada of the materials, parts, work-
- in-process or finished work, and shall not relieve the Contractor of its obligation to perform the Work in accordance with the contract.
- 24.5. Where title to any materials, parts, work-in-process or finished work becomes vested in Canada, the Contractor shall, upon the Minister's request, establish to the Minister's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances and shall execute such conveyances thereof and other instruments necessary to perfect that title as the Minister may request.
- 24.6. If the contract is a defence contract within the meaning of the *Defence Production Act*, R.S. 1985, c. D-1, title to the Work or to any materials, parts, work-in-process or finished work shall vest in Canada free and clear of all claims, liens, attachments, charges or encumbrances, and the Minister shall be entitled at any time to remove, sell or dispose of it or any part of it in accordance with section 20 of that Act.
- GC25. Entire Agreement**
- 25.1. 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.

## SECTION "III" – TERMS OF PAYMENT

**TP1. Payment**

- 1.1. Payments under this contract, except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work to the satisfaction of the Minister but subject to the submission to the Departmental Representative of a claim for payment.
- 1.2. Subject to parliamentary appropriation of funds and to TP1.1, payment by the Minister for the Work shall be made:
  - 1.2.1. in the case of an advance payment, within thirty (30) days of the signing of this contract by both parties or within thirty (30) days of receipt of an invoice requesting payment, whichever is later,
  - 1.2.2. in the case of progress payment, within thirty (30) days following the date of receipt of a duly completed Work or progress report or within thirty (30) days of receipt of an invoice requesting payment, whichever is later, and
  - 1.2.3. in the case of a final payment, within thirty (30) days following the date of receipt of the completed Work or within thirty (30) days of receipt of an invoice requesting payment whichever is later.
- 1.3. For purposes of this contract, a full day is any period of seven and one half (7.5) hours within any twenty-four (24) hour period.
- 1.4. If the Contractor is engaged in the performance of the Work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number of hours during which the Contractor was so engaged.
- 1.5. If Canada has any objections to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection.
- 1.6. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days only results in the date specified in TP1.1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.
- 1.7. Notwithstanding any other provision of the contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.

**TP2. Interest on Overdue Accounts**

- 2.1. For the purposes of this section:
  - (a) **"average rate"** means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
  - (b) **"date of payment"** means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
  - (c) an amount is **"due and payable"** when it is due and payable by Canada to the Contractor in accordance with the terms of the contract; and
  - (d) an amount becomes **"overdue"** when it is unpaid on the first day following the day upon which it is due and payable.
- 2.2. Canada shall be liable to pay to the Contractor simple interest at the average rate plus three (3) percent per annum on any

amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

- 2.3. Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.

- 2.4. Canada shall not be liable to pay interest on overdue advance payments.

**TP3. Appropriation**

- 3.1. In accordance with section 40 of the Financial Administration Act, payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

**TP4. Travel and Living Expenses**

Travel and living expenses incurred by the Contractor are entirely subject to the content of the current Treasury Board Travel Directive ([http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tbm\\_113/td-dv-1\\_e.html](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/td-dv-1_e.html)) and the Treasury Board Secretariat Special Travel Authorities, Section 7, "Persons on contract" ([http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/sta1\\_e.asp#\\_Toc65556472](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/sta1_e.asp#_Toc65556472) and [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/STA\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/STA_e.asp)).

**Travel and living expenses are considered to be part of the total cost of the Contract.** Expenses which exceed the Directive will not be paid. Prior authorization from the Departmental Representative for projected travel and living expenses is required.

**4.1. General**

- 4.1.1. Travel and living expenses are to be claimed at actual cost but are not to exceed current Treasury Board Secretariat guidelines.
- 4.1.2. A statement indicating the names of travellers; places visited; dates and length of visits; and purpose of travel must be submitted with each claim for travel and living expenses.
- 4.1.3. Insurance for all methods of travel; accidents; illness; cancellations; immunizations; and other obligations are the sole responsibility of the Contractor.

**4.2. Method of Transportation**

- 4.2.1. **Air travel.** The standard for air travel is economy class only. Upgrades to Business or First class are the sole financial responsibility of the Contractor.
- 4.2.2. **Rail Travel.** The standard for rail travel is the next higher class after the full economy class.
- 4.2.3. **Rental vehicle.** The standard for rental vehicles is mid size. Vehicle rental must be pre-approved by the Departmental Representative.
- 4.2.4. **Private vehicle.** The Contractor may claim only for distances necessarily driven solely on government business, using the most direct, safe and practical road routes. The rate per kilometre which is payable is specified in the current Treasury Board Secretariat Travel Directive. Insurance is the responsibility of the Contractor. PHAC will not assume responsibility for deductible amounts related to comprehensive or collision coverage.

**4.3. Meal, accommodation, transportation and other allowances**

- 4.3.1. For same day travel, with no overnight stay, the applicable meals allowance is paid, as specified in the current Treasury Board Secretariat Travel Directive. Receipts are not required.



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| <p>4.3.2. For same day travel, with no overnight stay, the applicable transportation allowance is paid, as specified in the current Treasury Board Secretariat Travel Directive. Original receipts are required.</p> <p>4.3.3. For travel of two (2) or more consecutive days, the applicable meal allowances, and the incidental expenses allowances per day are paid, as specified in the current Treasury Board Secretariat Travel Directive. Receipts are not required.</p> <p>4.3.4. For travel of two (2) or more consecutive days, the applicable travel and accommodation allowances per day are paid, as specified in the current Treasury Board Secretariat Travel Directive. Original receipts are required, except when private, non-commercial accommodation is used.</p> | <p>4.3.5. Meal allowances are not paid in respect of meals included in a fare (e.g. airplane or club-car ticket), or provided free of charge in a government mess, or included as part of the cost of an event or other function.</p> <p>4.3.6. Professional fees, or similar equivalent costs cannot be claimed for travel time.</p> <p>4.3.7. Original receipts and vouchers for accommodation and transportation are required to be submitted with each claim, except when private, non-commercial accommodation is used. Photocopies are not claimable.</p> <p>4.3.8. Luxury accommodation is not permitted.</p> <p>4.3.9. Entertainment is not an allowable expense.</p> |
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## SECTION "IV" – INTELLECTUAL PROPERTY

**IP1. Contractor to Own Intellectual Property Rights****1.1. Interpretation**

In the contract,

- 1.1.1 "Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other supplier of the Contractor
- 1.1.2 "Commercial Exploitation in Competition with the Contractor" does not include exploitation by Canada or by any contractor where the good or service produced through such exploitation is for end use by Canada, nor does it include dissemination or distribution by Canada to persons or to other governments at or below cost of any good or service delivered under the contract or produced through such exploitation;
- 1.1.3 "Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;
- 1.1.4 "Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;
- 1.1.5 "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;
- 1.1.6 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;
- 1.1.7 "Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;
- 1.1.8 "Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the contract.

**1.2. Disclosure of Foreground Information**

- 1.2.1 The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.

- 1.2.2 The Contractor shall, in each disclosure under this section, indicate the names of all subcontractors at any tier, if any, in which Intellectual Property Rights to any Foreground Information have vested or will vest.
- 1.2.3 Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

**1.3. Contractor to Own Intellectual Property Rights in Foreground Information**

- 1.3.1 Subject to subsection IP1.3.3 and section IP1.7 (Transfer of Intellectual Property Rights), and without affecting any Intellectual Property Rights or interests therein that have come into being prior to the contract or that relate to information or data supplied by Canada for purposes of the contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of the Contractor.
- 1.3.2 Notwithstanding the Contractor's ownership of the Intellectual Property Rights in Foreground Information that is a prototype, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, Canada shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and, except in the case of Software that is not necessary for the operation of the prototype, model or system or equipment, the right to sell them.
- 1.3.3 (i) 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 referred to in paragraph (ii), then the Intellectual Property Rights that shall vest under subsection 1.3.1 shall be restricted to the Intellectual Property Rights in Foreground Information that is capable of being exploited without the use of the information or data supplied by Canada or such personal information. All Intellectual Property Rights in any database or other compilation, the Foreground Information in which cannot be exploited without the use of such information, data, or personal information, shall vest in Canada. The Contractor agrees that it shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the contract, and shall not dispose of it except by returning it to Canada. The Contractor shall comply with the General Conditions of the contract in regard to maintaining the confidentiality of such information, data or personal information. Unless the contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the contract or at such earlier time as the Minister may require.  
(ii) Notwithstanding subsection 1.3.1, if the Work under the contract involves the collection of personal

	information as that term is defined in the <i>Privacy Act</i> (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.	
1.4.	<b><i>License to Intellectual Property Rights in Foreground Information</i></b>	
1.4.1	In consideration of Canada's contribution to the cost of development of the Foreground Information, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section IP1.3, for any public purpose except Commercial Exploitation in Competition with the Contractor. Canada's license to the Intellectual Property Rights in the Foreground Information also includes the right to disclose the Foreground Information to other governments for information purposes only. The Intellectual Property Rights arising from any modification, improvement, development or translation of the Foreground Information that is effected by or for Canada in the exercise of this license shall vest in Canada, or in such person as Canada shall decide.	1.4.5
1.4.2	The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1.4.1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section IP1.3, includes the right to disclose the Foreground Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require the bidder or the Contractor not to use or disclose any Foreground Information except as may be necessary to bid for or to carry out that contract.	1.4.6
1.4.3	For greater certainty and without limiting the generality of subsections 1.4.1 and 1.4.2, Canada's right to modify, improve, translate, reproduce or further develop any Foreground Information pursuant to subsections 1.4.1 and 1.4.2:	1.4.7
	(a) applies to Foreground Information that is Software, notwithstanding any terms to the contrary delivered by the Contractor with any deliverable, including the wording on any shrink-wrapped license attached to any deliverable; and	
	(b) includes the right to reproduce and use Foreground Information that is Software, or any modified or improved or translated or further developed form of it, on any and all computer systems owned, leased or operated by Canada anywhere in the world.	
1.4.4	Notwithstanding subsections 1.4.1, 1.4.2 and 1.4.3, if any Foreground Information arises solely from correction by the Contractor of errors in Background Information that is Software, or from minor modifications made by the Contractor to such Software, then the license set out in subsections 1.4.1, 1.4.2 and 1.4.3 shall not apply to that Foreground Information and, unless otherwise agreed, the license that applies to such Background	Information shall apply to that Foreground Information.
		Where the Intellectual Property Rights in any Foreground Information are or will be owned by a subcontractor at any tier, the Contractor shall either obtain a license from that subcontractor that permits compliance with subsections 1.4.1, 1.4.2 and 1.4.3 or arrange for the subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the subcontractor, no later than the time of disclosure to Canada of that Foreground Information.
		If the Contractor wishes to make use of any Canada-owned information that was supplied for purposes of the Contract, for the commercial exploitation or further development of any of the Foreground Information, then the Contractor may make a written request for a license to exercise the required Intellectual Property Rights in that Canada-owned information, to the Minister for whose department or agency the Work is being or was carried out. The Contractor shall give that Minister an explanation as to why such a license is required. That Minister shall respond in writing to the request within a reasonable period of time. If the request is refused, the response shall provide an explanation for the refusal. Should that Minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and that Minister. It is understood that those terms may include payment of compensation to Canada.
		The Contractor may apply to the Minister for whose department or agency the Work is being or was carried out for a license to commercially exploit a translation of the Foreground Information which is effected by or for Canada, subject to the same restrictions and obligations as apply under the Contract to commercial exploitation of the Foreground Information that was translated. Any such license shall be on terms and conditions to be negotiated between the Contractor and that Minister. It is understood that those terms may include payment of compensation to Canada.
1.5.	<b><i>License to Intellectual Property Rights in Background Information</i></b>	
1.5.1	Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:	
	(a) for the use, operation, maintenance, repair or overhaul of the Work;	
	(b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;	
	(c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;	

- and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- 1.5.2 Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection shall not include the right to reproduce the whole or part of any deliverable under the contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- 1.5.3 Notwithstanding subsections 1.5.1 and 1.5.2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the contract.
- 1.5.4 The Contractor acknowledges that, subject to paragraph c) of subsection 1.5.1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1.5.1 and 1.5.2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
- 1.5.5 Where the Intellectual Property Rights in any Background Information are owned by a subcontractor at any tier, the Contractor shall either obtain a license from that subcontractor that permits compliance with 1.5.1 and 1.5.2, or arrange for the subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the subcontractor, no later than the time of disclosure to Canada of that Background Information.
- 1.5.6 Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required in order for Canada to exercise its license in the Intellectual Property Rights in the Foreground Information. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- 1.5.7 The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1.5.6 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in the Background Information includes the right to disclose the Background Information to bidders on such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
- 1.5.8 Where the Intellectual Property Rights in any Background Information are owned by a subcontractor at any tier, the Contractor shall either obtain a license from that subcontractor that permits compliance with subsections 1.5.6 and 1.5.7 or arrange for the subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the subcontractor, no later than the time of disclosure to Canada of that Background Information.
- 1.5.9 Notwithstanding subsection 1.5.6, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the contract.
- 1.6. **Right to License**
- 1.6.1 The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Foreground Information and Background Information as required by the contract.
- 1.7. **Transfer of Intellectual Property Rights in Foreground Information**
- 1.7.1 Until the Contractor completes the Work and discloses all of the Foreground Information in accordance with section IP1.2 (Disclosure of Foreground Information), the Contractor shall not, without the prior written permission of the Minister, sell, assign or otherwise transfer title to the Intellectual Property Rights in any Foreground Information, or license or otherwise authorize the use of the Intellectual Property Rights in any of the Foreground Information by any person.
- 1.7.2 If Canada terminates the Contract in whole or in part for default, or if the Contractor fails to disclose any Foreground Information in accordance with section IP1.2, the Minister may, by notice given not later than 90 days from the date of termination or from the date Canada learns of the failure to disclose, as the case may be, require the Contractor to convey to Canada all of the Intellectual Property Rights in the Foreground Information or, in the case of a notice based on failure to disclose, all of the Intellectual Property Rights in the Foreground Information not disclosed. In the case of either notice, the rights to be conveyed shall include the Intellectual Property Rights in any Foreground Information that have vested or are to vest in a subcontractor at any tier. In the case of Intellectual Property Rights in Foreground Information which have been sold or assigned to a party other than a

- subcontractor at any tier, the Contractor shall not be obligated to convey rights to Canada in accordance with this subsection, but shall pay to Canada on demand an amount equal to the consideration which the Contractor received from the sale or assignment of the Intellectual Property Rights in that Foreground Information or, in the case of a sale or assignment that was not at arm's length, the fair market value of the Intellectual Property Rights in that Foreground Information, in each case including the value of future royalties or license fees.
- 1.7.3 In the event of the issuance by the Minister of a notice under subsection 1.7.2, the Contractor shall, at its own expense and without delay, execute such conveyances or other documents relating to title to the Intellectual Property Rights as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- 1.8. ***Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information***
- 1.8.1 In any sale, assignment, transfer or license of Intellectual Property Rights in Foreground Information by the Contractor, except a sale or license for end use of a product based on Foreground Information, the Contractor shall impose on the other party all of its obligations to Canada in relation to the Intellectual Property Rights in the Foreground Information and any restrictions set out in the contract on the use or disposition of the Intellectual Property Rights in the Foreground Information (and, if applicable, the Foreground Information), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee.
- 1.8.2 The Contractor shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee, assignee or licensee referred to in subsection 1.8.1, and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.
- 1.8.3 The Contractor shall not charge or permit any person to charge a royalty or other fee to Canada in respect of the Intellectual Property Rights in any Foreground Information for purposes of a contract or other arrangement with Canada. Where the contract or other arrangement is for a product based on Foreground Information or on any modification or improvement thereof, the Contractor shall grant to Canada a reasonable credit against its commercial price for that product to take into account Canada's financial contribution toward the development of the product, and in the case of a product owned by a transferee, assignee or licensee of the Intellectual Property Rights in any Foreground Information, the Contractor shall ensure that such party is required to do the same.
- 1.9. ***Access to Information; Exception to Contractor Rights***
- 1.9.1 Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the contract, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the contract that is confidential information or a trade secret of the Contractor or a subcontractor.
- 1.9.2 Notwithstanding subsection 1.9.1 nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Foreground Information or any Background Information, or to disclose any Foreground Information or any Background Information, to the extent that such information:
- (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the contract), for any reason including as a result of Canada's use or disclosure of deliverables under the contract for any purpose whatever that is not expressly excluded under the contract;
  - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
  - (c) is independently developed by or for Canada; or
  - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.
- 1.10. ***Waiver of Moral Rights***
- 1.10.1 The Contractor shall obtain a written permanent waiver of Moral Rights in a form acceptable to the Minister, from every author that contributes to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the contract. At the request of the Minister (be it at the completion of the Work or at any other time as the Minister may require), the Contractor shall provide the written waiver(s) of Moral Rights to the Minister.
- 1.10.2 If the Contractor is an author of the Foreground Information referred to in subsection 1.10.1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

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**APPENDIX "A" – STATEMENT OF WORK (SOW)****1. Scope****1.1 Title**

Foodbook: Canadian Food Exposure Study to Strengthen Outbreak Response

**1.2 Objective****Overall objective of Foodbook:**

'Foodbook' is a population survey that will determine Canadians exposure to foods that may serve as vehicles of foodborne infections over a seven-day period. These data are essential for timely and effective foodborne illness outbreak response. Investigators will compare these data to foods eaten by individuals involved in outbreaks to identify foods most likely to be the cause of the outbreak and to strengthen the epidemiological evidence required to remove the implicated food from the market (e.g., many cases report eating spinach; is this expected or unusual?). The survey data will also be used to inform risk assessments and surveillance programs; estimate the burden of gastrointestinal illness in Canada; examine relationships between eating patterns, obesity and socioeconomic status; and develop disease prevention and control measures. These data will allow public health and food safety authorities to implement targeted risk mitigation strategies that will have the greatest impacts on the health of Canadians.

**Objective of the Request for Proposals:**

This is a request for proposals to conduct a population-based telephone survey over a 6 month period from April 1, 2014 to September 30, 2014 according to the methodology set out in the statement of work and study protocol. The contracting authority may exercise the option to complete an additional 6 months of data collection from October 1, 2014 to March 31, 2015. The survey asks Canadians about food exposures (~200 questions), drinking and recreational water exposures (~10 questions), animal-related exposures (~10 questions), consumer food safety knowledge and practices (~10 questions), acute gastrointestinal illness (~15 questions) and demographic factors (~8 questions). Each participant will be asked a subset of these questions based on response-based skip patterns. The contractor will use land line and cellular telephone calling lists for all provinces and territories to interview 11,016 Canadians in English and French and will also provide on demand verbal translation into Inuktitut at the request of the participant. The vendor will have one month to provide the final data, nationally representative estimates and a final written report summarizing call statistics to the contract authority.

The Public Health Agency of Canada (PHAC) and Health Canada have committed funding for 6 months of data collection. Additional scope of work pending funding commitment will include: a) Additional 6 months of data collection; b) Provision of on demand verbal translation for additional languages (e.g., Italian, Cantonese); c) Administer an incentive program to participants who complete the survey; d) Compile a database of contact information for participants who agree to be contacted for future studies.

**2. REQUIREMENTS****2.1 Scope of work**

Upon receipt of the survey interview tool and the survey protocol, developed and provided by the PHAC Project Authority, the Contractor is to:

- i. Code and load the telephone interview tool provided into the Contractor’s Computer Assisted Telephone Interviewing (CATI) System;
- ii. Modify the interview script provided which was designed for land line telephone interviews to use when contacting participants by cell phone. The Project Authority will review and approve this interview script before implementation;
- iii. Develop an area sampling frame to ensure the sample within each of the ten (10) Canadian provinces and three (3) territories adequately covers the provincial/territorial population by census sub-division. To ensure better coverage of cellphone-only addresses, 20% of the sample frame will be addresses of cell phone users (identified for instance, through the use of cell-phone billing files). All address frame lists are the responsibility of the Contractor to procure;
- iv. Set-up and train Contractor’s interviewers to meet project requirements. The Contractor’s project manager with input from the PHAC Project Authority must train interviewers to ensure standardization of the interview procedure. The training will consist of a briefing of the purpose and content of the survey, a review of the survey tool and a privacy awareness segment that stresses the confidentiality of the work. The Contractor’s interviewers must observe well performed mock interviews using the interview tool, conduct several interviews and then practice the interview several times with supervision and feedback from the Contractor’s project manager or other experienced staff members prior to conducting study interviews. The Contractor’s project manager must monitor the first three (3) interviews performed by each interviewer to ensure standard questionnaire administration. The Project Authority may request, and must be allowed, to watch this training process in person or via teleconference. The Contractor will provide the Project Authority with a list of all interviewers that will conduct study interviews and the Project Authority will select all or a sample of these interviewers to monitor during training. The Project Authority will also at any time, be able to monitor a sample of interviews conducted during the study period.
- v. Conduct all telephone interviews using the Contractor’s CATI system.
- vi. Conduct 5,508 interviews during the pilot and phase one period (April 1, 2014 – September 30, 2014) and, dependent on the Project Authority exercising option 1, conduct an additional 5,508 interviews during option one - phase two (October 1, 2014 – March 31, 2015).
- vii. Interview participants in English or French based on the preference of the participant. Provide on demand verbal translation of the interview in Inuktitut for participants based on the preference of the participant. Dependent on the Project Authority exercising option two, provide on demand verbal translation in the language of the participant’s choice, for participants who are not comfortable completing the survey in English, French or Inuktitut.
- viii. Ensure that the number of interviews completed in each of the 10 provinces and 3 territories is equal to the numbers outlined in the table (Table 1) below and ensure that there are an equal number of interviews completed within each of the following age groups within each province/territory: 0-9 years, 10-18 years, 19-64 years, 65 +years. (variance +/- 2).
- ix. Randomly select addresses from the provincial/territorial area frame of households to ensure geographic and population concentration representation. For each household randomly selected, the Contractor will randomly select an age group to respect the sampling totals outlined above. (Note – when the monthly target sample for one or more age groups in a province/territory has already been met, the random selection will be made from the remaining age groups.) The Contractor will ask the household member who is first contacted if a member of the household meets the previously determined age range criteria. If so, that household member will be asked to complete the questionnaire. If there are no household members within the randomly selected age group, the telephone number will be put back

into the sampling frame. If there is more than one member in the household within the randomly selected age group, the Contractor will select the individual within the age group with the next birthday. The Contractor must continue to randomly select households and randomly select an age group to apply until an individual completes the interview.

- x. Ensure the Contractor’s interviewers dial telephone numbers from Monday to Friday, between 1 pm and 8 pm Monday to Friday and 12 to 8 pm on Saturday and Sunday (in the time zone of the area being surveyed) or in a manner designed to maximize the response rate and approved by the Project Authority. Each telephone number must be attempted three (3) times, on different days and at different times of the day. Each call attempt must allow for a minimum of five (5) rings. Once an eligible individual at a given telephone number has been identified, five (5) attempts must be made to contact that person and complete the survey over the course of 5 days. No initial calls will be made on statutory holidays. All call backs will be scheduled for the day and time requested by the respondent. The day of the actual interview is the reference day for the questions.
- xi. After the first and second week of data collection, provide the electronic data set containing those weeks of data to the PHAC research team for review. Following review of the first and second week of data collected, the PHAC Project Authority may provide a revised interview tool to the Contractor. The revised interview tool will be provided to the Contractor within 5 working days of the PHAC Project Authority receiving the data. If a revised interview tool is received, the Contractor must modify their Computer Assisted Telephone Interviewing (CATI) System to begin interviewing based on the revised interview tool within a one week time frame.
- xii. Deliver, via the Contractor’s company email system (not via webmail), the following strong password protected files on a monthly basis throughout the remainder of the study period: 1) raw data file; 2) weighted dataset accounting for oversampling, biases inherent in selection strategy (Contractor must develop weights) and; 3) value label file based on what is spoken in the CATI (i.e., describing response categories). All three files should be in a format readily importable into MS Excel, SAS and STATA. In addition, the Contractor will deliver via email, a methodological note explaining the weighting procedure and a file with any data cleaning code applied to the datasets in SAS, STATA or an equivalent format. The datasets (raw and weighted) will have one record per completion and some derived variables: first 3 digits of the postal code for the address of the participant, number of call backs required to get the completion, proxy response indicator, number of landlines in the frame for the address of the person who completed, number of cell phones in the frame for the address of the person who completed. The data files will not contain telephone number, names, full postal code or street address.
- xiii. If option one is exercised for data collection to continue from October 1, 2014 to March 31, 2015, the PHAC Project Manager will add a module to the survey on food safety practices (~10 questions). The Contractor must modify the survey tool based on the questionnaire and reload it into the Contractor’s Computer Assisted Telephone Interviewing (CATI) System prior to October 1, 2014.
- xiv. Concurrent with the main study, conduct an additional survey of 200 Canadians to determine what Canadians eat in a three (3) day period. The Project Authority will provide a sub-study interview tool which will consist of modules 1 and 6 only and will ask participants if they ate the food items in a three (3) day period instead of a seven (7) day period. The Contractor will complete the same work as described above with the following exceptions: This sub-study will be completed by 200 individuals randomly selected from a household sampling frame comprised of 80% land lines and 20% cell phone numbers from the Canadian provinces and territories combined. Participants will be enrolled to ensure even distribution of participants over calendar months throughout the data collection period. The dataset will be provided to the Project Authority after the first and second week, sixth and twelfth month of data collection in a format readily importable into MS Excel, SAS or STATA (or at the same time as the main study data file, whichever is more convenient for the Contractor).

- xv. At any time during the course of the survey period, the PHAC Project Manager may add up to ten (10) additional questions to the interview tool to address urgent data needs (i.e., to support time-sensitive outbreak investigations or health risk assessments). The Contractor will make necessary adjustments to the CATI system within two calendar days of receiving the revised interview tool from the Project Authority.
- xvi. Deliver via e-mail a status report of the number of surveys completed including the following information after the first and second week, and monthly thereafter: number of attempts, numbers and reason for non-enrollment, overall survey response rates, number of completes by proxy interview, number of completes in English, French and Inuktitut or other language if on-demand verbal translation is included in contract.

**Table 1. Sample size allocation to the provinces/territories and nationally for the main study using a 7 day period to assess exposures and the sub-study using a 3 day period to assess exposures.**

Province	Approx. Sample Size per Month	Main Study P/T Sample Size (7 day recall period)	Provincial Sample Size per Month and Age Group	Sub-study Sample Size (3 day recall period)
NL	34.7	416	8.7	200
PEI	34.7	416	8.7	
NS	52	624	13	
NB	52	624	13	
QC	138.7	1,664	34.7	
ON	138.7	1,664	34.7	
MB	69.3	832	17	
SK	69.3	832	17	
AB	104	1,248	26	
BC	104	1,248	26	
NT	43.3	416	8.7	
YT	36.1	416	8.7	
NU	33.7	416	8.7	
Total	797.3	10,816	224.9	

## 2.2 Additional/Optional scope of work:

The Contractor will provide a separate cost estimate to complete each of the following additions to the scope of work if the option is exercised by the Contracting Authority:

- i. Complete an additional 5,508 interviews over 26 weeks from October 1, 2014 to March 31, 2015.
- ii. Provide on demand verbal translation of the survey into languages other than English, French and Inuktitut via their or a partner company for participants upon request. The Contractor will provide training to the translation service provider if one is used regarding administration of the survey over the phone and will ensure that translations are culturally sensitive. The translation service provider will document the unique identifier on the interview tool, transcribe responses on the tool, and send the completed interview tools to the Contractor for scanning and data entry into the CATI system. The Contractor will destroy the hard copy questionnaires after data entry and validation into the CATI system. The Contractor will notify the Project Authority in their monthly updates the number of surveys completed through the use of this verbal translation service.



- iii. An incentive program will be developed and implemented by the Contractor to encourage participation by randomly selected participants (e.g., chance to win grocery gift card, iPad or some other item). The cost of this program shall not exceed \$5000. All work and costs of this incentive program will be borne by the contractor. The contractor will provide details in their technical bid on how they will conduct this work and the plan will be subject to approval by the Contracting Authority. If contact information is required to implement this program, all contact information will be stored separate from study data, will never be linked to study data and will be destroyed within one week of the date of data collection. A third party auditor will be required to verify the equitable distribution of the incentive to participants as set out by the Contractor.
- iv. At the end of the interview, the Contractor will request the participant's consent to be contacted by public health authorities for future studies. The Contractor will collect and store the contact information of the participant in a separate dataset which cannot be linked to other study data collected. This information will be handled in accordance with PHAC privacy requirements. The dataset will be provided to the Project Authority after the second week, sixth and twelfth month of data collection in a format readily importable into MS Excel, SAS or STATA.

### 3. DELIVERABLES

The ultimate task of the contractor will be to administer the survey interview tool provided by the PHAC research team using the finalized methodology presented in the study protocol (see Documents 1 and 2). The contractor must follow the methodology fully.

Deliverables under this contract following contract award on or before March 17, 2014 are:

Deliverables		Date
<b>Initiation Phase (2 weeks):</b>		
	Develop sampling frames	March 31, 2014
	A finalized electronic version of the CATI survey	March 31, 2014
<b>Pilot phase (2 weeks):</b>		
	Provide weekly raw data from first 2 weeks of data collection (~212 interviews per week: 208 using the 7 day exposure period and 4 using the 3 day exposure period).	April 11, 2014 April 17, 2014
	Make any modifications required (e.g., interview tool, sampling methodology, interviewer training, CATI system, data files)	Modified set up complete within one week of receipt from the Contract Authority
<b>Phase one (26 weeks):</b>		
	Complete 26 weeks of data collection (study and sub-study)	September 30, 2014
	Provide monthly extracts of raw and weighted datasets	Monthly within 3 business days of the 15 <sup>th</sup> of each month
	Provide monthly status report on survey completion	Monthly within 3 business days of the 15 <sup>th</sup> of each month
	Make necessary changes to accommodate ~10 new questions related to consumer food safety knowledge and practices	Prior to week 26 and within 2 weeks of receipt of questions from the Contract Authority
<b>Completion phase (4 weeks):</b>		
	A final raw dataset, after 26 weeks (or 52 weeks if option 1 is exercised) of data collection and the final weighted dataset	October 25, 2014 or April 30, 2015
	Final status report detailing survey completion	October 25, 2014 or April

		30, 2015
	Final report on how data was securely deleted	March 31, 2016
<b>Option 1: Phase two (26 weeks)</b>		
	Complete final 26 weeks of data collection (study and sub-study)	March 31, 2015
	Provide monthly extracts of raw and weighted datasets	Monthly within 3 business days of the 15 <sup>th</sup> of each month
	Provide monthly status report on survey completion	Monthly within 3 business days of the 15 <sup>th</sup> of each month
<b>Option 2a &amp; 2b: On-Demand Verbal Translation</b>		
	Provide data collected from interviews conducted using on demand verbal translation throughout study period as part of the raw and weighted datasets (see above).	Monthly within 3 business days of the 15 <sup>th</sup> of each month
	Include in monthly status reports (see above), the number of interviews conducted and the language of interview for interviews conducted using on-demand verbal translation.	Monthly within 3 business days of the 15 <sup>th</sup> of each month
<b>Option 3: Incentive program review</b>		
	Final report on incentives program signed by third party auditor	April 30, 2015
<b>Option 4: Control registry</b>		
	Provide control registry dataset	April 17, 2014 October 25, 2014 April 30, 2015

All deliverables will be provided in English, and in electronic format, by email, to the PHAC research team Project Authority.

At any time during the data collection period, members of the PHAC research team reserve the right to request additional interim dataset(s), to be provided electronically by the contractor.

#### 4. REPORTING REQUIREMENTS

The Contractor will be expected to provide a status report (verbal or written) regarding the progress of the activities of this contract, upon request by the PHAC research team. The Contractor will be expected to provide all reports, datasets, and deliverables outlined in Section 1.4.

#### 5. Privacy and Personal Information

1. To perform the work, the Contractor will be collecting Personal Information from individuals.
2. 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 the Act. The Contractor must keep private and confidential any such Personal Information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such Personal Information except in accordance with this clause and the provisions of the Contract.
3. The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it may have under the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5 or similar legislation in effect from time to time in any province of Canada. If the Contractor believes that any obligations in the Contract prevent it from meeting its obligations under any of these laws, the Contractor must immediately notify the Contracting Authority.

4. The Contractor must only collect the Personal Information that is required to perform the work for: a) the survey data, b) the incentive program c) the Control Bank. The Contractor must deliver to Canada all such Personal Information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as Canada may request except the phone numbers and addresses of the individuals who have been contacted to fill out the survey which will remain under the control and custody of the Contractor.

Upon delivery of the Personal Information to Canada, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

5. The Contractor must inform an individual at the time Personal Information will be collected of the following:

- a) that the Personal Information is being collected on behalf of Canada or on behalf of the Contractor;
- b) the uses that will be done with the Personal Information;
- c) that the disclosure of the Personal Information is voluntary;
- d) the Personal Information will form part of a specific personal information bank to be determined, and provide the individual with the information if the Contracting Authority has provided this information to the Contractor.

6. Canada will provide a notice of collection and a request for consent that must be used when contacting the individuals by telephone. The Contractor must not make any changes to such a form or script unless authorised by Canada.

7. The Contractor must ensure that no name is included in the Surveys and must not link any other databases containing Personal Information to the Surveys.

8. The Contractor must ensure that all the databases containing Personal Information related to the Work are located in Canada.

## **6. SECURITY**


Please see attached SRCL for applicable security clauses.

## **7. APPLICABLE DOCUMENTS**

Bidders may request the following documents:

Document 1. Study Protocol

Document 2. Interview Tool

 Government of Canada Gouvernement du Canada	<b>RECEIVED</b> OCT 28 2013	Contract Number / Numéro du contrat 1000154172 Security Classification / Classification de sécurité
<b>SECURITY REQUIREMENTS CHECK LIST (SRCL)</b> <b>LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>		
<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Health Agency of Canada		2. Branch or Directorate / Direction générale ou Direction Infectious Disease Prevention and Control Branch
3. a) Subcontract Number / Numéro du contrat de sous-traitance N/A	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant N/A	
4. Brief Description of Work / Brève description du travail The vendor will conduct approximately 11 000 telephone survey of Canadians using prescribed methodology and a standard questionnaire over a 12 month period from January 1 to December 31, 2014. The questionnaire asks Canadians about food exposures, drinking and recreational water exposures, animal-related exposures, consumer food safety knowledge and practices, acute gastrointestinal illness and demographic factors		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada  
Gouvernement du Canada

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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Government of Canada  
Gouvernement du Canada

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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC							
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET		
				CONFIDENTIEL		Très SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL					A	B	C	CONFIDENTIEL		Très SECRET
Information / Assets Renseignements / Biens	✓																	
Production																		
IT Media / Support TI	✓																	
IT Link / Lien électronique																		

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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Security Classification / Classification de sécurité

Canada





Contract Number / Numéro du contrat 1000154172
Security Classification / Classification de sécurité

<b>PART D - AUTHORIZATION / PARTIE D - AUTORISATION</b>			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Andrea Currie	Title - Titre Senior Epidemiologist	Signature <i>Andrea Currie</i>	
Telephone No. - N° de téléphone 519-826-2389	Facsimile No. - N° de télécopieur 519-826-2984	E-mail address - Adresse courriel andrea.currie@phac-aspc.gc.ca	Date Oct 24/13
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Curtis Blair	Title - Titre Senior Training and Awareness Officer	Signature <i>C. Blair</i>	
Telephone No. - N° de téléphone 613-946-7752	Facsimile No. - N° de télécopieur 613-941-2398	E-mail address - Adresse courriel curtis.blair@hc-sc.gc.ca	Date 2013-10-28
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) David Sullivan	Title - Titre Procurement and Contracting Specialist	Signature <i>David Sullivan</i>	
Telephone No. - N° de téléphone 613-952-3234	Facsimile No. - N° de télécopieur 613-948-7171	E-mail address - Adresse courriel David.S.Sullivan@phac-aspc.gc.ca	Date
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées) Helene Meloche Contract Security Officer, Contract Security Division	Title - Titre Contract Security Officer	Signature <i>Helene Meloche</i>	
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Security Classification / Classification de sécurité

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