



**C. ARTICLES OF AGREEMENT**  
**C1. CONTRACTING AUTHORITY**

Sean Stiff  
Contracting Specialist  
Materiel and Assets Management Division  
Chief Financial Officer Branch  
391 York Avenue  
Winnipeg, MB R3C 4W1  
Telephone: 204.229.1512  
Fax: 204.416.7388  
E-mail: sean.stiff@hc-sc.gc.ca

**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 VENDOR CODE)

(individually referred to as a "Party" and  
collectively referred to as the "Parties")

for  
The Performance of the Work described in  
Annex "A" – Statement of Work

**THIS CONTRACT  
DOES NOT CONTAIN A SECURITY  
REQUIREMENT**

<b>C2. TITLE</b> Snow Removal Services		
<b>C3. CONTRACT PERIOD</b> Start date: _____ End date: _____		
<b>C4. CONTRACT NUMBER</b>	<b>C5. FINANCIAL CODE</b>	<b>C6. MAMD REFERENCE</b> 07-09
<b>C7. CONTRACT DOCUMENTS AND PRIORITY OF DOCUMENTS</b> 1. These Articles of Agreement (Section "C"); 2. Security Requirements (Annex "B"); 3. Supplementary Conditions (Section "I"); 4. General Conditions (Section "II"); 5. Terms of Payment (Section "III"); 6. Intellectual Property (Section "IV"); 7. Statement of Work (Annex "A"); and 8. the Contractor's bid dated _____. (collectively referred to herein as the "Contract")  If there is a discrepancy or inconsistency between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.		
<b>C8. CONTRACT DOLLAR VALUE</b> The total dollar value of the Contract is \$0.00, inclusive of GST/HST all amounts in Canadian dollars.		
<b>C9. INVOICES</b> One (1) copy of each invoice is to be sent at the address below, showing: a. the Contract title, number and financial code; b. the date; c. a description of the Work performed; d. timesheets (if payment is based on hourly/per diem rates); e. evidences of actual Cost (Cost Reimbursable Elements); f. the amount of the progress payment being claimed; and g. the amount for any tax (including GST/HST).  <b>All invoices are to be sent</b> by email to the following address: P2P.West.Invoices-Factures.Ouest@hc-sc.gc.ca		
<b>C10. GOVERNING LAWS</b> This Contract will be governed by and construed in accordance with the laws in force in Manitoba, Canada.		
<b>C11. INTELLECTUAL PROPERTY</b> The Contractor Will Own Intellectual Property Rights as per Section "IV".		
<b>C12. 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		
<b>PUBLIC HEALTH AGENCY OF CANADA CONTRACTING AUTHORITY:</b>  _____ Signature Date  _____ Print Name and Position		

**SECTION “I” – SUPPLEMENTARY CONDITIONS**

**1.0 CONTACT INFORMATION**

1.1 Contracting Authority

The Contracting Authority is identified in section C1, page 1, of the Contract.

Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.2 Project Authority

The Project Authority is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract, and is responsible for the day-to-day management of the Contract.

\*\*\* Note:

Invoices must not be sent to the Project Authority directly. Invoices must be sent to the address indicated on page 1 of the Contract, section C9.

1.3 Contractor’s Authorized Representative

The Contractor’s Authorized Representative is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
  
 Phone number: \_\_\_\_\_  
 Email: \_\_\_\_\_

**2.0 PERIOD OF THE CONTRACT**

The initial period of the Contract is identified in section C3, on page 1 of the Contract.

The Contractor hereby grants to Canada the irrevocable option to extend the period of the Contract by up to three (3) additional one (1) year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable terms set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the end date of the Contract. The option may only be exercised by the Contracting Authority and will be evidenced for administrative purposes only, through an amendment to the Contract.

**3.0 BASIS OF PAYMENT**

- 3.1 Canada will pay the Contractor for the satisfactory performance of the agreed to services an amount not to exceed \$\_\_\_\_\_, inclusive of all expenses, customs and duties, and applicable taxes.
- 3.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Canada. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 3.3 No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications made by the Contractor will be authorized or paid to the Contractor unless such changes, modifications or interpretations have been approved in writing by the Contracting Authority prior to their incorporation into the Work. The Contractor is not obliged to perform any Work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor will notify the Project Authority in writing as to the adequacy of this sum:
- (a) when it is seventy five percent (75%) committed, or
  - (b) four (4) months prior to the Contract expiry date, or
  - (c) if the Contractor considers the funds provided to be inadequate for the completion of the Work, whichever comes first.

In the event that the notification refers to inadequate funds, the Contractor will provide to the Project Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional fund does not increase the liability of Canada.

4.0 PRICE BREAKDOWN

4.1 Scheduled Services

For scheduled services, the contractor will be paid at the following firm, all-inclusive rates. These rates include overhead and profit but do not include GST.

Task No.		Year 1	Year 2	Option Year 1	Option Year 2	Option Year 3
1	<p>Labour:</p> <p>Scheduled snow ploughing services including all designated access lanes, parking lots, loading zones/docks. Services to be provided (typically between the hours of 8pm and 7am) as per Statement of Work.</p> <p>Snow clearing and sanding to be completed when a minimum of 5 cm of snow has accumulated as per Environment Canada. Estimated quantity = 18 times per year per site.</p>					
A.	Unit Price for CSCHAH – 1015 Arlington Street	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month
B.	Unit Price for JCWIDRC – 745 Logan	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month
2	<p>Labour:</p> <p>Scheduled snow shovelling/snow blowing and sanding services including all designated access entrances, emergency exits, walkways and lanes. Services must be provided as needed and ongoing if required as per Statement of Work.</p> <p>Snow shovelling/snow blowing must be completed when a minimum of 5 cm of snow has accumulated as per Environment Canada. Estimated quantity = 28 times per year per site.</p>					
C.	Unit Price for CSCHAH – 1015 Arlington Street	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month
D.	Unit Price for JCWIDRC – 745 Logan	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month
E.	Total Cost A + B + C + D Lot Prices per year	Total Cost: \$_____	Total Cost: \$_____	Total Cost: \$_____	Total Cost: \$_____	Total Cost: \$_____

4.2 Estimated applicable taxes to Item 4.1

Est. \$\_\_\_\_\_

**Section “I”**

**Supplementary Conditions**

4.3 As and When Required Services

For as and when required services, the contractor will be paid at the following firm, all-inclusive rates. These rates include overhead and profit but do not include GST.

Task No.		Year 1	Year 2	Option Year 1	Option Year 2	Option Year 3
1	AS & WHEN – Sanding of parking lots - must be done as needed when requested.					
A.	Unit Price for CSCHAH – 1015 Arlington Street	\$_____ / Lot	\$_____ / Lot	\$_____ / Lot	\$_____ / Lot	\$_____ / Lot
B.	Unit Price for JCWIDRC – 745 Logan	\$_____ / Lot	\$_____ / Lot	\$_____ / Lot	\$_____ / Lot	\$_____ / Lot

4.4 Estimated applicable taxes to Item 4.3 Est. \$\_\_\_\_\_

**5.0 METHOD OF PAYMENT**

5.1 MONTHLY PAYMENTS

Payment for services rendered will be made by Canada to the Contractor on monthly intervals upon receipt of an itemized invoice setting out, in detail, the Work performed, the progress towards the completion of the tasks/deliverables identified in the Contract and the number of person days expended, and the certificate of the Project Authority that the invoice is true and exact and that the Contractor has during the period covered by the invoice proceeded with the performance of the Work.

## SECTION "II" – GENERAL CONDITIONS

**GC1. Interpretation**

- 1.1. In the Contract,
- 1.1.1. "Contracting Authority" means the officer or employee of Canada who is designated by the Articles of Agreement and includes a person authorized by the Contracting Authority to perform any of the Contracting Authority's functions under the Contract;
- 1.1.2. "Cost" means Cost determined according to Public Works and Government Services Canada (PWGSC) Contract Cost Principles (CCP) 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract. CCP 1031-2 are found on the PWGSC website at the following address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2>
- 1.1.3. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;
- 1.1.4. "Work", unless otherwise expressed in the Contract, means all the activities, services, goods, equipment and things required to be done, delivered or performed by the Contractor under the Contract.

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

- 2.1. The Contractor shall, between the start date and the end date specified in section C3 (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 (Annex A).

**GC3. Successors and Assigns**

- 3.1. The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

**GC4. Subcontractors**

- 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 from the Contracting Authority.

**GC5. Assignment**

- 5.1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
- 5.2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

**GC6. Time of the Essence and Excusable Delay**

- 6.1. It is essential that the Work be performed within or at the time stated in the Contract.
- 6.2. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
- is beyond the reasonable control of the Contractor;
  - could not reasonably have been foreseen;
  - could not reasonably have been prevented by means reasonably available to the Contractor; and
  - occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

- 6.3. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- 6.4. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, Costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to the Minister the portion of any advance payment that is unliquidated at the date of the termination.
- 6.5. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any Costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

**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, 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; and 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 for Convenience**

9.1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

9.2. If a termination notice is given pursuant to subsection 9.1, the Contractor will be entitled to be paid, for Costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:

- a. on the basis of the Contract Dollar Value, for all completed Work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
- b. the Cost to the Contractor plus a fair and reasonable profit for all Work terminated by the termination notice before completion; and
- c. all Costs incidental to the termination of the Work incurred by the Contractor but not including the Cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

9.3. The Minister may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.

9.4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Dollar Value. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

**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, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately

10.1.2 terminate for default the Contract or part of the Contract; or 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 Dollar Value applicable to the Work or the particular part of the Work.

**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 acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Service* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

**GC13. Contractor Status**

13.1. This is a Contract for the performance of services and the Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to

anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

#### GC14. Conduct of the Work

- 14.1. The Contractor represents and warrants that:
- it is competent to perform the Work;
  - it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials;
  - it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 14.2. The Contractor must:
- perform the Work diligently and efficiently;
  - except for Government property, supply everything necessary to perform the Work;
  - use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - select and employ a sufficient number of qualified people;
  - perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and
  - provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- 14.3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.

#### 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 a 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:
- is publicly available from a source other than the Contractor; or
  - 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,
- 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
  - 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. Contingency Fees, Auditing and Public Disclosure

- 17.1. The Contractor declares that the Contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a Contingency Fee to any individual for the solicitation, negotiation or obtaining of this Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act* R.S.C., 1985, c. 44 (4th Supp.).
- 17.2. All accounts and records relating to any payment by the Contractor of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounting and auditing provisions of this Contract.
- 17.3. The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20(1)(a) to (d) of the *Access to Information Act* - relating to the Contract.
- 17.4. If the Contractor makes a false declaration under clause 17.1 or 21.1 or fails to comply with the terms set out in clause 17.2 or 17.3, it is an act of default under the Contract and the Contractor agrees, in addition to any other remedies that may be available against the Contractor, to immediately return any advance payments and agrees that the Contracting Authority may terminate the Contract in accordance with the default provisions of this Contract.
- 17.5. In this section, "Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms.

#### 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 Contracting Authority 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. For greater certainty, to be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.



**GC20. Replacement Personnel**

- 20.1. The Contractor shall provide the services of the persons named in its bid 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 Contracting Authority. In such case the Contractor shall notify the Contracting Authority 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; and
- 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 agrees to comply with the Code of Conduct for Procurement (the "Code") and to be bound by its terms. The Code can be accessed at the following Internet address: <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html> Furthermore, in addition to the Code, the Contractor must comply with the terms set out in this section.
- 21.2. The Contractor declares and it is a term of this Contract that the Contractor has, and any of the Contractor's employees assigned to the performance of the Contract have, not never been convicted of an offence, other than an offence for which a pardon has been granted under the following sections of the *Criminal Code* of Canada:
- 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.

**GC22. Inspection/Acceptance**

- 22.1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

**GC23. Taxes**

- 23.1. Federal governments and agencies are to pay Applicable Taxes.
- 23.2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 23.3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable

legislation), including for material incorporated into real property.

- 23.4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- 23.5. Tax Withholding of 15 Percent – Canada Revenue Agency Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the *Canada Revenue Agency*. The amount withheld will be held on account for the Contractor in respect to any tax liability 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 and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

**GC26. Harassment in the Workplace**

- 26.1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Contractor, is available on the Treasury Board Secretariat of Canada website.
- 26.2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with, Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

**GC27. No Bribe or Conflict**

- 27.1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- 27.2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
- 27.3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
- 27.4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

**GC28. Government Property**

- 28.1. The Contractor must take reasonable and proper care of all Government property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

**GC29. Suspension of Work**

- 29.1. The Contracting Authority may at any time, by giving written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

**GC30. Right of Set-Off**

- 30.1. Without restricting any right of set-off given by law, the Minister may set-off against any amount payable to the Contractor under the Contract, any amount payable to the Government of Canada by the Contractor under the Contract or under any other current contract. The Minister may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to the Government of Canada by the Contractor which, by virtue of the right of set-off, may be retained by the Government of Canada.

**GC31. Powers of Canada**

- 31.1. All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

**GC32. International Sanctions**

- 32.1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- 32.2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 32.3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section GC9.

**GC33. Transportation Costs**

- 33.1. If transportation Costs are payable by the Minister under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The Costs must be shown as a separate item on the invoice.

**GC34. Contract administration and dispute resolution**

- 34.1. In the event that concerns or issues arise regarding the application of the terms and conditions of a contract, or regarding its administration, the Contractor should contact the contracting officer identified in the Contract to schedule a meeting by phone or in person to discuss and/or resolve any disagreements or misunderstandings. After this initial meeting has taken in place, and if needed, contractors will be provided with information on other dispute resolution options available to them such as the Office of the Procurement Ombudsman (OPO) or other appropriate recourses.
- 34.2. At the request and consent of both Parties, the Office of the Procurement Ombudsman may be requested to participate in an alternative dispute resolution process to resolve any dispute between the Parties respecting the interpretation or application of the terms and conditions of the resulting Contract and their consent to bear the costs of such a process. The Office of the Procurement Ombudsman may be contacted by phone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

**GC35. Transportation Carriers' Liability**

- 35.1. The Government of Canada's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the Government of Canada (determined by the FOB point of Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

## 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 and receipt by Canada 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 National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and the Treasury Board Secretariat Special Travel Authorities, Section 7, "Persons on Contract" ([http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tbm\\_113/statb-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/statb-eng.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 by Canada 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 National Joint Council Travel Directive.
- 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 Project Authority.
- 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 National Joint Council Travel Directive. Insurance is the responsibility of the Contractor. Canada will not assume responsibility for deductible amounts related to comprehensive or collision coverage.

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- 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 National Joint Council Travel Directive. Receipts are not required.
- 4.3.2. For same day travel, with no overnight stay, the applicable transportation allowance is paid, as specified in the current National Joint Council Travel Directive. Copies of the receipts must be provided, except when private, non-commercial accommodation is used. Original receipts may be requested at any time by Canada, if so, the Contractor must provide original receipts prior to any payment being made.
- 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 National Joint Council Travel Directive. Receipts are not required.
- 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 National Joint Council Travel Directive. Copies of the receipts must be provided, except when private, non-commercial accommodation is used. Original receipts may be requested at any time by Canada, if so, the Contractor must provide original receipts prior to any payment being made.
- 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.
- 4.3.6. Professional fees, or similar equivalent Costs cannot be claimed for travel time.
- 4.3.7. Receipts and vouchers for accommodation and transportation are required to be submitted with each claim, except when private, non-commercial accommodation is used. Luxury accommodation is not permitted. Original receipts may be required upon request from Canada, if so, the Contractor must provide original receipts.
- 4.3.8. Entertainment is not an allowable expense.

## SECTION “IV” – INTELLECTUAL PROPERTY

**IPI. Contractor to Own Intellectual Property Rights****1.0 Interpretation**

In the Contract,

- 1.1 “Background Information” means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;
- 1.2 “Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;
- 1.3 “Foreground Information” means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
- 1.4 “Intellectual Property” means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software and Firmware;
- 1.5 “Intellectual Property Right” means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders’ rights, or subject to protection under the as trade secrets and confidential information;
- 1.6 “Software” means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, and includes modifications to any of the foregoing.

**2.0 Records and Disclosure of Foreground Information**

- 2.1 During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation, ownership and about any sale or transfer of any right in the Foreground Information. The Contractor must report and fully disclose to the Minister all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information when requested by the Minister or a representative of the Minister, whether before or after completion of the Contract.
- 2.2 The Contractor must, in each disclosure under this section, indicate the names of all subcontractors at any tier, if any, who contributed to the development of the Intellectual Property Rights in the Foreground Information.
- 2.3 Before and after final payment to the Contractor, the Contractor must provide the Minister with access to all records and supporting data that the Minister considers pertinent to the identification of Foreground Information.
- 2.4 For any Intellectual Property that was developed or created in relation to the Work, the Minister will be entitled to assume that it was developed or created by Canada, if the Contractor’s records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.

**3.0 Contractor to Own Intellectual Property Rights in Foreground Information**

- 3.1 All Intellectual Property Rights in the Foreground Information belong to the Contractor as soon as they come into existence.
- 3.2 Despite the Contractor’s ownership of all the Intellectual Property Rights in the Foreground Information, Canada has unrestricted ownership rights in any prototype, model, custom or customized system or equipment that is a deliverable under the Contract, including manuals and other operating and maintenance documents. This includes the right to make them available for public use, whether for a fee or otherwise, sell them or otherwise transfer ownership in them.
- 3.3 Any personal information, as defined in the *Privacy Act*, R.S. 1985, c. P-21, collected by the Contractor in the execution of the Work under the Contract becomes the property of Canada immediately upon collection and must be used only for the performance of the Work. The Contractor has no right in any such personal information.
- 3.4 If the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or any personal information referred to above, the Intellectual Property Rights in the database or compilation containing such information will belong to Canada. The Contractor’s Intellectual Property rights in the Foreground Information are restricted to those capable of being exploited without the use of the information or data supplied by Canada or the 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.

**4.0 Licenses to Intellectual Property Rights in Foreground and Background Information**

- 4.1 As Canada has contributed to the cost of developing the Foreground Information, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise the Intellectual Property Rights in the Foreground Information for Canada’s activities. Subject to any exception described in the Contract, this license allows Canada to do anything that it would be able to do if it were the owner of the Foreground Information, other than exploit it commercially in competition with the Contractor and transfer or assign ownership of it. The Contractor also hereby grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the Foreground Information. These licenses cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrap license or any other kind of packaging, attached to any deliverable.
- 4.2 For greater certainty, Canada’s licenses include, but are not limited to:
  - a. the right to disclose the Foreground and Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts;

- b. the right to disclose the Foreground and Background Information to other governments for information purposes;
- c. the right to reproduce, modify, improve, develop or translate the Foreground and Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with the reproduction, modification, improvement, development or translation;
- d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the right, in relation to any custom-designed or custom-manufactured part of the Work, to exercise such of the Intellectual Property Rights in the Background Information as may be required for the following purposes:
- i. for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
  - ii. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
- e. for Software that is custom designed for Canada, the right to use any source code the Contractor must deliver to Canada under the Contract and to reproduce, use, modify, improve or translate the Software.
- 4.3 The Contractor agrees to make the Background Information, including in the case of Software, the source code promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.
- 4.4 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 IP 4.1 and IP 4.2 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 Foreground Information.
- 4.5 The Contractor represents and warrants that it has the right to grant to Canada the licenses and any other rights to use the Foreground and Background Information. If the Intellectual Property Rights in any Foreground or Background Information are or will be owned by a subcontractor or any other third party, the Contractor must have or obtain promptly a license from that subcontractor or third party to grant promptly any required license directly to Canada.
- 4.6 Any information supplied by Canada to the Contractor for the performance of the Work remains the property of Canada. The Contractor must use Canada's information only to perform the Contract. If the Contractor wants to use any information owned by Canada for the commercial exploitation or further development of any of the Foreground Information, the Contractor must obtain a license from the Minister. In its request for a license to the Minister, the Contractor must explain why the license is required and how the Contractor intends to use the information. If the Minister agrees to grant a license, its terms will be negotiated between the Contractor and the Minister and may include the payment of a compensation to Canada.
- 5.0 **Transfer or License of Contractor's Rights**
- 5.1 During the Contract, the Contractor must not sell, transfer, assign or license the Foreground Information without first obtaining the Contracting Authority's written permission.
- 5.2 After the Contract, the Contractor is not required to obtain Canada's permission to transfer ownership in the Foreground Information but any transfer must be subject to all Canada's rights to use the Foreground Information. Furthermore, after the Contract, if the Contractor grants a license or any other right (other than a transfer of ownership) to a third party to use the Foreground Information, the Contractor is not required to notify Canada, but the license or right granted must not affect Canada's rights in any way. If the Contractor at any time transfers ownership or grants rights in the Foreground Information that interfere in any way with Canada's rights to use the Foreground Information, the Contractor must, if requested by Canada, immediately take all steps necessary to restore Canada's rights. If the Contractor is not successful in doing so, within the time reasonably required by Canada, the Contractor must immediately reimburse Canada for all costs Canada incurs to do so itself.
- 5.3 The Contractor shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee (including the conditions of the transfer), assignee or licensee referred to in this subsection and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.
- 5.4 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 IP 2.1, the Minister may, by giving notice to the Contractor, require the Contractor to convey to Canada all 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, including the rights owned by subcontractors. In the case of Intellectual Property Rights in the Foreground Information that have been sold or assigned to a third party, the Contractor must pay to Canada on demand, at Canada's discretion, the fair market value of the Intellectual Property Rights in the Foreground Information or an amount equal to the payment received by the Contractor from the sale or assignment of the Intellectual Property Rights in the Foreground Information.
- 5.5 In the event of the issuance of a notice by the Minister, the Contractor must, at its own expense and without delay, execute such documents relating to ownership of the Intellectual Property Rights as the Minister may require. The Contractor must, at Canada's expense, provide all reasonable assistance in the preparation of applications and in the prosecution of any applications for any registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case of an invention.
- 5.6 If the Contractor uses the Foreground Information to develop any new product or any improvement in any existing product, the Contractor agrees that, if Canada wishes to purchase such new or improved product, the Contractor must sell them to Canada at a discount off the lowest price for which it has sold those products to other customers, to recognize Canada's financial contribution to the development of those products.
- 5.0 **Waiver of Moral Rights**
- 5.1 If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the Copyright Act, R.S. 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is

an author of the Foreground Information, the Contractor permanently waives the Contractor’s moral rights in that Foreground Information.

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**ANNEX "A" – STATEMENT OF WORK (SOW)****1.0 Scope of Work****1.1 General**

The Scope of Work detailed herein includes, but shall not be limited to, the provision of snow removal services, by the Contractor. All labour, supervision, material and equipment necessary to complete the work and provide the services as detailed herein are required.

**1.2 Location**

All work undertaken in accordance with this requirement shall take place at, or on behalf of the Canadian Science Centre for Human and Animal Health (CSCHAH) at 1015 Arlington Street, 820 Elgin Avenue, Winnipeg, and at JC Wilt Infectious Diseases Research Centre (JCWIDRC) at 745 Logan Avenue, Winnipeg and any future site in Winnipeg as determined by the Departmental Representative.

**1.3 Activities Required/Tasks/Deliverables****Snow Ploughing Services:**

1. The contractor must provide skilled and experienced labour to perform snow shovelling, ploughing, snow blowing and sanding services.
2. Night time snowfall must be cleared from all areas prior to 07:00 am. Access lanes, staff and visitor's parking lot (front of building), must be kept clean seven (7) days a week. Snow clearing must commence when a minimum of 5 cm of snow has accumulated, regardless of time of day. (Accumulated snowfall amounts will be validated by Environment Canada's historic snowfall records).
3. Snow cleared at the CSCHAH location must be deposited in the designated snow pile area at 1015 Arlington Street.
4. Snow cleared at the JCWIDRC requires removal from the site after clearing is complete.
5. In the event of continuing snowfall, the contractor must clear and remove snow to ensure an accumulation of snow no greater than 5 cm. remain at any time. Snow must normally be cleared after 8:00 PM and before 07:00 AM.
6. The Contractor must provide additional sanding following snow accumulation or icy conditions on an "as and when requested" basis, by the Departmental Representative.
7. All indicated paved areas must be cleaned to bare pavement, including loading docks, car plug islands, and access gates in such a manner as not to impede access by employees and visitors. Access gates must be shovelled manually.
8. Snow must be piled in designated areas and only when the snow accumulated interferes with business operations shall it be removed from site on instructions from the Departmental Representative. Snow dump must not to be closer than 25 feet from the fence line of the area identified as the "dumping area", located at the Northeast corner of the property.
9. Spread hot sand or crushed granite in parking lot and all indicated areas as soon as icy conditions occur. This procedure must be repeated if same conditions reoccur regardless of snowfall. Sodium chloride pellets or other salt products or chemicals must not be utilized.
10. All work must be executed with the least possible interference or disturbance to the building tenants and/or public.
11. Sand must consist of hard durable particles free from clay lumps, cementation, organic materials, frozen material and other harmful materials.



Snow Shovelling/Snow Blowing Services:

1. Snow shovelling must commence when a minimum of 5 cm of snow has accumulated, regardless of time of day. (Accumulated snowfall amounts shall be validated by Environment Canada's historic snowfall records).
2. Night time snowfall must be cleared from all areas prior to 07:00 A.M. Entrances, access walkways, emergency exits and emergency exit walkways, sidewalks, and handicapped ramps must be kept clean seven (7) days a week.
3. In the event of continuing snowfall, the Contractor must clear and remove snow to ensure an accumulation of snow no greater than 5 cm. will remain at any time.
4. The Contractor must provide additional sanding following snow accumulation or icy conditions on an "as and when requested" basis, by the Departmental Representative.
5. All indicated paved areas must be cleaned to bare pavement, in such a manner as not to impede access by employees and visitors.
6. Spread crushed granite in all indicated areas as soon as icy conditions occur. This procedure must be repeated if same conditions reoccur regardless of snowfall. Sodium chloride pellets or other salt products or chemicals must not be utilized.
7. Provision of 10 barrels of crushed granite for treating the entrances, walkways emergency exits as soon as icy conditions occur (6 for CSCHAH, 4 for JCWIDRC).
8. Granite must consist of hard durable particles free from clay lumps, cementation, organic materials, frozen material and other harmful materials.

1.4 Service to be Provided – Type of Service

Unless otherwise specified, all instructions herein specify the duties and obligations of the Contractor.

1. Respond to emergency and/or "as and when" request for services within two (2) hours of being notified during normal business hours and within four (4) hours of being notified outside normal business hours by the Departmental Representative or their designate.
2. Perform all work in a safe manner and must not damage property or equipment, or impact on critical laboratory programs.
3. Provide telephone numbers for regular service calls and the contact names and telephone/cell numbers for emergency contact. Contractor must be responsible for advising the Departmental Representatives (listed herein) in writing of any changes to after-hour personnel schedule changes (weekend/holiday coverage) with a minimum seven (7) days' notice.
4. Advise the Departmental Representative on site of product defect or damage the Contractor may come across or cause in the performance of the work.

1.6 Areas To Be ServicedSnow Ploughing Services:

1. Loading Zones/Loading Docks – both locations
2. CSCHAH Parking Lots (Front, Sides and Rear of Building)
3. JCWIDRC Rear Parking Lot (Front and Rear of Building)
4. Access to Liquid Nitrogen Tank/Recycling Dumpster
5. CSCHAH – total area to be ploughed is 20,465 square metres
6. JCWIDRC – total area to be ploughed is approximately 3,548 square metres

Snow Shovelling Services

1. All entrances, access walkways, emergency exits, sidewalks, and handicapped ramps – both locations
2. CSCHAH – total area to be shoveled is 4914.165 square meters
3. JCWIDRC – total area to be shoveled is 451 square meters

#### 1.7 Preliminary

1. Prior to first snowfall, the contractor must flag corner curbing, islands and shrub / flower beds. The contractor must also familiarize themselves with the designated piling sites. Depending on quantity of snowfall the contractor shall be requested to remove portions of snow from the site (subject to Annex A 1.2.6).

#### 1.8 Damage

1. The contractor must be responsible for any damage incurred during the execution of the work of this contract, and at no expense to the Department, repair damage to the satisfaction of the Department.

#### 1.9 Repair Time Limits

1. Damage which affects the business operation or building services, i.e. fire hydrants, light standards, car plug standards, valve boxes, security perimeter fencing, etc. must be repaired immediately.
2. Damage to curbs, etc. must be repaired in the spring/summer before the month of July.
3. Repairs to damaged lawn and grounds must be completed as early in spring as conditions permit.

#### 1.10 Minimum Equipment Requirements

1. Front end loader – 45 horsepower, 2.3 cubic metres bucket minimum, with operator.
2. Dump truck – minimum capacity of 6.0 cubic metres, with operator.

#### 1.11 Equipment

1. The contractor must supply all material and equipment to perform this work efficiently and without delay.
2. All equipment used to perform the work must be in good repair and provide safe operation. Any equipment that becomes unsafe or defective during the course of operation must be removed from the site. The contractor must supply suitable replacement equipment until satisfactory repairs are made.
3. All heavy equipment must be adequately equipped with flashing beacon, front and rear lights.
4. All equipment must be licensed by the authority having jurisdiction of the service for which it is used. Licenses must be available for review upon request.
5. Equipment must not be left running unattended.
6. Equipment with a fuel capacity exceeding ten (10) litres shall not be refilled on site.
7. Rubber tire power equipment only must be used for snow clearing operations on areas of work.
8. The contractor must not store equipment on the sites

#### 1.12 Equipment Operators

1. All equipment operators must be qualified and experienced with equipment being operated and licensed by the authority having jurisdiction.

#### 1.13 Safety

1. Strictly adhere to all Federal, Provincial and Municipal regulations and codes concerning the equipment, work habits and procedures.
2. Adhere to speed limits posted within the facility parking area.

#### 1.14 Accidents

1. The contractor and their employees are not employees of the Crown and, therefore, must not come within the provisions of the Government Employees Compensation Act and must not be eligible for any of the benefits provided by the Crown under this Act in case of accidents during the performance of the maintenance service.
2. In the event of an injury occurring to a contractor's employee, the contractor must provide copies of their internal Occupational Safety and Health (OSH) Report to the Project Authority. The Crown shall take remedial action as required to provide a safe worksite.
3. All accidents in which property damage occurs must be immediately reported to the Project Authority

#### 1.15 Security

1. The contractor and their employees, regardless of hours of work, must sign IN and sign OUT and enter the times of arrival and departure in registers provided at the security control desk. The register must be regarded as evidence of hours of work. Failure to sign OUT shall render the entry invalid.
2. Employees of the contractor must be subject to questioning and search of tools and supplies in relation to security matters by Departmental Representative and designated security staff.

#### 1.16 Standards

1. The contractor must comply with all legislative and regulatory provisions whether Federal, Provincial or Municipal applicable to the performance of the work. The work must be executed to meet or exceed the requirements of:
  - i. Applicable Federal, Provincial and Municipal statutes, codes, regulations and acts;
  - ii. Canada Labour Code;
  - iii. Equipment or system manufacturer's specifications, recommendations, instruction manuals and/or leaflets.
2. In the event of a conflict between any of the codes, regulations, acts or standards outlined herein, the most stringent shall apply.
3. All of the above codes and standards in effect at the time of award are subject to revision. The latest editions of each must be enforced during the term of the Contract.

#### 1.17 Departmental Representative(s)

1. The following personnel are authorized contacts during normal working hours:

To Be Determined

2. After normal working hours, authorized contacts will be available through a phone number that will be supplied to the Contractor.

#### 2 General Requirements

#### 2.3 Site Safety

1. Strictly adhere to Federal, Provincial and Municipal regulations and codes concerning the equipment, work habits and procedures.

#### 2.4 Meetings

Attend all meetings at site when notified by the Departmental Representative.

#### 2.6 Publicity

1. Do not list, publicize or use for business promotion purposes, the address of the work of this Contract, the name of the facility, Agency or the Government of Canada. Listing the Public Health Agency of Canada as a reference is not permitted.

#### 2.7 Facility Access

1. Only those employees whose names appear on the contractor’s security cleared list must be allowed access to the site under this Contract.
2. The contractor and their employees must register with CSCHAH/Security on-site when entering and leaving the facility to obtain and return facility access pass. Valid photo identification must be provided to Security when registering into the building.

#### 2.10 No Smoking

Respect the Government of Canada no smoking policy on these premises.

#### 2.11 Personal or Business-Related Portable Electronic Devices

All personnel/visitors are prohibited from using personal or business related portable electronic devices to take photos/video of personnel or government assets. This applies to all areas of the facility.

#### 2.12 Parking

1. Parking shall be available for the contractor and their employees/representatives. Only vehicles with proper signage, operated by a contractor who is on-site for facility related business, must be given parking. Contractors must park their vehicles on the gravel lot located at the North East corner of the parking lot. (If no spaces are left on the gravel lot, the vehicle owner will be required to find alternative parking offsite of the CSCHAH parking lot.) Contractors must register their vehicle at the security reception desk. Failure to do so shall result in the vehicle being towed.
2. Each vehicle must be parked front end in first. Backing into the parking spot is prohibited in order to protect the electrical posts.
3. There must be no parking in the fire lane, which is clearly marked with “No Parking” signs. Any vehicles parked in the fire lane must be subject to being towed at the owner’s expense.
4. There must be no overnight parking or storage of a vehicle allowed.
5. Only block heaters are allowed to be plugged into the electrical outlets.
6. CSCHAH does not take any responsibility for vehicles parked on the lot. Parking on the lot is at the owner’s risk.
7. Unauthorized vehicles must be subject to tow at the owner’s expense.
8. There is no parking available on site at the JCWIDRC at 745 Logan. Contractors must be responsible for finding parking in the surrounding area.

ANNEX "B" – SECURITY REQUIREMENTS

THERE IS NO SECURITY REQUIREMENT