

## **ANNEX A**

### **STATEMENT OF WORK**

#### **1.0 Scope of Work**

##### **1.1 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 and 820 Elgin Avenue, and JC Wilt Infectious Diseases Research Centre (JCWIDRC) at 754, Logan Avenue, Winnipeg, Manitoba.

##### **1.2 Background**

As Canada's leading public health infectious disease laboratory, the National Microbiology Laboratory (NML) and the National Centre for Foreign Animal Diseases are responsible for the identification, control and prevention of infectious human and animal diseases. The NML is located the Canadian Science Centre for Human and Animal Health, one of the first facilities in the world to have high containment laboratories for human and animal health in one facility. It is recognized as a leading facility in an elite group of 15 centres around the world, equipped with laboratories ranging from biosafety level 2 to level 4 designed to accommodate the most basic to the most deadly infectious organisms.

The NML's activities include reference microbiology, support to epidemiology programs, surveillance, emergency response, applied and discovery research, and management of intellectual assets to improve public health in Canada and internationally.

##### **1.3 General**

The Scope of Work detailed herein includes, but shall not be limited to, the provision, by the Offeror, of all labour, supervision, material and equipment necessary to complete the work and provide the services as detailed herein.

##### **1.4 Service to be Provided – Type of Service**

1. Unless otherwise specified, all instructions herein specify the duties and obligations of the Offeror.
2. It is the intent of this Standing Offer to provide skilled and licensed technicians as requested by Public Health Agency of Canada (PHAC) in the form of service calls for air and water balancing services.
3. A copy of each Air Balancing Technicians current licence/certification is to be provided to the Departmental Representative upon request.

4. A work order number will be provided by the Departmental Representative for each request for service.
5. Provide services on an "as and when requested" basis only, where the Departmental Representative is the sole authority for issuance of such a request.
6. Respond to "routine" request for services within one (1) working day of being notified by the Departmental Representative.
7. Respond to an "Emergency or Urgent" request from the Departmental Representative within two (2) hours of being notified during normal business hours and within four (4) hours of being notified outside normal business hours.
8. Where the request for service occurs after normal business hours and on weekends, contact the Departmental Representative, detailed herein, on the first working day following that request to obtain a work order.
9. The Offeror must have a staffed office at all times during normal business hours and a demonstrated ability to receive and respond to emergency calls outside normal business hours.
10. When emergency service is requested by the Departmental Representative, proceed to the site and repair or protect the system and/or equipment from further damage. When the system has been made safe or repaired, provide within one (1) working day, a detailed estimate to complete repairs and put the equipment in proper working order.
11. When requested by the Departmental Representative, the Offeror will submit a written plan of operation for approval. This will be done to ensure the Departmental Representative that all work is being carried out in a safe manner and will not damage property or equipment, or impact on critical laboratory programs.
12. All required licenses and certificates must be kept current throughout the entire term of this Standing Offer Agreement.
13. Provide telephone numbers for regular service calls and the contact names and telephone/cell numbers for emergency contact. Offeror is 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.
14. Advise the Departmental Representative on site of product defect or damage the Offeror may come across or cause in the performance of the work.

#### 1.5 Activities Required/Tasks/Deliverables

1. The offeror's Air and Water Balance Technician shall:
  - a) Carry out and assist in the air and water balancing adjustments and calibration as requested by the Departmental Representative. There may be a requirement for the work to be carried out in CL03 spaces.

- b) Perform visual inspection of fire dampers and exercise mechanically.
- c) Perform other work if required and herein defined as:
  - i) **Preventative Maintenance** - inspecting, testing and reconditioning a system or component at regular intervals according to specific instructions, intended to prevent failures.
  - ii) **Breakdown Maintenance** - repairs to damaged equipment due to failures.
  - iii) **Predictive Maintenance** - declared in advance, on the basis of observation, experience or scientific reasons.
  - iv) **Development Maintenance** - the act of developing new maintenance methods and procedures.
- d) Provide the following measurements as required by referenced standards whenever requested by Departmental Representative, including but not limited to:
  - i) Air velocity;
  - ii) Flow volume;
  - iii) Fan total pressure;
  - iv) Fluid flow rate;
  - v) Discharge and suction pressures;
  - vi) Duct leakage;
  - vii) Sound levels;
  - viii) Visual inspection/test fire dampers;
  - ix) Certify fume hood cabinets in accordance with Treasury Board guidelines or as specified by the Safety and Environmental Services Office;
  - x) Static pressure;
  - xi) Velocity pressure;
  - xii) Wet bulb, and dry bulb temperature;
  - xiii) Cross sectional area;
  - xiv) RPM; and
  - xv) Voltage and current draw (to be taken by Departmental Representative).

All air flow in Biosafety Containment laboratories will be governed by Health Canada's MRC Guidelines.
- e) Note and record the location of equipment measures including inlet and outlet of each fan, coil, filter, damper and other auxiliary equipment.
- f) Read blueprints and specification documents to determine size, extent of project and requirements, compliance with codes and safety regulations.

- g) Assemble, erect or install material and personnel handling devices, scaffolds, ropes, slings and hoists.
- h) Produce all certificates and permits upon request of the Departmental Representative.
- i) Instruct the Departmental Representative and Program Operation Staff on site of any new operating procedures when installing or modifying new or existing equipment.

## 1.6 Standards

The Offeror shall comply with all legislative and regulatory provisions whether federal, provincial or municipal applicable to the performance of the work. The work is to be executed to meet or exceed the requirements of:

1. Applicable Federal, Provincial and Municipal statutes, codes, regulations and acts;
  2. Workplace Hazardous Materials Information System (WHMIS);
  3. National Fire Protection Association Standards (NFPA);
  4. National Building Code of Canada 1995;
  5. Canada Labour Code;
  6. Fire Commission of Canada #301 Standard for Building Construction Operations 1981;
  7. Canadian Construction Safety Code, Provincial Government, Worker's Compensation Board and municipal statutes and authorities;
  8. Materials and workmanship must conform to or exceed applicable standards of Associated Air Balance Council (AABC), American Society for Heating Refrigeration and Air-Conditioning Engineers (ASHRAE), Sheet Metal and Air Conditioning National Association (SMACNA), Public Works and Government Services Canada (PWGSC) MC 15030, Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations;
  9. Equipment or system manufacturer's specifications, recommendations, calibration settings, instruction manuals and/or leaflets;
  10. Laboratory Biosafety Guidelines; and
  11. Building specifications.
- a) In the event of a conflict between any of the codes, regulations, acts or standards outlined herein, the most stringent shall apply.
  - b) All of the above codes and standards in effect at the time of award are subject to change/revision. The latest editions of each shall be enforced during the term of the Standing Offer.

## 1.7 Service Definitions –

The following definitions apply to the work to be directed by the Departmental Representative:

1. Add: make an addition to.
2. Adjust: bring components to a more effective relative position.
3. Assemble: take apart and put together again.
4. Clean: obtain access to; scrape, brush, flush and vacuum as required to remove dust, dirt and foreign matter.
5. Check/Inspect: view closely for dirt, foreign substance, lack of lubricant, wear, damage, tightness, tension, alignment, leaks, cracks, spalling, deformation, overloading and settings, make a critical appraisal of equipment, component and parts ability to fulfil their function to high degree of efficiency.
6. Lubricate: apply appropriate lubricant to joints between moving parts and joints between fixed and moving parts.
7. Measure: determine capacity or amount in standard units using an appropriate instrument. Measure condenser and evaporator pressure drop with differential pressure meter or “U” tube manometer. Measure motor overload with instrument approved by overload manufacturer.
8. Remove: take off or away from site.
9. Repair: restore to a sound state.
10. Replace: restore by removing old components and replacing with new components.
11. Report: to Departmental Representative on site and include in work report, results of inspection and proving, note problems encountered, services required, services performed and readings taken.
12. Shut-down: take out of service.
13. Start-up: return to service.
14. Tighten: securely fix in place.
15. Torque: A predetermined amount of force (work measured in foot pounds) determined by a manufacturer and executed with the use of a torque wrench to turn a nut on a bolt, relating to specific equipment or system.

#### 1.8 Departmental Representative(s)

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

TBD

ALTERNATE:

TBD

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

## **2.0 General Requirements**

### 2.1 Permits, Fees, and Licenses

1. Pay all fees, obtain certificates and permits as required by code and provide the appropriate Authorities Having Jurisdiction with all requested information.
2. Furnish these certificates and permits for all work to the Departmental Representative.
3. All required licences, certificates, and permits must be kept current throughout the entire term of this Standing Offer.

### 2.2 Existing Services

1. Protect and maintain existing active services.
2. Connect to existing services, with minimum, disturbance to occupants and building operation.
3. Use existing services at no cost.
4. Any equipment required to be shut down to execute service or repair must be done by the Departmental Representative or his/her designate or, at the discretion of PHAC, by the Contractor under the supervision of the Departmental Representative.
5. Normal access hours shall fall within 0700 hours to 1700 hours, Monday through Friday inclusive, excluding holidays. **The building operation is 24 hours a day, 365 days a year.**
6. Inform the Departmental Representative immediately of any code violation or required repairs which could pose a hazard to employees or building occupants.

### 2.3 Cleaning and Waste

1. Maintain work area free of accumulated waste and rubbish.
2. Remove and dispose of debris, used and obsolete material on a daily basis.
3. Remove grease, dust, dirt, stains, finger-prints and other foreign materials, from sight-exposed interior and exterior finished surfaces affected by Standing Offer work.

### 2.4 Cutting, Fitting and Patching

1. Cut, fit and patch where required for work under this contract. Make good all disturbed surfaces to original condition.
2. All concrete slabs and walls are to be cored drilled. Before drilling they have to be x-rayed and approved before coring.

## 2.5 Co-ordination and Protection

1. Execute work with minimum disturbance to occupants, public, and normal use of building. Make arrangements with the Departmental Representative to facilitate execution of work. Maintain access and exits as work area could be occupied during execution of work. The Offeror must be prepared to work with laboratory staff to carry out verifications.
2. Movement of office furniture is the Offeror's responsibility. Laboratory equipment and furniture will require prior approval from the Departmental Representative prior to moving.
3. Furniture including desks, file cabinets, shelving units, chairs, and cabinets, which are moved because of the work requirements, will be moved back at the end of each workday unless otherwise specified.
4. Protect existing work from damage.
5. Obtain Departmental Representative's approval before cutting, boring or sleeving load bearing members. If engineering services are required to provide design and inspection of site, the Offeror will be responsible to obtain the service.
6. All possible safety precautions are to be taken to ensure the protection of employees or occupants during the course of the work.
7. Maintain an as-built drawing showing the exact locations of any changes made to the building, systems and equipment as per Section 2.12.
8. Ensure Hot Works procedures are adhered to at all times.

## 2.6 Personnel

1. The Offeror must have the ability to provide a minimum of two (2), security screened, Air Balance Technicians, certified through the Canadian Associated Air Balance Council, at all times throughout the duration of the Standing Offer.
2. The Departmental Representative may at any time during this Standing Offer request to inspect a workman's certification.
3. All Offeror's staff shall be trained and certified in the following: Confined Space access, and Fall Protection. Training shall be provided at the Contractor's expense. On-site personnel will be required to produce valid certifications upon request.

## 2.7 Workmanship

1. All work must match or exceed the quality of fit and finish of the original or existing work. All workmanship is subject to inspection and approval.
2. Use only skilled and certified Air Balance Technicians with a minimum of two (2) years working in the trade with demonstrable proficiency in the tasks outlined herein.
3. All equipment panels and control covers must be replaced and properly fitted utilizing all fastening screws and/or bolts according to equipment design. All workmanship is subject to inspection and approval.
4. **Accuracy:**
  - a) Perform CL02 and office areas air and water balancing to within +/- 10% at fans and 5% at diffusers.
  - b) Perform CL03 and CL04 air and water balancing to within +/- 5% at the fans and 2% at diffusers.
5. Replace all work unsatisfactory to the Departmental Representative without extra cost.

## 2.8 Site Safety

1. Comply with the Canadian Code for the Provincial Construction Safety Act and the requirements of the Fire Commissioner of Canada relating to the safety of persons on the work site or the protection of the property against loss or damage from any cause including fire.
2. All amperage readings will be taken by Departmental Representative or Department supplied electrical contractor. No electrical panels are to be opened unless an electrician is present.
3. All persons, including Contractor, sub-trades, suppliers, delivery services, etc. must wear Grade 1 or 2, CSA approved Safety Footwear and other safety equipment necessary when working in or moving through the related buildings. On occasion PHAC may have requirements above minimum requirements.
4. Offeror is to comply with Laboratory Bio-Safety Procedures and protocol which will be reviewed during the one day orientation at the start of the Standing Offer.

2.9 Site Security

1. Site security is the responsibility of the Offeror who shall erect temporary site or dust enclosures to prevent dust or other contaminants escaping into other areas; barricades or fencing to prevent unauthorized entry.
2. For all work carried out after normal building operational hours, the Manager, Security Operations, in consultation with the Departmental Representative, will determine acceptable building security.

2.10 Meetings

Attend meetings at site when notified by the Departmental Representative.

2.11 Drawings and Maintenance Manuals

1. Maintenance manuals, specifications and plans are available for viewing from the Departmental Representatives listed herein.
2. Additions, relocation or removal of equipment is to be recorded, dated and initialled by the Offeror or the Departmental Representative on the "as built" prints where applicable.
3. As-built drawings are to be marked up accordingly to indicate any deviations to the originals.

2.12 Fastening Devices – Explosive Actuated

Powder activated devices using explosive shells shall not be permitted.

2.13 Energy Conservation

Conserve energy and non-renewable natural resources with due regard for property protection, safety of workmen and employees and overriding by-laws and regulations.

2.14 Publicity

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.

2.15 Facility Access

1. Only those employees whose names appear on the Offeror's approved list will be allowed access to the site under this Standing Offer.

2. The Offeror and his/her 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.
3. All keys and/or proximity cards entrusted to the Offeror and his/her employees for the fulfilment of this Standing Offer must be returned to the security desk before departure from the building at the end of each working day. All lost keys or cards must be immediately reported to the security desk or the Departmental Representative.
4. Employees of the Offeror shall be subject to questioning and search of tools and supplies in relation to security matters by Departmental Representative and/or designated security staff.

#### 2.16 Security Requirements

It is a condition of this standing offer that the Offeror's employees who will be working on site must be cleared to SECRET.

#### 2.17 Building Policies

1. All approved employees of the Offeror will attend a CSCHAH Contractor orientation on building policies, the session is paid for by CSCHAH. Subsequent orientation sessions will be available for new employees of the Offeror.
2. The Offeror and his/her employees shall follow building policies and regulations including fire evacuation procedures, safety procedures, laboratory and hot works protocols, security requirements, and any directive issued from time to time by the Departmental Representative.
3. The CSCHAH is a LATEX-GLOVE FREE facility. No latex gloves are permitted in the facility.
4. CSCHAH will supply tools and Personal Protective Equipment ("PPE") inside of the containment level 3, 3+ and 4 areas of the laboratory. These tools are the property of CSCHAH and will not be allowed to leave these areas. The Offeror shall contact the Departmental Representative if sufficient and/or specialty tool(s) are not available within the containment area.

Provision of tools and PPE by CSCHAH for work performed in containment areas is in accordance with building policies and applicable regulatory directives. Accordingly, no employee-employer relationship is to be implied or construed by this provision.

5. All personnel representing the Offeror which may have access to the CSCHAH facility, documentation and/or information that is confidential or proprietary to Canada must sign a Non-Disclosure and Confidentiality

Agreement (attached hereto as Appendix “B”) prior to being given access to the facility, such documentation and/or information.

2.18 No Smoking

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

2.19 Immunization and Health Certificate of Contractor’s

1. Immunization and health assessment may be required depending on work location in the building and level of risk. Risk assessment will be completed prior to any work of this nature being undertaken and the Offeror will be advised of any requirements. If required, the Offeror is responsible for providing the required immunization and health assessment to their employees. As a minimum, the following shall apply:
  - i. Basic requirements for entry into CL02\_- Current TD (tetanus) booster ie within the past 10 years Hepatitis B;
  - ii. For CL03 Entry – based on a “case by case” risk assessment, the following activities will be performed on site as required: Entrance Serum storage, Exit Serum Storage and health history (Cat II medical with Occupational Health Nurse or Cat III medical with physician if deemed necessary); and
  - iii. CL03 TB Lab only - Mantoux TB skin test.
2. Proof of testing and/or immunization must be provided to the Departmental Representative upon request.

2.20 Personal Entertainment Devices

The use of AM/FM radios and other similar devices (boom boxes included) will not be allowed in mechanical spaces, corridors and related areas. All personnel shall refrain from wearing/listening to any personal entertainment device, or any other device that might limit hearing and vision in all laboratory and mechanical spaces. This includes, but is not limited to iPods, MP3 players, diskmans and walkmans.

2.21 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.

## 2.22 Parking

1. Parking may be made available for Contractors holding contracts and standing offer agreements with the CSCHAH. Vehicles identified as a contractor vehicle (bearing company name/logo permanently affixed to the vehicle) will be required to park in the facility parking lot. Contractor vehicles will be required to park on the gravel lot located at the North East corner of the parking lot. If no space is left on the gravel lot, the vehicle owner will be required to find alternative parking offsite of the CSCHAH parking lot.
2. All personal vehicles must find parking off site.
3. There will be no parking in the fire lane, which is clearly marked with “No Parking” signs. Any vehicles parked in the fire lane will be subject to being towed at the owner’s expense.
4. There will be no overnight parking or storage of a vehicle permitted.
5. CSCHAH does accept take any responsibility for vehicles parked on the lot. Parking on the lot is at the owner’s risk.
6. Unauthorized vehicles will be subject to tow at the owner’s expense.

## 3.0 Materials

### A. Materials

1. Leave packing or delivery slips for materials or replacement parts, at the time of delivery, with the person or persons appointed by the Departmental Representative. All materials delivered to the Facility must be delivered to CSCHAH shipping and receiving.
2. Material costs in excess of \$500.00 must be approved for use by the Departmental Representative prior to installation.
3. Where the Offeror supplies equipment purchased from a supplier or manufacturer, obtain from the supplier or manufacturer, a warranty for the manufacturer’s normal warranty period and such warranty shall be made out to Her Majesty the Queen in Right of Canada and included in the O&M Manuals for the Departmental Representative.
4. Deliver, store and maintain materials with manufacturer’s seals and labels intact.
5. Store materials in accordance with manufacturer’s and supplier’s instructions.
6. Do not store materials on site without Departmental Representative’s approval.
7. PHAC accepts no responsibility for materials or equipment stored on site.

8. When an equipment inventory numbering system exists, identify to the appropriate PHAC contact, all pertinent data relative to the new piece of equipment upon installation.

**B. Products**

1. Use material and replacement parts that match existing building standard and code requirements. Alternative materials must have prior approval of the Departmental Representative. Any changes are to be approved by Departmental Representative.
2. Use products of same type as existing, including classification, unless otherwise approved by Departmental Representative. For new products approved, use products from one manufacturer only.
3. Use new materials that conform to, or exceed the minimum applicable standards of the Canadian Government Standards Board, The Canadian Standards Association and/or the National Building Code of Canada.
4. Where there is no alternative to supplying equipment which is not CSA certified, obtain special approval from Provincial Department of Labour.
5. The Offeror shall ensure that all materials used in the workplace are classified and labelled according to the Workplace Hazardous Materials Information Systems (WHMIS).
6. The Offeror shall provide copies of the Material Safety Data Sheets (MSDS) for products used on the premises to the Departmental Representative.

**4.0 Execution**

1. Use installation procedures and methods of product modification and reconstruction that match the existing facility specification, product specification and to the satisfaction of the Departmental Representative or designate.
2. Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
3. Where applicable maintain an as-built drawing showing the exact location of any changes made to the building, systems and equipment using the latest version of AutoCad software. Electronic and hard copy of the as built drawings must be provided to the Departmental Representative.

**APPENDIX "A"**

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

**BETWEEN:** Her Majesty the Queen in right of Canada (referred to as "Her Majesty") represented by the Minister of Health through the Public Health Agency of Canada (referred to in the Standing Offer as the "Minister")

**AND:** \_\_\_\_\_ (Offeror's Name - "Offeror")

**1. DEFINITION OF CONFIDENTIAL INFORMATION**

- .1 Public Health Agency of Canada (PHAC) proposes to disclose to the Offeror certain of its confidential and proprietary information ("Confidential Information"), which includes, without limitation, all data, blueprints, drawings, material, products, technology, intellectual property, computer programs, specifications manuals, business plans, and other information submitted or disclosed by or on behalf of PHAC orally, in writing, or by any other media, together with any analysis, compilations, forecasts, studies, notes, or other documents and material prepared or produced by the Offeror or his/her employees, agents, subcontractors, representatives, advisors or consultants ("Permitted Representatives") which contains or otherwise reflects Confidential Information.
- .2 Confidential Information does not include information that:
  - (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Offeror;
  - (b) the Offeror can demonstrate to have had rightfully in its possession prior to the disclosure by PHAC to the Offeror;
  - (c) is independently developed by the Offeror without using any Confidential Information; or
  - (d) the Offeror rightfully obtains from a third party who has the right to transfer or disclose it.

**2. OFFEROR'S OBLIGATIONS**

- .1 The Offeror agrees that the documentation and/or information available as part of the bid solicitation package or obtained during the mandatory site visit (as applicable) by an Offeror in order for an Offeror to submit a bid to the Minister in response to Solicitation No. \_\_\_\_\_ may contain

information that is confidential or proprietary to Canada or to third parties, and that such information is not to be disclosed or used in any way other than as set out below.

- .2 In consideration of the Minister disclosing the documentation and/or information to the Offeror, the Offeror agrees that:
  - (a) the Offeror shall not, without the prior written permission of the Minister, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the documentation and/or information;
  - (b) the Offeror shall not make copies of the documentation and/or information nor make use of the documentation or any information therein for any purpose other than for the preparation of a bid in response to Solicitation No. \_\_\_\_\_;
- .3 The Offeror shall require any proposed subcontractor referred to in (a) above to execute a confidentiality agreement on the same terms and conditions as those contained herein.
- .4 The Offeror acknowledges and agrees that it shall be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada or the Minister caused by the failure of the Offeror, or by anyone to whom the Offeror discloses the documentation or any information therein, to comply with these terms and conditions.
- .5 Nothing in this Confidentiality Agreement shall be construed as limiting the Offeror's right to disclose any information to the extent that such information:
  - (a) is or becomes in the public domain through no fault of the Offeror or any proposed subcontractor;
  - (b) is or becomes known to the Offeror from a source other than Canada, except any source that is known to the Offeror to be under an obligation to Canada not to disclose the information;
  - (c) is independently developed by the Offeror; or
  - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.
- .6 The Offeror shall be required to obtain at a minimum, a SECRET Security Clearance, and shall at PHAC's request, provide written proof of such Security Clearance.

- .7 The Confidential Information is to be used by the Offeror for the sole purpose of completing the Project. The Offeror shall not use the Confidential Information otherwise for its own or any third party benefit without the prior written approval of PHAC.
- .8 The Offeror shall not disclose, publish, or disseminate the Confidential Information or any portion thereof to any of its Permitted Representatives or other persons without the written permission of PHAC, and then only for the purpose agreed to by PHAC.
- .9 The Offeror shall take all reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of the Confidential Information, which includes maintaining in a secure place all Confidential Information and copies thereof, and taking reasonable steps to ensure that no one other than the Permitted Representatives shall have access thereto.
- .10 If the Offeror or one of its Permitted Representatives is required at any time to disclose any portion of the Confidential Information, the Offeror shall provide PHAC with prompt written notice of such requirement so that the Minister may either seek an appropriate remedy or alternatively to waive the Offeror's or Permitted Representative's compliance with the provisions of this Agreement.
- .11 The Offeror shall deliver to PHAC all Confidential Information, together with every copy, record, draft, working paper, and note thereof containing such Confidential Information, upon the completion or termination of the Project, or at such earlier time as PHAC requires.

### **3. OWNERSHIP OF CONFIDENTIAL INFORMATION**

All Confidential Information remains the property of PHAC. Further, any information conceived, developed, or produced by the Offeror as part of completing the Project, where there is copyright or any other intellectual property rights in such information, vests in Her Majesty.

### **4. REPRESENTATIVES, WARRANTIES, LICENSES, ASSIGNMENTS**

- .1 The Confidential Information is provided to the Offeror without liability on the part of the Minister, the Crown or any of its agents, employees, representatives or advisors ("Interested Parties"), and no representation or warranties, either expressly or impliedly, as to the adequacy and sufficiency of the Confidential Information is made by any of the Interested Parties.

- .2 The Offeror may not assign this Agreement or any interest herein without PHAC's written consent.
  
- .3 Nothing contained in this Agreement shall grant to or create in the Offeror, expressly or impliedly, any right, title, interest, or license in or to the Confidential Information.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be duly executed on \_\_\_\_\_ day, the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Signed on behalf of the Offeror (name  
of the party requesting access to the  
Confidential Information)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signed on behalf of Her Majesty the Queen  
in Right of Canada as represented by the  
Minister of Health

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_