



Government of Canada / Gouvernement du Canada

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

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine National Research Council		2. Branch or Directorate / Direction générale ou Direction ASPM/SAGI
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Exterior Grounds Maintenance Montreal Road & Sussex Drive Campuses		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED Information or assets? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED Information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO COSMIC TOP SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>
	NATO COSMIC TRÈS SECRET <input type="checkbox"/>	



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC							
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET		
											A	B	C					
Information / Assets / Renseignements / Biens / Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Don Seabrook	Title - Titre Construction Project Manager	Signature <i>Don Seabrook</i>
Telephone No. - N° de téléphone 613-991-9874	Facsimile No. - N° de télécopieur 613-957-9828	E-mail address - Adresse courriel Don.Seabrook@nrc.gc.ca-cnrc.gc.ca
		Date 2017-01-12

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Richard Bramucci	Title - Titre Analyst, Security in Contracting Analyste, Sécurité des contrats	Signature <i>Richard Bramucci</i>
Telephone No. - N° de téléphone (613) 991-1093	Facsimile No. - N° de télécopieur (613) 990-0946	E-mail address - Adresse courriel BRAMUCCIR@NRC.CA
		Date JAN 12 2017

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non Yes / Oui

18. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Melody Ellis	Title - Titre Senior Procurement Officer	Signature <i>Melody Ellis</i>
Telephone No. - N° de téléphone 613-993-4461	Facsimile No. - N° de télécopieur 613-998-5701	E-mail address - Adresse courriel melody.ellis@nrc-cnrc.gc.ca
		Date Jan. 26/17

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date



ID	2035
Title	General Conditions - Services
Date	2011-05-16
Status	Active

- 01 Interpretation
- 02 Powers of Canada
- 03 Status of the Contractor
- 04 Conduct of the Work
- 05 Subcontracts
- 06 Specifications
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- 08 Time of the Essence
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- 12 Taxes
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- 19 Copyright
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- 24 Intellectual Property Infringement and Royalties
- 25 Amendment and Waivers
- 26 Assignment
- 27 Suspension of the Work
- 28 Default by the Contractor
- 29 Termination for Convenience
- 30 Accounts and Audit
- 31 Right of Set-off
- 32 Notice
- 33 Conflict of Interest and Values and Ethics Codes for the Public Service
- 34 No Bribe or Conflict
- 35 Survival
- 36 Severability
- 37 Successors and Assigns
- 38 Contingency Fees
- 39 International Sanctions
- 40 Harassment in the Workplace
- 41 Entire Agreement



2035 01 (2008-05-12) Interpretation

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the National Research Council of Canada and any other person duly authorized to act on behalf of the National Research Council Canada.

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

2035 02 (2008-05-12) Powers of Canada

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

2035 03 (2008-05-12) Status of the Contractor

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.



2035 04 (2008-05-12) Conduct of the Work

1. The Contractor represents and warrants that:
 - (a) it is competent to perform the Work;
 - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
 - (a) perform the Work diligently and efficiently;
 - (b) except for Government Property, supply everything necessary to perform the Work;
 - (c) 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;
 - (d) select and employ a sufficient number of qualified people;
 - (e) 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;
 - (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 27, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.



8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

2035 05 (2010-01-11) Subcontracts

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
 - (a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - (b) subcontract any portion of the Work as is customary in the carrying out of similar contracts; and;
 - (c) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

2035 06 (2008-05-12) Specifications

1. Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract belong to Canada and must be used by the Contractor only for the purpose of performing the Work.
2. If the Contract provides that Specifications furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

2035 07 (2008-05-12) Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The



replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

2035 08 (2008-05-12) Time of the Essence

It is essential that the Work be performed within or at the time stated in the Contract.

2035 09 (2008-05-12) Excusable Delay

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that
 - (a) is beyond the reasonable control of the Contractor,
 - (b) could not reasonably have been foreseen,
 - (c) could not reasonably have been prevented by means reasonably available to the Contractor, and
 - (d) 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.

2. 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.
3. 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 Canada the portion of any advance payment that is unliquidated at the date of the termination.



4. 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.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
 - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - (b) the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

2035 10 (2008-05-12) Inspection and Acceptance of the Work

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do 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.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three (3) years after the end of the Contract.

2035 11 (2008-05-12) Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - (a) the date, the name and address of the client, item or reference numbers, deliverable and/or description of the Work, contract number, GST/HST number;



- (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2035 12 (2010-08-16) Taxes

1. Municipal Taxes

Municipal Taxes do not apply.

2. Provincial Taxes

- (a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
 - (i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:
Prince Edward Island OP-10000-250
Manitoba 390-516-0
 - (ii) for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- (d) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.



3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor 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 on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. Tax Withholding of 15 Percent

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 a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2035 13 (2010-01-11) Transportation Costs

If transportation costs are payable by Canada 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.

2035 14 (2010-01-11) Transportation Carriers' Liability

The federal government'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 federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

2035 15 (2008-05-12) Payment Period

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the



Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

2035 16 (2008-12-12) Interest on Overdue Accounts

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"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;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

2035 17 (2008-05-12) Compliance with Applicable Laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

2035 18 (2008-05-12) Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the



Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

2035 19 (2008-05-12) Copyright

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

2035 20 (2008-05-12) Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under section 20. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

2035 21 (2008-05-12) Confidentiality

1. The Contractor must 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 when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this



information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.

3. Subject to the *Access to Information Act*, R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
4. The obligations of the Parties set out in this section do not apply to any information if the information:
 - (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - (c) is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under National Research Council Canada (NRC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are 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. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada 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.
8. The Contractor consents in the case of a contract that has a value in excess of \$10,000.00 to the public disclosure of information – other than information described in any of paragraphs 20(1)a) to (d) of the *Access to Information Act* – relating to the contract.

2035 22 (2008-05-12) Government Property

1. All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.



2. 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.
3. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.
4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

2035 23 (2008-05-12) Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

2035 24 (2008-05-12) Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or



- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement. Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

2035 25 (2008-05-12) Amendment and Waivers

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

2035 26 (2008-05-12) Assignment



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.
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.

2035 27 (2008-05-12) Suspension of the Work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to one hundred eighty (180) days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 28 or section 29.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

2035 28 (2008-05-12) Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If 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 dissolution, liquidation or winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the



Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
 - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - (b) the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 29.

2035 29 (2008-05-12) Termination for Convenience

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.
2. If a termination notice is given pursuant to subsection 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 Price, 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.
- 3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- 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 Price. 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.

2035 30 (2008-05-12) Accounts and Audit

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

2035 31 (2008-05-12) Right of Set-off

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



2035 32 (2008-05-12) Notice

Any notice under the Contract must be in writing and may be delivered by and, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Contracting Authority.

2035 33 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service

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.

2035 34 (2008-05-12) No Bribe or Conflict

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.
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.
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.
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.

2035 35 (2008-05-12) Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

2035 36 (2008-05-12) Severability



If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

2035 37 (2008-05-12) Successors and Assigns

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

2035 38 (2008-12-12) Contingency Fees

The Contractor certifies that it has not directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

2035 39 (2010-01-11) International Sanctions

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.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
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 29.

2035 40 (2008-05-12) Harassment in the Workplace

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 Web site.
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.

2035 41 (2008-05-12) Entire Agreement



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.

**STANDARD INSTRUCTIONS AND CONDITIONS:
(APPLICABLE TO BID SOLICITATION)**

1. Submission of Bids

1.1 It is the Bidder's responsibility to:

- (a) return a signed original of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the Bid Receiving address specified;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Timely and correct delivery of bids to the specified bid delivery address is the sole responsibility of the Bidder. The National Research Council Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

- 1.2 Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.
- 1.3 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.
- 1.4 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by NRC in such bid solicitation.
- 1.5 While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.
- 1.6 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- 1.7 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

1.8 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

2. Late Bids

2.1 It is NRC policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

3. Delayed Bids

3.1 A bid delivered to the specified Bid Receiving area after the closing date and time but before the contract award date may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). The only pieces of evidence relating to a delay in the CPC system that are acceptable to NRC are:

- (a) CPC cancellation date stamp;
- (b) a CPC Priority Courier Bill of Lading; and
- (c) a CPC Xpresspost Label,

that clearly indicate that the bid was mailed prior to the bid closing date.

Example: If the bid closing date was May 15, 1995, then the CPC cancellation date stamp should read no later than May 14, 1995, to be accepted.

3.2 Please request the postal employee to date-stamp your envelope.

3.3 For bids transmitted by facsimile or commercial telegram, only the date and the time of receipt recorded by NRC at the Bid Receiving number stated in the bid solicitation will be accepted as evidence of a delayed bid.

3.4 Misrouting, traffic volume, weather disturbances, or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by NRC.

4. Postage Meters

4.1 Postage meter imprints, whether imprinted by the Supplier, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing. It should be noted that CPC does not normally apply a cancellation date stamp to metered mail; this is usually done only when postage stamps are used.

5. Responses Transmitted by Facsimile or Commercial Telegram

5.1 If you are in doubt that your bid will be delivered on time at the specific location designated for the receipt of the bid, you may use a facsimile or a commercial telegram, unless otherwise instructed in the bid solicitation.

Due to the volume of technical material required for some bids, certain bid solicitations may specify that submissions by facsimile or commercial telegram are not acceptable (e.g. science solicitations).

5.2 Unless otherwise instructed in the bid solicitation, the only acceptable number for responses to bid solicitations issued by NRC headquarters sectors is facsimile number (613) 991-3297.

5.3 If the bidder chooses to submit a facsimile or commercial telegram bid, NRC will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to the following:

- (a) receipt of garbled or incomplete bid;
- (b) availability or condition of the receiving facsimile equipment;
- (c) incompatibility between the sending and receiving equipment;
- (d) delay in transmission or receipt of the bid;
- (e) failure of the Bidder to properly identify the bid;
- (f) illegibility of the bid; or
- (g) security of bid data.

5.4 Bids submitted by facsimile or commercial telegram will constitute your formal bid and must contain:

- (a) the bid reference number;
- (b) the closing date and time;
- (c) sufficient data to allow evaluation, such as unit prices, country of currency in the event that the bid is submitted in a foreign currency, sales tax, duty, technical data (where applicable) and any deviation(s) from the bid solicitation document.

5.5 For responses transmitted by facsimile or commercial telegram, written confirmation is required within two (2) working days after bid closing, unless otherwise specified in this solicitation. All documents confirming bids should bear the word "CONFIRMATION".

5.6 NRC does not undertake to protect the confidentiality of the transmission of any document sent by facsimile. Vendors concerned with the confidentiality of their documents are advised to submit their proposals in sealed envelopes.

6. Customs Clearance

6.1 It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the scheduled bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted under the Late Bids Policy.

For further information, please contact the Contracting Authority identified in the bid solicitation.



File number: XXX-0000

THIS IS AN AGREEMENT made under the laws of the Province of XXX and the laws of Canada in force there

BETWEEN: NATIONAL RESEARCH COUNCIL OF CANADA

whose head office address is:

1200 Montreal Road
Ottawa, Ontario K1A 0R6

(called "NRC")

AND: COMPANY

whose address is:

Company Address
Company Address

(called the "Licensee")

OL-1. PREMISES The Licensee engages in activities that NRC desires to assist or promote in Canada. NRC has Premises which, for the relevant time period, are not required for public purposes and which the Licensee can be permitted to use for its activities, subject to the terms of this Agreement.

OL-2. LOCATION OF PREMISES The Premises are in NRC's XXX01 building located at NRC building street address, City, Province (herein "Building"), and are identified as follows: office x-xxx and laboratory x-xxx, being approximately xxx rentable square metres as outlined in Schedule "A".

OL-3. TERM The Licensee may occupy the Premises for a period of twelve (12) months during the following dates: **1 February 2017 to 31 January 2018.**

OL-4. OCCUPANCY Occupancy is subject to the **GENERAL CONDITIONS FOR OCCUPANCY** (below) and use of the Premises is restricted to the following purposes: research and development.

OL-5. RENTAL OF PREMISES The Licensee must pay NRC, as monthly License Fee (herein "Licence Fee") the applicable amount indicated in Schedule "B", which is due for the respective month or any part thereof, plus applicable taxes. Licence Fee is payable in advance and without notice. The Licensee shall remit to NRC, upon signature of this Agreement, a series of post-dated cheques as stipulated in Schedule "B", payable to NRC on the first day of each respective month of the applicable period.

The Licensee shall remit to NRC, upon signature of this Agreement, a Security Deposit equal to the last month's Licensee Fee in the amount of xxx(000.00) CAD payable to NRC on the first day of the Term of this Agreement. In case of early termination of this Agreement by either party, the Security Deposit will be returned to the Licensee, after having deducted all funds necessary to cover any outstanding License Fees (including applicable taxes) owed by the Licensee to NRC before the date of termination and remediation of any damages to the Premises caused by the Licensee, normal wear and tear notwithstanding.

All Licence Fees shall be adjusted on April 1st of each year of the agreement in accordance with Schedule "B". This Licence to Occupy Premises may be renewed by written notice of the desire to renew from the Licensee at least three (3) months before the expiration of the term. Renewal is subject to NRC approval.

NRC Reserves the right to increase the Licence Fee at anytime due to increased costs upon sixty (60) days notice to the Licensee.

Parking Rates are based on market values and are subject to change upon thirty (30) days notice to the Licensee.

OL-6. RENTAL OF FURNITURE AND EQUIPMENT NRC will not be providing any Furniture or Equipment. If surplus Furniture and Equipment is used it will be returned upon request or at the end of this Agreement in the same condition as when borrowed.

OL-7. TAXES Without implying that tax authorities are bound by this, the Parties consider applicable taxes are:

- a) Sales tax (GST/HST/PST or similar): registration number 121 491 807.

OL-8. TERMINATION In case of early termination (including before occupancy) of this Agreement by the Licensee, the Licensee must reimburse all reasonable disbursements made by NRC in preparation for the occupancy, estimated at: NIL (\$0.00) CAD. Either Party may terminate for convenience this Agreement by giving the other Party thirty (30) days written notice. Termination does not prejudice accrued rights. The Licensee shall leave the Premises in good repair, allowing for reasonable wear and tear. If the Premises become wholly or partly unfit for use, the required notice is two (2) days. If the Licensee fails to perform any obligation under this Agreement, and still has not performed it seven



(7) days after a written demand by NRC, in addition to invoking any other remedy allowed by law, NRC may do either or all of the following:

- a) immediately terminate the licence granted by this Agreement, exclude the Licensee from the Building, and remove any property of the Licensee to public storage at the Licensee's expense; and
- b) at the expense of the Licensee, perform the obligations or remedy the default.

OL-9. INSURANCE The Licensee [if not an agent of the federal Crown] must have, and keep in force, the following insurances:

- a) Comprehensive General Liability up to a limit not less than TWO MILLION DOLLARS (\$2,000,000.00) for each occurrence,
- b) Tenant's Legal Liability or Contractual Liability up to a limit not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each occurrence, and
- c) Multi-Peril Commercial Property Floater which either covers all personal property or specific property designated by NRC in its discretion,

all with the National Research Council of Canada named as an additional insured. The Licensee must provide evidence of the required insurance to the satisfaction of NRC by means of either a letter from the insurance company or a certified copy of the insurance policy prior to execution of this licence to occupy agreement. Insurance policies must not establish a deductible portion that is, in the opinion of NRC, unusual or unreasonable.

OL-10. INDEMNITY The Licensee shall indemnify and save harmless NRC and its employees from all losses and claims of any kind in respect of the Licensee's occupancy of the premises or use of furniture, equipment, chemicals or hazardous materials under the care of the Licensee.

OL-11. FURNITURE AND EQUIPMENT If Furniture or Equipment is provided by this Agreement, the Licensee shall:

- a) not remove the Furniture or Equipment from the Premises, without prior written consent of NRC;
- b) not modify the Furniture or Equipment without prior written consent of NRC;
- c) protect, maintain, clean and repair the Furniture or Equipment as a prudent owner would;
- d) permit NRC, at any reasonable time, to inspect the Furniture or Equipment and view its state of repair; and
- e) not cause or permit the Furniture or Equipment to be made the subject of any claim, lien or encumbrance.

OL-12. RETURN The Licensee shall return all Furniture or Equipment in the same condition as at the date of this Agreement, without alterations, fair wear and tear excepted. The Licensee shall sign separately, on one line here, to select one alternative with respect to the Furniture or Equipment listed on the Equipment Schedule:

- a) there is no Furniture or Equipment, and no Equipment Schedule. _____
- b) the Licensee has examined the Furniture or Equipment and finds it in good and normal condition, allowing for wear and tear appropriate to the age and nature of the Furniture or Equipment. _____
- c) the Licensee and NRC agree that the Furniture or Equipment has some damage or defects, all of which has been summarized on the attached Statement of Condition. _____

OL-13. MAIL The Licensee shall maintain a separate mail address, and shall not use NRC's system for receiving mail originating outside of NRC. NRC accepts no liability for the Licensee's mail that is late, lost, or stolen.

OL-14. TELEPHONE The Licensee shall provide for its own telephone service. The Licensee shall be responsible for the procurement and connection of its telephone service, all at the sole cost to the Licensee.

OL-15. COMPUTER NETWORKING AND INTERNET The Licensee shall provide for its own internet service. The Licensee shall be responsible for the procurement, connection, security and maintenance of his computer system, all at the sole cost of the Licensee.



- OL-16. STORES** NRC may permit the Licensee to purchase from NRC materials that NRC considers to be available. Purchases must comply with the NRC Sales and Loans Regulations. See **Schedule "C"** for Agreement for Stores Account.
- OL-17. CHEMICALS AND HAZARDOUS MATERIALS** All chemical, biological and radioactive agents for use in NRC Facilities are to be controlled through the NRC portfolio hazardous waste liaison officer.
- If available, Licensee to purchase chemicals and hazardous materials through NRC stores.
 - If unavailable through stores, all chemical, biological and radioactive agents must enter via shipping & receiving during normal working hours.
 - Disposal of chemical, biological and radioactive agents is at lessee's expense and must be carried out through the portfolio hazardous waste liaison officer.
 - Storage of solvent, acids, oils, powders and waste to be carried out as per health and safety regulations.

GENERAL CONDITIONS FOR OCCUPANCY

- OL-18. INTERPRETATION OF AGREEMENT** This Agreement supersedes all prior communications, negotiations and agreements concerning the occupancy of the Premises. No amendment or waiver of terms in this Agreement is effective unless it is in writing, signed by both Parties, and explicitly states the intention to affect this Agreement. No forbearance by a Party implies any broader, continuing, or future forbearance. If a court finds part of this Agreement invalid, the remainder is valid in accordance with its most reasonable interpretation. This Agreement does not create a relationship of landlord and tenant, lessor and lessee, master and servant, partnership, agency, or joint venture between the parties.
- OL-19. USE** The Licensee may use, in common with others, the areas of the Building designated by NRC as Common Areas, except certain Common Areas which may be declared off limits for the purpose of this Agreement. NRC has established rules governing the use of the Common Areas, available on inquiry, and the Licensee must comply with these rules. The Licensee may park vehicles according to parking regulations that apply to other occupants of the Building.
- OL-20. MOVING IN** The Licensee may place equipment or materials in the Premises only with written consent of NRC. The Licensee may not bring into the Building any equipment or materials which NRC, in its absolute discretion, considers hazardous, objectionable, or not adequately insured.
- OL-21. NRC PROVIDES** NRC shall maintain the Building to provide the levels of comfort, safety, security and appearance that are customary in a building of this type, except when prevented by circumstances that are reasonably beyond NRC's control. NRC must provide in the Premises as common services heat, electrical power consisting of standard 120 volt 15 amp AC outlets (herein "Basic Power") and lighting according to an existing standard established for the Building. To the extent that connections for them exist in the Premises, NRC must provide domestic hot and cold water, including deionised water, natural gas, and compressed air. In no case is NRC liable for damages on account of an interruption of any of these common services or utilities. The Licensee's use of common services and utilities shall not exceed that portion of the total system capacity that is allotted for the Premises by NRC. Such capacities will be allocated on a prorated square metre basis. Licensee will be responsible for all other types of water and any power not Basic Power.
- OL-22. ACCESS** NRC reserves its right of access to the Premises at all times. NRC may limit access to the Building or the Premises at times outside of normal business hours. The Licensee must provide NRC with a list of persons that the Licensee wishes to have access to the Premises. NRC may issue identification cards and require registration of persons with its security staff to facilitate control of access to the Building and may require persons to display identification badges as a condition of access to the Building with or without restrictions on hours of access. NRC may modify, suspend or terminate the access privileges of any individual at any time. In accordance with the Government Security Policy, NRC must ensure that individuals with access to government assets or facilities undergo a security screening, which could include a fingerprint check and if, following a security screening, an individual is unable to obtain or maintain a level of security clearance that, in the sole opinion of NRC, is adequate, such individual will be denied access to the Premises and information technology resources. The Licensee shall inform NRC of Licensee personnel no longer working for the Licensee or no longer working in the Premises.
- OL-23. CONDUCT** The Licensee shall conduct its activities in and around the Building in a manner that does not interfere with the work of, or enjoyment of the Building by NRC and its employees, contractors, visitors and other licensees and that does not compromise the integrity of NRC's facilities, assets or IT resources. The Licensee shall not ship or receive goods other than by way of facilities for that



purpose. The Licensee shall at all times take reasonable precautions for the security of the Building and of the property of both NRC and all persons using the Building, and shall comply with directives from NRC's managers intended for, including without limitation, the security, and protection of all users of the Building. The Licensee shall be liable for the actions of its personnel including employees, students or other persons working on behalf of the Licensee and shall ensure that its personnel including employees and other persons working on behalf of the Licensee in the Building, are required to comply with the following requirements:

- a) regulations, policies and directives that NRC may adopt from time to time to address access to NRC facilities and activities thereon, and without limiting the generality of the foregoing, regulations, policies and directives addressing:
 - i. protection of confidential information;
 - ii. information management and information technology (IM/IT);
 - iii. harassment and code of conduct in NRC facilities;
 - iv. protection of safety and health of NRC employees, the Licensee's personnel, visitors and others; and
 - v. security and emergency procedures;
- b) any and all security policies that the Government of Canada may promulgate from time to time including:
 - i. any and all security conditions and requirements NRC may request from time to time including, without limitation, undergoing a security screening, which may include a fingerprint check and if, following a security screening, an employee of the Collaborator is unable to obtain or maintain a level of security clearance that, in the sole opinion of NRC, is adequate, such employee of the Collaborator will be denied access to NRC facilities and IT Resources;
 - ii. the requirement to display an identification badge as a condition of access to NRC facilities with or without restrictions on hours of access;
 - iii. restrictions on access to NRC's IT Resources; "NRC's IT Resources" include, but are not limited to, all computers, telecommunications systems, workstations, PCs, laptops, storage, software, peripheral devices, servers, network equipment, transmission equipment, Remote Access Systems, and internal and external communications systems -- such as the Internet, e-mail and Intranet -- e-mail accounts, messages and associated files created, sent, received, or stored on NRC IT resources; and
 - iv. the requirement to follow security procedures at all times and not to do anything that may compromise the integrity of NRC facilities or NRC IT Resources, with NRC reserving the right to modify or terminate the access privileges of the Licensee's personnel at any time.

NRC shall provide the Licensee with access to all applicable regulations, policies and procedures as well as notice of any changes.

OL-24. HEALTH AND SAFETY The Licensee must obey, and require its employees and invitees to obey, regulations pertaining to occupational health and safety, the Fire Code, and any other law or regulation relating to their activities in the Premises. In addition, the Licensee must ensure that its activities do not endanger the health and safety of NRC employees, contractors, visitors and other licensees.

OL-25. DAMAGE The Licensee must not damage or alter the Building, the Premises, or NRC's Equipment or Furniture, and must promptly repair, at its own expense, all damages that are not the fault of NRC. Damages must be reported to NRC, and repair work is subject to the supervision of NRC, including approval of contractors, plans and specifications. NRC may perform repairs that it considers to be the responsibility of the Licensee, if NRC considers that advisable or if the Licensee has failed to perform the repairs within a reasonable time limit demanded in writing by NRC. This paragraph applies to repairs consequent on the termination of occupancy, removal of fixed equipment, damage from move as well as to repairs during the occupancy. For repairs performed by NRC, the Licensee must pay the cost of the repairs plus eighteen percent (18%) as a fee for supervision and contract administration.



- OL-26. ENVIRONMENTAL CONTAMINATION** In the event that the Licensee's activities, methods, operations or materials cause environmental contamination in the Premises or on the grounds at NRC, the Licensee shall report the incident to NRC immediately.

The Licensee agrees to abide by all federal, provincial, municipal and environmental laws, rules and regulations that may apply to the Premises. The Licensee shall be liable for all penalties, fines, and charges resulting from any action, conduct and damages, whatsoever, made by the Licensee including its employees, contractors, students, visitors, or other persons working on behalf of the Licensee, failing to abide to federal, provincial, municipal, and environmental laws, rules and regulations that may apply to the Premises. The Licensee shall undertake and carry out all remedial action required under applicable laws as a result of environmental contamination of the Premises occurring during the term of this Agreement and, in failure of the Licensee's diligently undertaking and carrying out all such remedial action, shall be responsible for the cost thereof if and to the extent undertaken by NRC.

- OL-27. ASSIGNMENT** This Agreement is personal to the Licensee, so that no assignment, and no assumption by a corporation formed by amalgamation with the Licensee, is valid except by written consent of NRC, which consent shall not be unreasonably withheld.

- OL-28. LIMITATION OF LIABILITY** The Licensee shall not take action against NRC under the *Crown Liability and Proceedings Act* relating to the occupancy. Claims based on contractual liability are actionable, but not for failure or delay in performance caused by circumstances beyond the reasonable control of the defending Party. No claim may be made for indirect or consequential damages.

- OL-29. TERMS OF PAYMENT** Payments shall be made regularly on the scheduled days by cheque payable to: "Receiver General of Canada" and delivered to NRC's Head Office at 1200 Montreal Road, Building M-58, Ottawa ON K1A 0R6 marked for attention of "Accounts Receivable". No deduction, set-off, withholding, or abatement is permitted.

- OL-30. DISHONoured PAYMENTS AND INTEREST ON OVERDUE AMOUNTS** Where an instrument tendered in payment or settlement of an amount due to NRC is, for any reason, dishonoured, an administrative charge of \$25 is payable to NRC and is due as invoiced. Interest is payable on all overdue amounts. Interest on overdue amounts is calculated and compounded monthly at the average bank rate plus 3% and accrues during the period beginning on the due date and ending on the day before the day on which payment is received by NRC. For purposes of this paragraph "bank rate" means the rate of interest established periodically 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, and "average bank rate" means the weighted arithmetic average of the bank rates that are established during the month before the month in respect of which interest is being calculated.

(Rate information may be found at <http://www.tpsgc-pwgsc.gc.ca/recgen/txt/tipp-ppir-eng.html>. This site provides information on the rate used by departments of the Government of Canada to calculate the interest on overdue accounts payable and is the same rate used by NRC to charge interest on overdue accounts receivable under the Interest and Administrative Charges Regulations, SOR/96-188. This web site address, and the information set out there, is provided here for convenience. In case of rate discrepancy, the rates quoted by the Bank of Canada shall prevail.)

- OL-31. NOTICES** Any notice related to this Agreement, including a change of address, shall be sent by registered mail, which is deemed to be effective notice five days after mailing, or by courier or personal delivery, which is effective notice only when acknowledged by signature of a person with apparent authority to receive messages, to the addresses as follow:

Real Property Office
1200 Montreal Road, Building M-19
Ottawa, ON K1A 0R6
Attn: Property Officer

- OL-32. DISPUTES** Disputes concerning this Agreement shall not be litigated. If negotiations fail to resolve a dispute within sixty (60) days, a Party can require non-binding mediation, whereupon the Parties shall jointly appoint one (1) impartial expert mediator to mediate according to mutually agreed procedures. If a Party refuses to effectively participate in mediation, or if mediation continues for more than sixty (60) days, a Party can require binding arbitration under the *Commercial Arbitration Act* of Canada, whereupon the Parties shall attempt to jointly appoint one impartial expert arbitrator. If they cannot agree within thirty (30) days on the choice of an arbitrator, each Party shall appoint its own arbitrator and those arbitrators shall jointly appoint a chairperson of an arbitral tribunal. An arbitral award shall not include punitive damages, costs or interim measures. Each party shall pay its own costs and an equal share of all other costs of mediation and arbitration.



OL-33. GOVERNMENT CONDITIONS Violation of any of the following conditions entitles NRC to terminate forthwith this Agreement without liability and to retain the right to claim damages:

- (a) No person will receive a direct benefit from this Agreement if that person is a current or former public office holder who is not in compliance with the Conflict of Interest Act or with the Conflict of Interest Code for Members of the House of Commons; a current or former public servant who is not in compliance with the Values and Ethics Code for the Public Service; or a current or former NRC employee who is not in compliance with NRC's Conflict of Interest Policy.
- (b) No bribe, gift, or inducement has been or will be paid, given, promised or offered directly or indirectly to any federal government official or employee or any family member of such a person or to any one for the benefit of such a person; and no contingency fee has been or will be paid or agreed to be paid for the solicitation, negotiation or obtaining of this Agreement to any person, other than an employee of the Licensee acting in the normal course of the employee's duties.
- (c) No person who will receive a direct benefit from this Agreement has ever been convicted of a Criminal Code offence of fraud on the government (s.121), selling or purchasing public office (s.124), or selling defective stores to Her Majesty (s.418).

OL-34. APPROVAL BY NRC Prior to release of film, photo, advertisement or other media material that is associated with the Licensee's activities on the Premises and that contains reference to NRC, the Licensee grants to NRC the right to preview the material and agrees to make changes that NRC acting reasonably, may require to any references to NRC that are made in the material. The Licensee agrees not to release the material without NRC's prior written acceptance of the references that are made to NRC in the material.

SIGNED by the Licensee in duplicate at _____, _____ Canada

COMPANY

Date: _____ Per: _____
 Name and Title: _____

SIGNED by NRC in duplicate at Ottawa, Ontario, Canada

NATIONAL RESEARCH COUNCIL OF CANADA

Date: _____ Per: _____
 Frank Jefferies, Director General
 Administrative Services and Property Management



Schedule "A" - Layout of the Premises



Schedule B - SCHEDULE OF PAYMENT

File number: XXX-0000

In Agreement with: Company Name

Period	Area type	Rentable Area (M ²)	Rate	Monthly Rent	Taxes	Monthly Post-dated cheques due
1-Feb-17	Security Deposit - one (1) cheque due upon signature					\$ -
1-Feb-17 to 31-Mar-17	Office		\$ -	\$ -	\$ -	Two (2) post dated cheques due upon signature
	Laboratory		\$ -	\$ -	\$ -	
	Common area		\$ -	\$ -	\$ -	
	Fumehood	Qty.1	\$ -	\$ -	\$ -	
	Casework		\$ -	\$ -	\$ -	
	IT Services		\$ -	\$ -	\$ -	
	Total	0.00		\$ -	\$ -	\$ -
1-Apr-17 to 31-Jan-18	Office		\$ -	\$ -	\$ -	Ten (10) post dated cheques due upon signature
	Laboratory		\$ -	\$ -	\$ -	
	Common area		\$ -	\$ -	\$ -	
	Fumehood	Qty.1	\$ -	\$ -	\$ -	
	Casework		\$ -	\$ -	\$ -	
	IT Services		\$ -	\$ -	\$ -	
	Total	0.00		\$ -	\$ -	\$ -

TERMS OF PAYMENT:

Payments must be made by cheque payable to: "Receiver General - National Research Council of Canada"

PARKING:

Please note that all parking fees assigned to the Licensee will be invoiced separately. Payments for parking fees must be made by cheque payable to: "Receiver General - National Research Council of Canada"

APPENDIX 'G'

NRC - CNRC

LEGEND

- FIC STREET
- EASEMENT AREA
- 10' W-1 to 10' W-1
- 10' W-1 to 10' W-1
- 10' W-1 to 10' W-1
- 10' W-1 to 10' W-1
- 10' W-1 to 10' W-1
- 10' W-1 to 10' W-1

KEY PLAN

NO.	DESCRIPTION	DATE	BY

10' W-1 to 10' W-1
 10' W-1 to 10' W-1
 10' W-1 to 10' W-1
 10' W-1 to 10' W-1

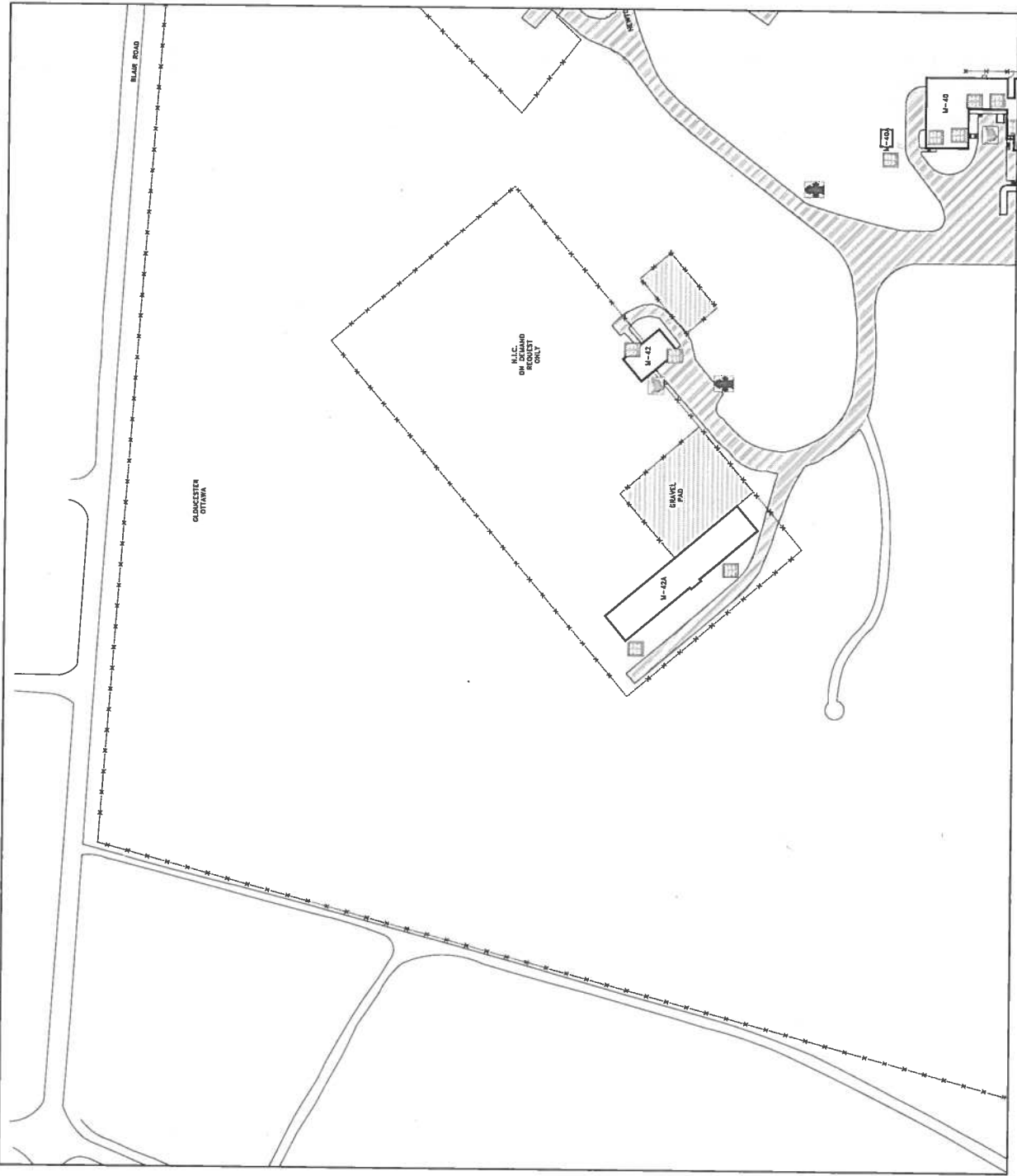
ENTER OPERATOR INFORMATION

MONTREAL ROAD SITE - 10' W-1

WINTER MAINTENANCE OPERATIONS

DATE	BY	NO.

M59-0002-W01



WINTER MAINTENANCE
 SCALE = 1:500

NRC - CNRC

LEGEND

- FIRE EQUIPMENT
- ELECTRICAL ROOM
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KEY PLAN



NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMITTING	02/20/05		
2	ISSUED FOR CONSTRUCTION	03/01/05		
3	ISSUED FOR AS-BUILT	03/01/05		
4	ISSUED FOR RECORD	03/01/05		

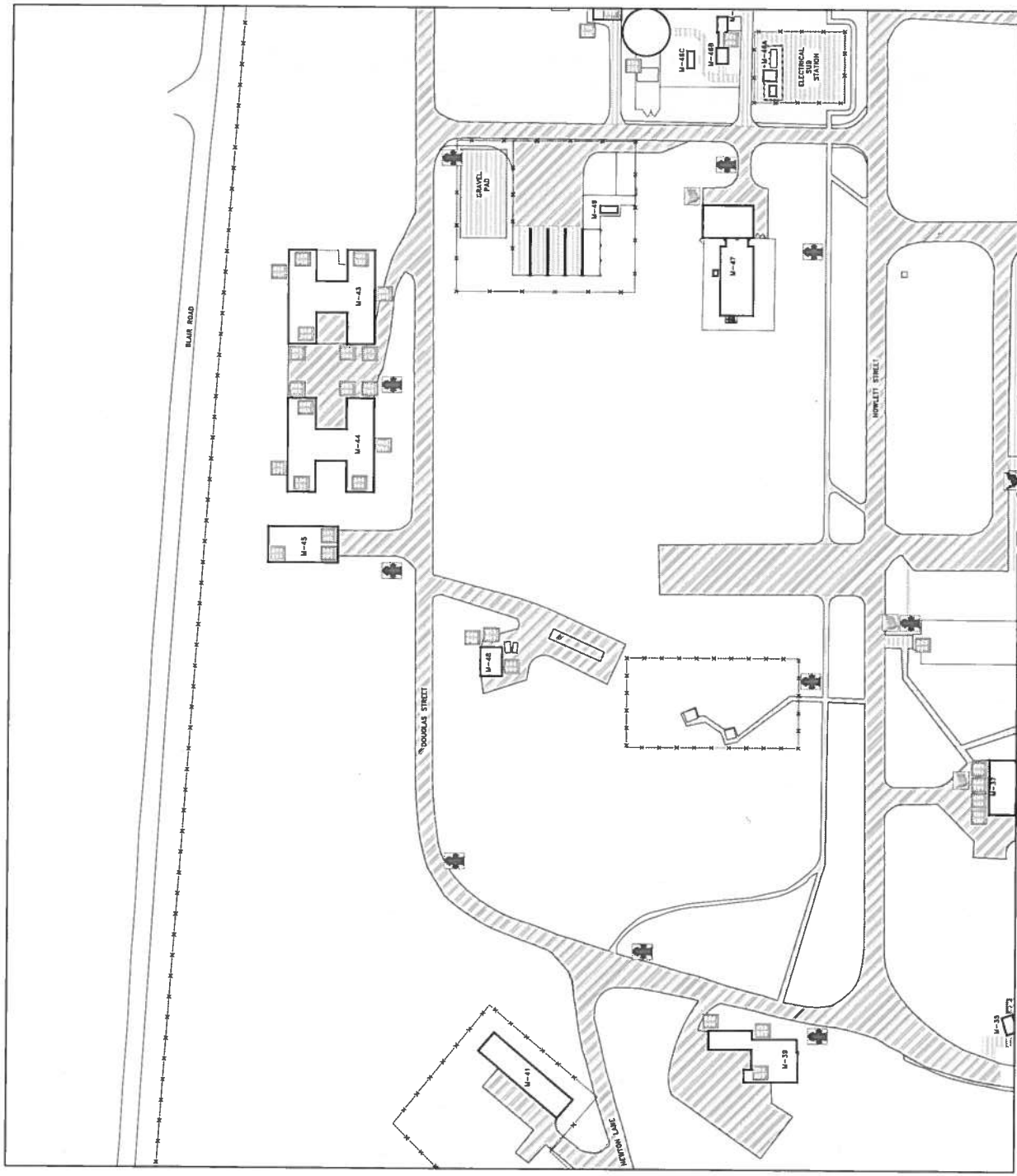


STATION POINTS

VERTICAL ROAD ELEV - L&S

WATER MAINS ELEVATIONS

STATION	ELEVATION	DATE	BY
1+00	100.00		
2+00	100.00		
3+00	100.00		
4+00	100.00		
5+00	100.00		
6+00	100.00		
7+00	100.00		
8+00	100.00		
9+00	100.00		
10+00	100.00		



1 WINTER MAINTENANCE
SCALE = 1:200

M56-5003-W02

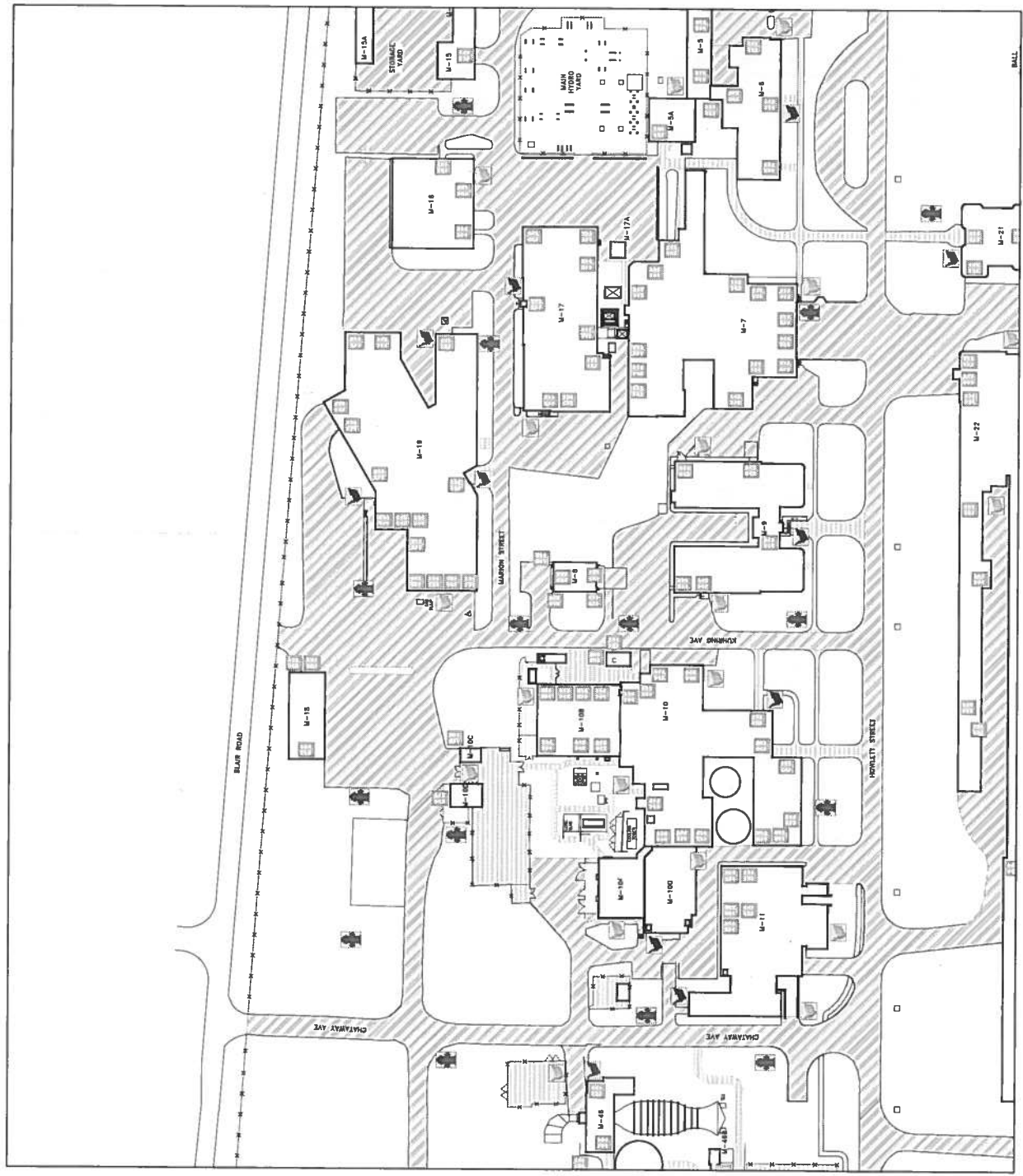
LEGEND

[Symbol]	EXISTING
[Symbol]	PROPOSED
[Symbol]	... ..
[Symbol]	... ..
[Symbol]	... ..
[Symbol]	... ..
[Symbol]	... ..
[Symbol]	... ..

ALL DIMENSIONS ARE IN FEET AND INCHES
 DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
 DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE

KEY PLAN

NO.	DATE	DESCRIPTION
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100



1 WINTER MAINTENANCE
 SCALE = 1/8" = 1'-0"



M55-5002-W00

NR-CNR

LEGEND

- EXISTING
- CONCRETE
- ASPHALT
- GRAVEL
- GRAVEL WITH CURB
- GRAVEL WITH CURB & SIDE WALK
- GRAVEL WITH CURB & SIDE WALK & SIDE WALK
- GRAVEL WITH CURB & SIDE WALK & SIDE WALK & SIDE WALK

KEY PLAN

1. NORTH OF 100th STREET AND WEST OF 100th STREET

2. WEST OF 100th STREET AND WEST OF 100th STREET

3. WEST OF 100th STREET AND WEST OF 100th STREET

4. WEST OF 100th STREET AND WEST OF 100th STREET

5. WEST OF 100th STREET AND WEST OF 100th STREET

6. WEST OF 100th STREET AND WEST OF 100th STREET

7. WEST OF 100th STREET AND WEST OF 100th STREET

8. WEST OF 100th STREET AND WEST OF 100th STREET

9. WEST OF 100th STREET AND WEST OF 100th STREET

10. WEST OF 100th STREET AND WEST OF 100th STREET

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMITS			
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10				

EXTERIOR GRADE MAINTENANCE

NORTHWEST ROAD SITE - W04

WINTER MAINTENANCE OPERATIONS

SCALE = 1:500

DATE = 11/11/11

PROJECT NO. = 11-0000

DRAWING NO. = W04

DATE PLOTTED = 11/11/11

SCALE = 1:500

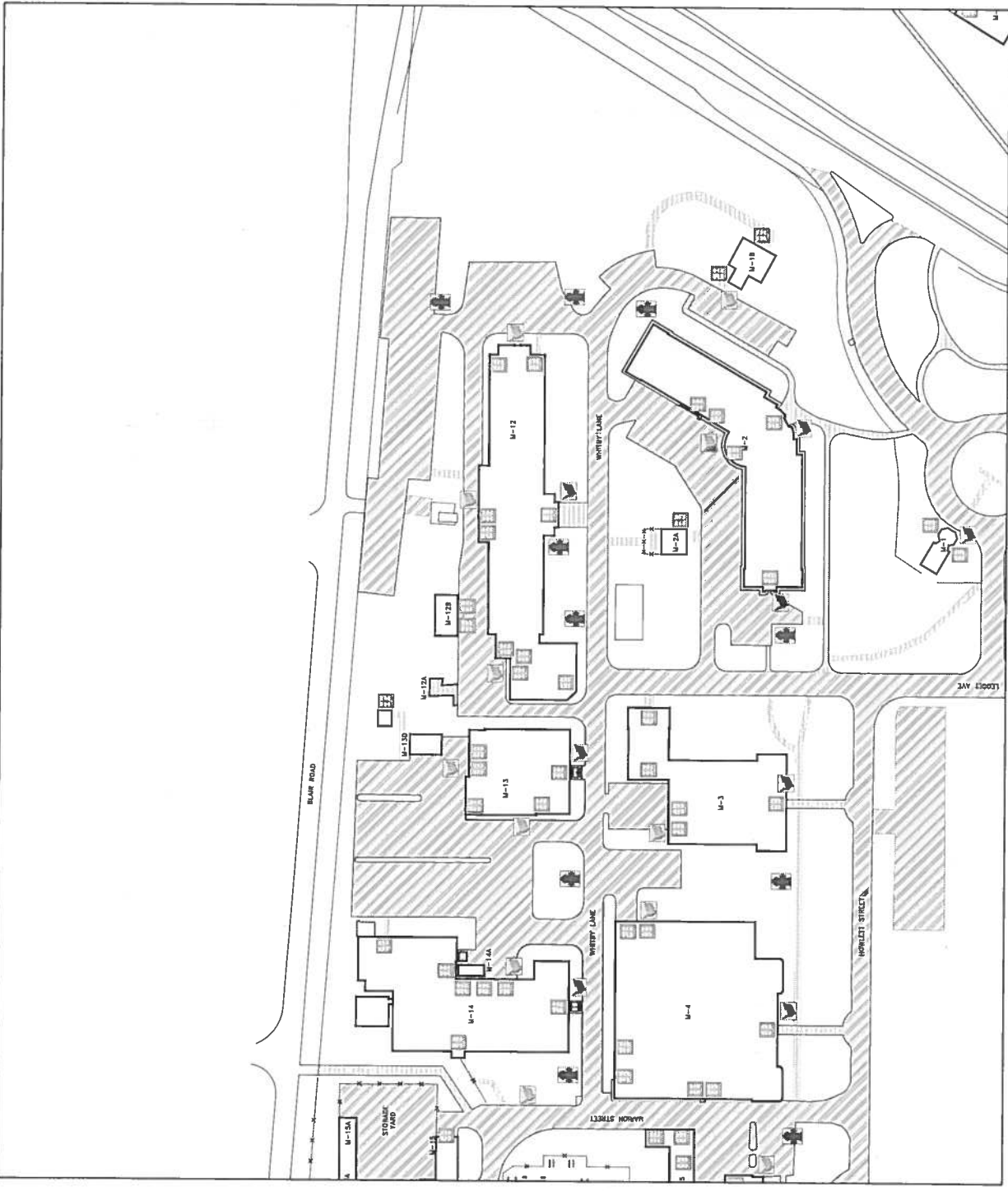
DATE = 11/11/11

PROJECT NO. = 11-0000

DRAWING NO. = W04

DATE PLOTTED = 11/11/11

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMITS			
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1 WINTER MAINTENANCE

W04

SCALE = 1:500



ARC-CARC
 10000
 10000
 10000

ARC-CARC

LEGEND

- SNOW STORAGE AREA
- DRIVEWAY
- SALT APPLICATION AREA
- SALT APPLICATION AREA
- SALT APPLICATION AREA
- SALT APPLICATION AREA
- SALT APPLICATION AREA
- SALT APPLICATION AREA

KEY PLAN



NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	12/15/10	ARC-CARC
2	REVISED PER PERMIT COMMENTS	12/15/10	ARC-CARC
3	REVISED PER PERMIT COMMENTS	12/15/10	ARC-CARC
4	REVISED PER PERMIT COMMENTS	12/15/10	ARC-CARC
5	REVISED PER PERMIT COMMENTS	12/15/10	ARC-CARC
6	REVISED PER PERMIT COMMENTS	12/15/10	ARC-CARC
7	REVISED PER PERMIT COMMENTS	12/15/10	ARC-CARC
8	REVISED PER PERMIT COMMENTS	12/15/10	ARC-CARC
9	REVISED PER PERMIT COMMENTS	12/15/10	ARC-CARC
10	REVISED PER PERMIT COMMENTS	12/15/10	ARC-CARC

GENERAL NOTES

1. See Notes 1 through 10 on sheet 10000-10000.
2. See Notes 1 through 10 on sheet 10000-10000.
3. See Notes 1 through 10 on sheet 10000-10000.
4. See Notes 1 through 10 on sheet 10000-10000.
5. See Notes 1 through 10 on sheet 10000-10000.
6. See Notes 1 through 10 on sheet 10000-10000.
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8. See Notes 1 through 10 on sheet 10000-10000.
9. See Notes 1 through 10 on sheet 10000-10000.
10. See Notes 1 through 10 on sheet 10000-10000.

GENERAL NOTES

1. See Notes 1 through 10 on sheet 10000-10000.
2. See Notes 1 through 10 on sheet 10000-10000.
3. See Notes 1 through 10 on sheet 10000-10000.
4. See Notes 1 through 10 on sheet 10000-10000.
5. See Notes 1 through 10 on sheet 10000-10000.
6. See Notes 1 through 10 on sheet 10000-10000.
7. See Notes 1 through 10 on sheet 10000-10000.
8. See Notes 1 through 10 on sheet 10000-10000.
9. See Notes 1 through 10 on sheet 10000-10000.
10. See Notes 1 through 10 on sheet 10000-10000.

GENERAL NOTES

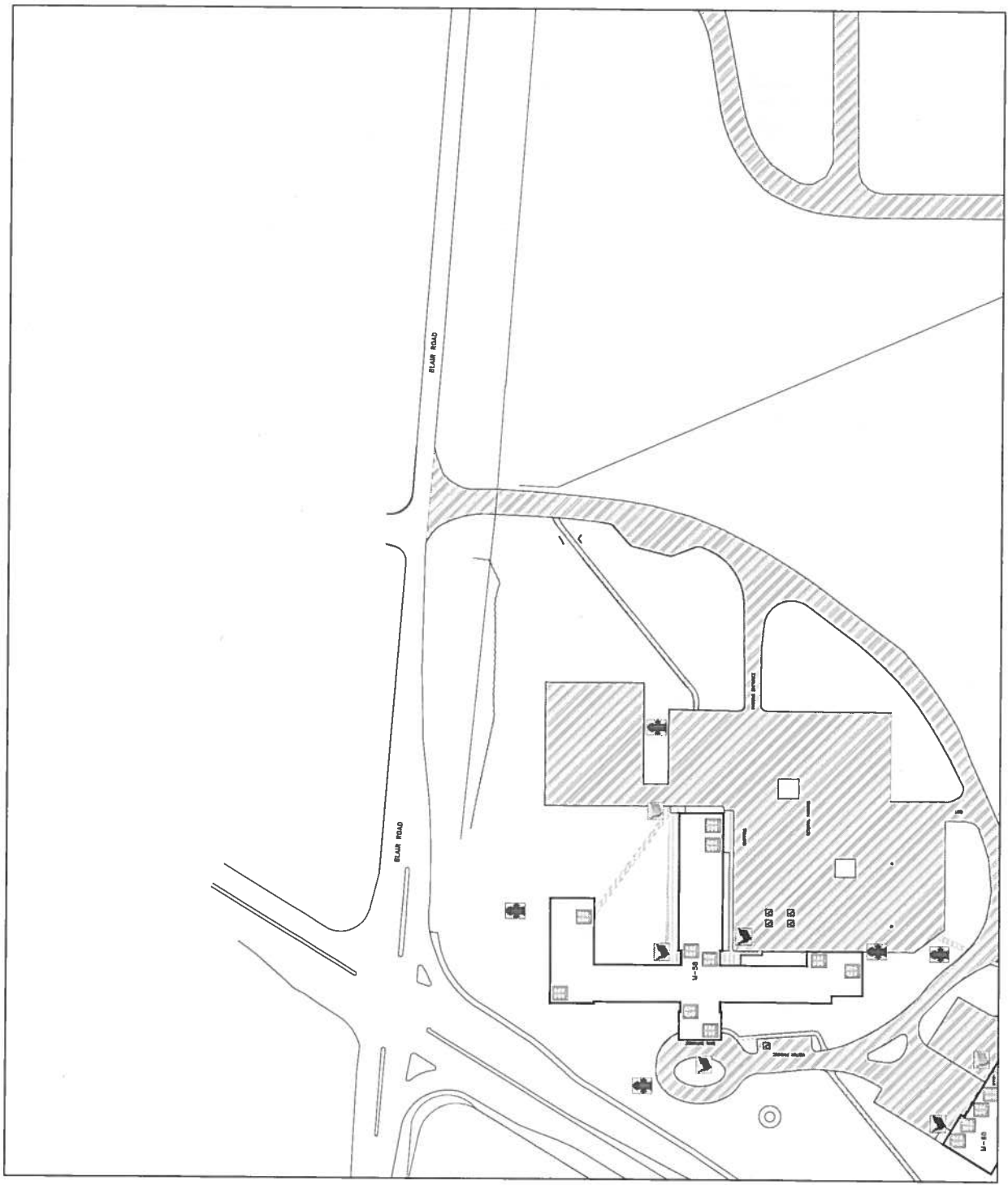
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2. See Notes 1 through 10 on sheet 10000-10000.
3. See Notes 1 through 10 on sheet 10000-10000.
4. See Notes 1 through 10 on sheet 10000-10000.
5. See Notes 1 through 10 on sheet 10000-10000.
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8. See Notes 1 through 10 on sheet 10000-10000.
9. See Notes 1 through 10 on sheet 10000-10000.
10. See Notes 1 through 10 on sheet 10000-10000.

GENERAL NOTES

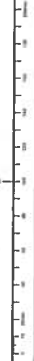
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GENERAL NOTES

1. See Notes 1 through 10 on sheet 10000-10000.
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8. See Notes 1 through 10 on sheet 10000-10000.
9. See Notes 1 through 10 on sheet 10000-10000.
10. See Notes 1 through 10 on sheet 10000-10000.



1 WINTER MAINTENANCE
W05
 SCALE = 1"=50'



DATE: 12/15/10

NRC - CNRC
 National Research Council of Canada
 Canadian Nuclear Regulatory Commission

LEGEND

- 100% CONCRETE
- 100% BRICK
- 100% MASONRY
- 100% STEEL
- 100% WOOD
- 100% ASPHALT
- 100% GRAVEL
- 100% SAND
- 100% EARTH
- 100% WATER
- 100% AIR

KEY PLAN

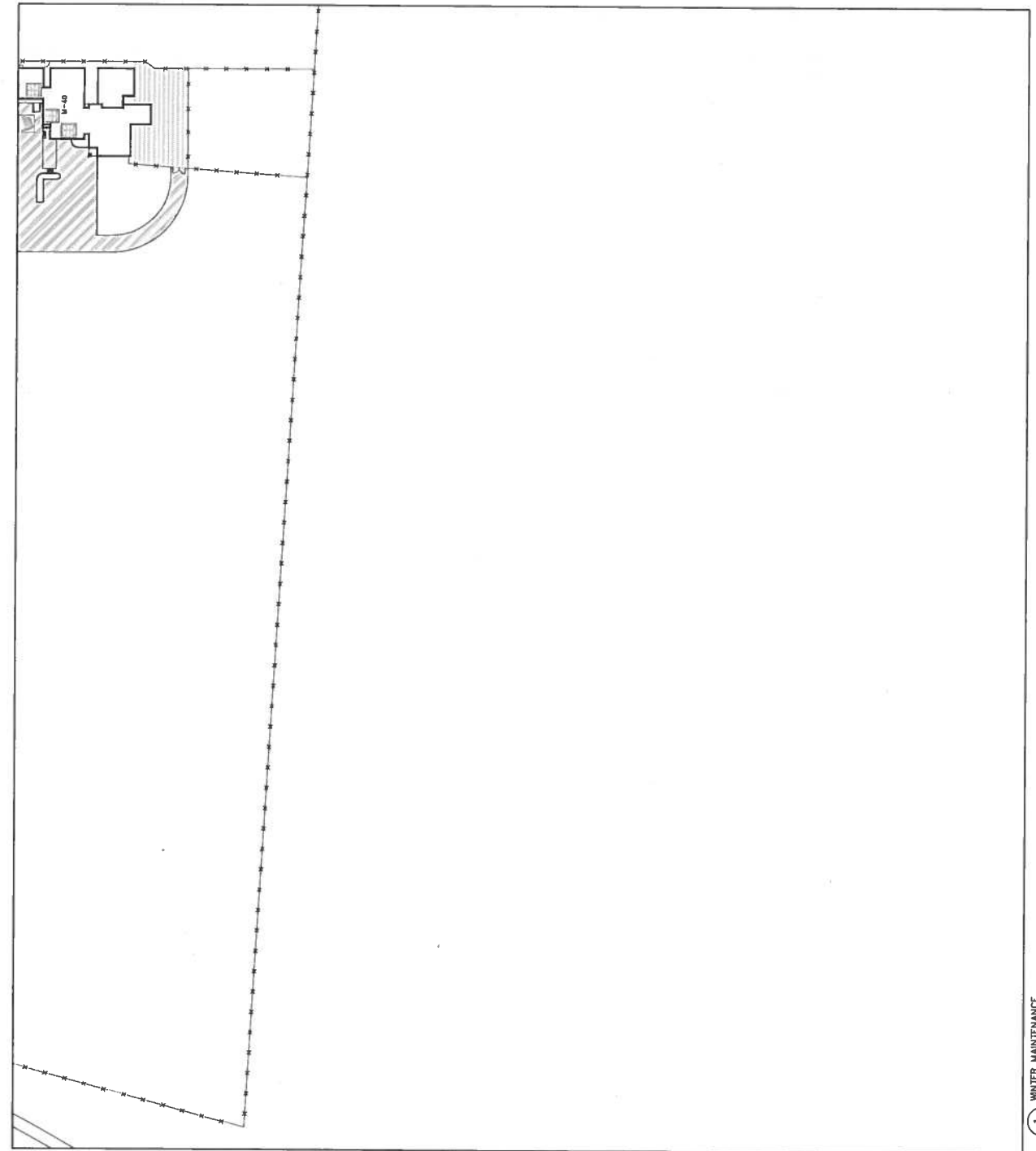


NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR CONSTRUCTION	1997		

1. THE WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS FOR THE PROJECT.
 2. THE WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 3. THE WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE CLIENT.

GENERAL NOTES
 1. THE WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS FOR THE PROJECT.
 2. THE WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 3. THE WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE CLIENT.

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR CONSTRUCTION	1997		



1 WINTER MAINTENANCE
 SCALE = 1:500
 W07



N65-5002-W07

ARC-CNRIC

LEGEND

- CONCRETE
- ASPHALT
- GRAVEL
- SAND
- STONE
- BRICK
- MASONRY
- STEEL REINFORCEMENT

KEY PLAN



NO.	DESCRIPTION	DATE	BY	CHECKED BY
1	ISSUED FOR PERMIT	10/15/03	J. WOOD	
2	REVISED			
3	REVISED			
4	REVISED			
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6	REVISED			
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9	REVISED			
10	REVISED			

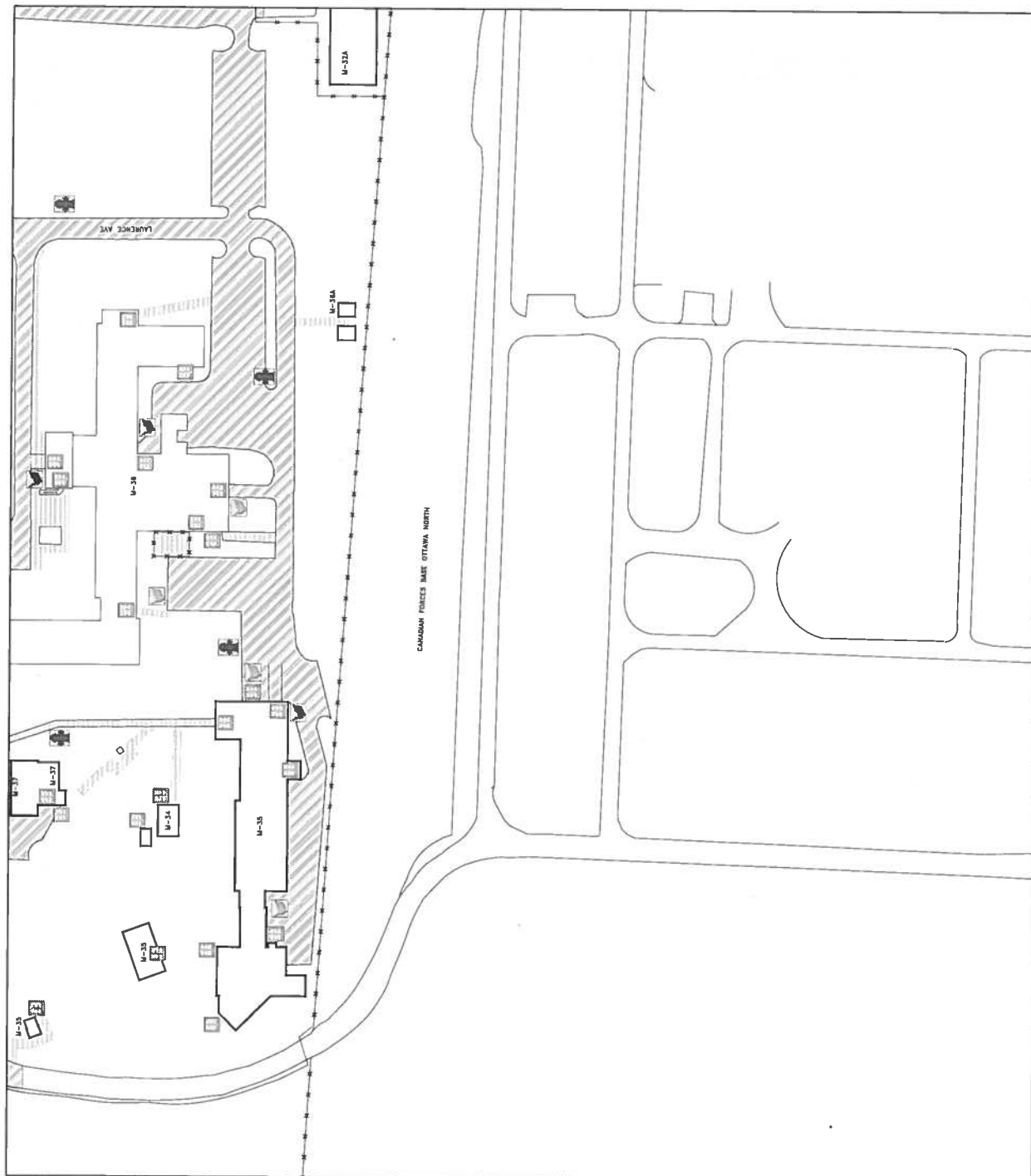
EXTENSION CONTRACTORS

MORTGAGE ROAD LTD. - USR

WATER MAINTENANCE CONTRACTORS

NO.	DESCRIPTION	DATE	BY	CHECKED BY
1	ISSUED FOR PERMIT	10/15/03	J. WOOD	
2	REVISED			
3	REVISED			
4	REVISED			
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7	REVISED			
8	REVISED			
9	REVISED			
10	REVISED			

1056-5002-W03



1 WINTER MAINTENANCE
SCALE = 1:500

J. WOOD

ARC - CARC

ARC - CARC

LEGEND

- 1. Pavement
- 2. Concrete Slab
- 3. 1/2" - 1/4"
- 4. 1/2" - 1/4"
- 5. 1/2" - 1/4"
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- 99. 1/2" - 1/4"
- 100. 1/2" - 1/4"

KEY PLAN



NO.	DESCRIPTION	DATE	BY	CHECKED
1	Issue for Review			
2	Issue for Construction			
3	Issue for Construction			
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100	Issue for Construction			

STANDARD DRAWING

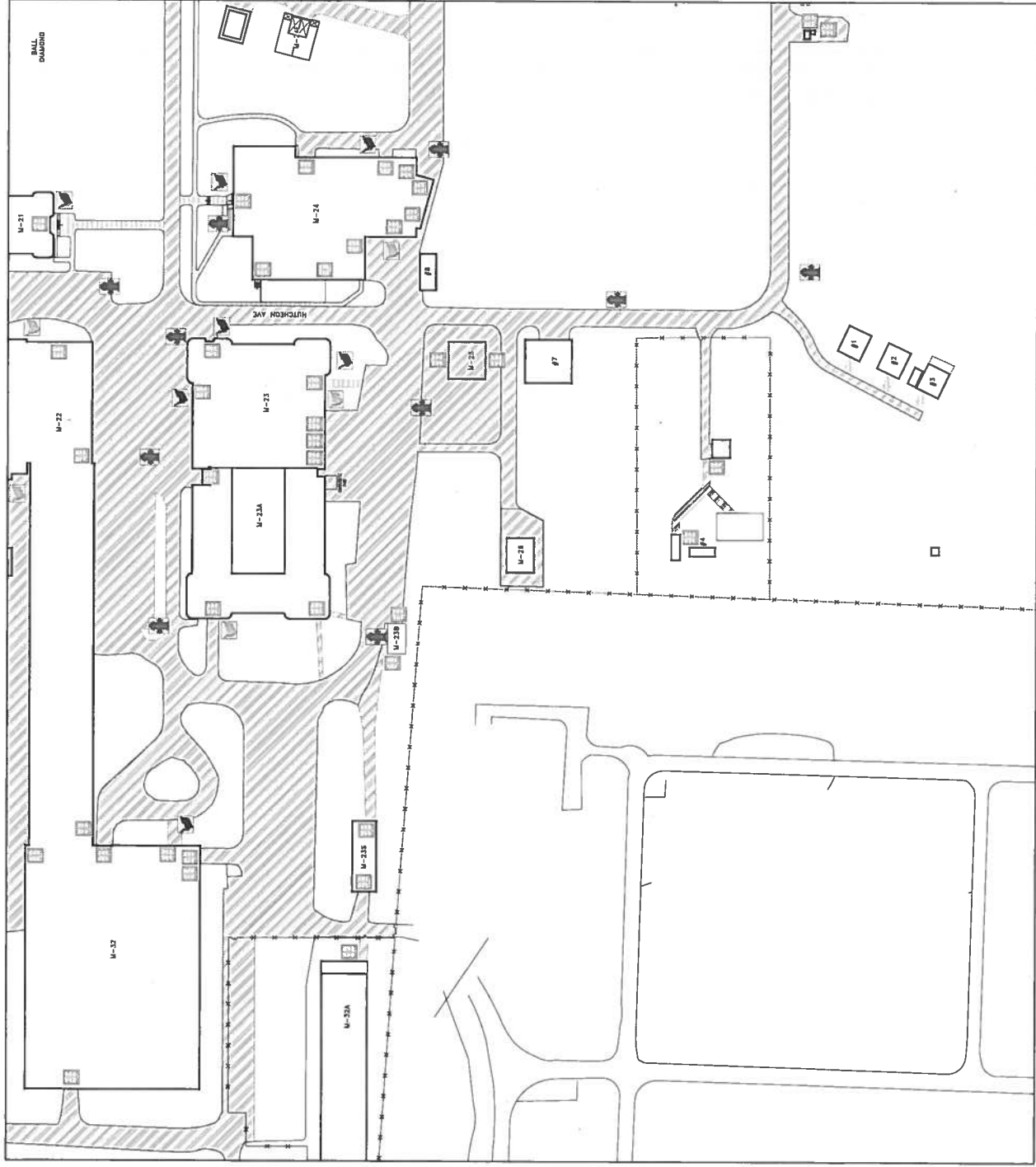
CENTRAL ROAD SITE - 100

WINTER MAINTENANCE OPERATIONS

DATE: 10/1/00

SCALE: 1" = 100'

MS6-5002-W00



1 WINTER MAINTENANCE
SCALE = 1" = 100'

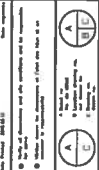
LEGEND

- FIRE HYDRANT
- STORM SEWER
- WATER MAIN
- SANITARY SEWER
- GAS LINE
- ELECTRIC LINE
- TELEPHONE LINE
- CABLE TV LINE
- FIRE ALARM LINE
- FIRE ALARM BELL
- FIRE ALARM PULL STATION
- FIRE ALARM CONTROL PANEL
- FIRE ALARM ZONE INDICATOR
- FIRE ALARM ANNUNCIATOR
- FIRE ALARM HORN
- FIRE ALARM BELL
- FIRE ALARM PULL STATION
- FIRE ALARM CONTROL PANEL
- FIRE ALARM ZONE INDICATOR
- FIRE ALARM ANNUNCIATOR
- FIRE ALARM HORN

KEY PLAN



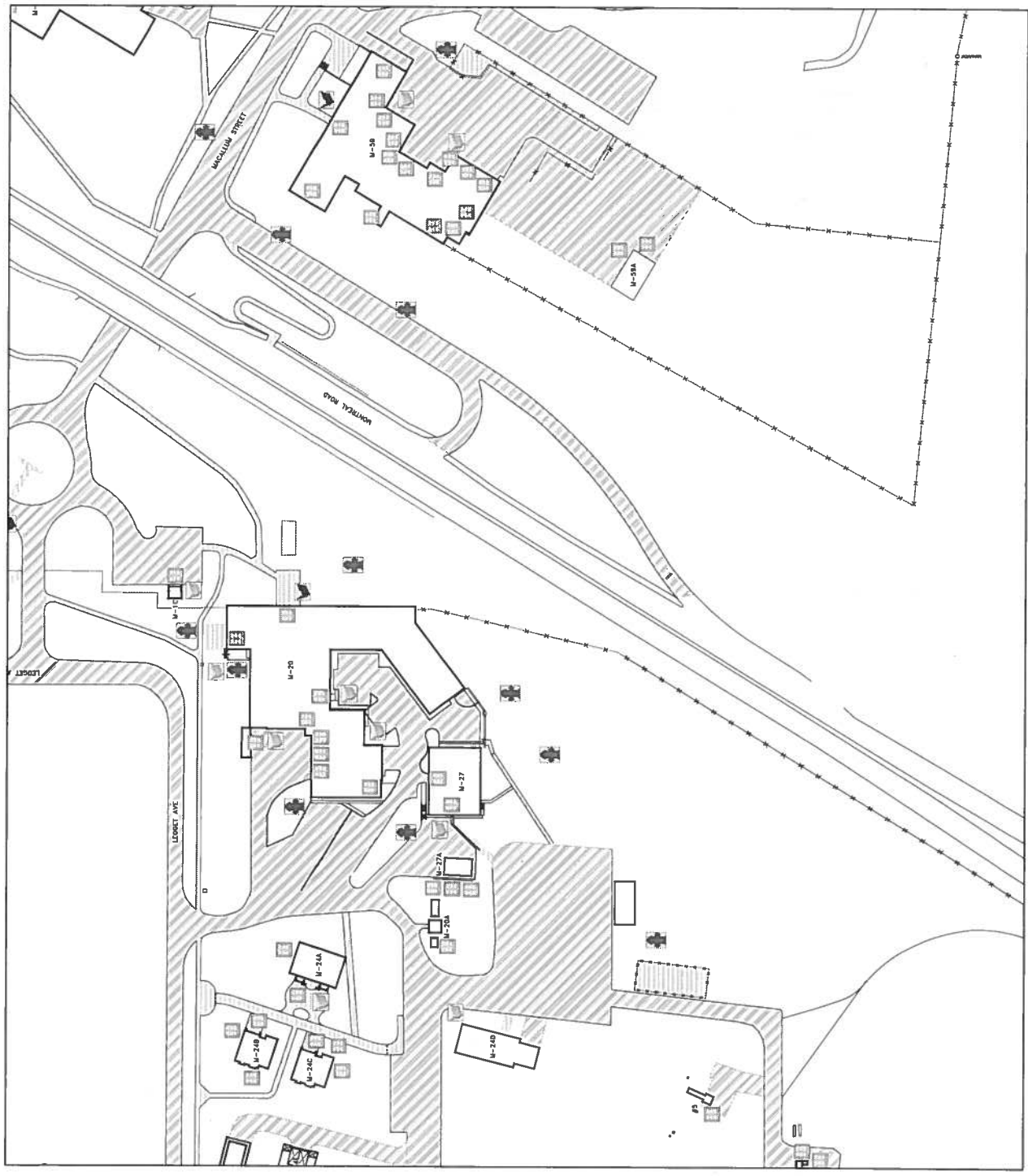
NO.	DESCRIPTION	DATE	BY	CHECKED
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2	ISSUED FOR CONSTRUCTION	10/15/10	J. W. [unclear]	[unclear]
3	ISSUED FOR RECORD	10/15/10	J. W. [unclear]	[unclear]



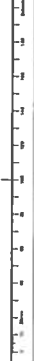
ENTRANCE GRADE SURVEILLANCE
 MONTREAL ROAD SITE - 1000
 SUPERINTENDENT: [unclear]

NO.	DESCRIPTION	DATE	BY	CHECKED
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2	ISSUED FOR CONSTRUCTION	10/15/10	J. W. [unclear]	[unclear]
3	ISSUED FOR RECORD	10/15/10	J. W. [unclear]	[unclear]

M56-5002-W70



WINTER MAINTENANCE
 SCALE = 1:200



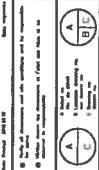
LEGEND

- PROPOSED STRUCTURE
- PROPOSED PAVEMENT
- UTILITY LINE
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- PROPOSED GAS MAIN
- PROPOSED FIRE MAIN
- PROPOSED STORM WATER INLET
- PROPOSED STORM WATER MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED WATER MAIN MANHOLE
- PROPOSED GAS MAIN MANHOLE
- PROPOSED FIRE MAIN MANHOLE
- PROPOSED STORM WATER CATCHMENT BASIN
- PROPOSED STORM WATER DETENTION BASIN
- PROPOSED STORM WATER TREATMENT BASIN
- PROPOSED STORM WATER STORAGE BASIN
- PROPOSED STORM WATER PUMPING STATION
- PROPOSED STORM WATER LIFTING STATION
- PROPOSED STORM WATER TREATMENT PLANT
- PROPOSED STORM WATER STORAGE TANK
- PROPOSED STORM WATER TREATMENT TANK
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KEY PLAN



NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMITS	02/20/20 </td <td></td> <td></td>		
2	ISSUED FOR CONSTRUCTION	02/20/20		
3	ISSUED FOR AS-BUILT	02/20/20		



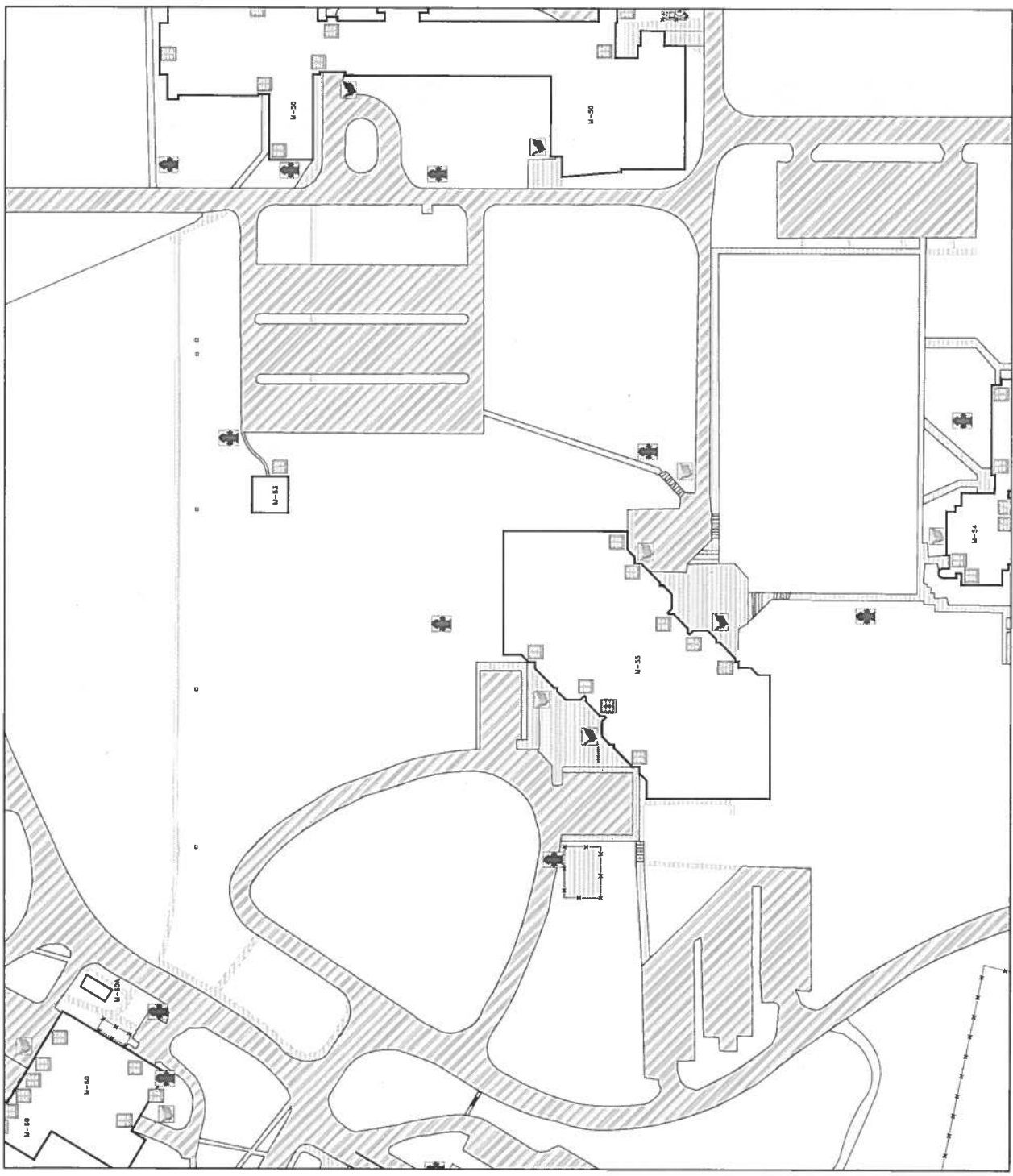
STORM WATER MAINTENANCE

MUNICIPAL ROAD SITE - 100'

STORM WATER MAINTENANCE OPERATIONS

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMITS	02/20/20		
2	ISSUED FOR CONSTRUCTION	02/20/20		
3	ISSUED FOR AS-BUILT	02/20/20		

MS9-5002-W11



1
W11
WINTER MAINTENANCE
SCALE = 1"=50'

148
 NRC - CNRC
 LEGEND

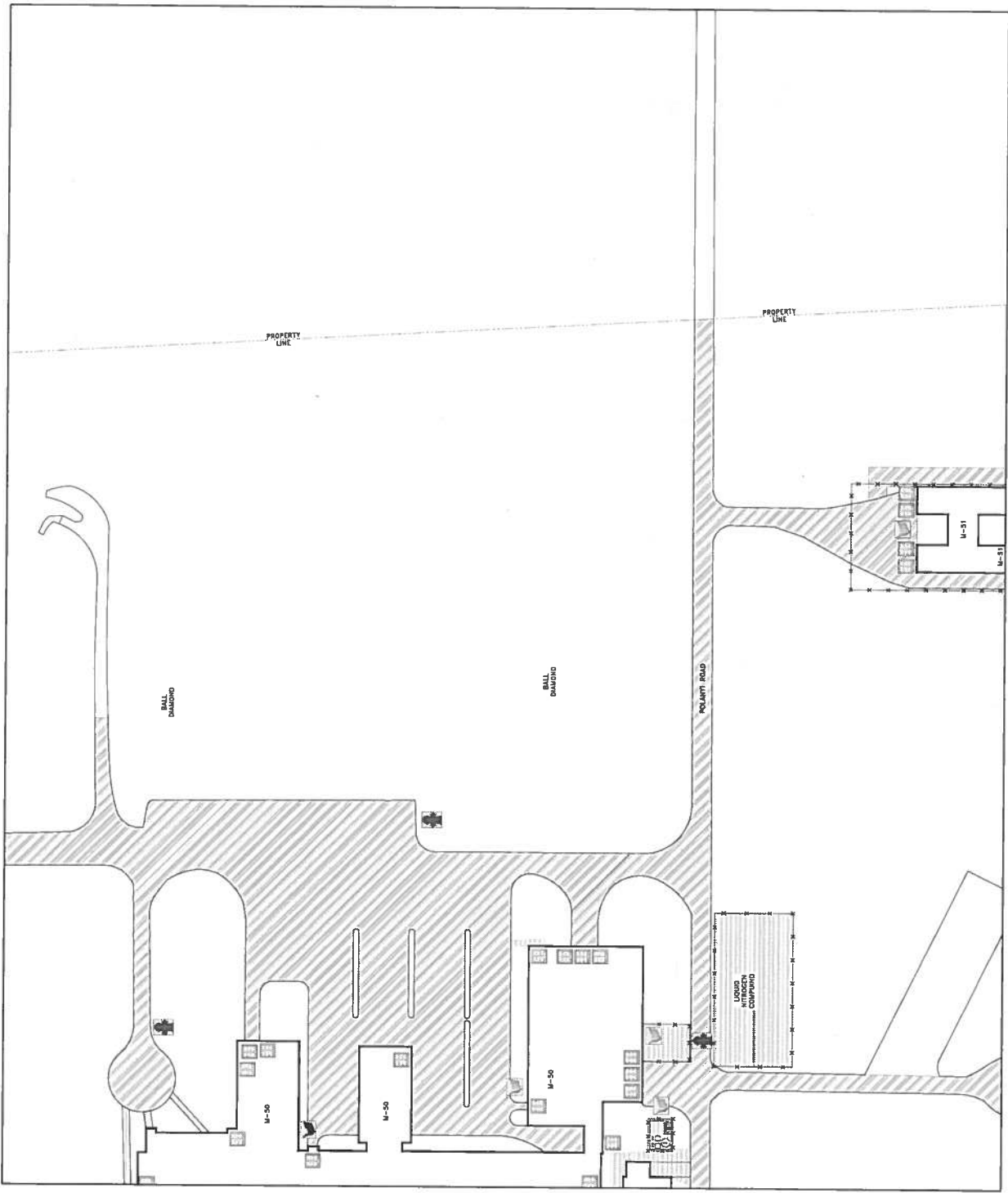
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- 1.082
- 1.083
- 1.084
- 1.085
- 1.086
- 1.087
- 1.088
- 1.089
- 1.090
- 1.091
- 1.092
- 1.093
- 1.094
- 1.095
- 1.096
- 1.097
- 1.098
- 1.099
- 1.100

KEY PLAN



NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMITTING	12/15/11	J. W. HARRIS	
2	ISSUED FOR CONSTRUCTION	01/10/12	J. W. HARRIS	
3	ISSUED FOR AS-BUILT	01/10/12	J. W. HARRIS	
4	ISSUED FOR RECORD	01/10/12	J. W. HARRIS	
5	ISSUED FOR FINAL	01/10/12	J. W. HARRIS	

EXTENSIVE GRADE MAINTENANCE		MATERIAL ROAD SITE - LMS		WATER MAINTENANCE OPERATIONS	
NO.	DESCRIPTION	DATE	BY	CHECKED	DATE
1	ISSUED FOR PERMITTING	12/15/11	J. W. HARRIS		
2	ISSUED FOR CONSTRUCTION	01/10/12	J. W. HARRIS		
3	ISSUED FOR AS-BUILT	01/10/12	J. W. HARRIS		
4	ISSUED FOR RECORD	01/10/12	J. W. HARRIS		
5	ISSUED FOR FINAL	01/10/12	J. W. HARRIS		



1
 WINTER MAINTENANCE
 SCALE = 1:200
 W12

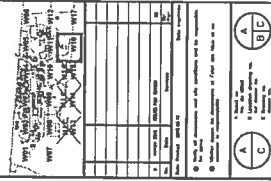


DATE OF PLOT

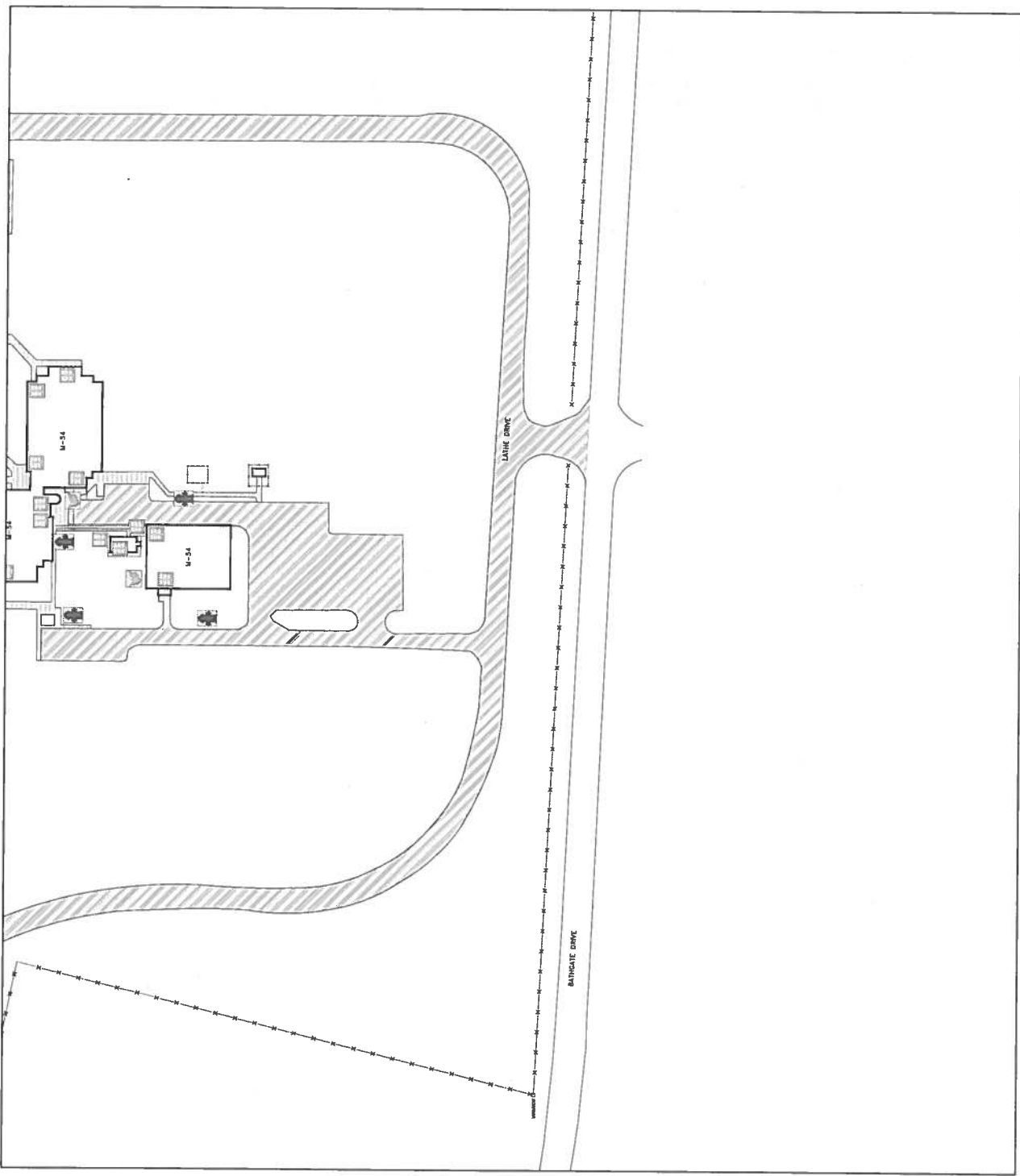
148
 NRC - CTRC
 LEGEND

- EXISTING STRUCTURE
- PROPOSED STRUCTURE
- EXISTING PAVEMENT
- PROPOSED PAVEMENT
- EXISTING UTILITY
- PROPOSED UTILITY
- EXISTING CURB
- PROPOSED CURB
- EXISTING GUTTER
- PROPOSED GUTTER
- EXISTING DRAINAGE
- PROPOSED DRAINAGE

KEY PLAN



NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT			
2	REVISED FOR COMMENTS			
3	REVISED FOR COMMENTS			
4	REVISED FOR COMMENTS			
5	REVISED FOR COMMENTS			
6	REVISED FOR COMMENTS			
7	REVISED FOR COMMENTS			
8	REVISED FOR COMMENTS			
9	REVISED FOR COMMENTS			
10	REVISED FOR COMMENTS			



1 WINTER MAINTENANCE
 SCALE = 1:200

MSB-5002-W16

LEGEND

- PAVE SURFACE
- PAVEMENT STONE
- SALT BED - 30/60
- SALT BED - 60/120
- SALT BED - 60/120
- SANDSTONE & PEAGRANITE SALT
- MULCH & FINES COMPOSITION

KEY PLAN

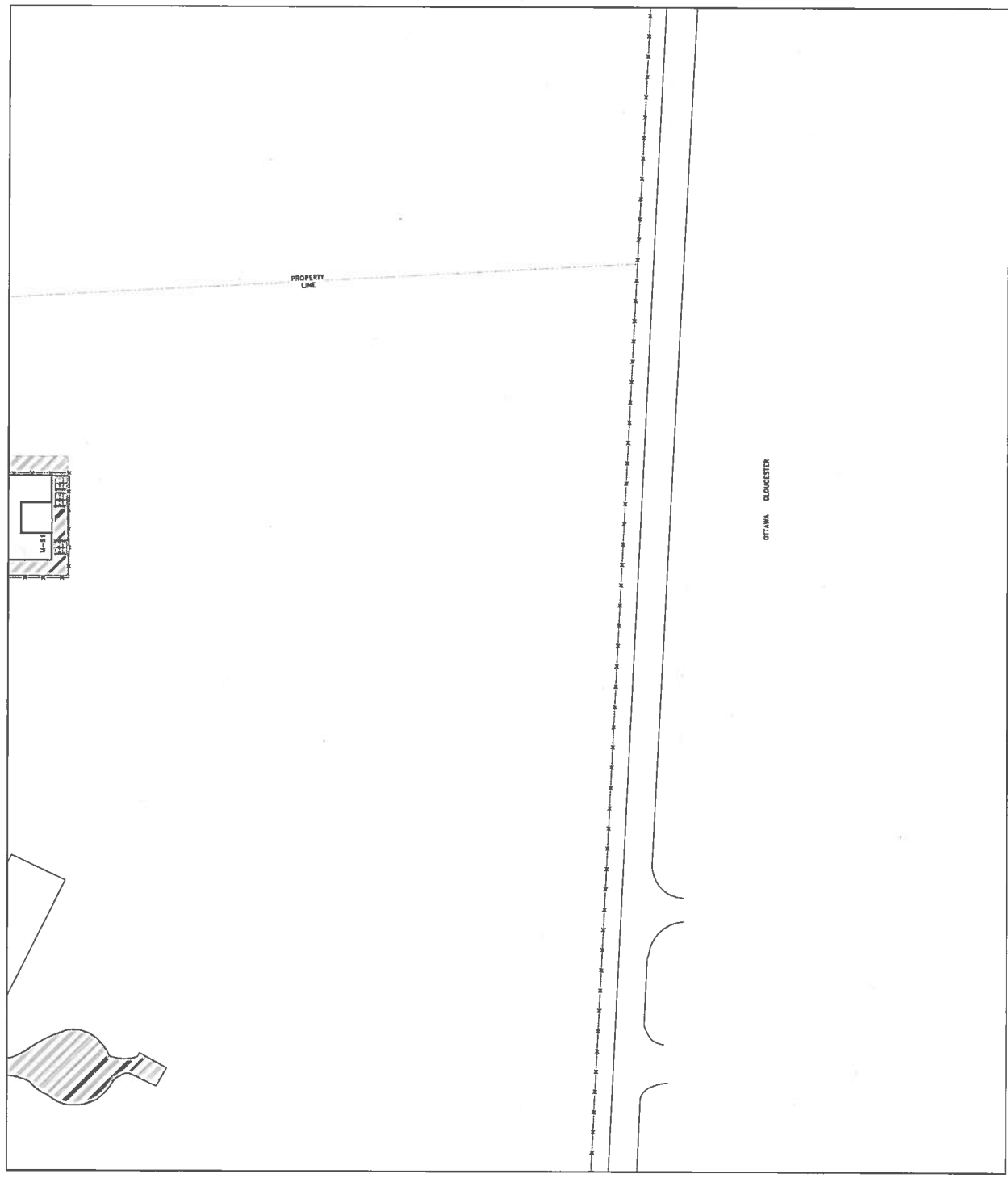


NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	10/20/07	WJ
2	REVISED		
3	REVISED		

1. All work shall be done in accordance with the specifications and standards of the Province of Ontario.
 2. All work shall be done in accordance with the specifications and standards of the Province of Ontario.
 3. All work shall be done in accordance with the specifications and standards of the Province of Ontario.

STORM SEWER MAINTENANCE
VERTICAL ROAD SITS - 1500
WATER MAINTENANCE OPERATIONS

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	10/20/07	WJ
2	REVISED		
3	REVISED		



ARC - CTRC

LEGEND

- CONCRETE CURB
- GRAVEL
- GRAVEL CONCRETE CURB
- CLASS 4
- CLASS 3
- CLASS 2

KEY PLAN

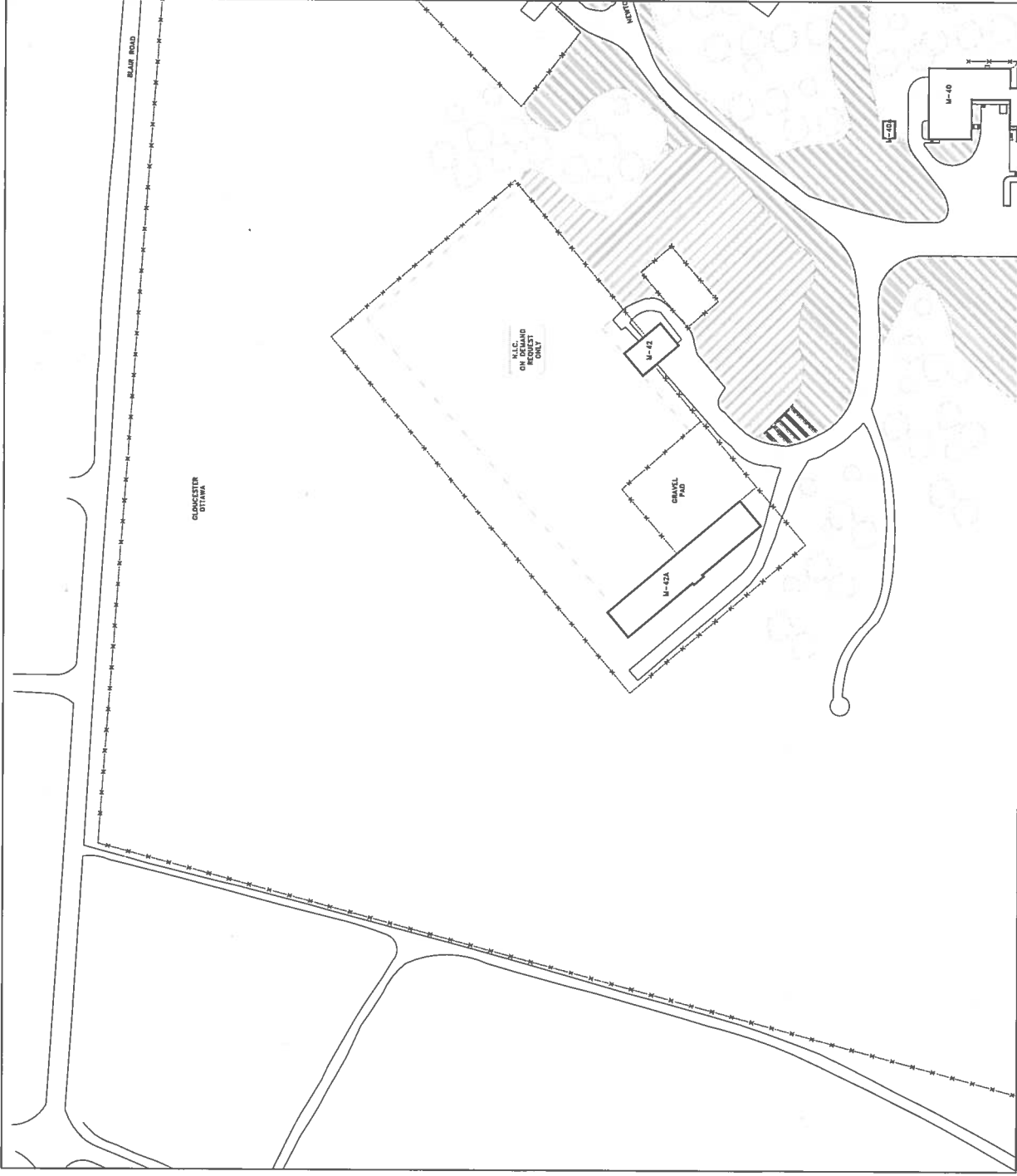


NO.	DESCRIPTION	DATE	BY	CHECKED BY
1	ISSUED FOR PERMITS	02/20/09		
2	ISSUED FOR CONSTRUCTION	02/20/09		
3	ISSUED FOR AS-BUILT	02/20/09		

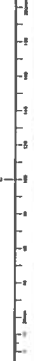
PROJECT: BRIDGE MAINTENANCE OVER HAYSTACK ROAD

CONTRACT NO. 02/20/09

NO.	DESCRIPTION	DATE	BY	CHECKED BY
1	ISSUED FOR PERMITS	02/20/09		
2	ISSUED FOR CONSTRUCTION	02/20/09		
3	ISSUED FOR AS-BUILT	02/20/09		



1
50'
SCALE = 1:500



MS9-5002-801

NRC - CNRC

LEGEND

	CONCRETE PAD
	GRAVEL PAD
	GRAVEL
	ROCK AND GRAVEL LAYER
	12" CONC. SLAB
	6" CONC. SLAB
	4" CONC. SLAB
	2" CONC. SLAB

KEY PLAN



NO.	DESCRIPTION	DATE	BY	CHECKED BY
1	ISSUED FOR PERMIT	08/20/09	...	...
2	ISSUED FOR CONSTRUCTION	08/20/09	...	...
3	ISSUED FOR AS-BUILT	08/20/09	...	...

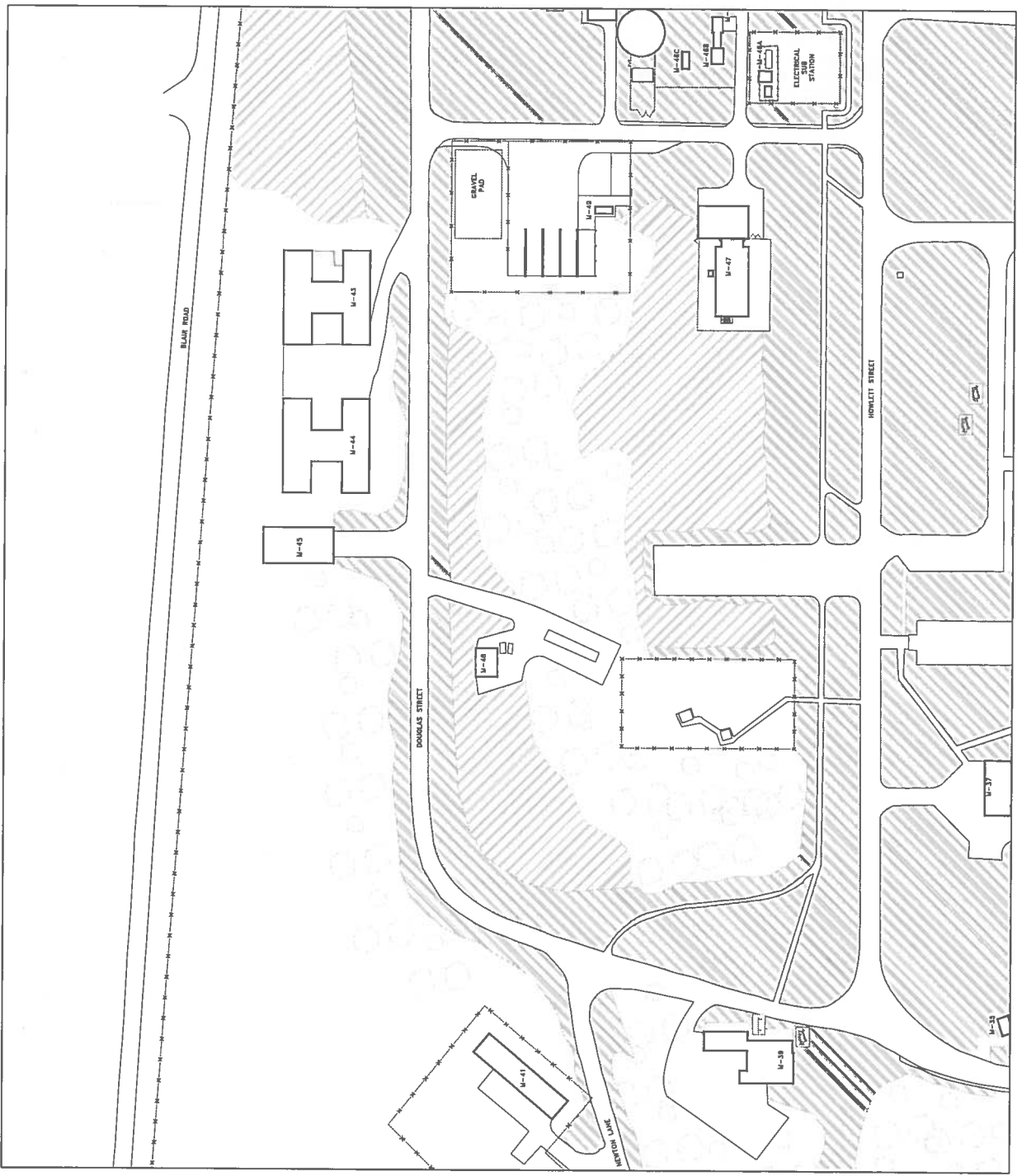
ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

NORTH: ROAD BITE - 1200
 NORTH: ROAD BITE - 1200
 NORTH: ROAD BITE - 1200

NORTH: ROAD BITE - 1200
 NORTH: ROAD BITE - 1200
 NORTH: ROAD BITE - 1200

DATE	08/20/09
SCALE	1/8" = 1'-0"
PROJECT	...
NO.	...

1155 NORTH 17TH STREET, NW
 WASHINGTON, DC 20545-0001
 PHONE: (301) 415-1000
 FAX: (301) 415-1001
 E-MAIL: nrc@nrc.gov



1 SUMMER MAINTENANCE
 SCALE = 1/8" = 1'-0"

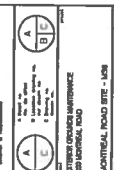


[Symbol]	EXISTING ROAD
[Symbol]	EXISTING DRIVE
[Symbol]	EXISTING DRIVE - CONCRETE, LANE
[Symbol]	NEW - DRIVE A
[Symbol]	NEW - DRIVE B
[Symbol]	EXISTING SIDEWALK

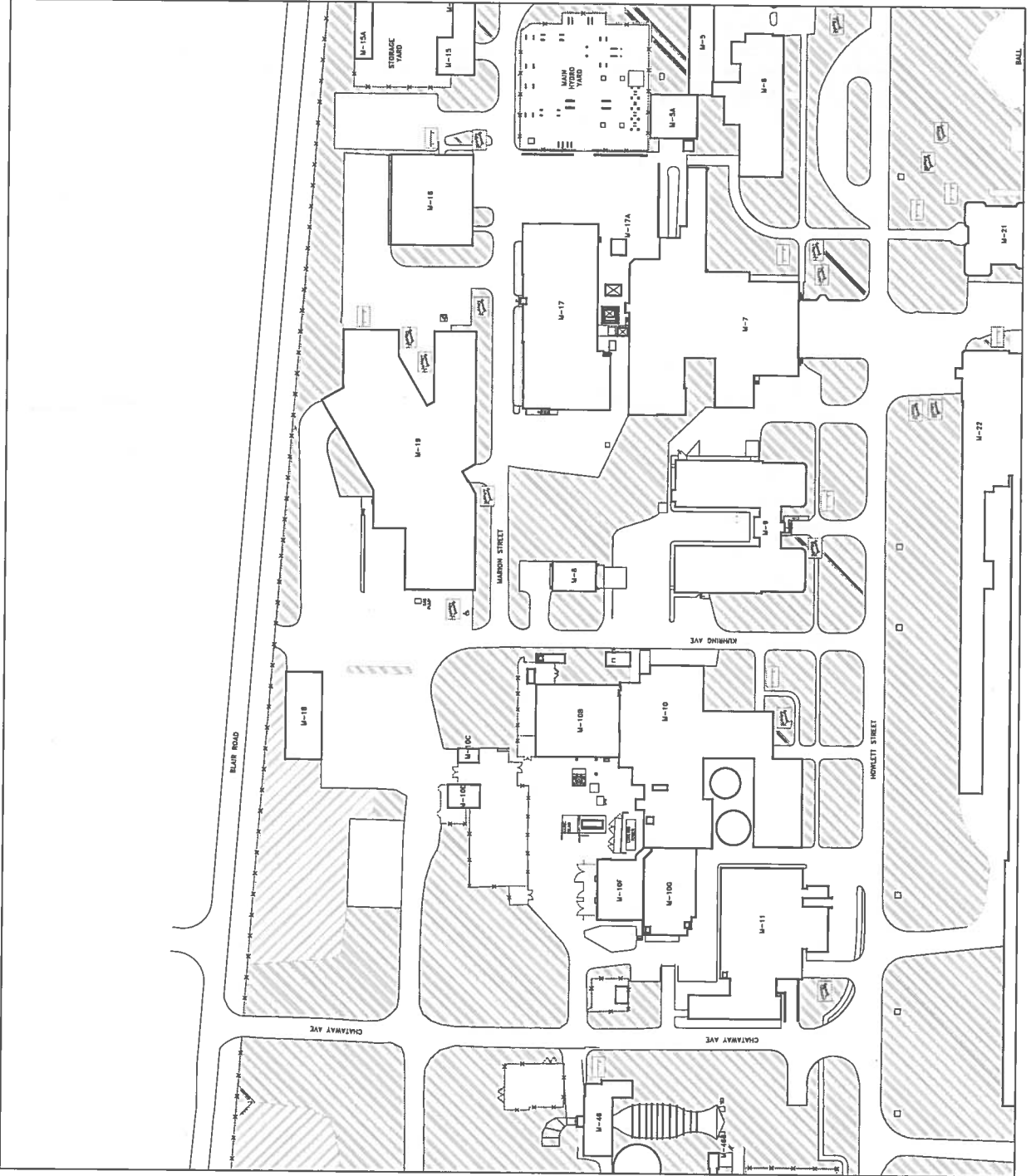
KEY PLAN



[Symbol]	EXISTING DRIVEWAY
[Symbol]	EXISTING DRIVEWAY - CONCRETE
[Symbol]	NEW DRIVEWAY
[Symbol]	NEW DRIVEWAY - CONCRETE
[Symbol]	NEW DRIVEWAY - ASPHALT
[Symbol]	NEW DRIVEWAY - GRAVEL
[Symbol]	NEW DRIVEWAY - SAND



SUMMER MAINTENANCE	
DATE	2024
SCALE	1:500
PROJECT NO. 24-0001-000	



1 SUMMER MAINTENANCE
SCALE = 1:500

ARC-CATC

ARC-CATC

LEGEND

- CONCRETE AREA
- GRAVEL
- ASPHALT
- EXISTING SITE CONDITIONS
- M-1 - CLASS 1
- M-2 - CLASS 2
- M-3 - CLASS 3
- M-4 - CLASS 4

KEY PLAN

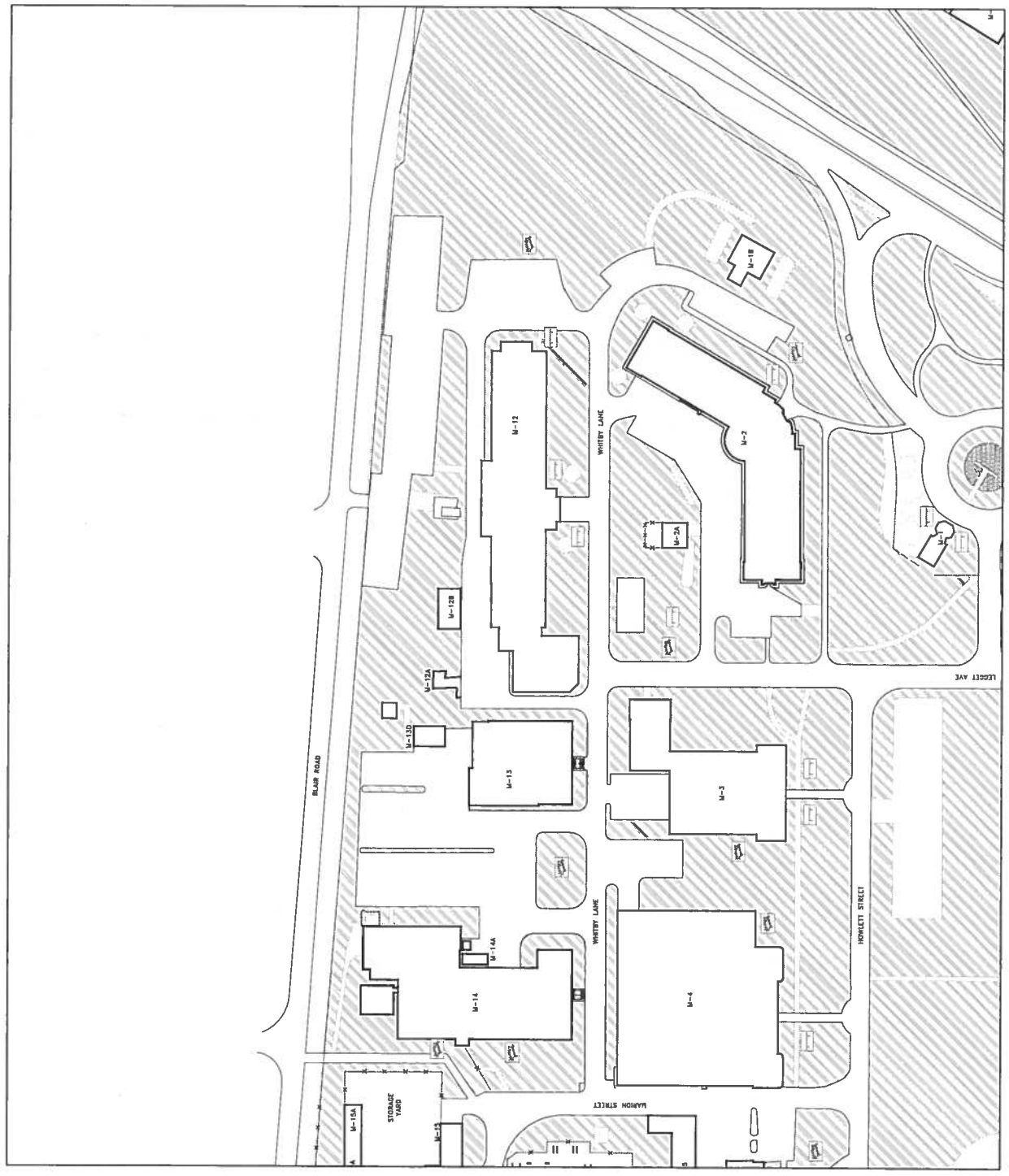


NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMITS	02/20/05		
2	ISSUED FOR CONSTRUCTION	03/03/05		
3	ISSUED FOR RECORD	03/03/05		



GENERAL NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARD DRAWINGS FOR ROADWAY CONSTRUCTION, 2004 EDITION, I-9000, PART 100, DIVISION 100, SECTION 101.00.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
 5. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING CURBS AND GUTTERS UNLESS OTHERWISE NOTED.
 6. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING SIDEWALKS UNLESS OTHERWISE NOTED.
 7. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS UNLESS OTHERWISE NOTED.
 8. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING LANDSCAPING UNLESS OTHERWISE NOTED.
 9. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING TREES UNLESS OTHERWISE NOTED.
 10. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES UNLESS OTHERWISE NOTED.

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMITS	02/20/05		
2	ISSUED FOR CONSTRUCTION	03/03/05		
3	ISSUED FOR RECORD	03/03/05		



1 SUMMER MAINTENANCE
 SCALE = 1"=50'



DATE: 02/20/05

ARC - CTRC
 1000 North 10th Street
 Phoenix, Arizona 85004
 (602) 955-4000

ARC - CTRC

LEGEND

- ROAD RIGHT
- ROAD LEFT
- ROAD CENTERLINE
- ROAD RIGHT OF WAY
- ROAD LEFT OF WAY
- ROAD RIGHT OF WAY
- ROAD LEFT OF WAY
- ROAD RIGHT OF WAY
- ROAD LEFT OF WAY

KEY PLAN



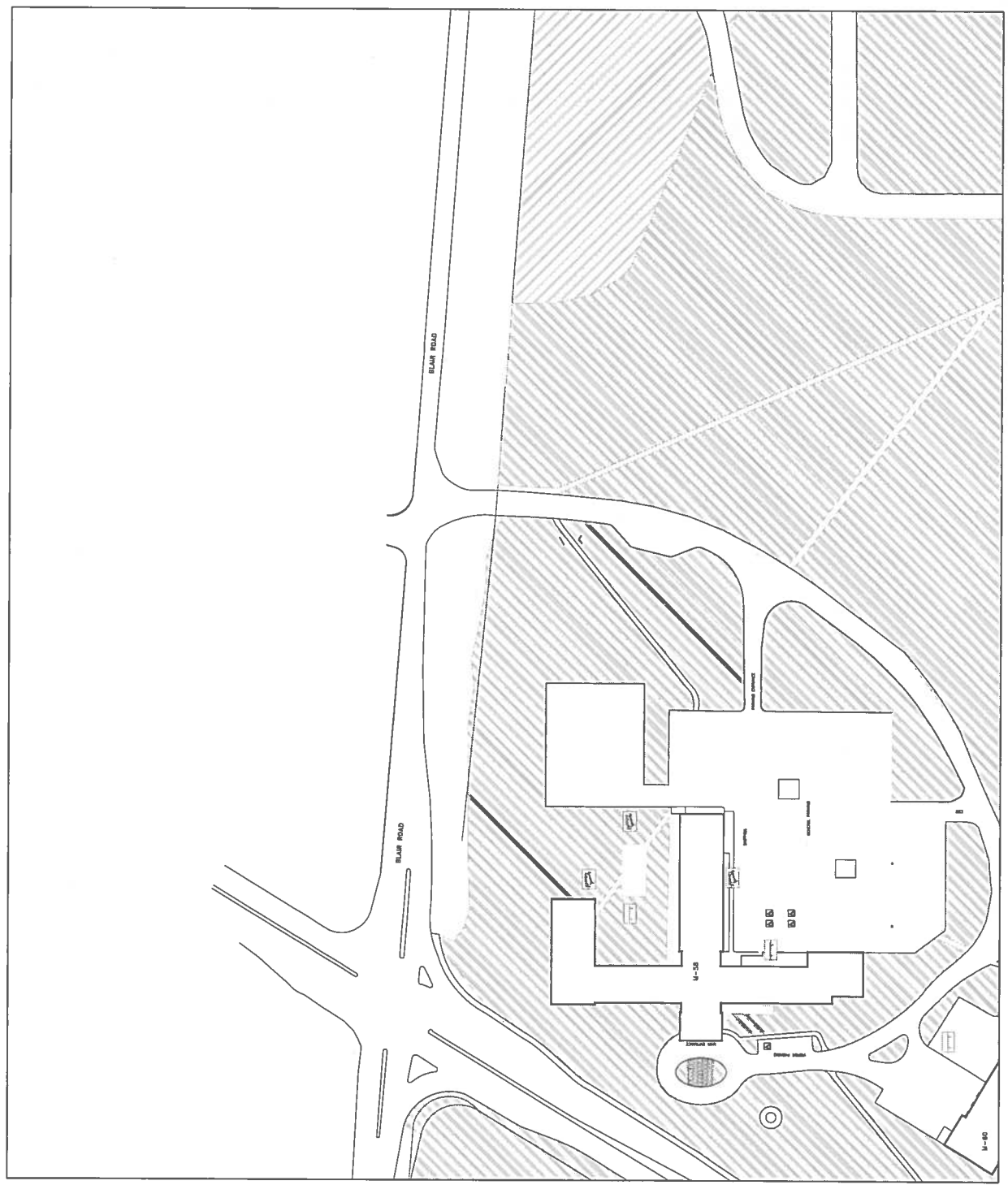
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	08/20/00	ARC
2	ISSUED FOR PERMITS	08/20/00	ARC
3	ISSUED FOR PERMITS	08/20/00	ARC
4	ISSUED FOR PERMITS	08/20/00	ARC
5	ISSUED FOR PERMITS	08/20/00	ARC
6	ISSUED FOR PERMITS	08/20/00	ARC
7	ISSUED FOR PERMITS	08/20/00	ARC
8	ISSUED FOR PERMITS	08/20/00	ARC
9	ISSUED FOR PERMITS	08/20/00	ARC
10	ISSUED FOR PERMITS	08/20/00	ARC

- A
- B
- C
- D
- E
- F
- G
- H
- I
- J
- K
- L
- M
- N
- O
- P
- Q
- R
- S
- T
- U
- V
- W
- X
- Y
- Z

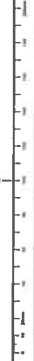
PERMITS OFFICE
 1000 NORTH 10TH STREET
 PHOENIX, ARIZONA 85004
 (602) 955-4000

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	08/20/00	ARC
2	ISSUED FOR PERMITS	08/20/00	ARC
3	ISSUED FOR PERMITS	08/20/00	ARC
4	ISSUED FOR PERMITS	08/20/00	ARC
5	ISSUED FOR PERMITS	08/20/00	ARC
6	ISSUED FOR PERMITS	08/20/00	ARC
7	ISSUED FOR PERMITS	08/20/00	ARC
8	ISSUED FOR PERMITS	08/20/00	ARC
9	ISSUED FOR PERMITS	08/20/00	ARC
10	ISSUED FOR PERMITS	08/20/00	ARC







M56-5002-805



1
 500
 SUMMER MAINTENANCE
 SCALE = 1:500









LEGEND

-  PROPOSED ROAD
-  EXISTING ROAD
-  RIGHT OF WAY
-  UTILITY
-  EASEMENT
-  SURVEY BOUNDARY

KEY PLAN



NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	08/20/06	ARC-CATC
2	REVISED	09/05/06	ARC-CATC
3	REVISED	09/05/06	ARC-CATC
4	REVISED	09/05/06	ARC-CATC
5	REVISED	09/05/06	ARC-CATC
6	REVISED	09/05/06	ARC-CATC
7	REVISED	09/05/06	ARC-CATC
8	REVISED	09/05/06	ARC-CATC
9	REVISED	09/05/06	ARC-CATC
10	REVISED	09/05/06	ARC-CATC

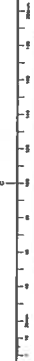
-  A: Right of Way
-  B: Proposed Road
-  C: Existing Road
-  D: Utility
-  E: Easement
-  F: Survey Boundary

PROJECT: SUMMER MAINTENANCE
 LOCATION: 1000 N. CENTRAL AVENUE
 DRAWN BY: [Name]
 CHECKED BY: [Name]

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	08/20/06	ARC-CATC
2	REVISED	09/05/06	ARC-CATC
3	REVISED	09/05/06	ARC-CATC
4	REVISED	09/05/06	ARC-CATC
5	REVISED	09/05/06	ARC-CATC
6	REVISED	09/05/06	ARC-CATC
7	REVISED	09/05/06	ARC-CATC
8	REVISED	09/05/06	ARC-CATC
9	REVISED	09/05/06	ARC-CATC
10	REVISED	09/05/06	ARC-CATC



1
 SUMMER MAINTENANCE
 SCALE: 1"=50'



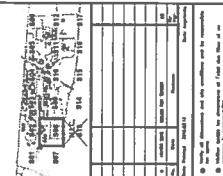
ARC-CATC
 1000
 1000
 1000

ARC-CATC

LEGEND

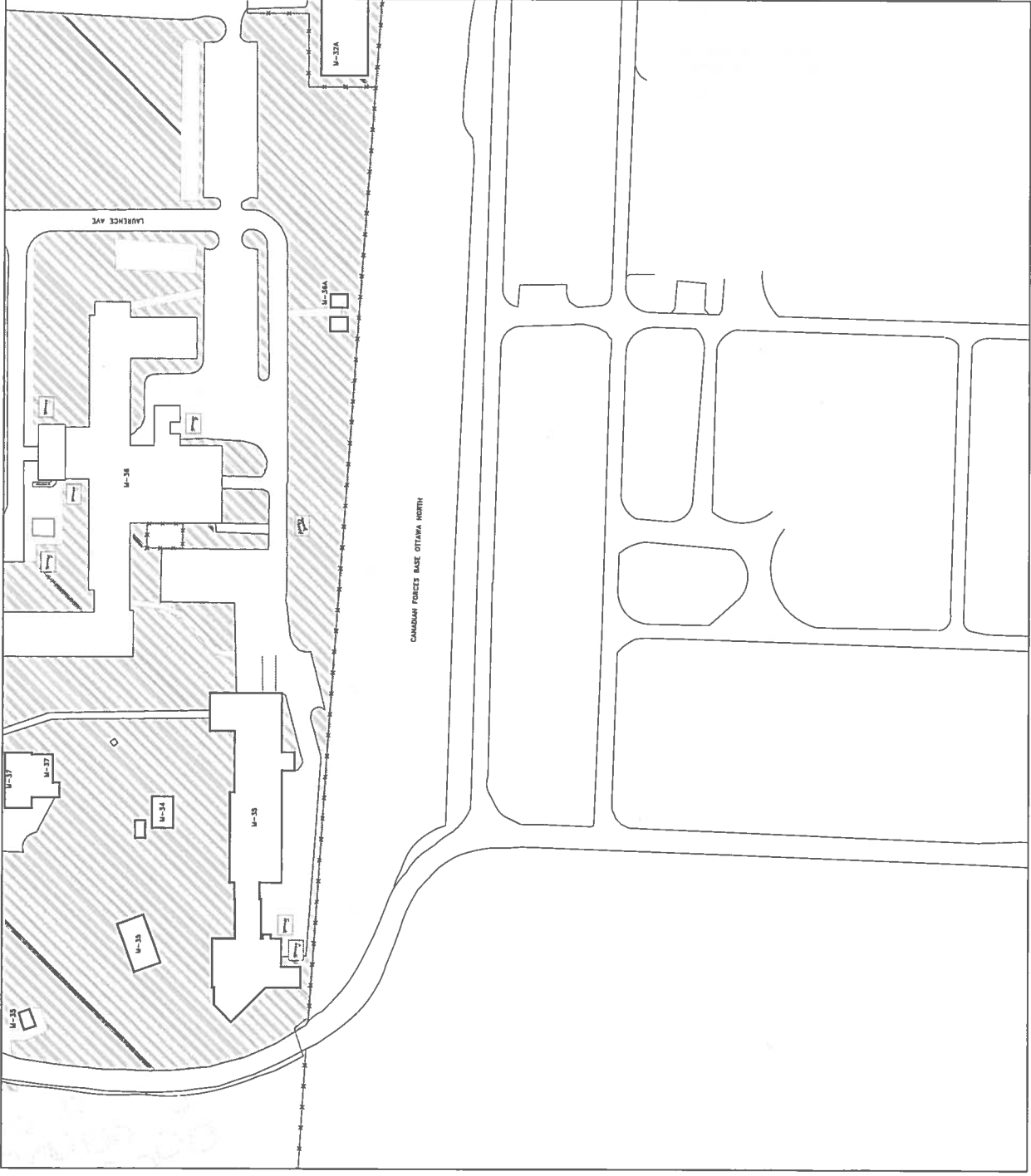
	CONCRETE AREA
	ASPHALT
	GRAVEL
	EXISTING CONCRETE SURFACE
	CLASS 1
	CLASS 2
	CLASS 3

KEY PLAN



NO.	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	10/20/05
2	ISSUED FOR CONSTRUCTION	10/20/05
3	ISSUED FOR CONSTRUCTION	10/20/05
4	ISSUED FOR CONSTRUCTION	10/20/05

MONTREAL ROAD SITE - 100	
SUMMER MAINTENANCE EXPANSION	
Project No.	100-0000
Scale	1:500
Author	1000
Checked	1000
Approved	1000
Date	10/20/05



SUMMER MAINTENANCE
 SCALE = 1:500



M56-0002-908

ARC-CARC

ARC-CARC

LEGEND

	FENCE LINE
	ROAD
	UTILITY
	CONCRETE CURB
	CONCRETE CURB
	CONCRETE CURB
	CONCRETE CURB
	CONCRETE CURB
	CONCRETE CURB

KEY PLAN



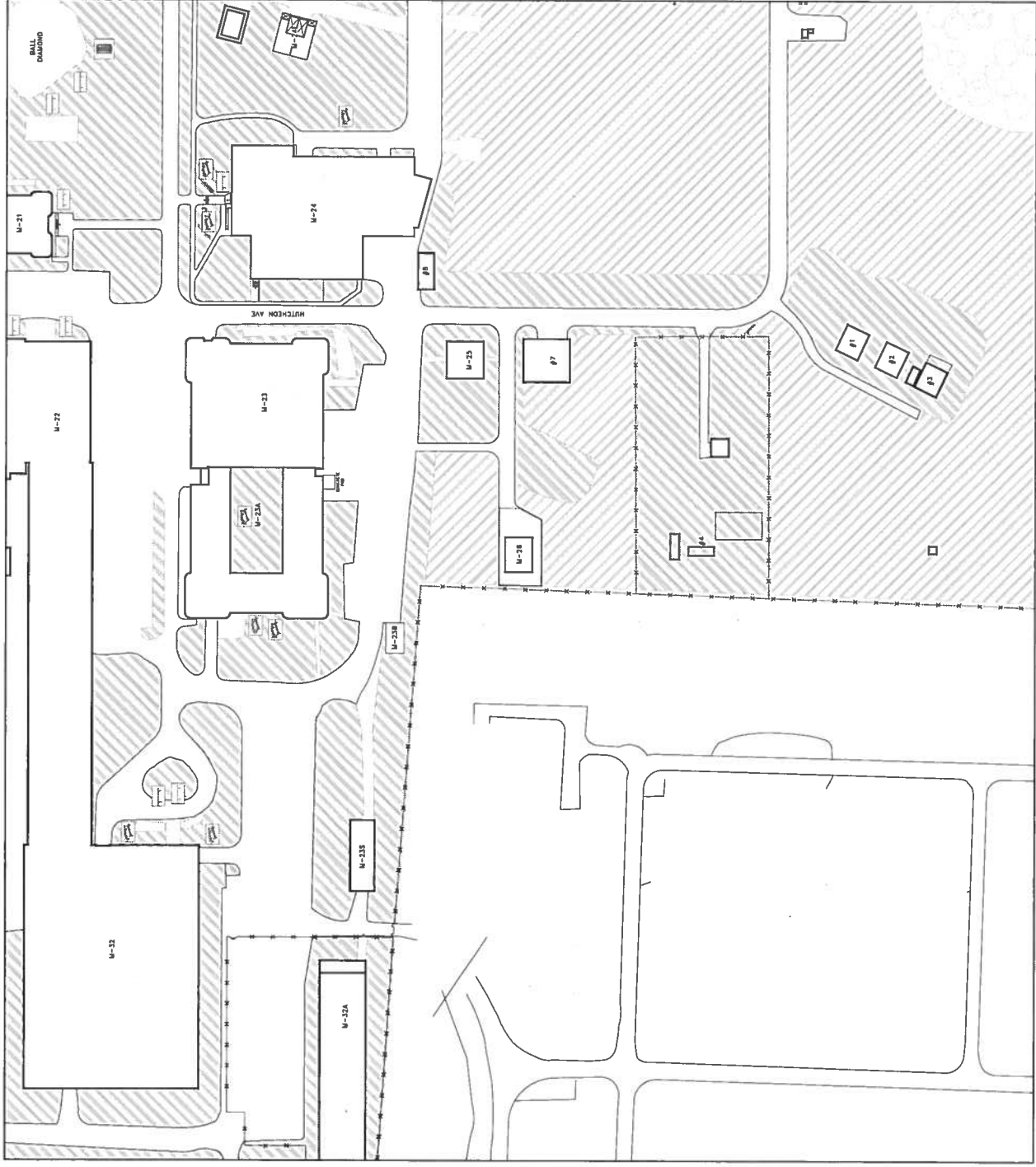
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	02/20/2023
2	ISSUED FOR PERMITS	02/20/2023
3	ISSUED FOR PERMITS	02/20/2023
4	ISSUED FOR PERMITS	02/20/2023
5	ISSUED FOR PERMITS	02/20/2023
6	ISSUED FOR PERMITS	02/20/2023
7	ISSUED FOR PERMITS	02/20/2023
8	ISSUED FOR PERMITS	02/20/2023
9	ISSUED FOR PERMITS	02/20/2023
10	ISSUED FOR PERMITS	02/20/2023



ARC-CARC

ARC-CARC

ARC-CARC



1
SUMMER MAINTENANCE
SCALE: 1" = 100'

M69-5002-809

[Symbol]	EXISTING ROAD
[Symbol]	PROPOSED ROAD
[Symbol]	EXISTING DRIVEWAY
[Symbol]	PROPOSED DRIVEWAY
[Symbol]	EXISTING SIDEWALK
[Symbol]	PROPOSED SIDEWALK
[Symbol]	EXISTING CURB
[Symbol]	PROPOSED CURB
[Symbol]	EXISTING LANDSCAPE
[Symbol]	PROPOSED LANDSCAPE

KEY PLAN



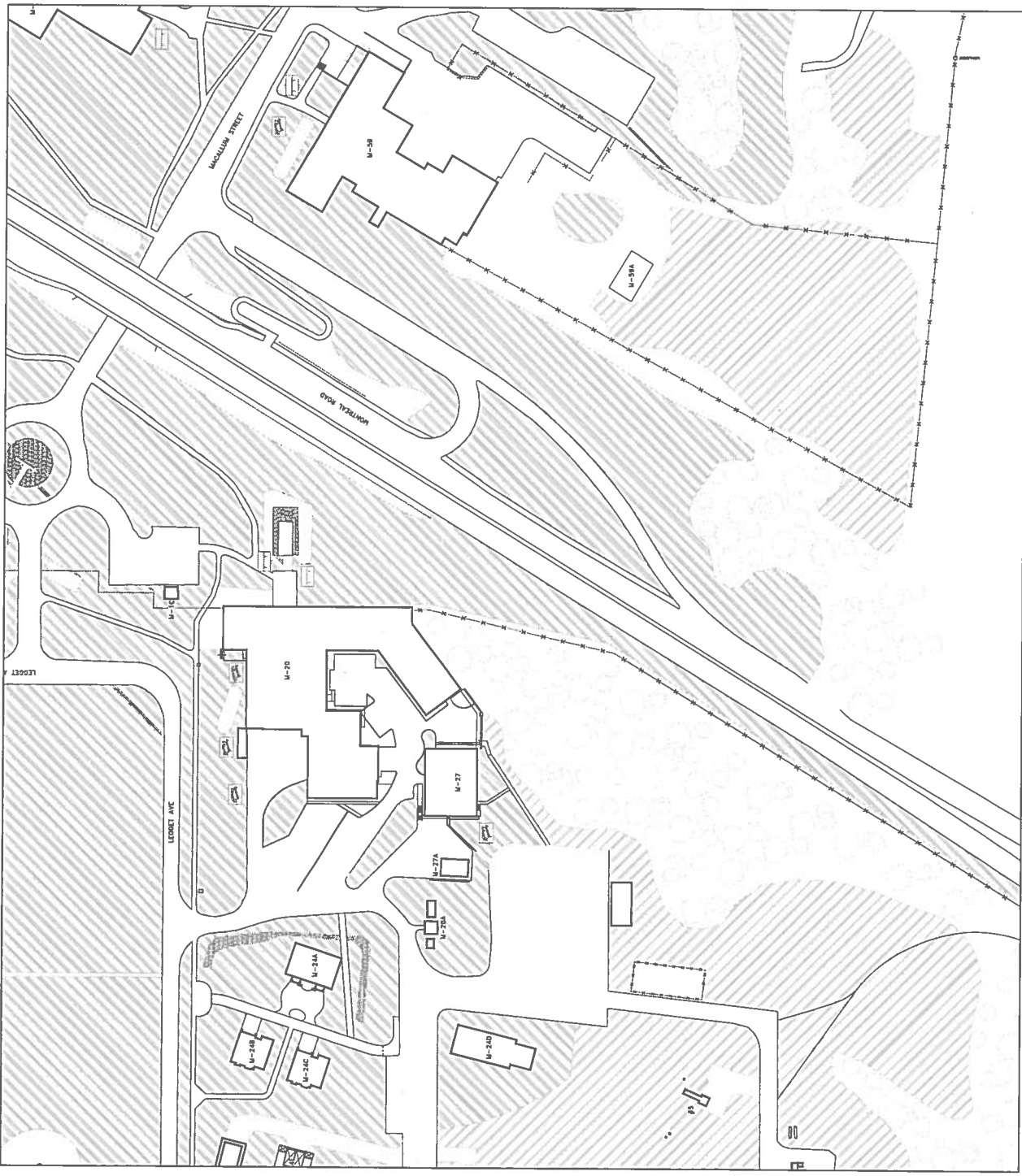
NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMITS			
2	ISSUED FOR CONSTRUCTION			
3	ISSUED FOR AS-BUILT			

[Symbol]	EXISTING ROAD
[Symbol]	PROPOSED ROAD
[Symbol]	EXISTING DRIVEWAY
[Symbol]	PROPOSED DRIVEWAY
[Symbol]	EXISTING SIDEWALK
[Symbol]	PROPOSED SIDEWALK
[Symbol]	EXISTING CURB
[Symbol]	PROPOSED CURB
[Symbol]	EXISTING LANDSCAPE
[Symbol]	PROPOSED LANDSCAPE

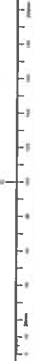
PROJECT: MONTREAL ROAD SITE - LANS
 DRAWING: SUMMER MAINTENANCE OPERATIONS

DATE:	NOV 2015
SCALE:	AS SHOWN
DRAWN BY:	JL
CHECKED BY:	JL
DATE:	NOV 2015
SCALE:	AS SHOWN
DRAWN BY:	JL
CHECKED BY:	JL

156-5002-810



1 SUMMER MAINTENANCE
 SCALE = 1:500



ARC-CATC
 ARIZONA ROAD & CONSTRUCTION COMPANY
 1000 N. CENTRAL AVENUE, SUITE 100
 PHOENIX, ARIZONA 85004
 (602) 998-1111

ARC-CATC

LEGEND

	PROPOSED ROAD
	EXISTING ROAD
	UTILITY
	STORM SEWER STRUCTURE
	SEWER MANHOLE
	WATER MANHOLE
	FIRE HYDRANT
	SPOT ELEVATION
	SPOT ELEVATION
	SPOT ELEVATION

KEY PLAN

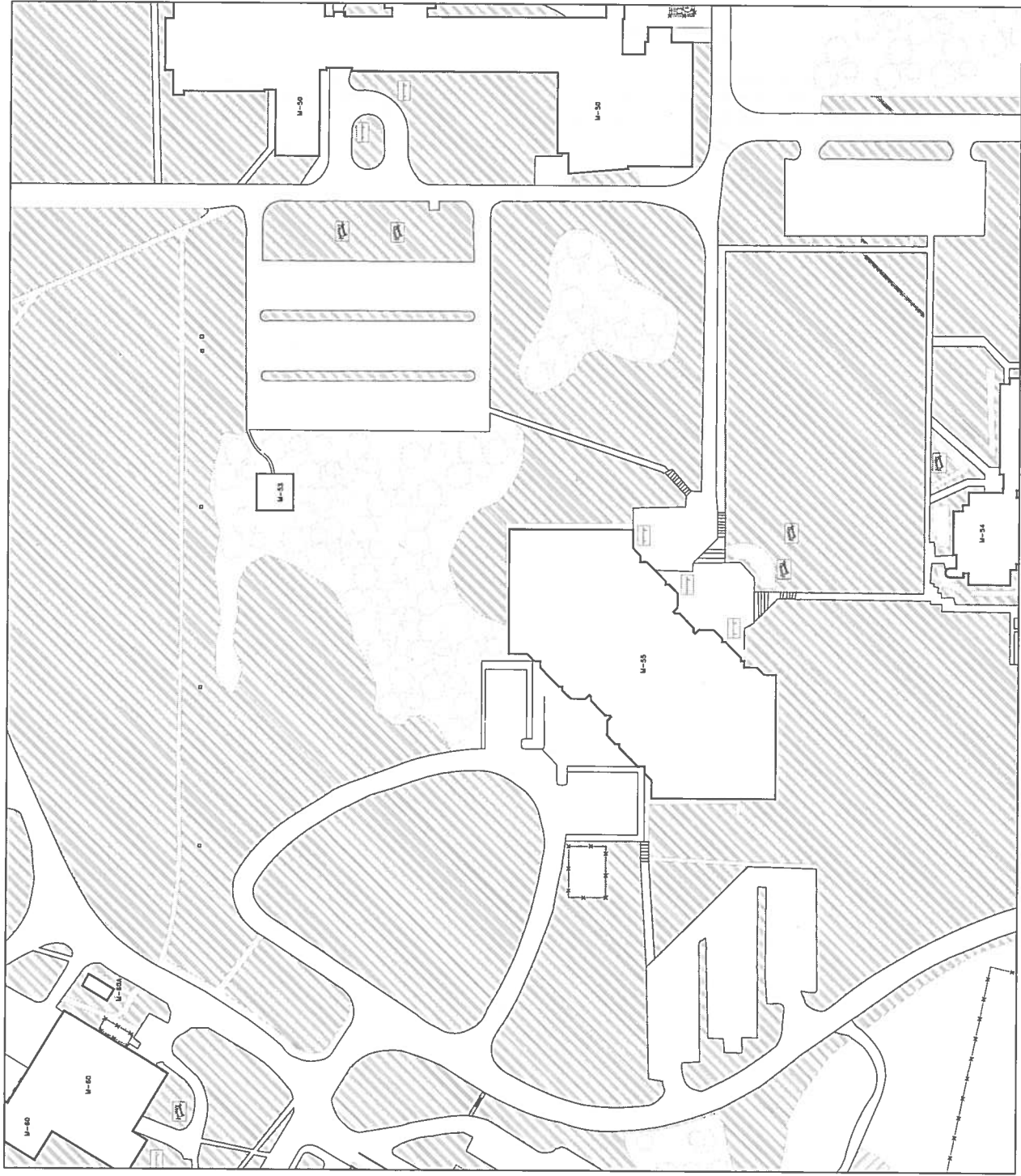


NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	02/20/05
2	ISSUED FOR PERMITS	02/20/05
3	ISSUED FOR PERMITS	02/20/05
4	ISSUED FOR PERMITS	02/20/05
5	ISSUED FOR PERMITS	02/20/05
6	ISSUED FOR PERMITS	02/20/05
7	ISSUED FOR PERMITS	02/20/05
8	ISSUED FOR PERMITS	02/20/05
9	ISSUED FOR PERMITS	02/20/05
10	ISSUED FOR PERMITS	02/20/05

APPROVED FOR PERMITS
 DATE: 02/20/05
 BY: [Signature]

APPROVED FOR PERMITS
 DATE: 02/20/05
 BY: [Signature]

PROJECT NO.	MS6-5002-871
DATE	02/20/05
SCALE	AS SHOWN
DESIGNED BY	[Signature]
CHECKED BY	[Signature]
DATE	02/20/05



1 SUMMER MAINTENANCE
 SCALE = 1/8" = 1'-0"



DATE: 02/20/05

LEGEND

	Paved Area
	Grass
	Asphalt
	Concrete
	Sand
	Gravel
	Earth
	Water
	Utility
	Structure
	Boundary

KEY PLAN



Lot No.	Area (sq. ft.)	Area (sq. m.)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
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15		
16		
17		
18		
19		
20		

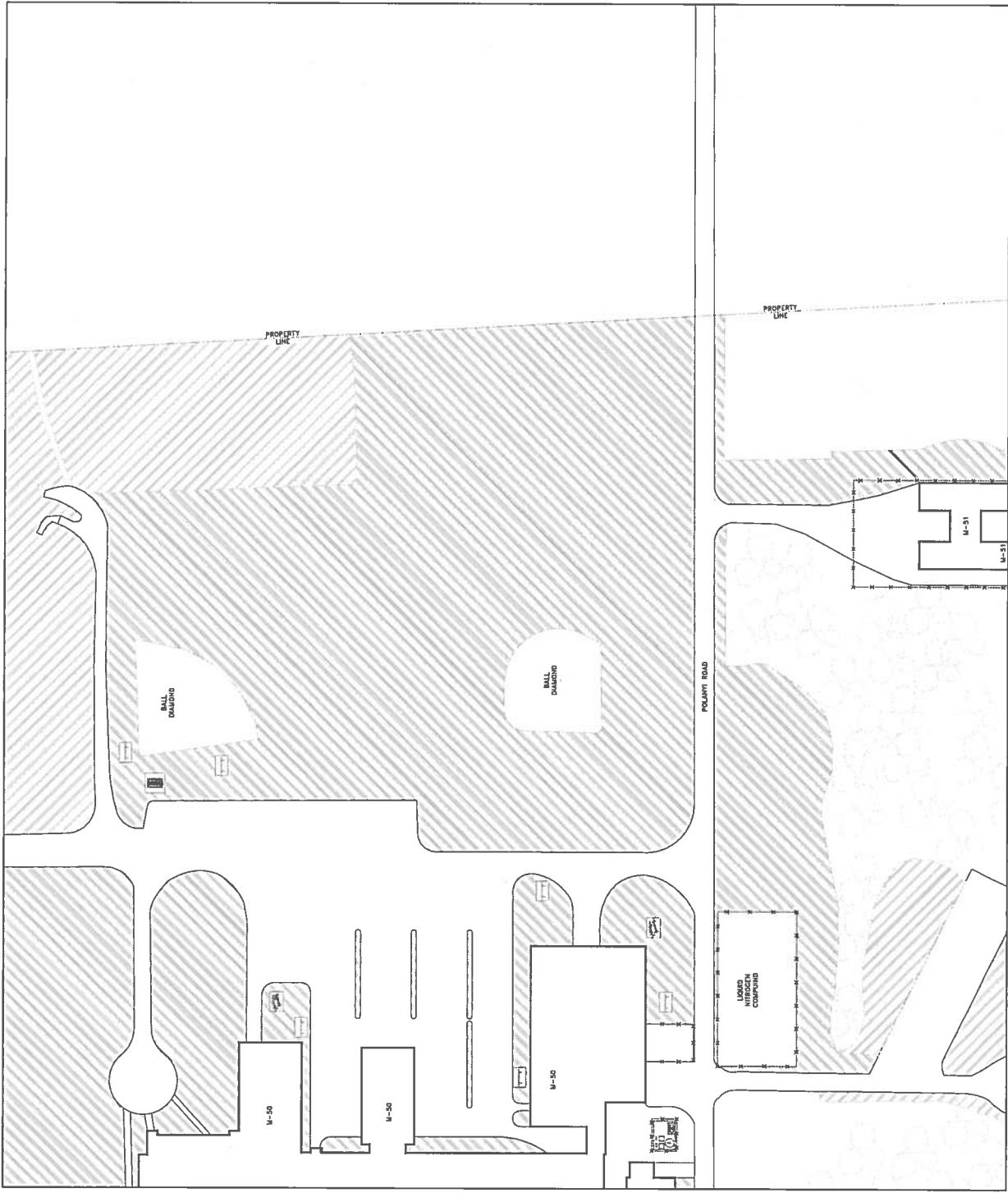
	A
	B
	C

1. All dimensions are in meters and shall be used for construction.
 2. All dimensions are in feet and shall be used for construction.
 3. All dimensions are in feet and shall be used for construction.

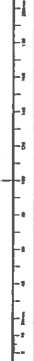
ESTRADA OBRAS DE MANUTENCAO
DO SISTEMA RODOVIARIO
MANTENCAO DE OBRAS DE MANUTENCAO

Projeto	10/1/00
Auto	10/1/00
Assunto	10/1/00
Localidade	10/1/00
Proprietario	10/1/00
Escala	10/1/00
Auto	10/1/00
Assunto	10/1/00
Localidade	10/1/00
Proprietario	10/1/00
Escala	10/1/00






M56-5002-512



1 SUMMER MAINTENANCE
 SCALE 1:1000



144
 NRC - CNRC
 LEGEND

-  PROPOSED ROAD
-  EXISTING ROAD
-  RIGHT-OF-WAY BOUNDARY
-  EASEMENT
-  UTILITY

KEY PLAN



NO.	DESCRIPTION	DATE	BY	CHECKED BY

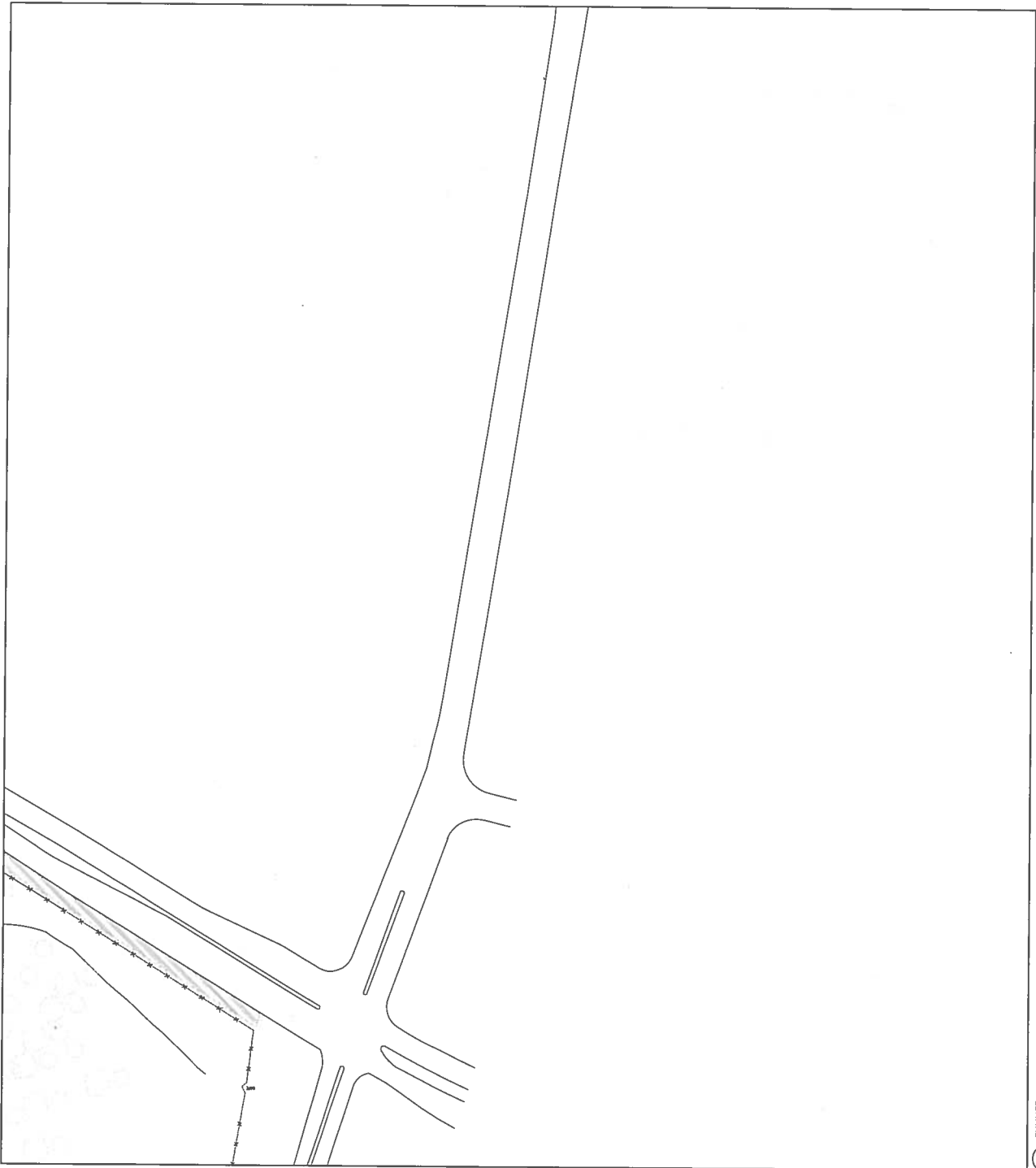
1. The work shown on this drawing shall be completed in accordance with the specifications and standards of the Province of Ontario.
 2. The work shown on this drawing shall be completed in accordance with the specifications and standards of the Province of Ontario.

A
 B
 C
 D
 E
 F
 G
 H
 I
 J
 K
 L
 M
 N
 O
 P
 Q
 R
 S
 T
 U
 V
 W
 X
 Y
 Z

MONTREAL ROAD SITE - M28
 SUMMER MAINTENANCE EXPANSION

NO.	DESCRIPTION	DATE	BY	CHECKED BY

M66-5002-S15
 SCALE = 1:500



1
 S15
 SUMMER MAINTENANCE
 SCALE = 1:500

LEGEND

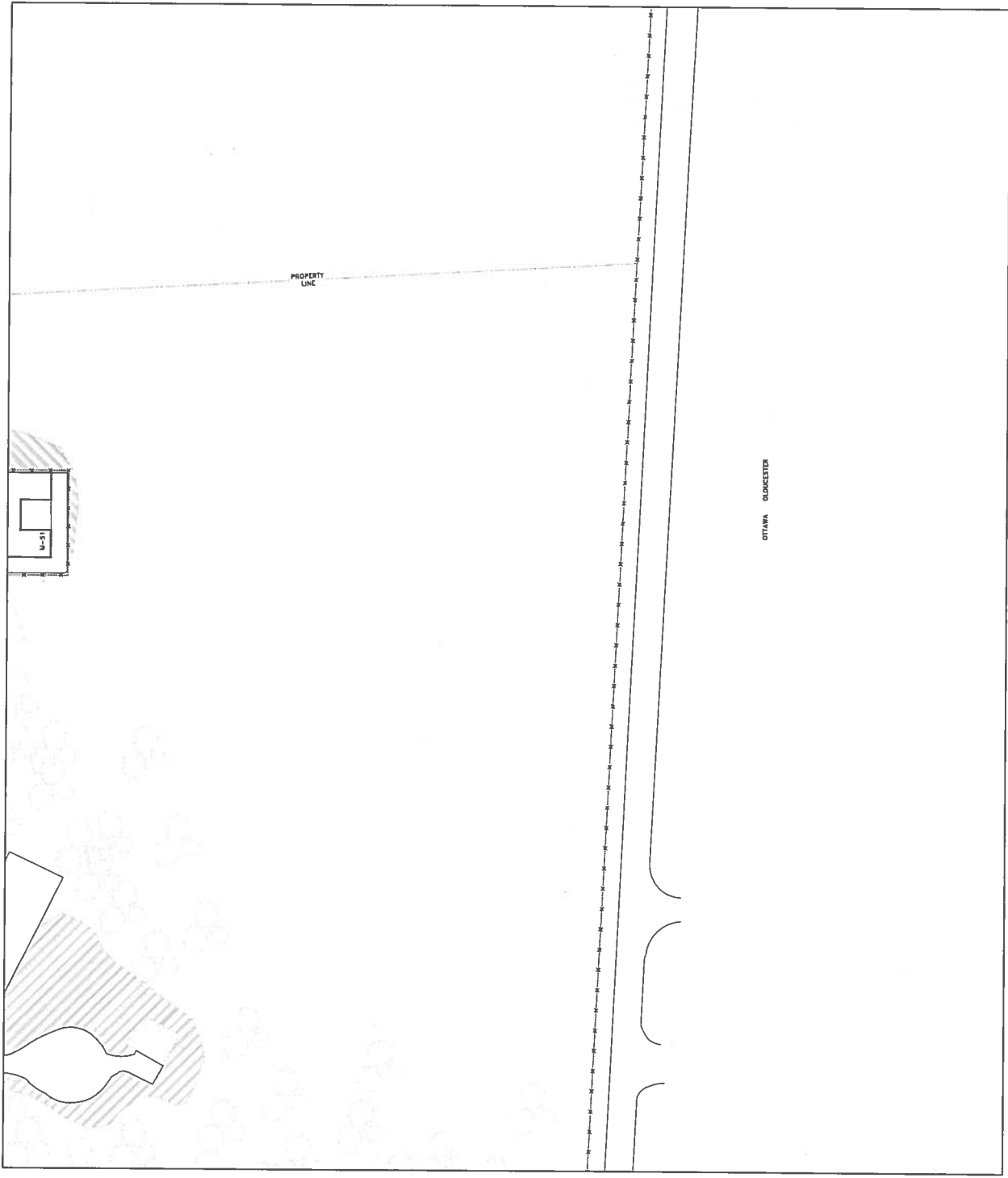
- PROPOSED ROAD
- EXISTING ROAD
- EXISTING SIDEWALK
- EXISTING DRIVEWAY
- EXISTING UTILITY LINE
- PROPOSED UTILITY LINE
- PROPOSED DRIVEWAY
- PROPOSED SIDEWALK
- PROPOSED PROPERTY LINE

KEY PLAN

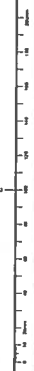


NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	10/15/2019	[Signature]	[Signature]
2	ISSUED FOR CONSTRUCTION	10/15/2019	[Signature]	[Signature]

NOTICE TO CONTRACTOR
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL CONDITION.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXCESS MATERIAL FROM THE SITE.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL WASTE MATERIAL PROPERLY.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL AREAS IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS.
 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY NOTICES.
 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ORDERS.
 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DECISIONS.
 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DIRECTIONS.
 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ADVICE.
 16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ASSISTANCE.
 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SUPPORT.
 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HELP.
 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AID.
 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOUVENIRS.



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 SUMMER MAINTENANCE
 SCALE = 1:200
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Request for Proposal (RFP) Declaration Form- Page 1

Solicitation Number:

Project Title:

National Research Council Canada (NRC)

Name of Proponent:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Postal/ZIP Code:

Prov./Terr./State:

Postal/ZIP Code:

Telephone Number: ()

Fax Number: ()

Preferred Language of Correspondence: English French

Type of Organization

Sole Proprietorship

Incorporated Joint Venture

Partnership

Limited Partnership Joint Venture

Corporation

Partnership Joint Venture

Contractual Joint Venture

Size of Organization

Number of Employees _____

Graduate Architects/
Prof. Engineers: _____

Other Professionals _____

Technical Support _____

Other _____

Employment Equity

The Federal Contractors Program for Employment Equity requires that some organizations bidding for federal government contracts make a formal commitment to implement employment equity, as a pre-condition to the validation of their bids. All proponents must check the applicable box(es) below. Failure to do so may render the bid non-responsive.

Program Requirements do not apply for the following reason(s)

Bid is less than \$1,000,000.00

This organization has fewer than 100 permanent part-time and/or full time employees across Canada

This organization is a federally regulated employer

or, program requirements do apply:

Copy of signed Certificate of Commitment is enclosed; or

Certificate number is: _____

- Note:**
1. The Federal Contractors Program for Employment Equity applies to Canadian-based proponents only.
 2. The Certificate of Commitment, criteria and other information about the Federal Contractors Program for Employment Equity, are available on the MERX Government Electronic Tendering Service.

Request for Proposal (RFP) Declaration Form - Page 2

Name of Proponent:

Solicitation Number:

Project Title:

This Request for Proposal (RFP) Declaration Form must form part of any proposal. Failure to include such representation and warranty with the proposal by executing the signature block below will render the proposal as non-responsive. The completed form should be included with your Proposal.

DECLARATION: I, the undersigned, being a principal of the proponent, hereby certify that the information given on this form and in the attached Proposal is accurate to the best of my knowledge.

Name (print): _____

Capacity: _____

Signature _____

Telephone Number: () _____

Date: _____

NRC contact will be with the above named person.