



## 0220 General Conditions

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## GC 1 Definitions

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

**Bank Rate** means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association.

**NRC, Canada, Crown, Her Majesty or the Government** means Her Majesty the Queen in right of *Canada*;

**Construction Contract** means a contract entered into between *NRC* and a *Contractor* for the construction of the Project;

**Construction Contract Award Price** means the price at which a *Construction Contract* is awarded to a *Contractor*;

**Construction Cost Estimate** means an anticipated amount for which a *Contractor* will execute the construction of the Project;

**Construction Cost Limit** means that portion of the total amount of Project funds which shall not be exceeded on construction of the Project;

**Consultant** means the party which submitted a responsive proposal which was accepted by *NRC* to perform the *Consultant Services* under the Agreement, and includes the officer or employee of the *Consultant* identified in writing by the *Consultant*;

**Contracting Authority** means the party identified on the front cover page to whom inquiries are to be addressed;

**Contractor** means a person, firm or corporation with whom *NRC* enters, or intends to enter, into a *Construction Contract*;

**Cost Plan** means the allocation of proposed costs among the various elements of the Project, as described in the *Project Brief or Terms of Reference*;

**Days** means continuous calendar days, including weekends and statutory public holidays;

**NRC Representative** means the officer or employee of *NRC* identified in writing by a duly authorised *NRC* officer to perform the *NRC Representative's* duties under the Agreement;

**Mediation** is a process of dispute resolution in which a neutral third party assists the parties involved in a dispute to negotiate their own settlement;



**Payroll Cost** means the actual cost of any person employed by the *Consultant* or the *Consultant's Sub-Consultants* as a staff member, including principals employed as staff members, and includes an amount for salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums, and such other employee benefits as may be approved by the *NRC Representative*;

**Project Brief or Terms of Reference** means a document describing in sufficient detail the *Services* to be provided by the *Consultant* to permit the *Consultant* to proceed with the *Services* and may include general project information, scope of the work, site and design data, and time plan, specifically related to the Project;

**Project Schedule** means a time plan, including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project;

**Service(s)** means the *Consultant Services* and *Project Services* as set forth in the Agreement;

**Specialist Consultant** means any Architect, Professional Engineer, or other specialist, other than the *Consultant*, engaged by *NRC* directly or, at the specific request of *NRC*, engaged by the *Consultant* for "Additional Services";

**Sub-Consultant** means any Architect, Professional Engineer, or other specialist engaged by the *Consultant* for the *Services* included in the Agreement;

**Technical Documentation** includes designs, reports, photographs, physical models, surveys, drawings, specifications, computer software developed for the purpose of the Project, computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced and operating and maintenance manuals either prepared or collected for the Project.

## **GC 2 Interpretations**

1. Words importing the singular only also include the plural, and vice versa, where the context requires;
2. Headings or notes in the Agreement shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
3. "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Agreement as a whole and not to any particular subdivision or part thereof.

## **GC 3 Successors and Assigns**

1. The Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their lawful heirs, executors, administrators, successors and assigns.



#### **GC 4 Assignment**

1. The Agreement shall not be assigned, in whole or in part, by the *Consultant* without the prior consent of *NRC*. After a request for assignment has been received from the *Consultant*, a decision shall be given by *NRC* to the *Consultant* in a timely manner.
2. An assignment of the Agreement without such consent shall not relieve the *Consultant* from any obligation under the Agreement, or impose any liability upon *NRC*.

#### **GC 5 Administration**

1. *NRC* shall not transfer the administration of the Agreement to another federal department or agency without giving prior notice to the *Consultant*.

#### **GC 6 Indemnification**

1. The *Consultant* shall indemnify and save harmless *NRC*, its employees and agents, from losses arising out of the errors, omissions or negligent acts of the *Consultant*, its employees and agents, in the performance of the *Services* under the Agreement.
2. The *Consultant's* liability to indemnify or reimburse *NRC* under the Agreement shall not affect or prejudice *NRC* from exercising any other rights under law.

#### **GC 7 Notices**

1. Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to the Agreement, shall be in writing, and shall be deemed to have been effectively given when:
  - (a) served personally, on the day it is delivered;
  - (b) forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
  - (c) forwarded by facsimile or other electronic means of transmission, one working day after it was transmitted.
2. The address of either party, or the person authorised to receive notices, may be changed by notice in the manner set out in this provision.

#### **GC 8 Suspension**

1. The *NRC Representative* may require the *Consultant* to suspend the *Services* being provided, or any part thereof, for a specified or unspecified period.



2. If a period of suspension does not exceed sixty (60) *days* and when taken together with other periods of suspension does not exceed ninety (90) *days*, the *Consultant* shall, upon the expiration of that period, resume the performance of the *Services* in accordance with the terms of the Agreement, subject to any agreed adjustment of the time schedule.
3. If a period of suspension exceeds sixty (60) *days* or when taken together with other periods of suspension, the total exceeds ninety (90) *days*, and:
  - (a) the *NRC Representative* and the *Consultant* agree that the performance of the *Services* shall be continued, then the *Consultant* shall resume performance of the *Services*, subject to any terms and conditions agreed upon by the *NRC Representative* and the *Consultant*, or
  - (b) the *NRC Representative* and the *Consultant* do not agree that the performance of the *Services* shall be continued, then the Agreement shall be terminated by notice given by *NRC* to the *Consultant*, in accordance with the terms of GC 10.
4. Suspension costs related to this clause are as outlined in GC9.

#### **GC 9 Suspension Costs**

1. During a period of suspension of the *Services* pursuant to GC 8 the *Consultant* shall minimize all costs and expenses relating to the *Services* that may occur during the suspension period.
2. Within fourteen (14) days of notice of such suspension, the *Consultant* shall submit to the *NRC Representative* a schedule of costs and expenses, if any, that the *Consultant* expects to incur during the period of suspension, and for which the *Consultant* will request reimbursement.
3. Payment shall be made to the *Consultant* for those costs and expenses that are substantiated as having been reasonably incurred during the suspension period.

#### **GC 10 Termination**

1. *NRC* may terminate the Agreement at any time, and the fees paid to the *Consultant* shall be in accordance with the relevant provisions in GC 11.

#### **GC 11 Termination Costs**

1. In the event of termination of the Agreement pursuant to GC 10, *NRC* shall pay, and the *Consultant* shall accept in full settlement, an amount based on these Terms of Payment, for *Services* satisfactorily performed, plus an amount to compensate the *Consultant* for reasonable costs and expenses, if any, that are related to the *Services* not performed and incurred after the date of termination.
2. Within fourteen (14) days of notice of such termination, the *Consultant* shall submit to the *NRC Representative* a schedule of costs and expenses incurred plus any additional costs that the *Consultant* expects to incur after the date of termination, and for which the *Consultant* will request reimbursement.
3. Payment shall be made to the *Consultant* for those costs and expenses that are substantiated as having been reasonably incurred after the date of termination.



## GC 12 Taking the Services Out of the Consultant's Hands

1. *NRC* may take all or any part of the *Services* out of the *Consultant's* hands and may employ reasonable means necessary to complete such *Services* in the event that:
  - (a) the *Consultant* has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to the *Consultant's* creditors nor filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, or
  - (b) the *Consultant* fails to perform any of the *Consultant's* obligations under the Agreement or, in the *NRC's* opinion, so fails to make progress as to endanger performance of the Agreement, in accordance with its terms.
2. If the *Consultant* has become insolvent or has committed an act of bankruptcy, and has either made a proposal to the *Consultant's* creditors or filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the proposal or the notice of intention to *NRC*.
3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under GC 12.1(b), the *NRC Representative* shall provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of such notice such default shall not have been corrected or corrective action initiated to correct such fault, *NRC* may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.
4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* shall be liable for, and upon demand pay to *NRC*, an amount equal to all loss and damage suffered by *NRC* by reason of the non-completion of the *Services* by the *Consultant*.
5. If the *Consultant* fails to pay on demand for the loss or damage as a result of GC 12.4, *NRC* shall be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of GC 12.1(b) and GC 12.3, the amount referred to in GC 12.5 shall remain in the Consolidated Revenue Fund until an Agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in GC 9 and in accordance with the terms of the Agreement.
7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Agreement, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.



### GC 13 Payments to the Consultant

1. The *Consultant* shall be entitled to receive progress payments at monthly or other agreed intervals, subject to the limitations of the Calculation of Fees clause herein, if applicable. Such payments shall be made not later than the due date. The due date shall be the 30th day following receipt of a properly submitted invoice.
2. The properly submitted invoice shall be an invoice delivered to the *NRC Representative* in the agreed format with sufficient detail and information to permit verification. The invoice shall also identify, as separate items:
  - (a) the amount of the progress payment being claimed for *Services* satisfactorily performed,
  - (b) the amount for any tax calculated in accordance with the applicable federal legislation, and
  - (c) the total amount which shall be the sum of the amounts referred to in GC 13.2(a) and GC 13.2(b).
3. The amount of the tax shown on the invoice shall be paid by *NRC* to the *Consultant* in addition to the amount of the progress payment for *Services* satisfactorily performed.
4. The *NRC Representative* shall notify the *Consultant* within fifteen (15) days after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than thirty (30) days after receipt of the corrected invoice or the required information.
5. Upon completion of each Service as described elsewhere in the Agreement, provided at least one progress payment has been made, the *Consultant* shall provide a Statutory Declaration evidencing that all the *Consultant's* financial obligations for *Services* rendered to the *Consultant* or on the *Consultant's* account, in connection with the Agreement, have been satisfied, before any further payment is made.
6. Upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, of an alleged non payment to the *Sub-Consultant*, the *NRC Representative* may provide the *Sub-Consultant* with a copy of the latest approved progress payment made to the *Consultant* for the *Services*.
7. Upon the satisfactory completion of all *Services*, the amount due, less any payments already made, shall be paid to the *Consultant* not later than thirty (30) days after receipt of a properly submitted invoice, together with the Final Statutory Declaration in accordance with GC 13.5.

### GC 14 Delayed Payment

1. Subject to GC 14.4 below, if *NRC* delays in making a payment that is due in accordance with GC 13, the *Consultant* will be entitled to receive interest on the amount that is overdue for the period of time as defined in GC 14.2 including the day previous to the date of payment. Such date of payment shall be deemed to be the date on the cheque



given for payment of the overdue amount. An amount is overdue when it is unpaid on the first day following the due date described in GC 13.1.

2. Except as provided for in GC 14.4, interest shall be paid automatically on all amounts that are not paid by the due date or fifteen (15) *days* after the *Consultant* has delivered a Statutory Declaration in accordance with GC 13.5 or GC 13.7.7, whichever is the later.
3. The rate of interest shall be the *Average Bank Rate* plus 3 percent per year on any amount which is overdue pursuant to GC 14.1.
4. With respect to amounts which are less than fifteen (15) *days* overdue, no interest shall be payable or paid if a payment is made within the said fifteen (15) *days* unless the *Consultant* so demands after such amounts have become due.

#### **GC 15 Records to be Kept by the Consultant**

1. The *Consultant* shall keep accurate time sheets and cost records and, if required for the purposes of the Agreement, shall make these documents available at reasonable times to the *NRC Representative* who may make copies and take extracts therefrom.
2. The *Consultant* shall afford facilities for audit and inspection at mutually agreeable times and at places where the relevant documents are located, and shall provide the *NRC Representative* with such information as *NRC* may from time to time require with reference to the documents referred to in GC 15.1.
3. The *Consultant* shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least two (2) years following completion of the *Services*.

#### **GC 16 National or Departmental Security**

1. If the *NRC Representative* is of the opinion that the Project is of a class or kind that involves national or departmental security, the *Consultant* may be required:
  - (a) to provide any information concerning persons employed for purposes of the Agreement unless prohibited by law;
  - (b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and
  - (c) to retain the Project *Technical Documentation* while in the *Consultant's* possession in a manner specified by *NRC*.
2. If the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project *Technical Documentation* on another project without the written consent of *NRC*.





#### **GC 17 Copyright and Reuse of Documents**

1. Except as otherwise specified in the Supplementary Conditions any copyright in any and all documents which are instruments of the *Services* for this Project, and are prepared by or under the direction of the *Consultant*, shall belong to the *Consultant*.
2. *NRC* may, after consultation with the *Consultant*, reuse for another Project the documents referred to in GC 17.1, and shall pay to the *Consultant* for such reuse an appropriate fee based on current practice.

#### **GC 18 Conflict of Interest**

1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Agreement, the *Consultant* shall declare it immediately to *NRC Representative*.
2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
4. No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from the Agreement.

#### **GC 19 Status of Consultant**

1. The *Consultant* is engaged under the Agreement as an independent *Consultant* for the sole purpose of providing *Services*.
2. Neither the *Consultant* nor any of the *Consultant's* employees shall be regarded as employees or agents of *NRC*.
3. The *Consultant*, as employer, agrees to be solely responsible for any and all payments and deductions required to be made by law, including those required for *Canada* or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation, and Income Tax.

#### **GC 20 Declaration by Consultant**

1. The *Consultant* declares that:
  - (a) based on the information provided pertaining to the *Services* required under the Agreement, the *Consultant* has been provided sufficient information by the *NRC Representative* to enable the *Services* required under the Agreement to proceed



and is competent to perform the *Services* and has the necessary licenses and qualifications including the knowledge, skill and ability to perform the *Services*;

- (b) the quality of *Services* to be provided by the *Consultant* shall be consistent with generally accepted professional standards and principles.

## GC 21 Insurance

### 21.1 General

1. The Consultant, at the Consultant's expense, shall obtain and maintain, or shall cause to be obtained and maintained, insurance contracts in respect of the *Services*, and in accordance with the requirements of this General Condition.
2. Within thirty (30) days after acceptance of the Consultant's proposal by *NRC*, the Consultant shall, unless otherwise directed in writing by the Contracting Authority, deposit with the Contracting Authority an **Insurer's Certificate of Insurance** in the form displayed in this document and, if requested by the Contracting Authority, the originals or certified true copies of all contracts of insurance maintained by or on behalf of the Consultant and the Consultant's Sub-Consultants as might be applicable pursuant to the insurance coverage requirements contained in the proposal documents. Thereafter, during and after the performance of the *Services*, the Consultant shall provide the Contracting Authority, on request, with verification satisfactory to the Contracting Authority that the required insurance coverage is in place.
3. The Consultant shall provide **annually** to the Contracting Officer an Insurer's Certificate of Insurance until the services provided by the Consultant under the contract are completed.
4. Upon **completion** of the services the Consultant shall produce certification that the insurance coverage for Professional Liability/Errors and Omissions Liability will be maintained for the period of five (5) years after the completion of services, which shall be the date of either:
  - substantial performance of the work for each construction phase; or
  - suspension or abandonment of the project
5. The provisions of these insurance coverage requirements are not intended to cover all of the Consultant's indemnification obligations. Any additional insurance coverage the Consultant may deem necessary to fulfil the Consultant's obligations shall be at the Consultant's discretion and expense.
6. The payment of monies up to the deductible amount made in satisfaction of any claim shall be at the cost of the Consultant.

### 21.2 Comprehensive General Liability

1. Comprehensive General Liability insurance shall be effected by the Consultant at the Consultant's expense, and maintained in force throughout the performance of the *Services*. The policy shall be in an amount usual for the nature and scope of the *Services* but, unless specified elsewhere in the proposal documents, shall have a limit of liability of not less than \$1,000,000 for any one occurrence or series of occurrences



arising out of one cause, and shall have a property damage deductible of not more than \$5,000 per occurrence. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

2. The policy shall insure *NRC*, the Consultant, and the Consultant's Sub-Consultants for the performance of the Services, and shall include but not be limited to the following coverage/provisions:
  - (A) "Additional Named Insured: Canada as represented by *NRC* is named as an Additional Named Insured under any liability insurance policies for Canada's respective rights and interests under the contract for the performance of the Services."
  - (B) "Cross Liability: Any act or omission by one or another of the Insured hereunder shall not prejudice the rights or interests of any other Insured. This policy, subject to its limits of liability, shall apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each. The inclusion herein of more than one Insured shall not operate to increase the limits of the Insurers' liability."
  - (C) "Litigation Rights: It is understood and agreed that where any suit is instituted for or against *NRC* which the Insurer or Insurers would, but for this clause, have the right to pursue or defend on behalf of *NRC* as an Additional Named Insured under this insurance policy, the Insurer shall promptly contact the Attorney General of Canada to agree on the legal strategies by sending a registered letter to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice Canada,  
Kent and Wellington Streets,  
Ottawa, Ontario K1A 0H8

The notification must be followed, within a reasonable period, by an information copy to the Contracting Authority.

The Insurer also agrees that *NRC* reserves the right to co-defend any action brought against *NRC*. However, all expenses incurred by *NRC* to co-defend such actions would be at *NRC*'s expense."

- (D) "Notice of Cancellation or Amendments of Insurance Coverage: The Insurer agrees to give the Contracting Authority at least thirty (30) days' prior written notice of any policy cancellation or any changes in the policy coverage.

### **21.3 Professional Liability**

1. The Consultant, at the Consultant's expense, shall effect and continuously maintain Professional Liability insurance from the commencement of performance of the Services until five (5) years after their completion. The policy shall be in an amount usual for the nature and scope of the Services but, unless specified elsewhere in the proposal documents, shall have a limit of liability of not less than \$1,000,000 per claim,



and a deductible amount of not more than \$5,000 per claim. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

2. The following clauses must be incorporated into the conditions of the Consultant's Professional Liability insurance coverage:
  - (A) "Litigation Rights: It is understood and agreed that where any suit is instituted for or against *NRC* which the Insurer, or Insurers would, but for this clause, have the right to pursue or defend on behalf of *NRC* under this insurance policy, the Insurer shall promptly contact the Attorney General of Canada to agree on the legal strategies by sending a registered letter to:

Senior General Counsel  
Civil Litigation Section  
Department of Justice  
Kent and Wellington Streets  
Ottawa, Ontario K1A 0H8
  - The notification must be followed, within a reasonable period, by an information copy to the Contracting Authority.
  - The Insurer also agrees that *NRC* reserves the right to co-defend any action brought against *NRC*. However, all expenses incurred by *NRC* to co-defend such actions would be at *NRC*'s expense."
  - (B) "Notice of Cancellation or Amendments of Insurance Coverage: The Insurer agrees to give the Contracting Authority at least thirty (30) days' prior written notice of any policy cancellation or any changes in the policy coverage."
  - (C) "The Insurer shall continue to provide the required insured coverage for Professional Liability for a period of five (5) years following completion of the Services and shall, upon the completion of the Services by the Consultant, provide the Consultant with certification of that undertaking in a form satisfactory to *NRC*."
3. Forthwith upon receipt of the Insurer's certification referred to in clause 17.1 paragraph 4, the Consultant shall deposit it with the Contracting Authority.

## **GC 22 Resolution of Disagreements**

1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Agreement:
  - (a) the *Consultant* may give a notice of disagreement to the *NRC Representative*. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Agreement;



- (b) the *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *NRC Representative*; and
  - (c) the *Consultant* and the *NRC Representative* shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the *Consultant's* project representative and the *NRC Representative* and, secondly and if necessary, at the level of a principal of the *Consultant* firm and a senior *NRC* manager.
2. The *Consultant's* continued performance of the *Services* in accordance with the instructions of the *NRC Representative* shall not jeopardize the legal position of the *Consultant* in any disagreement.
3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Agreement, *NRC* shall pay the *Consultant* those fees the *Consultant* shall have earned as a result of the change(s) in the *Services* provided, together with those reasonable disbursements arising from the change(s) and which have been authorised by the *NRC Representative*.
4. The fees mentioned in GC 22.3 shall be calculated in accordance with the Terms of Payment set out in the Agreement.
5. If the disagreement is not settled, the *Consultant* may make a request to the *NRC Representative* for a written *NRC* decision and the *NRC Representative* shall give notice of the *NRC* decision within fourteen (14) days of receiving the request, setting out the particulars of the response and any relevant clauses of the Agreement.
6. Within fourteen (14) days of receipt of the written *NRC* decision, the *Consultant* shall notify the *NRC Representative* if the *Consultant* accepts or rejects the decision.
7. If the *Consultant* rejects the *NRC* decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by *NRC*, and *NRC Mediation* procedures shall be used unless the parties agree otherwise.
9. Negotiations conducted under the Agreement, including those conducted during *Mediation*, shall be without prejudice.

#### **GC 23 Members of House of Commons**

1. No member of the House of Commons shall be admitted to any share or part of the Agreement, or to any benefit that may arise therefrom.



#### GC 24 Amendments

1. The Agreement may not be amended, or modified, nor shall any of its terms and conditions be waived, except by Agreement in writing executed by both parties.

#### GC 25 Entire Agreement

1. The Agreement constitutes the entire arrangement between the parties with respect to the subject matter of the Agreement, and supersedes all previous negotiations, communications and other arrangements relating to it, unless incorporated by reference herein.

#### GC 26 Lobbyist Certification - Contingency Fees

1. The *Consultant* certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of the Agreement to any person other than an employee acting in the normal course of the employee's duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Agreement shall be subject to the accounts and audit provisions of the Agreement.
3. If the *Consultant* certifies falsely under this section or is in default of the obligations contained therein, *NRC* may either take the work out of the *Consultant's* hands in accordance with the conditions of the Agreement or recover from the *Consultant* by way of reduction to the Basic Fee or otherwise the full amount of the contingency fee.
4. In this clause,

"**Contingency fee**" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Agreement or negotiating the whole or any part of its term.

"**Employee**" means a person with whom the *Consultant* has an employer/employee relationship.

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

#### GC 27 Non-discrimination in Hiring and Employment Practices

1. For the purpose of this General Condition, "person" includes the *Consultant*, the *Consultant's Sub-Consultants* and other firms forming the *Consultant* team, and their



respective employees, agents, licensees or invitees, and any other individual involved in the performance of the work.

2. The *Consultant* shall not refuse to employ and will not discriminate in any manner against any person because
  - (a) of that person's race, national origin, colour, religion, age, sex or marital status,
  - (b) of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person, or
  - (c) a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the *Consultant* to comply with GC 27.2(a) and GC 27.2(b) above.
3. Within two (2) working days immediately following receipt of a written complaint pursuant to GC 27.2 above, the *Consultant* shall
  - (a) cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint; and
  - (b) forward a copy of the complaint to the *NRC Representative* by registered mail.
4. Within twenty four (24) hours immediately following receipt of a direction from the *NRC Representative* to do so, the *Consultant* shall cause to have removed from the *Consultant* team any person or persons whom the *NRC Representative* believes to be in breach of the provisions of GC 27.2 above.
5. No later than thirty (30) days after receipt of the direction referred to in GC 27.4 above, the *Consultant* shall cause the necessary action to be commenced to remedy the breach described in the direction.
6. If a direction is issued pursuant to GC 27.4 above, *NRC* may withhold from monies that are due and payable to the *Consultant* an amount representing the sum of the costs and payment referred to in GC 27.8 and GC 27.9 below.
7. If the *Consultant* fails to proceed in accordance with GC 27.6 above, the *NRC Representative* shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred as a result by *NRC*.
8. *NRC* may make a payment directly to the complainant from monies that are due and payable to the *Consultant* upon receipt from the complainant of:
  - (a) a written award issued pursuant to the federal *Commercial Arbitration Act*, R.S., 1985, c. C-34.6; or
  - (b) a written award issued pursuant to the *Canadian Human Rights Act*, R.S., 1985, c.H-6; or
  - (c) a written award issued pursuant to provincial or territorial human rights legislation; or



- (d) a judgement issued by a court of competent jurisdiction.
9. The *Consultant* shall be liable for and upon demand shall pay to *NRC* the supplementary costs referred to in GC 27.8 If the *Consultant* fails to make payment on demand, *NRC* may deduct the same from any amount due and payable to the *Consultant*.
10. A payment made pursuant to GC 27.8 is, to the extent of the payment, a discharge of *NRC*'s liability to the *Consultant* under the terms of the Agreement and may be deducted from any amount due and payable to the *Consultant*.
11. If the *NRC Representative* is of the opinion that the *Consultant* has breached any of the provisions of this General Condition, *NRC* may take the work out of the *Consultant*'s hands pursuant to GC 10.
12. The *Consultant* shall ensure that the provisions of this General Condition are included in all agreements and contractual arrangements entered into as a consequence of this work.

#### **GC 28 Changes in Taxes and Duties**

1. In the event of any change (including a new imposition or repeal), on or after the date of submission of the proposal, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales or excise tax legislation of the Government of Canada and which affects the cost to the *Consultant* of the Services, the amount payable to the *Consultant* shall be adjusted to reflect the increase or decrease in the cost to the *Consultant*.
2. There shall be no adjustment under paragraph 1 in respect of any change that would increase the cost to the *Consultant* of the Services if public notice of the change was given before the proposal submission date in sufficient detail to permit the *Consultant* to have calculated the effect on the *Consultant*'s cost before that date.
3. The *Consultant* shall forward to *NRC* a certified statement showing the increase or decrease in cost to the *Consultant* that is directly attributable to the change in the imposition. *NRC* or the *NRC Representative* may verify the increase or decrease in cost by audit.

#### **GC 29 Ad Valorem Sales Tax**

1. Federal government departments and agencies are not required to pay any ad valorem sales tax levied by the province in which the taxable goods or services are delivered. This exemption is provided to federal government departments and agencies under the authority of the following:
- (a) Provincial Sales Tax Exemption Licence Numbers, for the provinces of:
- |                      |              |
|----------------------|--------------|
| Prince Edward Island | OP-10000-250 |
| Ontario              | 11708174G    |
| Manitoba             | 390-516-0    |
| British Columbia     | 005521       |





- (b) An Exemption Certification, for Quebec, Saskatchewan, the Yukon Territory, and the Northwest Territories, which certifies that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the federal government with Canada funds, and are therefore not subject to provincial/territorial sales and consumption taxes.
2. Currently, in Alberta, Saskatchewan, the Yukon Territory, and the Northwest Territories, provincial sales taxes do not apply to goods or services delivered to the federal government.
3. The Consultant is not exempt from paying provincial sales tax under the above Exemption Licence Numbers or Exemption Certification. The Consultant is required to pay Provincial Sales Tax on taxable goods or services used or consumed in the performance of the Contract (as per appropriate provincial legislation), including material incorporated into real property.

### **GC 30 Tax Withholding of 15 Percent**

1. If the Consultant is a non-resident contractor as defined in the *Income Tax Act*, the Consultant acknowledges and agrees that, pursuant to the provisions of that Act, *NRC* is empowered to withhold an amount of 15 percent of the price to be paid to the Consultant for services performed in Canada. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

### **GC 31 Changes in the Consultant Team**

1. Should an entity or person named in the Consultant's proposal as an entity or person who is to perform the Services or part of the Services be unable to perform or complete Services as described in the proposal, the Consultant shall obtain the concurrence of the *NRC Representative* prior to performing or completing the Services, or entering into an agreement with another entity or person to perform or complete the Services, such concurrence not to be unreasonably withheld.
2. In seeking to obtain the concurrence of the *NRC Representative* referred to in paragraph 1, the Consultant shall provide notice in writing to the *NRC Representative* containing:
  - (a) the reason for the inability of the entity or person to perform the Services;
  - (b) the name, qualifications and experience of the proposed replacement entity or person, and
  - (c) if applicable, proof that the entity or person has the required security clearance granted by *NRC*.
3. The Consultant shall not, in any event, allow performance of any part of the Services by unauthorized replacement entities or persons, and acceptance of a replacement entity or person by the *NRC Representative* shall not relieve the Consultant from responsibility to perform the Services.



4. *NRC* may order the removal from the Consultant Team of any unauthorised replacement entity or person and the Consultant shall immediately remove the entity or person from the performance of the Services and shall, in accordance with paragraphs 1) and 2), secure a further replacement.
  
5. The fact that *NRC* does not order the removal of a replacement entity or person from the performance of the Services shall not relieve the Consultant from the Consultant's responsibility to meet all the Consultant's obligations in the performance of the Services.