



C. ARTICLES OF AGREEMENT

C1. DEPARTMENTAL REPRESENTATIVE
First Last - Division
Department of Foreign Affairs, Trade and
Development (DFATD)
125 Sussex Drive
Ottawa, Ontario Canada K1A 0G2

TELEPHONE:
MOBILE:
FAX:
E-MAIL: @international.gc.ca

**ARCHITECTURAL AND
ENGINEERING SERVICES
INDIVIDUAL SUPPLY CONTRACT**

BETWEEN

Her Majesty the Queen in right of Canada
(referred to herein as "Her Majesty")
represented by the Minister of Foreign Affairs
(referred to herein as the "Minister")

and

INSERT FULL LEGAL NAME OF
CONTRACTOR
INSERT ADDRESS OF CONTRACTOR
(REFERRED TO HEREIN AS THE "CONSULTANT")

FOR

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

C2. Title	C3. Date																								
SUPPLY ARRANGEMENT TERMS AND CONDITIONS																									
C4. Supply Arrangement Period																									
Start:	End:																								
C5. Supply Arrangement Number	C6. Project Number																								
INSERT NUMBER	INSERT NUMBER																								
C7. SUPPLY ARRANGEMENT DOCUMENTS																									
<ol style="list-style-type: none"> 1. These Articles of Agreement 2. Supplementary Conditions (Section "I") 3. Terms of Payment (Section "II") 4. General Conditions (Section "III") 5. Statement of Work (Appendix "A") 6. Existing Document List (Appendix "B") 7. Travel Directive for Person Under Contract (Appendix "C") 8. Supply Arrangement Terms and Conditions 9. The Completed Level of Effort Form <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>																									
C8. CONTRACT AMOUNT																									
Her Majesty shall pay an amount not to exceed \$(to be inserted at time of contract award), to be paid in accordance with the Supplementary Conditions, and as follows:																									
<table border="1"> <thead> <tr> <th></th> <th style="text-align: center;">Amount</th> </tr> </thead> <tbody> <tr> <td>Labour – (fixed/up to)</td> <td></td> </tr> <tr> <td>Travel and Living (up to)</td> <td></td> </tr> <tr> <td>Reimbursable Expenses (up to)</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>			Amount	Labour – (fixed/up to)		Travel and Living (up to)		Reimbursable Expenses (up to)																	
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All amounts are in Canadian dollars and EXCLUSIVE of VAT																									
C9. INVOICES																									
Two (2) copies of invoices are to be sent to the Departmental Representative showing:																									
<ol style="list-style-type: none"> a. the amount of the progress payment being claimed for Services satisfactorily performed; b. the amount for any tax (including VAT) calculated in accordance with the applicable legislation; c. the date; d. the name and address of the consignee; e. description of the Services performed; f. the project name; and g. the contract number. 																									
C10. GOVERNING LAWS																									
Laws in force in the Province of Ontario, Canada.																									
<table border="1"> <tr> <td colspan="2">FOR THE PROPONENT</td> <td rowspan="4" style="text-align: center; vertical-align: middle;">Corporate Seal</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature</td> <td>Date</td> </tr> <tr> <td>NAME AND CAPACITY</td> <td></td> </tr> <tr> <td colspan="2">FOR THE MINISTER</td> <td></td> </tr> <tr> <td>_____</td> <td>_____</td> <td></td> </tr> <tr> <td>Signature</td> <td>Date</td> <td></td> </tr> <tr> <td>NAME AND CAPACITY</td> <td></td> <td></td> </tr> <tr> <td colspan="2">Print Name and Capacity</td> <td></td> </tr> </table>		FOR THE PROPONENT		Corporate Seal	_____	_____	Signature	Date	NAME AND CAPACITY		FOR THE MINISTER			_____	_____		Signature	Date		NAME AND CAPACITY			Print Name and Capacity		
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SECTION "I" – SUPPLEMENTARY CONDITIONS

SC 1 PAYMENT

SC 1.1 LABOUR

- i. In consideration of the Consultant satisfactorily completing all of its obligations under this Individual Supply Contract ("Contract"), the Consultant will be paid a fixed price of \$_____ (amount to be inserted at contract award) exclusive of VAT.

Firm Per Diem rates for the proposed resources will be included at time of Contract Award.

Cost Breakdown	Per Diem Rate	No. Of Days to Perform the Work	Total
Architectural			
Architecture Principal	\$		
Senior Architect	\$		
Intermediate Architect	\$		
Junior Architect	\$		
Draftsperson	\$		
Structural			
Structure Principal	\$		
Senior Structural Engineer	\$		
Intermediate Structural Engineer	\$		
Junior Structural Engineer	\$		
Draftsperson	\$		
Mechanical			
Mechanical Principal	\$		
Senior Mechanical Engineer	\$		
Intermediate Mechanical Engineer	\$		
Junior Mechanical Engineer	\$		
Draftsperson	\$		
Electrical			
Electrical Principal	\$		
Senior Electrical Engineer	\$		
Intermediate Electrical Engineer	\$		
Junior Electrical Engineer	\$		
Draftsperson	\$		
Total Labour			\$

SC 1.2 TRAVEL

Up to a maximum of \$_____ (amount to be inserted at contract award) Canadian dollars according to the rates and conditions specified in the Treasury Board (TB) Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/td-dv_e.asp). Up to twelve (12) hours per day will be reimbursed at the regular rate for time in travel.

Travelling and living expenses will be in accordance to the rates and conditions that are specified in the Treasury Board Travel Directives as per Appendix "C". Airfare shall be limited to full-fare economy class only. Consultants are required to seek the lowest possible airfares, including charters and other discounts for each trip, and to book immediately upon approval of this agreement, in order to take advantage of the lowest fares. Global Affairs Canada (DFATD) retains the right to limit the reimbursement of the air portion when the lowest appropriate fare is not obtained. Upgrades to

business or first class may be personally paid by the Consultants, where this is company policy. All traveling and living expenses must be pre-approved by DFATD.

For all airfare, accommodations, visas and ground transportation, receipts must be provided with invoice in order to be reimbursement for these expenditures. Meals will only be paid up to the amount on the Treasury Board Appendix "D" Allowances, found at:

http://www.njc-cnm.gc.ca/directive/app_d.php?lang=eng Incidental expense allowance will be applied per Appendix "D".

Type of Accommodation	City	Meal Rate				Grand Total
		Breakfast	Lunch	Dinner	Meal Total	
C		*	*	*	*	*
C-75%		*	*	*	*	*

C = Commercial Accommodation

* = Reasonable and justifiable expenses. Receipts required.

The attached Appendix "C" - *TB Travel Authority for Persons Under Contract* provides all applicable information for persons who are required to travel while under contract with DFATD.

*ALL TRAVEL AND LIVING COSTS ARE CALCULATED AND REIMBURSED BASED ON PROOF OF RECEIPTS AND IN ACCORDANCE WITH THE TB TRAVEL DIRECTIVE.

APPENDIX "C" OF THE REQUEST FOR SUPPLY ARRANGEMENT PROPOSAL– TREASURY BOARD TRAVEL DIRECTIVE FOR PERSONS UNDER CONTRACT PROVIDES ALL APPLICABLE INFORMATION FOR PERSONS WHO ARE REQUIRED TO TRAVEL WHILE UNDER CONTRACT WITH DFATD.

SC 1.3 REIMBURSABLE EXPENSES (IF APPLICABLE)

The Consultant will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work, up to a maximum of \$_____ (amount to be inserted at contract award) Canadian dollars according to the following items. Reimbursable expenses must be pre-approved by the DFATD Representative. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers, including visas

When advisory services are required and approved by the DFATD Representative, they will be reimbursed by DFATD at cost plus the surcharge. The % surcharge indicated in the proposal covers the coordination of the work and the administration of the Contract. These services include, but not limited to:

- Civil engineering;
- Code Consultants;
- Heritage consulting;
- Acoustic analysis and recommendations;
- Lighting design;
- Sustainability;
- Seismic;
- Blast and Security;
- Input into feasibility studies;
- Technical issues resolution;
- Translation services: for translation of engineering drawings, reports, standards, and codes to and from local language and English or French;
- Any other services approved by DFATD.

SC 2 SECURITY REQUIREMENTS

This document does NOT contain CLASSIFIED information; however all or part of the Work involves possible access to CLASSIFIED and/or PROTECTED information/materiel.

The Consultant shall NOT remove, without the express written approval of the Departmental Representative, any CLASSIFIED and/or PROTECTED information from the work site, and shall ensure that the Consultant's personnel are made aware of and comply with this restriction.

The Consultant shall be responsible to identify the Security Requirements of the Contract to their Sub-consultants and to ensure that these requirements are met by the Sub consultants.

The Consultant and/or sub consultant who require access to CLASSIFIED and/or PROTECTED work sites shall be escorted into the necessary areas.

Sub-consultants, who require access to CLASSIFIED and/or PROTECTED information or sensitive work sites, shall NOT be permitted access without the prior, written approval of the Departmental Representative and ISC.

SECTION "II" – TERMS OF PAYMENT

TP 1 PAYMENTS TO THE CONSULTANT

- TP 1.1** The Consultant shall be entitled to receive progress payments at the stages identified in Clause TP2. Such payments shall be made not later than the due date, which shall be the thirty (30) days following receipt of a properly submitted invoice.
- TP 1.2** The Departmental 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 30 days after receipt of the corrected invoice or the required information.
- TP 1.3** Upon completion of each stage identified in TP2, 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 this Contract, have been satisfied, before any further payment is made.
- TP 1.4** 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 Departmental Representative may provide the Sub-Consultant with a copy of the latest approved progress payment made to the Consultant for the Services.
- TP 1.5** 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 Clause TP1.3.

TP 2 PAYMENT STAGES

- TP 2.1** Payments in respect of the different Contracting Phases shall be made during the performance of the Services on a monthly basis up to the amounts specified below:

Travel Expenses The amount of billable per diem fees for travel and reimbursable is payable upon completion of said travel. The consultant shall submit the invoice within 30 days after they return from their trip.

Hourly Rate The amount of billable per diem fees/hourly wage of the consultant dedicated to the project shall be invoiced every Calendar month. That is unless the total invoice is less than \$500, with the exception of the final/last invoice.

Fixed Fee The amount of billable per diem fees for work completed upon receipt of the Design Documents package, again upon receipt for each of the 33%, 66%, 99%, Final Construction Documents Packages. The consultant shall submit the invoice within 30 days of completion;

- TP 2.2** DFATD reserves the right to request Time sheets from the consultant.

- TP 2.3** Reimbursable expenses may be invoiced monthly.

TP 3 DELAYED PAYMENT

TP 3.1 Subject to Clause TP3.4 below, if Her Majesty delays in making a payment that is due in accordance with Clause TP1, the Consultant will be entitled to receive interest on the amount that is overdue for the period of time as defined in Clause TP3.2 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 Clause TP1.1.

TP 3.2 Except as provided for in Clause TP3.4, interest shall be paid 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 Clauses TP1.2 or TP1.3, whichever is the later.

TP 3.3 The rate of interest shall be the Average Bank Rate plus three percent (3%) per year on any amount which is overdue pursuant to Clause TP3.1.

TP 3.4 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.

TP 4 CLAIMS AGAINST, AND OBLIGATIONS OF THE CONSULTANT

TP 4.1 The Consultant shall discharge all lawful obligations, and shall satisfy all lawful claims against the Consultant, for services rendered to, or on behalf of, the Consultant in respect of the Contract, at least as often as the Contract requires Her Majesty to pay the Consultant.

TP 4.2 Her Majesty may, in order to discharge lawful obligations of, and satisfy lawful claims against, the Consultant for services rendered to, or on behalf of, the Consultant in respect of the Contract, pay any amount that is due and payable to the Consultant pursuant to the Contract directly to the claimants against the Consultant.

TP 4.3 A payment made pursuant to Clause TP4.2 is, to the extent of the payment, a discharge of Her Majesty's liability to the Consultant under the Contract, and will be deducted from an amount payable to the Consultant under the Contract.

TP 4.4 For the purposes of this clause a claim shall be considered lawful when it is so determined:

- a. by a court of legal jurisdiction, or
- b. by an arbitrator duly appointed to arbitrate the said claim, or
- c. by a written notice delivered to the Departmental Representative and signed by the Consultant authorizing payment of the said claim or claims.

TP 5 NO PAYMENT FOR ERRORS AND OMISSIONS

TP 5.1 The Consultant shall not be entitled to payment in respect of costs incurred by the Consultant in remedying errors and omissions in the Services that are attributable to the Consultant, the Consultant's employees, or persons for whom the Consultant has assumed responsibility in performing the Services.

TP 6 PAYMENT FOR CHANGES AND REVISIONS

TP 6.1 Payment for any additional or reduced Services provided by the Consultant and authorized by the Departmental Representative shall be made in accordance with the terms of such authorization and these Terms of Payment.

TP 6.2 Notwithstanding clause TP6.1, Her Majesty accepts no liability for any additional Services done by the Consultant over and above that required to be done by this Contract, unless a specific amendment is issued authorizing the Consultant to do such additional Services. Payment for any additional or reduced Services provided by the Consultant and authorized by the Departmental Representative shall be made in accordance with the terms of such authorization and these Terms of Payment.

TP 7 SUSPENSION COSTS

TP 7.1 During a period of suspension of the Services, the Consultant shall minimize all costs and expenses relating to the Services that may occur during the suspension period.

TP 7.2 Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental 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.

TP 7.3 Payment shall be made to the Consultant for those costs and expenses that are substantiated as having been reasonably incurred during the suspension period.

TP 8 TERMINATION COSTS

TP 8.1 In the event of termination of this Contract, Her Majesty 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.

TP 8.2 Within fourteen (14) days of notice of such termination, the Consultant shall submit to the Departmental 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.

TP 8.3 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.

TP 9 DISBURSEMENTS

TP 9.1 Disbursements by the Consultant are included in the Fixed Price.

SECTION "III" – GENERAL CONDITIONS

GC1 DEFINITIONS

- 1.1 "Average Bank Rate" means the simple arithmetic mean of the Canadian 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;
- 1.2 "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;
- 1.3 "Construction Budget" means that portion of the 'Project Budget' applicable to a Construction Contract;
- 1.4 "Construction Contract" means a contract entered into between Her Majesty and a Contractor for the construction of the Project;
- 1.5 "Construction Contract Award Price" means the price at which a Construction Contract is awarded to a Contractor;
- 1.6 "Construction Cost Estimate" means an anticipated amount for which a Contractor will execute the construction of the Project;
- 1.7 "Construction Cost Limit" means that portion of the total amount of Project funds which shall not be exceeded on construction of the Project;
- 1.8 "Construction Documents" means all necessary working drawings and specifications;
- 1.9 "Consultant" means the Party identified in the Articles of Agreement to this Contract to perform the Consultant's Services under this Contract, and includes the officer or employee of the Consultant identified in writing by the Consultant;
- 1.10 "Consultant's Representative" means the officer or employee of the Consultant identified in writing by the Consultant to perform the Consultant's Services under the Contract;
- 1.11 "Contractor" means a person, firm or corporation with whom Her Majesty enters, or intends to enter, into a Construction Contract;
- 1.12 "Cost Plan" means the allocation of proposed costs among the various elements of the Project;
- 1.13 "Days" means continuous calendar days, including weekends and statutory public holidays;
- 1.14 "Departmental Representative" means the officer or employee of Her Majesty identified in writing by a duly authorized departmental officer to perform the Departmental Representative's duties under this Contract;
- 1.15 "Deputy Minister" means the lawful deputy of the Minister or any person acting on behalf of the lawful deputy;
- 1.16 "Former Public Office Holder" means an employee of the executive or senior manager categories who was employed by the Canadian federal public service during the period one (1) year immediately preceding the date of this Contract;
- 1.17 "Invention" means any new and useful practice, process, machine, device, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.18 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;
- 1.19 "Minister" includes a person acting for, or if the office is vacant, in place of, the Minister and the Minister's successors

in the office. Minister also includes the Minister's lawful deputy and any of the Ministers or their representatives appointed for the purpose of this Contract;

- 1.20 "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 Departmental Representative;
- 1.21 "Project Brief" means a document describing the requirements of the Project and the Services to be provided and may include general project information, scope of the work, site and design data, and Project Schedule;
- 1.22 "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;
- 1.23 "Service(s)" means the Consultant Services as set forth in this Contract;
- 1.24 "Specialist Consultant" means any Architect, Professional Engineer, or other specialist, other than the Consultant, engaged by Her Majesty directly or, at the specific request of Her Majesty, engaged by the Consultant for "Additional Services";
- 1.25 "Sub-Consultant" means any Architect, Professional Engineer, or other specialist engaged by the Consultant for the Services included in this Contract;
- 1.26 "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.

GC2 INTERPRETATIONS

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

GC3 SUCCESSORS AND ASSIGNS

- 3.1 This Contract shall enure to the benefit of, and be binding upon, the Parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC4 ASSIGNMENT

- 4.1 This Contract shall not be assigned, in whole or in part, by the Consultant without the prior consent of the Minister.
- 4.2 An assignment of this Contract without such consent shall

not relieve the Consultant from any obligation under this Contract, or impose any liability upon Her Majesty.

GC5 INDEMNIFICATION

- 5.1 The Consultant shall indemnify and save harmless Her Majesty from and against all claims, losses, damages, costs, actions and other proceedings, made, sustained, brought or prosecuted in any manner based upon, occasioned by, or attributable to, any injury, infringement of any patent of invention or any other type of intellectual property, or damage arising from any negligent act or omission of the Consultant, the Consultant's servants or agents, or persons for whom the Consultant had assumed responsibility in the performance, or purported performance, of the Consultant's services under this Contract.
- 5.2 The Consultant's liability to indemnify or reimburse Her Majesty under this Contract shall not limit or prejudice Her Majesty from relying on the provisions of applicable provincial legislation or from exercising any other rights under law.

GC6 NOTICES

- 6.1 Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either Party pursuant to this Contract, shall be in writing, and shall be deemed to have been effectively given when:
- 6.1.1 served personally to either the Departmental Representative or the Consultant's Representative (as the case may be), on the day it is delivered; or
 - 6.1.2 forwarded by registered mail, on the day the postal receipt is acknowledged by the other Party; or
 - 6.1.3 forwarded by facsimile or other electronic means of transmission, three (3) days after it was transmitted.
- 6.2 The address of either Party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

GC7 SUSPENSION

- 7.1 The Departmental Representative may require the Consultant to suspend the Services being provided, or any part thereof, for a specified or unspecified period.
- 7.2 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 this Contract, subject to any agreed adjustment of the time schedule.
- 7.3 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:
- 7.3.1 the Departmental 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 Departmental Representative and the Consultant, or
 - 7.3.2 the Departmental Representative and the Consultant do not agree that the performance of the Services shall be continued, then this

Contract shall be terminated by notice given by the Minister to the Consultant, in accordance with the terms of Clause GC8.

- 7.4 Suspension Costs related to this clause are as outlined in Clause TP7.

GC8 TERMINATION

- 8.1 The Minister may terminate this Contract at any time, and the fees paid to the Consultant shall be in accordance with the relevant provisions in Clause TP8.

GC9 TAKING THE SERVICES OUT OF THE CONSULTANT'S HANDS

- 9.1 The Minister 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:
- 9.1.1 the Consultant becomes bankrupt or insolvent, or a receiving order is made against the Consultant, or an assignment is made for the benefit of the creditors, or if an order is made, or resolution passed, for the winding up of the Consultant's affairs or business, or if the Consultant takes the benefit of any statute relating to bankrupt or insolvent debtors; or
 - 9.1.2 the Consultant fails to perform any of the Consultant's obligations under this Contract or, in the Minister's opinion, so fails to make progress as to endanger performance of this Contract, in accordance with its terms.
- 9.2 Before the Services or any part thereof are taken out of the Consultant's hands under Clause GC9.1.2, the Departmental Representative shall provide notice to the Consultant, and may require such failure of performance or progress to be corrected. If within fourteen (14) business days after receipt of such notice such default shall not have been corrected or corrective action initiated to correct such fault, the Minister may, by notice, without limiting any other right or remedy, take all or any part of the Services out of the Consultant's hands.
- 9.3 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 Her Majesty, an amount equal to all loss and damage suffered by Her Majesty by reason of the non-completion of the Services by the Consultant.
- 9.4 If the Consultant fails to pay on demand for the loss or damage as a result of Clause GC9.3, Her Majesty shall be entitled to deduct and withhold the same from any payments due and payable to the Consultant.
- 9.5 If the Services or any part thereof are taken out of the Consultant's hands as a result of Clauses GC9.1.2, and GC9.2, the amount referred to in Clause GC9.4 shall remain with the Department 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 Clause TP2 and in accordance with the terms of this Contract.
- 9.6 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 this Contract, or imposed upon the Consultant by law, in respect to the Services or any part thereof that the Consultant has

performed.

GC10 RECORDS TO BE KEPT BY THE CONSULTANT

- 10.1** The Consultant shall keep accurate time sheets and cost records and, if required for the purposes of this Contract, shall make these documents available at reasonable times to the Departmental Representative who may make copies and take extracts therefrom.
- 10.2** 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 Departmental Representative with such information as the Minister may from time to time require with reference to the documents referred to in Clause GC10.1.
- 10.3** 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.

GC11 NATIONAL OR DEPARTMENTAL SECURITY

- 11.1** If Her Majesty is of the opinion that the Work is of a class or kind that involves National or Departmental security, the Consultant may be required:
- 11.1.1** to provide any information concerning persons employed for purposes of this Contract unless prohibited by law;
 - 11.1.2** to remove any person from the Work and its site if that person cannot meet the prescribed security requirements; and
 - 11.1.3** to retain the Work's Technical Documentation while in the Consultant's possession in a manner specified by the Departmental Representative.
- 11.2** If the Work 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 Her Majesty.

GC12 COPYRIGHT AND REUSE OF DOCUMENTS

- 12.1** Without prejudice to any rights or privileges of Her Majesty, where any Services is, or has been, prepared or published by, or under the direction or control of, Her Majesty or any government department, the copyright in the Services shall, subject to any agreement with the author, belong to Her Majesty, and in such case shall continue for a period of fifty (50) years from the date of the first publication of the Work.
- 12.2** All plans, drawings, details, specifications, data, reports, other documents and information prepared by the Consultant pursuant to this Contract shall become the absolute property of Her Majesty upon the completion of the Services or as required and shall be delivered to the Departmental Representative.

GC13 CONFLICT OF INTEREST

- 13.1** 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 this Contract, the Consultant shall declare it immediately to the Departmental Representative.
- 13.2** 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.

- 13.3** The Consultant shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
- 13.4** No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest Act for Public Office Holders shall derive a direct benefit from this Contract.

GC14 STATUS OF CONSULTANT

- 14.1** The Consultant is engaged under this Contract as an independent consultant for the sole purpose of providing Services.
- 14.2** Neither the Consultant nor any of the Consultant's employees shall be regarded as employees or agents of Her Majesty, nor will they hold themselves out as such to third parties.
- 14.3** The Consultant, as employer, agrees to be solely responsible for any and all payments and deductions required to be made by law in the jurisdiction where the Services are performed, including those required for Canada or Québec Pension Plans, Employment Insurance, Worker's Compensation, and Income Tax or any other applicable tax.

GC15 DECLARATION BY CONSULTANT

- 15.1** The Consultant declares that:
- 15.1.1** based on the information provided pertaining to the Services required under this Contract, the Consultant has been provided sufficient information by the Departmental Representative to enable the Services required under this Contract to proceed and is competent to perform the Services and has the necessary licences and qualifications including the knowledge, skill and ability to perform the Services;
 - 15.1.2** the quality of Services to be provided by the Consultant shall be consistent with generally accepted professional standards and principles.

GC16 INSURANCE

- 16.1** The Consultant shall obtain and maintain an appropriate level of professional liability insurance coverage (including but not limited to coverage for design errors and omissions) for the Services required under this Contract and shall furnish satisfactory evidence of such insurance and renewals to the Departmental Representative within fourteen (14) business days of execution of this Contract.
- 16.2** The insurance policy shall be issued with a deductible amount of not more than \$2,500.
- 16.3** Unless otherwise directed in writing by the Departmental Representative, the insurance policy required in GC16.1 shall attach from the date of contract award and shall be maintained until the one (1) year following the issuance of the Final Certificate of Completion.
- 16.4** The costs associated with any insurance coverage required under this Contract shall be part of the quoted Fixed Price.

GC17 RESOLUTION OF DISAGREEMENTS

- 17.1** In the event of a disagreement regarding any aspect of the Services or any instructions given under this Contract:
- 17.1.1** the Consultant may give a notice of disagreement to the Departmental 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 Contract;
- 17.1.2** the Consultant shall continue to perform the Services in accordance with the instructions of the Departmental Representative; and
- 17.1.3** the Consultant and the Departmental 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 project representative of the Department and, secondly and if necessary, at the level of a Principal of the Consultant firm and a senior manager of the Department.
- 17.2** The Consultant's continued performance of the Services in accordance with the instructions of the Departmental Representative shall be without prejudice to the Consultant in any disagreement.
- 17.3** If it was subsequently agreed or determined that the instructions given were in error or contrary to the Contract, Her Majesty shall pay the Consultant those fees the Consultant shall have earned as a result of the change(s) in the Services provided and which has been authorized by the Departmental Representative.
- 17.4** The fees mentioned in Clause GC17.3 shall be calculated in accordance with the Terms of Payment set out in this Contract.
- 17.5** If the disagreement is not settled, the Consultant may make a request to the Departmental Representative for a written corporate decision and the Departmental Representative shall give notice of the corporate decision within 14 days of receiving the request, setting out the particulars of the response and any relevant clauses of the Contract.
- 17.6** Within fourteen (14) days of receipt of the written corporate decision, the Consultant shall notify the Departmental Representative if the Consultant accepts or rejects the decision.
- 17.7** If the Consultant rejects the corporate decision, the Consultant, by notice may refer the disagreement to mediation.
- 17.8** 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 the Minister, and the Department's mediation procedures shall be used unless the Parties agree otherwise.
- 17.9** Negotiations conducted under this Contract, including those conducted during mediation, shall be without prejudice to either Party.
- GC18 MEMBERS OF CANADIAN HOUSE OF COMMONS**
- 18.1** No Member of the Canadian House of Commons shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom.
- GC19 AMENDMENTS**
- 19.1** This Contract 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.
- GC20 ENTIRE CONTRACT**
- 20.1** This Contract constitutes the entire Agreement between the Parties with respect to the subject matter of the Contract, and supersedes all previous negotiations, communications and other arrangements relating to it, unless incorporated by reference herein.
- GC21 SUPPLEMENTARY CONDITIONS**
- 21.1** Supplementary conditions, if required, shall be as described in Section "I" of this Contract.
- GC22 PROJECT INFORMATION, DECISIONS, ACCEPTANCES AND APPROVALS**
- 22.1** The Departmental Representative shall provide, in a timely manner, project information, written decisions and instructions, including acceptances and approvals relating to the Services provided by the Consultant.
- 22.2** No acceptance or approval by the Departmental Representative, whether expressed or implied, shall be deemed to relieve the Consultant of the professional or technical responsibility for the Services provided by the Consultant.
- GC23 LOBBYIST CERTIFICATION - CONTINGENCY FEES**
- 23.1** 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 this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 23.2** All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiating of the Contract shall be subject to the accounts and audit provisions of the Contract.
- 23.3** If the Consultant certifies falsely under this section or is in default of the obligations contained therein, the Minister may either take the Services out of the Consultant's hands in accordance with the provisions of the Contract or recover from the Consultant by way of reduction to the Fixed Price or otherwise the full amount of the Contingency Fee.
- 23.4** In this clause:
- 23.4.1** "Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its term.
- 23.4.2** "Employee" means a person with whom the Consultant has an employer/employee relationship.
- 23.4.3** "Person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to the *Lobbying Act* as the same may be amended from time to time.
- GC24 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT PRACTICES**
- 24.1** 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 Services.

- 24.2 The Consultant shall not refuse to employ and will not discriminate in any manner against any person because:
- 24.2.1 of that person's race, national origin, colour, religion, age, sex or marital status;
 - 24.2.2 of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person; or
 - 24.2.3 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 paragraphs GC24.2.1 and GC24.2.2 above.
- 24.3 Within four (4) days immediately following receipt of a written complaint pursuant to subclause GC24.23 above, the Consultant shall:
- 24.3.1 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
 - 24.3.2 forward a copy of the complaint to the Departmental Representative by registered mail.
- 24.4 Within twenty four (24) hours immediately following receipt of a direction from the Departmental Representative to do so, the Consultant shall cause to have removed from the Consultant team any person or persons whom the Departmental Representative believes to be in breach of the provisions of subclause GC24.2 above.
- 24.5 No later than thirty (30) days after receipt of the direction referred to in GC24.4 above, the Consultant shall cause the necessary action to be commenced to remedy the breach described in the direction.
- 24.6 If a direction is issued pursuant to GC24.4 above, Her Majesty 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 GC24.8 and GC24.9 below.
- 24.7 If the Consultant fails to proceed in accordance with GC24.6 above, the Departmental Representative shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred as a result by Her Majesty.
- 24.8 Her Majesty may make a payment directly to the complainant from monies that are due and payable to the Consultant upon receipt from the complainant of:
- 24.8.1 a written award issued pursuant to the federal *Commercial Arbitration Act*, R.S., 1985, c. C-34.6; or
 - 24.8.2 a written award issued pursuant to the Canadian *Human Rights Act*, R.S., 1985, c. H-6; or
 - 24.8.3 a written award issued pursuant to provincial or territorial human rights legislation; or
 - 24.8.4 a judgment issued by a court of competent jurisdiction.
- 24.9 The Consultant shall be liable for and upon demand shall pay to Her Majesty the supplementary costs referred to in GC24.8. If the Consultant fails to make payment on demand, Her Majesty may deduct the same from any amount due and payable to the Consultant.
- 24.10 A payment made pursuant to GC24.8 is, to the extent of the payment, a discharge of Her Majesty's liability to the Consultant under the terms of the Contract and may be deducted from any amount due and payable to the Consultant.
- 24.11 The Consultant shall ensure that the appropriate provisions of this Contract are included in all agreements and contractual arrangements entered into by the Consultant as a consequence of this Contract.
- GC25 APPROPRIATION**
- 25.1 In accordance with Section 40 of the *Financial Administration Act*, payment under this Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.
- GC26 CONFIDENTIAL INFORMATION**
- 26.1 Any information of a character confidential to the affairs of Her Majesty to which the Consultant, or any officer, servant or agent of the Consultant becomes privy as a result of the work to be performed under this contract, shall be treated as confidential, during as well as after the performance of the said services.
- GC27 INCAPACITY TO CONTRACT WITH CANADIAN GOVERNMENT**
- 27.1 The Consultant certifies that the Consultant, including the Consultant's officers, agents and employees, has not been convicted of an offence under the following provisions of the *Criminal Code*:
- 27.1.1 Section 121, Frauds upon the Government;
 - 27.1.2 Section 124, Selling or Purchasing Office;
 - 27.1.3 Section 418, Selling Defective Stores to Her Majesty;
 - 27.1.4 (Subsection 750(3) of the *Criminal Code* prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)
- GC28 INTERNATIONAL SANCTIONS**
- 28.1 From time to time, in compliance with United Nations obligations or other international agreements, Her Majesty imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the *United Nations Act* (UNA), R.S.C. 1985, c. U-2, the *Special Economic Measures Act* (SEMA), S.C. 1992, c. 17, or the *Export and Import Permits Act* (EIPA), R.S.C. 1985, c. E-19. The Consultant agrees that it will, in the performance of this Contract, comply with any such regulations that are in force on the effective date of this Contract, and will require such compliance by its first-tier subcontractors.
- 28.2 The Consultant agrees that Her Majesty relies on the Consultant's undertaking in subsection (1) to enter into the Contract, and that any breach of the undertaking shall entitle Her Majesty to terminate the Contract under the provisions of this Contract relating to default by the Consultant, and therefore to recover damages from the Consultant, including procurement costs arising out of such a termination.
- 28.3 The countries or groups currently subject to Canadian Economic Sanctions are listed on the Foreign Affairs, Trade and Development Canada site: www.DFATD.gc.ca/trade/sanctions-e.asp
- 28.4 Her Majesty will use reasonable efforts to make the text of any such regulations available on its electronic bulletin board on a reasonably current basis by way of assistance to the Consultant, but the Consultant agrees that only the text as

- published in the Canada Gazette, Part II, is authoritative, and the Consultant waives any claim against Her Majesty, the Minister, or their employees or agents for any costs, loss, or damage whatever that results from the Consultant's reliance on the text of a regulation as reproduced on the electronic bulletin board.
- 28.5 If this Contract is concluded prior to the imposition of a sanction as described in GC28.1, Her Majesty reserves the right to terminate this Contract in accordance with GC8.
- GC29 STATUS AND REPLACEMENT OF PERSONNEL**
- 29.1 If at any time during the period of this Contract the Consultant is unable to provide the Services of any person who must perform the Services in this Contract, it shall immediately provide a replacement person with similar qualifications and experience. The Consultant shall, as soon as possible, give notice to the Minister of:
- 29.1.1 the reason for the removal of the person from the Services;
- 29.1.2 the name, qualifications and experience of the proposed replacement person; and
- 29.1.3 proof that the person has the required security clearance granted by Her Majesty, if applicable.
- 29.2 The Minister may order the removal from the Services of any such replacement person and the Consultant shall immediately remove the person from the Services and shall, in accordance with subsection (1), secure a further replacement.
- 29.3 The fact that the Minister does not order the removal of a replacement person from the Services shall not relieve the Consultant from its responsibility to meet the requirements of this Contract.
- 29.4 If the Consultant intends to use any person in fulfillment of this Contract who is or who is not an employee of the Consultant, the Consultant hereby warrants that such a person is under no restrictive covenants in relation to a constraint of trade that would prevent the person from fulfilling his or her Work in relation to the Services and, the Consultant has written permission from the person or (the employer of such a person) to propose the services of the person in relation to the Services to be performed in fulfillment of this Contract.
- GC30 NO BRIBE**
- 30.1 The Consultant represents and covenants 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 Her Majesty or to a member of the family of such a person, with a view to influencing the entry into this Contract or the administration of this Contract.
- GC31 SOVEREIGN IMMUNITY**
- 31.1 Notwithstanding any provision in this Contract, Her Majesty the Queen in Right of Canada, does not waive any immunity to which she is or may be entitled to by virtue of domestic or international law.
- GC32 HEALTH AND SAFETY**
- 32.1 The Consultant shall ensure, in fulfilling its contractual obligations under this Contract, that its employees and agents are appropriately equipped with all safety clothing and equipment required to perform the Work.
- 32.2 The Consultant shall further ensure that its employees and agents adhere to and follow all applicable health and safety regulations, standards and procedures in force in the jurisdiction and have been trained and will use all mandatory safety equipment imposed by local law when completing the Work under this Contract.
- GC33 PROACTIVE DISCLOSURE**
- 33.1 The Government of Canada is committed to publicly disclose all Contracts entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These requirements cover the procurement Contracts for goods and services. It is a term of this Contract that information contained in it in relation to the following data elements - vendor name, reference number, contract date, description of work, contract period or delivery date, contract value - will be gathered, and posted on the departmental Intranet site <http://www.fac-aec.gc.ca/departement/disclosure/menu-en.asp>. Information that would normally be withheld under the *Access to Information Act* and *Privacy Act* will not appear on that website. This "public disclosure" is intended to ensure that contract information is collected and presented consistently across government and in a manner that promotes transparency and facilitates public access.
- GC34 TIME OF THE ESSENCE**
- 34.1 Time is of the essences of the Contract.
- 34.2 Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been foreseen and could not have been avoided by the Contractor by means reasonably available to the Contractor, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 34.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay. Any additional costs caused by the delay shall be supported by the Contractor.
- 34.4 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 34.5 Notwithstanding that the Contractor has complied with the requirements of GC5.3, Her Majesty may exercise any right of termination contained in GC8.
- GC35 HANDLING OF PERSONAL INFORMATION**

- 35.1 The Contractor acknowledges that DFATD is bound by the *Privacy Act*, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract. All such personal information is the property of DFATD, and the Contractor shall have no right in or to that information. The Contractor shall deliver to DFATD all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to DFATD, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.
- GC36 GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST) VAT OR OTHER LEGAL TAXES**
- 36.1 All prices and amounts of money in this Contract are EXCLUSIVE of GST, HST, VAT or other legal taxes as applicable, unless otherwise indicated. The Goods and Services Tax (GST) or Harmonized Sales Tax (HST), Value Added Tax (VAT) or other legal taxes, whichever is applicable, is extra to the price herein and will be paid by Her Majesty.
- 36.2 The estimated GST, HST, VAT or other legal taxes is included in the TOTAL ESTIMATED COST. GST, HST, VAT, or other legal taxes to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST, HST, VAT or other legal taxes does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of GST, HST, VAT or other legal taxes paid or due.
- GC37 ACCOUNTS AND AUDIT**
- 37.1 The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Minister, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of six (6) years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.
- 37.2 All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in GC12.1 be open to audit, inspection and examination by the authorized representatives of the Minister, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of the Minister may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.
- GC38 WARRANTY**
- 38.1 Notwithstanding inspection and acceptance of the Work by or on behalf of Her Majesty and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of twelve (12) months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, or for such other period as may be specified in the written agreement between the Parties, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of this Contract, provided that with respect to Government Property, the Contractor's warranty shall extend only to its proper incorporation into the Work. In addition, the Contractor has the obligation to respect any other warranty provided for by law.
- 38.2 In the event of a defect or non-conformance in any part of the Work during the warranty period defined in GC15.1 and GC15.5, the Contractor, at the request of the Minister to do so, shall as soon as possible repair, replace or otherwise make the part of the Work found to be defective or not in conformance with the requirements of the Contract.
- 38.3 The Work or any part thereof found to be defective or non-conforming shall be returned to the Contractor's plant for replacement, repair or making good; provided that, when in the opinion of the Minister it is not expedient to remove the Work from its location, the Contractor shall carry out any necessary repair or making good of the Work at that location, and to the extent the defect does not occur during the warranty period, shall be paid the fair and reasonable Cost (including reasonable traveling and living expenses) incurred in so doing, with no allowance therein by way of profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
- 38.4 Her Majesty shall pay the transportation cost associated with returning any Work or part thereof to the Contractor's plant pursuant to GC15.3, and the Contractor shall pay the transportation cost associated with forwarding the replacement or returning the Work or part thereof when rectified to the delivery point specified in the Contract, or such lesser cost as may be required to transport the Work or part thereof to another location directed by the Departmental Representative.
- 38.5 The warranty period set out in GC15.1 shall be extended by the duration of any period or periods during the life of the warranty, including any such extension, in which the Work is unavailable for use or cannot be used because of a defect or non-conformance referred to in this section, less the duration of any delay by Her Majesty in informing the Contractor of the defect or non-conformance or in returning the Work or part thereof to the Contractor's plant. Upon returning the Work or part remaining, including any such extension.
- 38.6 The warranties set out in GC15.1 shall apply to any part of the Work repaired, replaced or otherwise made good pursuant to GC15.2, for the greater of:
- 38.6.1 the warranty period remaining under GC15.5; or
- 38.6.2 ninety (90) days or such other period as may be specified for that purpose in the written agreement between the Parties.

- 38.7 All of the provisions of GC15.2 to GC15.6 inclusive apply, with such minimum changes as the context may require, to any such part of the Work that is found during that period to be defective or not in conformance with this Contract.
- GC39 PAYMENT**
- 39.1 Payments under this Contract except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work to the satisfaction of the Minister but subject to the submission to the Departmental Representative of a claim for payment.
- 39.2 Subject to Parliamentary appropriation of funds and to GC20.1, payment by the Minister for the Work shall be made:
- 39.2.1 in the case of an advance payment, within thirty (30) days of the signing of this Contract by both Parties or within thirty (30) days of receipt of an invoice requesting payment, whichever is later,
- 39.2.2 in the case of progress payment, within thirty (30) days following the date of receipt of a duly completed Work or progress report or within thirty (30) days of receipt of an invoice requesting payment, whichever is later, and
- 39.2.3 in the case of a final payment, within thirty (30) days following the date of receipt of the completed Work or within thirty (30) days of receipt of an invoice requesting payment whichever is later.
- 39.3 For purposes of this Contract, a full day is any period of seven and one half (7.5) hours within any twenty-four (24) hour period.
- 39.4 If the Contractor is engaged in the performance of the Work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number of hours during which the Contractor was so engaged.
- 39.5 If Her Majesty has any objections to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, She shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Her Majesty requires. Failure by Her Majesty to act within fifteen (15) days only result in interest being calculated from the date specified in GC20.1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.
- 39.6 Notwithstanding any other provision of this Contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.
- GC40 INTEREST ON OVERDUE ACCOUNTS**
- 40.1 For the purposes of this section:
- 40.2 "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- 40.3 "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- 40.4 an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of this Contract; and
- 40.5 an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable;
- 40.6 Her Majesty shall be liable to pay to the Contractor simple interest at the Average Rate plus three (3) percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor;
- 40.7 Her Majesty shall not be liable to pay interest in accordance with this clause if Her Majesty is not responsible for the delay in paying the Contractor;
- Her Majesty shall not be liable to pay interest on overdue advance payments

APPENDIX "A" – STATEMENT OF WORK

***Statement of Work (Appendix "A"), based on the SA DoS, to be provided with request for Level of Effort.

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APPENDIX "B" – EXISTING DOCUMENTS LIST

*** Existing Document List Table (Appendix "B") to be provided with request for Level of Effort.

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APPENDIX "C" - TRAVEL DIRECTIVE FOR PERSONS UNDER CONTRACT WITH THE CANADIAN FEDERAL GOVERNMENT**As per Treasury Board Directive*****Persons on contract*****1 Identify travel costs in contract**

The authority to enter into a contract with persons outside the Public Service is contained in the *Contracting Policy*. The rates and allowances to be reimbursed for government business travel are stipulated in Appendices B, C and D of the *Travel Directive*. Travel expenses must be treated as an amount payable under the contract for services rendered. All travel expenses payable should be specified and the costs should be included as part of the overall cost of the contract. Only original receipts will be accepted from consultants; photocopies of hotel bills, air tickets, etc. are not claimable.

2 Amounts payable

For all airfare, accommodations, visas and ground transportation, receipts must be provided with invoice in order to be reimbursement for these expenditures. Meals will only be paid up to the amount on the Treasury Board Appendix "D" Allowances, found at:

http://www.njc-cnm.gc.ca/directive/app_d.php?lang=eng. Incidentals are not reimbursed.

3 Air fares

In an effort to contain costs, the department will reimburse consultants for fares up to full-fare economy only. Consultants are required to seek the lowest possible airfares, including charters and other discounts for each trip, and to book immediately upon contract approval, in order to take advantage of the lowest fares. The employing department retains the right to limit the reimbursement of the air portion when the lowest appropriate fare is not obtained. Upgrades to business or first class may be personally paid by the Consultant or private sector company, where this is company policy.

4 Private motor vehicles

Consultants who use a private motor vehicle are entirely responsible for the management and underwriting of risk pertaining to the operation of the vehicle. Insurance premiums are paid by the Consultant and are not reimbursed other than through the payment of the kilometric allowance (Appendix B of the *Travel Directive*). This mode of travel, once parking and time-billed are included, is only permitted when cost-effective in relation to commercial transportation.

5 Crown-owned vehicles

Crown-owned vehicles should not be driven by Consultants or other people travelling on government business. If they are authorized by a department, it is with the knowledge that the Crown self-insures for vehicles and that insurance protection is not provided for either the driver or vehicle.

6 Insurance

Individuals other than public servants who travel as passengers in government-owned vehicles are not covered by the Crown for any type of insurance purposes. Certain insurance benefits are part of employees' compensation package, but it is the financial responsibility of Consultants to cover the cost of insurance, such as, for cars/accidents/sickness/airline travel and immunizations.

7 Booking air and hotels

Reservations for transportation and accommodation will, where determined to be practical by the department concerned, be arranged through the department in order to qualify for reduced rates. In cases, where they are not, hotel management is not obligated to provide government preferred rates to government consultants, although it may elect to do so. Consultants are expected to use moderately priced hotels, and they risk partial reimbursement of actual costs should claims be for unreasonably high-priced accommodation or transportation. Should a consultants stay with friends or relatives, the private non-commercial accommodation rate is reimbursed. When a department makes the travel arrangements, the transportation expenses must be booked through the government travel services.

8 Reimbursement of costs

Consultants, when so advised, are permitted to make their own travel arrangements. Arrangements may be made through private travel agents or directly with suppliers. In such cases the consultant is expected to pay for all travel and related living expenses personally and subsequently invoice the department for reimbursement. Departments shall not pay the suppliers of travel and related services (hotel, air, etc.) directly, but will reimburse the consultant for appropriate costs incurred. Such expenses as telephone calls home, child care and weekend travel home are not paid to consultants (persons other than employees).

9 Travel advances

Consultants are not supposed to be provided with a travel advance as this is one of their normal business expenses. Advances could imply an employer-employee relationship. Consultants are expected to fund their own travel expenses and bill the department following the trip, within the terms of the appropriate travel provisions and the level of travel funds authorized within the terms of the contract. The cost of self-funding travel is to be covered within the administrative overhead of the contract and/or per diem payment. Departments can approve a limited advance, only in highly exceptional circumstances where the consultant is in the unusual situation of being unable to finance the trip, for example, to a university professor. Departments are advised that it would be difficult to recover an advance from an individual or company in the event of financial difficulties.

10 Business and pleasure

When consultants combine government business travel with either personal or business travel for other clients, or other departments, the travel expenses must be appropriately apportioned. Additional travel costs pertaining to indirect routings and stopovers, or extensions at work location(s) will be paid by the Consultant.